LAUSD UNIFIED

Procurement Services Division

Design-Build Procurement

Request for Qualifications



School Name

Project Description

R-xxxxx

Bid/Colin Numbers:

xxxxxxx/xxxxxxxx

Location:

Address

Release Date:

Contracting Officer:
Email Address:

REQUEST FOR QUALIFICATIONS ("RFQ") AND IMPORTANT INFORMATION

THE DATES AND TIMES BELOW ARE ANTICIPATED BY THE DISTRICT BUT ARE SUBJECT TO CHANGE

RELEASE OF RFQ: **May 1, 2025**

STATEMENT OF QUALIFICATION (SOQ) DUE ON: **June 4, 2025 before 11:00 A.M.**

- **Responses must be submitted through the Ariba Business (Supplier) Network**

	RFQ/RFP Dates
Issuance of RFQ	May 1, 2025
Non-Mandatory Pre-proposal Meeting via Zoom Video Conference	**9:00 a.m., May 8, 2025**
Requests for Clarification/Information (RFC/RFI) Due	3:00 p.m., May 20, 2025
RFC/RFI responses issued by District	May 28, 2025
SOQ Due	**11:00 a.m., June 4, 2025**
Shortlist Announced	June 18, 2025
Issuance of RFP	**June 20, 2025**
Mandatory Scope Presentation with Q&A Site Walk	Week of June 23, 2025
Confidential Meeting	Week of June 23, 2025
Workshop #1	Week of July 7, 2025
Workshop #2	Week of July 28, 2025
Workshop #3	Week of August 18, 2025
Last Day to Submit RFCs/RFIs	August 28, 2025
Issuance of Final Addendum	September 17, 2025
Draft Non-Price Proposal/Final Pres. Materials Due	11:00 a.m., October 15, 2025
Final Presentation	Week of October 22, 2025
Issuance of Confidential Comments	November 5, 2025
Final Non−Price Proposal Due	11:00 a.m., November 14, 2025
Sealed Price Proposal Due	11:00 a.m., December 5, 2026
Selection of Design-Build Entity/Notice of Intent to Award	December 2026
Anticipated Board Approval to Award Contract	February 2026
Anticipated Issuance of Notice to Proceed	February 2026

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- Exhibit A Contractor Code of Conduct
- Exhibit B Small Business Enterprise (SBE) and Micro-SBE Utilization Program
- Exhibit C Disabled Veterans Business Enterprise (DVBE)/VBE Utilization Program
- Exhibit D Link Learning/Work-Based Learning Program
- Exhibit E Drug-Free Work Environment
- Exhibit F Provisions Required of Federally Funded Contracts
- Exhibit G 179D Tax Credit Program for Facilities
- Exhibit H Overall Site Plan

ATTACHMENTS

- Attachment 1 Firm Information Form
- Attachment 2 Experience Form
- Attachment 3 Resume Form
- Attachment 4 Proposal Certifications

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REQUEST FOR QUALIFICATIONS
DESIGN-BUILD ENTITY FOR
SCHOOL NAME
DESCRIPTION

IMPORTANT INFORMATION

The Request for Qualifications (RFQ) documents are available to all interested parties. The District has implemented the process of releasing RFQ opportunities electronically through the Ariba Business (Supplier) Network for the convenience and timely receipt of RFQ documents for download, completion, and submission by prospective Proposers/ Bidders**.**

The URL to access this RFQ is:
https://portal.us.bn.cloud.ariba.com/dashboard/public/appext/comsapsbncdiscoveryui#/leads/search?anId=AN01650823748

Firms intending to respond to this solicitation must register at the **Ariba Business Network Discovery** website (https://discovery.ariba.com) and create a profile.

Please visit the URL provided above, follow the on-screen instructions to register (if you are a new user), and access the solicitation. Once registered and logged in, you may download and review the RFQ document in preparation to submit a response via the Ariba Business (Supplier) Network.

A virtual drop-in session has been scheduled every Tuesday and Thursday from 11 am to 12 pm to provide a walkthrough on how to respond to LAUSD solicitations in the Ariba Business (Supplier) Network.
You are welcome to attend this drop-in session, and no RSVP is necessary:

Tuesdays, 11:00am – 12:00pm (PST) Click Here to Join

Thursdays, 11:00am – 12:00pm (PST) Click Here to Join

All costs associated with obtaining or distributing the RFQ documents, and subsequent addenda (if any), are the responsibility of the bidder.

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1 INTRODUCTION

1.1 Introduction

The Los Angeles Unified School District ("District") proposes to construct the School Name Project Description - Project No. xxxxxxxx (the "Project") utilizing the Design-Build contract project delivery method permitted under *California Education Code Section 17250.10 et. seq.* (*Education Code 17250*). The project includes the following Design-Build practices for development of short list of Design-Build Entities:

A. Use a "Best-Value" evaluation approach for the selection of the Design-Build Entity.

B. Utilization of a two-phase solicitation process inclusive of: Phase 1) a Request for Qualifications (RFQ); and Phase 2) Request for Proposal (RFP). As a requirement of this RFQ, Proposers shall submit their qualifications based on past performance, basic technical approach and team capability information for review and consideration by the District. Qualifications will be evaluated, scored, and ranked in accordance with the Technical Rating Criteria.

The highest-ranked Design-Build Entities ("Proposer(s)"), as determined by the Statement of Qualifications (SOQ) evaluation process, will be shortlisted and invited to participate in **Phase 2** the Request for Proposals (RFP). The shortlist will consist of up to three (3) highest ranked Design-Build Entities.

Those Design-Build Entities invited to respond to the RFP will be asked to provide a design proposal and lump sum cost proposal inclusive of design fees and construction costs based on a conceptual design for consideration by the District. RFP evaluations will be conducted as described in the RFP once released. The final evaluation ratings used for comparison, selection, and award will reflect only the RFP ratings and evaluations described in the RFP.

C. Conduct three (3) workshops and a final presentation during the RFP Design-Build Competition process, as it will be outlined in the RFP.

D. Payment of $000,000 (honorarium) will be made to each of the shortlisted Proposers who have complied with all of the requirements of the RFP including submittal of a proposal for the RFP Design-Build Competition process but were not awarded the Design-Build Entity Agreement. The payment is to help defray costs associated with development of design proposals required in meeting the RFP design submittal requirements and is offered in exchange for the right to use the design concepts of the unsuccessful Proposers.

E. Utilization of the District's Standard Specifications, Design Guidelines, and Educational Specifications (https://facilities.lausd.org/apps/pages/design-standards).

1.2 Intent of Utilizing Design-Build Methodology

The District is utilizing the design-build project delivery method to enable and accomplish several important goals:

A. Achieve cost containment. The District expects that the Design-Build Entity will control costs through integration, collaboration and innovative design and construction solutions. The District will provide a Project cost estimate and preliminary schedule within the RFP documents.

B. Achieve accelerated completion of projects by effective coordination and utilization of time-saving construction methods.

C. Attract Design-Build Entities with experience and proven effectiveness in integrating

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design and construction. The expectation is that integration often results in the Design-Build Entity developing innovative solutions that meet project budget and schedule.

1.3 Agenda for Non-Mandatory Pre-Proposal Meeting

The Non-Mandatory Pre-Proposal Meeting will be conducted via Zoom video conference. To obtain Zoom information, R.S.V.P. via email to xxxxx.xxxxxx@lausd.net no later than Date, on or before 11:00 a.m. and include company name, company address, telephone number, attendee's name and email address.

Topics covered at the non-mandatory pre-proposal meeting will include project descriptions, general construction issues unique to this Project, and information on how to submit a response to a 17250 RFQ and RFP. Attendance at this meeting is not mandatory. However, General Contractors and others (Architects, Subcontractors, suppliers, etc.) are welcome to attend.

2 SCOPE OF WORK – PROJECT DESCRIPTION

The proposed Project consists of new construction, demolition, replacement of relocatable buildings and site improvements. The Project scope does not currently anticipate the need for temporary facilities to support instruction and school operations during construction.

2.1 Detailed Scope of Work

2.2 Sustainable Design

The project will be required to qualify as a Collaborative for High Performance Schools (CHPS) Verified project as defined in the CA-CHPS Criteria v2.0 or the latest version of CA-CHPS Criteria applicable at the time the project is submitted to Division of State Architect (DSA). The latest CA-CHPS Criteria are available at www.chps.net.

2.3 Target Design-Build Contract Price

The target Design-Build Contract Price for the design and construction of the Project, inclusive of general conditions, overhead and profit is approximately $X Million. The target Contract Price is provided as a reference only. The Design-Build Entity's price proposal and proposed fee shall be based on the Project Scope of Work as validated by the Design-Build Entity. The target Contract Price is subject to change at any time prior to award, at the sole and absolute discretion of the District, by issuance of an addendum; or at any time after the award in accordance with the terms of the Design-Build Contract.

2.4 Schedule

The project is anticipated to be completed no later than the first (1st) quarter of year. The project may be developed in phases, allowing the school to be fully operational during construction. During the RFP Design-Build Competition, each of the shortlisted Proposers will be required to submit their best schedule and phasing plan that meets or exceeds the goals of the project. Consideration should be given to all major logistical factors such as school operations, construction phasing, labor and materials conditions and impacts to the surrounding neighborhood.

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2.5 Federal, State and District Holidays

The following Federal and State legal holidays are observed by this installation. If a wage determination applies the number of holidays specified on it, it has priority over this clause. For scheduling purposes, District employees will not be available on these dates.

New Year's Day	1 January or Observance Day
Martin Luther King's Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	19 June or Observance Day
Independence Day	4 July or Observance Day
Admissions Day	Friday prior to Labor Day
Labor Day	First Monday in September
Veterans Day	11 November or Observance Day
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	Fourth Friday in November
Christmas Day	25 December or Observance Day
LAUSD Shutdown	25 December through January 1

3 MINIMUM QUALIFICATIONS

3.1 Only Design-Build Entities, as defined by California Education Code 17250 et. seq., are eligible to submit a response to the RFQ.

3.2 The Design-Build Entity's design consultant is required to have professional architects and engineers, licensed in the State of California, for each appropriate technical discipline. All designs must be under the direct supervision of appropriately licensed professionals for each discipline involved. Provide copies of all licenses and degrees where required for proposed staff in your submittal.

3.3 District Standard Prequalification Requirements:

General contractors and subcontractors must be actively licensed with the California Contractors State License Board (CSLB).

A. Prime Contractor Prequalification

Proposers that are not currently prequalified by the District must submit the Prime Contractor Prequalification Questionnaire at least ten (10) business days before and must be approved at least five (5) business days prior to the Statement of Qualifications (SOQ) due date indicated on the Important Initial Information page 2 of this RFQ. Proposers that have not been prequalified by the District at least five (5) business days prior to the SOQ due date will not be eligible to propose on the Project. This questionnaire can be completed through the District's online prequalification system at https://lausd.qualitybidders.com/. Mechanical, Electrical, and Plumbing (MEP) Prequalification subcontractors that are not currently prequalified by the District must submit the Subcontractor Prequalification Questionnaire at least ten (10) business days before and must be approved at least five (5) business days before the price due date indicated on the Important Information page 2 of this RFQ. MEP subcontractors

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that will be listed in the bid submittal but have not been prequalified by the District prior to the price bid due date will not be eligible to bid or perform work on the Project.

NOTE: As a reminder, prior to construction, proposers must **safety prequalify ALL tiers** of their subcontractors that have not been prequalified by the District and that do not require such prequalification, as described in the Certification Requirements. Subcontractors that do not meet the safety prequalification requirements will not be allowed to execute any work on the Project. Any time, cost, or liability impact as a result of a subcontractor not meeting safety prequalification requirements is the sole responsibility of the bidder.

3.4 Proposers must be registered and have an active status with the California Department of Industrial Relations (provide DIR registration number).

4 RESPONSE TO THIS REQUEST FOR QUALIFICATIONS

The Proposers shall submit all requested information specified in the Request for Qualifications (RFQ) solicitation. Qualifications and proposals must set forth full, accurate, and complete information as required by this solicitation, including attachments.

Responses to this RFQ must address the items below and shall address each criterion separately in the order presented. Begin with a cover letter and provide the following in the order listed.

The Statement of Qualifications (SOQ) will be numerically evaluated based upon a 100-point scoring system.

The numerical score from the SOQ will not carry over to the RFP scoring criteria. All shortlisted Design-Build Entities will be considered qualified to compete in the RFP.

SOQ Numerical Scoring Criteria			
SECTION	**DESCRIPTION**		**POINTS**
4.1	Introductory Information		Required
4.2	Legal Structure		Required
4.3	Project Experience		25 Total
	Project Experience – General/Prime and Designer	10	
	Subconsultants Experience Forms	5	
	Design Excellence	5	
	Past Performance as a Team	5	
4.4	Key Personnel		31 Total
4.5	Design-Build Experience		15 Total
4.6	Teaming & Integration		10 Total
	Teaming Arrangement/Teaming Agreement	5	
	Team Integration	5	
4.7	Technical Approach		8 Total
4.8	Organizational Approach		5 Total
4.9	Outreach Plan		5 Total

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SOQ Numerical Scoring Criteria			
SECTION	**DESCRIPTION**		**POINTS**
	Small Business Enterprise (SBE)/Micro-SBE or Veteran Business Enterprise (VBE)/Disabled VBE Participation	3	
	Local worker participation	1	
	"WE Build"	1	
4.10	Safety		1 Total
	Total		**100 Points**

4.1 Introductory Information **Evaluation Criteria: Pass/Fail**

The Prime/General Contractor of the Design-Build Entity shall provide a cover letter that includes the following minimum requirements:

A. Complete Attachment 1 – Firm Information Form for both the general contractor and the architect.

B. Complete Attachment 4 – Proposal Certifications A, B, and C.

C. Acknowledgement of receipt of addenda to the RFQ, if any. List the addendum number and date issued.

D. In a narrative format, provide a brief synopsis of the firm's corporate structure, history, and type of services provided.

1. If a corporation, state the following: Date of Incorporation; State of Incorporation; Name of President/Chief Executive Officer; Name of Secretary; and Name of Treasurer/Chief Financial Officer.
2. If a partnership, state the following: Date of Organization; Type of Partnership (general, limited); and Names of all General Partners.
3. If a proprietorship, state the following: Date of Organization and Name(s) of Owner(s).
4. If a joint venture, state the following: Date of Organization and Names of all Joint Venture members. For each Joint Venture member identify the form of business entity.
5. If organization's form of business entity is other than listed above, describe the type of business entity and identify all principals or owners of equity in the organization.
6. If the proposed design-build entity is a corporation, limited liability company, partnership, joint venture, or other legal entity, provide a copy of the organizational documents or agreement committing to form the organization.
7. Provide the address and telephone number of company's corporate or main office and, if different, the address and telephone number of company's office servicing the Southern California region.
8. Provide a description of the services that your firm is proposing to perform. Indicate which services will be self-performed by your firm and, if any and

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approved, which will be subcontracted to others within the limitations stated herein.

9. Provide the names, titles, experience, and qualifications of the officers, directors, and owners of the company.

10. If the design-build entity is a privately held corporation, limited liability company, partnership, or joint venture, provide a listing of all of the shareholders, partners, or members known at the time of statement of qualification submission who will perform work on the project.

11. Provide the name(s) of the person(s) who is an authorized executive with the authority to make representations for the company, their titles, addresses, email addresses, telephone and fax numbers.

12. Provide evidence that one principal of the Prime firm or one principal from each of the joint venture firms have a minimum of five (5) years of experience performing construction and design services in educational or related public sector projects and are licensed professionals (architects, engineers and contractors). Provide copies of licenses/certifications.

E. As part of the narrative under the heading Litigation, describe any litigation including case number and court, pending litigation, threatened litigation, settlements, and notices of termination against your firm or its owners for the past five years. Address any litigation/lawsuits, current or anticipated, that might affect the firm's ability to provide services including but not limited to debarment of proposer by any municipal, county, state, federal, or local agency; termination for default under a contract awarded by a public entity to the Proposer; conviction of the Proposer or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance; determination of Proposer as a non-responsible bidder by any municipal, county, state, federal, or local agency; any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to Proposer; any felony convictions within the past ten (10) years by any person who is an owner, director, officer, or managing employee of the Proposer. Failure to disclose any circumstances requested in the preceding paragraphs is grounds for disqualification. Any such litigation, settlement, arbitration, or other proceedings commencing after submission of a Proposal shall be disclosed in a written statement to the Contract Administration Analyst within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Address any negative press received by the firm and breach in confidential data and how it was handled.

F. Provide information on the revocation or suspension of any license, credential, or registration.

G. Insurance Requirements

The contractor and architect shall secure and maintain, at a minimum, insurance upon award of contract.

1. Provide the name, address, and telephone number of your current insurance company and broker.

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2. Provide your insurance company's A.M. Best Rating.

3. Provide evidence of coverage to provide liability insurance, payment and performance bonding, professional liability, and sexual harassment insurance.

NOTE: Certificates of Insurance are required prior to the execution of contract, but not as part of any response to this RFQ.

4.2 Legal Structure **Evaluation Criteria: Pass/Fail**

Describe your team's legal structure: integrated design-builder, joint venture, limited liability corporation, Prime-Sub-Contractor or others. If it is a joint venture, provide a copy of your joint venture agreement in addition to the teaming arrangement requirements.

4.3 Project Experience **Up to 3 forms per GC, Architect, Subs, and DB Entity**
25 Points Total

A. Project Experience of Licensed Prime/General Contractor and Designer 10 Points
Submission Requirements

The Prime/General Contractor and the Design firm shall each demonstrate recent, relevant experience on similar education projects using the Experience Form, Attachment 2.

Designers are required to have relevant DSA experience in obtaining DSA approval with projects under their jurisdiction including; 1) familiarity with the DSA approval submittal and approval process; 2) ability to anticipate and plan for difficulties that can be encountered in the DSA process; 3) has allocated sufficient float and flexibility in its planned approach to its design Work; 4) submittals to DSA (including deferred submittals) and response time required for responding to DSA comments; and 5) while affording District opportunities to review such submissions and communications.

In addition, Designer represents that it is familiar and has experience with DSA requirements and procedures for phased or incremental submittals. District will not be responsible for refusal of DSA to agree to review incremental submittals or to permit separate DSA Application Numbers or to otherwise not comply with Design-Build Entity's proposed Phasing Plan.

Designer must include at least one (1) DSA project in their project experience proposal. Projects will be considered similar to this procurement if they are similar in complexity in type, scope and magnitude. Each Proposer must submit three projects; each project shall not be more than two pages with a total page limit of six (6) pages. The six (6) page limit does not include images.

Evaluation Criteria: The District will evaluate the recent, relevant experience of the Designers and General Contractor. Some examples of relevancy to this project may include:

1. Project description; size, value, type of facility, complexity and location
2. Projects that have been completed within the last ten (10) years or are currently 50% complete with construction
3. Previous experience of the designer and contractor successfully working together
4. Successful outcomes in the form of District/Client satisfaction

B. Subconsultants Submission Requirements 5 Points

Each Design-Build Entity will be required to provide Experience Forms, Attachment 2, for

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each subconsultant. Submit a maximum of three (3) projects utilizing the Experience Forms for each independent subconsultant. The submission requirement is limited up to three (3) forms per independent subconsultants.

1. Civil Engineer
2. Electrical Engineering
3. Mechanical / Plumbing Engineering
4. Structural Engineer
5. Landscape Architect

Evaluation Criteria: District will evaluate the recent relevant experience of the design subconsultants in projects of similar size and scope. District may consider previous design-build experience strength, even if the experience is on different types of projects than this project. Similarly, District may consider previous recent teaming experience among the team members as value added, even if on different type design and/or construction projects than this project. The more relevant the experience to this solicitation the more credit will be given.

C. Design Excellence Submission Requirements 5 Points

Design excellence is desired. Describe past designed projects with an emphasis on demonstrating innovation and design excellence. Demonstrate how past-designed projects accomplished the exceptional use of space and positively influence both the users' and the public's experience of the facility.

Evaluation Criteria: District will evaluate any design excellence through this narrative and the designers Attachment 2 – Experience Form. Designs that are unique, relate well to the site and context, and meet District's constrained budget are desirable. Award-winning design will receive additional consideration.

D. Past Performance as a Team Submission Requirements 5 Points

Teaming Matrix – Provide a one (1) page matrix (up to 11x17 trifold) showing projects that your team members have successfully completed within the past ten (10) years. Projects may include various delivery methods such as private negotiated, design-bid-build, design-build, and construction management at risk.

Example of Teaming Matrix:

Project Name	Project Delivery Method	General Contractor	Architect	Mechanical Engineer	Electrical Engineer	Structural Engineer	Civil Engineer
Project 1		X	X	X	X		
Project 2		X	X	X	X	X	X
Project 3			X	X	X		
Project 4		X	X				

Evaluation Criteria: District will evaluate the Design-Build Entity team's prior experience working together to attain successfully completed projects within the last ten (10) years.

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A mix of various delivery methods and private or publicly funded projects is acceptable. Matrices that show prior design-build teaming experience on projects of similar size and scope is preferred but not required.

4.4 Key Personnel **One Page per Proposed Staff**
31 Points Total

Licensing and Certifications

Prior to Contract Award, the State of California requires that all design professionals including, but not limited to architects, engineers, fire protection engineers, interior designers, land surveyors, landscape architects, etc. must be licensed through either the California Board of Registration for Professional Engineers and Professional Land Surveyors or the California Architects Board for Architects and Landscape Architects. General contractors must be actively licensed with the California Contractors State License Board (CSLB).

All construction trades including but not limited to electricians, heating and air conditioning, fire alarm, fire sprinkler, plumbers and locksmiths are required by California law to obtain a license through the CSLB and must comply with this requirement.

Firms Submitting on Multiple Projects

Proposers submitting on multiple active LAUSD projects concurrently in procurement may propose the same project team member(s) on more than one project. Once a proposing firm is selected as the successful bidder on a project and receives the announcement from the District, scored replacement team member(s) are required to be submitted for substitution on any other active projects in procurement. The District will proceed to score the newly substituted team members as part of the scoring evaluation for those respective projects still in procurement. The District will make every effort to sequence project procurements and provide notification of shortlisted and selected Proposers to encourage firms to consider multiple proposals opportunities. Proposers will also be required to submit replacement resumes for all proposed personnel being substituted per procurement submission requirement.

A. Requested Resumes Submission Requirements

Provide a one (1) page resume and copy of license for each of the following positions on your Design-Build Entity's team. Use the form provided in Attachment 3. Provide copies of all licenses and degrees where required for proposed staff. For any personnel, CHPS and/or LEED AP designation and experience is desired. For any personnel, Design-Build Institute of America (DBIA) Designation is desired but not required; DBIA Designation will receive additional consideration. If the Design-Build Entity is selected to continue to the RFP phase, members of the Design-Build Entity identified in the response to the RFQ must continue to be listed in the RFP submission. Any change or substitution to resumes from the selected Design-Build Entity must be brought immediately to the attention of the Point of Contact who will notify the Source Selection Panel and at their discretion will determine if such the change or substitution is grounds for disqualification.

1. Design-Build Project Manager – This position is the primary day-to-day point of contact between the District and the Design-Build Entity. The position requires a minimum of twelve (12) years of experience in design or construction. Must demonstrate satisfactory experience to manage and control the design and construction. The Design-Build Project Manager shall be assigned solely to this project.

2. Architect of Record – California-Licensed professional Architect with a minimum of ten (10) years of experience working on projects of similar size and scope.

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Experience with K-12 school facility design is preferred. Proven Design Excellence in innovative and creative building design will receive extra consideration. Architect must have DSA experience.

3. Design Lead – Designer with a minimum of ten (10) years of experience working on projects of similar size and scope. Experience with K-12 school facilities design and urban design experience preferred. Proven Design Excellence and sensibility to urban/campus planning and historic campuses will receive extra consideration. Designers with LAUSD experience is preferred.

4. Design Firm Project Manager – California-Licensed professional Architect with LAUSD experience and a minimum of ten (10) years of experience working on projects of similar size and scope. Proven excellence in communication and management of design and engineering team members with strong understanding of critical paths for LAUSD/DSA projects.

5. Structural Engineer of Record – California-Licensed Professional Engineer with a minimum of ten (10) years of experience designing structural systems for projects of similar size and scope. Engineer must have DSA experience.

6. Mechanical Engineer of Record – California-Licensed Professional Engineer with a minimum of ten (10) years of experience designing mechanical systems. Experience with ASHRAE 90.1, 62 and Energy Savings for projects of similar size and scope are required.

7. Electrical Engineer of Record – California-Licensed Professional Engineer with a minimum of ten (10) years of experience on projects of similar size and scope.

8. Civil Engineer of Record – California-Licensed Professional Engineer with a minimum of ten (10) years of experience designing for site conditions for projects of similar size and scope.

9. Landscape Architect of Record – California-Licensed professional Landscape Architect with a minimum of ten (10) years of experience working on projects of similar size and scope. Experience with Planning and Designing open spaces in K-12 school facilities.

10. Construction Project Manager – If this role is not fulfilled by the Design-Build Project Manager, then a degree in Construction Management, Construction Science or Architecture/Engineering and ten (10) years of experience in construction and construction management projects of similar size and scope is required. Degree may be substituted by an additional five (5) years of experience. Ability to effectively manage, control, administer, and execute the integrated design and construction operations, safety, quality control program, and subcontracts. Additional consideration will be given for experience in the administration of State, Municipal or Federal projects and for DSA experience.

11. Superintendent – Provide one (1) full-time on-site Superintendent with a minimum fifteen (15) years of experience as superintendent, managing multiple trades and subcontractors with a proven experience in safety and quality control. Additional consideration will be given for experience in administration of State, Municipal or Federal Projects and for DSA experience.

12. Quality Control/ Quality Assurance (QA/QC) Engineer – Provide one (1) full time on-site QA/QC Engineer with a minimum of five (5) years' experience with a

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proven record of accomplishment on construction projects of similar scope and complexity. In addition to the requirements set forth above, the QA/QC Engineer is required to have a minimum of one of the following: (a) a valid California professional license as an Engineer or an Architect; (b) a California State Certification as DSA Inspector Class 1; and/or (c) a valid California State OSPHD Class A Certification. The QA/QC Engineer shall be responsible for design and construction quality control. This includes review of all design documents with regard to meeting District design standards, and coordination of materials testing and certification**.**

13. Safety Officer – Provide one (1) full-time Safety Officer with a minimum five (5) to eight (8) years' experience with a current 30-hour OSHA certification, First Aid & CPR training, and a CHST certification with a proven record of accomplishment on construction projects of similar scope and complexity. The Safety Officer duties will be solely to implement the Contractor's Project Safety Plan/ Program and all site safety issues from the NTP-Construction through Substantial Completion.

The resumes for the following positions are required but not scored:

1. Project Executive – This is the premier role on the Design-Build Entity's team and will act as the executive point of contact between the Design-Build Entity and the District. The Project Executive shall be deemed to have full authority to contractually bind Design-Build Entity, including, without limitation, the authority to bind Design-Build Entity to the terms of Contract Adjustments.

4.5 Design-Build Experience **Up to 3 Forms for the GC and Architect**
15 Points Total

Describe Design-Build Experience on up to 3 projects that are similar in size and complexity, and show how these projects are relevant to the proposed project for each the general contractor and the architect. The experience can be in any market and does not need to be in educational facilities. List and describe location, size, cost and year of completion.

Evaluation Criteria: The District may consider previous design-build experience strength, even if the experience is on different types of projects than this project. Similarly, the District may consider previous recent teaming experience among the team members as value added, even if on different procurement type design and/or construction projects than this project. The more relevant the experience to this solicitation, especially as to costs and complexity, the more credit will be given. Proposers with relevant experience in design-build procurements including bridging documents will be given additional consideration for this experience.

4.6 Teaming & Integration **Up to 6 Pages**
10 Points Total

A. Teaming Arrangement/Teaming Agreement 5 Points
Submission Requirements

Teaming Arrangement – Provide a form of your Design-Build Entity's Teaming Agreement. Provide information that is similar to that of the AIA-AGC Design-Build Teaming Agreement or the Design-Build Institute of America Teaming Agreement. You may use these Teaming Agreements or other agreements that are specifically developed for your team. Include the General Contractor, lead Architectural/ Engineering firm and key subconsultant in the teaming arrangement.

Evaluation Criteria: The District will evaluate how well the Teaming Agreement establishes relationships among the team that encourage accountably, collaboration and shared risk among the team members.

B. Teaming Integration Submission Requirements 5 Points

Team Integration – Provide an organizational chart that illustrates how the Design-Build Entity's team is organized. Indicate with an asterisk any subcontractor's name, title and name of company. Use two asterisks if subcontractor is an SBE and three asterisks if subcontractor is a DVBE. Describe the anticipated interactions and collaboration protocols within the team throughout the life of the Project. Define how subcontractors will be integrated into the design process and how the design team will be integrated during construction to improve project outcomes. Provide information on how members of your Design-Build Entity will manage co-location of design and construction team members throughout the project. Provide information on how the Design-Build Entity will manage District comments and collaboration.

Evaluation Criteria: The District will evaluate the integration of the design and construction firms and their staff throughout the design-build process. Effective teaming will incorporate the contractor and key subcontractors in the entire process. The Design-Build Entity must have an effective system to control and track revisions to the design. The District will evaluate the Design-Build Entity's understanding of the design and construction process and the roles of the designers of record and the contractor.

4.7 Technical Approach **Up to 4 Pages**
8 Points Total

A. Quality Control for Design Submission Requirements

Demonstrate how your team will ensure that the District's standards are met throughout the design of the project. Demonstrate the design team's proven ability to develop excellent contract documents using full design quality control. Provide information on how the design team will accomplish this and any in-house processes that the design team will utilize. Provide information on how design documents will be compiled from multiple sources and who will coordinate this effort. Provide information on how the multiple design teams and personnel will collaborate to create integrated design. Provide information on how the design will be influenced by the expertise of the construction professionals on the Design-Build Entity's team.

The Design-Build Entity is required to utilize Bluebeam, CADD and BIM. The Design-Build Entity may use Bentley, Revit or other industry 3-D modeling program. Provide information on which system your team will use and describe how BIM will facilitate and support collaborative teaming within the Design-Build Entity and with the District during design.

Evaluation Criteria: The District will evaluate the design team's proven ability to develop comprehensive, integrated, and 100% complete design packages. Specific information on how the Design-Build Entity will complete the design quality process, track design evolution and changes during design to meet the schedule, and to facilitate quicker District review will also be evaluated.

B. Design-Build Quality Control Submission Requirements

Demonstrate how your team will ensure that the District's standards are met throughout the design and construction of the project. Provide information on your team's capabilities to commit and assure that design documents will meet all the requirements

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of the project and all District standards as well as construction quality control. Describe your quality control approach, corporate systems, and capabilities to maintain quality control of the design and construction. Provide information on how you will handle internal and external requests for information, shop drawings, submittal reviews, progress meetings, site visits, contract completion, closeout, as-built, and completion documentation. Provide a brief description of the Design-Build Entity's quality control plan.

The Design-Build Entity is required to utilize Bluebeam, CADD and BIM. The Design-Build Entity may use Bentley, Revit or other industry 3-D modeling program. Provide information on which system your team will use and describe how BIM will facilitate and support collaborative teaming within the Design-Build Entity and with the District during design and construction.

Evaluation Criteria: The District will evaluate your team's capabilities to ensure quality design and construction. The evaluation will include how the Design-Build Entity manages all matters relating to quality control of design and construction and how this control and commitment will benefit the District. The quality and speed of how information is disseminated internally to the Design-Build Entity's team and with the District will also be evaluated.

4.8 Organizational Approach **Up to 3 Pages**
5 Points Total

Provide an organizational and technical approach narrative illustrating your team's plan for executing the Design-Build Construction Services Agreement. Clearly and concisely describe the organizational and technical approach to project management and execution.

Demonstrate an understanding of the fundamental design-build problem, i.e. a design and construction proposal that meets the RFP requirements while still meeting the funding and schedule constraints. Demonstrate an understanding of the risk management process associated with design-build process. Describe the firm, and their resources and how their resources will be utilized, and their roles and responsibilities.

Provide an organizational chart of the Design-Build Entity's team, including key subconsultants and subcontractors, the proposed quality control group(s) and key personnel and how they will fit into the Design-Build Entity's team organization.

Evaluation Criteria: The District will evaluate the clarity and strength of the overall organization and its demonstrated understanding of design-build requirements and the staffing provided to execute the entire scope of work.

4.9 Outreach Plan **Up to 2 Pages**
5 Points Total
(SBE/Micro-SBE or VBE/DVBE 3 Points,
Local Worker 1 Point, "We Build" 1 Point)

NOTE: Points can only be obtained for SBE *or* Micro-SBE *or* DVBE/VBE, not all categories. If VBE certification is not available, VBE may submit a copy of DD214 Form - Certificate of Release or Discharge from Active Duty.

District has adopted a Small Business Enterprise ("SBE"), Micro-SBE, Veteran Business Enterprise ("VBE")

and Disabled VBE Participation Program ("DVBE"), which includes businesses owned by small business enterprises, as defined by SBE, Micro-SBE, Veterans and by Disabled Veterans. District has established participation goals to attain twenty-five percent (25%) of the contract dollars going to certified SBE/Micro-SBE and five percent (5%) going to VBE/DVBE. All Proposers shall implement policies, procedures and methods to meet these goals, which may include but not be limited to the procurement of supplies, equipment, technical services, and/or other services under this contract.

District's Board has established a fifty percent (50%) local worker participation goal for school construction projects funded through the voter-approved bonds. In addition to the established goal, District has implemented a "WE Build" program that has trained over 400 graduates in the construction trades.

All proposers shall submit evidence of their success in reaching or exceeding the above stated goals or goals on other similar public owner's programs. Proposer may submit on projects other than those submitted under proposer's experience to satisfy this SBE/Micro-SBE/We Build/Local Worker/VBE/DBVE criterion only. However, projects submitted for consideration must have been within the past five years, reached substantial completion and have a construction value of at least $750,000 including change orders. For submitted projects with goals or programs that differ from the District, please identify the public agency goal, the achievement by the bidder, and a description of the projects.

Provide the SBE/Micro-SBE/VBE/DBVE/Local Worker/We Build information like the following example:

Project	Contract Amount	Completion Date	SBE/ Micro-SBE %	Local Worker%	Number of We Build Workers	VBE/ DVBE %
Project Name & Location			25	45	1	
Project Name & Location					2	3
Project Name & Location			20		9	
Project Name & Location					7	2
Project Name & Location			21	50		
Project Name & Location					8	5
Project Name & Location			38	45		
Project Name & Location				33		

Evaluation Criteria: All of the information requested above is required. If a proposer is not able to provide the information requested, please clearly state within the submission. Any sections left blank or without any response, will be scored accordingly. Two of the selection criteria for the evaluation of the proposals will be the Proposer's plan to meet the SBE/Micro-SBE or VBE/DVBE participation requirements and the Proposer's plan to aid District in meeting the local worker participation goal and utilization of "WE Build" graduates. Proposals receiving the highest evaluations will be those clearly identifying a plan to maximize SBE/Micro-SBE or VBE/DVBE participation and a clear plan for local worker participation and use of "WE

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Build" graduates. In addition, higher evaluations will be given to plans that create opportunities to allow SBE/Micro-SBE or VBE/DVBE or local worker participation that might not have otherwise been possible. On a monthly basis, District will monitor compliance with the plans submitted by the successful Proposer.

The District, at its discretion, reserves the right to contact others, not limited to Districts, project managers, construction managers, inspectors, District staff, etc., to evaluate and score this section. The scoring of this section is not solely limited to the information provided by the proposer. The District will score the top three projects of each category (i.e. SBE, Local Worker, etc.).

SBE/Micro SBE certified subcontractors, service providers and material suppliers at all tiers may be counted in achieving these goals, but amounts passed through certified SBEs/Micro-SBEs and VBEs/DVBEs to non-SBE/non Micro-SBE or non-VBE/non-DVBE contractors, service providers or materials suppliers shall not be counted in achieving participation requirements unless such arrangements are approved in advance by District.

Elements considered important for this evaluation criterion include the proposed plan and detailed outline of how the plan will be successfully accomplished. Particular attention shall be paid to the provisions of the plan to encourage and accommodate participation in SBE/DVBE and "We Build" programs that might not otherwise be available.

4.10 Safety **1 Point Total**

Proposals will be awarded the full points in this category if the Design-Build Entity's safety record is deemed "acceptable". The Design-Build Entity's safety record shall be deemed "acceptable" if its Experience Modification Rate (EMR) for the most recent three (3) years period is an average of 1.00 or less, and an average total Recordable Injury Rate (RIR) for the most recent three (3) year period does not exceed the applicable statistical standards for its business category, or if the bidder is a partner to an alternate dispute resolution system as provided in Section 3201.5 of the Labor Code.

Evaluation Criteria: The District will utilize information from the Design-Build Entity's general prequalification application to score this section. Proposer is not required to provide further information.

5. SUBMISSION REQUIREMENTS

5.1 Solicitation Provisions

Written Documents: The written materials should use an 8 ½" x 11" format single-sided using 12 point or larger font size. Provide a title page identifying the Design-Build Entity's name, address, email address, telephone number and fax number and a full Table of Contents in the front that follows the submission requirements described in Section 4, Response to This Request for Qualifications. Provide tabs for each category described in Section 4, Response to This Request for Qualifications.

In the footer of each page within the document, provide the name and address of the prime/general contractor or joint venture, the volume number and date submitted. If necessary, provide the revision number for the amended page.

Request for Qualification Submittals: An electronic submission is required. Oral, telephone or fax submissions will be rejected. Design-Build Entities shall provide an electronic version of the SOQ in its entirety, using read-only Word files or Adobe Acrobat PDF files, **and submit through the Ariba Business (Supplier) Network on or before the due date and time indicated in the Important Information page of this RFQ.**

The URL to access this RFQ is:
https://portal.us.bn.cloud.ariba.com/dashboard/public/appext/comsapsbncdiscoveryui#/leads/search?anId=AN01650823748

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Firms intending to respond to this solicitation must register at the **Ariba Business Network Discovery** website (https://discovery.ariba.com) and create a profile.

Please visit the URL provided above, follow the on-screen instructions to register (if you are a new user), and access the solicitation. Once registered and logged in, you may download and review the RFQ document in preparation to submit a response via the Ariba Business (Supplier) Network.

A virtual drop-in session has been scheduled every Tuesday and Thursday from 11 am to 12 pm to provide a walkthrough on how to respond to LAUSD solicitations in the Ariba Business (Supplier) Network.

You are welcome to attend this drop-in session, and no RSVP is necessary:

Tuesdays, 11:00am – 12:00pm (PST) Click Here to Join

Thursdays,11:00am – 12:00pm (PST) Click Here to Join

At the sole discretion of the District, submittals received after the time and date indicated may not be accepted. Factors, including, but not limited to, technical difficulty is the responsibility of the Design-Build Entity, not the District. Design-Build Entities shall assume full responsibility for timely submittals.

The SOQ submittals will NOT be publicly opened.

Design-Build Entities will bear all costs of this RFQ/RFP except for any compensation provided by the District.

Provide identification of the person authorized to contractually bind the Design-Build Entity, including, without limitation, the authority to bind Design-Build Entity to the terms of contract adjustments and certify under penalty of perjury that the SOQ is accurate and complete.

6. GENERAL RULES

6.1 Exceptions and Qualifications

Any exceptions or qualifications must be addressed through the RFC/RFI process. The District at its sole discretion may accept or refuse any exceptions or qualifications proposed.

6.2 For questions related to the RFQ, contact the Analyst-in-Charge of this RFQ. The contact information is indicated in the Important Initial Information page of this RFQ.

6.3 Addenda Prior to Date Set for Receipt of the SOQ

The District reserves the right to revise or amend the solicitation prior to and/or after the date set for receipt of the SOQ. Such changes, if any, will be announced by via addenda to this solicitation. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

All questions and requests for clarification/information (RFC/RFI) must be received no later than close-of-business on the date prescribed in the "RFQ/RFP dates" on the cover page of the RFQ. The District will respond to the RFC/RFI's in accordance with the date prescribed in the schedule.

The District reserves the right to address questions received following the closing of the solicitation with those Proposers within the competitive range should one be established. Any interpretations made will

be in the form of an addendum to the solicitation and will be furnished to all prospective Proposers via email to the proposers' designated point of contact.

6.4 Disposition of Unsuccessful Proposals

The District will retain one copy of all unsuccessful Statements of Qualifications for up to one (1) year.

6.5 Source Selection Information

Evaluation and recommendations will be made by the District's Source Selection Panel, appointed by the Chief Procurement Officer or his/her designee and will be based, in part, on the advice of a technical review panel.

Contact with District's Source Selection Panel Members, the Board of Education or their staff is prohibited. Design-Build Entities invited to respond to an RFQ/RFP are prohibited from discussing the requirements of the RFQ, the RFP, and the project with any member of the Source Selection Panel. Any such contact will be grounds for disqualification. Proposers shall maintain the "Cone of Silence" per the District's Code of Conduct:

> *Maintain the Cone of Silence* – Design-build Entities (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 of the District's Contractor Code of Conduct, in Exhibit A, 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 a Request for Proposal (RFP) and Request for Qualification (RFQ) 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.
>
> (a) 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

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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).

6.6 Agreement to Prepare a Priced Proposal in Response to an RFP

If a Design-Build Entity's qualifications are accepted and is shortlisted, the Design-Build Entity will be expected to submit a proposal within the duration specified in the RFP. Shortlisted Proposers must prepare a priced proposal for the design and construction of the project in accordance with the RFP.

All proposals submitted will remain subject to acceptance for 90 days after the day of the proposal opening. The District may, at its sole discretion, release any proposal prior to that date.

6.7 RFP Design Submittal Requirements

The shortlisted Design-Build Entities shall submit design documents in accordance with the RFP. The District reserves the right to modify the submittal requirements prior to release of the RFP or via addenda during the RFP process.

6.8 Lump Sum for Design and Construction Costs

The design and construction costs will be subject to the funds available for this project. The District seeks to procure the highest quality functional design that meets or exceeds the requirements and project criteria established in the RFP with the funds available. The District may not be able to make an award if the proposed prices exceed the available funds for this project.

7. 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 the RFQ/RFP. The District reserves the right to:

a. Reject any and all proposals.
b. Revise through Addendum and/or cancel the solicitation.
c. Issue subsequent solicitations.
d. Remedy technical errors in the solicitation process.
e. Award in any combination of the bid (e.g., by line, by category, as a whole, or not award).
f. Seek the assistance of outside technical experts in qualification and proposal evaluation.
g. Approve or disapprove the use of particular subcontractors.
h. Award a contract to one or more proposers.
i. Waive informalities and irregularities in the RFQ/RFP.

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j. Award without discussion.

k. Disqualify proposers upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposers.

l. Negotiate contract terms with the apparent successful Proposer.

8. PUBLIC RECORDS ACT REQUEST

Responses to this RFQ become the exclusive property of District and subject to the California Public Records Act. Those elements in each response which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. **District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court**. Proposers, which indiscriminately identify all, or most of their submittal as exempt from disclosure without justification may be deemed non-responsive.

In the event District is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", Proposer agrees, upon submission of its proposal for District's consideration, to defend and indemnify District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

9. FILING OF PROTESTS

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

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

Protests relating to a recommendation for contract award must be filed by an "interested party" within five (5) business days after release of the solicitation results. Failure to file a timely protest is a failure to exhaust an administrative remedy and shall act as a waiver of the right to challenge the recommendation for contract award.

All protests shall be filed via email to protest@lausd.net and in writing with the District's Chief Procurement Officer (CPO) or designee. Emailed protests must contain in the "Subject" line the advertised solicitation name and number with the name of the Contracting Officer.

Written protests shall be filed with the **Chief Procurement Officer, Los Angeles Unified School District, 333 S. Beaudry Avenue – 28th Floor, Los Angeles, CA 90017**. Include identification of the proposed solicitation name and number on the outside of the envelope/package with the Contracting Officer's name

The protest shall, at a minimum, contain the following:

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

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

10. CONCLUSION

This RFQ shall not, in any manner, be construed to be an obligation on District to enter into a contract or result in any claim for reimbursement of cost for any efforts expended in responding to the RFQ or in anticipation of any contract.

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EXHIBIT A

CONTRACTOR CODE OF CONDUCT

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Exhibit A

CERTIFICATION OF COMPLIANCE TO LOS ANGELES UNIFIED SCHOOL DISTRICT'S

CONTRACTORS CODE OF CONDUCT (Rev. 11/06)

I, the undersigned, affirm, under penalty of perjury under the laws of the State of California, that I am authorized by the Proposer submitting to this RFQ & RFP to execute this Code of Conduct on its behalf.

The Proposer certifies that he/she has read and intends to fully comply with all provisions of the Los Angeles Unified School District's Contractors Code of Conduct (attached to RFP as a PDF File of 12 pages).

Proposer further agrees to submit a Meaningful Conflict Disclosure Statement, as defined in the Contractors Code of Conduct, with the RFQ & RFP submittal, if appropriate during the contractor procurement process or to the Director Facilities Contracts during the project contractual term if any potential or actual conflicts arise.

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

Executed on_____, at_____.

_____ _____

Signature Title

Attachment: LAUSD Contractor Code of Conduct (12 pages, PDF File) and Fraud is Investigated by the Office of The Inspector General.

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LOS ANGELES UNIFIED SCHOOL DISTRICT
Contractor Code of Conduct
Adopted: 12/00; Revised: 11/02, 11/06

Preamble

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

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

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

1. Contractors

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

2. Mission Support

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

3. Ethical Responsibilities

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

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

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

A. *Demonstrate Honesty and Integrity* – Contractors shall adhere to the highest standards of honesty and integrity in all their dealings with and/or on behalf of LAUSD. As a general rule, Contractors must exercise caution and avoid *even the appearance of impropriety or misrepresentation*. All communications, proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.

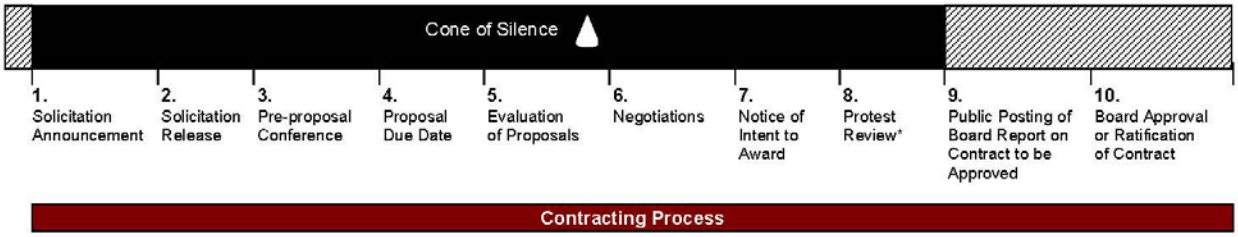
B. *Be a Responsible Bidder* – Contractors shall demonstrate a record of integrity and business ethics in accordance with all policies, procedures, and requirements established by LAUSD.
   (1) Critical Factors – In considering a Contractor's record of integrity and business ethics, LAUSD may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental agencies, tax

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

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

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

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



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

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

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

E. *Provide Contracting Excellence* – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to LAUSD, so that the public is served with the best value for its dollars.

F. *Promote Ethics Standards* – Contractors shall be responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in this Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors may draw upon the resources provided by LAUSD, including but not limited to those made available by the Ethics Office, the Procurement Services Group, and the Facilities Contracts Branch. Such training resources and additional information about LAUSD policies can be found on 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

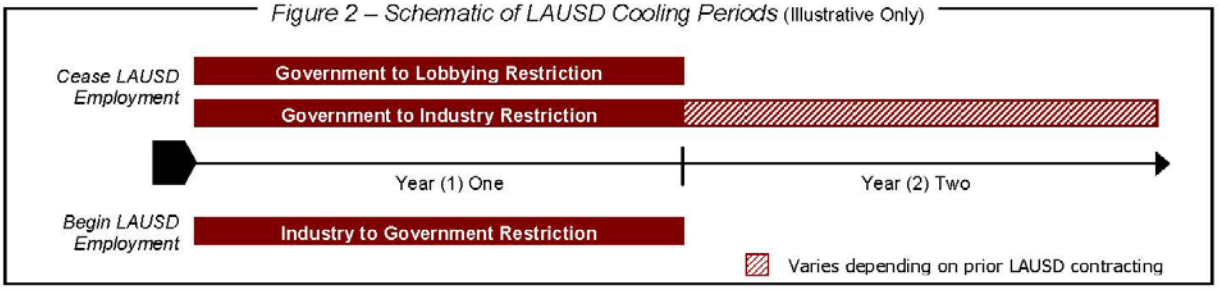
they are designated Form 700 Statement of Economic Interest filers. Additionally, if there is a procurement underway involving Sue or her firm, she should not give gifts to the LAUSD officials who are part of the evaluation process until the contract is awarded. Finally, Sue may also want to keep in mind that a nice personalized thank-you note can pack quite a punch!

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

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

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

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*
   (1) For the purposes of this policy, close relatives shall be defined as including spouse, sibling, parent, grandparent, child, and grandchild. Cohabitants shall be defined as persons living together.

O. *Engaging in prohibited communication with LAUSD officials during the Cone of Silence time period(s) of the contracting process*
   (1) In a competitive contracting process, the Cone of Silence begins from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced by LAUSD until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved.
   (2) In a non-competitive contracting process, the Cone of Silence begins at the time when a proposal is submitted to LAUSD until the time the contract is fully executed.

P. *Employing any current or former LAUSD employee to perform any work prohibited by the "Cooling Periods" defined in Section 4F of this Code*

Q. *Making or participating in the making of governmental decisions on behalf of LAUSD when a Contractor or its Representatives has an existing financial interest that is prohibited under the law*

R. *Making any substitution of goods, services, or talent that does 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.

FRAUD IS INVESTIGATED BY THE OFFICE OF THE INSPECTOR GENERAL

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

Examples of offenses and corresponding maximum sentences are:

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

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

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

EXHIBIT B

SMALL BUSINESS ENTERPRISE (SBE) AND MICRO-SBE UTILIZATION PROGRAM

SAMPLE

EXHIBIT B
SMALL BUSINESS ENTERPRISE (SBE) AND MICRO-SBE UTILIZATION PROGRAM

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

Instructions

Companies wanting to register their business and/or apply for small business enterprise certification may do so using the LAUSD vendor registration module. The registration module and help documents may be found using the links below. To begin the registration process, a new user profile must be created using the website vendor portal – **https://achieve.lausd.net/Page/11826**

Once you click on the website above, please click the following to register your company:

- Apply for a District Vendor Number before applying for certification. Click on **"Apply for Vendor Number here"**.
- Online Certification: **"Certify Your Company Now!"**
- After your company is registered, you can then certify as an SBE.
- Small Business Vendors who are already SBE/Micro-SBE certified can submit Non-LAUSD SBE/Micro-SBE Certifications towards obtaining an approval.
- NON-LAUSD SBE/Micro-SBE CERTIFICATION: To begin submitting Non-LAUSD SBE/Micro-SBE Certifications, from the Vendor Profile page, click on the "Upload Current SBE/Micro-SBE Certification" link next to the section "Non-LAUSD SBE/Micro-SBE Certifications."

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

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

- **Small Business Size Standards**

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

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

SAMPLE

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

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

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

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

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

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

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

Woman-Owned Business Enterprise (WBE) – A business enterprise that is at least 51 percent owned by a woman or women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women and whose management and daily business operations are controlled and operated by one or more women. (Provide copy of certification.)

SAMPLE

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

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

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

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

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

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

- Is independently owned and operated, is not dominant in the field of operation in which it is proposing, has its principal place of business located in the United States and is organized for profit;
- Is at least 51 percent owned, or in the case of a publicly owned business, at least 51 percent of its voting stock is owned by United States citizens or lawfully fully admitted permanent resident aliens;
- Has, including its affiliates, a number of employees or annual receipts not exceeding the regulatory requirements found in 13 CFR Part 121.

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

Manuel Carcamo via email at manuel.carcamo@lausd.net .

SAMPLE

1. To ascertain your small business size standard or applicable NAICS code, visit: **https://www.sba.gov/category/navigation-structure/contracting/contracting-officials/small-business-size-standards** and **https://www.sba.gov/content/north-american-industry-classification-system-codes-and-small-business-size-standards**

2. To view specific LAUSD information, visit:

   - **CONTRACTOR PREQUALIFICATION**
     - Email: Prequalification@laschools.org

   - **CONTRACTING OPPORTUNITIES:**
     - Facilities Construction Contracts
       - Visit: https://www.laschools.org/new-site/bidding-opportunities/
     - Best Value Contracts
       - Email: bvdbcontracts@lausd.net
       - Visit: https://www.laschools.org/new-site/bidding-opportunities/best-value/construction-contracts
     - Design-Build Contracts
       - Email: bvdbcontracts@lausd.net
       - Visit: https://www.laschools.org/new-site/bidding-opportunities/best-value/17250
     - Professional Services Contracts
       - Email: PScontracts@lasud.net
     - Architecture & Engineering Contracts
       - Email: AEcontracts@lausd.net

   - **FSD CONTRACTOR INVOICE SERVICE DESK**
     - Telephone: 1-866-604-7521 or
     - Email: fetuinvoices@laschools.org

   - **SMALL BUSINESS EVENTS & WORKSHOPS**
     - Visit: Procurement Services Division – https://achieve.lausd.net/Page/11826 and
       Facilities Services Division – https://www.lausd.org/Page/18914
       - Email: sbe@lausd.net and Manuel Carcamo at manuel.carcamo@lausd.net

SAMPLE

Exhibit C

Disabled Veteran Business Enterprise (DVBE)/ VBE Utilization Program

SAMPLE

Exhibit C

Disabled Veteran Business Enterprise (DVBE)/VBE Utilization Program

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

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

VBE certification eligibility requirements are available at:

1. https://www.caleprocure.ca.gov/pages/sbdvbe-index.aspx
2. https://www.va.gov/osdbu/
3. https://www.sba.gov/federal-contracting/contracting-assistance-programs/service-disabled-veteran-owned-small-businesses-program#section-header-2

Or, if VBE certification is not available, VBEs may submit copies of the following documents:

1. DD214 (Certificate of Discharge from Active Duty)
2. Article of Organization from California State Business Portal https://businesssearch.sos.ca.gov/ or DBA registration document (if sole proprietor)
3. VBE letter confirming:
   a. 51% plus ownership by Veteran(s)
   b. 30 plus hours per week dedicated to VBE

B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this RFQ/RFP and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.

C. LAUSD advises potential bidders/proposers that the DVBE/VBE participation which the bidder/proposer commits to in their bid/proposal package becomes a contract requirement. The LAUSD will enforce the DVBE/VBE participation proposed.

D. Firms claiming DVBE/VBE participation must execute a copy of the DVBE/VBE Utilization Report included in this RFQ/RFP package and include it in their RFQ/RFP response.

MONITORING/PENALTIES

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

SAMPLE

EXHIBIT D

LINKED LEARNING /
WORK-BASED LEARNING PROGRAM

SAMPLE

EXHIBIT D
LINKED LEARNING/WORK-BASED LEARNING PROGRAM

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

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

SAMPLE

4.4. The District may photograph participating Contractor representatives and publish those photographs in District promotional and reporting materials relating to the District's Linked Learning program; and

4.5. Should Contractor fail to provide the WBLP, in particular, as provided herein, then, in addition to all other remedies to which the District may be entitled, at law and in equity, the District may take Contractor's failure to perform as promised into consideration in the event Contractor is under consideration to provide services to the District in the future.

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

- https://achieve.lausd.net/LinkedLearningVendors
- https://achieve.lausd.net/Page/8112

SAMPLE

EXHIBIT E

DRUG-FREE WORK ENVIRONMENT

SAMPLE

EXHIBIT E
DRUG-FREE WORK ENVIRONMENT

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

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

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

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

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

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

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

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

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

SAMPLE

2. Reasonable Suspicion Testing: "REASONABLE SUSPICION" means a suspicion based upon the observation of objective facts or specific behavior (or the report of such facts or behavior by a person believed to be reliable) which would lead a prudent person of ordinary intelligence to conclude that an individual may be using drugs and alcohol or in some other way is unfit to safely perform their job tasks.

3. For Cause, Reasonable Suspicion Testing will be used when there is a reasonable suspicion that a Contractor employee shows signs of possible intoxication, or is under the influence of drugs, or other facts that would lead a prudent person to be concerned about the individual's safety, the safety of others due to the person's physical condition or behavior covered under this policy.

4. All Contractor employees must agree to abide by this policy and must consent to drug testing and to the release of test results to their employer and/or District designated representatives as a condition of continued District job site access.

B. General Testing Procedures

1. The drug test will be taken from urine specimens and analyzed by a certified professional laboratory Contractor.

2. The contracted facility will assure proper handling of the specimens so that the sample results can be traced to the proper individual. A chain-of-custody procedure will be developed to show a paper trail of the custody of samples at all times. The facility will also take necessary steps to avoid any dilution or alteration of specimens. This will be facilitated by using tamper resistant seals on all sample bottles.

3. Confirmation of test results will be reported to the employee's employer. The process normally takes 24 to 48 hours to be completed.

4. Testing will check for the following drugs:

Amphetamines	Cocaine
Phencyclidine	Opiates
Marijuana (THC)	

5. Any Contractor employee who is tested will have the right, if requested by that Contractor employee, to see the results of their test.

6. Contractor employees who have a positive test result will have a follow up confirmation drug test supervised by the designed testing facility.

7. Once documentation of a positive drug test is received, the Contractor will be notified. District will be notified of positive test results by the Contractor.

8. Contractor employees whose tests are confirmed positive by the confirmation drug test will be notified by the Medical Review Officer (MRO). At the earliest reasonable time, an interview with the MRO will be scheduled with the Contractor employee to discuss the impact of the positive test results on continued access to District property.

SAMPLE

9. District and the Contractor will:

   (a) Maintain confidentiality of records associated with the administration of this policy.

   (b) When required the District will counsel Contractor management regarding the administration of this policy.

10. Prescription Drugs

   (a) Contractor employees are required to inform their employer of any use of current prescribed medicine that could affect their performance, *this includes the use of medical marijuana*. They may be required to provide written statements from their doctor(s) regarding the drug(s) effect on the Contractor employee's performance of job duties and to present this statement to their employer.

   (b) Contractor employees will not be allowed to operate equipment or perform their assigned job tasks if medication could interfere with safe equipment operations.

   (c) Contractor employee failure to notify their employer with a written statement from their doctor regarding the use of medication that could affect performance on the job could lead to denial of job site access.

C. Post-Accident Drug Testing

1. Any Contractor employee involved in an accident/incident resulting in injury/illness or property damage will be required to be tested for chemical substances within two hours of the incident (medical circumstances permitting). Failure or refusal to be tested will be considered as an insubordinate act and the Contractor employee will be denied access to District's property. All accidents/incidents reported after the fact will be subject to drug testing.

2. The designated medical treatment facility will be responsible for the collection of specimens assuring proper handling of samples.

3. Contractor employees may be required to sign a consent form for drug or alcohol screening in the event of an occupational injury/illness.

4. In the case of an accident/incident requiring drug screening, it will be the Contractor supervisor's responsibility to see that the appropriate releases have been signed and that the Contractor employee proceeds with testing per above. This can be completed when the supervisor transports the employee to the designated medical facility.

5. If the test results indicate alcohol concentration at or above (.02%) or other regulatory standards, the Contractor employee is subject to having Owner site access denied.

D. Testing for Just Cause

1. Upon reasonable suspicious acts, a Contractor employee may be required to take a drug test. "Just cause" testing must be approved by the employee's supervisor.

SAMPLE

2. The individual observing a Contractor employee who, in their objective opinion, shows abnormal behavior, impairment, or incoherent tendencies must confirm such observation through their immediate supervisor.

3. If the immediate supervisor confirms such observations, the Contractor employee shall be tested by the Contractor's designated testing facility. If the employee refuses, disciplinary action to include denial of District site access will be warranted. It is the Contractor's responsibility to see that a drug test requisition is signed, and that the employee is provided transportation to the collection site for testing.

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

E. Collection Procedures

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

F. Positive Detection Procedure

1. No information on drug types or amounts will be released to anyone other than the employee's employer, and if applicable, the General/Prime Contractor supervising construction activities.

2. In order to ensure the accuracy of the initial test results, all positive test results will have an additional confirmation test. If the confirmation test results are positive the employee will be notified by the MRO. The employee and his supervisor will meet following notification in a confidential setting.

3. If the test results are positive for cocaine, opiates, phencyclidine, barbiturates, amphetamines, marijuana, the Contractor employee will be denied access to District's property.

4. If the test results show an alcohol concentration equal to or above .02%, the Contractor employee will be denied access to District's property.

5. The above provision (3 and 4) also applies to incidents where an employee refuses to submit to a drug screen. Refusal to test will be considered a positive test result.

G. Violations Meriting the Denial of Access to District Property

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

1. The Contractor employee or person refuses to submit to a search, and/or inspection, and/or drug test when requested by their employer, the District and/or (if applicable) the General/Prime Contractor.

2. The Contractor employee or person has submitted to a drug test and, in the judgment of their employer, District, (if applicable) the General/Prime Contractor and/or the approved drug testing facility, has degraded, diluted, switched, altered or tampered with their sample.

3. While on District's property, the Contractor employee or person was using, manufacturing, distributing, dispensing, selling, or possessing alcohol or illegal drugs.

SAMPLE

EXHIBIT F

PROVISIONS REQUIRED OF FEDERALLY FUNDED CONTRACTS

(As Applicable)

SAMPLE

EXHIBIT F

PROVISIONS REQUIRED OF FEDERALLY FUNDED CONTRACTS
(*As Applicable*)

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

Contractor acknowledges and agrees that should the Los Angeles Unified School District (the "District") seek federal funds to pay for or reimburse expenses for equipment or services under that certain Agreement, the applicable clauses provided in Appendix II to Part 200-Uniform Administrative Requirements, Cost Principles, and Audits Requirements for Federal Awards (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326 in addition to certain contract clauses recommended by FEMA shall apply to the Agreement. A list of the required contract provisions and their applicability are provided in Exhibit A, which is attached hereto and incorporated herein. Contractor and the District agree to the following terms and conditions:

1. EQUAL EMPLOYMENT OPPORTUNITY

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

SAMPLE

conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

SAMPLE

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. DAVIS-BACON ACT

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, Contractors are required to pay wages not less than once a week.

3. COPELAND ANTI-KICKBACK ACT

a. Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. §5.12."

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4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. *Overtime requirements*. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

d. *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit

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Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II (F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreement Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

Clean Air Act

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

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7. DEBARMENT AND SUSPENSION

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractors who apply or bid for an award of $100,000 or more shall file the required certification as shown on Exhibit B to this Addendum. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

   1. Competitively within a timeframe providing for compliance with the contract performance schedule;

   2. Meeting contract performance requirements; or

   3. At a reasonable price.

b. Information about this requirement, along with the list of EPA- designated items,

SAMPLE

is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

10. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

b. Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or 56 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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c. Exceptions.

1) This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

SAMPLE

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

11. DOMESTIC PREFERENCE FOR PROCUREMENTS

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

12. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA.

13. ACCESS TO RECORDS

a. The following access to records requirements apply to this Agreement:

(1) The Contractor agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

SAMPLE

14. DHS SEAL, LOGO, AND FLAGS

The Contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

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

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

16. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

18. SOCIOECONOMIC CONTRACTING

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)- (5) to ensure small businesses, minority businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are considered when possible and in accordance with applicable law.

19. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT

If applicable, the Contractor grants to the District, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the District or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the District data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the District.

SAMPLE

20. PROVIDING GOOD, SAFE JOBS TO WORKERS

Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable

21. BUY CLEAN

The District encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the District encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

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

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

SAMPLE

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

Table of Contents/Quick Reference Guide

	Provision	Contract Criteria	Required/Applicability
1.	Equal Employment Opportunity	Construction work	Yes, exact language required. 41 CFR Part 60-1.4(b)
2.	Davis Bacon Act	Construction work	**Not required for PA or HGMP grants**
3.	Copeland Anti-Kickback Act	Construction work > $2k	**Not required for PA or HGMP grants**
4.	Contract Work Hours and Safety Standards Act	> $100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
5.	Rights to inventions made under a contract or agreement	Funding agreement	**Not required for PA or HGMP grants**
6.	Clean Air Act and Federal Water Pollution Control Act	>$150k	Yes
7.	Debarment and Suspension	All (>$25k)	Yes
8.	Byrd Anti-Lobbying Amendment	All (>$100k: Certification)	Yes. Exact language and certification (certification required for contracts exceeding $100,000)
9.	Prohibition on Contracting for Covered Telecommunications Equipment or Services	Contracts and subcontracts under FEMA declaration or grant award issued on or after November 12, 2020.	Yes.
10.	Domestic Preferences for Procurements	Contracts under FEMA declaration or grant award issued on or after November 12, 2020	Yes.
11.	Build America, Buy America Act (BABAA)	Infrastructure projects under applicable grant awards issued on or after January 2, 2023.	**Not applicable for PA or HGMP grants**
12.	Procurement of Recovered Materials	All	Yes

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	Provision	Contract Criteria	Required/Applicability
13.	Access to Records	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
14.	DHS Seal, Logo, and Flags	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
15.	Compliance with Federal Law, Regulations and Executive Orders	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
16.	No Obligation by Federal Government	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
17.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
18.	Socioeconomic Contracting	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
19.	Copyright	All contracts that may involve creation of copyrightable material	Recommended by FEMA and deemed incorporated to contracts that involve creation of copyrightable material, unless otherwise stated in the Agreement or amendment thereto.
20.	Providing Good, Safe Jobs to Workers	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
21.	Buy Clean	All	Recommended by FEMA and deemed incorporated unless otherwise stated in the Agreement or amendment thereto

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Exhibit B –

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

SAMPLE

EXHIBIT G

179D Tax Credit Program for Facilities

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EXHIBIT H
179D Tax Credit Program for Facilities

For the purposes of this section, the term "CONTRACTOR" shall refer to the Architect-Engineer with whom the District has entered into the Agreement and that would qualify as the entity primarily responsible for designing certain energy efficient improvements for property owned by a Federal, State, or local government or a political subdivision as defined by Internal Revenue Code Section 179D, as amended ("Section 179D").

If this Agreement pertains to a project that includes energy-efficiency improvements to (a) the interior lighting systems, (b) the heating, cooling, ventilation, and hot water systems, or (c) the building envelope, and CONTRACTOR qualifies as a "Designer" of these improvements, CONTRACTOR may opt to be treated as the taxpayer for the purposes of Section 179D, and if so, shall coordinate the allocation of that deduction as follows:

a. LAUSD has retained an Energy Policy Act ("EPAct") Coordinator to act on its behalf in connection with the allocation of the Section 179D tax deduction. No other companies or individuals are authorized to represent LAUSD in relation to this allocation; only the District's EPAct Coordinator is authorized.

b. LAUSD intends to allocate a portion of the tax deduction to CONTRACTOR, following third-party certification of the required energy savings under Section 179D. In exchange, CONTRACTOR shall provide cash compensation (sometimes referred to as a "rebate") to LAUSD in an amount calculated to yield equal net values for both parties, where net value is defined as the value of the benefit remaining after relevant adjustments are made. (See 43.e. below.) The form of the rebate will be a check payable to "Los Angeles Unified School District" issued within 45 days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return for the year the energy efficiency improvements were placed in service.

c. CONTRACTOR will arrange, at its own expense, for certification by a qualified third party that the installed energy-efficiency property meets the requirements established by Section 179D, and will submit that certification to LAUSD's Facilities Legislation, Grants and Funding office (FLGF) within 15 days of obtaining it.

d. FLGF will submit the certification to the LAUSD Chief Facilities Executive (CFE) along with a completed allocation statement (template attached), which the CFE will sign and submit to CONTRACTOR within 15 days of FLGF's receipt of the certification.

e. CONTRACTOR will submit to the U.S. Internal Revenue Service a tax return (or amended tax return) that includes the Section 179D deduction. Within 15 days of receiving the tax refund or other benefit of the tax deduction, CONTRACTOR will provide all information necessary for EPAct Coordinator to calculate the gross and net values of the tax benefit, where the gross value to LAUSD will be the amount of the check to be issued by CONTRACTOR to LAUSD (i.e. the rebate); the net value, which will be equal for both parties, will be the value of the benefit remaining after all relevant adjustments for each party have been made. CONTRACTOR's information needed for these calculations will consist of invoices for legal, accounting, and certification services; an adjustment will also be made for the value of the tax deductibility of

SAMPLE

CONTRACTOR's rebate to LAUSD. LAUSD's relevant adjustment will consist of its fee and expenses for the EPAct Coordinator.

f. EPAct Coordinator will provide this calculation to CONTRACTOR so that CONTRACTOR can submit the rebate check to LAUSD. The check must be delivered to FLGF within 45 days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return.

g. CONTRACTOR will remain solely liable for any penalties, interest, or costs that might result from the preparation, submittal, or any other future disposition of its claim of the Section 179D tax deduction.If this Agreement pertains to a project that includes energy-efficiency improvements to be installed in a building as part of (a) the interior lighting systems, (b) the heating, cooling, ventilation, and hot water systems, or (c) the building envelope, and CONTRACTOR does not qualify as a "Designer" of these improvements according to Section 179D, then CONTRACTOR will identify its Designer subcontractors and the energy-efficiency improvements for which each subcontractor is responsible so that LAUSD can contact them directly regarding possible allocation of LAUSD's Section 179D tax deduction benefits.

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EXHIBIT H

OVERALL SITE PLAN

SAMPLE

EXHIBIT H – OVERALL SITE PLAN

School Name
Project Description

SAMPLE

Attachment 1

Firm Information Form

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Attachment 1 — Firm Information Form

Firm Name		
Firm Address		
Firm Phone No.	**Firm Fax No.**	**Federal Tax ID No.**
LAUSD Ariba Vendor No.[1]	**Duns No.**	**CA DIR No.**
Business Type (Sole Ownership, Partnership, Corporation, Joint Venture, other). (Start date of business or incorporation, U.S. State of Incorporation)		**CSLB/CA Architect License No.**
SBE Certification (if any): ____ Yes ____ No Expiration Date: _____	**DVBE Certification (if any):** ____ Yes ____ No Expiration Date: _____	
Parent Company (if any)		
Parent Company Address		
Parent Company Phone	**Parent Company Fax**	
Tax ID No.	**DUNS No.**	
Names of Two (2) Principals/Officers Contact Information:		
Name and Title of Principal/Officer #1		
No. of Years with Company	**Phone No.**	**E-Mail**
Name and Title of Principal/Officer #2		
No. of Years with Company	**Phone No.**	**E-Mail**
Name of Person Responsible for Contract Contact Information:		
Name and Title		
No. of Years with Company	**Phone No.**	**E-Mail**

[1]If you do not have an LAUSD SAP Vendor Number, visit **https://achieve.lausd.net/Page/3904** (select "LAUSD SAP Vendor Number Application**,"** or go directly to the application, found 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#**). All subcontractors, including Small Business Enterprises, must have a vendor number.

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ATTACHMENT 2

EXPERIENCE FORM

SAMPLE

ATTACHMENT 2 – Experience Form

Note: Use this form, one form per project, two pages maximum.

Specialized Experience Form

Provide the following information to show examples of projects of similar size and scope.

Your Firm's Name:		Start Date:	
Name of the project:		Completion Date:	
Contract Amount:		Type of Facility:	

Identify the Designer or General Contractor for this project:

Your role: (Prime, Joint Venture, LLC, Integrated DB, Sub):

What Type of Delivery Method was used for this project?

Private Negotiated		Construction Management @Risk	
Design-Build		Bridging	
Design-Bid-Build		Other	

What type of specifications was used for this project?

Performance Specifications		Describe any Awards for this project:
Master Format Type Specifications		
Bridging Drawings and Specifications		

Reference: The Owner reserved the right to contact this organization or person and conduct a telephone interview for references. Confirm this reference is available.

Organization:	
Contact Person:	
Telephone:	
Email:	
Address:	
City, State, Zip:	

Provide the reference performance rating, if any:

Were you terminated or assessed liquidated damages? If either is "yes", please explain:

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Specialized Experience Form
Percentage of work self-performed:
Detailed description of work self- performed:
Describe any work you subcontracted to others:
General Scope of the Specialized Experience project: Photo(s), if available
Describe challenges that the project presented and how they were resolved - e.g., DSA, scheduling, etc.
Describe previous experience with the designer and contractor successfully working together (if applicable); and Successful outcomes for Owner/Client satisfaction.

SAMPLE

ATTACHMENT 3

RESUME

SAMPLE

ATTACHMENT 3 – Resume Form

Use this form; provide all the required information on one page.

Resume Form			
Position/Assignment for the Project:			
Name of person who will be supervising the work daily:			
Firm Name:		Number of Yrs. of Experience:	
Name:		This Firm:	
Title:		Other Firms:	
Degree:		Specialization:	
Year Earned:		Registration:	
Describe your specific experience and qualifications relevant to this project:			

SAMPLE

ATTACHMENT 4

PROPOSAL CERTIFICATIONS

SAMPLE

ATTACHMENT 4 – Proposal Certifications

CERTIFICATION A

CERTIFICATION OF COMPLIANCE TO DISTRICT ETHICS POLICY

The Proposer certifies that it is familiar with and in compliance with all provisions of the Los Angeles Unified School District's (DISTRICT) Ethics Policy including: l) no officer, principal, partner or major shareholder of the Proposer has been a Member of the Board of Education or been employed by the DISTRICT in the last l2 months; 2) no employee of the Proposer has been a Board Member or been employed by the DISTRICT within the last l2 months and a) participated in developing the contract specifications, or b) had substantial responsibility in the area to be performed by the contract; 3) the Proposer has not employed as a lobbyist any former DISTRICT Board Member/Alternate or employee who left the DISTRICT within the last l2 months; and 4) the Proposer did not receive any confidential information in connection with the procurement. The Proposer also certifies that no employee or member of its proposed team, including subcontractors, participated in developing the contract specifications, or had substantial responsibility in the area to be performed by the contract. The Proposer further certifies that is has set forth below the names of all former Board of Education Members and employees it intends to employ in connection with the services to be performed by the contract.

Former Board of Education Member, Employees:

_____ _____

_____ _____

_____ _____

_____ _____

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

Executed on_____, at_____,_____.

_____ _____

Signature Title

The complete Code of Conduct can be downloaded at this website:

https://achieve.lausd.net/site/handlers/filedownload.ashx?moduleinstanceid=42034&dataid=58773&FileName=Contractor_Code_of_Conduct_2018.pdf .

SAMPLE

Proposer:_____

Subcontractor/Subconsultant: _____

CERTIFICATION B

CONFLICT OF INTEREST

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

_____

PRINT NAME

_____

SIGNATURE OF OFFICER

_____

TITLE OF OFFICER

_____

NAME OF COMPANY

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

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

_____

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

   a. Were you a full-time employee? [Yes] [No]

      Part-Time employee? [Yes] [No]

      As-Needed employee? [Yes] [No]

      Consultant? [Yes] [No]

      Or other

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

_____

_____

SAMPLE

b. What were the date(s) of your employment/employment contract/consulting contract?

c. In which department(s) of DISTRICT did you work?

d. Who was/were your Supervisor(s)?

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

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

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

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

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

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

3. Are any of your former employee(s), (Consultants) presently employed by the DISTRICT?

[Yes]_____[No]_____. If the answer is "Yes", please provide the following information for each such employee(s).

SAMPLE

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

_____

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

_____

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

_____

_____

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

_____

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

_____

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

_____

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this_____day of_____, 20___; in the

_____,_____.
(City) (State)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

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CERTIFICATION C

CERTIFICATION OF PROPOSAL

A. The undersigned hereby submits its proposal and, unless otherwise stated, agrees to furnish services to the Los Angeles Unified School District in accordance with this RFQ, the exhibits and attachments thereto.

B. The Proposer has carefully reviewed its proposal and understands that the District will not be responsible for any errors or omissions on the part of the Proposer.

C. It is understood that the District reserves the right to accept or reject any or all proposals and to waive any informality in any proposal received.

D. It is understood that if a proposer's qualifications are accepted, the short-listed proposer will be expected to submit a proposal within the date specified in the RFP. Short-listed proposers must prepare a priced proposal for the design and construction of the project in accordance with the RFP.

E. I certify the USB drive submitted with this proposal (if requested) is a complete and accurate copy of the submitted proposal including the signature, all required attachments and any exhibits.

Date: _____

Name of Firm_____

By_____
Authorized Signature

Title_____

Address_____

_____

_____

Telephone ( ) _____ FAX ( ) _____

Federal Tax I.D. No. _____

Social Security No._____

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