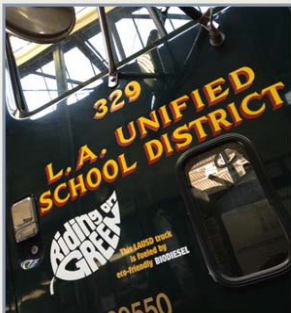




Los Angeles Unified School District

REQUEST FOR PROPOSAL (RFP)
NO.: 2000000924



ERATE YEAR 2016
BASIC INFORMATION TECHNOLOGY (IT)
LOCAL AREA NETWORK (LAN)
MAINTENANCE
ISSUED: November 17, 2015

Los Angeles Unified School District

Business Services Division

RAMON C. CORTINES
Superintendent of Schools

MICHELLE KING
Chief Deputy Superintendent



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

GEORGE SILVA
Chief Procurement Officer

REQUEST FOR PROPOSAL LETTER

Date: November 17, 2015

Attention: Proposers

Subject: **REQUEST FOR PROPOSAL (RFP) NO. 2000000924 – E-RATE BASIC INFORMATION TECHNOLOGY (IT) LOCAL AREA NETWORK (LAN) MAINTENANCE**

The Los Angeles Unified School District (District or LAUSD) seeks proposals from qualified firms to provide Information Technology (IT) Local Area Network (LAN) support services to all sites throughout the District. The District is seeking the most cost effective LAN Maintenance solutions as described in the Statement of Work and/or specifications.

You are invited to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of a contract resulting from this procurement on a **fixed unit rate** basis.

Proposed solutions should maximize the quality of service, lower overall pricing, provide best value, streamline and simplify management and support. The term of the Contract will expire on June 30, 2018 with two one-year renewal options, and will commence upon full execution by the District. The Period of Performance will comply with the requirements of the Schools and Library (SLD) E-Rate requirements, commencing upon Notice to Proceed (NTP) issuance, which may be contingent upon Schools and Libraries Division (SLD) funding, per the “Ground Rules and Assumptions” of this RFP letter, and in the Terms and Conditions, “Term of Contract”.

PROPOSAL PACKAGE(S)

1. Sites listed in Attachment 1 in no way guarantees each site will be awarded annually to the Contractor for LAN Maintenance. The number of sites awarded each year will vary depending upon anticipated funding levels by the E-rate program, and the District’s annual budget. The District makes no representation or guarantee of incidents per site, regardless of any estimate of usage or past tickets provided or attached. The District makes no guarantee of volume of work and reserves the right to assign or not to assign any work to any contractor.
2. INVENTORY LISTS. Attachment 2, Network Inventory by Location is current as of the release date of RFP 2000000924. The District reserves the right to add, change, or remove any equipment in any quantities prior to the start of work, or July 1, 2016. The District does not in any way guarantee the equipment will be at the site when work commences.

RFP NO.: 2000000924 1
ISSUED DATE: November 17, 2015
TITLE: E-RATE 2016 BASIC INFORMATION TECHNOLOGY (IT) LAN MAINTENANCE

FORM REVISED
11/20/08

The District reserves the right to award to one or more proposers. Proposed solutions should maximize the quality of service, lower overall pricing, provide best value, and streamline and simplify management and support. The term of the Contract will commence upon full execution by the District and terminate on June 30, 2018 plus two (2) one-year renewal options. Funding is contingent on fiscal year availability.

PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS

Complete proposals must be delivered to the District's Office, in a sealed envelope, by mail or hand delivered to the address below by **11:00 a.m. on December 17, 2015**. Proposals received later than the above date and time may be rejected and returned to the proposer unopened. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the proposal package by the receiving District employee on the 28th floor.

Interested proposers are directed to submit:

One (1) original hard copy of the Volume I – Technical Proposal

One (1) original hard copy of the Volume II – Certification Forms

One (1) original hard copy of the Volume III – Price Proposal

Twelve (12) Flash Drives containing Volume I, II, and III; Provide Volumes I, II, and III in separate folders within each Flash Drive

Both the hard copy original and the Flash Drive copies must show all required signatures

All Flash Drives must be labeled with the proposer's name and the RFP number, and each submitted in a case or envelope

- Submit your proposal to:

Los Angeles Unified School District

Procurement Services Division

RFP No. 2000000924 – E-Rate 2016 BASIC INFORMATION TECHNOLOGY (IT) LAN
MAINTENANCE

333 S. Beaudry Avenue, 28th Floor, Cube #28-155-3

Los Angeles, CA 90017

Attention: Lilia Muñoz, Contract Administration Analyst

213-241-3737

PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference will be held on Tuesday, December 1, 2015 at 10:00 a.m. in the LAUSD Headquarters Building located at 333 S. Beaudry Avenue, Los Angeles, California 90017, on the 19th Floor, Conference Room 19-123. All proposers are urged to attend.

GROUND RULES AND ASSUMPTIONS

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

1. **CONTRACT TYPE** – The contract type will be fixed unit rate basis. The “Pricing Plans” shall be firm for the entire contract period inclusive of option years, unless lower rates are offered. In this case, the District shall be given the benefit of the new, lower rates and/or improved plans.
2. **CONTRACT TERM AND PERIOD OF PERFORMANCE** - The Contract Term and Period of Performance will comply with the requirements of the Schools and Library (SLD) E- Rate, commencing upon Notice to Proceed (NTP) issuance, which may be contingent upon Schools and Libraries Division (SLD) funding approval. The term of the Contract will commence upon full execution by the District and terminate on June 30, 2018 plus two (2) one-year renewal options.
3. **NO OBLIGATION TO ENTER INTO CONTRACT** – The District reserves the right to reject a firm as non-responsive, regardless of the stage of the procurement process, if there is a failure to successfully negotiate price or fees, terms and conditions, or a failure of the firm to satisfy any of the final requirements necessary to do business with the District.
4. **MODIFICATIONS AND ALTERNATIVE PROPOSALS** - The proposer shall submit its basic proposal in strict conformity with the requirements of this RFP document. Proposers are cautioned to limit exceptions, conditions, limitations, or new provisions in their proposal as such restrictions or new provisions may be determined sufficiently significant to cause the proposal’s rejection. Any and all alternative submissions must follow the same rules and guidelines as defined by the SLD.
5. **ALTERNATE PROPOSALS** - The Proposer shall submit its basic proposal in strict conformity with the requirements of the RFP document. Proposers submitting conforming proposals may submit alternate proposals to the RFP as complete and “separate” offers, if the alternative proposals offer technical improvements or modifications that are to the overall benefit of the District. Alternate price proposals must be submitted separate from the conforming price proposals. The District, at its sole discretion, may include selected elements recommended from the alternate proposal to become part of the final Contract. In addition, Contractor shall segregate services and costs based on E-rate eligibility. Any accepted recommendations not funded by E- rate will be funded by other District sources.

Alternate proposals will not be part of the evaluation process. Evaluations will be based on all E-rate eligible, and non-eligible, in scope items. However, the Cost/Price Proposal evaluation will be based on a scoring component for E-rate eligible and E-rate ineligible services. The District reserves the right to negotiate any elements of the alternate proposal, as long as the conforming proposal is the highest scored.
6. **PRE-AWARD AUDIT** - All proposers doing business with the District are subject to pre-award audits. The District’s Procurement Services Division will request that the Office of the Inspector General (OIG) perform pre-award audits on ALL contracts valued at over \$5 million. The Procurement Services Division may request pre-award audits for all contracts valued at \$5 million or less.

7. EXPENSES - Travel, if applicable, shall be itemized to include the number of trips, the number of people traveling, the estimated cost of the transportation, and the per diem cost of each traveler. Travel costs shall be limited to costs consistent with the District's Travel Policy which is summarized in Attachment A to the Price Proposal Sheet.
8. COSTS OF PROPOSING - Any and all costs arising from this RFP process incurred by the proposer shall be borne by the proposer, without reimbursement by the District.
9. COMMUNICATIONS WITH THE DISTRICT - All communications with the District regarding this procurement shall be governed by the District's Contractor Code of Conduct as referenced herein as *Attachment C*
10. CONE OF SILENCE – As described in the Contractor Code of Conduct, this procurement is under a "Cone of Silence." Except for questions submitted prior to the proposal due date and inquiries made to the District's Ethics Office, all communications regarding this RFP between potential Proposers and the staff of the District and consultants engaged by the District shall be addressed only to the Contract Analyst identified in the Request for Proposal Letter. At no time PRIOR to the District's Public Posting of Board Report shall Proposer(s) contact District officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto. To do so may subject the Proposer to disqualification.
11. SBE COMPLIANCE - Proposers should use their best efforts to comply with the District's Small Business Enterprises (SBE) Utilization Program's 25% goal. Proposers are required to submit the SBE Utilization Report that is in Attachment D. See Attachment D to this RFP for additional information regarding the District's SBE Utilization Program.
12. All Proposers shall be familiar with Federal E-Rate rules and regulations regarding Eligible Services and billing methods, and agrees to comply with the E-Rate program requirements for this RFP and any contract that may result from this RFP (<http://www.usac.org/sl/>). Proposers shall also be familiar with any potential or proposed rules changes in the September 11, 2015 Draft Eligible services List for Schools and Libraries Universal Service Support Mechanism.
13. If Proposer's failure to complete its obligations under the Contract by "the Deadline" causes a reduction in the amount of E-rate funds payable by the SLD to Proposer, Proposer nonetheless remains liable to complete all obligations under the Contract at no additional cost to the District. The District will not be liable for payment not made by the SLD due to the Proposer's failure to comply with the SLD rules and guidelines. Proposer will also be liable to the District for any applicable remedies as dictated and set forth in the state mandated tariffs for delays, on the part of the contractor, or failure to perform the work, as set forth in the scope of work, for its failure to complete all of its Contract obligations by "the Deadline" (as defined in Section 1 of the sample Terms and Conditions attached hereto). The District has no responsibility to Contractor for any reduction in E-rate funds payable by the SLD due to the contractor's failure to complete its obligations under the Contract by the Deadline.
14. No pioneering, unproven or experimental technologies are acceptable. If the proposed solution is not industry standard, the Contractor shall explain what changes the District should expect to

the platform in the future and the means by which the Contractor will implement upgrades and changes. The Contractor shall describe each component of the proposed solution.

15. All technical specifications for Mobile Communication and Wireless Broadband are also required for converged devices, e.g. PDAs and Smartphones.
16. The District intends to extend an option for the same or similar equipment and service plans to its employees for personal use services. The proposal shall include this plan as a separate component, with details including the benefits, pricing, plans, etc. made available to the employees as a result of this contract.
17. Proposers are reminded that the District reserves the right to award a contract without discussion or negotiations, per IP-14, District Rights, of the Instructions to Proposers section of the RFP.
18. Proposer will comply with the requirements of the USA Patriot Act, Health Insurance Portability and Accountability Act, National Strategy to Secure Cyberspace Report, CIPA-Children’s Internet Protection Act requirements of the Department of Education and other federal, state, and local regulations and ordinances that are in effect or may come into effect during the course of the contract.

KEY EVENTS SCHEDULE

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

Milestone	Date
RFP Release	November 17, 2015
Pre-Proposal Conference	December 1, 2015
Deadline for Final Written Questions	December 2, 2015
Proposal Due Date	December 17, 2015
Board of Education Approval Date	March 8, 2016 est.
Contract Start Date	March 2016

PROPOSER QUESTIONS

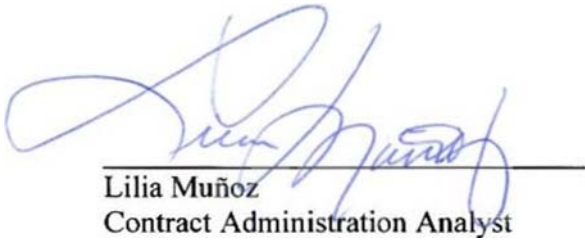
Final questions regarding this Procurement must be received by the close of business on **Wednesday, December 2, 2015**. Questions shall be in writing and submitted online through the District’s Vendor Website at: http://psd.lausd.net/procurement_solicitations_achieve.asp.

If the proposer submits more than five (5) questions, the proposer shall submit the questions in a word format document as an attachment and e-mailed to the attention of the Lilia Muñoz at lilia.munoz@lausd.net.

All communications shall be directed to the Contract Analyst listed below. Verbal inquires will not be accepted.

Lilia Muñoz
Los Angeles Unified School District
Procurement Services Division
333 S. Beaudry Avenue, 28th Floor, 28-155-3
Los Angeles, CA 90017
RFP No. 2000000924 E-rate Year 2016 Basic Information Technology (IT) LAN Maintenance
Phone: (213) 241-3737
Fax: (213) 241-8945
E-mail:lilia.munoz@lausd.net

Los Angeles Unified School District



Lilia Muñoz
Contract Administration Analyst

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 200000924

E-RATE 2016 BASIC INFORMATION TECHNOLOGY (IT) LAN MAINTENANCE

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The following attachments referenced in this RFP are available as a separate downloadable file

- Attachment 1 – List of District Sites
- Attachment 2 – Network Inventory by Location
- Attachment 3 – Policy Bulletin 1553 Security Standards for Networked Computer Systems Housing Confidential Information
- Attachment 4 – Reference Guide 3757 Description of Security Standards for Networked Computer Systems Housing Confidential Information
- Attachment 5 – Rate Schedule
- Attachment 6 – LAN Modernization Schedule
- Attachment 7 – Network Tickets by Location (November 1, 2014 – October 26, 2015)

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 200000924

E-RATE 2016 BASIC INFORMATION TECHNOLOGY (IT) LAN MAINTENANCE
SECTION I

EVALUATION CRITERIA

EVALUATION AND SELECTION

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

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

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

CRITERIA FOR CONTRACT AWARD

Subject to the provisions herein, contract award will be made to the responsive and responsible proposer that receives the highest total score, with the appropriate consideration given to the evaluation factors stated herein. Furthermore, the District reserves the right to reject a firm if there is a failure to negotiate the price, terms and conditions. The District reserves the right to make an award to other than the low-cost proposer.

STEP I EVALUATION – MINIMUM QUALIFICATIONS: The District will perform an initial responsiveness review to determine compliance to the RFP administrative requirements and the minimum qualification requirements as defined herein. Proposers shall meet all minimum qualification requirements at the time of proposal submission. The District reserves the right to deem a Proposer as “non-responsive” based on failure to provide sufficient proof and/or documentation. Proposers that are deficient in meeting the minimum qualifications at the time of proposal submittal will be deemed non-responsive to this RFP and no further consideration will be granted.

Minimum Qualification Pass/Fail

1. Proposer shall have continuously been in the business of providing LAN Maintenance for at least three (3) years, for institutions of similar scope and complexity as that of Los Angeles Unified School District.
2. Proposer shall possess a valid Service Provider Identification Number (SPIN) through

the Schools and Libraries Division of the Federal Communications Commission (FCC). SPIN must be valid for the full term of the contract.

3. Proposer shall have a minimum of three (3) years of previous involvement in E-rate procedures, forms, and processes, during the last five (5) years, as the prime contractor.
4. No “Red Lighting” shall have been brought against the proposer by the SLD/FCC for the 12 months preceding proposal submission.
5. Proposer shall certify compliance to FCC rules for Lowest Corresponding Price Rule (“LCP Rule”), 47 CFR § 54.511.
6. The Proposer must not have been disqualified, debarred, forbidden, or found non-responsible, or otherwise prohibited, from performing work for and/or bidding on work for any school district or other public agency within the United States.
7. Work performed by Proposer under its current license or under other licenses through other entities, including a joint venture (Proposer in any of its forms”), must not have defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership within the past three (3) years.
8. Contractor's staff members that will be assigned to support this contract shall have required certifications as detailed in the Staffing Section of this document. They must also have been working on other assignments comparable to the District's construct and volume of sites/equipment. Resumes must be provided.

STEP II EVALUATION – TECHNICAL and SERVICE EVALUATION: Proposals that meet the Step I Minimum Qualification Requirements will be evaluated based on the Step II evaluation criteria herein. At the District’s discretion, clarification interviews may be done as part Phase II activities. A “competitive range” (short list) will be established. The established short list will be selected for negotiation and possible contract award.

No	Description	Maximum Points
A.	<p><u>Comprehensive Project Approach</u> The Proposer must provide a plan to detail its comprehensive approach implementing the statement of work (SOW). The plan must show an overall comprehension and understanding of the services as listed in the statement of work. The plan must be feasible based on the District’s timelines and indicates clearly defines all principles, disciplines and activities needed. At a minimum, this plan must include but are not limited to:</p> <ul style="list-style-type: none"> a. Executive Summary b. Time & Resource Plan c. Incident & Problem Management Plan d. Change Management Plan e. Inventory Management Plan 	20 Points
B.	<p><u>Service Level Agreement</u> The Service Level Agreement must delineate the Proposer’s comprehensive approach to Service Level Agreements and the process which includes enforcing, measuring, reporting, reviewing and taking corrective action.</p>	10 Points
C.	<p><u>Overall Experience, Past Performance and Qualifications of the Proposer</u> The Proposer will be evaluated based on the following factors:</p> <ul style="list-style-type: none"> 1. Past experience in providing similar maintenance services for a large organization, school district and/or other public agencies. 2. Current and past performance in providing similar maintenance services including the ability to provide services in remote locations, customer satisfaction, and history of meeting contractual deadlines and budgets. 3. Overall capacity of the Proposer to service the District’s geographic region. 4. Proposer’s history and past involvement with the E-rate program including compliance to E-rate deadlines, policies and procedures. 5. Project references where proposer has provided similar maintenance services for a large organization, school district and/or other public agencies. 6. Relevant certifications, special skills and proficiencies 	12.5 Points
D.	<p><u>Overall Experience, Past Performance and Qualifications of the Resources</u> The proposed resources will be evaluated based on the following factors:</p> <ul style="list-style-type: none"> 1. Past experience in providing similar maintenance services for a large organization, school district and/or other public agencies. 2. Current and past performance in providing similar maintenance services. 3. Relevant certifications, special skills and proficiencies 	12.5 Points

E.	<p>Linked Learning will account for 5% of the total evaluation criteria The WBLP will be evaluated for the extent to which it meets the Attachment F- WBLP Commitment.</p> <p>“Work-based learning partnerships are opportunities for District secondary school students to receive practical education relating to real-life work experience. They are part of the District’s Linked Learning initiative, which recognizes the benefits to students, vendors and our communities by helping students graduate better prepared for post-secondary training and careers. The District is asking all vendors to consider how they might best expose District students to the careers represented by the vendors’ businesses. Vendors can find more information regarding the District’s Linked Learning initiative here: http://linkedlearning-laUSD-ca.schoolloop.com.”</p>	5 Points
F.	<p>SBE Compliance will account for 5% of the total evaluation criteria SBE participation will be evaluated for the extent to which SBE Utilization Report (Attachment D) is completed. Submit all applicable SBE certification documentation.</p>	5 Points
<p>The purpose of the cost/price evaluation is to “normalize” the cost/price submittals. This is accomplished by calculating the score for each proposal by using the formula below. The price/cost proposal shall be evaluated on the total price/cost proposed.</p>		
No.	Description	Maximum Points
G.	<p>Cost of E-rate Eligible Equipment / Services</p> <p>The purpose of the cost/price evaluation is to “normalize” the cost/price submittals.</p> $\frac{\text{Lowest Proposer's Eligible Cost/Price}}{\text{Proposer's Eligible Cost/Price}} \times \text{27 points maximum} = \text{Proposer's Score}$	27 Points
H.	<p>Cost of E-rate Ineligible Equipment / Services</p> <p>The purpose of the cost/price evaluation is to “normalize” the cost/price submittals.</p> $\frac{\text{Lowest Proposer's Ineligible Cost/Price}}{\text{Proposer's Ineligible Cost/Price}} \times \text{8 points maximum} = \text{Proposer's Score}$	8 Points
Total		100 Points

END OF EVALUATION CRITERIA

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 200000924

E-RATE 2016 BASIC INFORMATION TECHNOLOGY (IT) LAN MAINTENANCE

SECTION I (Continued)

PROPOSAL SUBMITTAL REQUIREMENTS

CONTENTS OF PROPOSAL

GENERAL FORMAT OF PROPOSAL AND SUBMITTAL INSTRUCTIONS

Hard copy proposal shall be submitted single-sided, and in a three ring binder on 8 ½" x 11 paper. Typing shall be single-spaced and with a minimum font size of ten. Use of 11" x 17" foldout sheets should be limited. Elaborate format is not necessary. Do not provide promotional or advertising information.

Proposer shall submit:

- One (1) original hard copy of the Volume I – Technical Proposal
- One (1) original hard copy of the Volume II – Certification Forms
- One (1) original hard copy of the Volume III – Price Proposal
- Twelve (12) Flash Drives containing Volume I, II, and III; Provide Volumes I, II, and III in separate folders within each Flash Drive
- Both the hard copy original and the Flash Drive copies must show all required signatures
- All Flash Drives must be labeled with the proposer's name and the RFP number, and each submitted in a case or envelope

2.0 PROPOSAL

CONTENT VOLUME I

PROPOSAL CONTENT

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

VOLUME I

A. COVER LETTER

The cover letter shall not exceed (5) single pages and shall be signed by an authorized representative of the proposing firm. The summary shall cover the following:

1. Briefly summarize your understanding of the requested services.

2. Discuss the firm's specific role and present the firm's relevant qualifications for performing that role. Identify the names, address, affiliation, e-mail, and telephone number and fax number of the key contact person(s) for both prime and sub-contractor including:
 - i. Date the firm was established;
 - ii. Number of years in business, including operation under other firm names;
 - iii. Number of years in business in the State of California.
 - iv. Number of years Proposer has provided the proposed service.
 - v. The primary nature of the firm's business.
 - vi. List other or former names the Proposer is currently operating under or has operated under. If no former names apply, provide a statement to that effect.
 - vii. Size of the firm.
 - viii. Total number of full-time and part-time employees

3. Proposer shall acknowledge acceptance of all terms and conditions of the District's Contract and insurance requirements unless otherwise noted. Exceptions cannot be taken to and will not be considered to the District Terms and Conditions Clause 20 – Indemnity, Clause 21 - Audit and Inspection of Records, Clause 24 - Liquidated Damages for failure to Deliver or Perform Services, Clause 38 - Debarment and Suspension Certification, and Clause 53 - Limitation of Liability, in addition to the RFP's Instructions to Proposers (IPs), Contractor Code of Conduct, SBE, II-B1 and II-B2 certifications.

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

Proposer shall address any exceptions and/or problem(s) that they envision to be associated with achieving the SOW and cite specific suggestions for avoiding or mitigating these problems.

Any exceptions and/or problems to the District's SOW shall be provided in **Contractor Response (Exceptions to the Statement of Work)**, shall be included as part of the Proposal.

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

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

4. Proposer shall (1) indicate in the cover letter, SPECIFIC compliance to the requirements as listed in the minimum qualification requirements section; and (2) indicate which requirement(s), if any, Proposer may not comply with. In addition, proposer shall specify how compliance was achieved and submit documentation to validate that experience. Please reference page and section number of your proposal to validate compliance.
5. If this is a multi-firm team, describe the organizational arrangement of the team members and detail the roles and responsibilities of each team member. If the proposal is being

submitted as a Joint Venture, a copy of the Joint Venture Agreement (JVA) shall be submitted with the proposal.

6. Proposer shall submit a copy of the firm's Certificate of Insurance with proposal submittals or a letter issued by the Proposer's insurance agent or broker may be used to demonstrate satisfactory intent to provide coverage. However, properly executed Certificates of Insurance indicating the required coverage's are in full force shall be provided prior to execution of contract. The Proposer shall maintain limits of insurance as described in the Contract for the duration of the Contact period.
7. Disclosure of Litigation: Each Proposer (and each subcontractor/joint venture included in the Proposer's Proposal) shall include a complete disclosure of any civil litigation, arbitration, or proceeding to which it is a party and which is pending or was concluded within one year from the date of this RFP. THIS REQUIREMENT IS A CONTINUING DISCLOSURE REQUIREMENT. Any such litigation, arbitration, or other proceedings commencing after submission of a Proposal shall be disclosed in a written statement to the Contract Administration Analyst within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
8. Proposer shall provide its current and valid Service Provider Identification Number (SPIN) or indicate that that they are in the process of acquiring a valid SPIN in the cover letter. The Proposer must have its SPIN on Day one of the RFP negotiations or otherwise be deemed non-responsive.
9. Proposer shall indicate its status with the FCC as it relates to "Red Lighting" for disallowed invoices.

B. COMPREHENSIVE PROJECT APPROACH

Proposer's Plan shall delineate a comprehensive detailed approach the proposer shall utilize in implementing the Statement of Work. The Work Plan shall address the following elements:

1. Describe the overall comprehensive approach Proposer shall utilize in implementing the Statement of Work. The approach shall specify what is being proposed and how the work will be accomplished (*Executive Summary*)
2. Identify roles and responsibilities, the methods of tracking activities, budgets, and schedules, and performance metrics (e.g., timeliness of scheduled installations). Describe the plan to comply with any requested work outside of normal business hours (*Time and Resource Plan*).
3. Identify diagnostic tool, applications and areas of risks by category, probability, impact, and proposer strategy to mitigate and quality control program and processes to be implemented. Describe the plan of how incidents will be logged and maintained (*Incident & Problem Management Plan*).
4. Describe the proposed *Change Management Plan*.
5. Describe the plan to ensure that LAUSD inventory will be maintained. Describe how spare parts will be maintained and at what warehouse, including recycling, shipping, and any

applicable Return Material Authorization (RMA) procedures (*Inventory Management Plan*).
The contractor must be able to carry parts from all manufacturers used by the District.

6. Describe the approach to be used to create a Transition Plan, if applicable, which details migration from the District's current service provider. It shall include moving any District stock to the new provider's warehouse, etc.
7. Proposer shall address any problem(s) that they envision to be associated with achieving the SOW and cite specific suggestions for avoiding or mitigating these problems.

C. SERVICE LEVEL AGREEMENT

1. Describe service level agreement including performance metrics such as:
 - a. Availability and uptime -- the percentage of the time services will be available
 - b. Specific performance benchmarks to which actual performance will be periodically compared
 - c. Response time
 - d. The schedule for notification in advance of changes that may affect users
 - e. Statistics that will be provided.
 - f. Equipment failure rates.

NOTE: No equipment used to replace a failed part may be a version, model or type that is at "end of life" or "manufacturer discontinued".
2. Any incident that requires software to be loaded must be the current version. Any deviations must be approved by the District Project Manager for this contract. The name will be provided upon contract award.
3. Describe how the proposer will ensure that Service Level Agreements will be met. The plan must address downtime and documentation for how the service provider will compensate the District in the event that SLAs aren't met or contract breach.

D. EXPERIENCE, QUALIFICATIONS AND PAST PERFORMANCE OF FIRM

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

1. Discuss your firm's qualifications and experience in providing the requested services as delineated in the Statement of Work (SOW).

Discuss the firm's (and any proposed subcontractor's) organizational profile, including:

- i. Date the firm was established;
- ii. Number of years in business, including operation under other firm names;
- iii. Number of years in business in the State of California.
- iv. Number of years Proposer has provided the proposed service.
- v. The primary nature of the firm's business.
- vi. List other or former names the Proposer is currently operating under or has operated under. If no former names apply, provide a statement to that effect.
- vii. Size of the firm.
- viii. Total number of full-time and part-time employees

2. Provide a brief history of the company, including date firm was established, financial status, and the present organizational structure of the firm describing the management organization. Include the size of the firm, the number of employees, and the number of years the firm has provided the requested services as well as its years of experience under the E-rate program.
3. Provide a list of clients that the Proposer has provided the type of services as requested in the Statement of Work in the past three (3) years. Provide at least three (3) but no more than five (5) clients that the firm has provided services similar to that required in the Statement of Work for the last three (3) years. The reference information shall include at a minimum the following information: name and address of firm, contact person, title/position, phone number, e-mail address, and services provided, contract number, name of project, and period of performance. References shall be verified by the District.

E. EXPERIENCE, QUALIFICATIONS AND PAST PERFORMANCE OF PERSONNEL

1. Provide resume of proposed personnel indicating their education, technical skills and work experience. Provide copies of their certifications, special recognitions, and proficiencies.
2. Provide copies of their certifications, special recognitions, and proficiencies.
3. Discuss the specific role and responsibility of each key team member in providing the requested services to include both prime and sub-contractor (s). As key personnel are often considered in the evaluation of a proposal, Contractor must identify its key personnel. If key personnel cannot be named at the time of proposal submittal, the Contractor must specify the reason and present a plan to include key personnel.

F. COMPLIANCE WITH STATEMENT OF WORK

Proposer's Work Plan shall delineate a comprehensive detailed approach the proposer shall utilize in implementing the Statement of Work. The Work Plan shall address the following elements:

1. Describe the overall comprehensive approach Proposer shall utilize in implementing the Statement of Work. The approach shall specify what is being proposed and how the work will be accomplished. The Proposer shall include a proposed Management Plan that serves as the baseline for identifying roles and responsibilities, the method of tracking program activities, budgets, and schedules, performance metrics (e.g., timeliness of scheduled installations), and the risk management (identify the risk by category, probability, impact, and proposer strategy to mitigate) and quality control program and processes to be implemented.
2. Describe the plan to comply with any requested work outside of normal business hours.
3. Describe the plan of how incidents will be logged and maintained.
4. Describe the plan that will be used to ensure that Service Level Agreements will be met.
5. Describe the proposed Change Management Plan.

6. Describe the plan to ensure that LAUSD inventory will be maintained. Describe how spare parts will be maintained and at what warehouse, including recycling, shipping, and any applicable Return Material Authorization (RMA) procedures.
7. Describe the approach to be used to create a Transition Plan, if applicable, which details migration from the District's current service provider.

The approach shall consider:

- a. Operational impact analysis.
 - b. Estimated timeframes of transition and transition start date.
 - c. Well-defined integration points that define the services delivered.
 - d. High Level Project Plan
 - e. Operations processes, procedures and standards.
 - f. Field dispatch processes and procedures.
8. Security Plan. Describe how your company will comply with all federal, state, and local laws, rules and regulations regarding access to personally identifiable information concerning District employees. This includes, but is not limited to agents over whom Proposer has control, systems to which Proposer has access, as well as any other District employee data provided or made available to Proposer in connection with this Agreement. Regulations include without limitation, all applicable provisions of the Health Insurance Portability and Accountability Act, the Family Educational Rights and Privacy Act and the Children's Internet Protection Act, as well as District security procedures related to the foregoing and provided to Contractor in writing. This includes (without limitation) those set forth in Attachment 3 - LAUSD Policy Bulletin 1553 and Attachment 4 - Reference Guide 3757, "Security Standards for Networked Computer Systems Housing Confidential Information."

G. ITEM 21 NARRATIVE

The Proposer shall include in their proposal a general, narrative description of services proposed under this project. This must follow the guidelines set forth by the Schools & Libraries Division (SLD) of the Federal Communications Commission (FCC). This description will be used in the submittal of the Funding Requests – Key Information section of the SLD FCC Form 471.

VOLUME III – PRICE PROPOSAL

The proposer shall submit a Price Proposal to perform all services as specified in the Statement of Work. The Proposer shall complete the pricing sheets in its entirety. Incomplete price proposals may deem the proposal non-responsive.

1. The price proposal submittal must include the unit prices for the equipment being repaired, reconfigured, or replaced.
2. Price proposal submittals must utilize the rate schedule formats shown in Attachment 5. Eligible and ineligible costs must be identified, per the rate schedules.
3. Price Proposals shall include form PSG-1.

END OF PROPOSAL SUBMITTAL REQUIREMENTS

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 200000924

E-RATE 2016 BASIC INFORMATION TECHNOLOGY (IT) LAN MAINTENANCE
SECTION I (Continued)

PROJECT OVERVIEW

The Los Angeles Unified School District (LAUSD or the District) educates over 907,000 students (Early Education through Adult) each year in a 710 square-mile area of Los Angeles County. LAUSD is made up of six (6) individual districts and operates approximately 1,270 schools and educational centers. It employs over 59,000 certificated, classified, and unclassified staff members to carry out the public education mission in Los Angeles.

Additional information concerning LAUSD can be obtained by accessing its website, which can be found at www.lausd.net.

A. Summary

The Los Angeles Unified School District seeks to issue a contract(s) for Basic Maintenance of Local Area Networks (LAN) in District locations. The District intends to award a one contract to one Contractor with two modules; one module for E-rate eligible LAN Maintenance services, one module for ineligible LAN Maintenance services. District does reserve the right to award to one or more providers if it is deemed in the best interest of the District. Proposer is reminded to differentiate costs between eligible and ineligible services in their submittals.

The Schools and Libraries Division (SLD) states Basic Maintenance of Eligible Broadband Internal Connections (BMIC) consists of services and technical support appropriate to maintain reliable operation when provided for eligible broadband internal connections. It includes: repair and upkeep of eligible hardware, wire and cable maintenance, configuration changes, basic technical support including online and telephone based technical support, and software upgrades and patches including bug fixes and security patches.

Category Two of the Eligible Service List states “The second category of equipment and services for E-rate support, Category Two, includes the internal connections needed for broadband into, and provide it throughout, schools and libraries. These are broadband connections used for educational purposes within, between, or among instructional buildings that comprise a school campus or library branch, and basic maintenance of these connections”. Based on these guidelines, the District requires a network maintenance program that will provide basic maintenance services, incident and asset management that involves the assessment, repair or replacement of malfunctioning or defective, switches, wireless devices, routers and UPS devices at the District sites listed in Attachment “1”, subject to change. This service also includes the repair of damaged fiber and copper cabling supporting the LAN infrastructure. The Contractor shall be prepared to provide fault/error detection, reporting, analysis, correction of issues, and asset management of District owned or leased equipment. The contract will allow for equipment audits at regular intervals with the District, and include modifications to cover any device changes as required.

B. References

1. Attachment 1 – List of District Sites
2. Attachment 2 – Network Inventory by Location
3. Attachment 3 – Policy Bulletin 1553 Security Standards for Networked Computer Systems Housing Confidential Information
4. Attachment 4 – Reference Guide 3757 Description of Security Standards for Networked Computer Systems Housing Confidential Information
5. Attachment 5 – Rate Schedule
6. Attachment 6 – LAN Modernization Schedule
7. Attachment 7 – Network Tickets by Location (November 1, 2014 – October 26, 2015)

C. Volume Estimates

Provided below are the estimates for minimum number of annual incidents/tickets subject to the limitations in the RFP Ground rules and Assumptions above:

- LAN Maintenance: Annual minimum = 1000

NOTE: There is NO guarantee of either volume of work or any work

The District in its sole discretion, reserves the right to add or remove sites from this contract as needed by LAUSD.

D. In the event that the District utilizes new products and/or new manufacturers, the Contractor shall incorporate such products and/or manufacturers into their existing maintenance plan.

END OF PROJECT OVERVIEW

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 200000924

E-RATE 2016 BASIC INFORMATION TECHNOLOGY (IT) LAN MAINTENANCE SECTION I (Continued)

STATEMENT OF WORK

LOCAL AREA NETWORK (LAN) MAINTENANCE

1.0 SCOPE

This Statement of Work (SOW) defines the effort required to provide LAN Maintenance for schools and offices on an “as-requested” and/or “as-scheduled” (delivery as directed) basis. School networks have various makes and manufacturers of LAN equipment consisting of routers, switches, and wireless access points (“WAP”), uninterruptible power supplies (“UPS”), and cabling infrastructure. The contractor must be able to provide any/all manufacturers' equipment used by the District. As products change the new makes and/or models must be provided by the contractor.

Services include LAN basic maintenance and technical support (that are set forth in the guidelines defined in the Schools and Libraries Division (SLD) Eligible Services List, dated September 11, 2015, or later, that can be found on the SLD website (www.usac.org/sl/) performed on Local Area Networks at all District sites, both eligible and ineligible equipment and services from the date of the District’s Notice to Proceed, not earlier than July 1, 2016. Proposed costs shall be provided for the period commencing with the issuance of the Limited Notice to Proceed

Work hours at school sites are generally 07:00 to 16:30; Early Education Centers are generally open between 06:00 and 18:00; most Adult Schools are open until 21:00 and offices are open between 07:30 and 17:00. The majority of schools are open during the traditional school year which is mid-August through the end of June. There is one school open year round. Almost all schools are closed during the latter part of December until the second week of January. Many traditional schools have a 6-week summer session, typically the first week of July through the middle of August. Some schools have Saturday classes and/or summer school sessions. Activities will be slower during the time periods listed above.

Attachment 1 of this document contains a list of all District sites covered by the SOW and identifies the location and other items as described in this SOW.

The District also requires technical support when needed on the Voice over Internet Protocol (VoIP) technology in use at several sites as well as the headquarters. This support must be at a high level of certifications to ensure an avenue for help or collaboration when additional assistance is needed.

The District requires Contractor to provide District-approved equipment for replacement of malfunctioning or defective devices. Any failed switches, wireless access points, will be replaced by specified manufacturer equipment outlined in the below Sections 2.2 LAN Design and 2.3 Technical Specifications for School Site LANs. If a failure occurs with the network device, the Contractor will swap the failed device out with equipment from its parts depot and initiate a change request for the new equipment. For equipment under warranty, Contractor will provide maintenance services that include assessment, repair, replacement, and configuration, in coordination with the warranty provider. Proper change control and logging of any changes will be followed in order to eliminate any issues or concerns with this type of shared access.

The Contractor shall provide:

- a. Basic Maintenance: Configuration, documentation, and testing of repaired or replaced LAN devices by execution of tasks or onsite if required to resolve incidents and issues for a specified device or technical issues. See *Section 3.1 Basic Maintenance Services* for details.
- b. Incident Management: Incident management of school hardware and operating systems for all LAN devices. See *Section 4.1 Incident Management* for details.
- c. Change Management: Any change impacting the District's network or assets, must be tracked. Changes include moving, adding, replacing, or removing, of any District asset. Changes would also include upgrading or changing, software/firmware versions on District assets. See *Section 4.2 Change Management* for details.
- d. Asset Management: As devices are replaced, changes must be submitted to the District's Asset Management (AM) system in order to maintain a complete and accurate inventory. Assets not in AM must be added, via change requests, under the direction of the Network Configuration Administrator, or higher-level position. See *Section 4.3 Asset Management* for details.
- e. Documentation: Each service ticket must be accurately and clearly documented e.g. the cause of the problem, resolution for the problem. Inaccurate documentation may result in services not being paid or reimbursement of the entire charged amount back to the District. It is Contractor's responsibility to identify E-rate eligible/ineligible services.
- f. Multiple dispatches to diagnose the same problem incident are not acceptable and will not be paid.
- g. Equipment Substitution
 - o Any equipment substitution must be reviewed, approved, and signed for from an authorized District designated staff member.
 - o Recycle of the old, District deemed high failure, and end-of-support equipment makes/models are strictly prohibited. Failure to comply with this requirement may result in contract suspension or revoke of the contract.

2.0 Basic Maintenance Services

The Contractor shall provide the following basic maintenance services to maintain and support school site local area networks. Basic Maintenance Services may require the technician to be on-site; however, the repair can be performed remotely, if possible, as long as it reduces the customer wait time. The support may include, but is not limited to, the following:

Provide qualified LAN maintenance to schools with technically qualified personnel and support tools necessary to respond to problems on LAN maintenance items (such as switches, servers, or other network equipment) at schools. All tools to be used for this contract must be approved at the sole discretion of the District. While the majority of the support will be between the hours of 07:00 to 17:00 PST (excluding weekends and District holidays), support may be requested on weekends, holidays and after hours and the Contractor should be able to provide support when requested by the District.

Provide LAN Maintenance on network equipment (i.e., switches, wireless devices, etc.) and cable plants from the router to the desktop, excluding the desktop platform itself.

Remove, repair, and replace non-operational (damaged, malfunctioning, or otherwise preventing the network from operating properly) network equipment.

Perform basic troubleshooting and testing of the device, as applicable, including cabling infrastructure. All associated cables and patch cords shall be covered and properly spared.

Maintain and support school wireless network equipment taking into account controller-based wireless, which includes, at a minimum:

- Identification of all wireless access points at each school;

- Maintaining an current inventory of all access points including configuration (e.g. WEP key and channel ID (see *Section 3.3.1 Asset Management* for details);

- Break/fix of all wireless infrastructure;

- Ensure LAUSD standards are applied to all wireless access points;

- Maintenance of any other enhanced wireless security functionality required by the District;

- Recommendations as to moving AP's, or adding AP's in order to improve wireless access;

- Identification and removal of rogue access points (District policy pending publication).

- While technician is onsite servicing problem incident, inspect UPS in the MDFs and IDFs

- 2.1 Repair or replace damaged fiber or copper cabling and connections to network equipment. Maintenance services shall include the troubleshooting, repair and/or replacement of data cabling and components (fiber-optic, UTP, Co-axial, T1 extensions, jacks, adjuncts, etc.) currently installed throughout the school environment. All installation and/or repair of data station cable, fiber backbone cable or DS1 extensions must include labeling, testing and certification. Contractor is responsible for providing test equipment and must provide certification reports of all installations and/or repairs. More specifically, the maintenance services shall include but not be limited to the following:

Copper and Fiber Optics Cabling

- a) Replace, move, repair or relocate cabling, connectors and components
- b) Test and verify all circuits pursuant to manufacturer's specifications

Data

- a) Replace, relocate and test all specified data/video/voice equipment pursuant to manufacturer's specifications
- b) Possess a working knowledge of appropriate wire test equipment and operation of same
- c) Replace, move, and test all patch panel, concentrator box and data drop requirements as requested
- d) Document all information pertaining to data installations

- 2.2 All LAN Maintenance must be accurately documented in the District's existing system. Currently Peregrine Service Center is used for incident tracking and Peregrine Asset Manager for asset tracking, (but the district is transitioning to Remedy on Demand). Should another system be implemented, training will be provided.

Refer, maintain, and track all warranty issues to the appropriate vendor for repair on LAN network equipment.

Repaired and/or replaced equipment must include the standard operating system version for that device and proper configuration. Contractor must work with the District in order to establish the proper configuration for all equipment. Backup configurations must be readily available for emergency restoration as required. The backups must also be available to the District's staff, as requested.

Any UPS or UPS battery replaced must be appropriately disposed of.

LAN Device Maintenance Program: The installation or replacement of the repaired device must include at a minimum:

Documentation of installed equipment;

Application of a District Asset Tag, as required;

Documentation of decommissioned devices for the District;

Warehousing of old devices for return to the District's designated location, or disposal with proper documentation as designated by the District;

Install and cable all repaired or replaced hardware into designated racks at the site;

Application of current boilerplate configuration;

Setup of the device, connection to the network, testing device connectivity;

Update device configuration to match the District standard configuration. Testing as designated by the District;

Customize the device's configuration based on the old device.

3.0 SERVICE COMPONENTS

3.1 Service Requirements

The District intends the Contractor to provide basic maintenance for LANs up to approximately 1100 sites, including approximately 950 schools throughout the District, which may increase or decrease during the term of the contract.

Contractor will provide the services (the "Work") and all goods, equipment, and hardware, including any and all electronic components (collectively the "Equipment") described herein. The following list provides details of the equipment the contractor will be expected to support. Additionally, it contains the service affecting items that must be tracked to provide performance reports to the District.

WAN devices

- Router Make/Model/Software Version/Under Warranty
- Incident Priority Level
- Incident Assignment Time
- Service Rep Response Time
- Problem Description

- Problem Resolution
- Restoral Time
- Equipment replaced, new asset serial number added
- Note the PMCS status of the MDF UPS on incident visit
- Was router in ROMMON mode?
- Did the router hang?

WAN OPTIMIZER

- WAAS 594 and 694 replaced or if disable work with Tier 3 to troubleshoot optimizer
- ISR 4451-X WAAS v2 and v3 Troubleshooting or replaced hard drive
- License valid

LAN Devices

- Switch Make/Model/Software Version /Under Warranty
- Incident Priority Level
- Incident Assignment Time
- Service Rep Response Time
- Problem Description
- Problem Resolution
- Restoral Time
- Equipment replaced, new asset serial number added
- Note the PMCS status of the MDF UPS on incident visit
- Was IOS corrupted?
- Did switch hang?

Wireless Devices

- WLAN Controller or Access Point Make/Model/Software Version /Under Warranty
- Incident Priority Level
- Incident Assignment Time
- Service Rep Response Time
- Problem Description
- Problem Resolution
- Restoral Time
- WLAN Controller license valid
- Access Point physically damaged?
- Equipment replaced, new asset serial number added
- Note the PMCS status of the MDF UPS on incident visit
- Did the WLAN Controller or AP hang?
- Was the problem with the IDF or CLDF switch?

UPS

- Make/Model/ SNMP Card version
- Date PMCS performed on the UPS
- Were the batteries replaced?

- UPS replaced, new asset serial number added

Power Issue/ Heating Issue

- Was the outage caused by a power issues? Type site electrical issue or commercial outage
- Heating issues, logs from devices show heating threshold exceeded, cabinet doors opened, for MDF fan deployed to cool equipment.

For Reporting Process, Network Operations will provide template for reporting spreadsheets and more metrics may be added within the life of the contract.

Attachment 2 represents an inventory of network equipment at each site. Please note that some sites may not appear as stand-alone as they are consolidated with another site or the naming conventions are different from the attached asset list. As a summary the estimated quantities are:

<u>Network Equipment</u>	<u>Estimated Quantity</u>
▪ Routers	1,355
▪ Switches	56,205
▪ Uninterruptible Power Supplies	737
▪ Wireless Access Points	97,231
▪ Wireless Bridges	18
▪ Wireless Controllers	398
▪ Wide Area Application Services (WAAS)	448
▪ Antennas & related components	53,994

All hardware provided can be new or refurbished provided there is a warranty as if new.

3.2 LAN Design

The following information provides a baseline LAN design as implemented in the District’s schools. The specific implementation within any school or cluster of schools may differ slightly. In all cases, it is prudent to assume that there will be some site initiated/activated network connectivity with a mixed Ethernet equipment environment. The site initiated work may be as minor as having an additional Compact Edge Switch Managed (CESM) connected to the backbone switch to allow additional user ports. However, there will be instances of complete computer labs installed under other District initiatives. Many are not specification or standards compliant.

All authorized installations of local area network infrastructure throughout the District are guided by standards and specifications. The goal is to provide a robust, high-quality, low maintenance infrastructure.

Although the District's goal is to provide one either a tablet or laptop for every student the LANs currently support the following typical workload:

- Administrative Office and Open Areas.
- Faculty Office and Staff Break Areas.
- Auditoriums and Gymnasiums.
- Classrooms, Multi-purpose Rooms, and other Instructional Areas.

The network topologies for the LANs include Ethernet, Fast Ethernet, and Gigabit Ethernet, and provide and support data rates of fiber based 1Gbps, aggregation of multiple 1Gbps, or 10Gbps for the backbone connectivity; 10, 100, and 1,000 megabits per second (Mbps) horizontal cabling to wireless access points, classrooms and instructional support areas' data outlets. It is important to note that the District currently has an average of seven to ten year modernization cycle for all LAN/WAN equipment and cabling deployed at schools. This refresh cycle will be ongoing throughout the term of this contract. As a result, while the cabling architecture at any given site will remain the same, it will be updated as needed. Site network equipment at the site may be replaced and networks modernized sometime during the term of the contract. Please refer to Attachment "6" for an anticipated schedule of these LAN modernizations, and the date last refreshed.

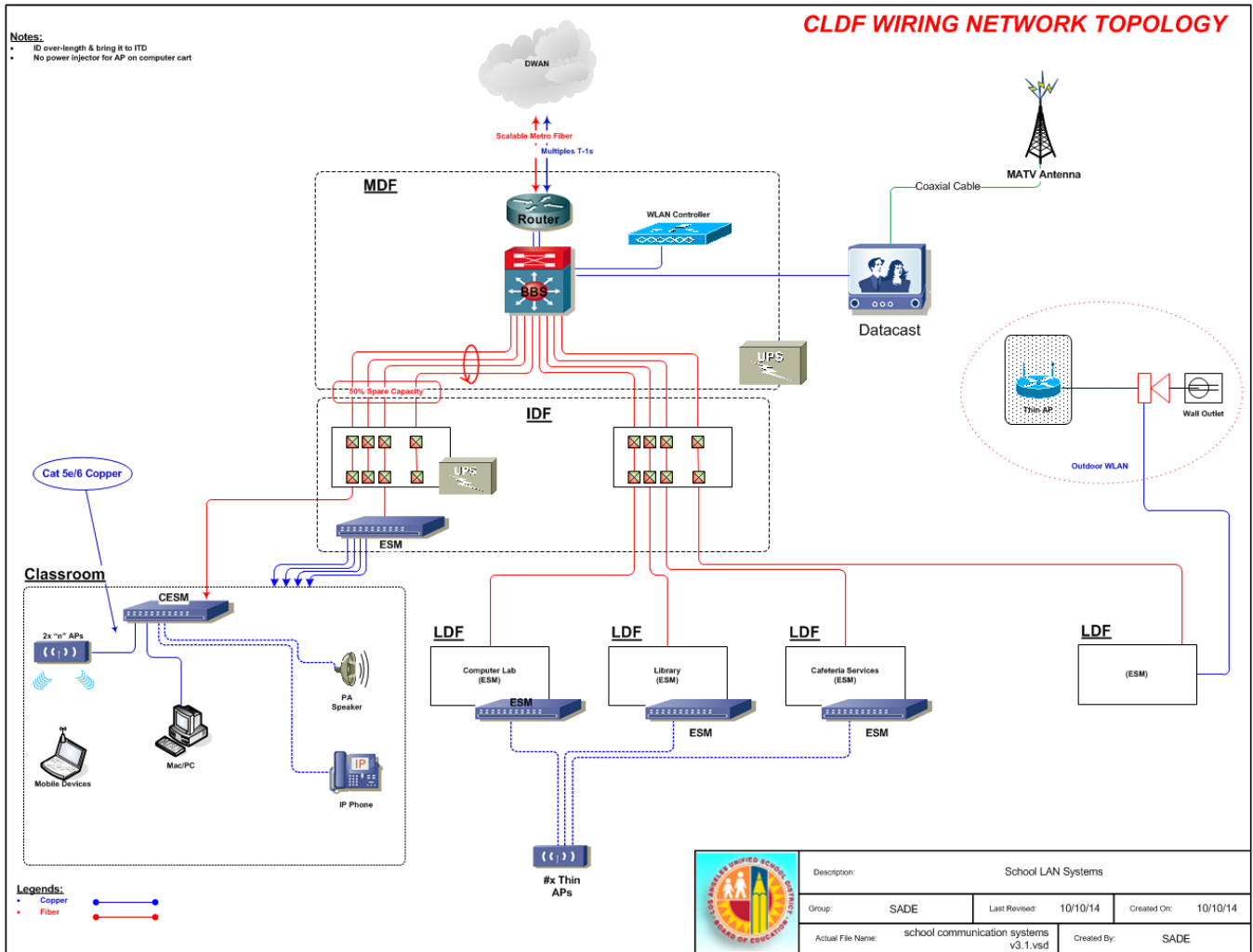
3.2.1 Each campus is supported by a main distribution frame (MDF), intermediate distribution frames (IDFs), local distribution frames (LDFs) and, at some locations, limited distribution classrooms (LDCs or CLDFs). The MDF is located in the main campus administrative building (when possible) as close to the entrance facility as practical. IDFs are located within the campus buildings in sufficient quantity to maintain compliance with the horizontal cable running distance limitations as specified in Telecommunications Industry Association/Electronic Industries Association (TIA/EIA) 568A. LDFs are located within Computer Laboratories and Libraries to distribute network connections to workstations within each room. LDCs or CLDFs can be found in many classrooms described in scenarios 2, 3 & 4 and are always fed by 4 strands of horizontal fiber.

3.2.2 The backbone is a star topology with the MDF at the center of the star. The backbone cabling may include multi-mode and/or single-mode fiber optic cabling between the MDF, IDFs, LDFs, and CLDFs. Some schools with older LANs may provide this connectivity via Category 5 unshielded twisted pair (UTP) copper cables. The horizontal cabling consists of multi-mode and single-mode fiber optic cable between IDFs and LDFs and of Category 5 and Category 5e UTP cables from IDFs to other user areas. Again, some schools with older LANs may provide connectivity between IDFs and LDFs via Category 5 UTP cables. In the user areas, data drops are a mix of copper and fiber. Each Category 5 or Category 5e cabling

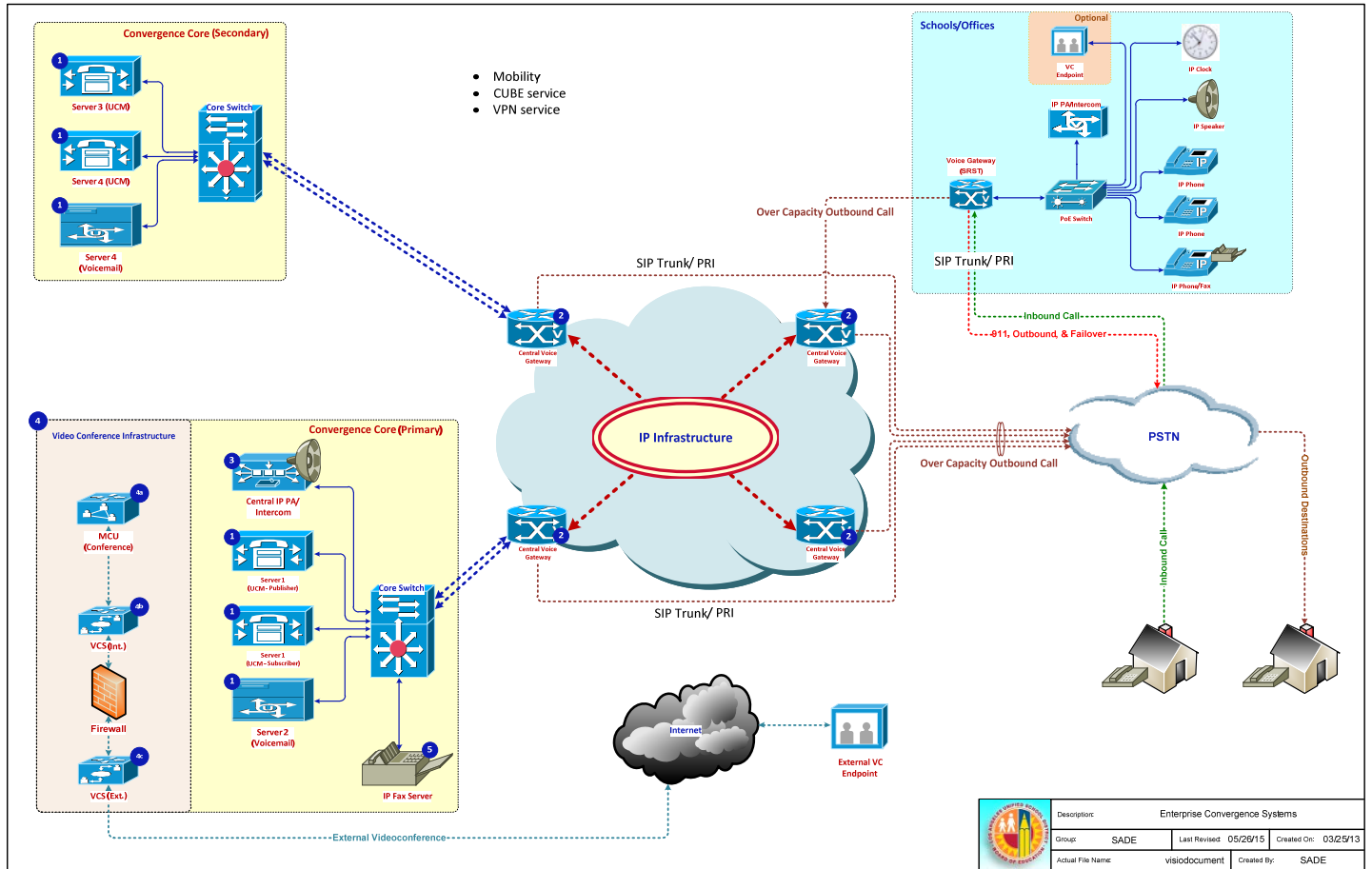
drop outlet is terminated per TIA/EIA-568A, T568B, while the fiber connections are terminated with duplex SC connectors.

3.2.3 Logical variations of LANs throughout the District

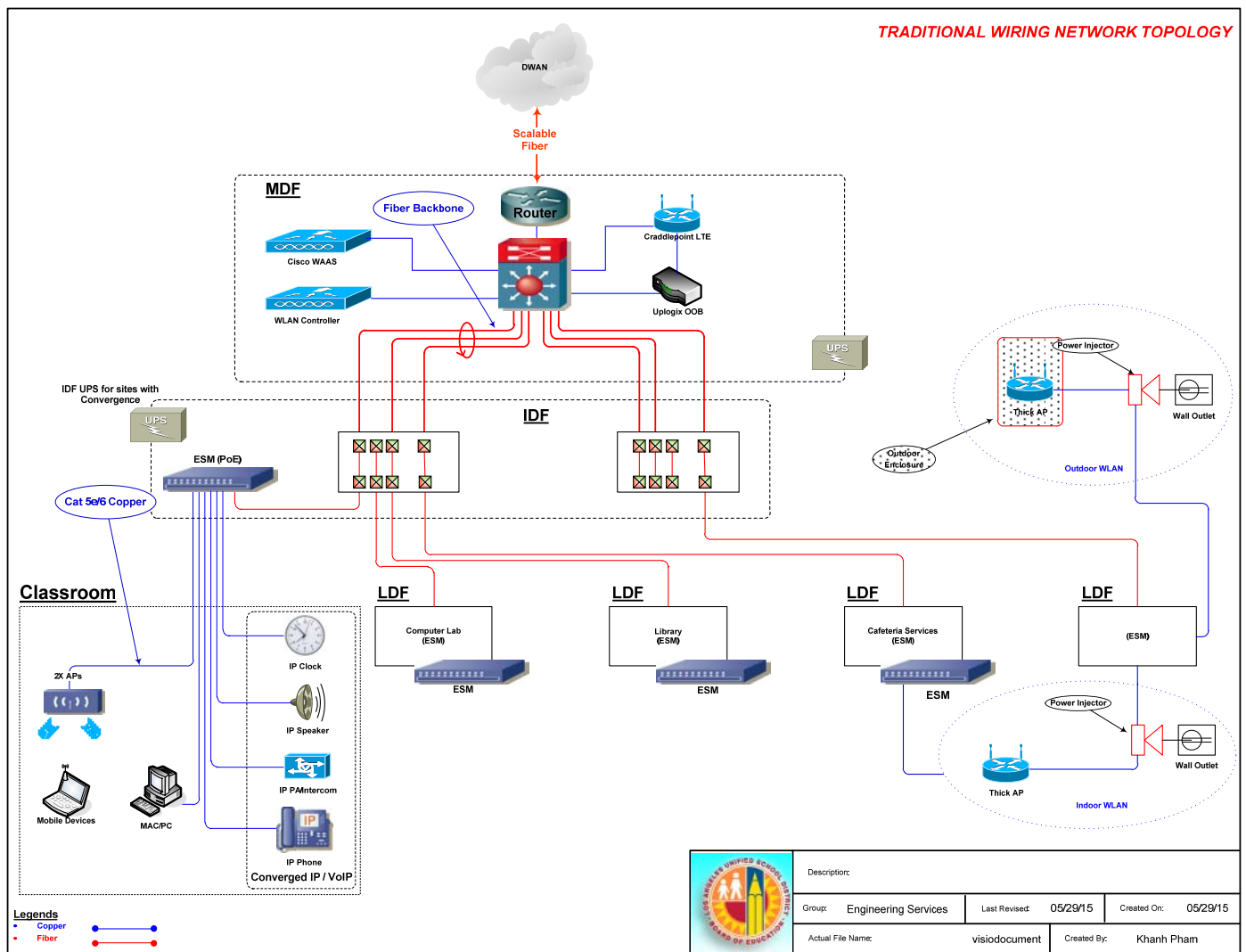
The sites covered by this RFP and SOW fall under one of the following network installation scenarios, which are described in detail below:



CLDF Network Topology



Converged IP / VoIP Topology



Wireless Local Area Network (asset lists)

Wireless local area network (WLAN) services are currently in deployed at many schools throughout the District and as noted above, some of it has been installed by site initiated activities.

3.2.5 WAN Optimization Devices

The District is using WAN Optimization devices to reduce bandwidth usage and increase responsiveness of the connection from school sites. The use of these devices is anticipated during the term of the contract.

3.3 Technical Specifications for School Site LANs

This section identifies the following specific information related to existing LANs, as well as those scheduled to be installed or upgraded (as far as that information is known to the District). To assist with preparing proposal costs, Contractors shall use the information and assumptions

listed in this section. Cost estimates shall be based on data in this RFP and all the attachments. When developing the response use the following assumptions:

- 3.3.1.1 Router
- 3.3.1.2 BBS for campus backbone connectivity and small BBS for wireless system connectivity
- 3.3.1.3 WAAS
- 3.3.1.4 One uninterruptible power supply (UPS)

3.3.2 Wide Area Network (WAN) Connectivity

The District is in the process of providing connectivity via Metropolitan Area Network (MAN). The technology used is scalable Ethernet via AT&T Opt-e-man®/ASE®. During the course of this contract, many sites will have their T-1 circuits disconnected and MAN will be provided as the access technology to the Internet and District business applications. Attachment 6 includes the anticipated schedule for MAN implementation. The only changes to the WAN router will be the addition of a physical or logical third Ethernet interface, the removal of one or more traditional WIC modules and commensurate alterations to the router operating system. Currently, there are over 130 schools and offices connected via MAN.

3.3.3 Voice over IP (VoIP)

The District has deployed VoIP to several schools and offices. Providing voice connectivity requires that the site router be provisioned with one or more WICs for Primary Rate Interfaces as well as appropriate modules for failover and other analog services. These modules may include, but are not be limited to: FXO, FXS and VG224 or VG248 analog modules. Typically, one or more T-1 circuits provide the data connectivity for these sites. At VoIP locations, the routers and the Ethernet switching hardware have unique configurations which will require special handling and knowledge when servicing them.

There are only three K-12 school sites that currently use limited deployment of VoIP for their connection to the Public Switched Telephone Network (PSTN). These sites use IP telephones only in the administrative offices. The classrooms are connected to the offices via traditional telephony equipment. However, the classrooms are subsequently connected to the PSTN using the router.

- Euclid Elementary School
- Aldama Elementary School
- Tweedy Learning Center

District schools and offices with site-wide VoIP deployments include:

- Procurement Services Division
- ESC West
- LA's BEST
- City of Angels (2 sites)
- Student Health and Human Services

- Approximately 86 Early Education Centers.
- Pilot Schools for Convergence (12)
 - 109th Street Elementary
 - 118th Street Elementary
 - Avalon Gardens Elementary
 - Dorris Place Elementary
 - Garvanza Elementary
 - Marlton School
 - Kim Elementary
 - Raymond Avenue Elementary
 - Ritter Elementary
 - San Gabriel Elementary
 - Strathern Elementary
 - Wilshire Park Elementary

4.0 INCIDENT & PROBLEM MANAGEMENT

4.1 Incident Management

An Incident is defined as an event which caused a disruption of service. All Incidents must be tracked in the District’s incident tracking system, currently Peregrine’s Service Center (but the District is transitioning to Remedy on Demand), with open, updates, resolve, close, and status changes documented. All incidents must be categorized and reacted to in accordance with the SLA defined later in this document. Documentation on incidents must be kept current at all times.

Contractor will provide incident diagnosis and remediation/Problem Management to efficiently resolve problems as they occur in accordance with the SLA. Contractor is expected to take a holistic approach to issues to help isolate where the problem may extend past the equipment managed under this contract.

4.2 Change Management

All changes must be in accordance with the District’s established guidelines and change control procedures. The Contractor will be required to submit, or enter Change Management tickets into the District’s system, currently, Peregrine (but the District is transitioning to Remedy on Demand).

4.3 Asset Management

- 4.3.1** Contractor is expected to have the right products in the right amounts for repair and/or replacements at each school and track all components covered under this agreement.
- 4.3.2** Contractor is required to submit all changes to the District’s Asset Management system in order to keep asset data current and accurate for any move, add, or change.
- 4.3.3** The Contractor shall coordinate warranty repairs, track status, and submit all changes to the District’s Asset Management system. A report of all warranty repairs and any issues, shall be submitted to the District at the *Quarterly Service Meeting*.

- 4.3.4 Contractor is to provide a Quality Assurance plan to demonstrate how contractor plans to ensure the asset data entered is accurate.
- 4.3.5 *The awardee will be required to manage their replacement stock and any additional materials to support the contract.*

Tools:

ITD staff use different tools to troubleshoot network issues. The contractors will be using similar tools to fix network issues. The current tools are the Peregrine ticketing system (but transitioning to Remedy on Demand);

Aruba Airwave monitoring tool and BMC software – Bladelogic Network Automation tool.

Any updates are done by the vendor.

Note: The ticketing system will be changing to Remedy tentatively third quarter, 2015.

Airwave or current wireless monitoring tool – This tool is used to help trouble shoot and check the wireless network; including controllers and access points.

Remedy or current ticketing system – This will be the districts ticketing system

BNA or latest configuration storage tool – This is a central repository that holds the configuration for the LAUSD network.

Note: District staff will provide training to the contractor's staff on any tools used by the District to troubleshoot, log ticket information, record warranty and any other required data. This will include any future tools implemented.

4.4 Scheduled Maintenance

Proper personnel shall be available onsite for all scheduled maintenance at school sites during or after business hours. The District’s Network Operations Branch must be notified in advance, for any scheduled maintenance outside of normal business hours. If required, low risk network changes can be done remotely with prior consent from the District.

4.5 Configurations

The District will provide standardized OS versions and boilerplate configurations that are approved for all network devices. Individual configurations must be collected and retained by the Contractor as equipment is replaced, either via remote access, onsite visit or scripts. At the District’s discretion or based on common issues, Contractor may be required to upgrade IOS/firmware on all equipment at the schools in order to provide a consistent and stable switch configuration across all designated sites, under the direction of the District’s Network Configuration Administrator, or higher-level staff.

5.0 SERVICE LEVEL AGREEMENTS (SLA)

Priority Categories

Priority 1 (Critical Tickets) SLA is 4 hours: A site is completely down, wireless controller down, or network slowness issues are affecting the entire site. If an “entire site down” is identified on weekends, holidays, or outside of business hours, the site is to be restored with network service prior to 7:30 am of the first business day following the weekend, holiday, or after hours.

Priority 2 (Major Tickets) SLA is 8 hours: Partial outage on campus. One or more T1s down or with errors or intermittent, partial loss of connectivity on a site, equipment down or not responding, excessive utilization (circuit, CPU, port), Wireless controller issues or network slowness issues affecting partial site.

Priority 3 (Minor Tickets) SLA is 12 hours: Complete outage of a single room. SNMP not responding, SSIS file transfer, unable to reach device on management IP, unable to telnet to the device.

Priority 4 (Routine tickets) SLA is 16 hours: Issues impacting a single workstation, or a group of workstations but not an entire room. Planned maintenance (IOS upgrade, hardware upgrades), port activations, site power down, video teleconferencing (VTC) assistance, VLAN change, WEP key request.

Priority 5 (Permanent Resolution Tickets) SLA is 5 business days: Permanent Resolution tickets are those where a temporary replacement part or work-around was deployed in order to restore service. The permanent replacement part or solution must be deployed within this SLA. The resolution of the incident is required within 5 business days of the initial outage or incident receipt, whichever is later.

Incident Response Times during Normal Business Hours

***Priority 1 – Critical** tickets are those where an entire school site has no Internet access or the entire wired or wireless LAN is down.*

- Customer status notification within 15 minutes of incident outage or incident receipt, whichever is later.
- On-site within 2 hours of the initial outage or incident receipt, whichever is later.
- Resolution of incident within 4 hours of the initial outage or incident receipt, whichever is later (SLA).

***Priority 2 – Major** tickets are designated as such due to a partial outage on a campus, i.e., multiple rooms, buildings or District location codes (e.g., elementary and a middle school).*

- Customer status notification within 30 minutes of initial outage or incident receipt, whichever is later.
- On-site within 4 hours of the initial outage or incident receipt, whichever is later.
- Resolution of incident within 8 hours of initial outage or incident receipt, whichever is later. (SLA).

Priority 3 – Minor tickets indicate a complete outage of a single room.

- Customer status notification within 1 hour of initial outage or incident receipt, whichever is later.
- On-site within 6 hours of the initial outage or incident receipt, whichever is later.
- Resolution of incident within 12 hours of initial outage or incident receipt, whichever is later. (SLA).

Priority 4 – Routine tickets are those which impact a single workstation, or a group of workstations but not an entire room.

- Customer status notification within 2 hours of initial outage or incident receipt, whichever is later.
- On-site within 8 hours of the initial outage or incident receipt, whichever is later.
- Resolution of incident within 16 hours of initial outage or incident receipt, whichever is later. (SLA).

Priority 5 – Permanent Resolution tickets are those where a temporary replacement part or work-around was deployed in order to restore service. The permanent replacement part or solution must be deployed within this SLA. The resolution of the incident is required within 5 business days of the initial outage or incident receipt, whichever is later. (SLA)

Regardless of the priority, the Contractor shall notify the District Contract Sponsor, or designee, if resolution is anticipated to exceed SLA. In no case shall the contractor "reset" the clock on any incident for any reason without written approval from a designated District employee. If done, additional penalties will be assessed.

Incident Response Times outside Normal Business Hours

Priority 1 (Priority Early Morning Response) Critical tickets are those where an entire school site has no Internet access or the entire wired or wireless LAN is down and an early dispatch is required to restore service by 7:30 am. Network Operations will notify the contractor of outages requiring early dispatch by 05:30am on normal business days.

- On-site within 1 hour of the initial outage or incident receipt, whichever is later.
- Resolution of incident within 2.0 hours of the initial outage or incident receipt, whichever is later. (SLA)
- Proposers must include a plan to respond to critical outages during off hours or on weekends and holidays.

Regardless of the priority, the Contractor shall notify the District Contract Sponsor, or designee, if resolution is anticipated to exceed SLA. In no case shall the contractor "reset" the clock on any incident for any reason without written approval from a designated District employee. If done, additional penalties will be assessed.

6.0 STATUS MEETINGS & REPORTS

Contract Start Meeting. Within fourteen (14) calendar days from the District's full execution of the Contract, Contractor shall meet with District representatives to ensure the requirements, expectations, interactions, etc. of the Contract are understood. Discussions about the scope of work are expected to include, but not limited to:

- Roles and responsibilities
- How work efforts shall be organized and documented
- Assumptions and Constraints
- Methodology, procedures, and tools used to manage, control, track, and report resources, activities, deliverables, schedules, and costs
- Risk management and quality control, including the processes that shall be followed to ensure the District receives tangible benefits over time
- Metrics to measure Contractor performance and school satisfaction
- Service deliverables to be produced
- Monthly Status Reports
- Quality Assurance – developed by the Contractor and approved by the District, which must include a component for school satisfaction.

Monthly Status Meeting. Contractor and District representatives shall meet monthly, more often if the District deems necessary, on a date mutually agreed to by Contractor and the District. Topics at these meetings are expected to include, but not be limited to, reviewing progress, issues or concerns, the status of action items, and Contractor recommendations for improvement.

Reporting

- **Weekly Reports.** These reports are due no later than three (3) business days after the reporting period.
- **Monthly Reports.** These reports are due no later than five (5) business days after the reporting period.
- **Quarterly Reports.** Due no later than two (2) weeks after the reporting period.
- **Annual Reports.** Due no later than one (1) month after the reporting period.

Monthly Status Report – Report must list all Incidents completed during the reporting month. Contents must include Incident number, location code, school name, open time, closed time, subcategory, product type, problem type, Incident description, action taken, total elapsed time, labor hours and material charges. If the action taken was to replace the equipment then both the old and new descriptors (make, model, serial number) must be included on the report. Monthly invoices will not be authorized for payment until a full and correct Monthly Status Report is received. (Note: The data for this report may be extracted from Peregrine Service Center.)

Monthly SLA Exception Report - A monthly report documenting all credits incurred during the month. Report must contain school name, Incident number, priority (urgency), time in excess of the SLA and credit due to the District.

Quarterly Warranty Repair Report - A report listing all warranty repairs during the period, containing Warranty Provider, Incident number, location code, school name, component replaced, and serial numbers, if applicable, for both the old and new component. This report shall be presented and discussed at the Monthly Status Meeting. (Note: The data for this report may be extracted from

Peregrine Service Center/Asset Manager.) NOTE: The District plans to transition the ticketing system to Remedy before the start of the contract.

Upon Request - Report of findings, analysis and recommendations for any performance issues at a school as requested by the District. A root cause, e.g., IOS versions, network loops, outbreaks, etc. must be included.

Monthly: Restoral solutions for the Before 8 incidents, with make, model, OS version, detail resolution will be provided to Network Operations by the last business day of the month, no later than 10:00am. In addition, a report of any temporary solutions installed must be reported. These tickets must also be reported in the month that the temporary solution is removed and the permanent one is installed.

The Contractor will also provide a weekly/monthly/quarterly/yearly reports for all tickets in CSV format to Network Operations Problem Management Engineer with the following information from the MDF device down to the closet cabinet or AP to the requestor at a site.

7.0 STAFFING

7.1 Contractor shall staff appropriately for the defined services with personnel having the appropriate industry certifications (i.e., CCNA, CCNP, etc.), a minimum of three years' experience, and are knowledgeable with Peregrine or Remedy software, LAN, Ethernet, etc. Staffing should include those possessing the following certifications at a minimum:

- 7.1.1 CCNP (Cisco Certified Network Professional)
- 7.1.2 CCVP (Cisco Certified Voice Professional) or CCNP Voice (Preferred)
- 7.1.3 CCNA (Cisco Certified Network Associate)
- 7.1.4 Aruba Certified Mobility Associate (ACMA);
- 7.1.5 Alcatel Certified Switch Expert (ACSE)
- 7.1.6 Alcatel Certified Switch Professional (ACSP)
- 7.1.7 HP Certifications
- 7.1.8 HP Accredited Technical Associate (HP ATA)
- 7.1.9 HP Accredited Technical Professional (HP ATP)

7.2 Contractor must have staff with WLAN certificates for both the Cisco and Alcatel wireless solutions.

7.3 Contractor must insure staff replacing UPS/Batteries has appropriate protective gear and all certifications necessary for proper handling and disposing of UPS/Batteries.

7.4 The District requires resumes for all technicians and reserves the right to interview all technicians assigned to work under this contract.

7.5 Contractor shall provide support services for similar scopes of work as the District adopts new and emerging technologies.

7.6 The District reserves the right to remove any technician for reasonable cause during the contract period. Reasonable cause includes, but is not limited to, not possessing the desired skills specified below.

7.7 Point of Contact (PoC)

7.7.1 Contractor shall designate a Point of Contact (PoC) for the Contract who has a minimum of five years managing these services, both in scope and size similar to that required in the Statement of Work.

- 7.7.2 The Point of Contact (PoC) shall be the primary point of contact for the LAUSD in executing the Contract.
- 7.7.3 The Point of Contact (PoC) shall maintain a file containing all pertinent correspondence and criteria, including written and signed approvals for any deviations to this Statement of Work.
- 7.7.4 Contractor shall submit escalation procedure and contact information for each escalation point:
 - 7.7.4.1 Point of Contact
 - 7.7.4.2 Escalation Manager 1
 - 7.7.4.3 Escalation Manager 2
 - 7.7.4.4 Etc.
- 7.7.5 The service file shall be available to the LAUSD on demand, and shall be delivered to the District at the end of the contract term.

7.8 Dismissal of Contractor / Sub-Contractor Employees. Should the District wish to have any employee of Contractor or its sub-Contractor dismissed, the District shall first discuss the reasons for such dismissal with Contractor's Point of Contact (PoC). Contractor then will make prompt and reasonable efforts to comply with the District's request. Notwithstanding the preceding, the District may remove any Contractor employee (or sub-Contractor employee) immediately for reasons related to health and safety of its students or staff.

8. Professional Services – Convergence System Engineer

Contract Duration:

The Network Architect provided under this service may lead or participate in the development of architectures, specifications, and solutions in one or more of the following domains:

- Wide Area Network (WAN)
- Metropolitan Area Network (MAN)
- Local Area Network (LAN)
- Voice, Video, and Data Convergence Networks
- Networking for Multimedia Systems
- Data Center Networks and Systems
- Information Security Networks and Systems
- Wireless/Radio Networks and Systems
- Unified Communications Network Applications and Services
- Network Management Architectures and Services

9. Scope may include but not limited to the following tasks:

Hands-on design, implementation, installation, configuration, integration, and user migration involving all aspects of Convergence systems including but not limited to the following service categories:

- Design and implementation:
 - Overall dialing plan for large enterprise District-wide voice system
 - Call patterns including emergency call, inbound/outbound, overflow capacity, alternate routing in the event of primary paths become unavailable
 - Voice/Video protocols/CODECs e.g. SIP, H.323, MGCP, H.264, MPEG-4

- Optimal IP routing/switching infrastructure for multimedia services e.g. convergence of data, video, and voice
- Installation and Configuration of voice systems from “ground zero” to a fully interoperable and functional systems:
 - VoIP call processing core equipment e.g. Avaya Communication Server, Cisco Call Managers
 - Call Center e.g. Avaya Call Center Centre Vu Elite
 - Hardware and Software platforms e.g. Cisco UCS and VMWare
 - Voicemail e.g. Cisco Unity
 - Voice gateways e.g. Avaya G450, Cisco 39xx and 44xx series
 - Routing and switching infrastructure including QoS,
- Integration of multi-vendor systems to ensure interoperable communication is achieved:
 - LDAP for directory lookup and service management
 - Multi-vendor systems
 - Avaya Communication Definity S8700 Server v6.2 with G450 voice gateway
 - Avaya Call Center Centre Vu Elite v16.3
 - Cisco Call Managers v10.x
 - Cisco Unity voicemail v10.x
 - Cisco router/voice gateways 39xx, 44xx
 - Cisco TelePresence servers and gatekeepers
 - Integration between analog and IP based of Public Announcement-Intercommunication (PA-Intercom) / Mass Notification systems
 - IP Based
 - Singlewire Informacast, Valcom
 - Other manufacturers e.g. Rauland, Bogen, Dukane
 - Clock
 - TDM Based
 - Rauland, Bogen, Dukane
 - Lathem clocks
 - Integration with life-safety systems e.g. fire alarms and PSAP update
- System fault identification and resolution relating to all convergence system components e.g. Call Processing, Voicemail, Voice Gateways, Circuits, Endpoints, Protocols e.g. SIP, H.323, MGCP:
 - Troubleshoot and resolve complex convergence system problems
 - Troubleshoot and resolve complex data network problems e.g. routing, switching, security
 - Identify and propose change for chronic system-wide problems
- Validate functionalities of multi-system interoperability e.g. data, PA-Intercom, VoIP, Fire Alarm etc.
 - Develop and verify Test and Acceptance checklist

- Provide training for Test and Acceptance field staff
- Serve as District's liaison interfacing with multi vendors, service providers, and manufacturers

10. Proposed Staff Qualifications:

- Bachelor Degree in science, technology, engineering, or mathematics
- Manufacturer certifications in converged systems implementation; one or more of the following certifications:
 - CCIE and/or;
 - CCNP or equivalent and AIPS
- Minimum of 10 years of hands-on experience implementing converged systems and services for very large enterprise networks of at least 25,000 endpoints.
- Minimum of 10 years of hands-on experience troubleshooting large and complex converged systems including data routing/switching, firewalls, MPLS, QoS

END OF STATEMENT OF WORK

SECTION I (Continued)

INSTRUCTIONS TO PROPOSERS

INST.

<u>NO.</u>	<u>DESCRIPTION</u>
IP-1	EXAMINATION OF RFP DOCUMENTS
IP-2	INTERPRETATION OF RFP DOCUMENTS
IP-3	PREPARATION OF PROPOSAL
IP-4	MODIFICATION AND ALTERNATIVE PROPOSALS
IP-5	PRE-PROPOSAL CONFERENCE
IP-6	ADDENDA
IP-7	SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE
IP-8	WITHDRAWAL OF PROPOSALS
IP-9	INSURANCE REQUIREMENTS
IP-10	SUBMISSION OF PROPOSAL
IP-11	PROPOSAL EVALUATION PROCESS
IP-12	DEBRIEFING
IP-13	PUBLIC RECORDS ACT
IP-14	DISTRICT RIGHTS
IP-15	DISTRICT OWNERSHIP OF PRODUCTS
IP-16	COMMUNICATION WITH THE DISTRICT
IP-17	DISQUALIFICATION OF PROPOSERS
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IP-19	FINGERPRINTING
IP-20	FILING OF PROTESTS
IP-21	SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM
IP-22	LAUSD'S ETHICS STANDARDS
IP-23	MANDATORY LOBBYING DISCLOSURE
IP-24	PRE-AWARD AUDITS

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION I (Continued)

INSTRUCTIONS TO PROPOSERS

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

IP-1 EXAMINATION OF RFP DOCUMENTS

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

IP-2 INTERPRETATION OF RFP DOCUMENTS

Prospective proposers with questions regarding interpretation or clarification of the RFP document shall put all questions in writing and submit them via to the District's Vendor Registration website (<http://psg.lausd.net/procurementOpportunities.asp>). The District's responses to requests for interpretation or clarification which require a change in the Statement of Work or in the RFP requirements will be made in writing via RFP addendum.

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

IP-3 PREPARATION OF PROPOSAL

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

IP-4 MODIFICATIONS AND ALTERNATIVE PROPOSALS

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

In addition to submitting proposals that conform in every respect to the requirements of this RFP, proposers **may** also submit alternate proposals in response to this RFP as complete **separate**

offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of the District. The District reserves the right to accept or reject any alternate proposal. Oral, e-mailed, faxed, or telephonic proposals and/or modifications will not be considered.

IP-5 PRE-PROPOSAL CONFERENCE

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

IP-6 ADDENDA

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

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

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

IP-7 SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE

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

IP-8 WITHDRAWAL OF PROPOSALS

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

IP-9 INSURANCE REQUIREMENTS

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

IP-10 SUBMISSION OF PROPOSAL

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

IP-11 PROPOSAL EVALUATION PROCESS

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

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

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

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

IP-12 DEBRIEFINGS

Debriefing requests must be received by the District within ten (10) calendar days after the District’s issuance of the Notice of Intent to Award. No debriefing shall take place until after the execution of the contracts that result from this procurement. Requests for debriefings must be

submitted in writing. Debriefings shall be confined to a discussion of the proposer's proposal and that proposal's advantages and disadvantages in relation to the requirements of the RFP. The debriefing shall not include point-by-point comparisons of the debriefed proposer's proposal with those of other proposers. Moreover, the debriefing shall not reveal any information prohibited from disclosure.

IP-13 PUBLIC RECORDS ACT

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

Those elements in each Proposal that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and that are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the proposer to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances will the District be responsible or liable to the proposer or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or contractors.

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

IP-14 DISTRICT RIGHTS

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

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

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

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

IP-15 DISTRICT OWNERSHIP OF PRODUCTS

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

IP-16 COMMUNICATIONS WITH THE DISTRICT

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

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

IP-17 DISQUALIFICATION OF PROPOSERS

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

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

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

IP-18 EXECUTION OF CONTRACT

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

IP-19 FINGERPRINTING

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

IP-20 FILING OF PROTESTS FOR NEGOTIATED PROCUREMENTS

All District procurements shall be conducted in a manner which assures that all prospective contractors are afforded fair and equal consideration and the award of District contracts preserves and protects the integrity of the procurement process. To that end, any interested party who desires to raise concerns regarding a District award shall have the right to have its complaint considered and resolved administratively by the District in an expeditious manner.

“Interested party,” as used herein, means an actual or prospective Proposer whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

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

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

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

All protests shall be filed in writing with the District's Chief Procurement Officer, or designee, Los Angeles Unified School District, 333 South Beaudry Avenue, 22nd Floor, Los Angeles CA 90017. No other location shall be acceptable. The protest shall, at a minimum, contain the following:

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

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

IP-21 SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

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

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

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

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

IP-22 LAUSD'S ETHICS STANDARDS

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

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

IP-23 MANDATORY LOBBYING DISCLOSURE

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

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

IP-24 PRE-AWARD AUDITS

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

END OF INSTRUCTIONS TO PROPOSERS

END OF SECTION I

**SECTION II -
SUBMITTAL FORMS**

GENERAL INSTRUCTIONS

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

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

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION II - CERTIFICATIONS

II-B1 - PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

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

In response to the **Request for Proposal (RFP) No. 200000924** we the undersigned hereby declare that we have carefully read and examined the RFP documents, acknowledge receipt of Addendum No(s). _____, Clarification No(s) _____, and hereby propose to perform the Statement of Work as required in the RFP.

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

The undersigned agrees to perform the Statement of Work at the costs indicated in its Price Proposal if its proposal is accepted within **120** days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the lobbyist registration program information included in the RFP (Attachment E).

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

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

(Name) (Title) (Phone)

Email Address: _____

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

BY:

(Signature) (Email)

(Type or Print Name) (Phone)

(Title) (Fax)

(Address)

NAME OF ORGANIZATION:	LAUSD VENDOR ID#:	LAUSD VENDOR SINCE:
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LOS ANGELES UNIFIED SCHOOL DISTRICT
Section II – Certifications
II-B2 - Compliance with LAUSD Ethics and Integrity Standards

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

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

1. ETHICS AGREEMENT

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

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

SENIOR EXECUTIVE RESPONSIBLE FOR YOUR ORGANIZATION’S ETHICS AND INTEGRITY:			
NAME OF RESPONSIBLE SENIOR OFFICER	POSITION TITLE	PHONE NUMBER	
SIGNATURE OF RESPONSIBLE SENIOR OFFICER	DATE	E-MAIL ADDRESS	

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

A.	My organization takes responsibility for ensuring that each of our representatives, regardless of position, understands and complies with the duties and requirements outlined in LAUSD's Contractor Code of Conduct and for ensuring that we adhere to the highest standards of honesty and integrity in all our dealings with and/or on behalf of LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	My organization has an effective management process in place to ensure that the behavior, decisions, and actions of our representatives demonstrate the letter and spirit of LAUSD's ethics and integrity standards in all phases of any relationship with LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	Describe briefly the scope of your organization's efforts to manage for and assure ethical conduct, attach an additional sheet of paper if necessary:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL EXERCISE CAUTION AT ALL TIMES TO ENSURE THAT OUR CONDUCT AVOIDS EVEN THE APPEARANCE OF IMPROPRIETY OR MISREPRESENTATION. WE WILL BE PROACTIVE IN ASKING QUESTIONS AND SEEK FORMAL GUIDANCE FROM LAUSD WHENEVER THERE IS A DOUBT ABOUT HOW TO PROCEED IN AN ETHICAL MANNER.		

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

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

A.	My organization and our representatives demonstrate a record of integrity and business ethics in accordance with all local, state and federal laws, ordinances, directives and regulations as well as the policies and requirements established by LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	My organization, including any principal, owner, officer, partner, major stockholder, subsidiary, and all other representatives acting on our behalf, has not been the subject of a criminal investigation, indictment, conviction, judgment, injunction, or a grant of immunity, including pending actions, for bribery, embezzlement, extortion, falsification, forgery, making false statements or, <u>any</u> other business or ethics related conduct constituting a criminal offense under federal, state or local law within the last seven (7) years.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	My organization, including any principal, owner, officer, partner, major stockholder, subsidiary, and all other representatives acting on our behalf, has not been the subject of a federal, state, local government, or LAUSD suspension, debarment, administrative agreement, denial of contract award, declaration of ineligibility, or bid rejection, including pending actions, for non-responsibility within the last seven (7) Years.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	My organization, including any principal, owner, officer, partner, major stockholder, subsidiary, and all other representatives acting on our behalf, has not been the subject of a federal, state, local government, or LAUSD administrative proceeding or civil action seeking specific performance, restitution, contract suspension, or termination for cause, including pending actions within the last seven (7) years.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	My organization, including any subsidiary or predecessor company or entity under a different business name, has not been the subject of a bankruptcy proceeding, including any pending bankruptcy proceedings within the past seven (7) years.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F.	My organization has the financial resources and management capacity necessary to fulfill the requirements of our proposed contract with LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G.	My organization, including any principal, owner, officer, partner, major stockholder, subsidiary, and all other representatives acting on our behalf, has not, to our knowledge, been the subject of a poor performance complaint, conflict of interest concern, or other ethics inquiry at LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING TO LAUSD ANY ISSUES CONCERNING OUR RESPONSIBILITY, SO THAT THE APPROPRIATE ACTIONS CAN BE TAKEN TO AVOID IMPACT TO THE PRODUCTS OR SERVICES WE WILL DELIVER TO LAUSD.		

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

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL MAINTAIN A CONE OF SILENCE AND AVOID ALL PROHIBITED COMMUNICATIONS WITH LAUSD OFFICIALS DURING THE REQUIRED TIMES OF LAUSD'S CONTRACTING PROCESS. WE WILL NOT REQUEST OR ACCEPT – EITHER DIRECTLY OR INDIRECTLY – ANY PROTECTED INFORMATION REGARDING PRESENT OR FUTURE CONTRACTS BEFORE THE INFORMATION IS MADE PUBLICLY AVAILABLE AT THE SAME TIME AND IN THE SAME FORM TO ALL OTHER POTENTIAL BIDDERS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL PROTECT THE CONFIDENTIALITY OF ALL INFORMATION GARNERED THROUGH THE CONTRACTING PROCESS AND OUR WORK WITH LAUSD. WE UNDERSTAND THAT USING SUCH INFORMATION, DIRECTLY OR INDIRECTLY, FOR PERSONAL, FINANCIAL OR OTHER PRIVATE INTERESTS IS STRICTLY PROHIBITED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

C.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT PARTICIPATED IN <u>ANY</u> ASPECT OF DEVELOPING THE SCOPE OF WORK, SOLICITATION DOCUMENTS, TECHNICAL SPECIFICATIONS, EVALUATION CRITERIA, PROCUREMENT CONSIDERATIONS, OR OTHER CONTRACTUAL INSTRUMENTS FOR THIS CONTRACT.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION AND OUR REPRESENTATIVES KNOW OF NO LAUSD OFFICIAL WITH AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES WHO HAS PARTICIPATED IN <u>ANY</u> ASPECT OF THIS CONTRACT. WE KNOW THAT AN ECONOMIC INTEREST EXISTS WHENEVER AN OFFICIAL, HIS OR HER SPOUSE, AND ANY DEPENDENT CHILDREN HAS A DIRECT OR INDIRECT FINANCIAL INTEREST OR LIABILITY IN EXCESS OF \$1000 IN AN ENTITY; HAS RECEIVED INCOME WITHIN THE PAST 12 MONTHS FROM THE ENTITY; HAS SERVED AS AN OFFICER, DIRECTOR, COMMITTEE MEMBER OR AN EMPLOYEE OF THE ENTITY (EVEN IN AN UNPAID CAPACITY); OR HAS RECEIVED A GIFT FROM AN ENTITY OVER LAUSD'S GIFT LIMIT.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY ALL THE INTEGRITY REQUIREMENTS OF LAUSD'S CONTRACTING PROCESS. WE WILL BE CAUTIOUS TO AVOID ANY ACTIONS THAT COULD BE SAID TO INTERFERE WITH AN OPEN AND UNIFORM CONTRACTING PROCESS.		

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

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

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

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

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

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT LAUSD OFFICIAL TO LOBBY LAUSD, NOR WILL WE COMPENSATE ANY FORMER LAUSD OFFICIAL TO LOBBY LAUSD BEFORE A ONE (1) YEAR PERIOD HAS ELAPSED FROM THAT OFFICIAL'S LAST DATE OF EMPLOYMENT WITH LAUSD. WE UNDERSTAND THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION-MAKING, INCLUDING MARKETING EFFORTS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO WORK ON A MATTER THAT THE OFFICIAL HAS BEEN PERSONALLY AND SUBSTANTIALLY INVOLVED WITH IN THE PRECEDING 12 MONTHS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

C.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO PERFORM ANY SERVICES ON A CONTRACT THAT THE OFFICIAL HAS SUBSTANTIALLY PARTICIPATED IN WITHIN THE PRECEDING TWO (2) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION WILL ENSURE THAT ANY REPRESENTATIVE WHO IS CONTRACTED TO ACT IN THE CAPACITY OF AN LAUSD OFFICIAL WILL DISQUALIFY HIMSELF OR HERSELF FROM MAKING ANY GOVERNMENTAL DECISIONS FOR LAUSD RELATING TO A PRIVATE SECTOR INTEREST, INCLUDING MATTERS INVOLVING OUR ORGANIZATION, UNTIL A ONE (1) YEAR PERIOD HAS ELAPSED FROM THE TIME THE INTEREST HAS BEEN DISPOSED OR SEVERED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	DESCRIBE BRIEFLY THE INTERNAL SAFEGUARDS YOUR ORGANIZATION HAS PUT IN PLACE TO PRESERVE LAUSD'S COOLING PERIOD RESTRICTIONS:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL THE PROVISIONS OF LAUSD'S REVOLVING DOOR COOLING PERIOD RESTRICTIONS. WE RESPECT THE NEED FOR PUBLIC AGENCIES TO ENSURE THAT NO UNFAIR COMPETITIVE ADVANTAGE IS EXTENDED DUE TO THE HIRING OF CURRENT OR FORMER PUBLIC OFFICIALS.		

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

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

Lobbying Disclosure			
E.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN ANY LAUSD LOBBYING ACTIVITIES WITHOUT THE APPROPRIATE REGISTRATION AND DISCLOSURE THROUGH LAUSD'S ETHICS OFFICE WEBSITE (WWW.LAUSD.NET/ETHICS). WE UNDERSTAND THAT UNDER LAUSD'S LOBBYING DISCLOSURE CODE, REGISTRATION IS REQUIRED IF WE ARE PAID BY A CLIENT TO LOBBY LAUSD, OR IF WE WILL SPEND MORE THAN \$10,000 THIS YEAR TO LOBBY LAUSD ON OUR OWN BEHALF. WE KNOW THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION, INCLUDING MARKETING AND PROMOTIONAL EFFORTS	<input type="checkbox"/> Yes	<input type="checkbox"/> No

State-Mandated Statement of Economic Interests (for professional services contracts only)			
F.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY THE FINANCIAL DISCLOSURE REQUIREMENTS OF CALIFORNIA'S POLITICAL REFORM ACT WHICH REQUIRES INDIVIDUAL CONTRACTORS AND THEIR REPRESENTATIVES TO DISCLOSE ECONOMIC INTERESTS THAT COULD BE FORESEEABLY AFFECTED BY THEIR EXERCISE OF CONTRACTUAL DUTIES.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If the answer is “No” below, attach an additional sheet of paper with the heading “State-Mandated Statement of Economic Interests” and provide the following: 1) the full name of each of your representatives who will make governmental decisions or participate in the making of governmental decisions for LAUSD in this contract, 2) a detailed scope of the responsibilities and services each individual will provide to LAUSD, and 3) a valid e-mail address for each representative. Before a contract is executed, these individuals will have to complete a Statement of Economic Interests which can be downloaded from: www.lausd.net/ethics.

G.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL <u>NOT</u> BE INVOLVED IN PERFORMING ANY ACTIVITIES OR DECISION-MAKING FOR LAUSD IN THIS CONTRACT SUCH AS: OBLIGATING LAUSD TO A COURSE OF ACTION; APPROVING PLANS, DESIGNS, REPORTS OR STUDIES FOR LAUSD; ADOPTING POLICIES, STANDARDS AND GUIDELINES FOR ANY SUBDIVISION OF LAUSD; AUTHORIZING LAUSD TO ENTER INTO, MODIFY, OR RENEW A CONTRACT; NEGOTIATING ON BEHALF OF LAUSD; ADVISING OR MAKING RECOMMENDATIONS TO LAUSD DECISION-MAKERS; CONDUCTING RESEARCH OF INVESTIGATIONS FOR LAUSD; PREPARING A REPORT OR ANALYSIS THAT REQUIRES AN EXERCISE IN JUDGMENT OR PERFORMING DUTIES SIMILAR TO AN LAUSD STAFF POSITION WHICH IS ALREADY DESIGNATED AS A FILER POSITION IN LAUSD’S CONFLICT OF INTEREST CODE.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL OUR PUBLIC DISCLOSURE OBLIGATIONS WITH LAUSD. WE UNDERSTAND THAT PROVIDING TRANSPARENCY HELPS TO ENSURE GREATER ACCOUNTABILITY AND PUBLIC TRUST.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

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

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

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

Section II-B3 - INSURANCE REQUIREMENTS

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

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

Commercial G Insurance

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

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

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

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

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

Part A – Statutory Limits

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

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

Other coverage(s):

(Errors & Omissions (Professional Liability) coverage
\$1,000,000 per occurrence/ \$3,000,000 aggregate

Cyber Insurance Coverage
\$1,000,000 per occurrence/ \$3,000,000 aggregate

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

Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish LAUSD with certificates of insurance evidencing such coverage. The Commercial General and Automobile Liability policies shall name the Los Angeles Unified School District and its Board of Education as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. The Contractor shall be required to provide LAUSD with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this Agreement at no additional charge.

SECTION II (Continued)

ADDITIONAL INSTRUCTIONS "FORM PSG-1"

1. Direct Labor

This category covers all of the types of labor (delineating different levels as appropriate) - that will be directly charged to the contract. (The Proposer is free to group labor in any categories that assist in managing the statement of Work as long as the costs are accumulated for the same categories that are used for estimating purposes. A "time-phased breakdown" of labor hours and rates reflects the fact that the process of estimating and analyzing labor costs normally considers hours and rates separately.)

a. Labor Hours

In cases where the Proposer has performed the same or similar Work in the past, the number of labor hours incurred will be considered factual data and must be presented in the Proposal. When the Proposer has no previous experience in performing the Work to be procured, the estimate of labor hours must be made by breaking down the projected Work into its constituent parts and projecting the labor hours necessary to perform each part of the Work. In most cases, each part of the Work can be compared to similar Work that the Proposer has performed in the past and this data can be used to support the estimate.

b. Labor Rates

Even if the Proposer has never performed the specific Work to be contracted for, there will be factual (auditable) information regarding the labor rates that have been paid to the various categories of employees to be used on the contract. This information must be included as part of the Proposer's cost or pricing data.*

*Note: Another factor that is assessed is the number of workers the Proposer expects to employ during the contract performance period. (If the number is increasing, average labor rates will normally go down while a reduction in the number of employees will normally increase the rate.)

2. Labor Overhead

Indicate the rates used and provide an appropriate explanation. Provide the method of computation and application of Proposer's overhead expenses, including cost breakdown and showing trends and budgetary data as necessary to provide a basis for evaluation of the reasonableness of proposed rates. Provide the reason for use of overhead rates which depart significantly from experienced rates (reduced volume, a planned major rearrangement, etc.).

3. Travel

Travel shall be itemized to include the number of trips, the number of people traveling, the estimated cost of the transportation (including mode), the per diem cost of each traveler, etc. Provide itemized supporting data on the second page of "Form PSG-1". Travel costs shall be limited to costs consistent with the District's Travel Policy which is summarized in Attachment A to Form PSG-1.

4. Subcontractors

Identify and provide total estimated cost for each subcontractor. Attach individual LAUSD "Form PSG-1(s)" for all proposed subcontractors.

5. Other Direct Costs (ODC)

Proposers charge a variety of costs directly to contracts to obtain more accurate cost allocation. Such costs are frequently sporadic in nature varying greatly from contract effort to another; however, Proposers must submit past data on such costs. (The Contract Administrator/Evaluation Team will assess each type of direct cost in terms of its relationship to the Work on the contract to determine if the Proposer is estimating a level of cost that is reasonable in the circumstances.) (Material costs, if any, shall be itemized and supported on the basis for pricing materials such as vendor quotes, shop estimates, or invoice prices, etc.) Provide itemized supporting data related to ODC on the second page of the "Form PSG-1".

6. General & Administrative (G & A)

If applicable, the allocation base for general and administrative expense is total expense before G & A. Identify the percentage used for G & A and the item numbers to which it is applied. Provide estimated cost.

7. Fee/Profit

Proposer shall provide the estimated fee/profit that is expected to be earned.

The cost and pricing data must be accurate, complete and current, and the judgment factors used in projecting from the data to the estimates must be stated in sufficient detail to enable the District to evaluate the Proposal.

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION III

ATTACHMENT A to FORM PSG 1

DISTRICT TRAVEL AND EXPENSE GUIDELINES

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

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

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

A. Auto Mileage

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

B. Air Travel

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

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

C. Combining Business Travel with Personal Travel

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

D. Air Travel Insurance

The District does not pay for air travel insurance.

E. Accommodations

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

F. Laundry

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

G. Entertainment

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

H. Auto Rental

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

I. Meals

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

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

J. Telephone Usage

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

K. Parking and Ground Transportation

Public transportation should be used whenever possible; however, if necessary, rental car expenses including gas will be reimbursed for authorized travel only. Cab fare (on a shared basis whenever possible) is reimbursable. Receipts shall be required to document all parking charges as well as other ground transportation charges.

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

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

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

L. General Parking

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

M. Tolls and Fees

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

N. Baggage Handling

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

O. Other Business Expenses

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

P. Unallowable Expenses

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

Q. Other Source of Information

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

END OF ATTACHMENT A

SECTION III (Continued)

ATTACHMENT B

DISTRICT TERMS AND CONDITIONS –

The following is the District's term and conditions. Proposers are advised to read the term and condition in their entirety. Any EXCEPTIONS to be taken shall be clearly noted, redlined and identified in the Proposers proposal. Unless exceptions are listed, there shall be no negotiation of these terms and conditions.

Exceptions cannot be taken to and will not be considered to the District Terms and Conditions Clause 20 – Indemnity, Clause 21 - Audit and Inspection of Records, Clause 24 - Liquidated Damages for failure to Deliver or Perform Services, Clause 38 - Debarment and Suspension Certification, and Clause 53 - Limitation of Liability.

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

CONTRACT NO. _____ - FOR PRODUCTS AND SERVICES UNDER
FEDERAL E-RATE PROGRAM

This Contract for products and/or services under the Federal E-Rate Program ("Contract") is made on
_____, 2015 (the "Effective Date")

between

hereinafter referred to as the "Contractor" and

LOS ANGELES UNIFIED SCHOOL DISTRICT

hereinafter referred to as the "District" or "LAUSD."

RECITALS

WHEREAS, the District wishes to purchase the specific products and services indicated herein from Contractor in a cost-effective manner;

WHEREAS, the District wishes to avail itself of the benefits and protections of the Federal E-Rate Program ("E-Rate"), which is administered by the Federal Schools and Libraries Division ("SLD").

WHEREAS, Contractor wishes to contract to provide the District with the specific products and services indicated herein and is willing to provide same pursuant to E-Rate program requirements;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the parties have agreed and do agree as follows:

1. **TERM OF CONTRACT** - The "Initial Term" of this Contract shall commence on the Effective Date and terminate on June 30, 2017, with two one-year renewal options, exercisable by the District in its sole and absolute discretion. The District shall notify the Contractor of its exercise of an option to renew not less than thirty (30) days prior to the expiration of the then current term.

Contractor shall not be authorized to perform under this Contract unless the District has issued Contractor a Notice to Proceed ("NTP") under this Contract for the twelve month period from July 1 of the then current calendar year (the "Service Commencement Date") through June 30 of the following calendar year (the "Deadline"). The "Period of Performance" for the applicable year is defined as the period commencing on the Service Commencement Date and ending on the next succeeding Deadline.

Contractor shall commence performance of the Statement of Work and its other obligations under this Contract on the Service Commencement Date immediately following issuance of the NTP for such twelve month period, and shall complete such obligations by no later than the next succeeding Deadline. The District may, in its sole and absolute discretion, extend the Deadline for Contractor's performance beyond June 30 of the applicable year, subject to the SLD's approval of such extension.

No later than April 30, 2015, Contractor shall provide the District with substantial evidence that it has taken and will take all actions required to assure that Contractor will be able to commence full performance of this Contract on July 1, 2015, including, without limitation, those actions set forth in Statement of Work and/or the Design Document, Test Plan, and Transition Plan, all attached hereto as Exhibit ___ and incorporated herein by reference (Exhibit ___ and the applicable sections of the Statement of Work, together constituting the "Transition Plan"). In any event, Contractor shall commence full performance of this Contract on July 1, 2015. If Contractor's failure to commence full performance of this Contract on July 1, 2015 (whether for failure to implement the Transition Plan or otherwise) is due to factors within Contractor's control (and not excused by Section 28, "Force Majeure" below) and such failure causes a reduction in the amount of E-rate funds payable by the SLD to Contractor or to the District, then Contractor shall pay the District the amount of such reduction in E-rate funds, and shall pay District all other damages or remedies permitted or required by applicable law or tariffs.

If Contractor's failure to complete its obligations under this Contract by the Deadline of the Applicable Period of Performance, is due to factors within Contractor's control (and not excused by Section 28, "Force Majeure" below) causes a reduction in the amount of E-rate funds payable by the SLD to Contractor or the District, Contractor nonetheless remains liable to complete all obligations under this Contract at no additional cost to the District.

In the event of a reduction in E-rate funds payable by the SLD or a reduction in matching funds payable by the District, the District shall have the option of terminating or modifying the Contract in the District's sole and absolute discretion by written notice to Contractor. Contractor shall submit an invoice for work performed and the District shall reimburse the Contractor to the extent Work has been performed by the Contractor and approved by the District, subject to the provisions of Section 28, "Payment on Reduction or Termination of SLD Funding".

2. **DUTIES OF CONTRACTOR** - Contractor shall provide the District with _____ products and services pursuant to Exhibit 2, Scope of Work ("Scope of Work"), Exhibit 3, Specifications ("Specifications") and Exhibit 4, Rate Schedule ("Rate Schedule"), which are attached hereto and made a part hereof. Specifically, the Contractor shall provide _____. In addition, Contractor shall perform the Scope of Work as requested or, when appropriate, pursuant to Exhibit 5, Work Schedule, attached hereto and made a part hereof.
3. **CONTRACT AMOUNT** - Contractor shall perform the Scope of Work on a Fixed Unit Rate basis, for actual labor and material provided, for an amount not to exceed \$_____, in accordance with Exhibit 4, Rate Schedule. Contractor hereby certifies and acknowledges that the prices stated in the Rate Schedule are the prices it will submit to the SLD, except as otherwise mutually agreed in writing. The District shall make payment(s) to the Contractor in accordance with Exhibit 1, Section 33 Invoices, and Payments.
4. **PROJECT MANAGER** - The District's Project Manager and/or representative shall be _____, or such other person as the District shall designate from time to time. The Contractor's Project Manager and/or representative shall be who is hereby designated as one of Contractor's Key Personnel. All contractual matters shall be directed to the District's Contract Analyst, _____, at _____ or by e-mail to _____, or such other person (and at such other telephone number and email address) as the District may designate from time to time.
5. **ACCESS TO COUNSEL; FURTHER ASSURANCES** - The parties acknowledge that each of them has fully discussed the contents of this Contract with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Contract. Accordingly, this Contract

shall not be construed as having been drafted by one party or the other. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Contract and the events leading up to this Contract. The parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Contract.

- 6. **GOVERNING LAW** - This Contract and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the substantive laws of the State of California without regard to its conflict of law rules. Any action or proceeding to enforce this Contract shall be commenced and maintained in the state or federal courts located in the City of Los Angeles, and the parties hereby consent to the exclusive personal jurisdiction of such courts.

Notwithstanding the foregoing, services under this Contract regulated by the California Public Utilities Commission or the Federal Communications Commission shall be subject to such regulation. With respect to such regulated services, this Contract shall at all times be subject to such changes or modifications as may be directed from time to time by the California Public Utilities Commission or Federal Communications Commission in the exercise of the respective commission's lawful jurisdiction (subject to either party's right to appeal). Regulated services (e.g., local or long distance telephone service) are subject to applicable tariffs and/or guidebooks.

- 7. **ENTIRE AGREEMENT** - This Contract and the exhibits and attachments hereto shall constitute the entire agreement between the District and Contractor. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by all parties hereto.

In the event of any conflict or inconsistency among the above components of this Contract, such conflict or inconsistency shall be resolved by giving precedence in the following order: (1) This Contract No. _____, for Products and Services under Federal E-rate Program and all Exhibits hereto: Exhibit 1, Terms and Conditions; Exhibit 2, Statement of Work; Exhibit 3, Specifications; Exhibit 4, Rate Schedule/List of Schools; Exhibit 5, Work Schedule; Exhibit 6, Contractors Code of Conduct; Exhibit 7, Key Personnel Roles and Responsibilities; Exhibit 8, Form of Data Use Agreement; (2) Contractor's Best and Final Offer dated _____, which is hereby incorporated by reference and made a part of this Contract as if attached hereto; (3) LAUSD Request for Proposal _____ with Clarifications 1 through ____, which is hereby incorporated by reference and made a part of this Contract as if attached hereto; (4) Contractor's Proposal dated _____, which is hereby incorporated by reference and made a part of this Contract as if attached hereto.

Terms and conditions in any District purchase order or Contractor invoice which are inconsistent with this Contract shall be void and of no effect and will not supersede any terms and conditions contained in this Contract.

- 8. **COUNTERPARTS** - This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile versions of this Contract shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below

DISTRICT

CONTRACTOR

Los Angeles Unified School District

By: _____

By: _____

Authorized Representative

George Silva, Chief Procurement Officer
Procurement Services Division

Title: _____

Date: _____, 20____

Print Name: _____

Date: _____, 20____

Federal ID No: _____

EXHIBIT 1, TERMS AND CONDITIONS TO CONTRACT

Unless otherwise specifically defined, all capitalized terms in this Exhibit 1 shall have the same meanings as set forth in the body of the Contract to which this Exhibit 1 is attached. Unless otherwise indicated, all references in Exhibit 1 to Section numbers are to Sections of this Exhibit 1.

1. AUTHORITY OF THE CHIEF PROCUREMENT OFFICER

Except as expressly specified in the Contract, the District's Chief Procurement Officer (the "CPO") 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 the District specified herein. Amendments and changes are subject to the provisions of Sections 7 and 10, respectively.

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 CPO as may be requested by the District or as specifically required by the Contract. All contractual matters shall be addressed to the CPO or designee.

3. INDEPENDENT CONTRACTOR

The Contractor represents that it is fully experienced and properly qualified to perform the services, equipment, goods, and other work ("Work") as described in the Statement of Work, the Specifications, Rate Schedule, Work Schedule and Key Personnel Roles and Responsibilities, Exhibits 2, 3, 4, 5, and 7, to the Contract, respectively and that it is properly licensed, equipped, organized, and financed to perform the Work.

The Contractor will provide all Work under this Contract as an independent contractor and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the District and 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. The Contractor shall perform the Work in accordance with its own methods, in compliance with the terms of the Contract.

Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Contractor to perform any Work for the District. In the event either party is held to be a partner, joint venturer, co-principal, employer or co-employer of the other, each party shall be responsible for any fines, penalties or taxes associated with its own employees.

Contractor shall be responsible for and indemnify, defend and hold District harmless from and against any and all liability for employment taxes, workers' compensation, disability, or unemployment compensation insurance, premiums or claims levied upon or attributable to the services rendered by Contractor and Contractor personnel, including but not limited to, all state and federal FICA, workers' compensation, disability, unemployment withholding taxes, premiums and claims.

4. SUBCONTRACTORS AND SUPPLIERS

a. Selection of Subcontractors

The District reserves the right of prior approval of all subcontractors. Upon the District's written request, Contractor shall immediately terminate any subcontractor or remove any subcontractor personnel from the Work, for any reason deemed appropriate by the District. Further, a subcontractor who is terminated or any subcontractor personnel who is removed at the request of the District, for any reason, shall not be re-employed on the Work. Nothing contained in the Contract or any subcontract awarded by the Contractor shall create any contractual relationship between any subcontractor and the District.

b. Documentation and Acceptance

The Contractor shall submit a copy of all executed subcontracts at any time within thirty (30) days of execution and a copy of applicable insurance certificates. Failure to submit subcontracts and insurance certificates within the required time period may prevent the subcontractor from being permitted to perform Work on the project.

c. Performance of Work

The Contractor shall:

Be responsible to the District for all acts and omissions of its own personnel, and of subcontractors, suppliers and their employees; and

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.

d. Acceptance of Subcontractor

The Contractor shall notify the District in writing of any proposal to utilize a new subcontractor or substitute a subcontractor in place of a subcontractor previously approved by the District. Prior to such substitution the Contractor shall secure the acceptance of the District. The Contractor shall submit the following information in a form containing the information below:

- i. Name of subcontractor
- ii. Location and Phone Number of Place of Business
- iii. Contact Person
- iv. Subcontractor's License(s) number and expiration date (if applicable)
- v. Current District SBE Compliance Certification Status (if applicable)
- vi. The portion of the Work that will be performed by each Subcontractor.

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

1. 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 performing the Work for any reason.

2. The Contractor shall not do any of the following without the prior written consent of the District:

- i. replace any previously accepted subcontractor; and/or
- ii. permit any previously accepted subcontract to be assigned or transferred.
- iii.

e. Flow-Down Requirements

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

2. Contractor shall include the following terms and conditions in all subcontracts with respect to the Work, further, by virtue of signing the subcontract such subcontractor agrees as follows:

- i. The subcontractor acknowledges and agrees that the Work being performed by it under the subcontract shall be performed in accordance with the Contract.
- ii. 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 the Contract.
- iii. 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.
- iv. 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 Contract, 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.

3. This Section 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.

4. 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 accordance with Section 37 "Insurance Requirements."

5. GOODS

a. The Contractor shall furnish all goods required to complete the Work, except those designated to be furnished by the District. Unless otherwise indicated in the Contract or notice to proceed, purchase order, or equivalent, if any (for the purposes of this Exhibit 1, "NTP"), goods 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 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 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 or processes subject to the right of the District to accept or reject such alternative. Contractor may provide refurbished replacement equipment, subject to the District's approval.

b. Unless otherwise specified in the Contract, any goods 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. Contractor shall also store all goods in a manner that facilitates inspection by the District.

6. STANDARDS OF PERFORMANCE

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 nature similar to the Work. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that the District will 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.

7. UNAUTHORIZED ACTIONS; AMENDMENTS

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

No District employee or officer, except the CPO, or designee, may authorize any amendments to the Contract, issue a NTP, or make revisions to NTPs.

8. CONTRACT TERMINATION

a. Termination for Funding Restriction

If the District is not appropriated adequate funds for or to continue the Work under the Contract, either by the Board of Education or the SLD, the District shall provide written notification to Contractor of non-appropriation of funds (the "Non-Appropriation Notice"). In such event, the District shall have no further liability hereunder except with respect to payment for Work performed or delivered, up to the date of Contractor's receipt of the Non-Appropriation Notice. Notwithstanding the preceding sentence, in the event that the District terminates the Contract after the District has issued a NTP to Contractor, the District's obligation to pay for Work performed and delivered shall be as set forth in Section 28A, "Payment on Reduction or Termination of SLD Funding." This Contract shall terminate effective as of the date of the Non-Appropriation Notice unless the Non-Appropriation Notice specifically provides otherwise.

b. Termination for Convenience

The District may terminate the Contract, in whole or in part, at any time without cause upon a minimum thirty (30) days' notice to Contractor, in which case the following provisions shall apply:

1. The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables or portions of the Work.
2. The District shall pay Contractor within sixty (60) days after receipt of invoice from Contractor for:
 - i. Any Work not yet delivered which has actually been performed by Contractor (pro-rated on a percentage completion basis for any Work at a fixed price) except to the extent of a good faith dispute by the District as to their completion.
 - ii. Any amounts previously invoiced to District that remain unpaid and are not subject to a good faith dispute by District.
 - iii. Payment for any Work specified to be delivered under the notice of termination provided by the District (which pricing shall be derived from the Rate Schedule and, notwithstanding the

foregoing, which payment shall not be due until sixty (60) days after the District's acceptance of such Work).

- iv. All of Contractor's non-cancelable, prepaid and unrecoverable expenses incurred or paid by Contractor under this Contract and any reasonable project wind-down expenses incurred by Contractor in connection with the termination of Work which shall not exceed an amount to be determined as follows: Contractor shall provide to District an estimate of such expenses within the first sixty (60) days after the Effective Date, which estimate Contractor shall finalize within thirty (30) days after the beginning of the Period of Performance (after which time said not to exceed amounts may not be changed without mutual agreement of the parties) and which shall include all the major categories of such expenses, including fees of subcontractors and leases.

3. No other payments shall be due to Contractor other than those specified above.

4. Any payments made by District to Contractor for Work that Contractor did not actually perform for District or portions thereof the District has not yet received or accepted, shall be promptly refunded to District or, at the District's option, may be credited against amounts owed to Contractor.

c. Termination for Breach by the District

In the event of a material breach of this Contract by District, the Contractor shall give the District notice thereof, and if such material breach is for non-payment of undisputed amounts due, or for any other material breach, and the District fails to cure such breach within forty-five (45) days of receiving such notice, Contractor may stop providing services to District and terminate this Contract, in whole or in part, by written notice to the District, effective as of the date specified in the notice of termination.

d. Termination for Breach by the Contractor

Cure Notice. If the Contractor has committed a material breach of the Contract, the District will send a cure notice ("cure notice") to the Contractor. The District may send such cure notice to each known assignee, guarantor, or surety of the Contractor. The Contractor shall have thirty days from receipt of the cure notice (the "cure period") to cure its breach. During the cure period, Contractor shall sustain performance in all areas not affected by the cure notice.

Termination Notice. The District may terminate the Contract, in whole or in part, by written notice, effective as of the date specified in the notice of termination (without limitation on other remedies that may be available to it under the Contract, at law or in equity), if the Contractor has failed to cure the material breach described in the cure notice or to make adequate progress to cure the such breach within the cure period, or if the Contractor fails to pay any non-tax debt owed to the federal government or the Federal Communications Commission in a timely manner, as required by 47 C.F.R. §1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996.

For the purposes of the foregoing provision "material breach" shall mean the failure by the Contractor to perform any material obligation.

e. Termination for Bankruptcy

If the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or, as debtor, shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then (at the option of the District) the Contract shall terminate and be of no further force and effect.

f. Transition on Termination; SPIN Change

1. In the event of a termination of the Contract for whatever cause, whether by the District or the Contractor including without limitation, termination pursuant to Section 47, "Budget Contingency:"
 - i. the District shall nonetheless continue to have all rights to use and maintain for its own benefit any and all Work completed and delivered as if no termination had taken place, subject to payment for such Work;
 - ii. Contractor shall provide those certain transition services identified in the Statement of Work or herein and, if the Contract was terminated by District for convenience, the District shall pay for such services at the applicable hourly or monthly rates, or applicable service rates, set forth in the Pricing Schedule and reimburse Contractor for all reasonable out-of-pocket expenses incurred in connection with the performance of such services;
 - iii. Contractor shall deliver to the District all material and information as may have been involved in the provision of the Work, whether provided by the District or generated by the Contractor in the performance of this Contract, whether completed or in process, excluding Contractor's Pre-Existing Items, as defined in Section 9(c), "Rights in Property."
2. In the event of a termination, the District may thereafter engage such contractor or contractors as it determines in its sole discretion to provide any of the Work not yet provided by Contractor to the District or any other services the District determines in its sole discretion to be necessary or convenient, or the District may perform such Work or services itself.
3. If the termination is due to Contractor's material breach of the Contract or otherwise pursuant to Section 8(d), "Termination for Breach by Contractor", the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The commercially reasonable excess costs and expenses of completing the Work (whether the Work is performed by the District or contractors), or any other costs or damages otherwise resulting from such material breach or contract termination pursuant to Section 8(d), will be charged to the Contractor, and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to Contractor from 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. In the event of a termination of the Contract for whatever cause, including without limitation, any termination pursuant to this Section 8 or pursuant to Section 48, "Budget Contingency," the District reserves the right to select a new vendor by requesting a change of the Service Provider Identification Number ("SPIN") with the SLD pursuant to SLD guidelines, rules, and/or regulations.
5. The Contractor shall invoice the District no later than sixty (60) days after the effective date of the termination for all amounts due to the Contractor from the District under the Contract.

g. Contractor's Exclusive Remedy

The remedies set forth in this Section 8 shall constitute the Contractor's exclusive remedy for any termination hereunder. Except as specifically set forth in Section 8(a), "Termination for Funding Restriction" or Section 8(b), "Termination for Convenience," the Contractor's damages as a result of any termination under this Section 8 shall subject to the limitations set forth in Section 51, "Limitation of Liability." The rights and remedies of the District provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and are subject to the limitations provided in this Contract.

h. SPIN Change

In any event (including without limitation, whether or not this Contract shall have been terminated, and regardless of whether the Contract is being terminated for breach, convenience or otherwise) the District reserves the right to

select a new vendor by requesting a change of the Service Provider Identification Number (“SPIN”) with the SLD pursuant to SLD guidelines, rules, and/or regulations.

1. Title

- i. 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 Contractor's delivery to and acceptance of such District Property by the District.
- ii. 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.
- iii. The title transferred as described above shall in each case be good and marketable, and free and clear from any and all debts, liens, security interest, mortgages, taxes, charges, claims, or encumbrances. The Contractor shall not pledge or otherwise encumber the District Property in any manner that would result in any debts, liens, security interest, mortgages, taxes, charges, claims, or encumbrances upon or against the District Property.
- iv. The Contractor shall promptly execute, acknowledge, and deliver to the District proper bills of sale or other written instruments of title for the District Property in a form as required by the District; said instruments shall convey to the District title to District Property free and clear of debts, liens, security interest, mortgages, taxes, charges, claims, or encumbrances.
- v. Excluding licensed software and other mutually agreed upon products, all deliverables and products developed and delivered in association with the Work shall be the property of and belong solely to the District.
- vi. Contractor shall retain all right, title and interest in any Licensed Software and copies thereof.

2. The District Property shall be used by Contractor only for performing Work under the Contract, unless otherwise provided in the Contract or approved by the District's CPO.

9. 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 Contractor's delivery to and acceptance of such District Property by the District.
- 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 marketable, and free and clear from any and all debts, liens, security interest, mortgages, taxes, charges, claims, or encumbrances. The Contractor shall not pledge or otherwise encumber the District Property in any manner that would result in any debts, liens, security interest, mortgages, taxes, charges, claims, or encumbrances upon or against the District Property.
- 4. The Contractor shall promptly execute, acknowledge, and deliver to the District proper bills of sale or other written instruments of title for the District Property in a form as required by the District; said instruments shall convey to the District title to District Property free and clear of debts, liens, security interest, mortgages, taxes, charges, claims, or encumbrances.
- 5. Excluding Pre-Existing Items (defined in (c) below) and other mutually agreed upon products, all deliverables and products developed and delivered in association with the Work shall be the property

of and belong solely to the District.

b. The District Property shall be used by Contractor only for performing Work under the Contract, unless otherwise provided in the Contract or approved by the District's CPO.

c. Notwithstanding anything herein to the contrary, nothing shall waive or otherwise impair District's, Contractor's or a third-party's ownership of or other rights in any portions of Work, data, information or other intellectual capital, developed or acquired prior to or otherwise developed independent of this Contract, or derivatives thereof (collectively, the "Pre-Existing Items"). No party shall gain any ownership rights in the other party's Pre-Existing Items or any derivative works thereof.

10. CHANGES

a. The term "Change(s)," as used herein, means substitutions, additions, or deletions which result in revisions to the Contract or NTP. Any work performed by the Contractor to correct Work which does not comply with the terms and conditions of this Contract, or to correct defective Work caused by the Contractor's negligent acts, errors or omissions, shall not constitute a Change.

b. The District may at any time, and from time to time without invalidating the Contract or NTP, make Changes in the Work. The District and Contractor will 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 Change prior to mutual agreement regarding costs and schedule for the Change. 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 NTP through the issuance of a Contract amendment. All of the provisions of the Contract shall apply to Changes. Upon receipt of a Contract amendment, approved by the District, the Contractor shall continue performance of the Work as modified by the Contract amendment.

c. If a fixed fee is a part of the compensation for the Contract, it is the agreed intent of the parties that the fixed fee is an amount fixed at the inception of a NTP 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 issued hereunder may, but will not automatically, result in a change to the fixed fee.

d. In the event that this Contract includes calling plans for District-liable lines, a designated representative of the District will be authorized to make Changes for calling plan and other changes for District-liable lines. Such designated representative shall be able to change calling plans among the calling plans the District is eligible for, provided the District has met the requirements of the specific plan terms and conditions. The designated representative may contact Contractors' customer service to review and make the requested change(s). Additionally, such designated representative of the District may make certain other changes that are consistent with Contractor's policies that apply to government and corporate accounts. Contractor will work with the District to facility a mutually agreeable procedure for ordering and modifying calling plan service. Calling plan Changes shall be effective without the parties executing an amendment to this Contract.

11. ASSIGNMENT

a. The Contractor shall not assign (including assignment by operation of law), transfer, convey, or otherwise dispose of the Contract (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of the District and the surety on the Contract bonds (if applicable), which consent the District may withhold in its sole and absolute discretion. Any assignee shall possess all required licenses, registrations, certifications and regulatory approvals to continue providing without interruption all Work specified in this Contract, including but not limited to the provisions of discounts under the federal E-Rate

program. The assignee shall have a Service Provider Number prior to the assignment. The assignment is subject to approval for the SPIN change from the SLD.

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. 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. Contractor reserves the right to assign the Contract to any present or future affiliate, subsidiary or parent corporation of Contractor upon notice to, but without securing the District's consent, and may grant to any such assignee the same rights and privileges Contractor enjoys under this Contract; provided that in each instance:

- i. the assigning party remains responsible under this Contract;
- ii. the assigning party executes and delivers to the District the Guarantee in the form of Exhibit 9;
- iii. the assignee has a Service Provider Identification Number prior to the assignment;
- iv. the assignee is an eligible Service Provider under applicable law;
- v. the assignee and any of its principals: are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and
- vi. the assignee receives approval for the SPIN change from the SLD.

12. SEVERABILITY

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Contract or NTP 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, Subarticles, paragraphs, sentences, clauses, or phrases of the Contract, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract or NTP.

13. 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.

Service is offered subject to the availability and operational limitations of the necessary systems, facilities, and equipment. Except as otherwise specified in an Addendum, regulated Services (e.g., local or long distance telephone service) are subject to applicable tariffs and/or guidebooks (generally available at www.sbc.com or from the Contractor's Account Team). The District and any District end-user use of service shall at all times comply with applicable laws, regulations and any written or electronic instructions for use.

14. PUBLIC RECORDS ACT

a. All records, documents, drawings, plans, specifications and other information relating to conduct of the District's business, including information submitted by the Contractor shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code Sections 6251 et. seq.). The District's use and disclosure of its records are governed by the California Public Records Act. The District will not advise Contractor 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 Contractor, the District's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. Contractor, 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 defend, indemnify and hold the District harmless from all losses, costs and expenses including attorneys' fees, in connection with any such action, including without limitation losses, costs and expenses arising out the District's failure to provide, or delay in providing, the information requested by a Public Records Act request.

15. AGENT TO ACCEPT SERVICE

The Contractor shall maintain a duly authorized agent to accept service of legal process on its behalf, and shall keep the District advised of such authorized agent name and address during the duration of the Contract and for three (3) years after final payment, or as long as the Contractor has warranty obligations, whichever period terminates later. In the event that no such duly authorized agent is on file with the District, the Contractor agrees that the Secretary of State of the State of California shall be the Contractor's authorized agent for service of legal process.

16. NO WAIVER

Failure of either party 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 either party of any breach of any provision of the Contract shall constitute a waiver of any other breach or breach of such provision. Failure or delay by either party 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 such party to insist upon strict performance of the obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

17. CONFIDENTIALITY

a. Each party agrees that for and during the entire term of the Contract, any information, data, figures, records, findings and the like received or generated by a party (the "Receiving Party") in the performance of

the Contract, that is marked as confidential, and concerns the other party shall be considered and kept as the private and privileged records of the Receiving Party and will not be divulged to any person, firm, corporation, or other entity except on the direct authorization of the other party. The Receiving Party shall hold such confidential information in confidence with the same degree of care with which it protects its own proprietary information, but in any event at least reasonable care. Further, upon termination of the Contract for any cause, the Receiving Party agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will 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 other party.

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.

Except with respect to information regarding the District's Board of Education, employees, faculty, parents, or students, the parties shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in each party's possession, is independently developed by the party outside the scope of the Contract, or is rightfully obtained from third parties. The Parties also may disclose information which is required to be disclosed under the California Public Records Act, Government Code Section 6251 et. seq. or as otherwise required by law. If Contractor is required by law to disclose information, Contractor will give the District reasonable notice, as circumstance allows.

Contractor's obligation of confidentiality and non-disclosure under this Section 17 shall also apply to information regarding the District's Board of Education, employees, faculty, parents, or students, regardless of whether is it marked confidential. Contractor's obligations under this Section 17 shall survive the termination or expiration of this Contract.

b. In the event Contractor shall have access to student personally identifiable information, Contractor and District shall enter into a Data Use Agreement in the form of Exhibit ____, attached hereto and made a part hereof.

18. DISCRIMINATION

In connection with the performance of Work provided for under this Contract, Contractor agrees that it will 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.

19. VEHICLE SAFETY AND SECURITY

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

Contractor's 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, will be furnished by the District Branch or Office supervising the Work. 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).

The Contractor's drivers shall observe all applicable ordinances and/or restrictions pertaining to operating times and noise abatement.

The Contractor shall obtain on a timely basis any DMV Biannual Inspection of Terminal (BIT) required by law. The Contractor shall immediately notify the District of any inspection failure.

Contractor's representatives operating vehicles on District property shall use extreme caution at all times, with a maximum speed of 5 M.P.H. Contractor's vehicles driving onto campuses must have two escorts (one in front and one in the back of the vehicle).

20. INDEMNITY

The Contractor shall hold harmless and indemnify the District and the Board of Education of the Los Angeles Unified School District, 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, arising from the negligence or willful misconduct of the Contractor, 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 negligent act, negligent omission, or willful misconduct 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 provided the District: (i) shall have followed Contractor's reasonable instructions for use of the Intellectual Property associated with the Equipment; (ii) shall not have modified the Equipment unless previously authorized by Contractor. In addition to accepting responsibility for any liability that may be incurred by District for such infringement, Contractor shall, at its option, either (i) acquire the rights to utilize the Intellectual Property; (ii) in accordance, as applicable, with E-rate rules and regulations, substitute other functionally equivalent products meeting the bid specifications for the infringing units or modify the infringing units so that they no longer infringe; or (iii) accept return of the infringing units, providing District with credit for the remaining value of any returned units. These options may be exercised by Contractor at any time after notification of an alleged infringement but shall not affect Contractor's obligation to indemnify District for any liability that may be incurred as a result of a finding of infringement. **THIS PARAGRAPH STATES THE ENTIRE LIABILITY OF CONTRACTOR WITH RESPECT TO THE INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADEMARKS BY THE EQUIPMENT PROVIDED UNDER THE 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 claims or demands, and satisfy any judgment that may be rendered against the District or the Board therein; provided, however, 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.

21. AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain, and the District shall have the right to 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, etc.), sufficient to properly reflect all costs claimed to have been incurred, or anticipated to be incurred, in performing the Contract.

The Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs, or other authentic reproductions thereof) available to the District, at the District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The Contractor and its subcontractors and suppliers shall keep and preserve all such records for a period of at least 10 years from and after final payment or if the Contract is terminated in whole or in part until 10 years after the final Contract close-out. The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of the Contract 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.

Pursuant to 47 CFR 54.516, Contractor and all of its subcontractors shall be subject to audits and other investigations to evaluate Contractor's compliance with the statutory and regulatory requirements for the E-rate program, including those requirements pertaining to what services and products are purchased, what services and products are delivered, and how services and products are being used. All such information shall be subject to inspection and audit by the District and FCC, SLD, USAC, and their respective contractors and representatives. Contractor shall assure compliance by its subcontractors with FCC, SLD, and USAC requirements on document retention and auditing. Contractor shall include in all of its subcontractor agreements for services and/or products, provisions that require the subcontractors to maintain the above-described records and to allow the District and FCC, SLD, USAC and their respective contractors the same right to inspect and audit those records as set forth herein.

The District shall cause any person retained by it for this purpose to execute a non-disclosure agreement. The District's normal internal invoice reconciliation procedures shall not be considered a review of Contractor's relevant billing records.

22. ENVIRONMENTALLY PREFERRED PRODUCT PROCUREMENT PROGRAM

The 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 of 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.

23. ENVIRONMENTAL PREFERENCE

- a. The District may give a preference, all other factors being equal, for environmentally preferable products.
- b. 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.
- c. Contractor shall offer environmental alternatives to virgin products in response to specifications. Suppliers of goods and materials with recycled content will 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.
- d. The District may contract with Contractor for product servicing and product life extension service. To the maximum extent feasible, Contractor shall provide machinery and electronic equipment which, when the District ceases using it, is returnable by the District to the manufacturer or Contractor for credits or recycling. At the District's request and option, Contractor shall assist the District in disposing of such machinery and electronic equipment, including at public auction.

24. LIQUIDATED DAMAGES FOR FAILURE TO DELIVER OR PERFORM SERVICES

- a. If the Contractor fails to deliver the supplies or performs the services or Work within the time specified in this Contract, or any extension thereof, the Contractor shall, in place of actual damages, pay to the District as fixed, agreed, and liquidated damages for each calendar day of delay. It is agreed by District and Contractor that, because it would be impractical and extremely difficult to fix the actual damages to the District should the Work not be completed in accordance with the Milestones and/or Contract Time, there shall be assessed as liquidated damages, not as a penalty, but rather an approximation of all such damages, and within the parameters of, without limitation, Public Contract Code 7102, the parties establish the sum of \$750 for each day (per site) thereafter the Work remains incomplete beyond the Milestones and/or Deadline, plus any authorized adjustments. The District shall have the right to set off liquidated damages against funds otherwise due and payable to the Contractor, and/or to recover such amounts from Contractor or under the performance bond.
- b. Alternatively, if the delivery or performance is so delayed, the District may terminate the Contract in whole or in part under the Termination for Default clause of the Contract and in that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time the District may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.
- c. The Contractor shall not be charged with liquidated damages when the delay in the delivery or performance arises out of a Force Majeure Event, subject to the satisfaction of the conditions set forth in Section 28, Force Majeure.
- d. Any liquidated damages or other amounts owed by Contractor to the District may be set off against any sums otherwise owed by the District to the Contractor.

25. FINGERPRINTING

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

- a.** Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ");
- b.** Prohibit employees of Contractor from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1;
- c.** Certify in writing to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and
- d.** Provide a list of the names of Contractor's employees who may have contact with pupils to the District administrator for this Agreement. This list shall be updated for employee changes and shall list employees by appropriate school site.
- e.** The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

26. SLD FUNDING CONDITION

The District intends to apply for funding for the Work from the E-Rate program. Therefore, Contractor must be a Service Provider registered with the SLD. In addition, Contractor must be properly licensed by the California State Contractors License Board with a B (General) if Contractor will be performing or supervising construction or public project as defined in California Public Contract Code Sec. 22002.

While the District's written notification of its selection to Contractor will constitute the award of a contract, the commencement of work and all payments to Contractor are subject to issuance of a NTP. Contractor is responsible for maintaining contact with the District to ensure all milestones are met. Under no circumstances shall the commencement of work start prior to July 1 of the applicable E-Rate funding year. The District shall have no obligation, financial or otherwise, to Contractor prior to the issuance of a NTP under the Contract to Contractor. The District reserves the right to modify or terminate the Contract based on the funding level approved by the SLD. The District will notify Contractor of any changes in writing.

27. ISSUANCE OF NOTICE TO PROCEED BEFORE E-RATE FUNDING AND REBATES

Notwithstanding the foregoing, the District may in its sole discretion issue a NTP to Contractor before the SLD funds the Work. If, at the time District's issuance of the NTP, the SLD has not funded any or all amounts of the Contract, the District reserves the right to 1) issue a NTP for reduced services, 2) reduce the number of accounts/sites, or 3) terminate the Contract. If the SLD funds the Work after the NTP is issued to Contractor, the District will amend the NTP to reflect SLD funding. If the District remits payment to Contractor under the NTP for any products and/or services which qualify for E-Rate funding, Contractor shall reimburse the District the portion, percentage, or amount which qualifies for E-Rate funds and apply to the SLD for payment of such portion, percentage, or amount of products and/or services. Alternatively, the District may, in its sole discretion, reduce the amount of matching funds it is required to pay to Contractor in an amount equal to the portion,

percentage, or amount of the payments made by the District under the NTP that can be satisfied by E-Rate funding. Rebates or reimbursements shall be provided to the District within thirty (30) calendar days from date of the District's request, or the District reserves the right to withhold payments on future invoices as a setoff for such rebates. It is the responsibility of the Contractor to submit invoices to the SLD for payments, for the portion of the products and/or services that qualify for E-Rate discounts.

The District reserves the right to reduce the scope and contract award if SLD funding is reduced, and/or if the SLD funds after July 1 of the applicable E-Rate year.

CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE E-RATE RULES AND REGULATIONS AS ESTABLISHED BY THE SCHOOLS AND LIBRARIES DIVISION (SLD) OF THE UNIVERSAL SERVICE FUND ADMINISTRATIVE COMPANY (USAC) AND THE FEDERAL COMMUNICATIONS COMMISSION (FCC). TO THE EXTENT ANY PROVISIONS SET FORTH IN THIS CONTRACT CONFLICT WITH OR CONTRAVENE THOSE RULES AND REGULATIONS, CONTRACTOR WILL PROCEED UNDER SECTION 50, "JOINTLY SEEK CLARIFICATION OF E-RATE REQUIREMENTS." SUBJECT TO SECTION 50, CONTRACTOR WILL COMPLY WITH THE APPLICABLE E-RATE RULES AND REGULATIONS. TO CONTRACTOR'S KNOWLEDGE AT THE TIME OF SIGNING, CONTRACTOR IS NOT AWARE OF ANY PRESENT CONFLICT.

28. PAYMENT ON REDUCTION OR TERMINATION OF SLD FUNDING

In addition to any other rights of the parties under this Contract, including without limitation those set forth in Section 1 of the Contract, "Term of Contract"; Section 8(a) of Exhibit 1, "Termination for Funding Restriction"; Section 26 of Exhibit 1, "SLD Funding Condition"; Section 27 of Exhibit 1, "Issuance of Notice to Proceed before E-rate Funding and Rebates"; and Section 48 of Exhibit 1, "Budget Contingency," in the event that, after the District has issued a NTP to Contractor, the SLD notifies the District in writing that the SLD is terminating or reducing funding with respect to the Work:

- (i) the District shall pay Contractor for all Work performed and all equipment delivered by Contractor which have been observed and verified by the District as being in compliance with this Contract, and for which Contractor has invoiced the District prior to the date upon which the District received such notice from the SLD of funding termination or reduction ("SLD Notice of Decreased Funding Date"); provided however that such Work and equipment are in compliance with the terms and conditions of the Contract; and
- (ii) In the event that invoice payments are made by the SLD using Service Provider Invoice Forms (SPIF), then District shall pay Contractor the applicable designated percentage match, or in the event that invoice payments are made by the SLD using Billed Entity Applicant Reimbursement, then Contractor shall pay to District the amounts paid by SLD to Contractor, in accordance with applicable E-rate rules, and District will pay the Contractor the Contract price for any E-Rate ineligible goods and services with respect to any Work performed or any equipment delivered prior to the SLD Notice of Decreased Funding Date which has been observed and verified by the District as being in compliance with this Contract, but for which Contractor has not invoiced the District; provided however that such Work and equipment are in compliance with the terms and conditions of the Contract.

Notwithstanding the foregoing, District shall not be obligated to pay Contractor for Work performed and delivered by Contractor, whether before or after the SLD Notice of Decreased Funding Date, in the event that the SLD reduced or terminated E-rate funding or reimbursement with respect to the Work as a result of any of the following: (a) the Contractor failing to follow all applicable E-rate related statutes, rules and regulations either with respect to this Contract, or with respect to any other contract with the District or another entity; (b) Contractor's breach of this Contract; or (c) Contractor providing the District or the SLD with inaccurate

information in connection with the District's Form 471 filing, Form 474, or in connection with an SLD audit.

29. PAYMENT OF PREVAILING WAGES; PROJECT STABILIZATION AGREEMENT

a. Prevailing Wage

Pursuant to California Labor Code 1771.5, the Owner requires contractors to pay the prevailing wage for each craft or class employed for projects in excess of \$25,000 when the project is for construction work, or for projects in excess of \$15,000 when the project is for alteration, demolition, repair, or maintenance work. The Los Angeles Unified School District operates an approved Labor Compliance Program, which shall be enforced on public works projects that exceed the monetary thresholds mentioned-above. Copies of the prevailing wage rates of per diem wages are available at www.laschools.org/contractor/lc or www.dir.ca.gov/dlsr/pwd. For questions or assistance concerning the Labor Compliance Program, contract the Labor Compliance Office at (213) 241-4665 or lcp@lausd.net or go to www.laschools.org.

b. Project Stabilization Agreement

The Project Stabilization Agreement (“PSA”) applies to all construction and major rehabilitation work pursuant to prime multi-trade construction contracts that exceed \$175,000 and all prime specialty contracts that exceed \$20,000 that are funded in whole or in part by monies from Proposition BB, Measure K, Measure R and/or future propositions or measures as set forth in Article 2 of the PSA. If the PSA applies to this Work, the Contractor and all subcontractors of every tier are required to abide by its terms. Contractor agrees to be bound by the PSA and to require all subcontractors of every tier to do so. For information pertaining to PSA, Contractor can refer to the following web address: <http://www.laschools.org/contractor/psa/>.

30. FORCE MAJEURE

The parties to the Contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", including fire, flood, earthquake, or weather more severe than normal; strike, lockout, or other work stoppage; loss or shortage of transportation facilities; freight embargoes; epidemics or quarantine restrictions; acts of a public enemy, war or civil disturbances; commandeering of materials, products, plants or facilities by the government; or any other cause not in the reasonable control of Contractor (each a "Force Majeure Event") provided that:

- a. The Force Majeure Event did not result from the fault or negligence of the party not performing;
- b. Contractor has taken reasonable precautions to prevent further delays owing to such Force Majeure Event; and
- c. Contractor notifies the District in writing of the Force Majeure Event causing the delay within five (5) days from the beginning of any such delay, or, with respect to a strike, lockout, or other work stoppage, within twenty-four hours (24) hours from the beginning of such delay. Failure of the Contractor to notify the District timely shall entitle the District to pursue such remedies as are available under the provisions of the Contract.
- d. If requested by the District, Contractor shall provide the District with reasonable evidence demonstrating that the Force Majeure Event has occurred, and that such Force Majeure Event has caused such non-performance or delay.

31. EXTERNAL ORDER OF PRECEDENCE

Any inconsistency in the Contract shall be resolved by giving precedence in the following order: (a) any TP issued during the term of the Contract the form and substance of which has been approved by both parties, (b) the Contract and all Addenda attached thereto, and (c) any applicable tariffs or guidebooks.

32. PERSONNEL

The key personnel of Contractor assigned to perform the Work and their respective roles are identified in Exhibit 7, Key Personnel Roles and Responsibilities (the "Key Personnel"). Except in the case where any Key Personnel (i) voluntarily resigns or takes a leave of absence from Contractor, (ii) is terminated by Contractor, (iii) fails, in Contractor's sole and exclusive determination, to perform his or her duties and responsibilities pursuant to this Agreement, or (iv) dies or otherwise is rendered unable to work: Contractor shall not change any Key Personnel or reassign any of the Key Personnel to other projects without District's prior written approval and until a satisfactory replacement has been approved by District. Contractor shall submit to District written documentation of the qualifications for a proposed replacement to any of the Key Personnel, and any proposed replacement must be approved by the District, regardless of the reason for the removal or reassignment of the Key Personnel requiring the replacement.

In addition, the District reserves the right to approve, reject, and/or remove other Contractor personnel based upon qualifications and/or performance, including without limitation, violations of law. Further, an employee or other Contractor personnel who is removed at the request of the District, for any reason, shall not be re-employed on the Work.

33. INVOICES AND PAYMENTS

All invoices must be sent to the following address below:

Mail One Original Invoice to:

Los Angeles Unified School District
Accounts Payable Branch
333 S. Beaudry Ave., 27th Floor
Los Angeles, CA 9001

Mail One Original Invoice and One Copy to:

Los Angeles Unified School District
Information Technology Division
Attention: _____
333 S. Beaudry Avenue, 10th Floor
Los Angeles, CA 90017
(213) 241-_____

All invoices submitted for payment must include the following:

- > Date of Invoice (submission date to the District)
- > Dates of Services
- > District Contract Number
- > Purchase Order Number
- > SLD 471 application number
- > Funding Request Number
- > The same firm name for Contractor as shown on the Contract.

Contractor will submit invoices in accordance with the Contract and will comply with the rules of the E-Rate Program and FCC Rules and Regulations.

Contractor shall submit a separate bill/invoice for each order filled. The District shall have the right to withhold payment as a "set off" against amounts due, or that become due, to the District under this Contract and any other contracts between the District and the Contractor.

The District shall pay the Contractor the amount of the Contract in accordance with SLD funding rules and regulations as follows:

a. Contractor shall invoice monthly for products and services delivered and accepted by the District, in arrears, and invoice the SLD and the District respectively. The invoices shall clearly show the respective percentage or portion of the cost for which the SLD and the District are responsible. Contractor must invoice as directed on the NTP and as discussed below.

Contractor shall only invoice for Work performed and tasks contained in the Contract and/or Scope of Work. Invoicing shall be commensurate with the progress of the project and the actual work completed as identified in the respective invoice to both SLD and LAUSD. The Contractor shall provide complete copies of the "Certified Payroll" forms, if applicable, along with the corresponding invoicing. For any changes or substitutions, a service substitution must be submitted, as outlined in the SLD regulations.

Payment on such changes or substitutions will be made only after the SLD has approved the service substitution. Invoices shall not exceed the value of the Contract.

Upon approval and receipt of the final invoice, any subsequent invoices shall be paid at the discretion of the District. Final invoices must be identified as such in writing (Release of Claims form, DVD Attachment). LAUSD acknowledges that applicable law or tariffs may impose requirements for notice to Contractor of any LAUSD objections to invoices.

b. Service Provider Invoice Forms ("SPIF") - The discount funding awarded by the SLD for the Work will be paid directly by the SLD to Contractor. Prior to submitting SPIFs for payment to the SLD, Contractor must submit the SPIFs and Service Certifications to LAUSD for review and approval, or written notice of specific objections thereto, within thirty (30) business days of District's receipt thereof.

LAUSD acknowledges that applicable law or tariffs may impose requirements for notice to Contractor of any LAUSD objections to invoices. Contractor's invoices must comply with the E-rate program requirements and all other requirements specified in the Contract. Contractor will submit SPIFs and Service Certifications for LAUSD approval only for Work already completed. LAUSD intends to confirm that Contractor has completed the invoiced Work prior to approving a SPIF and Service Certifications for submission to the SLD, either through its Pre-Final Inspection or by other means acceptable to LAUSD in its sole discretion.

Contractor is solely responsible and liable for compliance with all SLD procedures and requirements pertaining to vendors, including but not limited to SLD requirements for submitting SPIFs. Contractor is also solely liable for repayment to the SLD of E-rate discount funding paid improperly as a result of Contractor's failure to follow SLD procedures and requirements and/or improper billing by the Contractor. LAUSD is not liable for a) any delays in payment by the SLD to Contractor except to the extent caused by the District's failure to follow SLD requirements; or b) nonpayment by the SLD to Contractor except to the extent caused by the District's failure to follow SLD requirements, and in each instance to the extent Contractor has complied with Section 49, "Jointly Seek Clarification of E-rate Requirements" below. In the event of nonpayment to Contractor by SLD, District shall work with Contractor to dispute the decision by the SLD and to file any necessary documentation. Contractor will not seek payment from the District for nonpayment by the SLD until the SLD provides a final decision and the parties meet to reasonably allocate responsibility for nonpayment. If parties are not able to reasonably allocate responsibility for nonpayment, the parties may pursue remedies available in the Contract.

The identification in this Contract of certain services as "eligible" or "non-eligible" for E-rate funding is not dispositive, nor does it suggest that this or any other services in this Contract will be deemed eligible for such funding. The Parties will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the SLD website: (<http://www.usac.org/sl/>) This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This

guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of District's e-rate application for this Contract. Contractor will provide documentation to assist the District in connection with the e-rate application. This assistance will be provided solely on matters relative to the functionality of the services and products which comprise the network or the Work.

Nevertheless, the responsibility for the Form 471, except with respect to information provided by Contractor, is with the District. Contractor is not responsible for the outcome of the SLD's decision on these matters, except with respect to information provided by Contractor.

c. Billed Entity Applicant Reimbursement ("BEAR") - The District will verify goods and services from Contractor and corresponding payments prior to filing the Billed Entity Authorization Reimbursement Form ("BEAR Form"). The District submits the BEAR Form to the SLD for reimbursement. The SLD will review the BEAR Form and will contact Contractor or the District for any additional data.

Contractor's invoices must comply with the E-rate program requirements and all other requirements specified in the Contract. Contractor will submit invoices for LAUSD approval only for Work already completed. LAUSD intends to confirm that Contractor has completed the invoiced Work prior to approving a BEAR for submission to the SLD, either through its pre-final inspection or by other means acceptable to LAUSD in its sole discretion.

d. Payment by LAUSD. The District shall have the right to determine the method of payment (SPIF or BEAR). The District will notify the Contractor of method of payment the District will require at the time of issuance of the NTP.

1. SPIF Option

For the E-Rate Work: The Contractor shall submit a copy of corresponding Form 474 along with its invoices to District for review.

For the non-E-Rate (Not Specifically Priced) work, LAUSD will make progress payments for District verified completed non E-Rate work when a SPIF for the E-Rate progress is submitted. LAUSD acknowledges that applicable law or tariffs may impose requirements for notice to Contractor of any LAUSD objections to invoices.

Contractor will submit invoices in accordance with the Contract and will comply with the rules of the E-Rate Program and FCC rules and regulations.

2. BEAR Option

If the District decides to fully fund this project, the District shall complete the Billed Entity Applicant Reimbursement (BEAR) Form 472 upon completion of the following: 1) the SLD funds the application, 2) Contractor has delivered the equipment and/or services, 3) the District has accepted the equipment and/or services, and 4) correct invoices have been submitted by Contractor and paid by the District. The District will submit the Form 472 to the SLD, and provide a copy thereof to Contractor, together with other documentation required by the SLD for reimbursement under BEAR Form 472. Contractor will execute all appropriate and truthful certifications required pursuant to the Form 472 or the Form 472 instructions. The final payment, if unencumbered, or any part thereof unencumbered, shall be processed immediately following the thirtieth day after recordation of the District's Notice of Completion of the Work.

Contractor will submit invoices in accordance with the Contract and will comply with the rules of the E-Rate Program and FCC rules and regulations.

3. Change Orders: Payment for additional work or extra work as authorized under Change Order(s) may not be submitted until the Contractor has been notified by the District that it has been approved.

4. Payments Reduced or Withheld: The District may at any time reduce or withhold payment under the Contract if, in its opinion, the Contractor is not diligently and efficiently complying with the Contract, if the Contractor fails to make payments for labor and material used on the project when due, or when the Contractor otherwise is obligated to or indebted to the District.

5. Substitution of Securities: In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any monies withheld under this section will be permitted at the request and expense of the Contractor.

*Prior to the start of the contract, the Contractor may contact the District's E-rate Office regarding the invoice format that may be required to facilitate timely payment. A sample of invoicing format may be required from the E-rate Office prior to the start of service. For payment information call: (213) 241-3969, Attn: Christian Ramos.

Notwithstanding the foregoing, the District shall have no liability for the payment of invoices, costs, charges, and/or fees billed by the Contractor and/or its subcontractor(s) for:

- A. The discounted portion of E-Rate eligible services and/or products, E-Rate eligible services and/or products not authorized in writing by the District,
- B. Costs related to delays by the SLD in reimbursing the Contractor for the discounted portion of E-Rate eligible services and/or products, and
- C. Services and products declared ineligible by the SLD, unless otherwise specifically authorized by the Authorized Representative of the District.

Contractor will submit invoices in accordance with the Contract and comply with the rules of the E-Rate Program and FCC rules and regulations.

34. TAXES

The District shall pay only the California Sales and Use Tax, and/or the Los Angeles County Uniform Local Sales and Use Tax, and shall pay such taxes when applicable and listed separately by Contractor on the invoice. The taxes to be paid by the District are only those which are included as a separate line item in the Unit Rate Schedule Section of the Rate Schedule, Exhibit XX.

The Federal Excise Tax is not applicable. The District, upon request, shall furnish the Contractor a federal exemption number.

Any new or additional tax not in effect on the Effective Date that becomes effective during the Contract term shall be paid by the District, provided that the items/services being provided under this Contract are subject to such tax. Contractor shall notify the District of any changes in taxation categories or rates applicable to this Contract or the Work.

35. AUTHORIZED DISTRICT PERSONNEL

The Contract shall be under the direction and subject to the approval of the **CPO**, or designated representative. The District authorized representative for contractual matters shall be:

Lilia Muñoz
Contract Administration Analyst
333 S. Beaudry Avenue, 28th floor
Los Angeles, CA 90017
(213) 241-3737
E-mail: lilia.munoz@lausd.net

The District authorized representative for technical and project management matters ("Project Manager") shall be:

Information Technology Division Los Angeles Unified
School District
213-241- _____
E-mail: _____@lausd.net

The District authorized representative for issues regarding E-rate, including E-rate regulations and procedures, shall be:

Dr. James Alther,
Chief Technology Director
E-rate Coordinator
IT Capital Program
Information Technology Division
Los Angeles Unified School District
213-241-1802
E-mail: James.Alther@lausd.net

36. DISTRICT RIGHTS

The District reserves the right to:

- a. Renegotiate or revise the Contract based upon material SLD rule changes prior to and/or after the Effective Date of the Contract, unless such revision violates applicable tariffs.
- b. Terminate the Contract at any time, with or without cause, before or after the SLD's funding decision (subject to the provisions of Section 8, "Contract Termination" and Section 47, "Budget Contingency");
- c. Contract with other contractors for performance of services or equipment within the definition of the Work;
- d. Reduce the scope of the Work and funding; and
- e. Exercise any other right or take any other action permitted by law.

37. INSPECTION OF CONTRACTOR'S FACILITY

The District reserves the right to inspect the Contractor's non-high security facilities during the Contract term at any time during normal business hours upon reasonable prior notice.

38. DEBARMENT AND SUSPENSION CERTIFICATION

By signing this Contract, the Contractor certifies that:

- A. The Contractor and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- B. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

39. INSURANCE REQUIREMENTS

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

- A. Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:

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

- B. Business Auto Liability Insurance for owned scheduled, non-owned, or hired automobiles with a combined single limit of no less than \$1 million per accident.
- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A - Statutory Limits
 Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. Errors & Omissions (Professional Liability) coverage, when applicable, with the following limits: \$3,000,000 per claim or wrongful act /\$3,000,000 aggregate.
- E. Contractor, upon execution of the Contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day cancellation notice provision. The Commercial General Liability and Business Auto Liability policies of insurance providing the coverages referred to in clauses A and B above shall include

the District and the Board of Education of the District as additional insureds. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this Contract at no additional charge to the District.

F. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.

40. PERFORMANCE GUARANTEE

For the purposes of this contract the following performance guarantee is required: performance bond and payment bond. The bonding requirements shall be strictly followed and enforced:

1) Payment Bond: Contractor must file a Payment Bond for the full amount (100010) of the contract value, including the amount payable by the District pursuant to the Contract and the amount payable by the SLD pursuant to its written funding commitment. A "payment bond" is one executed in connection with a contract to assure payment required by law of II persons supplying labor and material in the execution of the Work.

The District has no liability for any payment to Contractor under the Contract or otherwise, until the required Payment Bond has been filed with and approved by the District.

2) Performance Bond: Contractor must file a Performance Bond for the full amount (100010) of the contract value, including the amount payable by the District pursuant to the Contract and the amount payable by the SLD pursuant to its written funding commitment. A "performance bond" is one executed in connection with a contract to secure fulfillment of all Contractor's obligations under such contract. Contractor has no claim to funds encumbered by the Contract, and the District has no liability for any payment to Contractor under that Contract or otherwise, until the required Performance Bond has been filed with and approved by the District.

The performance and payment bonds must be submitted fifteen calendar days prior to the beginning of each contract period to:

Information Technology Division

IT Support Services

Attn.: _____

333 S. Beaudry Avenue

Los Angeles, CA 900 17

41. CONTRACTOR'S CODE OF CONDUCT

Contractor shall comply with the District's Contractors Code of Conduct, Exhibit 6.

42. COVENANT AGAINST CONTINGENT FEES

A. The Contractor represents and 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 bona fide Agent of Contractor. A breach or violation of this warranty shall be considered a breach of contract pursuant to the Article entitled Termination For Breach by Contractor herein. In addition to any rights and remedies otherwise provided for in the Contract or by law, the District may deduct from the total Contract price or considerations, or otherwise recover the full amount of the contingent fee.

B. "Bona fide agent", as used in this Section, 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.

C. "Bona fide employee", as used in this Section, 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.

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

E. "Improper influence," as used in this Section, means any influence that induces or tends to induce a District employee, officer, contractor, subcontractor, authorized representative, or consultant to give consideration or to act regarding a District contract on any basis other than the merits of the matter.

43. AVAILABILITY OF MATERIALS

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.

44. PREFERENTIAL PRICING; MOST FAVORED CUSTOMER; AGREED UPON PRICE REDUCTIONS

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

45. PACKAGING AND IDENTIFICATION

A. **Packaging:** Items shall be packaged sufficiently to protect them from damage during transit. All deliveries shall be made in cartons properly marked and fully labeled, showing Contractor's name, contents, quantity, and sizes.

B. **Packing Slip:** Shall have the District contract number, contents, quantity, and description.

C. **If Not Properly Packaged or Identified,** or if the packaging is damaged (either obvious or concealed), the District shall have the right to reject such delivery, and Contractor shall bear all costs (return and re-delivery).

46. PRODUCT SUBSTITUTION/MANUFACTURER'S BRAND CHANGE

This Contract does NOT allow for product substitutions without written authorization by an authorized District representative and the designated E-rate coordinator. If, during the course of the Contract, there is a manufacturer's brand change or change in product specifications, Contractor shall submit specifications, brochures and/or a sample (upon request), for approval prior to any future shipment.

If equipment or models become obsolete and no longer available due to advances in technology, the Contractor shall provide technical specifications of the new models or upgrades for evaluation and acceptance by the District. Upon evaluation and acceptance of the new models or upgrades by the District and SLD approved service

substitutions, all future orders and deliveries of such new models or upgrades shall be considered acceptable.

If the new brand is accepted, the following additional terms and conditions shall apply:

The cost of the new models or upgrades will be equal to or less than the cost of the equipment it logically replaces.

The Contractor shall validate the cost of the substituted product or service. If the cost of the substituted product or service is less than that of the product or service it replaces, the Contractor shall not profit from the reduced cost and shall extend any cost savings to the District.

No substitutions shall be made without prior written permission by the District. Contractor shall ensure that all substitutions comply with SLD rules and guidelines. Contractor will work with the District's Information Technology Office to prepare the required documentation for submittal to the SLD. The District's quality assurance process and the test and acceptance of the product installation do not constitute an approved services substitution. The District shall not be responsible for any costs associated with service substitutions or contractual changes not approved by the District and the SLD, unless specifically authorized in writing by the District. If at any time it is discovered that the Contractor failed to obtain District authorization and approval for a product or service substitution, the Contractor shall bear (and reimburse the District for) any and all penalties, reimbursements, replacement costs, and any other costs associated with any unauthorized unapproved substitutions. The District reserves the right to assess, as liquidated damages, up to ten (10) percent above any SLD penalties, reimbursements, replacement or any other costs associated with the Contractor failing to obtain product or service substitutions.

Please refer to the SLD website (<http://www.usac.org/sl/>) for more information.

47. DELIVERY

Contractor shall deliver any equipment, goods or products to the District as an "inside delivery." Contractor shall comply with all provisions contained in the Statement of Work with respect to delivery.

48. NOTICES

Any notices required or permitted under this Contract shall be in writing and shall be effective (a) upon receipt; (b) when delivered by hand or courier; (c) when sent by confirmed facsimile with a copy sent by another means specified in this Section, or (d) five (5) days after mailing, postage prepaid, certified and return receipt requested, in each case to the address of such party set forth below:

To the Contractor:

Name:

Title:

Phone Number:

Email Address:

To the District:

Name:

Title:

Phone Number:

Email Address:

Either party may from time to time substitute a new address or addresses for notices by delivery to the other party

of a notice complying with this paragraph. Telephone numbers above are provided for information only, not as an address for notices.

49. BUDGET CONTINGENCY

If funding for any fiscal year is reduced or terminated by the Board of Education or the SLD with respect to this Contract, in addition to the District’s right to terminate the Contract pursuant to Section 8(a),”Termination for Funding Restriction,” the District shall have the option, in the District’s sole and absolute discretion, to modify the Contract (including without limitation, reducing the Scope of Work), with no liability occurring to the District.

50. REPRESENTATIONS AND WARRANTIES

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

A. Compliance with Laws and Regulations

At all times during the continuance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations during its performance of this Contract and all Work. Contractor 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 Contract are properly licensed to perform such Work. Contractor shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations. Contractor shall provide the SLD with truthful and accurate information about its invoices upon request by the SLD.

B. Noninfringement

To the best of Contractor’s current knowledge, 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 Contract and to perform hereunder, and such entry and performance do not and will 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 Contractor in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Work or restrict Contractor’s ability to complete the transactions contemplated by this Contract, or restrict District’s right to use the Work. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

51. JOINTLY SEEK CLARIFICATION OF E-RATE REQUIREMENTS

In the event that Contractor (a) believes that there is a conflict between this Contract and applicable E-rate, SLD, USAC or FCC procedures or requirements, or (b) believes that any portion of the Work or any goods or services to be provided by Contractor hereunder is not eligible for E-rate funding, discounts or reimbursements, or (c) disagrees with the District’s interpretation of any E-rate procedures or requirements which such District interpretation materially adversely affects Contractor’s performance of this Contract or Contractor’s rights under this Contract (an “SLD Issue”), Contractor shall promptly notify the District in writing of the SLD Issue, prior to

commencing performance of the Work in question (including without limitation, prior to installation of equipment which Contractor believes is not eligible for e-rate funding or reimbursement).

If the District and Contractor are unable to mutually agree upon a resolution of the SLD Issue within 45 calendar days of the District's receipt of notice from Contractor of the SLD Issue, the District shall submit the SLD Issue to the SLD for determination. The Contractor will cooperate with the District in seeking resolution of the SLD Issue, including promptly providing information requested by the District regarding the SLD Issue. The Contractor will promptly provide to the SLD, USAC, the FCC or any other Federal governmental entity any information requested by such governmental entity with respect to the SLD Issue. Until the SLD Issue is resolved either by the SLD or the completion of any appeal of the SLD's determination, the District shall not be obligated to make any payment to Contractor for any Work or invoice to which the SLD Issue relates. In the event that the SLD (or such appeal) determines the SLD issue such that any portion of the Work, goods or services to be provided by Contractor hereunder are not eligible for E-rate funding, discounts or reimbursement, the parties shall mutually agree whether to reduce the contract scope to eliminate such ineligible item, or have Contractor provide such ineligible item with the Contract price therefore to be paid by the District.

52. PRODUCTS & SERVICES WARRANTY

A. Warranty

Contractor will provide the warranty assistance set forth in Section ___ (Equipment Warranty Programs) and Section ___ of Contractor's proposal.

B. CONTRACTOR IS NOT THE MANUFACTURER OF THE EQUIPMENT. DISTRICT AGREES THAT CONTRACTOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, OR FITNESS FOR USE, MERCHANTABILITY, CONDITION OR QUALITY OF THE EQUIPMENT. WITH RESPECT TO CONTRACTOR, DISTRICT PURCHASES THE EQUIPMENT "AS IS". HOWEVER, CONTRACTOR WILL PROVIDE DISTRICT WITH ANY MANUFACTURER'S CONSUMER WARRANTIES RECEIVED BY CONTRACTOR WITH RESPECT TO THE EQUIPMENT.

C. LIMITATION OF LIABILITY. CONTRACTOR SHALL NOT BE LIABLE TO DISTRICT, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR INJURY TO PERSONS OR PROPERTY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, OR BY THE DISTRICT'S EMPLOYEES' OR AGENTS' USE OF THE EQUIPMENT, OR BY THE MANUFACTURER OF THE EQUIPMENT, OR BY ANY REPAIR, SERVICE OR ADJUSTMENT TO THE EQUIPMENT OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER UNLESS DIRECTLY CAUSED BY CONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF DISTRICT'S USE, ATTEMPTED USE, OR INABILITY TO ACCESS 911 SERVICE OR OTHER EMERGENCY CALL.

53. LIMITATION OF LIABILITY

Neither party shall be liable to the other for any indirect, incidental, punitive, exemplary, special or consequential damages (including without limitation damages related to lost profits, toll fraud, loss of use, and loss of data, or failure to realize savings or benefits) arising under this Contract, even if advised of the possibility of such loss. Except as otherwise provided in any applicable tariff or guidebook, the total aggregate liability of the Contractor, its suppliers, licensors, affiliates, directors, officers, and/or employees under or in connection with this Agreement will be limited to proved direct damages not to exceed, in the aggregate, the contract not to exceed amount set forth in Section 3 "Contract Amount" of this Contract. This

Section 52 shall not apply to damages arising out of or relating to any of the following: (i) for injury to or death of persons or damage to tangible property caused by Contractor's gross negligence or willful misconduct; (ii) breach of Contractor's confidentiality obligations, (iii) Contractor's indemnification obligations with respect to infringement of intellectual property; (iv) Contractor's violation of federal, state or local law; (v) contractual or other legal obligations owed directly by Contractor to third parties, such as, for example, claims arising from Contractor's failure to pay its subcontractors or failure to pay employee vacation, withholding, benefits or workers compensation insurance; or (vi) claims for contributions or damages payable to third parties solely caused by Contractor's gross negligence or willful misconduct. Without limiting the generality of the foregoing, in no event shall the District be precluded from recovering from Contractor any damages or costs arising from Contractor's breach (whether or not material) of this Contract which reduces the amount of the SLD funding or reimbursements provided in connection with this Contract.

54. AGGREGATE AMOUNT

Contractor shall track the aggregate dollar amount billed against this Contract. As soon as that aggregate total reaches seventy-five (75) percent of the total Contract Amount, Contractor must immediately notify the District's Contract Analyst, Lilia Muñoz, in writing, that seventy-five (75) percent of the Contract Amount has been reached by Contractor.

55. SECURITY

Notwithstanding any language to the contrary in this Contract or any exhibit to this Contract, Contractor, any subcontractor and their employees and agents shall at all times comply with all current security regulations in effect at District's premises and shall comply with District's current security policies and procedures if granted access to District's computer or communications networks, as well as any reasonable, future security regulations which do not unreasonably inhibit performance or impose additional material costs. Contractor will only be liable so long as District provides current security policies and only at the time Contractor has been provided such current policies.

56. 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 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 the Work will 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 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 Work.

57. DISPUTE RESOLUTION AND REMEDIES

57.1 Project Managers.

All disputes, claims or controversies arising out of or relating to the validity, interpretation, performance, termination, breach, or threatened breach of this Agreement, or any Failure to Progress (“Dispute(s)”) shall initially be referred by the Party raising the Dispute to the Project Managers designated by the Parties pursuant to Section 4, PROJECT MANAGER of this contract. If the Project Managers are unable through good faith discussions to resolve the Dispute within ten (10) Business Days after receiving written notice of the Dispute, the Dispute shall be submitted to the Senior Executives.

57.2 Senior Executives Resolution.

If the Project Managers are unable to resolve the Dispute within ten (10) Business Days after submission by either or both Project Managers, the Dispute shall be referred to the Senior Executives. Each Project Manager will, within ten (10) Business Days after referral, provide to both of the Senior Executives a dispute statement describing in detail the substance of the Dispute and that Parties’ respective positions (the “Dispute Statement”), and supported by such documentation as may be appropriate to acquaint the Senior Executives with the issues. The Dispute Statements will not limit either Party’s right to identify additional relevant issues at any time, or waive, prejudice or limit either Party’s rights or remedies with respect to any issues. Dispute Statements will be provided without prejudice to the providing Party for settlement purposes, and shall not be admitted in evidence or otherwise used or referred to in litigation or arbitration. The Senior Executives shall be, for the District, the District’s Chief Information Officer or his or her designee, and for Contractor the Chief Executive Officer for Contractor or his or her designee who is a corporate officer of Contractor (as elected by the Contractor Board of Directors). Either Party may re-designate its Senior Executive from time to time during the term of this Agreement by twenty (20) Business Days’ notice to the other Party, provided that once a dispute resolution procedure shall be commenced under this section, neither Party may re-designate its Senior Executive without the consent of the other Party as long as such Senior Executive remains in the employ of the respective Party.

Within ten (10) business days after delivery of the Dispute Statements, the Senior Executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored. The Senior Executives shall proceed in good faith in order to resolve the Dispute.

57.3 Mediation.

If the Senior Executives are unable to resolve the Dispute within twenty (20) business days after delivery of the Dispute Statements, the parties will attempt in good faith to resolve the Dispute in accordance with the Commercial Mediation Rules of the American Arbitration Association (“AAA Mediation Procedure”). If the Senior Executives cannot agree on the selection of a mediator without intervention, they will agree to a mediator from the American Arbitration Association.

Mediation of the Dispute is voluntary. At any time during the AAA Mediation Procedure, either party may notify the other that such party is electing to discontinue the AAA Mediation Procedure.

The mediation shall take place within forty (40) Business Days of the due date of the Dispute Statements. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution.

The mediation will be treated as a settlement discussion and therefore will be confidential and inadmissible in any subsequent litigation or arbitration. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

Each party will bear its own costs in the mediation. The parties will share the fees and expenses of the mediator equally.

If the Dispute has not been resolved within fifty (50) business days after the due date for the delivery of the Dispute Statements (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate.

If resolution of the Dispute is not achieved within fifty (50) business days after the due date for the Dispute Statement, or if at any time either party notifies the other of its election to discontinue the mediation, then neither party is obligated to continue with the mediation process outlined in this Section and may seek any remedy legally available to it.

57.4 Certain Disputes. Notwithstanding Section 57.3, above, Disputes that concern or relate to provisions of this Contract concerning Proprietary Information and intellectual property, including (without limitation) ownership, infringement or misappropriation of proprietary rights may, at the election of either Party, be decided by a state or federal court of competent jurisdiction in Los Angeles County, California to whose exclusive jurisdiction the Parties hereby submit. Promptly following the filing of an action contemplated by this Section 57.4, any mediation then pending shall be stayed or terminated, insofar as it concerns such issues.

58. Work-Based Learning Program (WBLP):

“Notwithstanding any other provision of this Agreement, Contractor hereby acknowledges that the District has determined to enter into this Agreement with Contractor in reliance, in part, on:

- A. The veracity of the representations made by Contractor in Contractor’s Proposal,
- B. The quality of Contractor’s proposed staff and
- C. The WBLP Plan included in Contractor’s Proposal.

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

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

1. The District is free to publicize its positive experiences with the Contractor and, if applicable, is also free to share, with other school districts or organizations that inquire, whatever frustrations it may have experienced in Contractor’s implementation of Contractor’s WBLP(s);
2. The District will, of course, share Contractor’s name, information regarding Contractor’s business and regarding Contractor’s proposed WBLP(s) with District schools seeking partners;
3. The District will also identify Contractor in District documentation regarding the District’s Linked

Learning program;

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

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

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

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

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

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

1. Contractors

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

2. Mission Support

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

3. Ethical Responsibilities

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

Given that the business practices and actions of Contractors and their Representatives may impact or reflect upon LAUSD, strict observance with the standards in this Code, all applicable local, state and federal laws, and

any other governing LAUSD policies or agreements is not only a minimum requirement for all Contractors and their Representatives, but an ethical obligation as well.

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

- A. *Demonstrate Honesty and Integrity* – Contractors shall adhere to the highest standards of honesty and integrity in all their dealings with and/or on behalf of LAUSD. As a general rule, Contractors must exercise caution and avoid *even the appearance of impropriety or misrepresentation*. All communications, proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.
- B. *Be a Responsible Bidder* – Contractors shall demonstrate a record of integrity and business ethics in accordance with all policies, procedures, and requirements established by LAUSD.
 - (1) *Critical Factors* – In considering a Contractor’s record of integrity and business ethics, LAUSD may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental agencies, tax delinquencies, settlements, financial solvency, past performance, prior determinations of failure to meet integrity-related responsibilities, and violations by the Contractor and its Representatives of any LAUSD policies and Codes in prior procurements and contracts. LAUSD reserves the right to reject any bid, proposal and contract, and to impose other sanctions against Contractors who fail to comply with our district policies and requirements, or who violate the prohibitions set forth below in Section 6, Prohibited Activities.
- C. *Maintain the Cone of Silence* – Contractors shall maintain a Cone of Silence during required times of the contracting process to ensure that the process is shielded from even the appearance of undue influence. Contractors and their Representatives risk disqualification from consideration and/or other penalties outlined in Section 8, Enforcement Provisions, if they engage in prohibited communication during the restricted period(s).
 - (1) *Competitive Contracting Process* – To ensure a level playing field with an open and uniform *competitive* contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced until the time a contract award recommendation is made public by the Board Secretariat’s posting of the board report for the contract to be approved. During the time under the Cone of Silence, Contractors and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any LAUSD official as this could appear to be an attempt to curry favor or influence. An “LAUSD official” is broadly defined to include “any board member, employee, consultant or advisory member of LAUSD” who is involved in making recommendations or decisions for LAUSD.

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

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

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

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

- (a) Prohibited Communication – Examples of prohibited communication by Contractors and their Representatives under the Cone of Silence include, but are not limited to:
- (i) contact of LAUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;
 - (ii) contact of LAUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;
 - (iii) contact of LAUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.
- (b) Exceptions – The following are exceptions to the Cone of Silence:
- (i) open and uniform communications which are made as part of the procurement process such as the pre-bid or pre-proposal meetings or other exchanges of information which are given to all proposers;
 - (ii) interviews or presentations to evaluation committee members which are part of the procurement process;
 - (iii) clarification requests made in writing, under the terms expressly allowed for in an LAUSD contracting document, to the appropriate designated contract official(s);
 - (iv) negotiations with LAUSD's designated negotiation team members;
 - (v) protests which follow the process outlined by LAUSD's protest policies and procedures; and
 - (vi) requests for technical assistance approved by LAUSD contract officials (for example questions relating to LAUSD's Small Business Enterprise Program, or requests for formal guidance on ethics matters from the Ethics Office).
- (2) Non-Competitive Contracting Process – To ensure the integrity of the non-competitive contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when a proposal is submitted to LAUSD until the time the contract is fully executed. During this designated time, Contractors and their Representatives are prohibited from making any contact with LAUSD officials on any of the terms of the contract under consideration as this could appear to be an attempt to curry improper favor or influence. The only exceptions to this Cone of Silence are clarification requests made with the Contract Sponsor or the appropriate designated contract official(s) in the Procurement Services Group or Facilities Contracts Branch.

Examples of Maintaining the Cone of Silence

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

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

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

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

- D. *Manage Potential Conflicts* – Contractors shall disclose all potential or actual conflicts to LAUSD on an ongoing basis with a Meaningful Conflict Disclosure. A "Meaningful Conflict Disclosure" is a written statement to LAUSD which lays out full, accurate, timely, and understandable information with regard to any potential conflicts involving Contractors and their work for LAUSD. The specific requirements for a Meaningful Conflict

Disclosure are set forth in Section 3.D.(2) below. LAUSD relies on these proactive disclosures by Contractors to manage potential conflicts before they become actual conflicts of interest. A potential for conflict is present whenever a situation arises which creates a real or apparent advantage or a competing professional or personal interest for a Contractor. Such situations become conflicts of interest, if appropriate safeguards are not put into place. Examples of potential or actual conflicts include, but are not limited to situations when:

- a financial relationship (income, stocks, ownership, investments, loans, excessive gifts, etc.) or close personal relationship exists or has existed between a Contractor or its Representatives and a LAUSD official;
- a financial or close personal relationship exists between any officers, directors or key employees of a Contractor or its Representatives and a LAUSD official;
- a prior, current or potential employment relationship exists between a Contractor or its Representatives and a current or former LAUSD official;
- an overlap exists between work that a Contractor or its Representative performs or has performed for LAUSD and work he or she will perform on behalf of another client; or
- an opportunity arises in which a Contractor or its Representative can make a governmental decision within the scope of LAUSD contractual duties that impacts his or her personal financial interests or relationships,

Contractors and their Representatives have a *continuing* obligation to advise LAUSD proactively of any potential conflicts which may arise relating to a contract.

- (1) State Conflict Standards – LAUSD is generally prohibited by California’s Political Reform Act (Government Code Section 87100) and Government Code Section 1090 from contracting with Contractors if the Contractors, their Representatives, their officers, or any household member of the preceding serve LAUSD in any way in developing, awarding, or otherwise participating in the making of the same contract.

California law also governs situations in which there has been a financial interest between a Contractor and a public official within a 12-month window leading up to a governmental decision. It does not matter whether the impact of an existing relationship is beneficial or detrimental to the interests of the Contractors, their Representatives, or the public agency. Moreover, Government Code Section 1090 defines “making a contract” broadly to include actions that are preliminary or preparatory to the selection of a Contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations.

Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. In fact, the agency can also seek repayment from the Contractor of any amounts already paid and the agency can refer the matter to the appropriate authorities for prosecution.

- (2) Meaningful Conflict Disclosure – Contractors shall provide a meaningful disclosure of all potential and actual conflicts in a written statement to the LAUSD Contract Sponsor, the Ethics Office and the contracting contact from the Procurement Services Group/or the Facilities Contracts Branch. This disclosure requirement is a continuing duty on all Contractors. At a minimum, a Meaningful Conflict Disclosure must identify the following:

- (a) names and positions of all relevant individuals or entities;
- (b) nature of the potential conflict, including specific information about the financial interest or relationship; and
- (c) a description of the suggested remedy or safeguard for the conflict.

- (3) Resolution of Conflicts – When necessary, LAUSD will advise Contractors on how a disclosed conflict should be managed, mitigated or eliminated. The Contract Sponsor, in consultation with the Procurement Services Group/Facilities Contracts Branch, the Ethics Office, and the Office of the General Counsel, shall determine necessary actions to resolve any of the Contractors’ disclosed conflict(s). When it is determined that a conflict must be addressed, a written notification will be made to the Contractor, indicating the actions that the Contractor and LAUSD will need to take to resolve the conflict.

Examples of Managing Potential Conflicts

- (4) Rhoda Warrior is a consultant from Global Consulting Firm. She has been assigned by her firm to do work for a particular LAUSD department. Although she does not directly work with him, her husband, Antonio, is one of the senior officials in that department.

Global Consulting must disclose this potential problem via a Meaningful Conflict Disclosure to LAUSD. Depending on the exact nature of her work within that department, Global Consulting and the LAUSD Contract Sponsor may need to take steps to safeguard Rhoda's work from any actual conflict of interest.

- (5) Amartya Singh is a HR consultant from the Tip Top Talent Agency whose firm is providing temporary support to help LAUSD improve its recruitment efforts. Amartya is himself serving as acting deputy director for the HR division, and in that capacity has been asked to review and approve all bills for the department. In doing his work, Amartya comes across a bill for the Tip Top Talent Agency which requires approval.

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

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

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

- E. *Provide Contracting Excellence* – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to LAUSD, so that the public is served with the best value for its dollars.
- F. *Promote Ethics Standards* – Contractors shall be responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in this Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors may draw upon the resources provided by LAUSD, including but not limited to those made available by the Ethics Office, the Procurement Services Group, and the Facilities Contracts Branch. Such training resources and additional information about LAUSD policies can be found on LAUSD's website (www.lausd.net).
- G. *Seek Advice* – Contractors are expected and encouraged to ask questions and seek formal guidance regarding this Code or other aspects of responsible business conduct from the LAUSD Ethics Office whenever there is a doubt about how to proceed in an ethical manner. A Contractor's proactive management of potential ethics concerns is necessary and vital since this Code does not seek to address or anticipate all the issues that may arise in the course of seeking or doing business with LAUSD.

Example of Seeking Advice

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

Accelerated Sciences needs to be very careful to ensure that Grace is not involved in any aspect relating to selling the product to LAUSD, especially since Grace has a financial interest with the firm. Remember,

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

4. Relationship Management

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

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

- (1) No Contractor or their Representative shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any LAUSD procurement official at any time.
- (2) No Contractor or their Representative shall offer or give, directly or indirectly, any gifts in a calendar year to an LAUSD Official which exceed LAUSD's allowable gift limit.

Example of Respecting Gift Limits

- (3) It's the holidays and Sue Tienda, a Contractor, wants to take a few LAUSD officials out to lunch and to provide them with gift baskets as a token of thanks for the work they have done together.

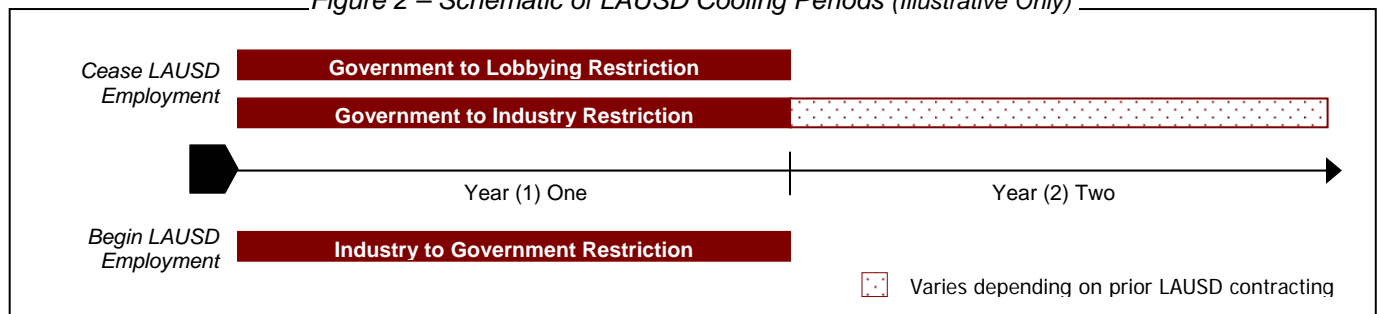
Assuming Sue is not attempting to take out any procurement officials (since they observe a zero tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over \$50 in a year to LAUSD officials will create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

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

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

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

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



- (1) **Government to Lobbying Restriction (One-Year Cooling Period)** – LAUSD will not contract with any entity that compensates a former LAUSD official who lobbies LAUSD before a one (1) year period has elapsed from that official's last date of employment

Example of Lobbying Restriction

Ace Impact Group wants to hire Joe Knowsfolks, a former LAUSD official, to help the company cultivate new business opportunities with LAUSD and arrange meetings with key LAUSD officials.

To avoid the possibility of unfair advantage or improper influence, Ace Impact Group is prohibited from utilizing Joe to contact anyone at LAUSD on their behalf until at least one year has passed from Joe's last date of employment. Joe may help Ace lobby other public entities, but Joe cannot communicate with anyone at LAUSD, either in person or in writing, on behalf of his new company.

(2) Government to Industry Restriction

- (a) Insider Advantage Restriction (One-Year Cooling Period) – LAUSD will not contract with any entity that compensates any current or former LAUSD official to work on a matter with LAUSD, if that official, within the preceding 12 months, held a LAUSD position in which they personally and substantially participated in that matter.

Example of Insider Advantage Restriction

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

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

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

Example of Contracting Benefit Restriction

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

If Technology Advances hires any of these individuals, none may perform any work for the firm relating to this LAUSD work until two years have elapsed from the date that the contract was fully executed. This case is a good example of how the cooling period seeks to ensure that there is no benefit resulting from a public official's awarding of a contract. All of the LAUSD employees in this example would be considered to have substantially participated in the contract – Raj due to his direct work, Linda due to her role evaluating the bid proposals, and Aisha due to the fact that supervising both employees is a part of her official responsibility. Technology Advances should consider the implications before hiring individuals involved with their LAUSD contracting process.

- (3) Industry to Government Restriction (One-Year Cooling Period) – In accordance with California law, Contractors and/or their Representatives who act in the capacity of LAUSD officials shall be disqualified from making any governmental decisions relating to a personal financial interest until a 12-month period has elapsed from the time the interest has been disposed or severed.

Example of Industry to Government Restriction

Sergei Konsultantov is an outside contractor that has been hired to manage a major reorganization project for LAUSD. Sergei is on the Board of Directors for several companies who do business with LAUSD.

Sergei must not participate in any governmental decisions for LAUSD relating to any private organization for whom he has served as an employee, officer, or director, even in an unpaid capacity, if less than 12 months has passed since he held such a status. Sergei should contact the Ethics Office before starting his work to put a formal disqualification into effect and to seek out any other ethical safeguards he should have in place.

(4) In rare and unusual circumstances, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive the Insider Advantage Restriction in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.

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

Example of Safeguarding an Employment Offer

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

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

H. *Conduct Political Activities Privately* – Contractors and their Representatives shall only engage in political support and activities in their own personal and voluntary capacity, on their own time, and with their own resources.

I. *Make Philanthropy Voluntary* – Contractors and their Representatives shall only engage in philanthropic activities relating to LAUSD on their own time and with their own resources. LAUSD views philanthropic support as a strictly voluntary opportunity for Contractors to demonstrate social responsibility and good citizenship. No expressions of support should be construed to have a bearing on current or future contracts with LAUSD. And no current or potential contracting relationship with LAUSD to provide goods or services is contingent upon any philanthropic support from Contractors and their Representatives, unless otherwise designated as part of a bid or proposal requirement in an open, competitive contracting process to solicit a specific type of support.

(1) *Guidelines for Making a Gift to a Public Agency* – Contractors who wish to provide philanthropic support to LAUSD shall abide by the ethical and procedural policies and requirements established by LAUSD which build upon the “Gifts to an Agency” requirements established in California’s Code of Regulations Section 18944.2. For outside entities to make a gift or payment to LAUSD in a manner that maintains public integrity, the following minimum requirements must be met:

- (a) LAUSD must receive and control the payment;
- (b) LAUSD must use the payment for official agency business;
- (c) LAUSD, in its sole discretion, must determine the specific official or officials who shall use the payment. The donor may identify a specific purpose for the agency’s use of the payment, so long as the donor does not designate the specific official or officials who may use the payment; and
- (d) LAUSD must have the payment memorialized in a written public record which embodies the requirements of the above provisions and which:
 - Identifies the donor and the official, officials, or class of officials receiving or using the payment;
 - Describes the official agency use and the nature and amount of the payment;
 - Is filed with the agency official who maintains the records of the agency’s Statements of Economic Interests (i.e. the Ethics Office); and
 - Is filed as soon as possible, but no later than 30 days of receipt of the payment by LAUSD.

5. Disclosure Obligations

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

- A. *Identify Current and Former LAUSD Officials* – To ensure against conflict or improper influence resulting from employment of current or former LAUSD employees, Contractors and their Representatives shall disclose any of their employees, subcontractors or consultants who within the last three years have been or are employees of LAUSD. The disclosure will be in accordance with LAUSD guidelines and will include at a minimum the name of the former LAUSD employee(s), a list of the LAUSD positions the person held in the last three years, and the dates the person held those positions. Public agencies that provide contract services are not subject to this requirement.
- (1) In rare and unusual circumstances, LAUSD’s General Superintendent or his/her designee upon a showing of good cause may waive this disclosure requirement in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.
- B. *Be Transparent about Lobbying* – Contractors and their Representatives shall abide by *LAUSD’s Lobbying Disclosure Code* and register and fulfill the associated requirements, if they meet the trigger(s). LAUSD’s lobbying policy seeks to enhance public trust and confidence in the integrity of LAUSD’s decision-making process by providing transparency via a public record of the lobbying activities conducted by individuals and organizations. A “lobbying activity” is defined as any action taken with the principal purpose of supporting, promoting, influencing, modifying, opposing, delaying or advancing any rule, resolution, policy, program, contract, award, decision, or other proposal under consideration by LAUSD officials.

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

- C. *Fulfill the State-Mandated Statement of Economic Interests (“Form 700”) Filing Requirement* – Contractors and their Representatives shall abide by the financial disclosure requirements of California’s Political Reform Act (Gov. Code Section 81000-91015). Under the Act, individual Contractors and their Representatives may be required to disclose economic interests that could be foreseeably affected by the exercise of their public duties in a disclosure filing called the Statement of Economic Interests or Form 700. A Form 700 serves as a tool for aiding public officials at all levels of government to ensure that they do not make or participate in making, any governmental decisions in which they have an interest.
- (1) *Applicability* – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as “consultants”, if the services they are contracted to provide fit the triggers identified by the Political Reform Act. Meeting either of the test triggers below requires a Contractor’s Representative(s) to file a Form 700:
- (a) *Individual Makes Governmental Decisions* – Filing is required if an individual is involved in activities or decision-making such as: obligating LAUSD to any course of action; authorizing LAUSD to enter into, modify, or renew a contract; granting approval for contracts, plans, designs, reports, studies or other items; adopting or granting approval on policies, standards or guidelines for any subdivision of LAUSD; or negotiating on behalf of LAUSD without significant intervening review.
- (b) *individual Participates in the Making of Governmental Decisions for LAUSD and Serves in Staff-like Capacity* – Filing is also required if an individual is performing duties for LAUSD on a continuous or ongoing basis extending beyond one year such as: advising or making recommendations to LAUSD decision makers without significant intervening review; conducting research or an investigation; preparing a report or analysis which requires the individual to exercise their judgment; or performing duties similar to an LAUSD staff position that is already designated as a filer position in *LAUSD’s Conflict of Interest Code*.
- (2) *Filing Timelines* – Individuals who are legally required to complete a Statement of Economic Interests form must submit a filing:
- (a) upon commencement of work with LAUSD,
- (b) on an ongoing basis thereafter in accordance with the April 1st annual deadline, and
- (c) upon termination of work with LAUSD.
- (3) *Process* – Contractors and their Representatives shall coordinate with their LAUSD Contract

Sponsor(s) to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by the LAUSD Ethics Office to be considered properly filed in accordance with the Political Reform Act.

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

Examples of Form 700 Filers and Non-Filers

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

Maria would be considered a consultant under the Political Reform Act and would need to file a Form 700.

- (6) The Research Institute has been hired by LAUSD to do a major three-year policy study which will help LAUSD decide the shape and scope of a major after-school tutoring initiative, including the total funding that should be allocated. As part of the Institute’s work, their researchers will help LAUSD design and decide on some additional contracts for supplemental survey research. The Institute knows that all the principal researchers on their team will have to be Form 700 filers because their work is ongoing and will influence LAUSD’s governmental decision. However, the Institute is unsure of whether their trusty secretary, Bea Addman, would have to be a filer.

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

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

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

6. Prohibited Activities

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

GENERAL PROHIBITIONS

- A. *Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*
- D. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- E. *Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*
- F. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- G. *Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information*

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

CONTRACTING PROHIBITIONS

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

LOBBYING PROHIBITIONS

- V. *Engaging in any lobbying activities without the appropriate disclosure, if the registration trigger has been met*
- W. *Lobbying on behalf of LAUSD, if a Contractor or its Representatives is lobbying LAUSD officials.*
 - (1) Any person or entity who receives compensation to lobby on behalf of or otherwise represent LAUSD, pursuant to a contract or sub-contract, shall be prohibited from also lobbying LAUSD on behalf of any other person or entity for compensation as this would be considered a conflict of interest.

7. Issues Resolution

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

8. Enforcement Provisions

While Contractors and their Representatives are expected to self-monitor their compliance with this Contractor Code of Conduct, the provisions of this Code are enforceable by LAUSD. Enforcement measures can be taken by LAUSD's Procurement Services Group or Facilities Contracts Branch in consultation with the Contract Sponsor, the Ethics Office, the Office of the General Counsel, and the Office of the Inspector General. The Office of the Inspector General may also refer matters to the appropriate authorities for further action.

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

In the case of a procurement in which a contract has yet to be awarded, LAUSD reserves the right to reject any bid or proposal, to terminate the procurement process or to take other appropriate actions.

Failure to remedy the situation in the timely manner prescribed by LAUSD can result in additional sanctions. *Records of violations or any other non-compliance are a matter of public record.*

Any debarment proceeding will follow due process in accordance with the procedures described in LAUSD's Debarment Policy.

9. Future Code Updates

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

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

10. Severability

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

SECTION III (Continued)

ATTACHMENT D

SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

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

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

Size standards may be viewed at:

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

- B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this IFB/RFP and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.
- C. LAUSD advises potential bidders/proposers that the SBE participation which the bidder/proposer commits to in their bid/proposal package becomes the goal of record. The LAUSD will enforce the SBE participation proposed.
- D. Firms claiming SBE participation must execute a copy of the SBE Utilization Report included in this IFB/RFP package, and include it in their RFP/IFB response. Firms not submitting an SBE Utilization report may be determined to have no SBE participation.

MONITORING/PENALTIES

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

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



**LOS ANGELES UNIFIED SCHOOL DISTRICT
SMALL BUSINESS ENTERPRISE PROGRAM
SBE UTILIZATION REPORT**

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

Firm Name _____ RFP# _____

SBE STATUS (check one)

Our firm(s) meet(s) the qualification for SBE status as defined in the Small Business Administration size standards, or is certified by a government or third party entity.

Our firm utilizes SBE subcontractors. (List SBE firms utilized and the percentage)

____ Our firm participates in a Federal agency small business utilization program. (Attach report)

____ No SBE utilization

____ Non-profit organization

____ Educational institution

____ Government agency

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

Representative _____ Title _____

Date _____ Telephone _____

SECTION III (Continued)

ATTACHMENT E

LOBBYIST REGISTRATION

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

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

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000924

E-RATE 2016 BASIC INFORMATION TECHNOLOGY (IT) LAN MAINTENANCE

**Work-based Learning Partnership (WBLP) Commitment
ATTACHMENT F
EVALUATION CRITERIA**

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

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

	Core Component	Criteria	What We're Looking For	What Proposers Should Submit	Max Points
1	<p>Career Awareness Build awareness of the variety of careers available and begin identifying areas of interest (Further defined here on P. 5: http://www.connectedcalifornia.org/direct/files/resources/WBL%20Definitions%20Outcomes%20Criteria_pg_120512_v2.pdf)</p> <p>Possible experiences:</p> <ul style="list-style-type: none"> • Workplace Tour • Guest Speaker • Career Fair • Connect Schools to Resources, 	<p>Likely to introduce variety of occupations</p>	<p><i>Has as its primary purpose building awareness of the variety of careers available in the proposer's industry sector, understanding the postsecondary education related to them, and beginning to identify areas of career interest</i></p>	<ul style="list-style-type: none"> • WBLP Plan 	<p>2 (0.5 of 5 max)</p>

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	Core Component	Criteria	What We're Looking For	What Proposers Should Submit	Max Points
	Programs, and/or Funder				
2	<p>Career Exploration Explore career options to provide motivation and inform decision-making (Further defined here on P. 9: http://www.connectedcalifornia.org/direct/files/resources/WBL%20Definitions%20Outcomes%20Criteria_pg_120512_v2.pdf)</p> <p>Experiences may include:</p> <ul style="list-style-type: none"> • Informational Interview • Job Shadow • Participate in Industry Themed Class Project • Virtual Exchange with School • Judge Student Competitions • Provide schools with goods and/or funds 	<p>Number of experiences offered</p>	<p><i>Number of professionals X number of hours (per professional) X [HANDICAP], where Handicap is calculated as follows:</i></p> <ol style="list-style-type: none"> <i>Handicap of 3 for 1-100 employees,</i> <i>2 for 101 to 500 employees and</i> <i>1 for 501 and above]</i> <p><i>Where each \$200 of funds or value of goods donated, equates to one hour of time.</i></p> <p><i>For scoring, products of the above calculation that fall within the indicated range yield the number of points shown below:</i></p> <ul style="list-style-type: none"> <i>Product of 0 = 0 Points</i> <i>>0 to 10 = 1 Point</i> <i>>10 to 100 = 2</i> <i>>100 to 500 = 3</i> <i>>500 = 4</i> 	<ul style="list-style-type: none"> • WBLP Plan 	<p>4 (1.0 of 5 max)</p>

	Core Component	Criteria	What We're Looking For	What Proposers Should Submit	Max Points
3	<p>Career Preparation Practical experience and interaction with professionals to extend and deepen classroom work and support the development of college- and career-readiness knowledge and skills <i>(Further defined here on Pp. 12-13: http://www.connectedcalifornia.org/direct/files/resources/WBL%20Definitions%20Outcomes%20Criteria_pg_120512_v2.pdf)</i></p> <p>Experiences may include:</p> <ul style="list-style-type: none"> • Mentoring • Involvement in student-run enterprises • Virtual enterprise or other extended online interactions • Participation in service learning enterprises • Participation in mock interviews 	<p>Alignment to academic learning objectives & 21st century skills</p>	<p><i>Supports the development of work-readiness skills, including collaboration, communication, critical thinking, and problem-solving as relate to the proposer's industry sector</i></p>	<ul style="list-style-type: none"> • WBLP Plan 	<p>6 (1.5 of 5 max)</p>
4	<p>Career Training Training for employment in a specific field and range of occupations <i>(Further defined here on P. 17: http://www.connectedcalifornia.org/direct/files/resources/WBL%20Definitions%20Outcomes%20Criteria_pg_120512_v2.pdf)</i></p> <p>Experiences may include:</p> <ul style="list-style-type: none"> • Internship • Apprenticeship • Clinical experience 	<p>Extent to which plan provides a sustained experience within an occupational setting</p>	<p><i>Provides opportunities for deeper learning and skill-mastery, hands-on experience, attainment of certifications, or other entry-level requirements of the profession</i></p>	<ul style="list-style-type: none"> • WBLP Plan 	<p>8 (2.0 of 5 max)</p>

	Core Component	Criteria	What We're Looking For	What Proposers Should Submit	Max Points
	<ul style="list-style-type: none"> • On-the-job training • Industry Experience • Teacher Externships 				
	AGGREGATE TOTAL POSSIBLE POINTS (Maximum Points = 20): _____				

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