LAUSD UNIFIED

Procurement Services Division

Invitation for Bids (IFB)

IFB R-26032

Fire Alarm Monitoring Services

Contracting Officer: Jina Jung

Email Address: jina.jung@lausd.net

Release Date: June 25, 2026

INVITATION FOR BIDS (IFB)

IFB Name:	**Fire Alarm Monitoring Services (Districtwide)**
IFB No.:	**R-26032**
Date Issued:	June 25, 2026
Non-Mandatory Pre-Bid Conference:	July 16, 2026, at 11:00 a.m. **Via Zoom**
Last Day for Questions:	July 17, 2026
Submittal Date:	July 31, 2026, before 11:00 a.m.
Board Date:	September 15, 2026 (approximate)
Anticipated Start Date:	October 1, 2026 (approximate)

BID PACKAGE MUST BE RETURNED IN ITS ENTIRETY (ALL 135 PAGES INCLUDING ALL THE REQUIRED BID SUBMITTALS). An electronic version of a signed copy of the entire bid in Adobe PDF format and the rate schedule in Excel format must be submitted through the SAP Business Network. Failure to submit the bid package in its entirety may cause a bid to be ruled non-responsive.

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LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Division | Facilities Contracts
333 S. Beaudry Ave, 28th Floor
Los Angeles, CA 90017

DATE: June 25, 2026
ATTENTION: Prospective Bidder
SUBJECT: Invitation for Bids (IFB) R-26032 Fire Alarm Monitoring Services (Districtwide)

The Los Angeles Unified School District is seeking bids for **Fire Alarm Monitoring Services,** as outlined in the scope of work. The resulting contract(s), if awarded, shall be for **three (3) years and two (2) optional one-year extension years.** District Contract awards are made in accordance with authority granted to the Los Angeles Board of Education under California Law (e.g. the Public Contract Code [PCC 20118.5-20118.9], Education Code, and Government Code). In accordance with Labor Code section 1720, 1771, 1771.5, 1774, 1815 and Title 8 CCR section 16433, the District requires the payment of prevailing wage for all projects over $15,000 when the project is for alteration, demolition, repair, or maintenance work. The District operates an approved Labor Compliance Program (LCP), which shall be enforced on all public works projects that exceed the monetary threshold above.

You are hereby invited to submit to the District a bid to furnish all the labor, materials, and any other related items required for performance under the subject IFB. Complete bids must be submitted through SAP Business Network no later than **11:00 a.m. (PST) on Friday, July 31, 2026.** Bids received later than the identified time and date will be rejected.

All bidders intending to respond to this IFB need to register at https://discovery.ariba.com.

Bids will **not** be publicly read. Bid tabulation for this IFB will be available on or before August 4, 2026.

Please read all sections of this IFB carefully to ensure that your response to this IFB contains all bidding information required to be considered responsive and responsible.

All questions concerning this IFB **MUST** be in writing via SAP Business Network. All answers to questions will be in writing and posted to the same website.

All requests for information/clarification regarding this IFB **must be received by the last day for questions** as noted on page one (1) of this IFB.

A non-mandatory pre-bid meeting will be held on **Thursday, July 16, 2026, at 11:00 A.M. (PST), via ZOOM at** https://lausd.zoom.us/j/86308574848. To ensure a smooth meeting, kindly **RSVP** by emailing jina.jung@lausd.net and pscontracts@lausd.net, including your company name and the names of any representatives who plan to attend along with their email addresses. All bidders are urged to attend. Visit https://zoom.us/ to set up a free account if you do not already have one. It is important to do this prior to the date of the meeting. For record keeping, kindly have your full name and company name on your Zoom profile.

Nothing said or discussed before, during, or after the non-mandatory pre-bid meeting shall in any way affect Bidder's obligation to strictly comply with the IFB. Visits to worksites, if required, must be approved by the District's site administrator.

Prospective bidders must not contact any District authorized representative or personnel working on behalf of the District (except those designated herein) prior to publication of the District's notice of contract award covering this requirement. Inappropriate contact by a prospective bidder may subject the bidder to disqualification from the contract award process.

The bid package must be submitted in its **entirety**, including this letter, all forms in Section IV **completed and signed**, any addenda issued, and any additional documents requested in the IFB (copies of licenses, certificates, etc.).

Any remarks, additions, or exceptions attached to the bid which conflict with terms and conditions herein, may cause it to be deemed non-responsive.

The District reserves the right to reject any and all bids, to waive informalities or irregularities to the extent permitted by law in any bid received, and to be the sole judge of the merits of the respective bids received. The award, if made, shall be to the responsive and responsible Bidder(s) who submit the lowest bid(s). The contract(s) that may be awarded hereunder is/are not exclusive. The District expressly reserves the right to contract for goods and services such as those referenced herein, through other contractors.

Sincerely,

Jina Jung

Jina Jung
Contract Administration Analyst
jina.jung@lausd.net

SECTION I

INTRODUCTION

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION I

A. GROUND RULES AND ASSUMPTIONS

The Bidder must retain a completed copy of their Bid Document in its entirety, as submitted to the District. In the event of an award, the Bid and all Bid Documents shall become the Contract Agreement. The successful bidder(s) (awardee(s)/contractor(s)) will receive, via email, a "Notice of Intent to Award" and executed contract.

1. SCOPE OF CONTRACT

The scope of the Contract is to provide **Fire Alarm Monitoring Services** for the District, in accordance with all the terms, conditions, and specifications specified herein.

2. LETTER OF BONDABILITY

Bidder must submit a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) with at least an A - VII Rating according to the current report published by A.M. Best Company which states Bidder's current available bonding capacity. The letter must be written by the surety company, accompanied by a Power of Attorney from the surety company, and addressed to the District. **Provide a copy of this letter with your bid.**

3. LABOR COMPLIANCE PROGRAM

This contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR") and the Los Angeles Unified School District's Labor Compliance Program.

4. TERM OF UNIT RATE REQUIREMENTS

The term of the Contract shall be **three (3) years plus two (2) renewal option one-year extensions.** The anticipated start date for work hereunder shall be on or about **October 1, 2026.**

5. BASIS OF AWARD

The award(s) shall be made to the most qualified, responsive and responsible Bidder(s) who submit the lowest bids, either "individually," "as a whole" or, whichever option may be in the best interest of the District.

The Basis of Award will be determined by the District's calculations, including cash discount.

An executed Agreement does not guarantee that work will be issued during the entire Contract validity period.

6. CONTRACT OFFICER

The contract shall be under the direction and subject to the approval of the Chief Procurement Officer, or designated representative. The Contract Officer for this Contract shall be:

Jina Jung
Email: jina.jung@lausd.net

7. CONE OF SILENCE

As described in the Contractor Code of Conduct, this procurement is under a "Cone of Silence." Except for inquiries made to the District's Ethics Office, all communications

regarding this IFB between potential Bidders and the staff of the District and consultants engaged by the District shall be addressed only to the Contract Officer. At no time PRIOR to the District's public posting of the Board Report shall Bidder(s) contact District officials or personnel regarding this IFB or any contract(s) to be awarded in response hereto. To do so may subject the Bidder to disqualification.

8. ORDER OF PRECEDENCE – SEALED BIDDING

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the provisions of the IFB and Exhibits to the IFB, said conflict or inconsistency shall be resolved by giving precedence in the following order: (a) provisions of the IFB and all addenda thereto; (b) District Contractor Code of Conduct; (c) Statement of Work; (d) Rate Schedule; (e) and Contractor's responses to the IFB.

9. INDEPENDENCE OF BID

Unless Bidder is furnishing a joint bid, by submitting this Bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.

10. FILING OF PROTESTS

All District procurements shall be conducted in a manner which assures that all prospective contractors are afforded fair and equal consideration in the selection of the successful contractor and award of District contracts in order to preserve and protect the integrity of the procurement process. To that end, any interested party shall have the right to have its complaint considered and resolved administratively by the District in an economical and expeditious manner. "Interested party," as used herein, means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

All protests shall be filed, handled and resolved in a manner consistent with the District's Protest Procedures. The District shall respond to each substantive issue raised in the protest. Protests relating to the content of this IFB document must be filed within ten (10) business days after the date the IFB is first advertised. Protests relating to a recommendation for award solicited by this IFB must be filed by an "interested party" within five (5) business days after the staff's written recommendation and Notice of Intent to Award is issued to the proposing firm(s). The date of filing shall be the date of receipt of protests by the District.

All protests shall be filed via email to protest@lausd.net and pscontracts@lausd.net. Further, a follow-up protest shall be filed in writing with the Chief Procurement Officer, Los Angeles Unified School District, Facilities Contracts, 333 S. Beaudry Avenue – 28th Floor, Los Angeles, CA 90017. No other location shall be acceptable. The protest shall, at a minimum, contain the following:

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

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

11. ACKNOWLEDGEMENT RECEIPT OF ADDENDA

It shall be the Bidder's responsibility to ensure receipt of all applicable addenda to this IFB.

12. CONCLUSION

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

END OF SECTION I – A. GROUND RULES AND ASSUMPTIONS

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 https://oig.lausd.org/

B. GENERAL BID REQUIREMENTS

1. AWARD OF CONTRACT

If an award is made pursuant to the bidding process, the Contract(s) shall be awarded according to the authority granted by the Board of Education of the Los Angeles Unified School District under California law (e.g., the Public Contract Code, Education Code, and Government Code). Ordinarily, Contracts are awarded to the lowest responsive and responsible Bidder. However, certain statutes, (e.g., Public Contract Code 20118.5-20118.9) authorize award for multiple Contracts to the Bidders providing the most qualified responsive bids, based on ranking, at the discretion of the Board of Education. The Board of Education reserves the right to award in accordance with the fullest authority granted it under State law.

Moreover, certain Contracts are designed to be awarded to the Bidders providing the most qualified responsive bids on specific items or parts. Bidders are cautioned and urged to pay specific attention to all terms and conditions in the bidding documents pertaining to such awards.

Bidders should retain a copy of their bid and all bidding documents. In the event of an award, the bid and all bidding documents shall become the Agreement. The only other documents provided to the successful Bidder shall be a signed “Services Agreement” form.

2. PUBLIC RECORDS ACT

Responses to this IFB shall be subject to the provisions of the California Public Records Act. The website address is: https://achieve.lausd.net/Page/3137 and email address: pra@lausd.net. Those elements in each Bid which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET,” "CONFIDENTIAL,” or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Bidder to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances, shall the District be responsible or liable to the Bidder or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Contractors.

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

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

3. DISTRICT RIGHTS

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

a. Reject any and all bids.
b. Revise through Addendum and/or cancel the IFB.
c. Issue subsequent IFB solicitations.
d. Remedy technical errors in the IFB process.
e. Award in any combination of the bid (e.g., by line, by category, as a whole, by region, or not award).
f. Seek the assistance of outside technical experts in bid evaluation.
g. Approve or disapprove the use of particular subcontractors.
h. Award a contract to one or more Bidders.
i. Waive informalities and irregularities in IFB.
j. Award without discussion.
k. Disqualify Bidders upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidders.

4. DUE DILIGENCE

If it is anticipated that the potential cumulative fee during this contract will exceed $5,000,000, the District will conduct a Due Diligence review on the firm and its principals/owners.

5. EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Bid, the Bidder shall become thoroughly familiarized with all bid and contract documents, and any addenda issued prior to the bid submission date. Such addenda shall form a part of the bid and shall be made a part of the Contract Documents. It shall be the Bidder's responsibility to ascertain that their bid acknowledges all addenda issued prior to the bid submission date.

6. ACCEPTANCE, REJECTION OR WITHDRAWAL OF BID

Bids submitted hereunder shall remain open, valid and subject to acceptance for a period of one hundred twenty (120) days after the Bid Opening Date. Upon mutual agreement by the District and the Bidder, the one hundred twenty (120) day period may be extended by an additional amount of time as mutually agreed upon. The District reserves the right to reject any and all bids.

The Bidder may withdraw its Bid at any time before the Bid Closing Date and Time. Such withdrawal shall not prevent Bidder from competing for future District procurements.

The successful Bidder shall be notified by the District of an award of contract through the issuance of a "Notice of Intent to Award" and executed contract. The Bidder's signed bid as submitted and accepted by the District shall constitute the Agreement.

7. BIDDER'S PAST PERFORMANCE

A Bidder may be ruled "non-responsible" based upon Bidder's unacceptable past performance which may include but not limited to late/non deliveries, partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default, poor performance evaluations, etc.

8. BIDDER'S INFORMATION WITH BID

Completed Submittal Forms shall be submitted as part of the bid package. The information provided therein shall be used solely for evaluating the qualifications of the Bidder

and their organization to carry out satisfactorily the terms of a contract. The forms must be filled out accurately, completely and submitted with the bid. Any errors, omissions, or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

The information contained in the Submittal Forms shall be considered confidential and made available only to employees of the Los Angeles Unified School District or Members of the Board of Education. Bidders desiring additional information concerning the forms or any of the other documents comprising the Bid or Contract Specifications may contact the Contract Officer.

9. INSPECTION OF BIDDER'S FACILITY

As part of the District's evaluation process, the District reserves the right to inspect the facilities of the Bidder prior to award of the Contract. If representative(s) of the District determines after such inspection that the Bidder may not be capable of providing proper and satisfactory service/product to the District, the Bidder may not be considered for an award. Additionally, the District reserves the right to inspect the Contractor's facility during the contract period at any time during normal business hours upon prior notice. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). If a Bidder is located out of town/state and/or products bid are manufactured out of town/state, the Bidder shall bear the transportation (both air and land) costs and accommodations of not more than three (3) District representatives, if an inspection of the facility is necessary, as determined by the District.

NOTE: Should an approved facility be vacated by the Contractor, a re-inspection shall be required under the same conditions for the new facility.

10. APPROVED BRAND(S) ***(when applicable)***

Brands that have been previously approved by the District may be included in the Bid Specification Section as "Brands apparently conforming to specifications." Brands previously approved may not need any further evaluation. Bidder may bid on these brands provided that there have been no changes made in any way subsequent to the District's approval, including but not limited to:

a. Manufacturer make/model
b. Manufacturer/Distributor model (part) number
c. Material and/or Quality
d. Design construction

Note: Sample(s) and/or specification sheets of product may still be required for previously approved product brands that meet the above criteria upon District request.

11. BRAND(S) NOT PREVIOUSLY APPROVED ***(when applicable)***

Bidder may bid on any alternate "equal" brand(s) that have not been previously approved by the District. If such items are bid, the Bidder must submit samples as indicated in this bid. However, an evaluation and testing period may be required to qualify any newly bid brand(s). The District reserves the right to exclude any brand(s) not previously approved by the District for bid award consideration if the evaluation and testing period required to qualify the newly bid brand(s) exceed ten (10) working days after receipt of samples from the Bidder. In such case, the evaluated brand(s) may not be accepted for this bid, but if deemed as an acceptable "equal" product brand, shall be added to the District's qualified products list for future consideration.

12. SAMPLE REQUIREMENT *(when applicable)*

a. *Samples are required only upon request by the District*
   1) Samples must be furnished within ten (10) working days upon request by the District Representative. Bidder not providing samples may be deemed "non-responsive."
   2) Samples may be required even though the Bidder has provided these items to the District in the past.

b. Identification of Samples
   Each sample must be labeled/tagged and identified as follows:

   1) Bidder's name
   2) Bid Number
   3) Item brand and product code number
   4) Bid Item Number
   5) District's commodity code (stock number)

c. Samples Shall be Retained
   Sample(s) from the successful Bidder shall be retained by the District for comparison with goods delivered over the life of the contract. Any item shipped that is not equal to the "accepted sample," shall be rejected, and must be replaced at the Contractor's expense within ten (10) business days.

d. Material Safety Data Sheet (MSDS)/Safety Data Sheet (SDS)
   Must be submitted with samples, if required, and with all future deliveries. MSDS/SDS sheets for products are found at: https://msdsmanagement.msdsonline.com/737be11e-e0a0-4386-a99f-5ea7f8425a9f/ebinder/?nas=True.

e. Return of Sample(s)
   If Bidder is not awarded a Contract, it is the responsibility of the Bidder to inform the Contract Officer if samples need to be returned. Failure to submit sample(s) and/or Material Safety Data Sheet (MSDS) may be cause to deem the bid "non-responsive." **The District will not be responsible for damaged or lost samples.**

f. Warranty(ies)
   Provide warranty information with the sample(s).

13. LEAD RENOVATION, REPAIR AND PAINT ("RRP") RULE REQUIREMENTS

Below requirements apply to all District projects at all District sites regardless of the construction date of the building and/or building occupant's age.

a. Bidder must have a valid USEPA Lead-Safe Renovator Firm Certificate.
b. Firms cannot advertise or perform renovation activities covered by RRP Rule without firm certification.
c. Firms that are paid to perform work that disturb paint must be certified. This includes all firms, even sole proprietorships. Firms covered under this requirement are General Contractors, sub-contractors, and Special trade Contractors, including but not limited to painters, plumbers, carpenters, electricians, window installers and replacers, telecommunication, remodeling, and repair/maintenance firms.

END OF SECTION 1 – B. GENERAL BID REQUIREMENTS

C. MINIMUM QUALIFICATIONS

The Bidder must meet the following minimum qualifications at the time of bid submittal for this IFB:

Bidder Requirements:

1. Bidder must have a minimum of ten (10) years of continuous experience in fire alarm monitoring services and shall hold current and valid California Contractors State License Board ("CSLB") continuously active for at least ten (10) years**. Provide a copy or a print screen of the current and active C7 -Low Voltage Systems, C10 – Electrical, and C16 - Fire Protection Contractor license with this bid package.**
2. Bidder must have at least four (4) Central Station locations across the United States to provide redundancy, ensuring consistent, and uninterrupted services. **Provide proof of four (4) Central Station with this bid package.**
3. Bidder must have the National Institute for Certification in Engineering Technologies ("NICET") Technician Certification Programs Level III. **Provide a copy or a print screen of the Certification with this bid package.**
4. Bidder must have a California Business License or Business Tax Registration Certificate with the City of Los Angeles Office of Finance. **Provide a copy or a print screen of the bidder's California Business License or City of Los Angeles Tax Registration Certificate with this bid package.**
5. Bidder must be registered with the Department of Industrial Relations (DIR). **Provide DIR registration number with this bid package.**
6. Bidder must be currently prime prequalified with the District or, at a minimum, have submitted their prequalification questionnaire prior to the time of bid opening and have received confirmation of receipt from the Prequalification Unit. Bidders shall not be awarded a contract until successfully completing the prequalification process, which must be completed within 30 days of the bid opening. Please be advised that the submission of a prequalification questionnaire does not guarantee prequalification approval. Visit https://procurement.lausd.org/apps/pages/Prequalification. **Provide a copy of Prequalification Approval or confirmation of receipt of the questionnaire from the Prequalification Unit with this bid package.**

Required Documents (provide copies of the following with the IFB package):

a. Bidder's valid and active C7, C10, and C16 California State License Board licenses appropriate for the scope of work, continuously active for at least ten (10) years.
b. Bidder's proof of four (4) Central Station locations.
c. Bidder's NICET Technician Certification Programs Level III.
d. Bidder's California Business License or City of Los Angeles Tax Registration Certificate.
e. Bidder's DIR registration number.
f. Bidder's prime prequalification approval or confirmation of receipt of the questionnaire from the Prequalification Unit.
g. All Submittal Form (Section IV) documents signed.

END OF SECTION I – C. MINIMUM QUALIFICATIONS

SECTION II

SCOPE OF WORK

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION II
SCOPE OF WORK

BACKGROUNG/OVERVIEW

The Los Angeles Unified School District (District) is required to have Central Station monitoring of fire alarm and sprinkler systems at multiple sites within the District for the purpose of complying with California Fire Code, California Building Regulation 305.7 and companion section 904.2.1 and 904.3.1. The District currently has monitoring services at approximately 900 sites consisting of, but not limited to, Early Education Centers, Primary Centers, Elementary Schools, Middle Schools, High Schools, Learning Centers, Adult Education Schools and Centers, and Administrative Sites.

In addition to central monitoring of fire alarms, fire sprinklers, and gas detection systems, once a new fire alarm monitoring site is established, the contractor shall provide in-service training to site-based personnel on the basic control functions of the fire alarm system. These functions include acknowledgment, silence, reset, and scrolling the display to view alarm or trouble descriptions. The contractor may also be required to add or cancel monitoring sites as needed by the District. Additionally, the contractor may be asked to provide a quote based on the bid rate schedule to troubleshoot, add, delete, or replace fire alarm communication devices such as digital alarm communication transmitter (DACT), cellular dialers, and/or the Audio Engineering Society (AES) one-way radio system.

The Contractor must provide sufficient employees/technicians to meet the specific job requirements herein. All such allocations shall be subject to the review and approval of the Purchase Order Initiator or designees. The Contractor shall provide all labor, materials, tools, equipment, certificates, supplies, consumables, disposal, and transportation necessary to complete requested services in accordance with all applicable City, County, State and Federal Codes, and the Local Fire Authority having jurisdiction over all work required to perform Central Station monitoring of fire alarm and sprinkler systems at multiple sites within the District.

Individual Task Orders will be issued in the form of a Purchase Order. Contractor may not start work until a **Purchase Order ("PO")** is received.

A. DETAILED SCOPE OF WORK

The detailed Scope of Work shall include, but is not limited to, the following:

1. The Contractor shall provide continuous twenty-four (24) hour Central Station monitoring of the District's fire alarm systems, fire sprinkler systems, and potentially various other systems at all locations identified by the District, and provide communication signal transmission notification services such as DACT, cellular, one-way radio, and/or plain old telephone service (POTS).
2. The Contractor shall monitor these systems at an approved Underwriters Laboratories (UL) listed monitoring station complying with the standard for central station alarm services UL 827 and shall be properly licensed to monitor sites within the service area of the City of Los Angeles Fire Department, the County of Los Angeles Fire Department, or any other jurisdictional fire authority serving District-owned or leased sites. The District reserves the right to add or delete any site with proper written notice to the Contractor.

3. Included services in communication signal transmission notification such as DACT, cellular, one-way radio, and/or plain old telephone service (POTS):

a. The Contractor at the startup, site visit for a newly installed fire alarm system, shall work with the system's installer to properly program the internet protocol (IP) communicator to communicate with the new Central Station location via the internet, Cellular Communicator and associated equipment to communicate with the new Central Station location via the Contractor supplied Toll-free numbers or DACT and provide written verification to the designated Fire Life Safety Testing Group ("FLSTG") representative(s) of proper signal transmission from the fire alarm control panel at the protected premises to the Central Monitoring Station.

Transmissions shall include, but are not limited to:

1) General fire alarm indications
2) Gas and/or Carbon Monoxide detection,
3) Supervisory alarm indications
4) Waterflow alarm indications
5) Trouble indications
6) Transmissions shall be verified as required by all current National Fire Protection Association (NFPA) 72 Chapter 26 requirements.

b. For District sites with an existing fire alarm system that has been monitored by another Contractor, the new Contractor, at the startup, site visit shall reprogram the IP communicator to communicate with the new Central Station location via the internet, Cellular Communicator, Copper Plain Old Telephone Service (POTS) line, One-way radio Communicator, to communicate with the new Central Station location via the Contractor supplied Toll-free numbers or DACT as necessary to allow the DACT to communicate with the new central station. Immediately after reprogramming a site, and testing conducted in accordance with NFPA72 is concluded, the designated FLSTG representative shall be notified in writing that the site's monitoring has been changed from the previous Contractor to the new Contractor including all pertinent information. The new Contractor shall be responsible for contacting and paying for any technical assistance required from the installing company to reprogram the DACT, Cellular Communicator, IP Communicator, One-way Radio Communicator.

The District may request, either at the commencement of the contract or at any point in time during the contract, that the DACT be reprogrammed to dial a District-owned telephone number. In turn, the District-owned toll-free telephone number will be forwarded to the serving Central Station telephone number, allowing for a rapid transition from one Central Station contractor to another when applicable.

When requested by the Authority Having Jurisdiction involved with a new or altered fire alarm installation, an authorized representative of the Contractor's staff shall certify in writing on a District supplied NFPA 72 Fire Alarm System Record of Completion form that the system, as specified herein will be monitored according to all NFPA standards cited herein.

c. The Contractor shall perform as requested site startup within five (5) business days after being notified in writing by an authorized Inspection Department FLSTG representative.

d. The Contractor shall provide and install all NFPA 72 required placards at the startup of the monitoring service. Placards shall indicate the name and telephone number of the Contractor, as well as the site account number. The Contractor shall carefully remove any placards from the previous Contractor and replace them with new placards within 24 inches of all fire alarm control units and all remote fire alarm annunciators in any office or fire control room at the site. The placard shall also include the Central Station UL listing Certificate. The Central Station UL Listing Certificate shall be kept up to date.

e. The Contractor shall, at the time of substantial completion of a new fire alarm system, visit and provide written and verbal instructions to designated site-based District staff on the proper procedures for placing their fire alarm system into test mode, taking the fire alarm out of test mode, and the limitations of using the test mode. The Contractor shall include one training session for site-based staff with the account activation and shall not charge any additional fees for an initial training session. The designated site-based staff shall also be informed of what will occur when the Central Station is notified of an alarm indication, supervisory indication, trouble indication, etc.

f. The Contractor shall provide a web-based login and password specific to each monitored site that shall allow site-based personnel to place a system on test mode for a maximum of two hours. The Contractor shall also provide a universal web-based login with access to all sites; this access shall only be provided to an authorized FLSTG representative. All authorized District personnel shall be able to request a printed "Event History" report for any system or place any system within the District into the test mode for a maximum of 24 hours. Requestor must provide proper pass code, and the Contractor shall record requestor's name.

g. The Contractor, upon request by the authorized Inspection Department FLSTG representative, shall provide written instructions and/or verbal instructions, as requested, to authorized District personnel regarding the correct procedure for requesting an 'Event History' report and/or placing the system into test mode.

h. The Contractor may be requested in writing by an authorized Inspection Department FLSTG representative or project's Authorized Personnel that has the appropriate pass code and account number to place a system into test mode for periods in excess of twenty-four (24) hours when monitoring is established at a site prior to a newly installed system being certified and/or commissioned. If the request to place the system into test mode is required to be extended or canceled, the Contractor shall act only under written direction provided by the authorized FLSTG representative or project's Authorized Personnel.

i. Web Accessible Activity Database
The Contractor shall provide to authorized District personnel, the ability to access an online read only activity database on an individual site/account basis reporting all historical activity associated to Central Station fire alarm monitoring, such as, but not limited to, the date and time of general alarm indications, trouble alarm indications, supervisory indications, timer test failures, telephone line failures, dates/times and duration and identification of an authorized user placing a system into test mode, etc. within thirty (30) days of the request.

The activity database shall be password protected with an individual password for each authorized requestor. Approximately sixty (60) authorized requestor passwords will be required. The District reserves the right to add or delete authorized requestors and their

associated passwords as needed basis and will notify the Contractor of additions or deletions in writing. The Contractor shall fulfill the District's requests regarding individual logins to the online database within two (2) business days.

j. The Contractor shall provide the transition of existing monitoring sites to the Central Monitoring Station, including but not limited to the following current alarm system manufacturers:

1. Gamewell/FCI Systems
2. GE/EST/Edwards Systems
3. Honeywell Systems including Notifier
4. Johnson Controls Systems
5. Metasys Systems
6. Notifier Systems
7. Siemens Systems
8. Simplex/Tyco Systems

k. Alarm Indications Notification.

For general fire alarm indications, the Contractor shall immediately notify the local Fire Department and the District staff, as designated by the District.

For Carbon Monoxide indications, the Contractor shall immediately notify the District staff, as designated by the District.

For all other cases, the Contractor shall notify District staff within one (1) hour of receiving an off-normal indication such as, but not limited to, trouble, supervisory alarm indications, or other non-fire indications. The notification to the District shall include, but not be limited to, the location name, location code, date and time of the off-normal indication, and what indication was reported to the Central Monitoring Station.

The Contractor shall NOT dispatch their fire alarm technician to investigate any problems unless first directed or arranged by a designated Fire Life Safety Testing Group ("FLSTG") representative(s).

l. Responsible Party Call List
The Contractor under the conditions listed below shall contact the indicated parties.

For general fire alarm and/or fire sprinkler water flow alarm, during business hours (6:30 a.m. to 4:30 p.m.) excluding weekends and school holidays, the Contractor shall contact in this order:

1) The Local Fire Department's Dispatch Center
2) The affected site's Administrative Office, and if no answer is received, the District School Police Department at (213) 625-6631

During non-business hours (4:30 p.m. to 6:30 a.m.) including weekends and school holidays the central monitoring station shall contact in this order:

1) The Local Fire Department's Dispatch Center
2) The District's School Police Department at (213) 625-6631

For all non-alarm indications including but not limited to Supervisory and Trouble indications:

The Contractor shall prepare and submit, via email, daily reports that include all trouble and supervisory indication that occurred in the preceding twenty- four (24) hour period, or, in the case of weekends and holidays, in the period of time that has passed from the previous submitted report.

Reports shall be formatted as protected Microsoft Excel spreadsheets capable of being filtered or sorted, and shall include, but not be limited to, the following data for each instance: the site's District location code, the site's permanent name, the account number, date and time of activity, and a brief description of the activity such as, but not limited to, "trouble alarm or condition," "supervisory condition," "timer test failure," "telephone line failure," "AC Power loss," "low battery," etc. The Contractor shall on a separate spreadsheet provide a list of abbreviations with the interpretation used within the submitted report.

If the problem is repetitive or will result in extraordinary financial burden unless addressed immediately, the Contractor shall call FLSTG at (213) 745-1540 and shall indicate that the issue is a "runaway account" or another issue that must be addressed immediately. These issues shall also appear on the next daily report submitted by the Contractor. The District's Service Call Unit can be contacted at (213) 745-1540.

Emailed reports shall be sent to fire_alarm@list.lausd.net.

The District reserves the right to add, delete or alter any of the above telephone numbers or email addresses at any time with proper written notice.

4. The Contractor shall make available to the District on-site technical support and/or service within twenty-four (24) hours (excluding weekends and holidays) if requested by the designated FLSTG. The District shall retain the right to request on-site service, if the District's own trained technician deems it necessary in order to resolve an equipment failure or problem. If the problem is found to be faulty programming of the DACT, Cellular Communicator or IP Communicator, incorrect assignment of an account, or other fault that is the responsibility of the Contractor, then there shall be no charge to the District for said service.

B. GENERAL WORK REQUIREMENTS

1. GENERAL REQUIREMENTS

a. The Contractor must be registered with the California Department of Industrial Relations throughout the life of the contract.

b. The Contractor shall hold active CSLB licenses appropriate for the work throughout the life of the contract.

c. Contractor must maintain Prequalified certification throughout the life of the contract.

d. The Contractor must have employees that are going to be working on District sites lead and asbestos trained, in order to identify lead and asbestos while at work. Contractor staff to stop work immediately after identifying lead or asbestos and contact the District. The Contractor must provide proof of certificates for each worker prior to starting work.

1) Prior to starting work each journeyman-level applicator must be 16-hour Asbestos Hazard Emergency Response Act ("AHERA") trained in order to identify asbestos while working.

2) USEPA Lead-Safe Renovator Firm Certificate and Renovation, Repair and Paint ("RRP") Rule certified renovators. The Contractor and renovators (personnel) must be EPA RRP certified and trained in lead-safe work practices when conducting renovation, repair and painting activities that will disturb any painted/coated surface at all LAUSD schools and non-school facilities.

e. Only competent workers shall be assigned by the Contractor to District projects. Any worker who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the District work site and not be re-employed on future District Contracted work.

f. Contractor must provide only English-speaking staff (for safety communications and business necessity).

g. All Contractor employees shall refrain from drugs, alcohol, and tobacco at all District sites: buildings, roofs, parking lots and yard areas.

h. Contractor shall stock a service truck/van with the most common equipment for repair services as specified in the Scope of Work, including tools and miscellaneous shop supplies.

i. All Contractor employees shall wear uniform with Contractor's identification and employee name badge while on District sites.

j. The Contractor, or its answering service, shall maintain a toll free 24/7 telephone number for the receipt of Service Requests from the Contracted sites.

k. The Contractor shall have email capabilities.

l. The Contractor may be required to attend a District Job Start meeting prior to performing services.

m. District will verify work to be completed is free of lead and asbestos.

n. The work hours at all sites will be during school hours and non-school hours.

1) The Contractor will be required to work on weekdays (Monday to Friday) and weekends (Saturday & Sunday) to ensure work safety and to accommodate school schedules. Work schedule shall be coordinated with the school site Complex Project Manager (CPM).

2) When conducting work during closed school hours, Contractor shall notify LAUSD School Police Department at (213) 625-6631, at the start and end of the workday.

3) Contractor shall have prior approval from the school's administration before entering or moving vehicles and/or equipment onto District property. Upon approval, Contractor's personnel operating vehicles and/or equipment on District property shall exercise extreme caution at all times, using two (2) flag men, one (1) in front and one (1) in back, to direct all vehicles. All vehicles driving on District property shall not exceed the five (5) miles per hour speed limit.

2. EMERGENCY SERVICE REQUESTS TWO (2) HOUR ON-SITE REQUESTS

The Contractor is required to be on-site for emergency services within two (2) hours of receipt of the Emergency Service Request from the District. Emergency services shall include work outlined in the Scope of Work required to restore the facility to a secure and safe condition.

a. Upon receiving an Emergency service call from the District, the Contractor shall respond by submitting a window of time that the Contractor will respond to the site not to exceed 2 (two) hours from the time the Contractor received the initial service call.

b. Service calls for emergency services may be immediately authorized by the District via email. The P.O. for the emergency services will contain the scope of services and detailed fees as requested during the Emergency Service Request. P.O.s for the Emergency Service Requests shall be issued on the next business day following the authorization of emergency services.

c. All work must be inspected and approved by the Requestor or District representative, prior to the Contractor's completion of the work and may be subject to daily inspection during the duration of the work.

d. Upon completion, and prior to leaving the work site, the Contractor shall submit its Service Receipt Ticket listing date of service, time of arrival and time of completion of service at work site, description of service(s) rendered, labor and equipment used, listing manufacturer, part and/or serial number, model, and markup, if any, to the District.

e. Upon request from the District, the Contractor shall submit any sketches that would indicate corrections, additions, deletions and/or modifications to the original Service Request.

3. ROUTINE/NON-EMERGENCY SERVICE REQUESTS – SEVENTY-TWO (72) HOUR ON-SITE REQUESTS

The Contractor is required to be on-site for routine/non-emergency services no later than three (3) days, excluding weekends, from the date listed on the P.O. Routine service shall include work outlined in the Scope of Work required to restore the facility to a secure and safe condition.

a. Upon receiving the initial service call by the District to Contractor for service(s), the Contractor shall return the call within 24 hours, during District business hours, providing acknowledgement of the service call.

b. Upon arrival at the work site, Contractor shall inspect work needed as directed by the District.

c. The Contractor shall field verify work requested in service call including equipment, parts or materials, required to completely perform service request.

4. ESTIMATES FOR REPLACEMENT REQUEST (if applicable)

At the request of the District, and at no cost to the District, the Contractor shall respond in seventy-two (72) hours of the initial service call, excluding weekends, with a written estimate for services. After both parties arrive at an agreed price, and after the District issues a fully executed P.O. to the Contractor, the work shall be scheduled to commence with crews on-site no later than three (3) days, excluding weekends, from the date listed on the PO.

a. Contractor shall submit a written estimate on Contractor's letterhead showing contractor's name, address, license number matching contractor's name, and shall include the following information.

   i. State the recommended course of action and describe method of service recommended to perform or correct each service request condition.

   ii. State the necessary labor and itemize labor (regular and overtime, for emergency requests and upon prior approval by the District), equipment and/or materials required to complete each service request condition in its entirety.

   iii. State the cost for rental equipment, parts and/or materials.

   iv. State the total markup for rental equipment parts and/or materials per contract.

   v. State the noise level involved with service, if applicable.

   vi. Expected completion date.

   vii. Signature by person authorized to offer written estimate on Contractor's behalf.

b. Authorized District Representative shall approve or disapprove Contractor's written estimate within thirty (30) calendar days for non-emergency request calls by issuing to Contractor a PO.

c. Upon receipt of the fully executed PO, Contractor shall endeavor to complete the Service Request within the timeline stated on PO. Any work extending beyond the initial PO timeline must be extended by amending the PO.

d. All work must be inspected and approved by District at the end of each day's work and prior to Contractor's departure.

e. Upon completion, and prior to leaving the work site, Contractor shall submit its Service Receipt Ticket listing date of service, time of arrival and time of completion of service at work site, description of service(s) rendered, labor and parts used, listing manufacturer, part and/or serial number, model, and markup, if any, to the District.

f. Upon request from the District, the Contractor shall submit any sketches that would indicate corrections, additions, deletions and/or modification to the original Service Request.

5. WORK AUTHORIZATION PROCEDURE

The Contractor, or its answering service, shall maintain a toll free 24/7 telephone number for the receipt of Service Requests from the contracted sites. In the event of an emergency, during non-business hours, calls to this number may be redirected to an answering service that would in turn contact the Contractor's staff as needed and transfer the call through to the appropriate persons. The use of an answering machine or similar equipment that would not result in a live body answering the call will not be permitted. The Contractor will respond to all verbal requests for service from the Purchase Order Initiator or designees.

6. INVOICES AND PAYMENTS

a. Invoices must be submitted by the Contractor on a form acceptable to the District. Additional documentation shall be furnished by the Contractor to Accounts Payable upon request. Any changes to the invoice procedures will be given upon contract award. The invoice for final payment must be submitted no later than sixty (60) days

after the completion or earlier termination of this Agreement. No payment to the Consultant shall be deemed an acceptance of work not completed in accordance with this Agreement. The District may withhold from payment to Contractor any amounts in dispute and Contractor shall continue performance of its services pending final determination of disputes relating to such withholding.

1) The Contractor shall ensure that electronic invoices are submitted in the following manner:
   i. Submit a single PDF invoice package per email to invoices@lausd.net.
   ii. Supporting documents must be appended to the end of the invoice PDF file.
   iii. The invoice PDF file must be clear and readable without any handwritten notations.
   iv. The invoice PDF file must be on a white background or white paper (no color paper or shaded areas).
   v. Use only standard fonts (no cursive, italics, etc.).

2) The Contractor shall ensure that each invoice includes the following required information:
   i. Vendor Name
   ii. Remittance Address
   iii. School Name
   iv. Project Name
   v. District Ariba Contract Number
   vi. District Purchase Order Number
   vii. Invoice Date
   viii. Unique Invoice Number
   ix. Performance Period or Service Date(s)
   x. Any other specific Terms and Conditions as per the Contract

b. The Contractor will be advised by email if their submittal is returned due to failure to meet the above requirements. The Consultant will need to correct the deficiencies and resubmit the revised invoice package under the same Invoice Number.

For Electronic Funds Transfer (EFT) Payment visit https://accountspayable.lausd.org/apps/pages/index.jsp?uREC_ID=4418733&type=d&pREC_ID=2652518

District payment shall be contingent upon acceptance of the Services and approval of the corresponding invoice(s) by the District. Additional payment related documentation shall be furnished by Consultant to the District upon request.

1) All invoices shall be sent to the District's Representative requesting the analysis.

2) All invoices submitted for payment must include,

   i. The Contract Agreement Number and/or related purchase order,
   ii. Under the same firm name as shown on the Contract Agreement,
   iii. Shall itemize services, date(s), and payment rate(s) consistent with the term of this agreement.

3) Prior to the start of the Agreement, the Consultant may contact the District's Accounts Payable Branch regarding the invoice format that may be required to facilitate timely payment. A sample of the invoicing format may be required from the Accounts Payable Section prior to the start of service.
4) The District may opt to make payment by means of a procurement credit card (MasterCard) if the firm accepts such payment in the normal course of business.

5) Late payment by the District shall not constitute a material breach of any Agreement awarded hereunder.
6) In any Agreement or purchase order awarded, the District will reserve the right to withhold payment as a "set off" against amounts due, or to become due, to the District resulting from any other Agreements or purchase orders awarded to the same Firm.
7) All invoices applicable to this Agreement must be submitted by the Firm no later than 60 days after the contract expires. Late invoice submittals may result in non-payment.

All Contractors shall accept orders placed by District approved POs. All coinciding invoices submitted for payment must include the Proposal with work breakdown, District Contract Number, related PO Numbers, shall be under the same firm name as shown on the PO/Contract and shall be consistent with the Rate Schedule.

The Contractor shall furnish any additional documentation to Accounts Payable upon request. No payment to the Contractor shall be deemed an acceptance of work not completed in accordance with this Contract.

Late payment by the District shall not constitute a material breach of any Contract awarded hereunder.

There shall be no charges for mileage or travel time.

All invoices applicable to this Contract must be submitted by the Contractor within 60 days after the end of this Contract. Late invoice submittals may result in non-payment.

7. DISTRICT HOLIDAYS

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

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

8. AVAILABILITY OF MATERIALS

The District may purchase from any source essential material for the repair/support of the classroom or operational activities for safety concerns and/or to protect District property, when the Contractor does not have the necessary material immediately available.

9. MATERIALS/PRODUCTS

All products to be shipped to the Contractor's business, not the school site(s). The Contractor shall bring the product for repair, as needed.

a. Storage

The Contractor shall confine the storage of materials and equipment on the site to the work area, or any area as designated by the District. The Contractor shall be responsible for the safety and security of all material, tools and equipment that are delivered to the site on the Contractor's behalf, until the completed work is accepted by the District.

b. Quality and Types

All supplied and repaired material/products shall be of the same or higher quality or duty rating as compared to the originally repaired and/or replaced equipment. All repair material or equipment shall be like and in-kind to the material or equipment that is being repaired. If this cannot be achieved, the repair material or equipment shall, as a minimum, meet the requirements of the appropriate District Specifications, Facilities Construction Contracts, LAUSD Contract Specifications, LAUSD Specifications-Division 01 through 33, and all District Standard Details and the District's School Design Guide.

The Contractor warrants that all materials furnished hereunder shall be new and free of defects at the time that repair services are completed. In the event of the Contractor's breach of this warranty, the Contractor shall make all necessary adjustments, repairs, and replace any materials found to be defective as of the time of services, at no cost to District.

c. Availability

At the District's discretion, the District may purchase, from any source, essential material for the repair/support of classroom or operational activities for safety concerns and/or to protect District property, when the Contractor does not have the necessary material immediately available.

d. Product Substitution

The Contract does NOT allow for product substitutions without written authorization by an Authorized District Representative. If, during the course of the Contract, there is a manufacturer's brand change, the Contractor/Manufacturer representative shall not automatically substitute product. The Contractor shall submit specifications, brochures and/or a sample (upon request), for approval prior to any future shipment. The Contractor shall be notified within 90 days of receipt of samples and specifications if substitution is found acceptable. If the new brand is accepted, all other terms, conditions and prices shall remain in effect. No substitutions shall be made without prior written permission by the District.

10. PREFERENTIAL PRICING

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

11. FAILURE OF CONTRACTOR TO PROVIDE THE SERVICE/PRODUCTS AS AGREED

If in the opinion of the District, the Contractor at any time during the period of the Contract, fails to properly and satisfactorily perform the service/provide the product(s) called for in the Contract, or otherwise fails or neglects to comply with the terms of the Contract, the District may make arrangements elsewhere for the material/service, or any part thereof, and hold the Contractor responsible for the procuring costs incurred by the District.

It is specifically provided and agreed that time shall be of the essence in regard to the Contract performance requirement. Unacceptable performance may include but not limited to late/non-deliveries, partial deliveries, delivery of wrong material, products not meeting specification, giving wrong prices, invoicing problems, etc.

12. REIMBURSABLE COSTS (if applicable)

a. Material Costs (15% Maximum)

Materials shall be billed to the District at direct cost with up to 15% markup, maximum. Should Contractor purchase such materials at below wholesale cost, Contractor shall only be entitled to claim the actual itemized costs of the materials. The District shall be given the benefit of any lower prices which may, for comparable quantity and delivery, be given by the Contractor to any other school district, state, county, municipal or local government agency for the products. The Contractor's invoice must only include material used for the job being invoiced.

b. Rented - Special Equipment (5% Maximum)

Rental Equipment shall be billed to the District at direct cost with 5% markup, maximum. Some services may require the rental and/or use of specialized equipment for the performance of work related to Emergency Services and Routine/Non-Emergency Services (e.g., scissor lift, boom lift, etc.). The Contractor must obtain approval of the District prior to rental of equipment if it has not been itemized in the Contractor's proposal and included in the corresponding PO. If and when rental equipment is required, the Contractor shall be responsible for the execution, arranging delivery, equipment security, and payment for the rental equipment. Pre-approved expenses shall be itemized and documented when invoiced. Additional documentation of expenses, including receipts, shall be furnished by the Contractor to the District's Accounts Payable upon request. The Contractor shall be responsible for, but shall not be reimbursed for, the portion of the rental charges for equipment that is at the site but is not utilized by the Contractor on a daily basis except for one day of rental associated with the delivery use, or pick-up of the equipment. Site fencing may be provided by the District, or the District may have the Contractor provide temporary site fencing. Site fencing provided by the Contractor or Subcontractor shall be billed with tax on a daily basis. A photocopy of original itemized rental invoice(s) shall be included with the Contracted work invoice(s).

c. Subcontractor Costs (5% Maximum)

Contractor's mark-up rate on Subcontractor's work. The Contractor's management mark-up on the Subcontractor's net additional allowable expenditures shall be billed to the District as cost plus mark-up not-to-exceed 5%.

13. CHANGES IN SCOPE OF WORK

If in the performance of any work, the Contractor discovers that site conditions differ substantially from those represented; the Contractor, prior to such conditions being disturbed shall notify the District. If in the opinion of the District such conditions will cause a substantial change in the time required to perform the work or the Contractor's material, labor or other costs, an adjustment to the price agreed to for the work may be requested.

If it is determined by the District that an adjustment to the agreed price is warranted, as directed by the District, the Contractor shall a.) Document the changes on the daily job ticket and initialed by the District, and b.) Provide a written cost proposal of such changes for approval by the District who shall prepare a PO modification/amendment following the same procedure for preparing the initial PO.

No claims for additional work or costs shall be considered if submitted after the work is performed. Additional work must be authorized through a PO modification/amendment.

14. DISPUTED PAYMENTS

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

15. INSPECTION OF WORK

All work performed by the Contractor shall be subject to inspection by the Authorized Site Representative. If in the opinion of the Authorized Site Representative, the performed work was not completed properly or to the minimum requirements of any applicable City, County, State and Federal Codes, payment may be withheld until the issue is remedied to the satisfaction of the Authorized Site Representative.

16. LICENSING

Contractor shall comply with all applicable laws and regulations governing Contractor's performance of services hereunder, including without limitation any and all applicable licensing requirements and shall at the District's request provide evidence of such compliance satisfactory to the District.

17. ACCESS TO RESTROOMS

The Contractor shall confirm with the Plant Manager or Site Administrator regarding which faculty restroom shall be utilized when on District property. **Under no circumstances are Contractor's employees permitted to use student restrooms.**

18. SAFETY REQUIREMENTS

a. The Contractor shall be responsible for the safety and security of the project site. Contractor shall be responsible to secure the work area and school site, i.e., locking school gates if Contractor is the last to depart from a project site.

b. The Contractor shall be responsible for all existing structures and improvements within the work area, and shall provide adequate protection, either by covering or temporary removal of same. Existing structures and improvements damaged during the operation of equipment shall be repaired or replaced by the Contractor at no cost to the District, with material, fixtures, or equipment of the same kind, quality, and

size. Material or equipment temporarily removed for protection shall be repaired and/or replaced in the same location and condition as when removed.

c. The Contractor shall strictly adhere to the lock-out/tag-out procedure where required.

d. Contractor shall immediately notify the District authorized representative or designee of any condition discovered in the work areas that may jeopardize safety and/or cause property damage.

e. The Contractor shall not take any action to temporarily shut down the existing building utilities or appurtenances without first obtaining approval of the District authorized representative or designee.

   1) Contractor shall include shutdown(s) at no additional charge.

   2) Whenever possible, shutdowns shall not interfere with normal building operations.

   3) Shutdowns shall not interfere with plumbing and fire protection systems.

f. Basic safety equipment and procedures are required while working on or around any District schools or offices. All vehicles, machinery, tools and equipment shall be in good and safe condition. Such equipment shall meet all requirements of applicable Ordinances and Laws including OSHA requirements.

g. Contractor shall comply with all OSHA Standards, Federal, State, and Local Codes and Ordinances regarding ladder safety, fall protection and any other codes and/or ordinances that are related to the work herein.

h. The Contractor shall operate all vehicles and tractors in a manner that will not cause scrapes, marks, stains, scuffs or any other marks to hard surfaces such as, but not limited to, concrete walks, landings and driveways and not cause damage to planted areas.

i. Contractor to provide competent persons - A competent person is an individual who is capable of identifying existing and predictable hazards or working conditions that are hazardous, unsanitary, or dangerous to workers, and protective systems required, and who is authorized to take prompt corrective measures to eliminate these hazards and conditions.

j. The Contractor shall obtain approval from the school's administration before entering or moving vehicles and/or equipment onto District property. Extreme caution shall be exercised at all times. All vehicles driving on District property shall not exceed the five (5) miles per hour speed limit.

k. Noise during work shall be kept at a minimum. The Contractor shall utilize all available means to prevent generation of unnecessary noise and maintain noise levels to a minimum. When required by the Authorized Site Representative, Contractor shall immediately discontinue noise-generating activities and/or provide alternative methods to minimize noise generation.

l. Contractor shall not permit the use of portable and/or fixed musical devices or other types of music-producing equipment.

m. All employees are required to wear protective equipment including, but not limited to, hard hats, ear protection, and safety glasses. Employees shall adhere to rules related to the Personal Protective Equipment (PPE) requirements as mandated by OSHA.

n. Per LAUSD Safety Standards, all Contractors and Subcontractors must have a company photo ID listing their name and company. The Contractor shall wear a

uniform and safety vests while on District property. Safety vests shall be highly visible and fluorescent in color. The Contractor shall be identified with the company name and/or logo on the safety vest, shirt or hard hat. Contractor attire shall be clean and neat, and free of tears, holes, frayed edges, stains, body odor and logos, quotations and/or graphics other than company identification. Contractor shall cover any tattoos while on District property.

o. Contractor/Subcontractor employees shall refrain from drugs, alcohol, tobacco, and any use of prescribed medicine (including the use of medical marijuana) that could affect their performance at any District site. Project sites include buildings, roofs, parking lots, playing fields and playground areas. If the District suspects that an employee of the Contractor is intoxicated and/or unruly, the District shall have the authority to have the employee removed from District property. The removal of a Contractor employee shall not relieve the Contractor of the requirement to furnish competent and sufficient personnel to perform all work specified in the Contract.

p. All work areas shall be secured from pedestrian and vehicle traffic. The utilization of temporary barricades such as fencing, caution tape, safety cones, "Men Working" signs and/or ground spotters is required and shall be coordinated with the Authorized Site Representative prior to commencing work. With the exception of the Authorized Site Representative, under no circumstances shall the Contractor allow anybody to enter the secure work area, nor shall the Contractor perform any services on and/or above school grounds that have not been secured.

q. All debris shall be kept clear of walkways, gates, doorways, sidewalks and streets and shall be cleaned up by the end of the same day. Debris shall not impede the functions of the school. Approvals issued by the Authorized Site Representative shall not relieve the Contractor of liability related to injuries or property damage resulting from debris left at the school site. **Contractor shall ensure all debris are properly disposed of at legally approved sites.**

r. When applicable, Contractor shall be responsible for contacting Dig Alert to provide locations for underground public utilities prior to performing work unless the work is required for an emergency situation and other means are utilized.

19. CONTRACTOR LIABILITY

The Contractor shall be held liable for damage that occurs to private, public and/or District property during the Scope of Contract, which originates from the Contractor or Contractor-related service or other related tasks in accordance with the terms, conditions, and specifications contained herein.

20. LABOR AND MATERIAL WARRANTY

All labor provided by the Contractor and commissioned by the Contractor shall be covered by a minimum of one (1) year with the warranty commencing on the day following the completion of the repair. All supplied and repaired and/or replaced material or equipment coming with a manufacturer's warranty shall have its warranty duration indicated on the invoice and any warranty documents or certificates indicating the item(s) covered, warranty duration and start date shall be attached to the Contracted work invoice.

Contractor warrants that goods furnished hereunder will conform to the requirements of the Contract (including all descriptions, specifications, and drawings), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by

the District, free from defects in design. The District's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

All warranties, including special warranties, shall inure to the benefit of the District, its successors, assigns, customer agencies, and users of the goods or services.

21. ACCESS TO SITE

The Contractor's representatives upon arrival at the site, unless otherwise directed, shall sign in at the Main Office. At the discretion of the site administrator, Contractor's representatives may be issued the necessary gate and/or door keys to allow access to the work location. If students are onsite, Contractor's representatives must be escorted and supervised continuously by District personnel while on site in student accessible areas unless they have successfully passed a background check as required by the District. If the Contractor is issued the necessary keys, Contractor's representatives shall make certain that the keys are returned to the issuer prior to signing out from the site at the end of that business day.

22. LOST KEYS

Keys issued to the Contractor shall be returned to the Authorized Site Representative upon completion of services. Keys lost or misplaced by the Contractor's representatives, or their employees shall be reported immediately to the issuer during business hours, or School Police at (213) 625-6631 during non-business hours.

The Contractor shall be held financially responsible for the loss of keys or damage to the site's property resulting from keys lost by the Contractor's personnel.

The Authorized Site Representative shall determine if the locks associated with the lost keys shall need to be re-keyed; if so, the Contractor shall be charged for each lock in need of re-keying and each replacement key required by the lock re-keying. These charges shall be deducted from any payment due to the Contractor by the District's Accounts Payable Section.

23. ENGLISH ONLY POLICY FOR BUSINESS NECESSITY

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

24. CLEANING AND DISPOSAL

The Contractor shall remove all rubbish and debris created during the work and properly clean the work area after the work has been completed. At the completion of the work, the Contractor shall remove the temporary equipment and all debris from the site to the satisfaction of the District.

Material spills and/or leakage onto District property that originates from the Contractor shall be properly removed and legally disposed of by the Contractor. This includes, but is not limited to paint, cleaners, lubricants, oil, hydraulic fluid, grease and fuel.

25. HAZARDOUS WASTE REMOVAL (when applicable)

The Contractor may be required to remove hazardous waste from any site in the District. The Contractor must contact the District's Office of Environmental Health & Safety (OEHS) office and notify them of any hazardous waste spill. The Contractor may Subcontract any pumping and/or disposal of hazardous waste materials. The hazmat Subcontractor must possess a valid EPA license for removal and disposal of hazardous waste. In no case will hazardous waste be allowed to remain on District property after it is pumped or drained into appropriate containers. Removal of any hazardous waste shall be in compliance with all regulating agencies. When requested by the District, a manifest shall be presented for any hazardous waste removal from District property. Visit the District's Office of Environmental Health & Safety (OEHS) website at https://www.lausd.org/oehs for information regarding the District's Hazardous and Universal Waste Disposal Program or contact 213-241-3199.

26. LEAD AND ASBESTO/POS RELATED WORK (when applicable)

Material containing lead and/or asbestos shall not be utilized for repair and/or replacement of any components in accordance with the terms, conditions and specifications herein and any associated Purchase Orders (POs). If asbestos is encountered or suspected, immediately cease work and notify the Maintenance and Operations District Project Manager.

The use of chemicals must be approved by the District's Office of Environmental Health & Safety prior to use. A description of equipment and any chemical(s) is subject to the approval of the District Project Manager. Material Safety Data Sheets (MSDS) must be available on site or maintained in the trucks for review by the District's emergency response personnel and the public.

27. PROTECTION OF WORK AND PROPERTY (when applicable)

a. The Contractor shall be responsible for all damages to persons or property that occurs as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. The Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and Contract documents.

b. The Contractor shall take all necessary precautions for the safety of the employees on the work site and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the project is being performed. The Contractor shall erect and work all necessary safeguards, signs, barriers, lights, and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the work. The Contractor shall designate a responsible member of its organization, on the work site, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to the District.

c. In an emergency affecting safety or life, or the work, or the adjoining property, the Contractor, without special instruction or authorization from the District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury, and the Contractor shall act, without appeal, if so authorized or instructed by the District. Any

compensation claimed by the Contractor on account of emergency work shall be determined by agreement.

d. The Contractor shall provide heat covering and enclosure as necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.

e. The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and structures, and to avoid damage thereto, and repair any damage thereto caused by work operations.

f. The Contractor shall (unless the requirement is waived by the PO):

1) Enclose working areas with a substantial barricade, arrange the work so as to cause a minimum amount of inconvenience and danger to pupils or District employees in their regular school or work activities, and perform any work which may interfere with District's operations before or after normal work hours.

2) Provide substantial barricades around shrubs or trees indicated to be preserved, if applicable.

3) Deliver materials to building areas over designated routes.

4) Take preventative measures to eliminate objectionable dust.

5) Confine its apparatus, the storage of materials, and the operation of its workmen to limits indicated by law, ordinances, and permits so as not to unreasonably encumber the premises; enforce all directions and instructions regarding signs, advertising, fires, danger signals, barricades, and smoking; and require that all persons employed on the work site comply with all regulations, if applicable.

6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking the property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to the District, if applicable.

7) Cover plants, shrubs, benches, or other District property to protect from spilling or splattering of products used during the course of work.

28. VEGETATION REMOVAL (if applicable)

Any and all vegetation that may need to be removed in conjunction with this service is the responsibility of the Contractor. This is to include, but is not limited to, cutting and hauling brushes, tree limbs, and any other vegetation hindering the project. Before handling any vegetation that is located on District property or adjoining private and/or public property, Contractor shall obtain written approval from the Purchase Order Initiator.

29. CHEMICAL PRODUCT EVALUATION PROGRAM (if applicable)

Prior to the award of Contract, OEHS must review and approve all chemicals proposed to be used. The Contractor must submit Safety Data Sheets (SDS) for all chemicals used on site as part of the Bid. The SDS's must fully disclose all ingredients including any trade secret or proprietary information. They must also comply with California's Proposition 65 and disclose any ingredients that are on the list of chemicals known to the State of California to cause cancer. The District is dedicated to using the least toxic or hazardous chemicals available. This should be taken into consideration when selecting products to be used. All submissions for the chemical product review shall be submitted to OEHS by the Contracts Department following the initial screening of the proposals.

All affected areas of the jobsite must be cleaned and sanitized with District-approved disinfectants. Refer to the OEHS website for Request for Chemical Product Evaluation: https://oehs.lausd.org/ .

30. ACCIDENT REPORTS

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

END OF SECTION II - SCOPE OF WORK

SECTION III

CONTRACT TERMS

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION III

A. TERMS AND CONDITIONS

1. AUTHORITY OF THE CHIEF PROCUREMENT OFFICER

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

2. DISTRICT'S TECHNICAL REPRESENTATIVE (PROJECT MANAGER)

The District shall provide a Project Manager and/or a technical representative for all technical aspects related to the performance of the Contract. The Contractor shall make such oral or written reports to the District's technical representative with an information copy to the District's Chief Procurement Officer as may be requested by the District or as specifically required by the Contract. ALL CONTRACTUAL MATTERS SHALL BE ADDRESSED TO THE DESIGNATED CONTRACT OFFICER.

3. INDEPENDENT CONTRACTOR

The Contractor represents that it is fully experienced and properly qualified to perform the class of Work required for the Contract and that it is properly licensed, equipped, organized, and financed to perform the Work. The Contractor shall be an independent Contractor. The Contractor is not an agent of the District in the performance of the Contract and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Nothing contained in the Contract, or any Subcontract awarded by the Contractor shall create any Contractual relationship between any Subcontractor and the District. The Contractor shall perform the Work in accordance with its own methods, in compliance with the terms of the Contract.

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

4. SUBCONTRACTORS AND SUPPLIERS (if applicable)

a. Documentation and Acceptance

The Contractor shall submit a copy of all executed Subcontracts at any time within thirty (30) days of execution regardless of value to the District for fulfillment of SBE Goals, and a copy of insurance certificates in accordance with this IFB. Failure to submit Subcontracts and certificates within the required time period shall result in the Subcontractor's not being permitted to perform Work on the Project.

b. Performance of Work
The Contractor shall:

1) Be responsible to the District for all acts and omissions of its own personnel, and of Subcontractors, Suppliers and their employees; and

2) Be responsible for coordinating the Work performed by Subcontractors and Suppliers.

Should a portion of the Subcontracted Work not be performed in accordance with the terms of the Contract, or if a Subcontractor commits or omits any act that would constitute a breach of the Contract, the Subcontractor shall be replaced and shall not again be employed under the Contract.

c. Acceptance of Substitution of Subcontractor

1) The Contractor shall notify the District in writing of any proposal to substitute a Subcontractor in place of a Subcontractor listed in the Contractor's Qualification/Proposal. Prior to such substitution the Contractor shall secure the acceptance of the District. The Contractor shall submit the following information in a form similar to that contained in the Contractor's original Qualification/Proposal.

   a) Name of Subcontractor
   b) Location and Phone Number of Place of Business
   c) Contact Person
   d) Subcontractor's License(s) number and expiration date (if applicable)
   e) Current District SBE Compliance Certification Status (if applicable)
   f) The portion of the Services that shall be performed by each Subcontractor.

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

2) The District shall not be responsible for delays incurred by the Contractor because of a timely disapproval by the District of a Subcontractor proposed by the Contractor, or for the late submittal for acceptance of a Subcontractor to the District, or because of a Subcontractor’s removal from the performance of the Work.

3) The Contractor shall not do any of the following without the prior written consent of the District:

   a) replace any previously accepted Subcontractor;
   b) permit any previously accepted Subcontract to be assigned or transferred.

4) The Contractor may perform the Work itself with qualified personnel, provided written permission is obtained from the District prior to performance of the Work.

d. Flow-Down Requirements

1) The Contractor shall incorporate the following into each Subcontract and require insertion of same into all lower-tier Subcontracts.

2) All provisions required by law, regulation, rule, or the Contract shall apply to Subcontracts and shall apply to all Subcontracts of any tier.

3) By virtue of signing the subcontract, the following apply:

   a) The Subcontractor acknowledges and agrees that all Work being performed by it under the Subcontract shall be performed in accordance with the Contractor's Contract with the District.
   b) The Subcontractor agrees that it shall have the same duties and obligations to the Contractor with respect to its performance of its own Work as the Contractor has to the District under its Contract.
   c) The Contractor and the Subcontractor agree that the District is the third-party beneficiary of the Subcontract and shall have the right to enforce all of the terms

of the Subcontract for its own benefit. All guarantees and warranties, express or implied, shall inure to the benefit of both the District and the Contractor during the performance of the Work. Upon final completion of the Work, such guarantees and warranties shall inure to the benefit of the District.

d) The Contractor and the Subcontractor agree that nothing contained in the Subcontract shall be deemed to create any privity of the Contract between the District and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of the District to the Subcontractor except those allowed under California Law. In the event of any claim or dispute arising under the Subcontract and/or the Contractor's Contract with the District, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against the District arising out of the Subcontract.

e) This Article does not and shall not operate to relieve the Contractor of any duty or liability under the Contract nor does it create any duty or liability on the part of the District. The Contractor shall have sole responsibility for promptly settling any disputes between its Subcontractors and between the Subcontractors and any of their Subcontractors.

f) No Subcontractor shall be permitted to perform the Work under the Contract until it, or the Contractor, has supplied satisfactory evidence of required insurance to the District, in compliance with Section III, entitled "Insurance & Bonding Requirements."

5. GOODS AND MATERIALS

a. The Contractor shall furnish all Goods and Materials required to complete the Work, except those designated to be furnished by the District. Unless otherwise indicated in the Contract or PO, Goods and Materials incorporated into the Work shall be new, of good quality, and of the grade specified for the purpose intended. Unless otherwise specifically stated, reference to Goods and Materials or patented processes by trade name, make, or catalog number shall be regarded only as a means of establishing a standard of quality; such references shall not be construed as limiting competition. The Contractor may, at its option, use any Goods and Materials or process that is equivalent to that named subject to the prior written acceptance by the District. The District shall be the sole judge of the quality and suitability of proposed alternative Goods and Materials or processes subject to the right of the District to accept or reject such an alternative.

b. Any Goods and Materials that may be purchased under the Contract shall be transported, handled, and stored by the Contractor in a manner that shall ensure the preservation of their quality, appearance, and fitness for the Work. All Goods and Materials shall also be stored in a manner that facilitates inspection.

6. STANDARDS OF PERFORMANCE

a. The Contractor shall perform and require its Subcontractors to perform the Work in accordance with the requirements of the Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing Work of a similar nature. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that the District shall be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the

Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of the Contract.

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

7. EVALUATION

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

8. CONFLICT OF INTEREST

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

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

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

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

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

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

9. PERMITS, LICENSES AND CERTIFICATIONS

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

10. UNAUTHORIZED ACTIONS

Any action taken by the Contractor or its Subcontractors not in conformance with the terms and conditions of the Contract shall be considered as unauthorized and at the sole expense of the Contractor. Contractor or its Subcontractors shall not be compensated for any actions deemed by the District to be unauthorized. No extensions of time shall be granted under the Contract or PO due to unauthorized actions.

No District employee or officer, except the Chief Procurement Officer, or designee, may authorize any Amendments to the Contract.

11. DISPUTE RESOLUTION

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

The award entered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the law applicable in any court having jurisdiction thereof.

12. CONTRACT TERMINATION

a. Termination for Convenience

1) The District may, by written notice to the Contractor, terminate this Contract in whole or in part at any time, for the District's convenience. Upon receipt of such notice, the Contractor shall:
   a) immediately discontinue all services affected (unless the notice directs otherwise) and,
   b) deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Contractor in the performance of this contract, whether completed or in process. Termination of this contract shall be as of the date of receipt of the Contractor of such notice.

2) If the termination is for the convenience of the District, Contractor shall submit a final invoice within sixty (60) days of termination and upon approval by the District, the District shall pay the Contractor the sums earned for the

Products/Services actually provided/performed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination (if any).

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

b. Termination for Default

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

   If the District determines that the Contractor has failed to fulfill its contractual obligations hereunder, a Cure Notice shall be sent to the Contractor and each known assignee, guarantor, or surety of the Contractor. The Contractor shall have ten (10) working days from receipt of the Cure Notice to cure its failure(s) to perform or make progress as set forth in the Notice. During the "cure" process, Contractor must sustain performance in all areas not affected by the cure notice. If the Contractor makes adequate progress within the cure period, the termination process shall be discontinued. If the Contractor fails to perform in accordance with Contract requirements, or to make adequate progress, termination proceedings may be initiated.

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

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

3) If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the Services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, shall be charged to the Contractor and shall be deducted by the District out of such payments as may be due or may at any time thereafter become due to the District.

   If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

4) If, after the notice of termination for failure to fulfill Contract Obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to

have been effective for the convenience of the District. In such event, adjustment shall be made as provided in "Termination for Convenience."

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

Upon termination notification, the District has the right to order at the price, terms, and conditions in effect at any time prior to the effective date of the cancellation of the agreement and require delivery service as specified. POs issued against the Contract may specify delivery dates beyond the effective date of the cancellation of this agreement, not exceeding sixty (60) days.

13. FINAL PAYMENT AND RELEASE OF CLAIMS

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

14. RIGHTS IN PROPERTY

a. Title

1) All property purchased by the Contractor for the District, shall be hereinafter referred to as District property. Title to District property shall pass to and vest in the District upon the vendor's delivery and acceptance of such property by the contractor.

2) Title to District property shall not be affected by its incorporation into or attachment to any property not owned by the District, nor shall District property become a fixture or lose its identity as personal property by being attached to any real property.

3) The title transferred as described above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances. The Contractor shall not pledge or otherwise encumber the items in any manner that would result in any lien, security interest, charge, and/or claim upon or against said items.

4) The contractor shall promptly execute, acknowledge, and deliver to the District proper bills of sale or other written instruments of title in a form as required by the District; said instruments shall convey to the District title to material free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

b. The District property shall be used only for performing work on the Contract or PO unless otherwise provided in the Contract or approved by the District's Chief Procurement Officer.

15. CHANGES

a. The term "Change(s)," as used herein, means substitutions, additions, or deletions which result in revisions to the Contract or PO. Change does not mean work performed by the

Contractor to correct defective Work caused by the Contractor's negligent acts, errors or omissions.

b. The District may at any time, and from time to time without invalidating the Contract or PO, make Changes in the Scope of Work. The District and Contractor shall endeavor to reach mutual agreement regarding costs and Schedule associated with the Change; however, the District reserves the right to unilaterally direct the Contractor to perform the Changed Work. Such Changes, including any increase or decrease in the amount of the Contractor's compensation and/or the period of performance, shall be incorporated into the Contract or PO through the issuance of a Contract Amendment or PO Revision. All of the provisions of the Contract shall apply to Changes. Upon receipt of a Contract Amendment or PO Revision, approved by the District, the Contractor shall continue performance of the Scope of Work as modified by the Amendment.

c. If a Fixed Fee is a part of the compensation for the Contract or PO, it is the agreed intent of the parties that the Fixed Fee is an amount fixed at the inception of a PO with respect to the Work planned and Scheduled as set forth in the Scope of Work and is not intended to vary with actual costs for the Work. A Contract Amendment or PO Revision issued hereunder, may but shall not automatically, result in a Change to the Fixed Fee.

16. ASSIGNMENT

a. The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or a PO (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of the District, which consent shall not be unreasonably withheld.

b. No rights under the Contract shall be asserted against the District, in law or in equity, by reason of any assignment of the Contract, or any part thereof, unless authorized by the District as specified in this Article.

c. Any assignment of proceeds of the Contract shall be subject to all proper setoffs and withholdings in favor of the District and to all deductions specified in the Contract or PO. All monies withheld, whether assigned or not, shall be subject to being used by the District for completion of the Work, pursuant to the terms of the Contract. In the event that the District consents to such assignment of monies, written notice thereof shall be given by the Contractor to the District at least ten (10) days before payment is due.

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

17. NO THIRD PARTIES

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

18. CHANGE OF LEGAL ENTITY OR CHANGE OF IDENTITY

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

19. SEVERABILITY

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

20. GOVERNING LAW

This Contract between the District and the Contractor shall be subject to the laws of the State of California.

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

21. FINGERPRINTING

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

a. Any employee or agent of Contractor, and any employee or agent of Contractor's Subcontractors, who may have contact with pupils must submit his or her fingerprints to the California Department of Justice (DOJ) in a manner authorized by the DOJ to determine whether the employee or agent has been arrested or convicted of any crime. The Contractor shall be responsible for any expenses arising from its compliance with this Section, including, but not limited to, the payment of any fee required for fingerprinting or the processing thereof.

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

c. The Contractor shall remove immediately from the District property any employee or agent (including employees or agents of its Subcontractors) who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.17.

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

22. DISTRICT APPROVALS

Approvals or authorization provided for in this Agreement to be given by the District must be given in writing. Any District review or approval of any submissions from Contractor in any medium is for general conformance with the District's requirements and shall not

relieve Contractor of its responsibility for performing services under this Agreement in conformity with the legally mandated standard of care and the terms and conditions of this Agreement.

23. PUBLIC RECORDS ACT

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

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

24. WAIVER

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

25. NO WAIVER

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

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

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

26. CONFIDENTIALITY

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

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

27. PUBLICITY

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

28. VEHICLE SAFETY AND SECURITY

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

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

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

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

29. INDEMNITY

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

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.

b. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the Contractor or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.

c. Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Contract. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless shall not apply to any claim by Contractor that District has infringed a patent or copyright of Contractor.

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

30. RIGHT TO AUDIT AND INSPECTION OF RECORDS

Contractor and its Subcontractors and Suppliers shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information necessary to verify the scope or charges for any services provided under this Agreement.

The District shall have the right to review, examine and audit, all the books, records, documents, accounting procedures and practices, and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, photographs, micro-photographs, other authentic reproductions thereof, etc.), sufficient to properly reflect all costs claimed to have been incurred, or anticipated to be incurred, in performing the Contract. Contractor understands and agrees that the District has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the work under this Agreement, whether such records were prepared by Contractor or anyone else associated with the work.

The Contractor and its Subcontractors and Suppliers shall keep and preserve all such records for a period of at least 4 years from and after final payment or if the Contract is terminated in whole or in part until 4 years after the final Contract close-out.

At any time prior to the date which is four (4) years following final payment under this Agreement, Contractor and its Subcontractors and Suppliers shall provide the District, a copy of all such records within ten (10) business days of a written request from the District without charge to the District. At any time prior to the date which is four (4) years following final payment under the Agreement, at all reasonable times the District shall have access and the Contractor and its Subcontractors and Suppliers shall make available such records at the District's offices or at Contractor's facilities for the purpose of interviewing Contractor's employees and inspecting and copying such books, records, accounts and other material which may be relevant to the audit (location to be specified by the District), without charge to the District. Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Contractor shall, at no cost to the District, furnish reasonable facilities and assistance for such review and audit.

Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this Agreement until such evidence/documents are provided to the District.

The Contractor shall obtain from its Subcontractors and Suppliers written agreements to the requirements of this Section and shall, upon the District's request, provide a copy of such agreements.

Reimbursement - To the extent that an audit by the District, the District's independent auditors, or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Agreement by Contractor, Contractor agrees to remit the amount of the overpayment to the District within five (5) days after demand.

31. ENVIRONMENTALLY PREFERRED PRODUCT PROCUREMENT PROGRAM *(when applicable)*

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

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

a. ENVIRONMENTAL PREFERENCE

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

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

3) The District requires all bidders for goods and materials to offer environmental alternatives to virgin products offered in response to bid specifications. Suppliers of goods and materials with recycled content shall be required to provide the amount of "post-consumer content" and/or "pre-consumer recycled content" by weight percent for the goods and materials provided.

4) The District may provide product servicing and product life extension service. To the maximum extent feasible, all machinery and electronic equipment provided should allow for the manufacturer/contractor to accept used equipment and goods, at the end of their planned useful life, or when they are declared surplus, for recycling purposes.

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

32. SWEAT-FREE PROCUREMENT POLICY

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

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

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

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

33. LIQUIDATED DAMAGES (when applicable)

a. If in the opinion of the District the Contractor at any time during the period of the Agreement, fails to properly and satisfactorily perform the service(s)/provide the product(s) called for in the Agreement, or otherwise fails or neglects to comply with the terms of the Agreement, the District may make arrangements elsewhere for the material/service, or any part thereof, and hold the Contractor responsible for re-procurement costs incurred by the District.
b. It is specifically provided and agreed that time shall be of the essence in regard to the Agreement performance requirement. Unacceptable performance may include but not limited to late/non-performance of contracted work, products not meeting specification, giving wrong prices, invoicing problems, sending unqualified personnel, etc.
c. Should the Contractor not achieve Completion of the Work within the completion date, and as may be adjusted, the Contractor shall pay to the District the amount of Liquidated Damages for the completion date, as adjusted, any such Liquidated Damages are automatically and without notice of any kind owed by Contractor upon the accrual of each day of delay. The District may at any time deduct Liquidated Damages from any payments due or to become due to the Contractor.

   Neither the District's failure or delay in deducting Liquidated Damages from payments due to the Contractor, nor the District's failure or delay in notifying Contractor of the accrual of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the TO/PO Amount then held, retained or controlled by the District. The Contractor and District acknowledge and agree that the Liquidated Damages are reasonable and necessary under the circumstances existing at the time this Contract is made because of the difficulty of fixing the District's actual damages in the event of delayed completion of the Work. The Contractor and the District agree that Liquidated Damages do not constitute a penalty. In the event that the Contractor shall fail or refuse to correct or complete items of the Work and the District elects to exercise its right to cause completion or correction of such items, the District's Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.

d. Liquidated damages shall be assessed on this project as follows:

1) The Contractor's failure to report shall incur liquidated damages in the amount of $100 for the 1st day and $50 for each subsequent day the contractor fails to report.
2) Contractor delaying the project shall be assessed $50 per day based on the number of days the contract is extended unless those days are agreed upon with the District.

34. PRODUCT SAFETY COMPLIANCE (*when applicable*)

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

35. COMPLIANCE WITH IMMIGRATION LAWS

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

36. PREQUALIFICATION

Bidder must be currently prequalified with the District or, at a minimum, have submitted their pre-qualification questionnaire prior to the time of bid opening and have received confirmation of receipt from the Prequalification Unit. Bidders shall not be awarded a contract until successfully completing the prequalification process, which must be completed within 30 days of the bid opening. Please be advised that the submission of a prequalification questionnaire does not guarantee pre-qualification approval**.**

37. PREVAILING WAGE REQUIREMENT (*when applicable*)

In accordance with Labor Code section 1720, 1771, 1771.5, 1774, 1815 and Title 8 CCR section 16433, the District requires the payment of prevailing wage for all projects over $25,000 when the project is for construction work and for all projects over $15,000 when the project is for alteration, demolition, repair, or maintenance work.

The District operates an approved LCP, which shall be enforced on all public works projects that exceed the monetary thresholds above.

a. Labor Compliance Program

Contractor/Firm and all Subcontractors must comply with District Labor Compliance Program (LCP) requirements, including, but not limited to, all applicable statutes and regulations, District LCP Manual, and District Contract requirements. In the event that additional or revised information is required pursuant to enforcement of the LCP, such requirement shall not result in an increase to the Contract Time or the Contract Amount. Contractor/Firm shall be responsible for all failures by all Subcontractors to comply with District LCP requirements.

Contractor/Firm, consistent with California Public Contract Code 6109, is prohibited from performing a portion of work with a Subcontractor who is debarred pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

District LCP was granted final approval/extended authority by the Department of Industrial Relations on December 27, 1996. For questions and assistance, please contact the District LCP office at (213) 241-4665 and/or lcp@lausd.net.

b. Prevailing Wage

1) This Project is a public works Project, as defined in Labor Code section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 California Code of Regulations (CCR) sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

2) Pursuant to Labor Code sections 1770 *et seq.*, District has obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work for Los Angeles County where the Project is to be performed. Copies of these prevailing wage rates are on file and available to any interested party upon request or visit www.dir.ca.gov/dlsr/pwd.

3) Questions pertaining to prevailing wage rates should be directed to the Labor Compliance Department or to the Division of Labor Statistics and Research at the following respective addresses:

Labor Compliance Department	or	DLSR
333 S. Beaudry Ave, 21st Floor		P.O. Box 420603
Los Angeles, CA 90017		San Francisco, CA 94142
(213) 241-4665		(415) 703-4774
www.lcp@lausd.net		www.dir.ca.gov/DLSR/PWD

4) Contractor/Firm shall post at appropriate and conspicuous locations on the Project site the following:
   a. A schedule showing all applicable prevailing wage rates in accordance with Labor Code section 1773.2;
   b. Notice of LCP approval and prevailing wage monitoring sufficient to satisfy Title 8 CCR sections 16429 and 16451(d).

5) Contractor/Firm and all Subcontractors must provide itemized wage statements to their employees in accordance with Labor Code section 226.

6) Contractor/Firm represents and warrants that the Contract Amount includes sufficient funds to allow Contractor/Firm and all Subcontractors to comply with all applicable laws and contractual requirements. Contractor/Firm shall defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to the failure of Contractor/Firm or any Subcontractor to comply with any applicable law in this regard, including, but not limited to Labor Code section 2810. The Contractor /Firm agrees to pay any and all assessments, including wages, penalties and liquidated damages, made against District in relation to such failure.

7) Failure to comply with the payment of prevailing wages shall result in a penalty to the District pursuant to Labor Code section 1775 and applicable regulations, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate for the work or craft in which such worker is employed by the

Contractor/Firm or Subcontractor. This includes, but not limited to the failure to pay applicable shift differential rates.

8) The Contractor/Firm and the bond insurer shall be jointly and severally liable for the back wages, penalties, and/or Labor Code Liquidated Damages due as a result of a prevailing wage violation. "Labor Code Liquidated Damages" are equal to the total underpayment of wages remaining uncorrected sixty (60) days after service of the Notice of Withholding of Contract Payments pursuant to Labor Code section 1742.1. The underpaid employee shall receive both the liquidated damages and the underpayment amount.

9) Pursuant to Labor Code section 1778, every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or Subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working Subcontractor, in connection with services rendered upon any public work is guilty of a felony.

c. Apprentices

1) Contractor/Firm and all Subcontractors shall comply with requirements in Labor Code section 1777.5 and Title 8 CCR sections 200 *et seq.* Contractor/Firm is responsible for compliance with Labor Code section 1777.5 for all apprentice able crafts or trades. Contractor/Firm and any Subcontractor(s) who fail to comply with Labor Code section 1777.5 shall be subject to penalties specified in Labor Code section 177.7.

2) Contractor/Firm and all Subcontractors shall submit contract award information using the Division of Apprenticeship Standards (DAS 140) Form to the applicable apprenticeship committee within ten (10) days of the date of execution of contract and no later than the first day of work as per Title 8 CCR section 230. Contractor/Firm shall simultaneously submit a copy of the completed DAS 140 Form to District Labor Compliance Program.

d. Working Hours

1) Contractor/Firm and all Subcontractors shall comply with the following provisions for working hours:

   a) Pursuant to Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work.

   b) Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by Contractor/Firm, of any tier, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as otherwise provided by law.

   c) Notwithstanding the foregoing provisions, work performed in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours per week at not less than one and one-half (1½) times the basic rate of pay, or as otherwise required by law. All work performed on Saturday, Sunday, and/or holiday shall be paid pursuant to the Prevailing Wage Determination.

   d) Unless otherwise provided in the Supplementary Conditions, where a single shift is worked, eight (8) consecutive hours between 7 a.m. and 5 p.m. shall constitute a workday at straight time for all workers;

e) Unless otherwise provided in the Supplementary Conditions, forty (40) hours between Monday 7 a.m. and Friday 5 p.m. shall constitute a workweek at straight time;

f) The District's Labor Compliance Program audit and investigation uses the working hours referenced above and determines violations and penalties accordingly, unless evidence is found to the contrary, such as in the Supplementary Conditions, or is prescribed by law.

2) Failure to comply with the payment of overtime wages shall result in a penalty to the District pursuant to Labor Code section 1813 and applicable regulations, for each calendar day, or portion thereof, during which worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week without proper compensation in violation of Labor Code section 1810 et seq. and/or applicable regulations.

e. Certified Payroll Reporting Forms and Payroll Records

1) Contractor/Firm shall be responsible for the submission of electronic certified payroll records of Contractor/Firm and all Subcontractors within ten (10) days of the week ending date of each week. Contractor/Firm shall submit weekly electronic certified payroll records, including certified Non-Performance payroll records, in the method provided by District Web-based Certified Payroll Reporting System, to District Labor Compliance Program. When a Contract has various school projects, Certified Payroll Reporting Forms for each individual school shall be maintained and submitted in the method provided by District.

2) Contractor/Firm must comply with all requirements of District Web-based Certified Payroll Reporting System, including, but not limited to, electronic signature, electronic submittal of documents and forms, and use of other electronic modules. This obligation includes compliance with all existing requirements and all new requirements developed during the term of the Project.

3) Contractor/Firm shall submit to District Labor Compliance Program, an estimated start date for all Subcontractors, within five (5) days of the Subcontractor work start date and shall submit a revised estimate, if applicable, within five (5) days of knowledge of any changes to any estimated start date.

   This document must contain the name and address of each Subcontractor, each Subcontractor's license number and the estimated start date.

4) Contractor/Firm shall provide, and shall cause all Subcontractors to provide, "Payroll Records" as defined in Title 8 CCR section 16000 to District, within ten (10) days of written request, at no cost to District. "Payroll Records" are all un-redacted certified payroll records, time cards, sign-in sheets, daily construction reports, check stubs, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, recipes or other evidences which reflect the job assignments, work schedules by days and hours, and the disbursement by way of cash, check or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to the Project. All received documents shall become property of the District.

5) Failure to submit Payroll Records within ten (10) days of such due date shall result in a penalty to District pursuant to Labor Code section 1776 and applicable regulations, until strict compliance is effectuated.

6) Should Contractor/Firm or any Subcontractor neglect, fail or refuse to submit any of the above- referenced documents, Contractor/Firm agrees to pay to District the sum of one hundred ($100) dollars per day in contractual liquidated damages, not as a penalty but as liquidated damages, for every day of noncompliance beyond ten (10) days after such documents are due ("Payroll Record Liquidated Damages"). Payroll Record Liquidated Damages shall continue to accrue until strict compliance is effectuated. Upon issuance of a Payroll Record Liquidated Damages Permanent Assessment, the liquidated damages amount shall be disbursed to the District. The Payroll Record Liquidated Damages amounts are agreed upon by and between Contractor/Firm and District because of the difficulty of fixing District actual damages in the event of failure to submit such documents. Contractor/Firm and District specifically agree that said amounts are reasonable estimates of District damages in such event, and that such amounts do not constitute a penalty. Contractor/Firm and District acknowledge and agree that the liquidated damages contained in this provision are reasonable under the circumstances existing at the time of Contractor/Firm's execution of the Contract. These Payroll Record Liquidated Damages are distinct from statutory Labor Code Liquidated Damages. This remedy is not exclusive and cumulative of all other remedies available to District.

f. Withholding of Contract Payments

1) District shall withhold payments from Contractor/Firm in accordance with its rights and obligations under Labor Code section 1720 et seq. and applicable regulations, including for all back wages, penalties and Labor Code Liquidated Damages.

2) Notwithstanding any other provision in this contract, the District may withhold payment from any portion of the Contract Amount then or thereafter due the Contractor/Firm for violation by Contractor/Firm or any Subcontractor of the requirements of this PREVAILING WAGE REQUIREMENT section and for Payroll Record Liquidated Damages. Without limitation to the foregoing, payment shall not be made to the Contractor/Firm when certified payroll records by Contractor/Firm or any of its Subcontractors are delinquent or inadequate in accordance with Title 8 CCR 16435.

38. SUPPLEMENTARY CONDITIONS

The "Regular" working hours for performance of any work under this contract shall be Monday through Friday, eight (8) *consecutive* hours, excluding legal holidays. However, the business hours of some locations vary, which shall be addressed on a mutually agreeable basis. Questions concerning District site business hours must be addressed to the District authorized representative or designee. Workdays must not start earlier than 6:00 a.m.

Where a single shift is worked, eight (8) consecutive hours shall constitute a workday and must be paid at the applicable prevailing wage rate(s), including, but not limited to shift differential pay and Saturday pay. Please contact the Department of Industrial Relations for shift differential pay requirements.

First forty (40) hours between Monday, 5:00 a.m. and Saturday 10:00 p.m., shall constitute a work week and must be paid at the applicable prevailing wage rate(s) including but not limited to shift differential and Saturday pay. Please contact the Department of Industrial Relations for shift differential pay requirements.

Nothing in this section shall be construed as affecting or intending to affect or in any way interfering with the prevailing wage laws of the state of California and the prevailing wage rates set by the Department of Industrial Relations.

When conducting work during closed school hours, the Contractor shall notify LAUSD School Police Department at (213) 625-6631, at the start and end of the workday. Only when mutually agreed upon by both the District and Contractor, service may be performed on Saturday and Sunday, before 7:00 a.m. and after 5:00 p.m., or on legal holidays.

The District may call the Contractor for emergency work at any time and day of the week, including Saturdays, Sundays and Holidays. If at any time the Contractor receives a Service Request, Contractor shall answer the call immediately and correct the source of the problem or protect the location until full service can be made. The District requires an immediate and effective response from the service Contractor when there are problems at any District Owned or Leased site. Emergency services shall be available to LAUSD 24 hours per day, three hundred sixty-five days per year.

39. PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code section 1771.1, a contractor or Subcontractor shall not be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. Contractors must register at https://www.dir.ca.gov/.

It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by section 7029.1 of the Business and Professions Code, or by section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code section 1725.5 at the time the contract is awarded.

40. PROJECT STABILIZATION AGREEMENT (PSA) (*when applicable*)

The District entered into an agreement with the Los Angeles/Orange County Building and Construction Trades Council and the signatory craft unions called the Project Stabilization Agreement. The PSA applies to all projects funded over the applicable thresholds by Proposition BB, Measure K and Measure R, and/or future bond money that is not expressly excluded in the PSA.

a. The Project Stabilization Agreement ("PSA") applies to all construction, major rehabilitation work, and capital improvement work, as set forth in the Contract. Contractor agrees to be bound by the PSA and requires all Subcontractors to do so.
b. PSA can be reached at (213) 241-4666 and at lcp@lausd.net.
c. Building/Construction Inspectors and Field Soils and Materials Testers ("**FSMT**") are a covered craft under the PSA.
d. Per the Operating Engineers Union's December 6, 2001, letter to the California Department of Industrial Relations, and for purposes of the PSA and this Agreement, the services that are provided by an FSMT include, without limitation, "special grading, excavation filling, soils used in construction, concrete sampling, density testing and various types of verification tests."
e. Contractor's compliance with the PSA would include, among other obligations, Contractor's:
    1) Electronically sign a Letter of Assent (LOA) for each covered District project to which the Contractor is assigned. Effective immediately, the District will no

longer accept hard copies of the LOAs. You are required to electronically execute the PSA LOA via the District's LCP Online Certified Payroll System. This is a requirement for the Contractor and Subcontractors. For information and/or technical support, call (213) 241-4647 or email lcp@lausd.net;

2) Following the PSA guidelines regarding hiring procedures.
3) Paying minimum prevailing wages, where applicable.
4) Executing union participation agreements when appropriate (as specified by the PSA); and
5) Making fringe benefit contributions based upon certified payroll reports in a timely manner, signing participation agreements, and registering core workers as required by the signatory unions to the PSA.

f. If the PSA applies to these Services, Contractor must also comply with all of the following provisions:
   1) The Contractor must post flyers provided by the District relating to employee benefits at appropriate and conspicuous locations on Project site.
   2) Contractor shall cause a sign to be posted on the job site stating, in English and Spanish, in large enough print to read from a reasonable distance, no less than 32-point font size, "Employees: Your employee benefits payments are being paid to a trust fund on your behalf. Your employer must provide you information about your benefits and make documentation about your benefits available to you."
   3) Contractor must submit with its final Application for Payment a certification that Contractor and all Subcontractors have paid all benefit contributions due and owing to the appropriate trust fund(s). If District Web-based Certified Payroll Reporting System contains a form for such certification, Contractor must use such form and submit it in the method required by District Web-based Certified Payroll Reporting System.
   4) Prior to making final payment to each Subcontractor, Contractor shall obtain written releases from all appropriate trust funds affirming that such Subcontractor has paid all required employee benefits.

g. To the extent that the Services include the services of a craft covered by the PSA, and the other PSA criteria listed above apply, Contractor agrees to comply with the PSA. The PSA will supersede the Master Labor Agreement when a subject is covered in both agreements, per Section 2.7 of the PSA.

The State of California Director of Industrial Relations, General Prevailing Wage Determinations, supersedes both the PSA and Master Labor Agreement.

The District Labor Compliance Program may monitor the timely payment of employee benefits to the appropriate trust fund in accordance with the PSA and Labor Code Section 1771.5.

41. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

a. Compliance with Laws and Regulations
   At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations during its performance of all work contemplated by this Agreement ("Work").

   Contractor represents and warrants that it has all licenses or certificates required to

perform the Work or has received waivers from such requirements. Contractor shall insure that all Subcontractors performing Work under this Agreement are properly licensed to perform such Work. The Contractor shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

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

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

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

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

42. INCORPORATION BY REFERENCE

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

43. PAYMENT FOR WORK PERFORMED AT TIMES OTHER THAN REGULAR WORKING HOURS

If contractor begins service during regular working hours and continues into overtime, only the actual hours worked beyond the regular working hours are eligible as overtime. All overtime must be pre-approved by the District authorized representative or designee.

44. EQUAL OPPORTUNITY EMPLOYMENT/ANTI-DISCRIMINATION

It is the policy of the District that, in connection with all work performed and services rendered under District Agreements, there shall be no discrimination against any active or prospective employee engaged in such work or services because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, physical disability (including without limitation HIV and AIDS), mental disability, medical condition, age, political belief or affiliation, or to deny family care leave. Contractor therefore agrees that it shall not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws. More specifically, Contractor agrees to comply with applicable Federal and California laws including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of

1991; The Americans with Disabilities Act of 1990; Age Discrimination Act of 1975; Rehabilitation Act of 1973 (Section 504); and the California Fair Employment Practice and Housing Act codified in Government Code Sections 12900 to 12996; and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all Contractors and Subcontractors employed by Contractor under the Agreement.

45. TIME FOR PAYMENTS

Payments of undisputed sums due shall be made by the District within forty-five (45) days after receipt by the District of an Invoice for Payment that has been properly and timely prepared and submitted in accordance with this Agreement.

46. ENTIRE AGREEMENT/AMENDMENT

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

47. KEY PERSONNEL

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

48. ADDRESS FOR NOTICES

All notices, demands or requests shall include the Agreement Number, date and Project name and be addressed to:

Procurement Services Division
Los Angeles Unified School District
333 South Beaudry Avenue, 28th
Los Angeles, California 90017
Email Address: PScontracts@lausd.net
and jina.jung@lausd.net

END OF SECTION III – A. CONTRACT TERMS AND CONDITIONS

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION III

B. PROVISIONS REQUIRED OF FEDERALLY FUNDED CONTRACTS - FEMA (AS APPLICABLE)

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**

	Provision	Contract Criteria	Required/Applicability
12.	Procurement of Recovered Materials	All	Yes
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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Unless otherwise specified herein, all terms provided in this section shall apply. Should any Terms and Conditions, unless inapplicable as stated herein or as expressly stated in the Agreement or Amendment thereto, conflict with terms of the original Agreement or any subsequent Amendment, the Terms and Conditions of this section shall govern.

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

1. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

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

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

   3) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   4) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and Subcontractors by the

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

2. DAVIS-BACON ACT

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

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

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

3. COPELAND ANTI-KICKBACK ACT

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

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

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

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.A. of this section the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

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

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

d. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 4.A. through D. of this section and 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 4.A through D. of this section.

5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II (F).

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

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

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

a. Clean Air Act

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

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

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

b. Federal Water Pollution Control Act

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

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

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

7. DEBARMENT AND SUSPENSION

Suspension and Debarment

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

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C 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.

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

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

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

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

9. PROCUREMENT OF RECOVERED MATERIALS

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

1) Competitively within a timeframe providing for compliance with the contract performance schedule;
2) Meeting contract performance requirements; or
3) At a reasonable price.

b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

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

10. 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.

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.

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.

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 components (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.

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 includes 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.

END OF SECTION III – B. PROVISIONS REQUIRED OF FEDERALLY FUNDED CONTRACTS - FEMA

C. INSURANCE AND BONDING REQUIREMENTS

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

All Contractors, and their approved Subcontractors, shall have Commercial General Liability (CGL) and Commercial (Business) Automobile Liability (CA or BA). Under some circumstances, the District may also require Errors and Omissions (E&O), Excess, or other coverage whenever exposure, as determined by the District, warrants. Workers' Compensation (WC) shall also be provided unless exempted as set forth below.

It shall be the Contractor's responsibility, not the District's, to monitor its Subcontractor(s) for compliance with the insurance requirements described in this Section.

Failure of the Contractor to obtain or maintain the required coverage or furnish the required certificates, endorsements, or policies shall constitute a material breach of this Agreement and may result in termination of the Agreement. Further, failure of the Contractor to require its Subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements and policies as described in this Section shall also constitute a material breach of, and may result in, termination of the Contractor's Agreement.

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

1. Evidence of Insurance

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

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

Satisfactory Evidence of Insurance must be submitted and approved by the District prior to providing any product or service covered under this Agreement, unless an extension is authorized by the District.

2. Additional Insured's

The CGL and CA/BA policies shall be endorsed to name the following as additional insured, and the certificate holder:

The Los Angeles Unified School District and the Board of Education of the City of Los Angeles, 333 South Beaudry Avenue, 28th Floor, Los Angeles, CA 90017.

3. **Rating of Insurer**
All policies shall be from admitted insurers with an A.M. Best rating of at least A-, VII, except for the State Fund for W/C. Coverage provided by the California State Compensation Insurance Fund (State Fund) is acceptable. The District reserves the right to approve other carriers if found acceptable to the District's Office of Risk Management and Insurance Services.

4. **Minimum Required Coverage**
   a. **Commercial General Liability (CGL)**
   Includes both bodily injury and property damage.

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

   b. **Commercial (Business) Automobile Liability (CA or BA)**
   All owned hired and non-owned autos. If there are no owned autos, only non-owned and hired are required.

   $1,000,000 combined single limit

   c. **Workers' Compensation** (WC)
   Part A – Statutory limits
   Part B Employers' Liability - $1,000,000

   d. **Professional Liability (Errors and Omissions)** Insurance with a limit not less than $1,000,000 each claim/$1,000,000 in the annual aggregate.

   e. **Tech Liability (Errors and Omissions)** Insurance with a limit not less than $1,000,000 each claim/$1,000,000 in the annual aggregate.

All deductibles and Self-Insured Retention above $100,000 shall be declared in writing and subject to District approval.

If any of the above policies are written on claims made on this basis, it shall be maintained continuously for a period of no less than five (5) years after the conclusion of the agreement. The "retro date" must be shown and must be no later than the date of execution of this Agreement by District and Contractor. The extended reporting period should not be cancelled in the event of policy non-renewal or cancellation, and the extended reporting period shall be at least 36 months.

5. **Bond Requirements (*when applicable*)**
Bidder must submit a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) with at least an A- VII Rating according to the current report published by A.M. Best Company which states Bidder's current available bonding capacity. The letter must be written by the surety company, accompanied by Power of Attorney from the surety company, and addressed to the District.

The District will have the sole authority to decide when a Payment Bond and/or a Performance Bond is required either prior to issuance of the Master Agreement or prior to issuance of the first PO. The contractor shall be required to provide the Payment and Performance Bonds in the full amount of the Master Agreement. The Contractor will provide the required Bonds throughout the life of the Contract.

The CONTRACTOR shall apply for and furnish to the DISTRICT separate payment and performance bonds for the Work. The performance bond shall be in a monetary amount equal to 100% of the PO amount guaranteeing the prompt, competent and faithful performance of all terms and conditions of the Contract. The payment bond shall be 100% of the PO amount and guarantee, without limitation, the payment in full of all claims for labor, services, materials, supplies, and the like, for the Work as required by

Civil Code. The payment and performance bonds shall be in the format as shown below.

A corporate surety authorized and admitted to transact business in California shall provide the bonds. The CONTRACTOR shall supply the DISTRICT with documentation establishing the necessary requirements of the surety consistent with California law. When the Performance Bond is provided it must be executed by the Contractor and by the attorney-in-fact, which must be acknowledged before a notary public.

To the extent, if any, the Contract amount is increased in accordance with the Contract Documents the CONTRACTOR shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the DISTRICT. The bonds shall further provide no change or alteration of the Contract Documents (including, without limitation, an increase in the Master Agreement amount or value of the Work, as referenced above), adjustment to the Milestones and/or Contract Time, or modifications of the time, terms or conditions of payment to the CONTRACTOR will release the sureties.

If the CONTRACTOR fails to furnish the required bonds or fails to keep such bonds in full force and effect up through such times that such bonds are otherwise obligated to be in force and effect under the law, the DISTRICT will not issue a contract or PO, and/or may terminate the CONTRACTOR'S right to proceed for cause. The bonds shall also contain all other requirements as prescribed by law.

a.. Bond Allowance

The District shall reimburse the Contractor for the combined total of the payment and performance bonds, not-to-exceed 3% of the bond premium.

b. Surety Qualification

Only bonds executed by admitted surety insurers as defined in Code of Civil Procedure shall be accepted. Surety must be a California admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Contract Amount..

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DOCUMENT 00 6114

PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and _____

hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety,

denominated as number _____,

described as _____at _____

and is in the Contract Amount of _____,

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and _____, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of _____ Dollars ($_____), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:

1. The condition of this obligation is that if the CONTRACTOR shall in a workmanlike manner promptly, competently, and faithfully perform the Work and all of the terms, conditions and provisions of the Contract, in strict conformity therewith, then this Bond shall be null and void; otherwise, this Bond shall remain in full force and effect.

2. In the event CONTRACTOR breaches the Contract and OWNER exercises its right to terminate CONTRACTOR's right to proceed with the Work, and subject to the terms of the Contract, OWNER shall notify CONTRACTOR and SURETY in writing, and SURETY shall promptly:

a. Arrange for CONTRACTOR, with consent of OWNER which OWNER may withhold in its sole discretion, to perform and complete the Contract; or

b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors, provided that OWNER either has prequalified such person or has no reasoned objection to such person performing the Work; or

c. Obtain bids or negotiated proposals from qualified contractors acceptable to and prequalified by OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to OWNER any excess of the amount of the completion contract over the remaining balance of the Contract Amount; or

d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and no later than thirty (30) days of SURETY's receipt of notice of termination from OWNER, or such longer period to which OWNER may agree:

(i) subject to a full reservation of all rights of OWNER, CONTRACTOR and SURETY, deny liability in whole or in part and notify OWNER in writing of the reasons and bases therefore; or

(ii) determine the amount for which SURETY may be liable to OWNER, and thereafter promptly tender payment thereof to OWNER.

During the period in which SURETY determines which of its options to pursue under this paragraph 2, OWNER may take such actions it determines are appropriate to perform the Work and/or protect the Project, and OWNER's costs and expenses of such efforts may be charged against the contract balance.

3. In addition to any costs incurred in meeting its obligations pursuant to paragraph 2 above, SURETY shall pay OWNER any amounts due to Owner or for which Owner has become obligated in connection with the Contract arising from CONTRACTOR's failure to perform in accordance with the Contract, including any liquidated damages or other delay damages recoverable under the Contract; provided, however, that the aggregate liability of SURETY under this Bond, including under paragraph 2 and this paragraph 3, shall not exceed the amount of the Penal Sum as adjusted as provided in paragraph 7.

4. CONTRACTOR and SURETY agree that for purposes of exercising its rights under this Bond after Substantial Completion, OWNER may terminate CONTRACTOR's right to proceed, and call on SURETY to perform pursuant to this Bond, for CONTRACTOR's failure to perform Punch List work, warranty work or other items of work, which might not otherwise constitute a breach justifying termination of the Contract.

5. OWNER and SURETY shall cooperate with each other to assure prompt completion of the Contract, and, if SURETY exercises its option to proceed under subparagraphs 2a, 2b or 2c, Owner shall perform its obligations under the Contract with respect to any such completion contractor, including payment for work satisfactorily completed, in accordance with applicable law and the terms of the Contract except to the extent the Contract is modified by the OWNER and SURETY.

6. SURETY hereby stipulates and agrees that no adjustment to the Contract Amount or Contract Time, nor any other alteration, addition and/or deletion to the terms of the Contract, or to the Work to be performed thereunder, shall in any way affect its obligations under this Bond, and SURETY waives notice of any such change, adjustment, alteration, addition or deletion to the terms of the Contract Documents.

7. The Penal Sum of this Bond shall automatically increase as the Contract Amount increases; provided, however, the initial Penal Sum shall not increase more than fifteen percent (15%) absent written consent from the SURETY. SURETY's refusal to consent to such an increase in the Penal Sum shall not be a breach of this Bond.

8. SURETY shall be held and firmly bound by this Bond for any breach of CONTRACTOR's obligations, including any warranty of the Work, occurring within two (2) years of Substantial Completion of the entire Work. Any action on this Bond shall be commenced within three (3) years of the date of Substantial Completion.

9. OWNER may name SURETY and demand that SURETY participate in any arbitration authorized by the Contract, or SURETY may elect to intervene in any such arbitration as provided by law, in which case SURETY shall be bound by the arbitration award. If OWNER does not name SURETY or demand SURETY's participation in any arbitration, and SURETY does not elect to intervene, SURETY will not be bound by the arbitration award except to the extent the arbitration award determines

CONTRACTOR'S obligations under the Contract and that determination is binding on SURETY under applicable law.

10. In case any suit, arbitration or other action is brought upon this Bond, reasonable attorneys' fees shall be awarded to the prevailing party, only the amount thereof being within the Court's or arbitrator's discretion.

11. Where they are used herein, the following terms that are specially defined in the Contract shall have the same meaning ascribed to them in the Contract: OWNER, CONTRACTOR, Contract, Work, Contract Documents, Contract Amount, Contract Time, Day, Punch List, and Substantial Completion.

Signed and sealed this _____ day of _____ 20 _____

CONTRACTOR/PRINCIPAL

By_____ Title_____

Surety Name	By Attorney-in-Fact :
Address of Surety _____	Address _____
Telephone Number	Telephone Number _____
Bond Number	

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)
END OF DOCUMENT

DOCUMENT 00 6113

PAYMENT BOND
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and

hereinafter called the CONTRACTOR, have entered into a Contract

dated _____

for _____

Contract
Amount _____

NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety,

are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

PAYMENT BOND

In an amount equal to One Hundred Percent (100%) of the above Contract Amount. The condition of this obligation is that if the Contractor or his Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the CONTRACTOR and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

This bond is executed in accordance with the requirements of Section 9550 *et seq.* of the Civil Code and acts amendatory thereof; and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Section 9100 of the Civil Code and acts amendatory thereof, or to their assigns.
This bond covers claims whether such claims arise before or after the date on which this bond is issued.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents.

Signed and sealed this day of 20

CONTRACTOR/PRINCIPAL

By_____

Title _____

SURETY

By _____
Attorney-in-Fact

Address_____

Telephone Number_____

Bond Number_____

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)

END OF SECTION III – C. - INSURANCE AND BONDING REQUIREMENTS

LOS ANGELES UNIFIED SCHOOL DISTRICT
Contractor Code of Conduct
(adopted 11/02, revision effective 11/06)

Preamble

The 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:

a) *Ethical and responsible use of scarce public tax dollars is a critical underpinning of effective government*
b) *Contracting integrity and quality of service are the shared responsibilities of LAUSD and our Contractors*
c) *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.

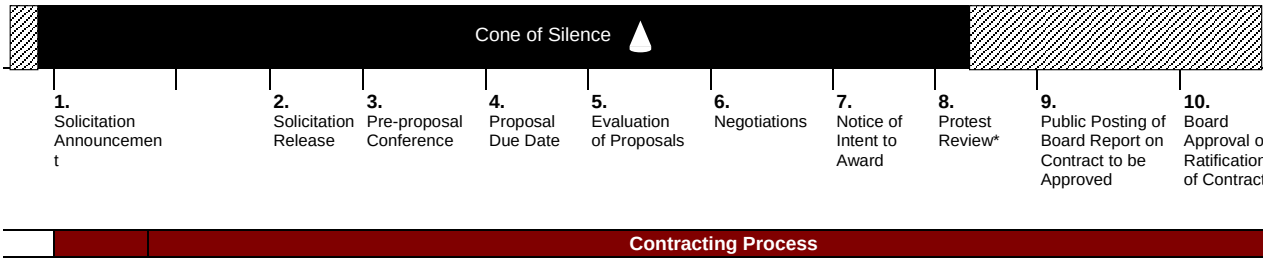
(1) Critical Factors – In considering a Contractor's record of integrity and business ethics, LAUSD may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental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



(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

(1) Mai Vien Da is the CEO of a firm that wants to do business with LAUSD. She is at a party when she sees the head of the LAUSD division that has just issued an RFP that her company is interested in bidding on.

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

(2) Mai is also interested in having her sales team meet with LAUSD officials district-wide to promote her firm's services, so that they can sell work on smaller projects that do not need to be competitively bid.

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 impact 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 *and her employees may attempt to meet with district officials to discuss potential services outside of a competitive process, but she needs to recognize that her marketing activities may require her to register her firm and her employees in LAUSD's Lobbying Disclosure Program.* (See Section 5, Disclosure Obligations).

Examples of Managing Potential Conflicts

(4) Rhoda Warrior is a 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 an 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://www.lausd.org/.

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 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.

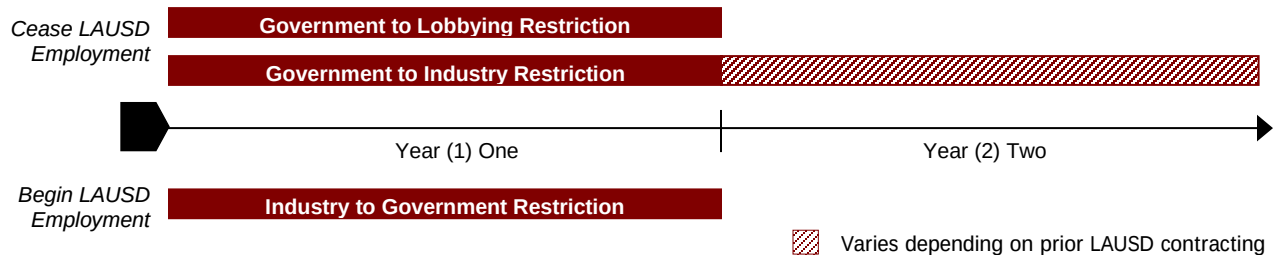
Assuming Sue is not attempting to take out any procurement officials (since they observe a zero-tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over $50 in a year to LAUSD officials will create 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.

<u>*Example of Lobbying Restriction*</u>

Ace Impact Group wants to hire Joe Knows folks, 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.

<u>*Example of Insider Advantage Restriction*</u>

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

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

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

Example of Contracting Benefit Restriction

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

*If Technology Advances hires any of these individuals, none may perform any work for the firm relating to this LAUSD work until two years have elapsed from the date that the contract was fully executed. This case is a good example of how the cooling period seeks to ensure that there is no benefit resulting from a public official's awarding of a contract. All of the LAUSD employees in this example would be considered to have substantially participated in the contract – Raj due to his direct work, Linda due to her role evaluating the bid proposals, and Aisha due to the fact that supervising both employees is a part of her official responsibility. Technology Advance*s *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 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 Legal Eagles firm 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 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 <u>any</u> 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 contract agreement or performing a Contractor's obligation*
   (1) For the purposes of this policy, close relatives shall be defined as including spouse, sibling, parent, grandparent, child, and grandchild. Cohabitants shall be defined as people living together.

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

(2) In a non-competitive contracting process, the Cone of Silence begins at the time when a proposal is submitted to LAUSD until the time the contract is fully executed.

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

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

R. *Making any substitution of goods, services, or talent that do not meet contract specifications without prior approval from LAUSD*

S. *Making false charges on claims for payment submitted to LAUSD in violation of the California False Claims Act, Cal. Government Code §§ 12650-12655*

T. *Requesting, attempting to request, or accepting—either directly or indirectly—any protected information regarding present or future contracts before the information is made publicly available at the same time and in the same form to all other potential 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 maintains our effectiveness in promoting integrity in our contracting processes and our use of public tax dollars, LAUSD reserves the right to amend and modify this Contractor Code of Conduct at its discretion. LAUSD's Ethics Office will post the latest version of the Code on its website. Interested parties with ideas on how LAUSD can strengthen our Code to improve public trust in the integrity of LAUSD's decision-making can contact LAUSD's Ethics Office in writing to share their comments. Such comments will be evaluated for future code updates.

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

10. Severability

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

END OF SECTION III – D. LAUSD CONTRACTOR CODE OF CONDUCT

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

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

Instructions

Companies wanting to register their business and/or apply for small business enterprise certification may do so using the LAUSD vendor registration module. **Please contact Nhu Binh Nguyen** nhubinh.nguyen1@lausd.net, Small Business Program Manager or Manuel Carcamo manuel.carcamo@lausd.net.

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

- **Small Business Size Standards**

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

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

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

Annual Receipts - "total income" (or in the case of a sole proprietorship, "gross income") plus the "cost of goods sold" as these terms are defined or reported on Internal Revenue Service (IRS) Federal tax return forms (Form 1120 for corporations; Form 1120S for Subchapter S corporations; Form 1065 for partnerships; and Form 1040, Schedule F for farm or Schedule C for other sole proprietorships). However, the term receipts excludes net capital gains or losses, taxes collected for and remitted to a taxing authority if included in gross or total income, proceeds from the transactions between a company 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 company which has been in business for 3 or more completed fiscal years means the receipts of the company over its last 3 completed fiscal years are divided by three.
- Annual receipts of a company 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 company 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 to 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 years and short periods 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). (Certification is not required.)

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. (Certification is not required.)

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 conduct. 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 company 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 months of the calendar.
- 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;
- It has, including its affiliates, a number of employees or annual receipts not exceeding the regulatory requirements found in 13 CFR Part 121.

1. To ascertain your small business size standard or applicable NAICS code, visit: Size standards | U.S. Small Business Administration.
2. To view specific LAUSD information, visit:

   https://www.lausd.org/

   https://procurement.lausd.org/
   https://procurement.lausd.org/apps/pages/Solicitations

END OF SECTION III – E. SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

F. VETERAN BUSINESS ENTERPRISE (VBE) UTILIZATION PROGRAM

1. 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 firm's DVBE status may jeopardize future contracting opportunities.

   VBE firms may apply for a VBE certification.

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

   VBE certification eligibility requirements are available at:
   a. https://www.caleprocure.ca.gov/pages/sbdvbe-index.aspx
   b. https://www.va.gov/osdbu/
   c. 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:
   a. DD214 (Certificate of Discharge from Active Duty)
   b. DBA registration document (if sole proprietor)
   c. VBE letter confirming:
      1) 51% plus ownership by Veteran(s)
      2) 30 plus hours per week dedicated to VBE

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

3. 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.

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

MONITORING/PENALTIES

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

For further information, please contact:

Nhu Binh Ngyuyen, Small Business Program Manager 213-241-1346 at nhubinh.nguyen1@lausd.net or Manuel Carcamo at manuel.carcamo@lausd.net .

END OF SECTION III – F. VETERAN BUSINESS ENTERPRISE (VBE) UTILIZATION PROGRAM

G. DRUG-FREE WORK ENVIRONMENT

The objective of the District is to create and maintain a work environment as free as possible from safety and health hazards to all individuals working on the 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

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

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

    a. 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 the District's property.

b. 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.

c. 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.

d. 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.

2. General Testing Procedures

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

b. The contracted facility will ensure 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.

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

d. Testing will check for the following drugs:

Amphetamines	Cocaine
Phencyclidine	Opiates
Marijuana (THC)	

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

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

g. 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.

h. 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.

i. 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.

j. 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.

3. Post-Accident Drug Testing

a. 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 the District's property. All accidents/incidents reported after the incident will be subject to drug testing.

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

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

d. 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.

e. 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.

4. Testing for Just Cause

a. 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.

b. 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.

c. 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.

d. 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.

5. Collection Procedures

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

6. Positive Detection Procedure

a. 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.
b. 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.
c. If the test results are positive for cocaine, opiates, phencyclidine, barbiturates, amphetamines, marijuana, the Contractor employee will be denied access to District's property.
d. If the test results show an alcohol concentration equal to or above .02%, the Contractor employee will be denied access to District's property.
e. 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.

7. 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":

a. 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.

b. 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.

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

END OF SECTION III – G. DRUG-FREE WORK ENVIRONMENT

H. FINGERTIP FACTS

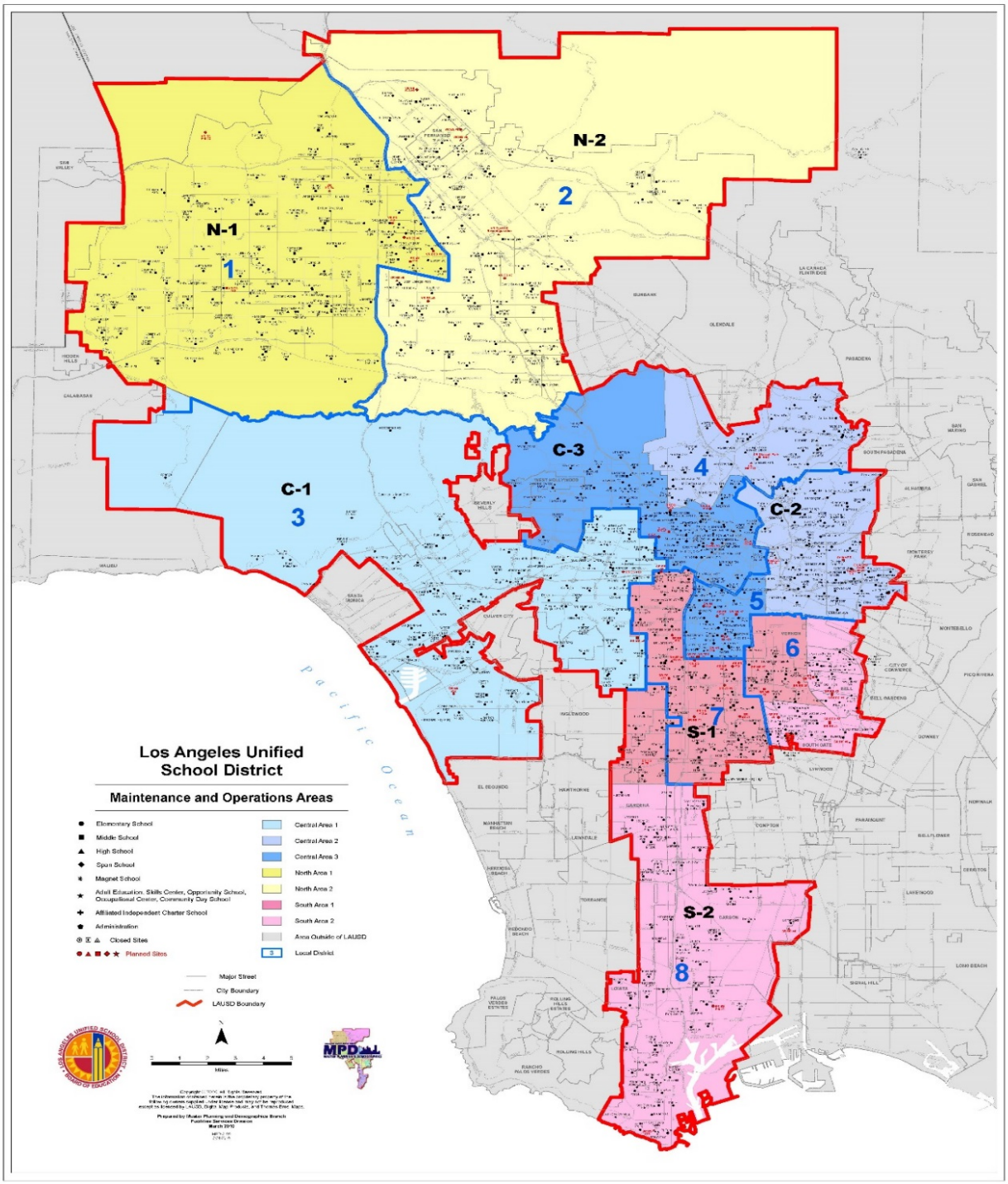
Please use the link below to download sheets listing key information about the District in English and Spanish:

https://communications.lausd.org/apps/pages/index.jsp?uREC_ID=4401650&type=d&pREC_ID=2654752

END OF SECTION III – H. -FINGERTIP FACTS

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION III

I. DISTRICT MAP / SERVICE AREAS



SECTION IV

SUBMITTAL FORMS

All forms must be completed in their entirety, including required signatures. Any areas highlighted in gray are to be completed by District staff once an award has been made. Please do not write or type in those areas.

Agreement # :_____

LOS ANGELES UNIFIED SCHOOL DISTRICT
PURCHASE ORDER SERVICES AGREEMENT

This Purchase Order ("**PO**") Services Agreement (this "**Agreement**") is made and entered into as of the effective date indicated below, by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT (the "**District**") and the following entity or individual:

Contractor			***District Supplier/Vendor#***
Address			
Contact Name	***Title***	***Telephone No.***	***E-mail address***
Authorized Signatory Name	***Title***	***Telephone No.***	***E-mail address***

hereinafter, "**Contractor**."

The undersigned has complied with the instructions in this IFB, has approved the contract form and agrees to enter into a Contract should they be the successful Bidder, for furnishing to the Los Angeles Unified School District, Los Angeles County, hereinafter called the District, the required supplies, equipment and/or services at the stated rates; subject to all of the Terms and Conditions of the Invitation for Bids, Bid and Contract Conditions, Specifications, instructions set forth, as described in the Scope of Work **("Work")** contained herein, and all amendments or addenda thereto.

Work: The Work can generally be described as **Fire Alarm Monitoring Services**, further detailed in the Scope of Work.

Agreement Parts: Contractor shall provide the Work, and otherwise perform, in accordance with the terms of this Agreement. This Agreement consists of this entire IFB bid package, each of which is, by this reference, incorporated into and made a part of this Agreement.

Agreement Term: The initial term of the contract shall be _____ through _____ as approved by the Board of Education or the date this Agreement is signed by an authorized representative of the District, whichever is later.

Number of one-year Option Periods: Two (2).

The District reserves the right to extend the contract term to a maximum of five (5) years.

Not-to-Exceed Amount of Agreement: The District has no obligation to issue any PO under this Agreement in any amount, and the Agreement provides no guaranteed minimum payment to Consultant/Contractor. The total value of all POs issued under this Agreement shall not exceed $_____ during the initial Agreement Term. The District reserves the right to increase the not-to-exceed amount at any time deemed necessary by the District.

This Agreement must be signed by authorized representatives of both parties. This Agreement is not valid, and no payment is authorized hereunder until this Agreement is so signed.

THE LOS ANGELES UNIFIED SCHOOL DISTRICT	**CONTRACTOR**	
Authorized Signature *By:*	*Legal Form (i.e., individual, corporation, partnership, dba, etc.)*	
	Authorized Signature *By:*	*Date*
Printed Name:	*Printed Name:*	
Title:	*Title:*	
Date:	*Professional License No. (if any)*	*Fed. Tax ID No.*

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION IV

RATE SCHEDULE AND INSTRUCTIONS

1. RATE SCHEDULE INSTRUCTIONS

a. Bidder shall fill out the attached Rate Schedule and indicate the Fully Burdened Billing Rates for the services requested/bidding on. The completed pricing information shall be provided in an electronic copy in MS Excel format of the Rate Schedule Section.

b. The "Billing Rates" you bid for shall include pricing for all services/requirements listed in the Scope of Work (Section II), all costs for any insurance, and any other requirements stated in this IFB. Do not include tax.

1. **The fully burdened billing rate as originally bid shall include payment of labor services at not less than the Department of Industrial Relations (DIR) appropriate rate for the year the labor services are provided under this contract.**
2. Further explanation or information on Prevailing Wages and Classifications, may be obtained by contacting the Department of Industrial Relations by phone: (415) 703-4774 or by email: statistics@dir.ca.gov.
3. Refer to the State of California Department of Industrial Relations website for information on prevailing wage journeyman determinations https://www.dir.ca.gov/oprl/DPreWageDetermination.htm.

c. **Any remarks, additions, amendments, or exceptions attached (by the Bidder) to the bid, which conflict with terms and conditions herein, may cause it to be deemed non-responsive.**

d. Item(s) may be awarded either "in any combination," or "as a whole", if applicable.

e. If filling in the Rate Schedule information on the pdf copy, the Bidder should **either type or print legibly in blue ink**. If the information/quantity price is illegible, that item may not be considered for an award. Additionally, the electronic copy of the Rate Schedule shall be submitted in an MS Excel format. **If a discrepancy exists between the pdf copy and the excel copy, the pdf copy shall prevail.**

f. Using the District Map/Service Areas above, indicate which region you are bidding on: North, Central, South, or All, if applicable.

g. Bidder shall list DIR Determination/Classification.

h. Rate Schedule shall be signed by Authorized Signatory, printed name, title and dated.

NOTE: No additional charges shall be authorized or paid during the subsequent contract agreement period unless originally specified in the bid.

2. ADJUSTMENT TO THE RATE SCHEDULE

The rates may be "subject to adjustment" annually. It is expressly understood that contract rate increases are not automatic or guaranteed. The contractor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested in writing. The District reserves the right to reject any such request and may leave the contract as is, rebid and/or terminate said contract within the provisions of the existing agreement. The District

may offer a lower, higher or no increase in percentage. All increases are subject to negotiation between the Contractor and the District. If an agreement is not reached prior to the start of the next year, the rate of said contract shall remain in effect. Rates will not change until an agreement is reached and an amendment is issued with an effective date of the adjustment. The Contractor shall honor and deliver purchase orders issued prior to an agreed upon rate increase. The adjustment to the contract's Rate Schedule, if granted by the District**,** shall be effective on the date in the amendment and continue through the remaining contract period. Increases considered by the District shall be evaluated by using the percentage of change between the original contract date or previous adjustment date and the current year's Consumer Price Index, (C.P.I.) published by the U.S. Department of Labor's Bureau of Labor Statistics, **as a guide only.** The specific index to be reviewed is the C.P.I. for Los Angeles, California is at this website: https://data.bls.gov/cgi-bin/surveymost?cw , click on Los Angeles All Items.

NOTE: All requests for rate adjustments must be received by the District, in writing, no later than ninety (90) days prior to the end of each annual contract period.

An explanation citing the rationale for price increase should be included in such correspondence.

Further explanation or clarification or provisions pertaining to "Adjustment to the Rate Schedule" may be obtained by contacting the Authorized District authorized representative listed in this bid.

Provisions for price adjustments would be subject to the "Adjustment to the Rate Schedule" provision.

3. CASH DISCOUNT

The cash/trade discount shall be included in the determination of low bid. A cash discount for a time period of less than 45 days shall not be considered. The cash discount offered in excess of 10% shall be considered a "trade discount." A trade discount offered shall be deducted from the unit cost(s) bid, thus establishing the items normal/actual contract cost with zero percent cash discount for early payment.

A Cash Discount of _____ % 45 days is being offered

The Cash Discount shall apply after receipt of the goods/services **or** the date of the invoice, whichever is later.

4. TAXES

The Unit Rate Schedule Section shall exclude all applicable taxes. The District shall pay only the California Sales and Use Tax, and/or the Los Angeles County Uniform Local Sales and Use Tax on the rates (unit costs), when applicable and listed separately on the invoice. The Federal Excise Tax is not applicable. The District, upon request, shall furnish the Contractor with a federal exemption number.

Any new or additional tax not in effect at the time of the bid that becomes effective during the contract period shall be paid by the District, providing that the items/services being provided under this contract are subject to such tax. It is the Contractor's responsibility to notify the District of any applicable changes in taxation categories or rates.

5. ESTIMATED DISTRICT REQUIREMENTS

The District is not bound by the Estimated Annual Requirements nor are they guaranteed.

The items listed on the Contract and required during the Contract period shall be ordered, for the most part, from the Contractor during such period.

The District reserves the right to request service from other than the Contractor if the Contractor's workforce is unavailable to perform requested contracted services, which are urgently needed by the District, see Section II of the General Scope of Work, "Failure of Contractor to Provide the Service as Agreed".

6. FEES

a. Material Costs - if applicable **At Cost plus 15% markup (maximum)**
The Contractor shall be responsible for delivery (F.O.B. Destination) and shall pay all costs, including drayage, freight, pallets, and packaging, which shall be included in the item's unit cost. No separate charges for the preceding will be allowed nor paid by the District. Delivery shall be as specified on the PO. Deliveries shall be made to various sites as specified by the District. The District will not accept delivery of materials at the school sites. The Contractor must be at the school site to accept delivery, if needed. Specialized equipment & miscellaneous materials must be billed at cost, with 15% markup, maximum. The Contractor must provide copies of receipts with invoice.

b. **Equipment Rental -** if applicable **At Cost plus 5% markup (maximum)**
Forklift, Scaffold, Scissor Lift, Boom Lift rental cost per **day.**

c. **Subcontractors -** if applicable **At Cost plus 5% markup (maximum)**
Markup for Subcontractors shall not exceed 5%.

7. EXPENSES

District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services pursuant to this Agreement unless prior written authorization is provided by the District. The district authorized reimbursable expenses shall be billed to the District as direct cost. Pre-approved expenses shall be itemized and documented when invoiced. Additional documentation of expenses, including receipts, shall be furnished by the Contractor to the District's Accounts Payable Section (Accounts Payable) upon request.

Indicate on a separate sheet any other expenses and costs related to those expenses.

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RATE SCHEDULE

Use this section to provide fully burdened billing rates for completing the scope of work. Prices must be inclusive of all labor (including DIR prevailing wage rates), expenses, overhead and profit, to complete the work. Materials shall be reimbursed at cost with mark-up not to exceed 15%. Rental equipment shall be reimbursed at cost with mark-up not to exceed 5%. Subcontractor markup shall not exceed 5%.

The billing rates for this Agreement are based upon prevailing wages and must not be less than the Department of Industrial Relations' minimum and may be adjusted periodically.

This is a public works project, and prevailing wage rates on public works projects are required for DIR positions. A Labor Compliance Program is enforced by the District. **The prevailing wage must be included in all of the Bidder's rates.**

Services are required to be performed at sites throughout the District.

The District does not reimburse for mileage, travel time, vehicle rental, communications, postage, printing, lodging, meals, parking, toll charges, licenses, etc. – items typically used to perform work and considered overhead expenses or part of a typical workday.

RATE SCHEDULE MUST INCLUDE THE CA DIR PREVAILING WAGE PLUS YOUR OVERHEAD AND PROFIT.

THE DATE THE BID IS ISSUED WILL BE USED FOR PREVAILING WAGE RATE DETERMINATIONS.

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See Excel file attached

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION IV

FIRM INFORMATION

The Bidder shall state the name and nature of its legal entity. The Bid shall be signed under the correct firm name by an officer/employee authorized to obligate the Bidder/Contractor.

The Bidder understands and agrees by signing this document that all provisions of this IFB/contract must be complied with, and the District may accept any or all of the Bidder's offer as submitted (unless otherwise stipulated by the Bidder). Execution hereof shall constitute a legal and binding Contract upon approval of this offer by the District's Board of Education.

The representative of the Bidder/Contractor who is authorized to contractually obligate and administer this Contract/Agreement and to whom formal notices, demands and communications shall be given is as follows:

Department of Industrial Relations ("DIR") Registration Number
Bidders can register on the DIR website. https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

LAUSD Vendor Registration
All awarded Bidders will be required to register as an LAUSD vendor. If you have any questions or need assistance, contact our Vendor Services Unit at (562) 654-9404 or psg-vsu@lausd.net. Visit https://procurement.lausd.org/apps/pages/Vendor-Services.

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FIRM INFORMATION FORM

Legal Firm Name		
Firm Address		
Firm Phone	**Firm Email**	
Federal Tax ID #	**LAUSD Vendor #[1]**	
Business Type (sole ownership, Partnership, Corporation, Joint Venture, other), (start date of business or incorporation, U.S. state of incorporation)		**DIR #**
SBE / VBE(if any) Expiration date	**SBE _____yes _____no** **Expiration date**	**VBE _____yes _____no** **Expiration date**
Parent Company Name (if any)		
Parent Company Address		
Parent Company Phone	**Parent Company Email**	
Principal/Officer #1	**Name & Title:**	
Years with Company:	**Phone & Email:**	
Principal/Officer #2	**Name & Title:**	
Years with Company:	**Phone & Email:**	
Name, Title, Phone No. and Email of <u>Person Responsible for Contract</u>		
Name, Title, Phone No. and Email of <u>Contact Person for the Proposal</u>		
Total # of Employees with the Firm		
Contractor Licenses Pertinent to Services		

[1]If you do not have an LAUSD Ariba Vendor Number, visit https://procurement.lausd.org/apps/pages/Vendor-Services

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION IV

MINIMUM QUALIFICATIONS FORM

EXPERIENCE
Bidder must be in business for a minimum of ten (10) years providing services as outlined in the scope of work.

1. Number of years of experience in providing this type of service: _____years**.** **Provide a copy of the firm's CSLB licenses with this bid package**.
2. Bidder must have at least four (4) Central Station locations across the United States to provide redundancy, ensuring consistent, and uninterrupted services. **Provide proof of four (4) Central Station with this bid package.**
3. Bidder must have the National Institute for Certification in Engineering Technologies ("NICET") Technician Certification Programs Level III. **Provide a copy or a print screen of the Certification with this bid package.**
4. Bidder must possess a California Business License or Business Tax Registration Certificate with the City of Los Angeles Office of Finance. **Provide a copy of the bidder's California Business License or City of Los Angeles Tax Registration Certificate with this bid package.**
5. Please provide a copy of your registration with the Department of Industrial Relations (DIR) and provide your **DIR registration number_____.**
6. Provide a copy of the prime **Prequalification** letter or the status of the prequalification with this bid for all tiers of bidder/contractor.

Prequalification
https://procurement.lausd.org/apps/pages/Prequalification
If you have questions, please contact the Prequalification Unit by phone (213) 241-2651 or via email at prequalification@lausd.net

Department of Industrial Relations (DIR) Registration Number
Bidders can register on the DIR website. https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

LAUSD Vendor Registration
All awarded bidders will be required to register as an LAUSD vendor. Visit https://procurement.lausd.org/apps/pages/Vendor-Services. If you have any questions or need assistance registering, you can contact our Vendor Services Unit at (562) 654-9404 or psg-vsu@lausd.net.

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION IV

SPECIFIC BID CONDITIONS/CERTIFICATIONS

Compliance with LAUSD Ethics and Integrity Standards

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

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

1. ETHICS AGREEMENT

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

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

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

NAME OF RESPONSIBLE SENIOR OFFICER	POSITION TITLE	PHONE NUMBER
SIGNATURE OF RESPONSIBLE SENIOR OFFICER	DATE	E-MAIL ADDRESS

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

A.	MY ORGANIZATION TAKES RESPONSIBILITY FOR ENSURING THAT EACH OF OUR REPRESENTATIVES, REGARDLESS OF POSITION, UNDERSTANDS AND COMPLIES WITH THE DUTIES AND REQUIREMENTS OUTLINED IN LAUSD'S CONTRACTOR CODE OF CONDUCT AND FOR ENSURING THAT WE ADHERE TO THE HIGHEST STANDARDS OF HONESTY AND INTEGRITY IN ALL OUR DEALINGS WITH AND/OR ON BEHALF OF LAUSD.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION HAS AN EFFECTIVE MANAGEMENT PROCESS IN PLACE TO ENSURE THAT THE BEHAVIOR, DECISIONS, AND ACTIONS OF OUR REPRESENTATIVES DEMONSTRATE THE LETTER AND SPIRIT OF LAUSD'S ETHICS AND INTEGRITY STANDARDS IN ALL PHASES OF ANY RELATIONSHIP WITH LAUSD.	❒ **Yes**	❒ **No**

C.	DESCRIBE BRIEFLY THE SCOPE OF YOUR ORGANIZATION'S EFFORTS TO MANAGE FOR AND ASSURE ETHICAL CONDUCT, ATTACH AN ADDITIONAL SHEET OF PAPER IF NECESSARY:
D.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL EXERCISE CAUTION AT ALL TIMES TO ENSURE THAT OUR CONDUCT AVOIDS EVEN THE APPEARANCE OF IMPROPRIETY OR MISREPRESENTATION. WE SHALL BE PROACTIVE IN ASKING QUESTIONS AND SEEK FORMAL GUIDANCE FROM LAUSD WHENEVER THERE IS A DOUBT ABOUT HOW TO PROCEED IN AN ETHICAL MANNER.**

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

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

A.	MY ORGANIZATION AND OUR REPRESENTATIVES DEMONSTRATE A RECORD OF INTEGRITY AND BUSINESS ETHICS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, DIRECTIVES AND REGULATIONS AS WELL AS THE POLICIES AND REQUIREMENTS ESTABLISHED BY LAUSD.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A CRIMINAL INVESTIGATION, INDICTMENT, CONVICTION, JUDGMENT, INJUNCTION, OR A GRANT OF IMMUNITY, INCLUDING PENDING ACTIONS, FOR BRIBERY, EMBEZZLEMENT, EXTORTION, FALSIFICATION, FORGERY, MAKING FALSE STATEMENTS OR, ANY OTHER BUSINESS OR ETHICS RELATED CONDUCT CONSTITUTING A CRIMINAL OFFENSE UNDER FEDERAL, STATE OR LOCAL LAW WITHIN THE LAST SEVEN (7) YEARS.	❒ **Yes**	❒ **No**
C.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD SUSPENSION, DEBARMENT, ADMINISTRATIVE AGREEMENT, DENIAL OF CONTRACT AWARD, DECLARATION OF INELIGIBILITY, OR BID REJECTION, INCLUDING PENDING ACTIONS, FOR NON-RESPONSIBILITY WITHIN THE LAST SEVEN (7) YEARS.	❒ **Yes**	❒ **No**
D.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE, RESTITUTION, CONTRACT SUSPENSION, OR TERMINATION FOR CAUSE, INCLUDING PENDING ACTIONS WITHIN THE LAST SEVEN (7) YEARS.	❒ **Yes**	❒ **No**
E.	MY ORGANIZATION, INCLUDING ANY SUBSIDIARY OR PREDECESSOR COMPANY OR ENTITY UNDER A DIFFERENT BUSINESS NAME, HAS NOT BEEN THE SUBJECT OF A BANKRUPTCY PROCEEDING, INCLUDING ANY PENDING BANKRUPTCY PROCEEDINGS WITHIN THE PAST SEVEN (7) YEARS.	❒ **Yes**	❒ **No**
F.	MY ORGANIZATION HAS THE FINANCIAL RESOURCES AND MANAGEMENT CAPACITY NECESSARY TO FULFILL THE REQUIREMENTS OF OUR PROPOSED CONTRACT WITH LAUSD.	❒ **Yes**	❒ **No**
G.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT, TO OUR KNOWLEDGE, BEEN THE SUBJECT OF A POOR PERFORMANCE COMPLAINT, CONFLICT OF INTEREST CONCERN, OR OTHER ETHICS INQUIRY AT LAUSD.	❒ **Yes**	❒ **No**
H.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL BE PROACTIVE IN DISCLOSING TO LAUSD ANY ISSUES CONCERNING OUR RESPONSIBILITY, SO THAT THE APPROPRIATE ACTIONS CAN BE TAKEN TO AVOID IMPACT TO THE PRODUCTS OR SERVICES WE SHALL DELIVER TO LAUSD.**		

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

A.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL MAINTAIN A CONE OF SILENCE AND AVOID ALL PROHIBITED COMMUNICATIONS WITH LAUSD OFFICIALS DURING THE REQUIRED TIMES OF LAUSD'S CONTRACTING PROCESS. WE SHALL NOT REQUEST OR ACCEPT – EITHER DIRECTLY OR INDIRECTLY – ANY PROTECTED INFORMATION REGARDING PRESENT OR FUTURE CONTRACTS BEFORE THE INFORMATION IS MADE PUBLICLY AVAILABLE AT THE SAME TIME AND IN THE SAME FORM TO ALL OTHER POTENTIAL BIDDERS.	❒ **Yes**	❒ **No**

B.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL PROTECT THE CONFIDENTIALITY OF ALL INFORMATION GARNERED THROUGH THE CONTRACTING PROCESS AND OUR WORK WITH LAUSD. WE UNDERSTAND THAT USING SUCH INFORMATION, DIRECTLY OR INDIRECTLY, FOR PERSONAL, FINANCIAL OR OTHER PRIVATE INTERESTS IS STRICTLY PROHIBITED.	❒ **Yes**	❒ **No**
C.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT PARTICIPATED IN ANY ASPECT OF DEVELOPING THE SCOPE OF WORK, SOLICITATION DOCUMENTS, TECHNICAL SPECIFICATIONS, EVALUATION CRITERIA, PROCUREMENT CONSIDERATIONS, OR OTHER CONTRACTUAL INSTRUMENTS FOR THIS CONTRACT.	❒ **Yes**	❒ **No**
D.	MY ORGANIZATION AND OUR REPRESENTATIVES KNOW OF NO LAUSD OFFICIAL WITH AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES WHO HAS PARTICIPATED IN ANY ASPECT OF THIS CONTRACT. WE KNOW THAT AN ECONOMIC INTEREST EXISTS WHENEVER AN OFFICIAL, HIS OR HER SPOUSE, AND ANY DEPENDENT CHILDREN HAS A DIRECT OR INDIRECT FINANCIAL INTEREST OR LIABILITY IN EXCESS OF $1000 IN AN ENTITY; HAS RECEIVED INCOME WITHIN THE PAST 12 MONTHS FROM THE ENTITY; HAS SERVED AS AN OFFICER, DIRECTOR, COMMITTEE MEMBER OR AN EMPLOYEE OF THE ENTITY (EVEN IN AN UNPAID CAPACITY); OR HAS RECEIVED A GIFT FROM AN ENTITY OVER LAUSD'S GIFT LIMIT.	❒ **Yes**	❒ **No**
E.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL ABIDE BY ALL THE INTEGRITY REQUIREMENTS OF LAUSD'S CONTRACTING PROCESS. WE SHALL BE CAUTIOUS TO AVOID ANY ACTIONS THAT COULD BE SAID TO INTERFERE WITH AN OPEN AND UNIFORM CONTRACTING PROCESS.**		

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

A.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT CONDUCT BUSINESS WITH OR ON BEHALF OF LAUSD IN A MANNER THAT WOULD BE REASONABLY KNOWN TO CREATE OR LEAD TO A PERCEPTION OF SELF-DEALING.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT CONDUCT BUSINESS WITH ANY LAUSD OFFICIAL* WHO HAS AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES. WE UNDERSTAND THAT DOING SO COULD VIOLATE GOVERNMENT CODE SECTION 1090 AND RESULT IN A VOID CONTRACT IN WHICH WE MAY OWE RESTITUTION TO LAUSD.	❒ **Yes**	❒ **No**
C.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT MAKE OR PARTICIPATE IN THE MAKING OF LAUSD DECISIONS WHEN OUR PERSONAL FINANCIAL INTERESTS CAN BE AFFECTED.	❒ **Yes**	❒ **No**
D.	MY ORGANIZATION SHALL NOT ALLOW ANY OF OUR REPRESENTATIVES TO CONDUCT BUSINESS DIRECTLY WITH ANY LAUSD OFFICIAL WHO IS A CLOSE RELATIVE OR COHABITANT, OR WITH WHOM THERE IS A CLOSE ECONOMIC ASSOCIATION. WE UNDERSTAND THAT ANY TIME THERE IS A CLOSE FAMILY OR PERSONAL RELATIONSHIP INVOLVED BETWEEN OUR REPRESENTATIVES AND AN LAUSD OFFICIAL WHO IS INVOLVED IN THIS WORK OR WHO HAS OVERSIGHT, WE MUST WORK WITH LAUSD TO IMPLEMENT THE NECESSARY SAFEGUARDS.	❒ **Yes**	❒ **No**
E.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT CONDUCT WORK ON BEHALF OF ANOTHER CLIENT ON A MATTER THAT WOULD BE REASONABLY SEEN AS IN CONFLICT WITH WORK PERFORMED FOR LAUSD.	❒ **Yes**	❒ **No**
F.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT BEGIN ANY PROSPECTIVE EMPLOYMENT OR CONSULTING DISCUSSIONS WITH ANY CURRENT LAUSD OFFICIAL WITHOUT IMPLEMENTING THE NECESSARY SAFEGUARDS ESTABLISHED BY STATE LAW AND LAUSD SINCE AN OFFER OF COMPENSATION CAN CREATE A CONFLICT.	❒ **Yes**	❒ **No**
G.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT GIVE ANY GIFTS OR PERSONAL BENEFITS A) TO ANY LAUSD PROCUREMENT OFFICIAL, B) TO ANY LAUSD OFFICIAL IN EXCESS OF LAUSD'S ESTABLISHED GIFT LIMIT, OR C) TO ANY LAUSD OFFICIAL WITHOUT THE REQUIRED DISCLOSURE, IF DISCLOSURE IS REQUIRED.	❒ **Yes**	❒ **No**
H.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL BE PROACTIVE IN DISCLOSING IN WRITING ALL POTENTIAL OR ACTUAL CONFLICTS, ON AN ONGOING BASIS, TO THE LAUSD OFFICIALS DESIGNATED IN THE CODE, SO THAT ANY CONFLICTS CAN BE APPROPRIATELY REMEDIED.**		

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

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

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

A.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT COMPENSATE ANY CURRENT LAUSD OFFICIAL TO LOBBY LAUSD, NOR SHALL WE COMPENSATE ANY FORMER LAUSD OFFICIAL TO LOBBY LAUSD BEFORE A ONE (1) YEAR PERIOD HAS ELAPSED FROM THAT OFFICIAL'S LAST DATE OF EMPLOYMENT WITH LAUSD. WE UNDERSTAND THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION-MAKING, INCLUDING MARKETING EFFORTS.	❒ **Yes**	❒ **No**
B.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO WORK ON A MATTER THAT THE OFFICIAL HAS BEEN PERSONALLY AND SUBSTANTIALLY INVOLVED WITH IN THE PRECEDING 12 MONTHS.	❒ **Yes**	❒ **No**
C.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO PERFORM ANY SERVICES ON A CONTRACT THAT THE OFFICIAL HAS SUBSTANTIALLY PARTICIPATED IN WITHIN THE PRECEDING TWO (2) YEARS.	❒ **Yes**	❒ **No**
D.	MY ORGANIZATION SHALL ENSURE THAT ANY REPRESENTATIVE WHO IS CONTRACTED TO ACT IN THE CAPACITY OF AN LAUSD OFFICIAL SHALL DISQUALIFY HIMSELF OR HERSELF FROM MAKING ANY GOVERNMENTAL DECISIONS FOR LAUSD RELATING TO A PRIVATE SECTOR INTEREST, INCLUDING MATTERS INVOLVING OUR ORGANIZATION, UNTIL A ONE (1) YEAR PERIOD HAS ELAPSED FROM THE TIME THE INTEREST HAS BEEN DISPOSED OR SEVERED.	❒ **Yes**	❒ **No**
E.	DESCRIBE BRIEFLY THE INTERNAL SAFEGUARDS YOUR ORGANIZATION HAS PUT IN PLACE TO PRESERVE LAUSD'S COOLING PERIOD RESTRICTIONS:		
F.	**BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL UPHOLD ALL THE PROVISIONS OF LAUSD'S REVOLVING DOOR COOLING PERIOD RESTRICTIONS. WE RESPECT THE NEED FOR PUBLIC AGENCIES TO ENSURE THAT NO UNFAIR COMPETITIVE ADVANTAGE IS EXTENDED DUE TO THE HIRING OF CURRENT OR FORMER PUBLIC OFFICIALS.**		

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

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

Lobbying Disclosure			
E.	MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT ENGAGE IN ANY LAUSD LOBBYING ACTIVITIES WITHOUT THE APPROPRIATE REGISTRATION AND DISCLOSURE THROUGH LAUSD'S ETHICS OFFICE WEBSITE (http://ethics.lausd.net). WE UNDERSTAND THAT UNDER LAUSD'S LOBBYING DISCLOSURE CODE, REGISTRATION IS REQUIRED IF WE ARE PAID BY A CLIENT	❒ **Yes**	❒ **No**

TO LOBBY LAUSD, OR IF WE SHALL SPEND MORE THAN $10,000 THIS YEAR TO LOBBY LAUSD ON OUR OWN BEHALF. WE KNOW THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION, INCLUDING MARKETING AND PROMOTIONAL EFFORTS.		

State-Mandated Statement of Economic Interests *(for professional services contracts only)*		
F MY ORGANIZATION AND OUR REPRESENTATIVES SHALL ABIDE BY THE FINANCIAL DISCLOSURE REQUIREMENTS OF CALIFORNIA'S POLITICAL REFORM ACT WHICH REQUIRES INDIVIDUAL CONTRACTORS AND THEIR REPRESENTATIVES TO DISCLOSE ECONOMIC INTERESTS THAT COULD BE FORESEEABLY AFFECTED BY THEIR EXERCISE OF CONTRACTUAL DUTIES.	❒ **Yes**	❒ **No**
If the answer is "No" below, attach an additional sheet of paper with the heading "State-Mandated Statement of Economic Interests" and provide the following: 1) the full name of each of your representatives who shall make governmental decisions or participate in the making of governmental decisions for LAUSD in this contract, 2) a detailed scope of the responsibilities and services each individual shall provide to LAUSD, and 3) a valid e-mail address for each representative. Before a contract is executed, these individuals shall have to complete a Statement of Economic Interests which can be downloaded from: http://ethics.lausd.net.		
G. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT BE INVOLVED IN PERFORMING ANY ACTIVITIES OR DECISION-MAKING FOR LAUSD IN THIS CONTRACT SUCH AS: OBLIGATING LAUSD TO A COURSE OF ACTION; APPROVING PLANS, DESIGNS, REPORTS OR STUDIES FOR LAUSD; ADOPTING POLICIES, STANDARDS AND GUIDELINES FOR ANY SUBDIVISION OF LAUSD; AUTHORIZING LAUSD TO ENTER INTO, MODIFY, OR RENEW A CONTRACT; NEGOTIATING ON BEHALF OF LAUSD; ADVISING OR MAKING RECOMMENDATIONS TO LAUSD DECISION-MAKERS; CONDUCTING RESEARCH OF INVESTIGATIONS FOR LAUSD; PREPARING A REPORT OR ANALYSIS THAT REQUIRES AN EXERCISE IN JUDGMENT OR PERFORMING DUTIES SIMILAR TO AN LAUSD STAFF POSITION WHICH IS ALREADY DESIGNATED AS A FILER POSITION IN LAUSD'S CONFLICT OF INTEREST CODE.	❒ **Yes**	❒ **No**
H. **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL UPHOLD ALL OUR PUBLIC DISCLOSURE OBLIGATIONS WITH LAUSD. WE UNDERSTAND THAT PROVIDING TRANSPARENCY HELPS TO ENSURE GREATER ACCOUNTABILITY AND PUBLIC TRUST.**		

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

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

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

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

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION IV

POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM

Bidder **must** provide the following information for itself and any Subcontractor(s) to the bid. This information is required to avoid any conflict of interest regarding the Board of Education Members' ability to take any action regarding approval of any Contract awards. Please disclose all information and use additional sheets if necessary.

1. Name of Bidder (Contractor) (Prime)

_____
Principal/Contractor Contact Name and Telephone No.

_____
Partners/Officers/Stockholders

_____
Partners/Officers/Stockholders

_____
Parent Company (if any)

_____
Partners/Officers/Stockholders

_____
Subsidiaries (if any)

_____
Partners/Officers Stockholders

_____

2. NAME OF SUBCONTRACTOR NO.1

_____
Principal/Contractor Contact Name and Telephone No.

_____
Partners/Officers/Stockholders

NAME OF SUBCONTRACTOR NO.2

_____
Principal/Contractor Contact Name and Telephone No.

_____

_____
Partners/Officers/Stockholders

NAME OF SUBCONTRACTOR NO. 3

_____
Principal/Contractor Contact Name and Telephone No.

_____
Partners/Officers/Stockholders

A. CONFLICT OF INTEREST

1. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this warranty, or violation of any other prohibition in this Article, the District shall have the right to terminate the Contract for failure of the Contractor to fulfill its Contract obligations.

2. Contractor agrees that, for the term of the Contract, no member, officer, or employee of the District, or of a local public body during their employment and for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract, or to any benefit arising thereof as prohibited by Government Code § 1090 and 87100.

3. The employment by Contractor of personnel on the payroll of the District for the performance of Work under the Contract shall not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on the District payroll within one (1) year prior to the date of the Contract award, where such employment is caused by and/or dependent upon Contractor securing the Contract or a related Contract with the District, is also prohibited.

4. Neither the Contractor nor its employees nor its Subcontractors or their employees shall give or offer to give any campaign contribution to any member of the District in violation of Government Code Section 84308.

5. The Contractor shall not be permitted to participate in any capacity in Contracts, Subcontracts or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.

B. COVENANT AGAINST CONTINGENT FEES

1. The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract pursuant to the Article entitled TERMINATION FOR DEFAULT herein. In addition to any rights and remedies otherwise provided for in the Contract, by law, the District may deduct from the Total Contract Price or considerations, or otherwise recover, the full amount of the contingent fee.

2. "Bona fide Agent," as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.

3. "Bona fide employee," as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to

solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.

4. "Contingent fee," as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing a District Contract.

5. "Improper influence," as used in this Article, means any influence that induces or tends to induce a District employee, officer, Contractor, Subcontractor, Authorized Representative, or Contractor to give consideration or to act regarding a District Contract on any basis other than the merits of the matter.

I have read and agree to the above Conflict of Interest and Covenant Against Contingent Fees Policies.

Bidder (Company) Name:_____

Print Name:_____ Title:_____

_____ _____

Signature Date

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION IV

CERTIFICATION A
CERTIFICATION OF COMPLIANCE TO DISTRICT ETHICS POLICY

The Bidder certifies that it is familiar with and in compliance with all provisions of the Los Angeles Unified School District's (DISTRICT) Ethics Policy including: 1) no officer, principal, partner or major shareholder of the Bidder has been a Member of the Board of Education or been employed by the DISTRICT in the last 12 months; 2) no employee of the Bidder has been a Board Member or been employed by the DISTRICT within the last 12 months and a) participated in developing the Contract specifications, or b) had substantial responsibility in the area to be performed by the Contract; The Bidder has not employed as a lobbyist any former DISTRICT Board Member/Alternate or employee who left the DISTRICT within the last 12 months; and 4) the Bidder did not receive any confidential information in connection with the procurement. The Bidder 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 Bidder 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 the penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Bidder (Company) Name:_____

Print Name:_____ Title:_____

_____ _____

Signature Date

Bidder Name: _____

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION IV

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 Contractor(s) and Subcontractor(s) and the DISTRICT.

_____
PRINT NAME

_____
SIGNATURE OF OFFICER

_____
TITLE OF OFFICER

_____
DATE

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 Contractor(s) ever been employed by the DISTRICT? [Yes] [No]. If your answer is "Yes", please provide the following information:

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

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

_____

_____

_____

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

_____

_____

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

_____

_____

_____

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

_____

_____

_____

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

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

_____

_____

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

_____

_____

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

_____

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

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

_____

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

_____

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

_____

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

_____

_____

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

_____

e. What is 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)

Bidder Name: _____

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION IV

CERTIFICATION C
CERTIFICATION OF BID

A. The undersigned hereby submits its Bid and, unless otherwise stated, agrees to provide services to the Los Angeles Unified School District in accordance with this IFB.

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

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

D. Enclosed as a part of this Bid are the figures and data required by the specifications.

E. This Bid shall be considered an irrevocable offer and shall be valid for 120 days from the date Bids are required to be submitted.

F. I acknowledge receipt of Addenda (if any).

Date: _____

Name of Firm:_____

By: _____
Authorized Signature

Print Name:_____

Title:_____

Address:_____

Telephone (__)_____ Email_____

Federal Tax I.D. No._____

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.

_____

Name and Title of Contractor's Authorized Official

_____

Signature of Contractor's Authorized Official

Date _____

LOS ANGELES UNIFIED SCHOOL DISTRICT
SMALL BUSINESS ENTERPRISE (SBE) AND MICRO-SBE PROGRAMS
UTILIZATION REPORT

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

Bidder Name: _____

SBE/Micro-SBE STATUS (check one)

☐ Our firm meets the qualification for SBE status as defined in the Small Business Administration size standards and is certified by LAUSD. (Attach SBE certification(s)

☐ Our firm meets the qualification for Micro-SBE status as defined in the Small Business Administration size standards and is certified by LAUSD. (Attach Micro-SBE certification(s)

☐ Our firm utilizes SBE/Micro-SBE Subconsultants/Subcontractors. (List SBE/Micro-SBE firms utilized, utilization percentage, and attach SBE/Micro-SBE certification(s)
Provide copies of all Subconsultant/Subcontractor SBE/Micro-SBE certifications.

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

☐ No SBE utilization

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

Name _____ Title_____

Signature_____ Date_____

Telephone_____ Email_____

*Visit https://procurement.lausd.org/apps/pages/Vendor-Services.

LOS ANGELES UNIFIED SCHOOL DISTRICT
VETERAN BUSINESS ENTERPRISE (VBE) UTILIZATION REPORT

Bidder Name: _____

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

DVBE/VBE STATUS (check one)

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

☐ **Our firm(s) is VBE. Copies are provided to verify status:**

1. DD214 (Certificate of Discharge from Active Duty)
2. Article of Organization from California State Business 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

☐ **Our firm utilizes DVBE/VBE Subcontractors/subconsultants. (List DVBE/VBE firms utilized, including their DGS number or other required documents, and the percentage)**

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

☐ **No DVBE/VBE utilization**

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

Name _____ **Title**_____

Signature_____ **Date**_____ **Telephone**_____

*Visit https://procurement.lausd.org/apps/pages/Vendor-Services.

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

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

Bidder Name: _____

MBE STATUS (check one)

☐ **Our firm(s) is a certified MBE certified by**_____
Expiration Date: _____

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

Provide copies of all MBE certifications with this form.

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

☐ **No MBE Utilization**

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

Name _____ **Title**_____

Signature_____ **Date**_____ **Telephone**_____

*Visit https://procurement.lausd.org/apps/pages/Vendor-Services.

For MBE certification, apply at the City of Los Angeles – website address:
https://bca.lacity.org/Uploads/cca/MBE_WBE_CERT_Application.pdf

FOR INFORMATIONAL PURPOSES ONLY

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

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

Bidder Name: _____

WBE STATUS (check one)

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

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

Provide copies of all WBE certifications with this form.

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

☐ **No WBE Utilization**

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

Name _____ Title_____

Signature_____ Date_____ Telephone_____

*Visit https://procurement.lausd.org/apps/pages/Vendor-Services.

For WBE certification, apply at the City of Los Angeles – website address:
https://bca.lacity.org/Uploads/cca/MBE_WBE_CERT_Application.pdf

FOR INFORMATIONAL PURPOSES ONLY

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION IV

CERTIFICATION OF COMPLIANCE WITH THE DISTRICT'S SWEAT-FREE PROCUREMENT POLICY

DISTRICT POLICY

It is the policy of the Los Angeles Unified School District (LAUSD) that all products and/or services purchased by the District be manufactured and supplied in compliance with applicable labor and wage laws governing the countries of its origin. For the purposes of establishing a non-poverty wage, the LAUSD uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services' guidelines to determine non-poverty wages domestically. Internationally, the LAUSD recognizes the World Bank's Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries. Purchases by the LAUSD shall be restricted to only those products and/or services that have been manufactured without the illegal use of "sweatshop" (including exploitive "child," "forced," "convict," and "indentured") labor.

Prior to any award, the LAUSD shall require its bidders/contractors to certify adherence to the provisions of the District's Sweat-Free Procurement Policy. This Sweat-Free Procurement Policy includes the following principles/requirements:

- Safe and healthy working conditions
- Prohibition of child labor
- Disclosure of manufacturing plant locations
- Verification and enforcement mechanisms
- Compliance with applicable codes
- Penalties for violations
- Responsible bidder forms
- Non-poverty wage standard (domestic and international)

Contractors shall denote compliance to these provisions by signing a Sweat-Free Procurement Policy certification, which shall extend to their Subcontractors.

The consequence of any violation by the contractor to the aforementioned laws and provisions may result in action being taken by the District against the contractor. Through Memorandums of Understanding (MOU), information shall be exchanged with various government-based investigative agencies. The District shall adopt the investigative agency's findings to take appropriate action against the contractor. The action may include, but is not limited to, agreed upon liquidated damages, contract cancellation, vendor default, and/or vendor debarment.

The LAUSD shall continuously educate the vendors to raise their level of awareness about the "sweat-free" procurement policy.

COMPLIANCE CERTIFICATION

While all Bidders/Contractors, and their Subcontractors, are required to comply with all the provisions of this Policy, only the Bidder/Contractor is required to sign this certification statement.

For any award made under this bid:

1. The Bidder/Contractor, and its subcontracts, certify that all goods and/or services shall be manufactured, supplied, and/or provided in compliance with the applicable labor laws and non-poverty wage standards of the country or countries of origin, **and,**

2. The Bidder/Contractor, and its Subcontractors, shall abide by **all** other provisions of the District's Sweat-Free Procurement Policy, **and,**

3. Should the District find that the Bidder/Contractor, or any of its Subcontractors, is in violation of the aforementioned laws/provisions, the Contractor shall be subject to the consequences for violation, which may include, but not limited to, agreed upon liquidated damages, contract termination, vendor default, and/or debarment action being taken, **and,**

4. If the Bidder/Contractor is unable to certify to any of the statements in this certification, the Bidder agrees to attach an explanation to its bid.

I hereby certify, under the penalty of perjury, that the above information is true and correct, **and:**

That I have read and understand the District's *Sweat Free Procurement Policy,* which is incorporated and made part of this certification, **and,**

That should an award be made, all goods and/or services provided by the Contractor and its Subcontractors shall be in compliance with the District's Sweat Free Procurement Policy.

Name of Firm:
_____

_____ _____
Signature Printed name

_____ Date_____
Title

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION IV

CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

Effective November 26, 2003, the Department of Education implemented 34 CRF Part 85 that applies to any procurement or subcontract expected to be worth $25,000 or more funded or authorized under Department of Education programs. To be eligible for an award under this bid, the Bidder must certify compliance by signing below.

The following certification is applicable only to contracts for $25,000 or more that are funded in whole or in part with Federal funds.

By signing this document, the Bidder certifies that it and its principals:

a. Are they not presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded by any Federal department or agency;

b. Have not**,** within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently not indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. (above) of this certification; and

d. Have not within a three-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the Bidder is unable to certify any of the statements in this certification, the Bidder shall attach an explanation to the Bid.

Name of Firm:_____

By: _____
(Signature)

By: _____
(Print Name)

Title:_____

Date:_____

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION IV

BIDDER FACILITY/PLANT LOCATIONS

(when applicable)

The following questionnaire is a part of the complete bid and must be submitted as such. The information provided therein shall be used solely for evaluating the qualifications of the Bidder to satisfactorily perform the contractual terms and conditions set forth. This questionnaire must be filled out accurately, completely and submitted with the bid. Any error, omissions or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

Bidder's Facility – Attach listing if more than one (1) location.

Name: _____

Address: _____

Telephone: _____

Web Site: _____

Submitting Manufacturing Plant Locations

In accordance with the District's Sweat-Free Procurement Policy, Bidders must disclose the manufacturing plant locations for the items they bid. It is required whether or not the Bidder is a manufacturer. Provide (include with bid) the following information for each item bid and attach additional sheets if needed:

Line-Item No.(s): _____
Manufacturer: _____
Address: _____
City, State, Country: _____
Phone number: _____

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
SECTION IV

LITIGATION DISCLOSURE

On a separate sheet, 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 Bidder by any municipal, county, state, federal, or local agency; termination for default under a contract awarded by a public entity to the Bidder; conviction of the Bidder 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 Bidder 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 Bidder; any felony convictions within the past ten (10) years by any person who is an owner, director, officer, or managing employee of the Bidder. 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 Bid shall be disclosed in a written statement to the Contract Officer within thirty (30) days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Address any negative press received by the firm and breach in confidential data and how it was handled.

☐ Litigation Disclosure attached

☐ No Litigation

I hereby certify, under the penalty of perjury, that the above information is true and correct.

Name _____ Title_____

Signature_____ Date_____

Telephone_____ Email_____

LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Division – Facilities Contracts
333 S. Beaudry Ave, 28th Floor
Los Angeles, CA 90017

BID/NO-BID RESPONSE FORM

All bidders and no-bid firms are requested to provide the information cited below and return this form, in time for the bid opening, via email to jina.jung@lausd.net and pscontracts@lausd.net

This form is used for informational and statistical purposes only and will have no effect on bids or future invitations to bidders.

The LOS ANGELES UNIFIED SCHOOL DISTRICT is committed to programs and policies that shall result in the procurement of supplies, equipment and services that meet the quality standards required by our schools and support facilities at the lowest possible prices.

An important aspect of achieving this goal is to promote competitive bidding among the largest number of qualified bidders. In instances where firms decline to bid, feedback from the bidder is encouraged. Reasons for not bidding are evaluated with the intention of improving future solicitations for this commodity or service, thereby encouraging and expanding the field of competition.

☐ **Yes, we are planning on bidding.**

☐ **No, we are not bidding on this IFB.**

REASONS FOR NOT BIDDING AT THIS TIME: (Attach additional page if necessary)

BIDDER'S (FIRM) INFORMATION:

FIRM NAME: _____

ADDRESS: _____

SIGNATURE: _____

NAME and TITLE: _____

DATE: _____ **PHONE:** _____

EMAIL: _____