



LOS ANGELES UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL (RFP) NO.: 2000003636



Diabetes Management/Reversal & Weight Loss Programs ISSUED: June 20, 2024

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

CHRIS MOUNT
Chief Procurement Officer

REQUEST FOR PROPOSAL LETTER

Date: June 20, 2024

Attention: Proposers

Subject: Request for Proposal (RFP) No. 2000003636 - Diabetes Management/Reversal & Weight Loss Programs

The Los Angeles Unified School District (District or LAUSD) seeks comprehensive proposals from qualified firms to provide diabetes management/reversal & weight loss programs for its Employees and Retirement Programs as delineated in the Statement of Work (SOW). In order to participate in this RFP, you are required to submit signed **Intent to Bid Form (Attachment G)** by no later than **2:00 pm on June 28, 2024**. Upon receipt of the signed Intent to Bid form, Segal will send the proposer a Confidentiality Agreement to complete, which is required for the Proposer to receive the census data, and to be eligible to submit a proposal.

The completed **Intent to Bid** form must be submitted to Jeri Reed via email at jeri.reed@lausd.net by **2:00 pm Pacific on Friday, June 28, 2024**. An Intent to Bid form does not bind participants to submit a proposal.

Your proposal must anticipate that your company will provide those services outlined in this RFP without exception unless said exception is specifically identified in your response. Any deviations from the specifications should be clearly noted and may disqualify your proposal for being non-responsive.

All proposals must be submitted without any commissions included. No commissions, over-ride payments, finder's fees or ancillary payments are to be made to any party on behalf of a contract issued to your company to provide these benefits. Violation of this requirement will invalidate your proposal or contract with the District.

You are invited to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this procurement. The resulting contract is anticipated to be from **July 1, 2025, through June 30, 2028**, plus two (2) one-year option renewals. Funding is contingent on fiscal year availability.

Section 164.514(g) of Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules states that the issuer or HMO may not use or disclose the individually identifiable health information for any other purpose, except as may be required by law. Please adhere strictly.

PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS

Complete proposals must be emailed to the undersigned by no later than **11:00 am on July 22, 2024**. Proposals received later than the above date and time may be rejected. It is the proposer's responsibility to verify the emailed proposal was received prior to the proposal due date and time.

Due to the District's email system limits, proposers are cautioned to keep a 20 MB email size limit. PDF size can be reduced by using products such as Adobe Acrobat DC. All required signatures shall be included in the PDF.

Interested proposers are directed to submit proposals to:

Los Angeles Unified School District
Procurement Services Division
Attention: Jeri Reed, Contract Administrative Analyst
Email: jeri.reed@lausd.net

Proposers must submit a separate email to the Contract Administrator to confirm receipt of proposals. The only acceptable evidence to establish the time of receipt is a confirmation email from the Contract Administrator identified in this Request for Proposal.

Proposers shall clearly label their files as follows:

- Volume I – Technical Proposal
- Volume II – Certification Forms
- Volume III – Price Proposal

GROUND RULES AND ASSUMPTIONS

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

1. CONTRACT TYPE –This contract will be **Fixed Unit Rate with a Not-to-Exceed amount**.
2. PERIOD OF PERFORMANCE - The period of performance shall be an initial term of three (3) years commencing on **July 1, 2025 through June 30, 2028**, plus two (2) one-year renewal options.
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 – In addition to submitting proposals that conform in every respect to the requirements of this RFP, Proposers may also submit alternate proposals to this RFP as complete "separate" offers if the alternate proposals offer improvements or modifications that are to the overall benefit of the District. The District reserves the right to accept or reject any alternate

proposal. Oral, e-mailed, or telephonic proposals and/or modifications will not be considered. Alternative proposals will not be part of the evaluation process unless otherwise noted.

6. PRE-AWARD AUDIT - All Proposers doing business with the District are subject to pre-award audits. The District's Procurement Services Division may request that the Office of the Inspector General (OIG) perform pre-award audits on any contract to be awarded as a result of this RFP.
7. EXPENSES – Travel is not applicable.
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 B.
10. CONE OF SILENCE – As described in the Contractor Code of Conduct, this procurement is under a "Cone of Silence." Except for questions submitted prior to the proposal due date and inquiries made to the District'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 public posting of the Board Report shall Proposer(s) contact District officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto. To do so may subject the Proposer to disqualification.
11. INTENT TO BID – All Proposers must submit a completed signed Intent to Bid Form no later than **2:00 pm on June 28, 2024**. The document (**Attachment G**) can be downloaded from the same RFP site. Upon receipt of the signed Intent to Bid form, Segal will send the proposer a Confidentiality Agreement to complete, which is required for the Proposer to receive the census data, and to be eligible to submit a proposal.
12. 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 Section II-B4. **See Section II-B4 to this RFP for additional information regarding the District's SBE Utilization Program AND MANDATORY SBE REGISTRATION REQUIREMENTS FOR PROPOSERS RESPONDING TO THIS RFP.**
13. Disabled Veteran Business Enterprise (DVBE) compliance – Proposers should use their best efforts to comply with the District's DVBE Utilization Program's 5% goal. Proposers are required to submit the DVBE Utilization Report that is in Section II-B5. See Section II-B5 to this RFP for additional information regarding the District's DVBE Utilization Program.
14. Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) – Proposers should complete the MBE Utilization Report and WBE Utilization Report. These are for informational purposes only and are not given evaluation points. See Sections II-B6 and II-B7.
15. Work Based Learning Partnership (WBLP) Plan– A WBLP will be an RFP submittal and contract requirement. "Work-based learning partnerships are opportunities for District secondary school students to receive practical education relating to real-life work experience.

They are part of the 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: <https://achieve.lausd.net/LinkedLearningVendors>. See Evaluation Criteria "D."

16. ELIGIBILITY RULES – The Proposer agrees to the eligibility rules established by the District and as amended by the District from time to time (go to <https://www.lausd.org/Page/1047> for active employees and <https://www.lausd.org/page1747> for retirees. Any proposed modifications to the specified eligibility rules are unacceptable.
17. ASSUMPTIONS OR UNDERWRITING PROVISIONS – It is required that all proposals **exclude** any language referring to the right of the Proposer to change rates due to changes in expected versus actual enrollment for any period of the 3-year term of the contract and option years. Failure to comply with this requirement will be strictly accounted for in the proposal evaluation.
18. GENERAL COMPLIANCE – All Proposer services must adhere to relevant Federal, State, and District laws and regulation.
19. HIPAA COMPLIANCE – All Proposer systems and services must be in compliance with HIPAA Electronic Data Interchange (EDI), Privacy and Security regulations on the appropriate dates established by the Department of Health & Human Services.
20. NO COMMISSIONS – No commissions will be paid and none are to be included in any bid and no designation of "Broker of Record" will be issued to any Proposer in order for the Proposer to procure a quotation from an insurance company. No override payments, volume bonuses or other indirect payments to agents or producers are allowed under the District's rules.
21. Proposers will not be permitted to take exceptions to the following provisions within the District Terms and Conditions – Section III, Attachment A, otherwise such Proposers shall be deemed non-responsive:
 - A. Audits and Inspection of Records
 - B. Fingerprinting
 - C. Required Insurance Coverage
 - D. Data Use Agreement
 - E. Indemnification
 - F. Work-Based Learning Partnership (WBLP)

KEY EVENTS SCHEDULE

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

Milestone	Date
RFP Release	June 20, 2024
Pre-Proposal Conference	June 28, 2024 at 10:30 am Pacific
Intent to Bid Form	June 28, 2024 by 2:00 pm Pacific
Deadline for Final Written Questions	July 5, 2024 by end of day
Proposal Due Date	July 22, 2024 by 11:00 am Pacific
Finalists Interview	Week of September 16, 2024
Board of Education Approval Date	March 2025 (tentative)
Kick-off Meeting: Implementation (Required for Proposer's Account Management and Implementation Team)	March 2025
Contract Start Date	July 1, 2025

Note - If you are declining to bid, please indicate so on the "Intent to Bid" form.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

The non-mandatory pre-proposal conference will be held on **Friday, June 28, 2024 at 10:30 am** (Pacific Time). The meeting will be conducted via Zoom video conferencing. All proposers are urged to attend, but attendance is not mandatory.

If you are interested in participating in the non-mandatory pre-proposal conference, please RSVP via email to jeri.reed@lausd.net no later than **Thursday, June 27, 2024 by 3:00 pm**. You will be provided with a meeting invitation and log-in details for the video conference. **Please visit <https://zoom.us/> to set up a free account if you do not already have one. It is important to do this prior to the date of the pre-proposal meeting.**

PROPOSER QUESTIONS

Final questions regarding this Procurement must be received by **2:00 pm on July 5, 2024**. Questions shall be in writing and submitted online through the District's Vendor Website at http://psd.lausd.net/procurement_solicitations_achieve.asp. If the Proposer has **more than five (5) questions**, the Proposer shall submit the questions in **Word file** document as an attachment and **e-mail** to the attention of the Contract Analyst at jeri.reed@lausd.net. Verbal inquiries will not be accepted.

Sincerely,



Jeri Reed
Contract Administration Analyst
Los Angeles Unified School District

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000003636
Diabetes Management/Reversal & Weight Loss Programs

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G: Intent to Bid Form	
H: Questionnaire (Excel Spreadsheet)	
I: Price Proposal (Excel Spreadsheet)	
J: Data Use Agreement	

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000003636

Diabetes Management/Reversal & Weight Loss Programs

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(s) 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 - 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 - Technical Evaluation: 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. Proposers that are in the “competitive range” (short list) shall advance to Phase III of the process as outlined below. Proposers who do not advance to Phase III shall be notified in writing and no further consideration shall be granted.

PHASE III - Interview/Presentation: Firms participating in the Phase III Interview/Presentation will be scored based on criteria herein with up to 25 points. The score from Phase III will be added to the Phase II scores. This will be held on the week of **September 16, 2024**.

BASIS OF AWARD

Subject to the provisions herein, any contract(s) resulting from this RFP award will be made to the responsive and responsible Proposer(s) that receives the highest combined (Phase II and Phase III) total score, with the appropriate consideration given to the evaluation factors stated herein.

Furthermore, the District reserves the right to reject a firm as non-responsive regardless of the stage of the procurement process, if there is a failure to successfully negotiate the price, terms and conditions, or a failure of the firm to satisfy any of the final requirements necessary to do business with the District. The District reserves the right to make an award to other than the low-cost Proposer.

PHASE I - MINIMUM QUALIFICATIONS – Pass/Fail

Proposers shall meet the minimum qualifications requirements at the time of proposal submittal. Proposer shall specify how compliance was achieved for each of the Minimum Qualification requirements listed below. Failure to provide information how compliance was achieved for each specific requirement will be deemed non-responsive to this RFP and no further consideration shall be granted.

MINIMUM QUALIFICATIONS

1. Proposer must submit signed Intent to Bid Form (Attachment G) and Confidentiality Agreement provided by Segal.
2. Proposer must confirm compliance with all state and federal applicable regulations and currently not restricted or prohibited from conducting business in all states where the District's members reside or access care.
3. Proposer must have a minimum of five (5) years of experience in providing diabetes management/reversal and/or weight loss programs to at least five (5) entities in the Country with 10,000+ employees.
4. Proposer must submit a completed Section II Form II-B3 Compliance with LAUSD Ethics & Integrity Standards.
5. Proposers must have a direct contracting relationship between the vendor who performs the service.

PHASE II - EVALUATION CRITERIA

The Proposer will be evaluated on the following criteria:

Evaluation Criteria:	Points
A. Firm Experience	20
B. Response to the Questionnaire	20
C. Small Business Enterprise (SBE) Participation	5
D. Work-Based Learning Partnership (WBLP) Plan	5
E. Price Proposal	35
F. Strength of ROI Guarantees	15

Total Possible Points: 100

A. Firm Experience (20 points maximum)

Discuss your firm's qualifications and experience in providing the requested services as delineated in the Statement of Work (SOW). Provide a brief history of the company, including date firm was established, financial status, and the present organizational structure of the firm describing the management organization and this project's coordination structure for the SOW including any proposed Subconsultants. Include the size of the firm, the number of employees, and the number of years the firm has provided flexible spending services.

1. Use Section II Form II-B9 Firm Experience Form to provide up to six (6) current clients with similar sized public entities with diabetes management/reversal & weight loss programs. Use the same forms to provide up to two (2) previous clients that were provided your programs in the last five (5) years and the reason for termination. References shall be verified by the District. Provide the contact person, job title, phone number, and email address on the forms for reference checks.
2. Provide support statistics of call responses rates and issue resolution rates of current clients.

B. Response to the Questionnaire (20 points maximum)

The extent to which the Proposer complies with the contractual and functional requirements. The extent to which the Proposer meets the District's expectations on service and performance.

C. Small Business Enterprise (SBE) Participation (5 points maximum)

SBE participation will be evaluated for the extent to which SBE Utilization Report (II-B4) is completed. Proposers are required to submit all applicable SBE certification documentation.

Firms must be certified as an SBE by LAUSD's online SAP system at the time of proposal submittal to receive maximum points. Points will be given proportionately based on the percentage of work that will be subcontracted to SBEs. Participation shall be defined as the value in contract dollars. For example, a vendor that proposes 25 percent SBE participation will get 25 percent of the five (5) possible points (i.e., $5 \times 0.25 = 1.25$) and a certified SBE with 100 percent participation would get the full five (5) points.

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

The higher-rated opportunities will benefit a larger number of students, cover a longer period of time, and do more of the following (listed in descending order of value):

1. If an internship, be a paid internship (at least minimum hourly wage and

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

Proposers can receive credit for already-established programs that District students can access.

E. Price Proposal (35 points maximum)

Points calculated as follows:

- 1. Proposer with the Lowest Proposed Cost will receive the maximum of 35 points.
- 2. Proposers with costs between the Lowest Proposed Cost and 50% higher than the Lowest Proposed Cost will be awarded points proportionately, based upon the following formula:

35 points reduced by the difference between the Proposers Cost and the Lowest Proposed Cost divided by 50% of the Lowest Proposed Cost multiplied by 35 (total points in this category)

Example:

The Lowest Proposed Cost is \$1 million

The Proposed Cost being scored is \$1.2 million

The bid being scored will receive 21 points, calculated as:

$$35 - ((1,200,000 - 1,000,000) / (1,000,000 * 0.5) * 35)$$

F. Strength of ROI Guarantees (15 points maximum)

Points will be awarded based on the strength of the Proposer's guaranteed return on investment (ROI) program design. Results oriented/driven ROI guarantees are preferred over activity-based guarantees. Guarantees that are pass/fail are preferred over pro-rata guarantees. Proposers must include the detail regarding how/when the guarantees will be measured and how the payouts calculated. In addition, Proposer's are encouraged to include the average payouts (percentage of at-risk amounts) it has made on its ROI guarantees for each of the past 3 years (2021-2023) for each program proposed.

PHASE III – INTERVIEW/PRESENTATION

Proposers that are in the competitive range will be given the opportunity to participate in the interview. Proposer shall discuss their work plan approach and will be evaluated for over-all best value to the District. Proposed key personnel must be present during interview.

Scoring methodology in Phase III will consider the following areas in equal order of importance:

1. Proposer's ability to demonstrate required expertise for implementation of plan and adherence to established timelines.
2. Proposer's presentation/delivery/articulation of key personnel with District stakeholders.
3. Firm's and key personnel's current project commitments.
4. Proposer's successful implementation of prior projects.

Evaluation Points Summary:

Phase II total possible points:	100 points
Phase III total possible points:	<u>25 points</u>
Total maximum points:	125 points

END OF EVALUATION CRITERIA

SECTION I (Continued)

PROPOSAL SUBMITTAL REQUIREMENTS

1.0 GENERAL FORMAT OF PROPOSAL AND SUBMITTAL INSTRUCTIONS

Interested Proposers are directed to submit via email:

- One (1) pdf of the Volume I – Technical Proposal
- One (1) pdf of the Volume II – Certification Forms
- One (1) pdf of the Volume III – Price Proposal
- Emailed submissions must not exceed 20 MB, to allow handling by the LAUSD email system. File size can be reduced by using products such as Adobe Acrobat DC

2.0 PROPOSAL CONTENT

The Proposal shall have the following components and shall be laid out in the format exactly as shown here:

VOLUME I – Technical Proposal

A. COVER LETTER

The cover letter shall not exceed fifteen (15) pages and shall be signed by an authorized representative of the proposing firm. The summary shall cover the following:

1. Briefly summarize your understanding of the requested services.
2. Discuss the firm's specific role and present the firm's relevant qualifications for performing that role. Identify the names, address, affiliation, e-mail, and telephone number of the key contact person(s) for both prime and sub-contractors, if any.
3. Proposer shall address any problem(s) that they envision to be associated with achieving the SOW and cite specific suggestions for avoiding or mitigating these problems.
4. Proposer shall 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, SBE, Section II-B1 and II-B2 certifications.

Proposers will not be permitted to take exceptions to the following provisions within the District Terms and Conditions – Section III, Attachment A, otherwise such Proposers shall be deemed non-responsive:

- A. Audits
- B. Fingerprinting
- C. Required Insurance Coverage
- D. Data Use Agreement
- E. Indemnification
- F. Work-Based Learning Partnership

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

B. PROPOSAL INSTRUCTIONS

Detailed instructions for the completion and submission of your proposal will be found here in the RFP and in the Questionnaire (Attachment H). All sections must be answered completely. Instructions are to be read and followed by each Proposer and that failure to follow these instructions may result in rejection of a proposal offer for non-responsiveness or cancellation of contract if already awarded. Any mention of "days" in this RFP will refer to calendar days unless noted. Reference should not be made to a prior response, or to your contract, unless the question involved specifically provides such an option. Be sure to review this entire RFP before responding to any of the questions, so that you have a complete understanding of all of the District's requirements with respect to the proposal.

This RFP and your responses, as well as RFP Addendums, will become part of the conformed contract with the District.

1. Provide answers to all questions in your submission.
2. Provide an answer to each question even if the answer is "not applicable" or "unknown."
3. Answer the question as directly as possible.
 - If the question asks, "How many...", then provide a number.
 - If the question asks, "Do you...", then indicate Yes or No followed by any additional narrative explanation.
4. Where you desire to provide additional information to assist the reader in more fully understanding a response, refer the reader of your RFP response to your appendix/attachments. However, direct responses to all of the RFP questions must be provided and will be looked upon favorably.
5. Proposer is solely responsible for accuracy/validity of all answers.

If your proposal is different in any way (whether more or less favorable) from that indicated in this RFP, clearly indicate where and explain the difference. If you do not, the submission of your proposal will be deemed a certification that you will comply in every respect (including, but not limited to, coverage provided, funding method requested, benefit exclusions and limitations, underwriting provisions, etc.) with the requirements set forth in this RFP.

If you are unable to perform any required service, indicate clearly: a) what you are currently unable to do, and, b) what steps will be taken (if any) to meet the requirement, the timetable for that process and who will be responsible for the implementation, along with that person's qualifications.

All products should be priced individually. If pricing terms are provided for combining services, show the pricing terms as a separate line item.

Questionnaire on Excel spreadsheet (Attachment H): All sections must be answered completely.

C. MINIMUM QUALIFICATIONS PACKAGE

Submit supporting documentation set forth in Section I, Phase I – Minimum Qualifications.

D. WORK BASED LEARNING PARTNERSHIP (WBLP) PLAN

Description of Purpose of WBLP:

“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 of 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: <https://achieve.lausd.net/LinkedLearningVendors>.”

Items to include in WBLP Plan:

- Nature of WBLP,
- Frequency,
- Location (District-provided, Contractor-provided, virtual),
- 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, transportation costs or other expenses, salary), and
- Discussion of how the WBLP Plan addresses the evaluation criteria

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 – Section II-B4
5. Disabled Veterans Business Enterprise (DVBE) Utilization Report – Section II-B5
6. Minority Business Enterprise (MBE) Utilization Report- Section II-B6
7. Women Business Enterprise (WBE) Utilization Report- Section II-B7
8. Public Records Act- Section II-B8
9. Firm Experience Form- Section II-B9

VOLUME III – PRICE PROPOSAL

Using, Price Proposal Spreadsheet, Attachment I, the Proposer shall submit a Price Proposal to perform all services as specified in the Statement of Work. Proposer’s Fee Schedule will be evaluated on total

cost/price.

1. Fees shall be fully burdened and inclusive of direct labor cost, overhead, general and administrative (G&A), profit, and other relevant costs. No travel or parking expenses will be provided.

The District retains the right to use the deliverables as it sees fit without additional charge. It is the intention of the District to include the District financial reports in some of its financial dealings such as security sales for which it will form part of the official statements.

2. Incomplete price proposals may deem the proposal non-responsive.
3. Download and complete Price Proposal – Attachment I

END OF PROPOSAL SUBMITTAL REQUIREMENTS

SECTION I (Continued)

PROJECT OVERVIEW

ABOUT LAUSD

Second largest in the nation, the Los Angeles Unified School District (LAUSD) enrolls more than 397,000 students in kindergarten through 12th grade, at over 1,000 schools. LAUSD has approximately 60,000 active employees and 37,000 retirees enrolled in healthcare plans. The District covers an area, totaling 710 square miles. This includes most of the City of Los Angeles, along with all or portions of 25 cities and unincorporated areas of Los Angeles County.

1.0 BACKGROUND

Los Angeles Unified School District (District) offers comprehensive health and welfare benefits to its full/part-time and retired employees and their dependents. The District pays 100% of the premium cost for medical and prescription drug coverage for actives, retirees, and their dependents. There are no employee contributions, with the exception of COBRA and AB528 participants.

Policy documents can be found under the Evidence of Coverage section at <https://www.lausd.org/page/9857>.

The District currently offers a choice of medical plans as outlined below:

- 1) Kaiser:
 - Active and Early Retirees**
HMO + Prescription Drugs + Mental Health
 - Medicare Retirees**
Senior Advantage HMO
- 2) Health Net:
 - Active and Early Retirees (CA Only)**
HMO + Prescription Drugs + Mental Health
 - Medicare Retirees (CA Only)**
Seniority Plus
- 3) Anthem:
 - Active and Early Retirees**
HMO Select + Mental Health
Prescription Drugs are provided separately by CVS/Caremark (self-funded)
 - EPO In and Out of CA + Mental Health
Prescription Drugs are provided separately by CVS/Caremark (self-funded)
 - Medicare Retirees**
Retirees without Medicare Part A only:
EPO + Mental Health
Prescription Drugs (Part D) are provided separately by CVS/Caremark/SilverScript (self-funded)

Retirees with Medicare Part A and B:
 Medicare Preferred PPO Plan
 Prescription Drugs (Part D) are provided separately by
 CVS/Caremark/SilverScript (self-funded)

The District also offers a Medical Opt-Out/Cash-Back Plan as described below:

Active employees who do not wish to be covered by any of the District's medical plan options may waive coverage and receive \$3,000 (or \$1,500 depending on employment classification) cash annually. This amount is considered taxable income. It is paid in installments through the employee's regular payroll checks. If the employee and their spouse/domestic partner both work for the District, one may elect the medical opt-out cash-back option and be covered as a dependent under the other's medical election.

Opting out of medical coverage is not permanent. Employees may choose to enroll in a medical plan during the annual Open Enrollment periods or because of a qualifying event. Dental and vision coverage are not affected by this option and may still be elected.

PLAN	WHO MAY ENROLL
Kaiser Permanente HMO	Eligible employees, retirees, COBRA, AB528 participants and eligible dependents, who live in the Kaiser service area and who are not eligible for Medicare.
Kaiser Senior Advantage	Eligible retirees, COBRA, AB528 participants and eligible dependents, who are Medicare-eligible and who live in the Kaiser service area. Enrollment in Medicare Part B is required.
Health Net HMO	Eligible employees, retirees, COBRA, AB528 participants and eligible dependents, who live in the Health Net service area and who are not eligible for Medicare (Medicare eligible individuals are covered under Seniority Plus from Health Net).
Health Net Seniority Plus	Eligible retirees, COBRA, AB528 participants and eligible dependents, who are Medicare-eligible and who live in the Seniority Plus service area. Enrollment in Medicare Parts A and B is required.
Anthem Blue Cross Select HMO	Eligible employees, early retirees, COBRA, AB528 participants and eligible dependents, who live in the Select HMO service area.
Anthem Blue Cross EPO	Eligible employees, early retirees, retirees without Medicare Part A and eligible dependents who live inside and outside of California, COBRA and AB528 participants.
Anthem Medicare Preferred (PPO)	Eligible retirees and eligible dependents, who live in the service area. Enrollment in <i>Medicare Parts A and B</i> is required.
Medical Opt-Out/Cash-Back Plans	Eligible employees and eligible dependents with other health coverage.

2.0 PURPOSE

The purpose of the RFP is to provide diabetes management/reversal & weight loss programs for plans currently serviced by (1) Anthem only and (2) for all plans.

All contracts will be between the District and each respective vendor, if your organization does not directly offer all services either through itself or a subsidiary. The District does NOT want to utilize vendors that are subcontracted to another vendor, but instead requires that the contract for the above noted services is a direct contracting relationship between the vendor who performs the service and the District. Winning proposals for the above services must result in a direct contractual arrangement between that vendor and the District.

Please base your proposal on an effective date of **July 1, 2025**.

3.0 EMPLOYEE ELIGIBILITY

All full and certain part time employees are eligible for benefits as determined by the District. **Dependent children of active participants, early Retirees are eligible until age 26 in the Plan and for retirees over 65 dependent children are eligible until age 25.** Also eligible are retired employees and their dependents, and opposite or same gender domestic partners.

For a complete description of the eligibility requirements, go to <https://www.lausd.org/Page/19751> for active employees and <https://www.lausd.org/Page/19766> for retirees.

END OF PROJECT OVERVIEW

SECTION I (Continued)

STATEMENT OF WORK

SCOPE

This section sets out specifications for the diabetes management/reversal & weight loss programs that the District is seeking through this RFP. Unless Proposer expressly and specifically makes an exception to or identifies a deviation from these specifications in its proposal, and identifies such exceptions, the Proposer's proposal will be deemed to offer to meet and abide by all specifications set forth in this Section. If a Proposer proposes an exception to, or a deviation from any of the contractual requirements set forth in this RFP, the Proposer's proposal must specifically and completely describe and delineate that exception or deviation. Otherwise, the Proposer's proposal will be deemed to accept and agree to all the contractual requirements. The District reserves the right to accept or reject any request for exceptions. The District is under no obligation to agree to any exception or deviation proposed by a Proposer, and will take any such exceptions and deviations into account in evaluating the Proposer's proposal. All proposals are to be all inclusive of expenses and charges. The District will not pay an additional amount for any ancillary charges for any items, including, for example, overhead, travel, telephone, local office expenses, shipping or printing.

A. Provide the following Disease Management Programs

- Diabetes Type 2 Management/Reversal
- Pre-Diabetes Management/Reversal
- Weight Loss / Obesity Reversal

B. Local Account Staff and Call Center

During the entire term of the contract and fully operational by July 1, 2025, the Provider must maintain the following:

- 1) The Provider shall have a local, knowledgeable staff available to answer inquiries from the District staff and the District employee-beneficiaries and dependent beneficiaries regarding:
 - a. the programs provided by the Provider;
 - b. the Provider's programs, forms, and procedures;
 - c. enrollment status;
 - d. program costs; and
 - e. other matters pertaining to the programs provided under the contract.
- 2) An employee and retiree telephone service center to respond to telephone inquiries from participants, with staffing sufficient to manage the call volume of the employee and retiree participants and their dependents. The call center, with a dedicated toll-free line, shall be open and available between the hours of 7:30 A.M. to 6:00 P.M. (PST) Monday through Friday. The call center must record all calls and retain same for a minimum of one year from the date of the call unless otherwise agreed upon.
- 3) At its own expense, the Provider shall draft, print, and regularly update written information that describes its program(s) in detail. Upon request, the written information and list shall be provided to the District's employee-beneficiaries and dependent-beneficiaries.

C. Key Personnel

Within 30 calendar days of the award of contract, the Provider shall notify the District in writing of the names, titles, business addresses, e-mail addresses, telephone numbers, and areas of responsibility of all of its authorized representatives. The authorized representatives shall be available to answer questions from or hold discussions with the Board or its designee in person,

the Administrator, the District staff or the District's consultants with respect to the Provider's programs, the Provider's performance of the contract, or any matter pertaining to the District. The Provider shall give the District at least ten days' notice in advance of any change in the authorized representatives.

Among the authorized representatives, the Provider shall designate a contract liaison officer who shall be responsible to the District for the Provider's performance of the contract. The contract liaison officer shall attend, in person, all meetings as requested by the Board, its subcommittees, or its designee, the Administrator, or the District's consultants. The Provider must provide responses to the District staff's phone calls and e-mails within the same business day, or if the call or e-mail is sent after 3:00 P.M. (PDT), by the morning of the following business day. Sufficient backup personnel must be in place to ensure that this requirement is met on a consistent basis.

D. Eligibility

Eligibility of the District employee-beneficiaries and dependent-beneficiaries for enrollment in, and coverage by the Provider's programs shall be determined under the District's Eligibility Rules (go to <https://www.lausd.org/Page/19751> for active employees and <https://www.lausd.org/Page/19766> for retirees. The Provider shall be bound by the District's determinations regarding eligibility of District employees, retirees, and their dependents.

The Provider shall accept enrollment, life event changes, and cancellation dates as stated in District transmissions, reports, or files.

E. Processing Enrollments, Cancellations and Terminations

The District will send an electronic eligibility file to the Provider on a weekly basis or on a time basis mutually agreeable between the Provider and the District. The Provider must agree to accept the file in the format as determined by the District. All inbound and outbound files will be in the District's preferred file format/layout.

F. Other Enrollment Assistance

From time to time, the District may hold training sessions for its staff and/or other government personnel involved in District operations, e.g., the public employers' departmental human resource officers. In addition, the District holds informational meetings at various places around the District for its employee-beneficiaries and dependent beneficiaries, e.g., periodic pre-retirement and retirement informational meetings for employees, "benefits fairs" and/or informational meetings for employees facing a reduction in force. Upon the District's request and at the Provider's expense, the Provider shall provide staff and written informational materials for these training sessions, benefits fairs, and informational meetings.

Upon request and at no additional cost to the District, the Provider shall provide information to the District necessary to update its eligibility and enrollment files, e.g., current addresses of employee-beneficiaries.

The Provider and its staff shall cooperate with and provide timely information and assistance to the District employees, retirees, and their dependents.

G. Reports and Accountings

All reports that the Proposer is required to give to the District under the contract shall be in form and substance reasonably satisfactory to the District. Upon advance notice, the District may require changes in the form of the reports or may request that the reports contain different or additional information.

The Provider shall provide monthly operation reports as requested by the District.

The Provider shall provide quarterly reports on performance standards in hard copy and electronically. The quarterly reports shall be due on or before the 60th day following the end of the quarter that is the subject of the report.

The Provider shall provide an annual plan performance report with the incurred and paid accounting report within 120 days after each contract year, as well as any recommendations to improve the program design or administration. The report shall be provided in hard copy and electronically. There shall be two separate reports, one for actives and one for retirees.

Upon request, the Provider shall provide to the District a report containing information on all claims received and/or processed by the Provider during a specified period of time. Such a report shall be provided electronically.

Upon reasonable advance notice, the District may request special reports on matters pertaining to the Provider's programs and/or the Provider's performance of the contract.

H. Confidential Information

The Provider shall protect all information, records, and data collected in connection with this contract from unauthorized disclosures. The District and the Provider shall determine if and when any other party may have authorized access to such information. Provider must sign a Data Use Agreement (Attachment J) prior to receiving District data.

The Provider shall guard the confidentiality of participant information. Access to participant information shall be limited by the Provider to persons or agencies that require the information in order to perform their duties in accordance with the contract. Any other party shall be granted access to confidential information only after compliance with the requirements of all federal, state, and county laws pertaining to such access, e.g., HIPAA.

The Provider is required to know and understand the confidentiality laws that pertain to its benefit plan and its performance under the contract. This includes knowledge and understanding of laws specific to certain groups (i.e., 42 CFR Part 2 relating to persons receiving substance abuse services).

Nothing in this section shall prohibit the Provider from disclosing information to the District or its designee.

Below are **LAUSD Information Security Policies** that must be adhered to:

- Bulletin 1077.2 (Information Protection Policy) Section III – Attachment D
- Bulletin 1553 (Security Standards for Networked Computer Systems) Section III - Attachment E
- Reference Guide 3757 (Description of Security Standards for Networked Computer Systems) Section III - Attachment F

I. Electronic Data Transmissions

The Provider shall have and maintain HIPAA compliant hardware, software, and systems that are capable of picking up or receiving electronic data transmission from the District regarding enrollments, changes to enrollments, premiums, and other matters related to the contract. The Provider shall, at its own expense, develop all interfaces and system modifications to receive the data provided by the District in the District's format, layout and content. The District will not make modifications to its systems in order to comply with any system requirements of the Provider. All changes must be made to the Provider's system and at the Provider's expense prior to commencement of the contract.

J. Payment to the Provider

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

When submitting invoices, Contractor will ensure that:

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

- a) ana.rosas1@lausd.net
- b) karen.woods@lausd.net
- c) jenny.ku@lausd.net
- d) melanie.malabunga@lausd.net
or any other requested District employees

K. Availability of Funds

The contract shall be enforceable only to the extent that funds are available to the District to make payments to the Provider. All payments to the Provider are subject to the District's actual and continuing availability of funds. No damages or interest shall accrue against the District as a result of the non-availability of funds.

The District shall have the following rights should there not be available funding for the Provider's contract: (a) to cancel the award of contract; (b) to renegotiate the award of the contract to purchase reduced or modified services; (c) to delay the commencement date of the contract; or (d) to terminate the contract entirely or in part(s).

CONFIDENTIALITY

All information presented in the RFP, including information subsequently disclosed during the proposal process, is confidential. Information and materials supplied during the RFP process should not be released to parties external to the bidding organization without the express written consent of the District and Segal.

All proposals submitted will be retained permanently by the District and Segal and shall remain confidential.

END OF STATEMENT OF WORK

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.: 2000003636
Diabetes Management/Reversal & Weight Loss Programs

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

IP-4 MODIFICATIONS AND ALTERNATIVE PROPOSALS

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

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

IP-5 PRE-PROPOSAL CONFERENCE

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

IP-6 ADDENDA

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

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

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

IP-7 SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE

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

IP-8 WITHDRAWAL OF PROPOSALS

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

IP-9 INSURANCE REQUIREMENTS

As part of its proposal, the Proposer shall provide the District with satisfactory evidence of insurance coverage as indicated in the RFP document, and shall confirm that such coverage is in full force by providing properly executed certificates of insurance.

Alternatively, if the Proposer will obtain the required insurance coverages prior to the District'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: <https://www.lausd.org/ethics>.

IP-18 EXECUTION OF CONTRACT

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

IP-19 FINGERPRINTING

If the nature of the work is such that the Proposer and its staff will have contact with children on 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 offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

All protests shall be filed, handled, and resolved in a manner consistent with 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 must be filed within ten (10) calendar days after the issuance of the RFP document.

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

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

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

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

IP-21 SMALL BUSINESS ENTERPRISE (SBE) 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 Section II-B4 - Small Business Enterprise (SBE) Utilization Program.

IP-22 LAUSD’S ETHICS STANDARDS

The District’s Contractor Code of Conduct, included as Attachment B, 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 <https://www.lausd.org/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. The District’s Procurement Services Division may request that the District’s Office of the Inspector General perform a Pre-Award Audit on any contract to be awarded as a result of this RFP.

END OF INSTRUCTIONS TO PROPOSERS

END OF SECTION I

SECTION II -
CERTIFICATION FORMS
GENERAL INSTRUCTIONS

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

- Certification 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 Certification Forms as indicated.
- Identify the Proposer where indicated on each Certification Form.
- Unless otherwise specified, Certification Forms requiring signature(s) must be executed by the person who signs the Proposal Letter.

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

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. 2000003636**, 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 C).

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 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.

If a Contractor or its Representative is not knowledgeable about the necessary ethical requirements for establishing a business relationship with LAUSD, he or she shall visit the LAUSD Ethics Office website at: <https://www.lausd.org/ethics>, or refer any questions to the designated contracting official. Failure to meet LAUSD's ethics standards and requirements could result in sanctions including, but not limited to, avoidance 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 <u>ALL</u> PHASES OF ANY RELATIONSHIP WITH LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	DESCRIBE BRIEFLY THE SCOPE OF YOUR ORGANIZATION'S EFFORTS TO MANAGE FOR AND ASSURE ETHICAL CONDUCT, ATTACH AN ADDITIONAL SHEET OF PAPER IF NECESSARY:		
D.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL EXERCISE CAUTION AT ALL TIMES TO ENSURE THAT OUR CONDUCT AVOIDS EVEN THE APPEARANCE OF IMPROPRIETY OR MISREPRESENTATION. WE WILL BE PROACTIVE IN ASKING QUESTIONS AND SEEK FORMAL GUIDANCE FROM LAUSD WHENEVER THERE IS A DOUBT ABOUT HOW TO PROCEED IN AN ETHICAL MANNER.	<div style="border: 1px solid black; width: 100px; height: 40px; margin: 0 auto;"></div>	

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

<p>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.</p>			
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, ANY OTHER BUSINESS OR ETHICS RELATED CONDUCT CONSTITUTING A CRIMINAL OFFENSE UNDER FEDERAL, STATE OR LOCAL LAW WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD SUSPENSION, DEBARMENT, ADMINISTRATIVE AGREEMENT, DENIAL OF CONTRACT AWARD, DECLARATION OF INELIGIBILITY, OR BID REJECTION, INCLUDING PENDING ACTIONS, FOR NON-RESPONSIBILITY WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE, RESTITUTION, CONTRACT SUSPENSION, OR TERMINATION FOR CAUSE, INCLUDING PENDING ACTIONS WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	MY ORGANIZATION, INCLUDING ANY SUBSIDIARY OR PREDECESSOR COMPANY OR ENTITY UNDER A DIFFERENT BUSINESS NAME, HAS NOT BEEN THE SUBJECT OF A BANKRUPTCY PROCEEDING, INCLUDING ANY PENDING BANKRUPTCY PROCEEDINGS WITHIN THE PAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F.	MY ORGANIZATION HAS THE FINANCIAL RESOURCES AND MANAGEMENT CAPACITY NECESSARY TO FULFILL THE REQUIREMENTS OF OUR PROPOSED CONTRACT WITH LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT, TO OUR KNOWLEDGE, BEEN THE SUBJECT OF A POOR PERFORMANCE COMPLAINT, CONFLICT OF INTEREST CONCERN, OR OTHER ETHICS INQUIRY AT LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING TO LAUSD ANY ISSUES CONCERNING OUR RESPONSIBILITY, SO THAT THE APPROPRIATE ACTIONS CAN BE TAKEN TO AVOID IMPACT TO THE PRODUCTS OR SERVICES WE WILL DELIVER TO LAUSD.	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	

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

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL MAINTAIN A CONE OF SILENCE AND AVOID ALL PROHIBITED COMMUNICATIONS WITH LAUSD OFFICIALS DURING THE REQUIRED TIMES OF 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 <u>ANY</u> ASPECT OF DEVELOPING THE SCOPE OF WORK, SOLICITATION DOCUMENTS, TECHNICAL SPECIFICATIONS, EVALUATION CRITERIA, PROCUREMENT CONSIDERATIONS, OR OTHER CONTRACTUAL INSTRUMENTS FOR THIS CONTRACT.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION AND OUR REPRESENTATIVES KNOW OF NO LAUSD OFFICIAL WITH AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES WHO HAS PARTICIPATED IN <u>ANY</u> ASPECT OF THIS CONTRACT. WE KNOW THAT AN ECONOMIC INTEREST EXISTS WHENEVER AN OFFICIAL, HIS OR HER SPOUSE, AND ANY DEPENDENT CHILDREN HAS A DIRECT OR INDIRECT FINANCIAL INTEREST OR LIABILITY IN EXCESS OF \$1000 IN AN ENTITY; HAS RECEIVED INCOME WITHIN THE PAST 12 MONTHS FROM THE ENTITY; HAS SERVED AS AN OFFICER, DIRECTOR, COMMITTEE MEMBER OR AN EMPLOYEE OF THE ENTITY (EVEN IN AN UNPAID CAPACITY); OR HAS RECEIVED A GIFT FROM AN ENTITY OVER 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.	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	

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

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH OR ON BEHALF OF LAUSD IN A MANNER THAT WOULD BE REASONABLY KNOWN TO CREATE OR LEAD TO A PERCEPTION OF SELF-DEALING.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH ANY LAUSD OFFICIAL* WHO HAS AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES. WE UNDERSTAND THAT DOING SO COULD VIOLATE GOVERNMENT CODE SECTION 1090 AND RESULT IN A VOID CONTRACT IN WHICH WE MAY OWE RESTITUTION TO LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT MAKE OR PARTICIPATE IN THE MAKING OF LAUSD DECISIONS WHEN OUR PERSONAL FINANCIAL INTERESTS CAN BE AFFECTED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION WILL NOT ALLOW ANY OF OUR REPRESENTATIVES TO CONDUCT BUSINESS DIRECTLY WITH ANY LAUSD OFFICIAL WHO IS A CLOSE RELATIVE OR COHABITANT, OR WITH WHOM THERE IS A CLOSE ECONOMIC ASSOCIATION. WE UNDERSTAND THAT ANY TIME THERE IS A CLOSE FAMILY OR PERSONAL RELATIONSHIP INVOLVED BETWEEN OUR REPRESENTATIVES AND AN LAUSD OFFICIAL WHO IS INVOLVED IN THIS WORK OR WHO HAS OVERSIGHT, WE MUST WORK WITH LAUSD TO IMPLEMENT THE NECESSARY SAFEGUARDS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT WORK ON BEHALF OF ANOTHER CLIENT ON A MATTER THAT WOULD BE REASONABLY SEEN AS IN CONFLICT WITH WORK PERFORMED FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT BEGIN ANY PROSPECTIVE EMPLOYMENT OR CONSULTING DISCUSSIONS WITH ANY CURRENT LAUSD OFFICIAL WITHOUT IMPLEMENTING THE NECESSARY SAFEGUARDS ESTABLISHED BY STATE LAW AND LAUSD SINCE AN OFFER OF COMPENSATION CAN CREATE A CONFLICT.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT GIVE ANY GIFTS OR PERSONAL BENEFITS A) TO ANY LAUSD PROCUREMENT OFFICIAL, B) TO ANY LAUSD OFFICIAL IN EXCESS OF 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.	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	

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

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

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

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT LAUSD OFFICIAL TO LOBBY LAUSD, NOR WILL WE COMPENSATE ANY FORMER LAUSD OFFICIAL TO LOBBY LAUSD BEFORE A ONE (1) YEAR PERIOD HAS ELAPSED FROM THAT OFFICIAL’S LAST DATE OF EMPLOYMENT WITH LAUSD. WE UNDERSTAND THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION-MAKING, INCLUDING MARKETING EFFORTS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO WORK ON A MATTER THAT THE OFFICIAL HAS BEEN PERSONALLY AND SUBSTANTIALLY INVOLVED WITH IN THE PRECEDING 12 MONTHS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO PERFORM ANY SERVICES ON A CONTRACT THAT THE OFFICIAL HAS SUBSTANTIALLY PARTICIPATED IN WITHIN THE PRECEDING TWO (2) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION WILL ENSURE THAT ANY REPRESENTATIVE WHO IS CONTRACTED TO ACT IN THE CAPACITY OF AN LAUSD OFFICIAL WILL DISQUALIFY HIMSELF OR HERSELF FROM MAKING ANY GOVERNMENTAL DECISIONS FOR LAUSD RELATING TO A PRIVATE SECTOR INTEREST, INCLUDING MATTERS INVOLVING OUR ORGANIZATION, UNTIL A ONE (1) YEAR PERIOD HAS ELAPSED FROM THE TIME THE INTEREST HAS BEEN DISPOSED OR SEVERED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	DESCRIBE BRIEFLY THE INTERNAL SAFEGUARDS YOUR ORGANIZATION HAS PUT IN PLACE TO PRESERVE LAUSD’S COOLING PERIOD RESTRICTIONS:		
F.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES 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.	<div style="border: 1px solid black; width: 100px; height: 40px; margin: 0 auto;"></div>	

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

Disclosure of Your Representatives		
<p>Please attach an additional sheet of paper with the heading "Our Representatives" and provide the following: 1) the full name of all subcontractors, employees, agents and anyone else who will act on your organization's behalf for this LAUSD contract, 2) each individual's position title, and 3) each individual's organizational affiliation.</p>		
Disclosure Relating to Current & Former LAUSD Officials		
<p>For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Current & Former LAUSD Officials" and provide the following: 1) the full name of the current or former LAUSD official(s) involved, 2) the official's employment dates with LAUSD, 3) the official's final three-year history of LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of the responsibilities and services being performed for your organization, and 6) the time period(s) for which your organization or representative has compensated the official. <i>Note: Public agencies are exempt from this requirement and may indicate so on their attachment.</i></p>		
<p>A. MY ORGANIZATION AND OUR REPRESENTATIVES ARE <u>NOT</u> COMPENSATING ANY CURRENT LAUSD OFFICIALS. WE KNOW THAT AN LAUSD OFFICIAL IS BROADLY DEFINED TO INCLUDE "ANY BOARD MEMBER, EMPLOYEE, CONSULTANT OR ADVISORY MEMBER OF LAUSD" WHO IS INVOLVED IN MAKING RECOMMENDATIONS OR DECISIONS FOR LAUSD.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>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.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Other Affiliations" and provide the following: 1) the full name of the LAUSD official(s) involved, 2) the official's current LAUSD position title held and department worked, and 3) the details of the official's relationship or affiliation with your organization or representatives.</p>		
<p>C. MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING THE FAMILY MEMBERS OF ANY LAUSD OFFICIALS WHO ARE INVOLVED WITH THIS CONTRACT OR OUR WORK FOR LAUSD.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>D. MY ORGANIZATION AND OUR REPRESENTATIVES HAVE NO KNOWLEDGE OF ANY FORMER EMPLOYEES OF OURS WHO ARE PRESENTLY EMPLOYED BY LAUSD.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Lobbying Disclosure		
<p>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 (https://www.lausd.org/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.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

State-Mandated Statement of Economic Interests <i>(for professional services contracts only)</i>		
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
If the answer is "No" below, attach an additional sheet of paper with the heading "State-Mandated Statement of Economic Interests" and provide the following: 1) the full name of each of your representatives who will make governmental decisions or participate in the making of governmental decisions for LAUSD in this contract, 2) a detailed scope of the responsibilities and services each individual will provide to LAUSD, and 3) a valid e-mail address for each representative. Before a contract is executed, these individuals will have to complete a Statement of Economic Interests which can be downloaded from: https://www.lausd.org/ethics.		
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.	<div style="border: 1px solid black; width: 100px; height: 40px; margin: 0 auto;"></div>	

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

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

A. MY ORGANIZATION AND OUR REPRESENTATIVES 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.	<div style="border: 1px solid black; width: 100px; height: 40px; margin: 0 auto;"></div>	

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

II-B3 - INSURANCE REQUIREMENTS

RFP NO.: 2000003636

Diabetes Management/Reversal & Weight Loss Programs

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
\$3,000,000 general aggregate
\$3,000,000 products/completed operations aggregate

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

- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

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

*If the Contractor is a sole proprietor with no employees, proof of Workers' Compensation and Employers' Liability insurance coverage will not be required. However, Contractor must provide the District with a signed Workers' Compensation Statement. Please contact the Contract Analyst via email at jeri.reed@lausd.net to obtain the Workers' Compensation Statement.

- D. Other Required Coverages

- o Errors & Omissions (Professional Liability) coverage:
\$3,000,000 per occurrence/ \$3,000,000 aggregate
- o Cyber Insurance Liability:
\$2,000,000 per occurrence/ \$2,000,000 aggregate
- o Crime Insurance/Fidelity Bond coverage: \$1,000,000 per occurrence/
\$1,000,000 aggregate

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

- F. 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.

THIS SPACE LEFT INTENTIONALLY BLANK

II-B4
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

- A. It is the District's policy to encourage participation by Small Business Enterprise (SBE) firms in District contract activity. On February 25, 2003, the District's Board of Education established a SBE goal "of 25 percent for all contracts and procurement activities." Bidders/ proposers that include SBE firms in their proposal/bid must detail the SBE status of those firms on the SBE Utilization Report. Firms that meet the United States Small Business Administration size standards, or that are SBE-certified by a Reciprocal SBE Agency shall be considered SBE for the purposes of this District solicitation, provided the bidder/proposer applies with the District for SBE-certification. The use of SBE partners/sub-contractors or participation in federal agency small business programs will also be accepted where that certification is documented in the District's system. 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 firm's SBE status may jeopardize future contracting opportunities. Size standards may be viewed at:

<https://www.sba.gov/federal-contracting/contracting-guide/size-standards>

- 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 all potential bidders/proposers that those bidders/proposers must complete and include in their bid or proposal the SBE Utilization Report included in this solicitation document. Additionally, bidders/proposers who, in their SBE Utilization Report, claim some SBE participation must complete SBE certification in LAUSD's online SAP system. To get certified, you must have a LAUSD SAP Vendor Number (starts with "1" and is 10 digits long). If you have a LAUSD SAP Vendor Number, go to the Supplier Portal and log in to your existing vendor profile to get LAUSD SBE certified at <https://vendors.lausd.net/irj/portal>. If you do not have a LAUSD SAP Vendor Number, go to the Supplier Self-Registration Portal to obtain a SAP Vendor Number and apply for LAUSD SBE certification at https://sus.lausd.net/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-language=EN&sap-wd-configId=ZEH1003 WDAC E OIF SUCO SREG#
- D. Firms that do not appear in the District's system as SBE-certified, through the process outlined above, may be determined to have no SBE participation.

MONITORING/PENALTIES

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
SMALL BUSINESS ENTERPRISE PROGRAM UTILIZATION REPORT**

RFP No.: 2000003636

The Los Angeles Unified School District encourages participation by Small Business Enterprise (SBE) firms in procurement activity. Proposers/ bidders must execute a copy of this Report, include it with their RFP/IFB response **and** complete SBE certification in LAUSD's online SAP system to be recognized as having SBE-participation for purposes of this solicitation. The District will certify in its SAP system any entity that demonstrates (through its LAUSD SBE-certification application) that it has already been SBE-certified by one of the Reciprocal SBE Agencies listed below or that otherwise meets the District's SBE-certification requirements.

To obtain LAUSD SBE Certification vendors must register and apply online using the online Supplier Self-Registration. To get certified, you must have a LAUSD SAP Vendor Number (starts with "1" and is 10 digits long). If you have a LAUSD SAP Vendor Number, go to the Supplier Portal and log in to your existing vendor profile to get LAUSD SBE certified at <https://vendors.lausd.net/irj/portal>

If you do not have a LAUSD SAP Vendor Number, go to the Supplier Self-Registration Portal to obtain a SAP Vendor Number and apply for LAUSD SBE certification at https://sus.lausd.net/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-language=EN&sap-wd-configId=ZEH1003_WDAC_E_OIF_SUCO_SREG#

Reciprocal SBE Agencies:

- State of California – Department of General Services
- Metropolitan Water District of Southern California
- Los Angeles County
- City of Los Angeles
- Los Angeles Metro

Firm Name _____ **IFB/RFP#** **2000003636**

SBE STATUS (check one)

- ☐ Our firm(s) is/are certified within the LAUSD system of record (SAP) as an SBE.
LAUSD Vendor No. _____
- ☐ Our firm(s) is/are certified with an LAUSD reciprocal agency listed above (proof of Small Business, Micro-Business or Disabled Veteran-Owned Business Certification is attached) and will complete the registration in the LAUSD system of record (SAP).
-
- ☐ Our firm(s) utilize(s) certified SBE subcontractors. These subcontractors have SBE certification documented within the LAUSD system of record (SAP). Please list the LAUSD-certified

subcontractors, the SAP vendor number for each and the percentage of the work to be performed by each certified subcontractor).

-
- ☐ No SBE utilization.
☐ Non-profit organization*
☐ Educational institution*
☐ Government Agency*

***Not eligible for SBE-certification.**

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 solicitation.

Representative _____ **Title** _____

Date _____ **Telephone** _____

II-B5 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) UTILIZATION PROGRAM

- A. It is the District's policy to encourage participation by Disabled Veteran Business Enterprise (DVBE) firms in District contract activity. On October 13, 2015, the District's Board of Education established a DVBE participation goal of five percent (5%) for all contracts and procurement activities. All Bidders/proposers must detail their DVBE status on the DVBE Utilization Report **and**, to be credited with any claimed DVBE-participation, must document their DVBE certification status in the District's SAP system.
- B. To document their DVBE certification, vendors must register and apply online using the online Supplier Self-Registration. To get certified, you must have a LAUSD SAP Vendor Number (starts with "1" and is 10 digits long). If you have a LAUSD SAP Vendor Number, go to the Supplier Portal and log in to your existing vendor profile at <https://vendors.lausd.net/irj/portal>

If you do not have a LAUSD SAP Vendor Number, go to the Supplier Self-Registration Portal to obtain a SAP Vendor Number and document your DVBE certification at https://sus.lausd.net/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-language=EN&sap-wd-configId=ZEH1003 WDAC E OIF SUCO SREG#

- C. Firms that have a valid DVBE certification from the California Department of General Services or from the County of Los Angeles or from any other certifying agency, must document that certification in the District's SAP system to be considered DVBE for the purposes of this program. The use of DVBE partners/sub-contractors will also be accepted, provided the DVBE status of the partners/sub-contractors is confirmed through the District's system. Bidders/proposers are responsible for the verification of the DVBE status of any firm represented as a DVBE firm used in any proposal or bid. Misrepresentation of a firms' DVBE status may jeopardize future contracting opportunities.

DVBE certification eligibility requirements are available at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

- D. 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.

MONITORING/PENALTIES

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



**LOS ANGELES UNIFIED SCHOOL DISTRICT
DISABLED VETERAN ENTERPRISE PROGRAM
UTILIZATION REPORT**

RFP No.: 2000003636

The Los Angeles Unified School District encourages participation by Disabled Veteran Enterprise (DVBE) firms in procurement activity. Proposers/ bidders must execute a copy of this Report, include it with their RFP/IFB response and document any claimed DVBE status in the District's SAP system. To document the DVBE certification, vendors must register online using the online Supplier Self-Registration. To get certified, you must have a LAUSD SAP Vendor Number (starts with "1" and is 10 digits long). If you have a LAUSD SAP Vendor Number, go to the Supplier Portal and log in to your existing vendor profile at <https://vendors.lausd.net/irj/portal>

If you do not have a LAUSD SAP Vendor Number, go to the Supplier Self-Registration Portal to obtain a SAP Vendor Number and document your DVBE certification at https://sus.lausd.net/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-language=EN&sap-wd-configId=ZEH1003 WDAC E OIF SUCO SREG#

Bidders/proposers that are DVBE firms shall check the first box on the form. Majority firms responding to the DVBE program may list DVBE sub-contractors/partners.

Firm Name _____ IFB/RFP# 2000003636

DVBE STATUS (check one)

☐ Our firm(s) is a certified DVBE certified by the California Department of General Services. DGS No. _____

☐ Our firm utilizes DVBE subcontractors. (List DVBE firms utilized, including their DGS number, and the percentage)

☐ **No DVBE utilization**

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

Representative _____ Title _____

Signature _____ Date _____

Telephone _____

II-B6



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

RFP No.: 2000003636

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

Firm Name _____

MBE STATUS (check one)

☐ Our firm(s) is a certified-MBE by _____

Expiration Date: _____

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

Provide copies of all MBE certifications with this form.

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

☐ **No MBE Utilization**

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

Name _____ **Title** _____

Signature _____ **Date** _____ **Telephone** _____

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

FOR INFORMATIONAL PURPOSES ONLY

II-B7



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

RFP No.: 2000003636

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

Firm Name _____

WBE STATUS (check one)

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

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

Provide copies of all WBE certifications with this form.

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

☐ **No WBE Utilization**

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

Name _____ **Title** _____

Signature _____ **Date** _____ **Telephone** _____

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

For WBE certification, apply at the City of Los Angeles – website address:

https://bca.lacity.org/Uploads/cca/MBE_WBE_CERT_Application.pdf

FOR INFORMATIONAL PURPOSES ONLY

II-B8

PUBLIC RECORDS ACT

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

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

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

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

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

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

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

- 1.0 § 3426.1. Definitions
- 2.0 “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique, or process, that:
 - (1) Derives independent economic value, actual or potential, from not being generally known to the public or to persons who can obtain economic value from its disclosure or use; and
 - (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**PUBLIC RECORDS ACT
CERTIFICATION/INDEMNIFICATION FORM**

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

BY _____
(PRINT NAME)

TITLE _____ DATE _____

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

_____ (**vendor name**) agrees to the statements outlined and by signing below hereby certifies that the document marked "Redacted Proposal" attached hereto is a true and correct identical copy of the proposal submitted by _____ (**vendor name**) in response to the Los Angeles Unified School District's IFB/RFP No. **2000003636**.

By signing below, _____ (**vendor name**) agrees to indemnify and hold the District and its Board Members, administrators, employees, agents, attorneys, and contractors (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of the District's withholding disclosure under the California Public Records Act of that portion of _____ (vendor name) response to the District's IFB/RFP No. **2000003636** that is redacted.

_____ (**vendor name**)

BY _____
(PRINT NAME)

TITLE _____

DATE _____

II-B9

FIRM EXPERIENCE FORM

The Proposer shall complete the Firm Experience Form for up to six (6) current and up to two (2) recently terminated public sector agencies. References shall be for diabetes management/reversal and/or weight loss programs that took place within the last plan year. All Firm Experience Forms are subject to verification by the District.

Organization Name: _____

	Current Public Sector Agency Name & Location (Address)	Brief Description of Work Be specific; Include name of lead consultant	Client Name, title, phone #, email	Type(s) of Programs	# of EEs	Premium PEPM	Contract Term Start/End date (Must be performed in the last 5 years)	Consultant Fee
1								
Project Narrative - Description of programs provided.								
2								
Project Narrative - Description of programs provided.								
3								
Project Narrative - Description of programs provided.								
4								
Project Narrative - Description of programs provided.								
5								
Project Narrative - Description of programs provided.								
6								
Project Narrative - Description of programs provided.								

Organization Name: _____

	Recently Terminated Public Sector Agency Name & Location (Address)	Brief Description of Work Be specific; Include name of lead consultant	Client Name, title, phone #, email	Type(s) of Programs	# of EEs	Premium PEPM	Contract Term Start/End date (Must be performed in the last 5 years)	Consultant Fee
1								
Project Narrative - Description of programs provided. Provide the reason for termination.								
2								
Project Narrative - Description of programs provided. Provide the reason for termination.								

END OF SECTION II- SUBMITTAL FORMS

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000003636
Diabetes Management/Reversal & Weight Loss Programs

SECTION III - ATTACHMENTS

ATTACHMENT A

DISTRICT TERMS AND CONDITIONS

The following is the District's term and conditions. Proposers are advised to read the Contract in its entirety. Proposers will not be permitted to take exceptions to the following provisions within the District Terms and Conditions – Section III, Attachment A, otherwise such Proposers may be deemed non-responsive:

- a. Audits
- b. Fingerprinting
- c. Required Insurance Coverage
- d. Data Use Agreement
- e. Indemnification
- f. Work-Based Learning Partnership (WBLP)

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.

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into between

Contractor
Address
Federal Tax ID:
Vendor #

Contact Name:
Phone:
Email:

hereinafter referred to as the “Provider,” “Contractor,” **NAME** and

LOS ANGELES UNIFIED SCHOOL DISTRICT

hereinafter referred to as the “District”, Client, Contractor 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, upon the terms and subject to the conditions set forth in this Agreement and intending to be legally bound, the parties hereto agree as follows:

1. **PERIOD OF AGREEMENT.** This Agreement shall be from Month Day, Year through Month Day, Year, subject to the approval of the Health Benefits Committee (HBC).
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 A, Statement of Work**, which is attached hereto and made a part hereof.

The performance of these duties shall be at times and places within the limits of District policy at the discretion of the Contractor.
4. **LIABILITY.** The District shall not be liable to the Contractor for personal injury or property damage sustained by the Contractor in the performance of this Agreement whether caused by the District, its officers, employees, or by third persons.
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. AGREEMENT AMOUNT

The total amount of the District's financial obligation under this Agreement shall not exceed amount of **\$XXXXXX**, pending enrollment, for the initial term in accordance with the fee schedule established in **Exhibit B** which is attached hereto and made a part hereof. The District Health Benefits Committee ("HBC") has authorization to proceed with negotiations for each additional year of this Agreement. In the event the District exercises the option years, the maximum District obligation shall not exceed **\$XXXXXX**.

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

When submitting invoices, Contractor will ensure that:

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

7. RIGHTS TO REPORT. The rights to any report, evaluation and/or other material developed by the Contractor specifically for the District pursuant to this Agreement shall belong to the District, subject to applicable privacy laws, including, without limitation, Health Insurance Portability and Accountability Act ("HIPAA").

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 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.

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 in performing this Agreement, subject to applicable privacy laws, including, without limitation, HIPAA, and Contractor's procedures related to the release of protected health information.

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 Contractor's offices during regular business hours, unless otherwise agreed to in advance. Contractor shall make best efforts to provide said evidence/records to the District within thirty (30) days of a written request from the District. The Contractor shall at no cost to the District furnish assistance for such examination/audit, provided that requests outside of the ordinary course of business shall be discussed and mutually agreed by the Parties. The Contractor and its sub-contractors 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 or for such longer period as required by applicable law. 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 coordinated through the Contractor's management personnel in accordance with the scope of the audit.

Any information provided on machine-readable media (all files are created in a fixed length, flat text format and delivered electronically) 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 may result in the withholding of any payments of administration fees due under the terms of the Contract until such evidence/access are provided to the District. The District will agree to the non-disclosure of any trade secrets, proprietary information, or confidential information that the District obtains or may obtain as a result of the audit, so long as such trade secrets, proprietary information or confidential information were previously identified as such by the Contractor, unless disclosure is required by law or court order. If disclosure is required by law or court order, the District shall notify Contractor in writing. Contractor shall have thirty (30) days upon receipt of such notice to object to the disclosure or seek protective treatment of the information prior to disclosure.

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 unless Contractor is legally required to keep a copy of the records. 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. Contractor shall manage "Protected Health Information" and "Electronic Protected Health Information," as those terms are defined in the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. §1320d ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as codified at 42 U.S.C.A. prec. § 17901 ("HITECH"), in accordance with HIPAA requirements.

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 pursuant to this Agreement for the District's convenience. Upon receipt of such notice, the Contractor shall:

- (1) Immediately discontinue all services affected subject to the Contractor's obligation to protect the health and safety of enrollees (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.

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 and the District 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 ninety (90) days' 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 for no more than three million dollars (\$3,000,000) (the "Limit"). 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, which shall not exceed the Limit, 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 and the District 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, 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.

18. ENTIRE AGREEMENT/AMENDMENT. This Agreement, all exhibits to this Agreement, the RFP and Proposal, and the group insurance policy(ies), constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.

19. ORDER OF PRECEDENCE. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the provisions of the Agreement which precede the signature page and Exhibits to the Agreement, said conflict or inconsistency shall be resolved by giving precedence in the following order (1) provisions of the Agreement which precede the signature; (2) Exhibit C, District Contractor Code of Conduct; (3) Exhibit A, Statement of Work; (4) Exhibit B, 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 or State 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 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.

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.

21.5 Americans with Disabilities Act (ADA).

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

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

22. INDEMNIFICATION.

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

22.1 General Indemnity

22.1.1 Contractor shall indemnify, defend and hold harmless the District and its Board Members, administrators, employees, agents, attorneys, and representatives (collectively, "Indemnitees") against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of any negligent or willful act or omission of Contractor, its agents, employees, subcontractors or employees during the performance of this Agreement.

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

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

22.2 Proprietary Rights Indemnity. Contractor shall indemnify, defend and hold harmless District, its officers, directors, and employees, agents from and against any losses suffered by District as a result of Contractor's breach of its proprietary rights warranties set forth in Section 25 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 promptly 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:

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 Errors & Omissions (Professional Liability) coverage
\$3,000,000 per occurrence/\$3,000,000 aggregate

22.3.5 Cyber Liability Coverage
\$2,000,000 per occurrence/\$2,000,000 aggregate

22.3.6 Crime Insurance/Fidelity Bond
\$1,000,000 per occurrence/\$1,000,000 aggregate

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

22.3.8 Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish LAUSD with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) days' notice of non-renewal/cancellation, except ten (10) days for non-payment of premium.

The Commercial General and Automobile Liability policies of insurance providing the coverages referred to in clauses 22.3.1 and 22.3.2 above shall name the Los Angeles Unified School District and The Board of Education of The City of Los Angeles as additional insured

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

23. SECURITY

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

24. FINGERPRINTING (IF APPLICABLE)

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

Any employee or agent of Contractor, and any employee or agent of Contractor's subcontractors who may interact with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee must submit (or, in the case of a sole proprietor, the District will submit on its behalf) his or her fingerprints to the California Department of Justice (DOJ) in a manner authorized by the DOJ to determine whether the employee or agent has been arrested or convicted of any crime. Contractor will be responsible for any expenses arising from its compliance with this Section, including, but not limited to, the payment of any fee required for fingerprinting or the processing thereof.

Contractor shall not permit an employee or other person requiring fingerprinting to interact with pupils until the DOJ has ascertained that the person has not been convicted of a felony as defined in Education Code Section 45122.1. Upon Contractor's receipt of such clearance from DOJ, Contractor shall certify in writing to District that none of the Contractor, its subcontractors and any of their employees or agent who are required by District to submit their fingerprints to the DOJ and who may interact with pupils has been convicted of a felony as defined in Section 45122.1.

Alternatively, the District may require Contractor to provide continual supervision and monitoring of all employees and agents of Contractor and Contractor's subcontractors by an employee of Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony, as defined by the California Penal Code Sections 667.5 and 1192.7. If the District elects to require this supervision, the Contractor shall supply the supervision at no additional cost to the District.

The Contractor shall remove immediately from the District property any employee or agent (including employees or agents of its subcontractors) who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.7.

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

while that employee is continuously employed by Contractor or that agent is continuously retained by, or otherwise represents, Contractor.

26. BUDGET CONTINGENCY

26.1 It is mutually agreed that if the current year budget and/or any subsequent years covered under this Agreement do not appropriate sufficient funds for the Services, this Agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

26.2 If funding for any fiscal year is reduced or terminated by the Board of Education for purposes of this Agreement, the District shall have the option to either cancel this Agreement with no liability occurring to the District, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

27. SEVERABILITY.

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

28. COMPLIANCE WITH ADDITIONAL FEDERAL REGULATIONS FOR FEDERALLY FUNDED CONTRACTS. Where applicable, this Agreement and performance under this Agreement shall comply with 2 CFR Part 200—Uniform Administrative Requirements.

29. STAFFING

Contractor shall be solely responsible for staff providing services under this Agreement. Contractor 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. Contractor certifies that it shall provide adequate supervision of the staff and/or trainees.

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.

30. CONTRACTOR CERTIFICATIONS AND RESPONSIBILITIES

30.1 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.

30.2 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.

- 30.3 Contractor shall familiarize itself and perform all Services under this Agreement in accordance with federal, California and local laws and regulations and District policies; provided, however, that the Medicare Advantage plan shall be required to comply with state and local law only to the extent not preempted pursuant to 42 C.F.R. §422.402, as supplemented by Chapter 10 of the Medicare Managed Care Manual. 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.
- 30.4 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.
- 30.5 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 subcontractors immediately. Personnel or subcontractors removed at the direction of the District shall not perform additional Services under this Agreement at any time.
- 30.6 Contractor shall comply with each and every responsibility and certification made in this Agreement at no additional cost to the District.

31. 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.

Specifically with respect to the WBLP(s), Contractor agrees to:

- A. Work with District Linked Learning office representatives to:
 - i. Determine what aspects of the WBLP(s) will be implemented at what time,
 - ii. Who will be the best-suited WBLP participants where the WBLP anticipates the participation of District students or staff and

- iii. Otherwise refine and finalize the WBLP;
- B. Appropriately supervise WBLP participants when those participants are on a Contractor-controlled site or otherwise in the care and under the direction of Contractor as WBLP participants;
- C. Take reasonable precautions to keep WBLP participants out of harm's way;
- D. Comply with this Agreement's Equal Employment Opportunity requirements with respect to WBLP participants as though those participants were prospective Contractor employees;
- E. Refrain from using images of District WBLP participants or disclosing participant names or data without:
 - i. The prior written consent of the District WBLP Program Administrator and
 - ii. The written consent of those WBLP participants or their parents, as appropriate;

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."

32. NOTICES

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

Notice to District

Janice Sawyer, Chief Risk Officer
Los Angeles Unified School District
333 S. Beaudry Avenue, 28th Floor
Los Angeles, CA 90017

With a copy to:
Procurement Services Division
Los Angeles Unified School District
333 S. Beaudry Avenue, 28th Floor
Los Angeles, CA 90017
Attention:

Notice to Contractor
Company Name,
Street Address
City, CA
Attention:

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

-DISTRICT-

-CONTRACTOR-

**LOS ANGELES UNIFIED SCHOOL
DISTRICT**

CONTRACTOR NAME

LOS ANGELES UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

By _____

By _____

(Print Name)

(Print Name)

TITLE _____

Dated _____

Fed. I.D. #: _____

Dated _____

END OF ATTACHMENT A- TERMS AND CONDITIONS



SECTION III (Continued)

RFP 2000003636 ATTACHMENT B

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, avoidance of current or future contracts.

1. Contractors

All LAUSD Contractors and their Representatives are expected to conduct any and all business affiliated with LAUSD in an ethical and responsible manner that fosters integrity and public confidence. A "Contractor" is any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, 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.	2.	3.	4.	5.	6.	7.	8.	9.	10.
Solicitation Announcement	Solicitation Release	Pre-proposal Conference	Proposal Due Date	Evaluation of Proposals	Negotiations	Notice of Intent to Award	Protest Review*	Public Posting of Board Report on Contract to be Approved	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 (<https://achieve.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.

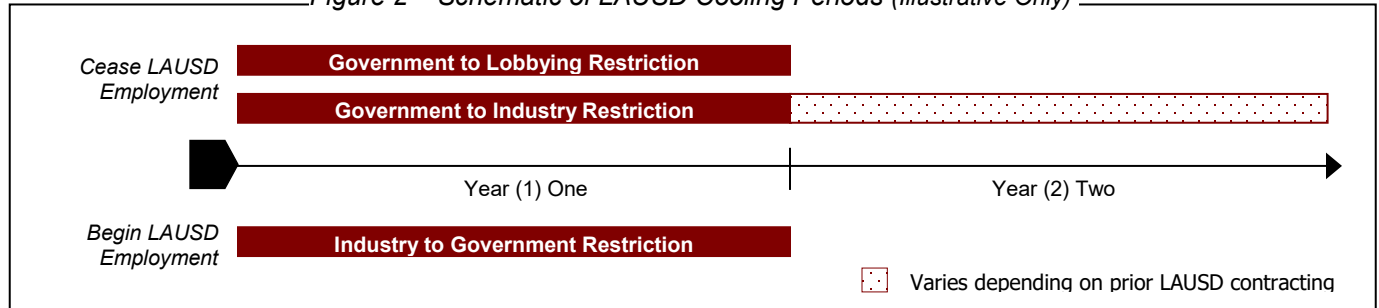
Assuming Sue is not attempting to take out any procurement officials (since they observe a zero tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over \$50 in a year to LAUSD officials will create 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 (<https://achieve.lausd.net/ethics>). Failure to comply with LAUSD's Lobbying Disclosure Code can result in fines and sanctions including debarment from contracting with LAUSD.

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

- (1) *Applicability* – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as "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*
- B. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- C. *Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*
- D. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- E. *Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information*
- F. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- G. *Making or arranging for any gift(s) or gratuities that violate LAUSD's policies, including:*
 - (1) Providing any gifts at all to a procurement employee;

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

CONTRACTING PROHIBITIONS

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

LOBBYING PROHIBITIONS

- V. *Engaging in any lobbying activities without the appropriate disclosure, if the registration trigger has been met*

W. *Lobbying on behalf of LAUSD, if a Contractor or its Representatives is lobbying LAUSD officials.*

- (1) Any person or entity who receives compensation to lobby on behalf of or otherwise represent LAUSD, pursuant to a contract or sub-contract, shall be prohibited from also lobbying LAUSD on behalf of any other person or entity for compensation as this would be considered a conflict of interest.

7. Issues Resolution

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

8. Enforcement Provisions

While Contractors and their Representatives are expected to self-monitor their compliance with this Contractor Code of Conduct, the provisions of this Code are enforceable by LAUSD. Enforcement measures can be taken by 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.

SECTION III (Continued)

RFP 2000003636 ATTACHMENT C

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: <https://www.lausd.org/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.