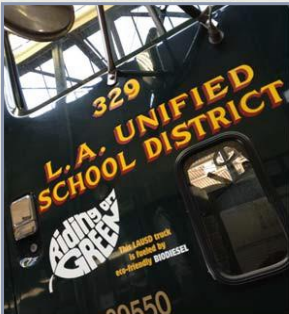




Los Angeles Unified School District

REQUEST FOR PROPOSAL (RFP) NO. 2000001304



INSTRUCTIONAL MATERIALS FOR ENGLISH LANGUAGE LEARNERS

ISSUED: August 8, 2017

Los Angeles Unified School District

Procurement Services Division

MICHELLE KING
Superintendent of Schools

Officer



GEORGE SILVA.
Chief Procurement Officers

QUINTON DEAN
Deputy Chief Procurement

REQUEST FOR PROPOSAL LETTER

Date: August 8, 2017

Attention: Proposers

Subject: REQUEST FOR PROPOSAL (RFP) NO. 2000001304 – INSTRUCTIONAL MATERIALS FOR ENGLISH LANGUAGE LEARNERS

The Los Angeles Unified School District (District or LAUSD) seeks proposals from qualified firms to develop and provide instructional materials for mathematics for Grades 6-8 that address the needs of English Language Learners (ELL). Under contract, the selected vendors will enter into a process with the Council of the Great City Schools (CGCS) member districts through which the selected vendors will develop instructional materials that are appropriately designed to meet ELL-specific criteria. This process will entail the vendors attending two to three meetings with LAUSD Representatives, CGCS facilitators, other CGCS member district representatives, and ELL experts to receive direction on and input regarding proposed instructional materials. The selected vendor will be expected to revise the instructional materials to reflect feedback from the CGCS review team and create a realistic work plan.

CONTRACT PIGGYBACK PROVISION

For the term of the Contract, and any mutually agreed-upon extension(s), participating districts of the Council of the Great City Schools (see Appendix II), and other schools districts within the continental United States, may purchase item(s) at the same price and upon the same terms and conditions as the LAUSD pursuant to Sections 20652 and/or 20118 of the California Public Contract Code. The LAUSD waives its right to require other districts and/or agencies to draw their warrants in favor of LAUSD, as provided in said code sections.

You are invited to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of contracts resulting from this procurement. The term of the contract or contracts will be three (3) years with two (2) one-year renewal options. The District reserves the right to make multiple contract awards. Funding is contingent on fiscal year availability.

PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS

Complete proposals must be delivered by **2:00 p.m. on Tuesday September 12, 2017**. Proposals received later than the above date and time will be rejected and returned to the proposer unopened. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the proposal package by the receiving District employee.

Deliver proposals to:

LAUSD
Attn: Sybil Ward, Contract Analyst
Procurement Services Division, 28th Fl.
Los Angeles Unified School District
333 S. Beaudry Ave., 28-147
Los Angeles CA 90017

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

Interested proposers are directed to submit:

- One (1) original hard copy of Volume I – Technical Proposal and seven (7) copies on CD-R or flash drive.
- One (1) original hard copy of Volume II – Certification Forms and seven (7) copies on CD-R or flash drive.
- Sample hard-copy and/or digitally-based content as directed in this RFP.

To satisfy the digital submittal requirements (CD-R or flash drive), Proposer may include Volumes I and II on the same CD-R or flash drive. In such case, please include separate files for each element.

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

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

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

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

PRE-PROPOSAL CONFERENCE

In the interest of ensuring that prospective proposers have as clear an understanding as possible of what the District intends and seeks by this procurement, the District will offer proposers the opportunity to meet with district and CGCS staff and ask questions. The pre-proposal conference will be held on August 22, 2017, from 9:00 a.m. to 11:00 a.m. in Conference Room 28-119 on the 28th Floor of the District's headquarters at 333 South Beaudry Avenue, Los Angeles, CA 90017. All prospective proposers are urged to be represented. Kindly indicate your intent to attend, and specify the number of individuals in your party (no more than three (3) please), in an email message to Sybil Ward at sybil.ward@lausd.net, no later than 2:00 p.m. on Thursday, August 17, 2017.

GROUND RULES AND ASSUMPTIONS

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

1. **CONTRACT TYPE** - The contract type will be Fixed Unit Rate.
2. **PERIOD OF PERFORMANCE** - The period of performance is expected to be three years with two one-year renewal options, commencing October 28, 2017.
3. **NO OBLIGATION TO ENTER INTO CONTRACT** – The District reserves the right to reject a firm as non-responsive, regardless of the stage of the procurement process, if there is a failure to successfully negotiate price or fees, terms and conditions, or a failure of the firm to satisfy any of the final requirements necessary to do business with the District.
4. **MODIFICATIONS** – The Proposer shall submit its basic proposal in strict conformity with the requirements of this RFP document. Proposers are cautioned to limit exceptions, conditions, limitations or new provisions in their proposal as such restrictions or new provisions may be determined sufficiently significant to cause the proposal's rejection.
5. **ALTERNATE PROPOSALS** - Not applicable
6. **PRE-AWARD AUDIT** – The District's Procurement Services Division may request that the District's Office of Inspector General perform a pre-award audit of any contract that results from this RFP ("IM Development Contract").
7. **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.
8. **COMMUNICATIONS WITH THE DISTRICT** - All communications with the District regarding this procurement shall be governed by the District's Contractor Code of Conduct as included herein.

All communications regarding this RFP between potential Proposers and the staff of the District or consultants engaged by the District shall be addressed only to the Contract Analyst identified in the Request for Proposal Letter. At no time PRIOR to the District's Notice of Intent to Award shall Proposer(s) contact other District officials or personnel regarding this RFP or regarding any IM Development Contracts. To do so may subject the Proposer to disqualification.

9. **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 included in this solicitation document. See the Small Business Enterprise (SBE) Utilization Program also contained in this RFP for additional information regarding the District's SBE Utilization Program.

KEY EVENTS SCHEDULE

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

| Milestone | Date |
|--------------------------------------|--------------------|
| RFP Release | August 8, 2017 |
| Pre-Proposal Conference | August 22, 2017 |
| Deadline for Final Written Questions | August 25, 2017 |
| Proposal Due Date | September 12, 2017 |
| Contract Start Date | October 27, 2017 |

PROPOSER QUESTIONS

Final questions regarding this Procurement must be received by the 5:00 p.m. pacific time on August 25, 2017. Questions shall be in writing and submitted online through the District's Vendor Website at <https://vendors.lausd.net/irj/portal>

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000001304

INSTRUCTIONAL MATERIALS FOR ENGLISH LANGUAGE LEARNERS

TABLE OF CONTENTS

| Title | Page Number |
|-------|----------------|
|-------|----------------|

Table of Contents

| | |
|--|----|
| EVALUATION CRITERIA | 7 |
| PROPOSAL SUBMITTAL REQUIREMENTS..... | 23 |
| STATEMENT OF WORK | 25 |
| INSTRUCTIONS TO PROPOSERS..... | 28 |
| SUBMITTAL FORMS | 38 |
| PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE | 39 |
| COMPLIANCE WITH LAUSD ETHICS AND INTEGRITY STANDARDS | 40 |
| DISTRICT TERMS AND CONDITIONS | 46 |
| INSURANCE REQUIREMENTS..... | 60 |
| CONTRACTOR’S CODE OF CONDUCT | 67 |
| SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM | 81 |
| DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) UTILIZATION PROGRAM..... | 83 |
| LOBBYIST REGISTRATION..... | 85 |
| BIDDER’S QUESTIONNAIRE..... | 86 |
| RATE SCHEDULE..... | 88 |
| GRATIS ITEM SCHEDULE | 89 |
| APPENDIX I – UNIFIED DIGITAL INSTRUCTIONAL PROCUREMENT PLAN | 90 |
| APPENDIX II – COUNCIL OF THE GREAT CITY SCHOOLS MEMBER DISTRICTS | 91 |

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000001304

INSTRUCTIONAL MATERIALS FOR ENGLISH LANGUAGE LEARNERS

EVALUATION CRITERIA

Proposals will be evaluated for responsiveness to the requirements of this 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.

Any IM Development Contracts will be awarded to those responsible and responsive firms with the highest scores who offer a fair and reasonable price.

Proposals will be evaluated on the extent to which the proposal meets the Minimum Qualification Requirements and evaluation criteria herein. At the District's discretion, clarification interviews may be done as part evaluation activities. A "competitive range" (short list) will be established for negotiation and possible contract award.

| <i>A Minimum Qualification Requirements</i> | | <i>Pass/Fail</i> |
|---|--|---------------------|
| <i>B</i> | Evaluation Criteria | Points-based |
| | <i>Criteria</i> | <i>Max Points</i> |
| 1 | Organization's Qualifications and Experience | 15 |
| 2 | Proposed Team | 20 |
| 3 | Project Proposal/Program | 30 |
| 4 | Quality of Instructional Materials | 40 |
| 5 | Customer Service | 5 |
| 6 | Professional Development Experience | 10 |
| 7 | Professional Development Implementation Capacity | 15 |
| 8 | Price | 35 |
| 9 | Digital Products (Electronic Version) | 20 |
| 10 | Small Business Enterprise Participation | 5 |
| 11 | Work-based Learning Plan (WBLP) | 5 |
| AGGREGATE MAXIMUM: | | 200 |

MINIMUM QUALIFICATIONS –Pass/Not Pass

In order to be found sufficiently qualified to submit a proposal in response to this RFP, a firm must show that it meets each of the following minimum requirements:

A.

| | Minimum Qualification Requirement | What We're Looking For | Basis on Which Evaluation Will Be Made [What Proposer is to Submit] |
|---|--|--|---|
| 1 | Adequate Financial Resources | A firm that has been in business for a while and is able to anticipate and support its operational needs and manage the associated risks. | <ul style="list-style-type: none"> • Evidence of compliance with District insurance requirements – Either <ul style="list-style-type: none"> ○ Certs. of Ins. showing compliance or ○ Broker's letter indicating ability to comply or ○ Proposer written confirmation of ability to comply and commitment to comply if and when offered a District contract • Written certification that the proposing firm has been in business a minimum of five (5) years, and is able to anticipate and support, its operational needs and to appropriately manage and address the risks associated with its operation. |
| 2 | Record of Integrity | An indication that the proposing firm has acted ethically in the past and will conduct itself ethically and with careful adherence to the District's ethics policies in the future should it be awarded a District contract. | <ul style="list-style-type: none"> • District Ethics Certs. (with "no's" satisfactorily explained) • No 'Active Exclusion' on the System for Award Management |
| 3 | Minimum Comparable Experience | Evidence that the firm has experience producing and supplying English Language Learners printed and online digital textbooks to public school districts, charter school organizations, or college & universities. | <ul style="list-style-type: none"> • Vendor's written representation • Vendor should submit a minimum of two (2) recent Reference Letters |
| 4 | Unified Digital Instructional | Proposers must meet the LAUSD Unified's Digital Instructional Plan's requirements regarding Single Sign | Completed Unified Digital Instructional Procurement Plan |

| | Minimum Qualification Requirement | What We're Looking For | Basis on Which Evaluation Will Be Made [What Proposer is to Submit] |
|--|--|---|--|
| | Procurement Plan | <p>On and Security Assertion mark-up Language, Student Data Privacy, Data Security and Learning Management System Compatibility. Determination as to whether a Proposer meets those minimum requirements will be based on Proposer's responses in completion of the Unified Digital Instructional Procurement Plan, that is attached (Appendix I) and can also be downloaded with this RFP document from the LAUSD Procurement website:</p> <p><u>https://psd.lausd.net/vendors/RFPList.aspx?RFPStatus=Current</u></p> | |

EVALUATION CRITERIA

B. Submission of Proposals. Publishers are invited to submit materials proposals (and prototype) for full consideration.

| | <i>Evaluation Criteria</i> | <i>Submittal Requirements</i> | <i>Max. Points</i> |
|----------|--|---|---------------------------|
| 1 | Qualifications and Experience - Includes organization | Qualifications Statement | 15 |
| | <p>Proposer demonstrates substantial expertise and experience in providing instructional materials for English Language Learners.</p> <p>Preference will be given to respondents with:</p> <ul style="list-style-type: none"> • Substantial and successful experience in creating materials for English learners • A well-articulated theory of action regarding instruction for ELLs • A stated or demonstrated willingness to evolve based on feedback | <p>Address your organization's relevant experience and technical capabilities to perform the services required by the Statement of Work. The qualification statement should address in a qualified statement:</p> <ul style="list-style-type: none"> • Describe the organization. Include background information about how long the organization has been in operation, its mission, and a summary of instructional materials that have been created and are currently available to teachers of ELLs. • Delineate why your organization is well suited to participate in this project, and include a brief description of your company's theory of action regarding instruction for ELLs. | |
| 2 | Team | List of Team Members, Resumes, Description of Expert Involvement | 20 |
| | <p>Preference will be given to respondents with:</p> <ul style="list-style-type: none"> • Team members with demonstrated expertise in creating instructional materials for ELLs • Respected expert advisors whose work represents the current conversations and issues related to the needs of ELLs | <ul style="list-style-type: none"> • Please list key team members who will work on this project, and include a statement of each team member's role in creating the instructional materials for ELL, relevant experience/expertise with ELLs, the Common Core State Standards (CCSS), CCSSM (Common Core State Standards for Mathematics), other college- and career-readiness standards for mathematics, and curriculum development. • Provide resumes for each key team member showing relevant experience • If ESL/ELD experts/researchers are listed as program authors, briefly describe their level of involvement. | |
| 3 | Project Proposal/Program Submission | Project Proposal | 30 |

| | Evaluation Criteria | Submittal Requirements | Max. Points |
|--|--|--|-------------|
| | <p>Preference will be given to respondents with materials or prototypes that are:</p> <ol style="list-style-type: none"> 1. Consistent with the criteria for grades 6, 7, 8 mathematics along the algebra progression as delineated in the Council's GIMET-QR. 2. Consistent with the Theory of Action expressed in the A Framework for Re-envisioning Math Instruction for English Language Learners, available at http://www.cgcs.org/cms/lib/DC00001581/Centricity/Domain/87/FrameworkForMath4ELLS.pdf, as appropriate. 3. Reflective of the non-negotiables stated in the <i>Framework</i> document (2), in the five major areas: <ul style="list-style-type: none"> - Materials reflect high expectations for ELLs by including tasks and assignment that were rigorous and on grade level. - Materials support mathematics instruction that emphasized developing mathematical understanding, engaged in valued mathematical practices, and applying mathematical concepts to real-world situations. - Instructional materials support multiple modes of communication and presentation to help advance students' understanding of mathematics. - Materials support mathematics instruction that teaches students to reason mathematically and to use precise mathematical language to express their reasoning. - Materials include scaffolds that provide an entry point for students to actively engage with | <p>Project Proposal (3 pages or less). Whether the materials/programs <i>are existing or new</i>, describe the following:</p> <ol style="list-style-type: none"> 1. How are your proposed print and digital materials designed to work together? 2. How will you document that instruction, activities, and assessments are aligned to standards for intended grade levels? 3. What is your vision for how the proposed unit fits into a coherent instructional framework, i.e., this unit as one part of a well-developed instructional pathway. 4. How do/will the materials support for ELLs across multiple proficiency levels without compromising grade-level rigor? <p>Use Case for Either New or Existing Program:</p> <ol style="list-style-type: none"> a) Describe the context you envision in which the teacher works. <ol style="list-style-type: none"> a. Math class with no additional staff support for ELLs? b. Math class with push-in support from an ESL/ELD teacher? c. Co-taught class? b) Describe the students, including group size, English language proficiency, and any other key characteristics. <p>Describe the scenario in which the materials will be used as fully as you possibly can, and summarize the desired teacher and student outcomes and how they will be measured</p> <p>Provide a description of how your materials would align with the "Guiding Statement" in Section 1 (CCSS-M Clusters and Standards) of GIMET-QR for the area of focus for each grade.</p> | |

| | Evaluation Criteria | Submittal Requirements | Max. Points |
|---|---|---|--------------------|
| | <p>cognitively demanding grade-level mathematics. Scaffolds should not entail a lower level of content or instructional rigor.</p> <p>4. Aligned to the college and career ready standards as outlined in the Council of the Great City Schools Grade-Level Instructional Materials Evaluation Tool-Quality Review (GIMET-QR) grade level criteria. Specifically for this RFP, materials should be aligned to the criteria for Mathematics Grade-Levels:</p> <ul style="list-style-type: none"> - Grade 6 - Grade 7 - Grade 8 <p>Go here to access the GIMET-QR: https://www.cgcs.org/Page/483 (Scroll to the second half of the page below the ELA tools.)</p> <p>Preference will be given to respondents who specifically address the needs of:</p> <ul style="list-style-type: none"> • Long-Term ELLs (LTELs) or • Students with Limited or Interrupted Formal Education (SLIFE) | | |
| 4 | Quality of Instructional Materials | Sample Assessment Materials, Sample Lessons (or initial prototypes) | 40 |
| | <p>Proposer's quality of books and instructional materials shall be evaluated according to the criteria listed in the following two documents:</p> <ul style="list-style-type: none"> - Council of the Great City School GIMET/QR, and - A Framework for Re-envisioning Math Instruction for English Language Learners. <p>The ideal instructional materials will be well-aligned to the college and career ready standards as outlined in the Council of the</p> | <ul style="list-style-type: none"> - - Submit Teacher Instructional Guides/Lessons, for grades 6-8 (no more than two per grade) that demonstrate lessons, tasks and assignments that reflect the specified criteria. - Submit sample formative assessment materials. | |

| | <i>Evaluation Criteria</i> | <i>Submittal Requirements</i> | <i>Max. Points</i> |
|--|--|---|---------------------------|
| | <p>Great City Schools Grade-Level Instructional Materials Evaluation Tool-Quality Review (GIMET-QR) grade level criteria. Specifically for this RFP, materials should be aligned to the criteria for Mathematics Grade-Levels:</p> <ul style="list-style-type: none"> - Grade 6 - Grade 7 - Grade 8 <p>Go here to access the GIMET-QR: https://www.cgcs.org/Page/483</p> <p>(Scroll to the second half of the page below the ELA tools.)</p> <p>The ideal instructional materials will:</p> <ol style="list-style-type: none"> a. Balance conceptual understanding and procedural fluency along the progression to algebra as student's transition from grade six to eight b. Use application problems, including tasks and assignments, so students are able to make explicit connections between and among concepts both within and across grades; experiences where students are both receptive learners (learning and understanding the mathematics) and productive learners (doing, explaining, clarifying, connecting, and illustrating their evolving understanding). c. Emphasize understanding and the use of multiple representations; and d. Focus on academic language development with an emphasis on | <ul style="list-style-type: none"> - Provide a description of how your materials would align with the "Guiding Statement" in Section 1 (CCSS-M Clusters and Standards) of GIMET-QR for the area of focus for each grade. | |

| | Evaluation Criteria | Submittal Requirements | Max. Points |
|----------|--|---|--------------------|
| | connecting technical, discipline-specific words and phrases to informal language and phrases, explanations, expressions, and reasoning, as well as tasks that require students to engage in academic conversations. | | |
| 5 | Customer Service | Qualifications Statement, Reference Input | 5 |
| | <p>Proposer's customer service shall be evaluated according to the following sub-criteria listed below. Sub-criteria are in descending order of importance.</p> <ol style="list-style-type: none"> 1. Proposer's customer service provides adequate and timely response to the needs of all District elementary schools. 2. Proposer offers supplemental services that are of assistance to schools. | <ol style="list-style-type: none"> 1. Describe the customer service resources and any specialized services that your firm offers, such as delivery and inventory maintenance. 2. Describe how problems with school orders, such as errors and damaged books, will be resolved. Indicate timeframe i.e., number of hours/days to resolve issue(s). 3. Provide reference contact information for up to three school districts for which you have provided customer services. 4. Provide examples of any established metrics that indicate the quality of customer service being provided (e.g. customer surveys; KPI for average wait time on calls, etc.). | |
| 6 | Professional Development Experience | PD Staff Resumes, Reference Input, PD Approach Description | 10 |
| | <p>Proposer's professional development shall be evaluated according to the sub-criteria listed below.</p> <ol style="list-style-type: none"> 1. Proposer demonstrates a record of providing educational professional development to urban school districts with | <ol style="list-style-type: none"> 1. When and to whom has the firm offered professional development in Mathematics instruction and appropriate pedagogy for ELLs? 2. Provide resumes (minimum 3, maximum 6) of instructional staff with five or more years of | |

| | Evaluation Criteria | Submittal Requirements | Max. Points |
|---|---|---|--------------------|
| | <p>high-need English language, dual language learners, and diverse student populations with a wide range of skill levels.</p> <p>2. Proposer demonstrates a record of providing professional development aligned to the instructional shifts and higher demands of college and career ready standards in mathematics.</p> <p>3. Each proposer's representative instructional staff has a substantial number of years of classroom teaching experience in Mathematics and ELD and more experience teaching adults.</p> <p>4. Proposer demonstrates capacity to fulfill high demand for services and provide adequate support to multiple stakeholders.</p> | <p>Mathematics and ELD teaching experience and one or more years of experience teaching adults.</p> <p>3. Provide reference contact information for a minimum of three <i>middle school principals</i> or administrators for whom you have provided recent professional development in Mathematics instruction for ELLs.</p> <p>4. Provide reference contact information for up to three different <i>school districts</i> that you have recently provided professional development.</p> <p>5. Describe your experience providing professional development to Grade 6-8 teachers, principals, and administrators responsible for teaching diverse learners in urban school settings with a wide range of skill levels.</p> <p>6. Describe your plan for delivering the professional development. How would it be presented and in what forms?</p> <p>7. Indicate the approximate capacity of your firm to provide professional development services (for example, maximum number of participants over a 90 day period). Describe your plan to meet increasing demand while maintaining quality of services.</p> <p>8. Describe your plan for delivering initial training, follow-up training, and digital training.</p> | |
| 7 | Professional Development Implementation Capacity | Training Team List, PD Approach Description | 15 |
| | Preference will be given to respondents who: | (2 pages or less). | |

| | <i>Evaluation Criteria</i> | <i>Submittal Requirements</i> | <i>Max. Points</i> |
|--|---|--|---------------------------|
| | <ul style="list-style-type: none"> • Include two distinct components in their “Gratis PD”: <ol style="list-style-type: none"> a) “Training” component of no more than 25% (grade level focus, walk-through of elements and features of materials), b) “Professional development” component of at least 75% (instructional modeling using program components, demonstrating “best practices” for using instructional materials to maximize learning and accelerate academic English development in content-appropriate registers, ideally co-presented with district staff) <p>For all PD, those that meet more of the following sub-criteria will be given preference:</p> <ul style="list-style-type: none"> • Have the capacity to deploy multiple well-qualified consultants in the district on a single day • Demonstrate a willingness to co-create the professional training along with district team members • Articulate a clear Theory of Action for training that reflects adult learning principles • Offer professional learning in a variety of delivery methods including asynchronous/digital (on demand), blended learning, and train-the-trainer | <ul style="list-style-type: none"> • List names and relevant qualifications (ELD, Mathematics, and adult learning) for members of your professional development team who would be involved in the implementation of this program. • Describe your approach for co-designing and co-developing professional learning with the district, and your theory of action for effective implementation of training. • How many trainers can you deploy on any given day? How much advance notice is required for scheduling training days? | |

| | Evaluation Criteria | Submittal Requirements | Max. Points |
|---|--|---|--------------------|
| | <ul style="list-style-type: none"> Demonstrates a willingness to collaborate with the district to create a vehicle for sustaining the professional development (with coaches, trainer of trainers) once the proposer departs | | |
| 8 | Price | Rate Schedule, Gratis Items Schedule, Additional PD Schedule | 35 |
| | <p>Proposer's proposed pricing shall be evaluated according to the sub-criteria listed below. Sub-criteria are in equal order of importance.</p> <ol style="list-style-type: none"> Proposer offers the best price for comparable services and related materials Proposer's offering of gratis items reflect an attitude of partnership with an interest in mutual-benefit Proposer's pricing for additional professional development, beyond the Gratis PD required, reasonably reflects the extent of services to be provided | <p>Provide:</p> <ul style="list-style-type: none"> A completed Rate Schedule for proposed instructional materials and A completed Gratis Items Schedule detailing the additional items that may, at the District's request, accompany District orders for instructional materials; and To the extent available, proposer's current pricing for "Additional PD," including the the costs of associated materials and media <p>The Additional PD Schedule should be in a form that would provide school principals information needed to easily identify those services that meet their needs and budgets. (Please note that the Additional PD Schedule in its final agreed upon form will be incorporated into any resulting contract. This pricing is for additional professional development beyond the Gratis PD required. Mandatory bundles and minimum quantities will not be considered.)</p> | |
| 9 | Digital Products | Digital Products Samples, Digital Products Description | 20 |

| | <i>Evaluation Criteria</i> | <i>Submittal Requirements</i> | <i>Max. Points</i> |
|--|---|---|---------------------------|
| | <p>Proposer's digital products (other than pdf files) shall be evaluated according to the following sub-criteria listed below Sub-criteria are listed in equal order of importance.</p> <p>1. Proposer's digital products (other than pdf files) shall be evaluated according to the following sub-criteria listed below.</p> <p>2. Sub-criteria applicable to the proposer's digital products are listed in equal order of importance.</p> <ol style="list-style-type: none"> Are LTI and/or Common Cartridge compliant. Are Chrome/Chrome OS/Mac/Windows compatible and work seamlessly with any up-to-date browser. Provide on-line assessments to determine personalized needs and growth patterns for each student. Aggregate reports of assessment results can be sorted by student grade level and language proficiency level. Provide access to real time data "next step" instruction, with specific recommendations to teachers of English learners on supporting students at various levels of language proficiency, etc., to teachers and parents. Adaptively adjust to student needs based on data and student interests. | <ul style="list-style-type: none"> Provide two sample digital products per grade level along with associated supporting applications. For those programs with a digital component, please describe, in one page or less, the extent to which the materials are: interactive (and not just flat PDFs of printed materials), and - "technologically agnostic;" that is, able to run on all major operating systems (Windows, Android, iOS, etc.) and browsers (Explorer | |

| | <i>Evaluation Criteria</i> | <i>Submittal Requirements</i> | <i>Max. Points</i> |
|--|---|--------------------------------------|---------------------------|
| | <ul style="list-style-type: none"> f. Provide access to on-line language and mathematical conceptual support. g. Include scaffolds for ELLs and any other students with language-related needs and challenges that deepen understanding. h. Assist students in making connections among multiple representations (verbal, symbolic, abstract, visual, algebraic, etc.) and support students in expressing their reasoning using multiple representations. i. Encourage student agency and independence in the learning process through student-paced instructional activities focused on building conceptual understanding. j. Support differentiated instruction among diverse learners in ways that provide opportunities for remediation, intervention, and enrichment through enhancing and expanding classroom content through online instructional resources. k. Guide teachers in using technology to support the development of mathematical reasoning. l. Support alternative research-based teaching models—flipped classrooms, blended learning, etc.—with digitally accessible instructional activities and resources. | | |

| | Evaluation Criteria | Submittal Requirements | Max. Points |
|----|--|---|--------------------|
| | <p>Preference will be given to—</p> <p>3. Respondents who offer digital materials that are accessible to student who may not have access to the internet at home, for e.g., an App for mobile devices.</p> | | |
| 10 | Small Business Enterprise (SBE) Participation - 5 points | Small Business Enterprise (SBE) Utilization Report | 5 |
| | Small Business Enterprise (SBE) - Proposers should use their best efforts to comply with the District's Small Business Enterprise Utilization Program's 25% goal. Proposals that reflect a greater commitment to use SBEs will be scored higher. | Submit completed SBE Utilization Report and evidence of SBE certification documentation. | |
| 11 | Work Based Learning Partnership (WBLP) Plan | Work Based Learning Partnership (WBLP) Plan | 5 |
| | <p>The higher-rated opportunities will benefit a larger number of students, cover a longer period of time, and do more of the following (listed in descending order of value):</p> <ol style="list-style-type: none"> 1. If an internship, be a paid internship (at least minimum hourly wage and transportation assistance), 2. Lead to a credential or certificate in the industry (e.g., MS-certified, Apple-certified, phlebotomist, pharmaceutical technician, etc.). | 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 | |

| | Evaluation Criteria | Submittal Requirements | Max. Points |
|------------------------------|--|---|--------------------|
| | <p>3. Provide substantive on-the-job training tied to the industry (i.e., work on a project that benefits the organization and teaches the student valuable workplace skills, not just answering phones or emptying garbage), and/or</p> <p>4. Assist with school-based activities (e.g., project-assessments, job-shadowing, mentoring, workplace tours, etc.).</p> <p>Proposers can receive credit for already-established programs that District students can access.</p> | <p>here: http://achieve.lausd.net/LinkedLearningVendors.</p> <p>Submit your WBLP commitment and include the following information:</p> <p>Nature of WBLP,</p> <ul style="list-style-type: none"> • For which Core Component(s) • Frequency, • Location (District-provided or Contractor-provided), • For each WBLP occurrence or event: <ul style="list-style-type: none"> ○ Duration commitment ○ Number of participants permissible, ○ Number of proposer staff actively involved, ○ Prerequisites for eligible participants, if any • Opportunity for participant compensation (e.g., scholarships, prizes, expenses, salary), and • Discussion of how your WBLP Plan addresses this evaluation criterion. | |
| TOTAL MAXIMUM POINTS: | | | 170 |

BASIS OF AWARD

Subject to the provisions herein, Contract award(s) will be made to the “highest scored” proposal(s), with the appropriate consideration given to the evaluation factors stated herein. The District reserves the right to make multiple contract awards.

END OF EVALUATION CRITERIA

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000001304
INSTRUCTIONAL MATERIALS FOR ENGLISH LANGUAGE LEARNERS)

PROPOSAL SUBMITTAL REQUIREMENTS

CONTENTS OF PROPOSAL

VOLUME I

A. COVER LETTER

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

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

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

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

B. QUALIFYING MATERIALS

Proposer should submit each of the items identified in the:

- Minimum Qualifications table under the heading “Basis on Which Evaluation Will be Made (What Proposer is to Submit)”
- Evaluation Criteria table under “Submittal Requirements”
- All other required items in the various Exhibits

VOLUME II– CERTIFICATION FORMS

1. Proposer’s Letter/Certification of Acceptance – Section II-B1
2. Certification of Compliance with LAUSD Ethics and Integrity Standards – Section II-B2
3. Insurance Requirements – Section II-B3 (evidence that proposer has or can obtain prior to contract award) INSURANCE –
 - The evidence of insurance-compliance required is evidence that the proposer does or can provide the minimum insurance covered specified in the District Terms and Conditions, which the selected vendors will be required to maintain for the duration of the term of any IM Development Contract awarded to that vendor.
4. Small Business Enterprise (SBE) Utilization Report – Exhibit C
5. Disabled Veteran Business Enterprise (DVBE) Utilization Report – Exhibit D

END OF PROPOSAL SUBMITTAL REQUIREMENTS

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000001304

INSTRUCTIONAL MATERIALS FOR ENGLISH LANGUAGE LEARNERS

SECTION I (Continued)

STATEMENT OF WORK

1.0 SCOPE AND REQUIREMENTS

The selected vendors will work collaboratively with the LAUSD, CGCS and other CGCS member school districts to develop and supply CGCS members with state-of-the-art mathematics instructional materials for English Language Learners in Grades 6-8. The instructional materials must be in digital and paper form.

Publishers who wish to participate in this collaborative/joint procurement process to develop improved mathematics materials that support English Language Learners and explicitly address their language-related needs are invited to submit a proposal for consideration as described below.

Proposers should be able to provide mathematics and pre-algebra textbooks, online digital instruction, and related instructional materials explicitly in support of English Language Learners and their teachers. The instructional material should address 6-8th grade-level standards and required content in mathematics and pre-algebra. **The instructional materials must be available in both English and Spanish.** Other languages may also be requested. Responses will be categorized according to the content area and/or grade (or span) addressed, and evaluated accordingly.

The instructional materials should be:

- Consistent with the criteria for grades 6, 7, 8 mathematics along the algebra progression as delineated in the Council's *GIMET-QR*.
- Consistent with the Theory of Action expressed in the *A Framework for Re-envisioning Math Instruction for English Language Learners*, available at <http://www.cgcs.org/cms/lib/DC00001581/Centricity/Domain/87/FrameworkForMath4ELLs.pdf> as appropriate.

Digital Delivery of Instructional Materials

Instructional materials must go beyond electronic format (flat PDFs of printed materials) to include fully digital format (interactive, multimedia).

(a) "Electronic format" means text-based or image-based content in a form that is produced on, published by and readable on computers or other digital devices and is an electronic version of a printed book, whether or not any printed equivalent exists.

(b) “Digital format” means text-based or image-based content in a form that provides the student with various interactive functions; that can be searched, tagged, distributed and used for individualized and group learning; that includes multimedia content such as video clips, animations and virtual reality; and that has the ability to be accessed at anytime and anywhere.

If selected, you would agree to participate in all of the steps as described in the following sequence of events:

1. Completed proposals are submitted
2. Review panel convenes in Los Angeles to evaluate initial proposals and select publishers to participate in collaborative conversations; selected participants are notified.
3. Contracts are entered into.
4. Publishers’ key editorial and development team members (not sales representatives), the District, and a CGCS-convened team meet for training on criteria and initial review of existing materials.
5. Publishers begin developing prototype units or revising existing units based on feedback. (final prototype development due by May 1, 2018)
6. Prototypes/evolved units are presented to the District and a CGCS-convened team for a second round of feedback/input.
7. Publishers finalize instructional materials and develop across grade levels (no later than November 1, 2018).
8. Finalized/published materials are submitted for consideration for joint procurement
9. Review committee selects materials that meet the evaluation criteria.
10. Publishers meet with adopting districts to co-construct/plan/schedule implementation training.

Professional Development

Over the course of any IM Development Contract, at the District’s request, Contractor will provide training (i.e., professional development) on the use and application of Contractor’s proposed instructional materials to the teachers and administrative staff of the District who are likely to use those materials as detailed in the Contract Terms and Conditions. With respect to that professional development:

1. Each session will be expected to convey the information needed without reliance on the District’s purchase of additional or associated material or training;
2. Contractor will work with the District to design and deliver regular follow-up and online training to ensure sustainability of conveyed concepts despite staff turnover;
3. For “Gratis PD,” that is, the professional development the Contractor commits to provide specifically in connection with the instructional materials identified in any IM Development Contract, Contractor shall strive to devote at least 75% of that professional development time to instruction with no more than 25% of that time being dedicated to the use of Contractor’s instructional materials within the District’s instructional needs and curriculum framework; and
4. The content of professional development should focus on instruction and the use of the instructional materials to ensure that ELLs are provided access to grade-level content in

mathematics Grades 6-8, to successfully prepare them for Algebra by 9th grade. This would include:

- a. Developing teachers' instructional capacity and the use of materials to engage ELLs with visual representation and mathematical thinking tools, while regularly integrating access to and development of the language used in mathematics,
 - b. Highlighting high-leverage practices and strategies for supporting and enhancing mathematical reasoning among ELLs, and
 - c. Helping principals and administrators to understand that language development and mathematical discussion are productive parts of the process of learning math.
5. The content of "Additional PD" shall be as the parties determine and agree.

END OF STATEMENT OF WORK

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION I (Continued)

INSTRUCTIONS TO PROPOSERS

| <u>INST. NO.</u> | <u>DESCRIPTION</u> |
|-----------------------------|--|
| IP-1 | EXAMINATION OF RFP DOCUMENTS |
| IP-2 | INTERPRETATION OF RFP DOCUMENTS |
| IP-3 | PREPARATION OF PROPOSAL |
| IP-4 | MODIFICATION AND ALTERNATIVE PROPOSALS |
| IP-5 | PRE-PROPOSAL CONFERENCE |
| IP-6 | ADDENDA |
| IP-7 | SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE |
| IP-8 | WITHDRAWAL OF PROPOSALS |
| IP-9 | INSURANCE REQUIREMENTS |
| IP-10 | SUBMISSION OF PROPOSAL |
| IP-11 | PROPOSAL EVALUATION PROCESS |
| IP-12 | DEBRIEFING |
| IP-13 | PUBLIC RECORDS ACT |
| IP-14 | DISTRICT RIGHTS |
| IP-15 | DISTRICT OWNERSHIP OF PRODUCTS |
| IP-16 | COMMUNICATION WITH THE DISTRICT |
| IP-17 | DISQUALIFICATION OF PROPOSERS |
| IP-18 | EXECUTION OF CONTRACT |
| IP-19 | FINGERPRINTING |

| | |
|-------|---|
| IP-20 | FILING OF PROTESTS |
| IP-21 | SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM |
| IP-22 | LAUSD'S ETHICS STANDARDS |
| IP-23 | MANDATORY LOBBYING DISCLOSURE |
| IP-24 | PRE-AWARD AUDITS |

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000001304
Instructional Materials for English Language Learners

SECTION I (Continued)

INSTRUCTIONS TO PROPOSERS

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

IP-1 EXAMINATION OF RFP DOCUMENTS

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

IP-2 INTERPRETATION OF RFP DOCUMENTS

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

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

IP-3 PREPARATION OF PROPOSAL

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

IP-4 MODIFICATIONS AND ALTERNATIVE PROPOSALS

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

IP-5 PRE-PROPOSAL CONFERENCE

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

IP-6 ADDENDA

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

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

Proposers shall acknowledge receipt of and number 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.

1P-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, 28th Floor, Room 28-153, 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 Exhibit C - Small Business Enterprise (SBE) Utilization Program.

IP-22 LAUSD'S ETHICS STANDARDS

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

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

IP-23 MANDATORY LOBBYING DISCLOSURE

To promote transparency and maintain a fair and open playing field, the District's Board of Education enacted an updated Lobbying Disclosure Code in 2006. The Code applies to vendors, contractors, consultants, and other outside organizations that seek to

influence District decisions. If you or your organization is seeking to influence a purchasing, policy, site selection or any other District decision – you may be required to register under the Lobbying Disclosure Code.

Please note that lobbying activities are defined broadly and include sales and marketing efforts directed towards District employees. To learn about the specific criteria that trigger the need for organizations and individuals to register, visit the Ethics Office website at: 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 Procurement Services Division may request that the District’s Office of the Inspector General perform a Pre-award Audit on any contract to be awarded as a result of this RFP.

END OF INSTRUCTIONS TO PROPOSERS

END OF SECTION I

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000001304
Instructional Materials for English Language Learners

SECTION II -

SUBMITTAL FORMS

GENERAL INSTRUCTIONS

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

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

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

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000001304
Instructional Materials for English Language Learners

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. 2000001304**, we the undersigned hereby declare that we have carefully read and examined the RFP documents, acknowledge receipt of Addendum No(s). _____, and hereby propose to perform the Statement of Work as required in the RFP.

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

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

The undersigned has reviewed the lobbyist registration program information included in the RFP (Exhibit G).

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: |
|-----------------------|-------------------|---------------------|

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000001304
Instructional Materials for English Language Learners

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

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

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

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

1. ETHICS AGREEMENT

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

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

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

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

| | | | |
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| 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.

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| 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):

| | | | |
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| 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 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

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| | INFORMATION, DIRECTLY OR INDIRECTLY, FOR PERSONAL, FINANCIAL OR OTHER PRIVATE INTERESTS IS STRICTLY PROHIBITED. | | |
| 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):

| | | | |
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| 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.

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| 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 |
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| 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):

| | | | |
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| 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 |

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| 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 |

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

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

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

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

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

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000001304
Instructional Materials for English Language Learners

SECTION III

EXHIBIT A

DISTRICT TERMS AND CONDITIONS –

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

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

The Contractor shall ensure that all instructional materials submitted must be equal to and greater than submitted prototype materials and must be deemed acceptable by the District.

When providing products and/or services to participating districts and additional terms and conditions are required, the Contractor may accept a participating district's contract outlining the additional mutually agreed terms and conditions.

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000001304

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT (this “**Contract**”) is entered into as of September 1, 2017 (the “**Effective Date**”), by and between **Contractor’s Name** (“**Contractor**”), and the Los Angeles Unified School District (“**LAUSD**” or the “**District**”), with reference to the following:

- A. The District wishes to engage a Publisher to develop and supply printed books, online subscriptions, and related instructional materials for mathematics that attend to the needs of English Language Learners in grade 6-8. The Publisher must also provide professional development and training workshops for grades 6-8 teachers and administrators.
- B. The District agrees to authorize Contractor to provide the requested English Language Learners books, online subscriptions, related instructional materials in mathematics, and professional development training as set forth in this Contract, and Contractor agrees to provide the instructional materials for mathematics that meet the needs of English Language Learners, online subscriptions, related materials, and professional development training to the District and/or participating districts in accordance with the terms of this Contract.

WHEREAS, the District is authorized by Government Code Section 53060 to contract with an independent contractor specially trained to perform special services required; and WHEREAS, the Contractor is specially trained and experienced and competent to perform the special services pursuant to this Agreement; THEREFORE, the parties hereto agree as follows:

- 1. PERIOD OF AGREEMENT. This Agreement shall be from October 27, 2017 through October 26, 2022 which includes two (1) one-year options.
- 2. APPROVAL. This Agreement is of no force or effect until signed by both parties and approved by the Board of Education of the Los Angeles Unified School District (“Board of Education”), or an authorized designee of the Board of Education. Contractor may not commence performance until such approval has been obtained.
- 3. DUTIES OF THE CONTRACTOR. shall be to provide products and/or services in accordance with **Exhibit A, Statement of Work**, which is attached hereto and made a part hereof. Any works created by Contractor under this Agreement will be considered “works for hire” under U.S. Copyright Law such that the District will be the sole copyright owner of any works Contractor creates.

The performance of these duties shall be at times and places within the limits of District policy at the discretion of the Contractor.

- 4. INDEPENDENT CONTRACTOR. While engaged in performance of this Agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District. Contractor is not entitled to benefits of any kind to which District’s employees are entitled, including but not limited to unemployment compensation, workers’ compensation, health insurance and retirement benefits.

Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to performance of this Agreement. Contractor assumes full responsibility for workers' compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor's employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Contractor agrees to indemnify District for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by Contractor's employees and agents under this Agreement.

5. **CONTRACT AMOUNT.** The District shall pay the Contractor on a **Fixed-Unit Rate** basis in accordance with **Exhibit G, Rate Schedule** which is attached hereto and made a part hereof. Payment shall be contingent upon acceptance of the work and approval of invoice(s) by the District Administrator or designee.
6. **PRICING.** The prices to be paid for Products purchased by the District shall be the prices set forth under this Contract. The pricing shall be that which is in effect at the time the District places the order via purchase order or P-card Order (or if lower, the prices set forth under this Contract).

In the event that Contractor introduces an upgraded version of its online subscription and/or textbook, the Contractor shall provide the upgraded versions at the same price and rate as the current rate.

The District and Contractor may negotiate in good faith for lower prices for Products and Services when any particular project or order should exceed at least \$100,000 in value.

The District reserves the right to audit, as necessary, to ensure that any and all discounts and price reductions to which the District is entitled are reflected in the prices charged the District by Contractor. District shall perform, and Contractor shall permit, any such audit in the manner described in Section 14 of this Contract, for the purpose set forth in the preceding sentence.

7. **INVOICES AND PAYMENTS.** The District will process payment within 30 days of receipt of invoice(s) which meet the requirements of this section. This is a zero-dollar-based contract. The District makes no representation that any minimum amount of services will be ordered by it (through any school or office) from Contractor during the term of this Agreement. The District does NOT represent or guarantee that any minimum number or dollar amount of purchase orders will be issued under this Agreement. Contractor shall only be obligated to provide, and the District will only be obligated to pay for, those services described in a written District purchase order, bearing the signature of the District's Chief Procurement Officer. . Invoices must (a) reference this Agreement number and the related purchase order number, (b) be signed and submitted by the Contractor to the locations identified below, and (c) shall itemize products, services, date(s), and payment rate(s) consistent with the terms of this Agreement. Any invoice(s) failing to meet the requirements set forth in this section will not be considered for payment within 45 days and may be rejected and/or returned to the Contractor for correction. The District reserves

the right to withhold payment as a “set off” against amounts due, or to become due, to the District resulting from any other contracts or purchase orders awarded to the Contractor. Additional documentation shall be furnished by the Contractor to the District’s Accounts Payable Branch upon request.

All invoices applicable to this Contract must be submitted by the Contractor no later than 60 days after the termination or expiration of this Contract. Late invoice submittals may result in non-payment.

Mail Original Invoice(s):

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

Or Email Invoices to:
accounts-payable@lausd.net

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

Los Angeles Unified School District
333 S. Beaudry Avenue
Los Angeles, CA 90017
Attention: [contact for ordering party]

With Emailed copy to:
[ordering party email address]

8. TAXES The Rate Schedule shall exclude all applicable taxes. The District shall pay only the California Sales and Use Tax, and/or the Los Angeles County Uniform Local Sales and Use Tax, when applicable and listed separately on the invoice.

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 at the Effective Date that becomes effective during the Contract period shall be paid by the District, providing that the items/services being provided under this Contract are subject to such tax. Contractor shall notify the District of any applicable changes in taxation categories or rates.

9. AUTHORIZED DISTRICT REPRESENTATIVE

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

The authorized District representative for this Contract will be:

Sybil Ward, Contract Administration Manager
Phone: (213) 241-3594
Email: sybil.ward@lausd.net

10. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands, and communication to be given hereunder by either party shall be in writing and shall be delivered in person, by U.S. mail, or electronically, and shall be deemed received as of date of verifiable delivery. “Verifiable delivery” of electronic transmissions shall mean email Delivery Status Notifications and fax Transmit Confirmation Reports, or their equivalents.

Such notices, demands, or communication directed shall be addressed as indicated below.

If to the District:

Los Angeles Unified School District
Procurement Services Division
Attention: Chief Procurement Services Officer
333 S. Beaudry Ave., 28th Floor
Los Angeles, CA 90017

If to the Contractor:

XXX Company
Attention: XXXXXX
310-xxx-xxx

11. RESERVATION OF RIGHTS AND NO BINDING ESTIMATE OF PURCHASES

The District may engage Contractor to provide all, some or none of the Products or Services, and the District reserves the right to solicit pricing from other vendors and to engage other vendors for the provision of the same or similar products or services for the District. Contractor shall not exert any influence to any other vendor that the District may engage to solicit pricing for the same or similar products or services which the Contractor may be able to provide. In addition, by entering into this Contract, the District is not committing to purchasing or using any minimum amount of "Products or Services. Subject to the foregoing, set forth on the Rate Schedule on Exhibit E, attached hereto and made a part hereof is the District's non-binding estimate of its annual purchases of certain Products, from Contractor.

12. RIGHTS TO REPORT. The rights to any report, evaluation and/or other material developed by the Contractor pursuant to this Agreement shall belong to the District.

13. CONFLICT OF INTEREST. Contractor understands all federal and state laws as well as all provisions of LAUSD's Contractor Code of Conduct, attached hereto as Exhibit B and made apart hereof, pertaining to conflict of interest. Contractor certifies on behalf of any Representatives as that term is defined in the Contractor Code of Conduct, that there is no existing financial interest, whether direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement and that none will be acquired. Further, Contractor certifies that no persons having any such interests shall be subcontracted in connection with this Agreement, or employed by the Contractor.

Contractor understands that California law governs situations in which there exists or has existed a financial interest between a Contractor and a public official within a 12-month window leading up to a governmental decision. It does not matter whether the impact of an existing relationship is beneficial or detrimental to the interests of the Contractor, its Representatives or the public agency.

Contractor is also responsible for taking all the necessary steps to avoid even the appearance of impropriety or misrepresentation and has a duty to disclose to District any and all circumstances existing at such time which pose a potential conflict of interest, prior to entering into this Agreement.

Further, Contractor has an ongoing obligation to proactively disclose any potential or actual conflict of interest through a “Meaningful Conflict Disclosure” to District and to fully cooperate in any inquiry to enable District to determine whether there is a conflict of interest and what resolution is necessary.

Failure to comply with any of these provisions shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies District may seek.

14. AUDIT AND INSPECTION OF RECORDS. The Contractor shall maintain and the District shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing this Agreement.

The Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs or other authentic reproductions thereof) available to the District at the District’s or the Contractor’s offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The Contractor and its subcontractors and suppliers shall keep and preserve all such records for a period of at least three (3) years from and after final payment or, if the Agreement is terminated in whole or in part, until three (3) years after the final agreement close-out. The District’s rights under this section shall also include access to the Contractor’s offices for the purpose of interviewing the Contractor’s employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Contractor’s failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this Agreement until such evidence/documents are provided to the District. The Contractor shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the District upon request by the District.

15. CONFIDENTIALITY

- 15.1. This Agreement, all communications and information obtained by Contractor from District relating to this Agreement, and all information developed by Contractor under this Agreement, are confidential. Without the prior written consent of an authorized representative of District, Contractor shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Contractor shall inform District, in writing, of the nature and reasons for such disclosure. Contractor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District’s written prior consent.

- 15.2. At the conclusion of the performance of this Agreement, Contractor shall return to District all written materials constituting or incorporating any communications or information obtained from District. Upon District's specific approval, Contractor may retain copies of such materials, subject to the requirements of Subsection 10.1.
- 15.3. Contractor may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Subsection 10.1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, Contractor shall obtain the subcontractor's written agreement to the requirements of Subsection 10.1 and shall provide a copy of such agreement to District.
- 15.4. Contractor represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this Agreement, nor shall Contractor make representations about the District in oral or written form without the prior written approval of District.
- 15.5. Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by District hereunder shall survive termination of this Agreement.

15.6. Data Protection

Under this Agreement, the District considers Contractor to be a "school official" with "legitimate educational interests" performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R. Part 99, and California Education Code sections 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30.

- 15.6.1. In regard to any personally identifiable information ("PII" or "District Data") from an education record that the District discloses, the Contractor shall:
 - a. Not disclose the information to any other party without the consent of the parent or eligible student;
 - b. Use the data for no purpose other than the work stated in this Agreement;
 - c. Allow the District access to any relevant records for purposes of completing authorized audits;
 - d. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this Agreement;
 - e. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this

Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Contractor to any other institution or entity;

- f. Destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than 30 days after it is no longer needed. In the event Contractor destroys the PII, Contractor shall provide the District with certification of such destruction within five (5) business days of destruction.
- g. Failure to return or destroy the PII will preclude Contractor from accessing personally identifiable student information for at least five years as provided for in 34 C.F.R. section 99.31(a)(6)(iv).

15.6.2 If Contractor is an operator of an Internet website, online service, online application, or mobile application, Contractor shall comply with the requirements of California Business and Professions Code section 22584 and District policy as follows:

- a. Contractor shall not (i) knowingly engage in targeted advertising on the Contractor's site, service or application to District students or their parents or legal guardians; (ii) use PII to amass a profile about a District student; (iii) sell information, including PII; or (iv) disclose PII without the District's written permission.
- b. Contractor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic District Data will be encrypted in transmission using SSL [(Secure Sockets Layer)] [or insert other encrypting mechanism] (including via web interface) [and stored at no less than 128-bit level encryption].
- c. Contractor shall delete a student's covered information upon request of the District.
- d. District Data shall not be stored outside the United States without prior written consent from the District.
- e. In the event of an actual or potential breach of PII data, Contractor shall immediately notify the District.

16. EVALUATION. The Contractor acknowledges that the products, presentations, or services may be evaluated by the participants, the District's Office of Data and Accountability or any other District offices or schools and understands that the results of the evaluation may be subject to a Public Records Act request under Government Code §6520, et seq.. The Contractor agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.
17. EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.
18. NON-DISCRIMINATION. The Los Angeles Unified School District is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. The District prohibits discrimination, harassment, intimidation and/or bullying based on the actual or perceived characteristics set forth in Penal Code §422.5, Education Code §220 and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance.
19. PERMITS AND LICENSES. Contractor shall provide all Services in compliance with the needs of the District. The Contractor and all of their subcontractors shall secure and maintain in force such licenses as are required by city, county and state laws, ordinances, and regulations for Contractor's performance of this Contract. All operations and materials shall be in accordance with applicable laws.
20. REJECTION OF MERCHANDISE. All Products and Services purchased under the Contract are subject to approval by the District. District shall have the right to reject, and return to the Contractor, any Products or Services which do not conform to the terms and specifications of this Contract and the applicable purchase order or P-card Order, provided that the non-conforming Product or Service is not due to an error in the ordering process. The Contractor shall pay all shipping costs for returned Products or for any reshipped Products.
21. 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 a Force Majeure Event, subject to the party whose performance is affected providing, within a reasonable time from the commencement of the Force Majeure Event, notice thereof to the other party.

The Contractor shall provide notice (which may be furnished via email to quinton.dean@lausd.net or such other email address as the District shall designate from time to time), or, if the Force Majeure event precludes email communication, then via telephone confirmed by email or other notice) to the

Procurement Services Division of the District of any Force Majeure Event within a reasonable time from the commencement such Force Majeure Event affecting Contractor.. 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.

The Contractor will be granted an extension of time for any portion of a delay in performance of the Contract caused by a Force Majeure Event, providing that the Contractor has taken reasonable precautions to prevent further delays owing to such Force Majeure Event.

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

23. UNAUTHORIZED ACTIONS. Any action taken by the Contractor or its subcontractors not in conformance 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, Purchase Order or P-card Order due to unauthorized actions.

No District employee or officer, except the Chief Procurement Officer, or designee, may authorize any amendments to the Contract, issue a Purchase Order, or make revisions to Purchase Orders.

24. TERMINATION FOR CONVENIENCE

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

- (1) immediately discontinue all services affected (unless the notice directs otherwise); and
- (2) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice to Contractor.

24.2. If the termination is for the convenience of the District, Contractor shall submit a final invoice within 60 days of termination and, upon approval by the District, the District shall pay the Contractor the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

24.3. The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall

constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

25. TERMINATION FOR DEFAULT

25.1. The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall:

- (1) immediately discontinue all services affected (unless the notice directs otherwise); and
- (2) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice to Contractor.

25.2. If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

25.3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.

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

26. ASSIGNMENTS. Neither the performance of this Agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of the other.

27. GOVERNING LAW AND VENUE. The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California, without reference to its conflicts of laws provisions. Venue for any court proceedings in connection herewith shall be in the state or federal courts located within the City of Los Angeles, California.

28. CONTRACT PIGGYBACK PROVISION

For the term of the Contract, and any mutually agreed upon extension(s) pursuant to this request for bid proposal and subsequent contract, participating districts of the Council of Great City Schools (see Appendix II), and other schools districts within the continental United States, may purchase item(s) at the same price and upon the same terms and conditions pursuant to Section 20652 and/or 20118 of the Public Contract Code. The Los Angeles Unified School District (LAUSD) waives its right to require other districts and/or agencies to draw their warrant in favor of LAUSD, as provided in said code sections.

29. PUBLIC RECORDS ACT This Contract is subject to the California Public Records Act.

29.1 Those elements in the Contract which are trade secrets as that term is defined in Civil Code Section 3426.1 (d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court.

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

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

30. NO WAIVER. Failure of the District to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof.

31. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION.

The following certification is applicable only to contracts for \$25,000 or more which are funded by Federal funds.

By signing this Agreement, the Contractor certifies that:

31.1 The Contractor and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal agency, and

31.2 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.

32. CERTIFICATION OF COMPLIANCE WITH THE DISTRICT’S SWEAT-FREE PROCUREMENT POLICY

DISTRICT POLICY

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

Contractor hereby certifies its adherence to the provisions of the District’s Sweat-Free Procurement Policy. This Sweat-Free Procurement Policy includes the following principles/requirements:

- a. Safe and healthy working conditions
- b. Prohibition of child labor
- c. Disclosure of manufacturing plant locations
- d. Verification and enforcement mechanisms
- e. Compliance with applicable codes
- f. Penalties for violations
- g. Responsible contractor forms
- h. Non-poverty wage standard (domestic and international)

Contractor shall impose the District’s Sweat-Free Procurement Policy certification upon Contractor’s subcontractors.

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

The Contractor hereby certifies and shall cause all of its subcontractors to certify that all goods and/or services will be manufactured, supplied, and/or provided in compliance with the applicable labor laws and non-poverty wage standards of the country or countries of origin, and,

The Contractor, and its subcontractors, will abide by all other provisions of the District's Sweat-Free Procurement Policy, as outlined above, and,

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

33. REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

33.1 Compliance With Laws and Regulations

At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations during its performance of all work contemplated by to this Agreement ("Work"). Contractor represents and warrants that it has all licenses or certificates required to perform the Work or has received waivers from such requirements. Contractor shall insure that all subcontractors performing Work under this Agreement are properly licensed to perform such Work. Contractor shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

33.2 Non-infringement

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

33.3 Authority

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

33.4 No Claims

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

Violation of any provision of this Section 33 shall be a breach of this Agreement subjecting Contractor to default provisions of Section 25, Termination for Default above.

34 INDEMNIFICATION

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

34.1 General Indemnity

34.1.1. Contractor shall indemnify, defend and hold harmless the District and its Board Members, administrators, employees, agents, attorneys, and contractors (collectively, "Indemnitees") against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

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

34.2 Proprietary Rights Indemnity

Contractor shall indemnify, defend and hold harmless District, its officers, directors, and employees, agents from and against any losses suffered by District as a result of Contractor's breach of its warranties set forth in Section 21 of this Agreement. Contractor shall defend, indemnify, and hold harmless District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Contractor's control; *provided* that District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at District's expense. No settlement

shall be made without notice to, and the prior written consent of, District.

34.3 Insurance

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

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

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

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

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

Part A – Statutory Limits

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

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

34.2.4 Additional coverage required:

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

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

34.3.6 Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish LAUSD with certificates of insurance evidencing such coverage. The

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

35 SECURITY

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

36 FINGERPRINTING

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

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

37 BUDGET CONTINGENCY

- 37.1 It is mutually agreed that if the current year budget and/or any subsequent years covered under this Agreement do not appropriate sufficient funds for the Services, this Agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.
- 37.2 If funding for any fiscal year is reduced or terminated by the Board of Education for purposes of this Agreement, the District shall have the option to either cancel this Agreement with no liability occurring to the District, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

38. ESCALATION PATHWAY FOR CONTRACT NON-COMPLIANCE

The parties agree to work together and clearly communicate all expectations regarding the fulfillment of obligations under this Contract. In the event District believes that Contractor is non-compliant with the terms and conditions of the Contract, the District shall promptly notify Contractor of such non-compliance and the parties shall work together to resolve in a fair and reasonable way any dispute or controversy directly related to the Contractor's performance under the Contract.

39. PROFESSIONAL DEVELOPMENT (PD) TRAINING

- 39.1 For the initial rollout to the District and/or participating districts, the Contractor shall provide gratis training for all teachers and administrators who serve English Language Learners in Grades 6 through 8 ("Gratis PD"). In providing the Gratis PD, Contractor shall strive to devote at least 75% of its professional development time to instruction with no more than 25% of that time to the use of Contractor's instructional materials within the District's instructional needs and curriculum framework.

In addition to the purchase of Products, this Contract shall serve as an agreement for the acquisition of additional Professional Development (PD) services other than "Gratis PD" ("Additional PD") from Contractor to District. It is agreed that when Additional PD Services, other than the "Gratis PD" listed in this Agreement, is requested, the parties shall prepare and execute a statement of work ("SOW") in each instance. All Additional PD to be provided by Contractor shall be documented in a SOW, which shall be uniquely numbered and signed by an authorized representative of both parties. Each SOW shall set forth, at a minimum, a description of the Additional PD, the number of personnel assigned to provide the Additional PD, the duration of the Additional PD, and the fees for the Additional PD. Each SOW shall be incorporate all terms contained herein.

- 39.2 Ownership: Any video tapes or CDs or documentation developed by Contractor, Contractor's personnel or subcontractors (acting jointly with District) in connection with PD Services provided to District will be the exclusive property of the District. If applicable, Contractor will identify all District-Owned Information and furnish that District-Owned Information to District, subject to the qualifications set forth in this Contract, and District will own all of right, title and interest in the District-Owned Information, excluding any Contractor Information.

39.3 Contractor reserves for itself all rights in and to the Contractor Information. Except as expressly granted, no other licenses, express or implied, are granted to the District with respect to the Contractor Information.

39.4 As part of the Gratis PD, for the initial rollout to the District and/or participating districts, the Contractor shall provide up to 300 hours of training per ordering school district for a designated number of teachers and administrators who serve English Language Learners in the designated grades (6,7, 8). The training shall be held at sites designated by the District and/or participating districts. The Contractor shall train up to 200 participants a day at each designated site. Contractor shall provide a minimum of one (1) trainer per every 30 participants per site. Training sites will be provided by the District or participating districts. Prior to any training, the Contractor shall supply 30 complete sets of mathematics materials that meet the needs of English Language Learner and related materials, including the teacher materials to the District or participating districts.

The Contractor shall work collaboratively with the District and participating districts to provide substantive PD that meets the districts' needs.

39.5 Follow-up Training: The Contractor will provide gratis one full-day make-up textbook training after the initial training rollout. The Contractor will provide one trainer per every 30 participants.

39.6 Online Training: As part of its Gratis PD, Contractor will provide up to 12 one-hour gratis online training modules to each ordering school district to follow-up the training which will be developed and published throughout the first two years of the contract according to a schedule determined by the Contractor and the District. The Contractor will meet with the District to discuss the module content and review the modules to make sure they meet District specifications. If the Contractor has training modules already developed, the Contractor will meet with the District to review the modules to determine if they meet the District's specifications. If they do not meet the specifications, then the Contractor will develop new modules with the District's guidance. The Contractor will develop and publish a total of 18 hours of online training modules that meet the District's specifications over the course of two years, beginning within six months of a fully executed contract by the District and the Contractor.

39.7 Additional Training Hours: Also, part of its Gratis PD, Contractor will provide up to 100 gratis hours of after-school trainings per ordering school district, for up to two hours per training day, each semester within six months of a fully executed contract by the District and the Contractor. Training content will be based on the identified needs of the school and/or Local District.

40. TIME AND MATERIALS SERVICES

At the discretion of the District, Contractor may be retained to perform additional Professional Development Services beyond the services initially identified in this contract. The price for the professional services shall be specified in a mutually agreeable statement of work signed by the parties.

41. LICENSES FOR ONLINE SUBSCRIPTIONS

Licenses shall be District-wide licenses or district-wide licenses that are not restricted to individual schools or school sites.

42. ORDERING PROCEDURES

The Products and Services specified in this Contract will be ordered by issuance of individual purchase order or individual P-Card Orders throughout the term of this Contract. The Contractor shall not deliver any Product or Service to any District location without the prior issuance of an official District and/or participating district purchase order or placement of a P-card Order. P-card Orders are accepted by Contractor only at the time the order is placed by District or participating districts.

43. AVAILABILITY OF MATERIALS

The District may purchase, from any source, essential material for the support of classroom or operational activities, when the Contractor does not have the necessary material immediately available.

44. SHIPPING AND DELIVERY REQUIREMENTS AND LOCATIONS FOR PRODUCTS AND SERVICES

44.1 The Contractor shall ship products to U.S. locations specified in individual purchase orders issued by the District or participating districts. The Contractor shall not charge shipping and handling charges in excess of 2% of the total value of the issued purchase orders. All shipping charges must be identified on invoices as a separate line item. If Contractor uses a common carrier or third-party shipping and delivery company, District, or ordering school district if other than District, will have no obligation to pay taxes on shipping and/or handling. If Contractor uses Contractor's own shipping and delivery company, then Contractor may charge the ordering school district for taxes on shipping.

44.2 Contractor shall deliver all Products and Services to be provided under this Contract directly to the specific District and/or district location specified by the District and/or district in the individual purchase order or in the P-card Order. Delivery shall be (inside plant), inside a District and/or district building, subject to more specific directions of the destination school/office personnel. Contractor shall provide all manpower and equipment to unload the truck and deliver "inside".

44.3 The initial order of Mathematics instructional materials that support English Language Learners, online subscriptions and related materials shall be delivered to each school site as specified in the purchase orders. Contractor shall automatically deliver all refreshes to individual school sites as specified by the District or participating districts.

All deliveries shall be on time with no back orders on printed materials.

44.4 Unless otherwise specifically stated in the District purchase order or P-card Order, the District shall not be obligated to pay expedited delivery charges unless the District provides prior written approval of the amount of such charges.

44.5 Delivery may be made at the Contractor's option either directly by the Contractor or by Common Carrier.

44.6 The Contractor shall contact the delivery location identified in the purchase order or P-card Order a minimum of 2 business days prior to proposed delivery date to schedule and make arrangements for delivery of Products or Services at an appropriate and mutually agreeable date and time. Contractor agrees to 48 hours advance notice for delivery arrangements. The carrier will contact the customer to make arrangements for the delivery. This request will not be supported for any shipments that go via small package carrier.

44.7 Contractor shall use commercially reasonable efforts to make delivery of Products and Services. Contractor shall use reasonable efforts to notify District as soon as possible if delivery is reasonably likely to be delayed beyond such thirty (30) day period.

44.8 Contractor shall comply with the instructions in the purchase order or P-card Order regarding the delivery date (including delivery on request), delivery method, and any other special instructions.

45. PACKAGING, IDENTIFICATION, and BARCODING

45.1 Packaging: Contractor shall package Products sufficiently to protect them from damage during transit.

45.2 Packing Slip: Contractor shall state on the packing slip the District purchase order number, P-card Order number, contents, quantity, and description.

45.3 If Not Properly Packaged or Identified, District may reject such deliveries, and all costs (return and re-delivery) shall be at the Contractor's expense.

45.4 Each hard cover student edition and each teacher edition will be barcoded by the publisher. The District and/or districts will provide the barcodes and the protective covers. The publisher will place the barcodes onto the books and send the TXT file to the District or participating districts per their directions.

46. SUBSTITUTIONS. The Contractor shall notify the District in writing if the listed products and services can no longer be provided. The Contractor shall not substitute any product without prior written authorization from the District's authorized representative.

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

48. SURVIVAL. The terms of this Agreement that expressly extend or by their nature expressly extend beyond termination or expiration of this Agreement shall survive and continue in full force and effect after any termination or expiration of this Agreement.

-DISTRICT-

**LOS ANGELES UNIFIED SCHOOL
DISTRICT**

LOS ANGELES UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

By _____

(Print Name)

TITLE _____

Dated _____

-CONTRACTOR-

CONTRACTOR NAME

By _____

(Print Name)

TITLE _____

Fed. I.D. #: _____

Dated _____

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

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

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

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

1. Contractors

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

2. Mission Support

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

3. Ethical Responsibilities

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


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

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

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

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

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

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

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

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

Examples of Maintaining the Cone of Silence

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

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

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

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

- D. *Manage Potential Conflicts* – Contractors shall disclose all potential or actual conflicts to LAUSD on an ongoing basis with a Meaningful Conflict Disclosure. A "Meaningful Conflict Disclosure" is a written statement to LAUSD which lays out full, accurate, timely, and understandable information with regard to any potential conflicts involving Contractors and their work for LAUSD. The specific requirements for a Meaningful Conflict Disclosure are set forth in Section 3.D.(2) below. LAUSD relies on these proactive disclosures by Contractors to manage potential conflicts before they become actual conflicts of interest. A potential for conflict is present whenever a situation arises which creates a real or apparent advantage or a competing professional or personal interest for a Contractor. Such situations become conflicts of interest, if appropriate safeguards are not put into place. Examples of potential or actual conflicts include, but are not limited to situations when:

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

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

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

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

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

- (2) Meaningful Conflict Disclosure – Contractors shall provide a meaningful disclosure of all potential and actual conflicts in a written statement to the LAUSD Contract Sponsor, the Ethics Office and the contracting contact from the Procurement Services Group/or the Facilities Contracts Branch. This disclosure requirement is a continuing duty on all Contractors. At a minimum, a Meaningful Conflict Disclosure must identify the following:
 - (a) names and positions of all relevant individuals or entities;
 - (b) nature of the potential conflict, including specific information about the financial interest or relationship; and
 - (c) a description of the suggested remedy or safeguard for the conflict.
- (3) Resolution of Conflicts – When necessary, LAUSD will advise Contractors on how a disclosed conflict should be managed, mitigated or eliminated. The Contract Sponsor, in consultation with the Procurement Services Group/Facilities Contracts Branch, the Ethics Office, and the Office of the General Counsel, shall determine necessary actions to resolve any of the Contractors’ disclosed conflict(s). When it is determined that a conflict must be addressed, a written notification will be made to the Contractor, indicating the actions that the Contractor and LAUSD will need to take to resolve the conflict.

Examples of Managing Potential Conflicts

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

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

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

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

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

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

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

Example of Seeking Advice

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

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

4. Relationship Management

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

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

Example of Respecting Gift Limits

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

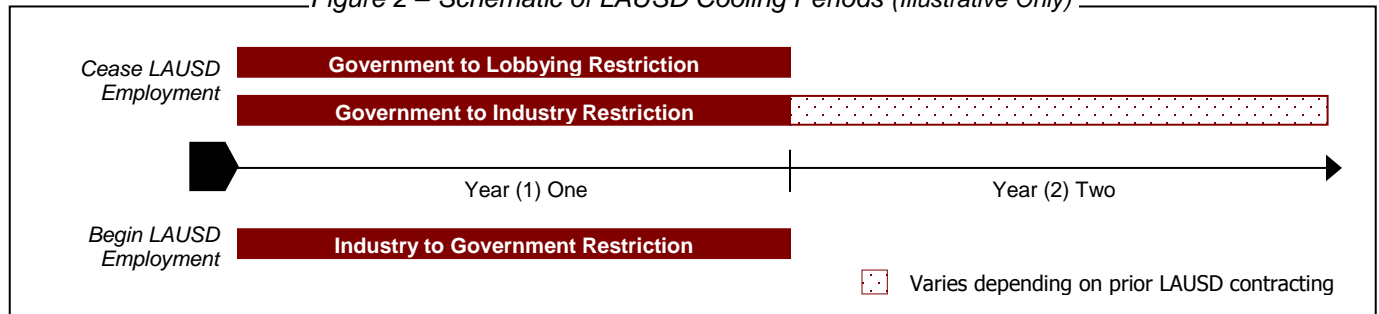
Assuming Sue is not attempting to take out any procurement officials (since they observe a zero tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over \$50 in a year to LAUSD officials will create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

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

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

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

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



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

Example of Lobbying Restriction

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

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

(2) Government to Industry Restriction

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

Example of Insider Advantage Restriction

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

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

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

Example of Contracting Benefit Restriction

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

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

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

Example of Industry to Government Restriction

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

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

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

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

Example of Safeguarding an Employment Offer

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

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

- H. *Conduct Political Activities Privately* – Contractors and their Representatives shall only engage in political support and activities in their own personal and voluntary capacity, on their own time, and with their own resources.
- I. *Make Philanthropy Voluntary* – Contractors and their Representatives shall only engage in philanthropic activities relating to LAUSD on their own time and with their own resources. LAUSD views philanthropic support as a strictly voluntary opportunity for Contractors to demonstrate social responsibility and good citizenship. No expressions of support should be construed to have a bearing on current or future contracts with LAUSD. And no current or potential contracting relationship with LAUSD to provide goods or services is contingent upon any philanthropic support from Contractors and their Representatives, unless otherwise designated as part of a bid or proposal requirement in an open, competitive contracting process to solicit a specific type of support.
- (1) *Guidelines for Making a Gift to a Public Agency* – Contractors who wish to provide philanthropic support to LAUSD shall abide by the ethical and procedural policies and requirements established by LAUSD which build upon the “Gifts to an Agency” requirements established in California’s Code of Regulations Section 18944.2. For outside entities to make a gift or payment to LAUSD in a manner that maintains public integrity, the following minimum requirements must be met:
- (a) LAUSD must receive and control the payment;
 - (b) LAUSD must use the payment for official agency business;
 - (c) LAUSD, in its sole discretion, must determine the specific official or officials who shall use the payment. The donor may identify a specific purpose for the agency’s use of the payment, so long as the donor does not designate the specific official or officials who may use the payment; and
 - (d) LAUSD must have the payment memorialized in a written public record which embodies the requirements of the above provisions and which:
 - Identifies the donor and the official, officials, or class of officials receiving or using the payment;
 - Describes the official agency use and the nature and amount of the payment;
 - Is filed with the agency official who maintains the records of the agency’s Statements of Economic Interests (i.e. the Ethics Office); and
 - Is filed as soon as possible, but no later than 30 days of receipt of the payment by LAUSD.

5. Disclosure Obligations

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

- A. *Identify Current and Former LAUSD Officials* – To ensure against conflict or improper influence resulting from employment of current or former LAUSD employees, Contractors and their Representatives shall disclose any of their employees, subcontractors or consultants who within the last three years have been or are employees

of LAUSD. The disclosure will be in accordance with LAUSD guidelines and will include at a minimum the name of the former LAUSD employee(s), a list of the LAUSD positions the person held in the last three years, and the dates the person held those positions. Public agencies that provide contract services are not subject to this requirement.

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

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

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

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

- (1) *Applicability* – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as "consultants", if the services they are contracted to provide fit the triggers identified by the Political Reform Act. Meeting either of the test triggers below requires a Contractor's Representative(s) to file a Form 700:
 - (a) *Individual Makes Governmental Decisions* – Filing is required if an individual is involved in activities or decision-making such as: obligating LAUSD to any course of action; authorizing LAUSD to enter into, modify, or renew a contract; granting approval for contracts, plans, designs, reports, studies or other items; adopting or granting approval on policies, standards or guidelines for any subdivision of LAUSD; or negotiating on behalf of LAUSD without significant intervening review.
 - (b) *individual Participates in the Making of Governmental Decisions for LAUSD and Serves in Staff-like Capacity* – Filing is also required if an individual is performing duties for LAUSD on a continuous or ongoing basis extending beyond one year such as: advising or making recommendations to LAUSD decision makers without significant intervening review; conducting research or an investigation; preparing a report or analysis which requires the individual to exercise their judgment; or performing duties similar to an LAUSD staff position that is already designated as a filer position in *LAUSD's Conflict of Interest Code*.
- (2) *Filing Timelines* – Individuals who are legally required to complete a Statement of Economic Interests form must submit a filing:
 - (a) upon commencement of work with LAUSD,
 - (b) on an ongoing basis thereafter in accordance with the April 1st annual deadline, and
 - (c) upon termination of work with LAUSD.
- (3) *Process* – Contractors and their Representatives shall coordinate with their LAUSD Contract Sponsor(s) to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by the LAUSD Ethics Office to be considered properly filed in accordance with the Political Reform Act.

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

Examples of Form 700 Filers and Non-Filers

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

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

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

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

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

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

6. Prohibited Activities

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

GENERAL PROHIBITIONS

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

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

CONTRACTING PROHIBITIONS

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

LOBBYING PROHIBITIONS

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

7. Issues Resolution

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

8. Enforcement Provisions

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

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

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

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

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

9. Future Code Updates

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

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

10. Severability

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

END OF EXHIBIT B

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION III (Continued)

EXHIBIT C

SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

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

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

Size standards may be viewed at:

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

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

MONITORING/PENALTIES

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

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



LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000001304

Instructional Materials for English Language Learners

**SMALL BUSINESS ENTERPRISE PROGRAM
SBE UTILIZATION REPORT**

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

Firm Name _____

SBE STATUS (check one)

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

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

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

☐ ___ **No SBE utilization**

☐ ___ **Non-profit organization**

___ **Educational institution**

___ **Government agency**

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

Representative _____

Title _____

Date _____

Telephone _____

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION III (Continued)

EXHIBIT D

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) UTILIZATION PROGRAM

- A. It is the District's policy to encourage participation by Disabled Veteran Business Enterprise (DVBE) firms in contract activity. On October 13, 2015, the Board of Education established a Disabled Veteran Business Enterprise participation goal of five percent (5%) for all contracts and procurement activities. Bidders/ proposers which include DVBE firms in their proposal/bid must detail the DVBE status of those firms on the DVBE Utilization Report.

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

DVBE certification eligibility requirements are available at
<http://www.dgs.ca.gov/pd/Programs/OSDS/DVBEEligibilityBenefits.aspx>.

- E. 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.
- F. LAUSD advises potential bidders/proposers that the DVBE participation which the bidder/proposer commits to in their bid/proposal package becomes a contract requirement. The LAUSD will enforce the DVBE participation proposed.
- G. Firms claiming DVBE participation must execute a copy of the DVBE Utilization Report included in this IFB/RFP package, and include it in their RFP/IFB response. Firms not submitting an DVBE Utilization report may be determined to be non-responsive.

MONITORING/PENALTIES

The Procurement Services Division will be responsible for monitoring the DVBE program,

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



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

The Los Angeles Unified School District encourages participation by Disabled Veteran Enterprise (DVBE) firms in procurement activity. Proposers/ bidders including DVBE 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 DVBE participation. Bidders/proposers that are DVBE firms shall check the first box on the form. Majority firms responding to the DVBE program will list DVBE sub-contractors/partners.

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

DVBE STATUS (check one)

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

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

- ☐ ☐ **No DVBE utilization**
☐ ☐ **Non-profit organization**
☐ ☐ **Educational institution**
☐ ☐ **Government agency**

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

Name _____ **Title** _____

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION III (Continued)

EXHIBIT 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

SECTION III (Continued)

EXHIBIT F

BIDDER'S QUESTIONNAIRE

TO THE BIDDER:

The following questionnaire is a part of the complete bid and must be submitted as such. The information provided therein will be used solely for evaluating the qualifications of the Bidder to satisfactorily perform the contractual terms and conditions set forth. This questionnaire must be filled out accurately, completely and submitted with the bid. Any error, omissions or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

1. BIDDER'S FACILITY – Attach listing, if more than one (1) location.

Name: _____

Address: _____

Telephone: _____

Web Site: _____

2. EXPERIENCE

Number of years' experience in providing this type of product: _____years.

Number of years in business: _____years.

3. REFERENCES

List at least three (3) references of major clients for contracted product/service like those to be provided. Include firm's name, location, telephone and contact person.

a. Firm's Name: _____

Address: _____

Contact Person: _____ **Telephone:** _____

E-Mail Address: _____

b. Firm's Name: _____

Address: _____

Contact Person: _____ **Telephone:** _____

E-Mail Address: _____

c. Firm's Name: _____
Address: _____
Contact Person: _____ Telephone: _____
E-Mail Address: _____

4. **SUBMITTAL OF MANUFACTURING PLANT LOCATIONS**

In accordance with the District's Sweat-Free Procurement Policy, Bidders must disclose the manufacturing plant locations for the items they bid. It is required whether or not the Bidder is a manufacturer. Provide (include with bid) the following information for each item bid and attach additional sheets if needed:

Line Item #(s): _____
Manufacturer: _____
Address: _____
City, State, Country: _____
Phone number: _____

Line Item #(s): _____
Manufacturer: _____
Address: _____
City, State, Country: _____
Phone number: _____

Line Item #(s): _____
Manufacturer: _____
Address: _____
City, State, Country: _____
Phone number: _____

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION III (Continued)

EXHIBIT G

RATE SCHEDULE

[POSTED SEPARATELY]

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION III (Continued)

EXHIBIT H

GRATIS ITEMS SCHEDULE

[POSTED SEPARATELY]

END OF SECTION III

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 2000001304
Instructional Materials for English Language Learners

APPENDIX 1

UNIFIED DIGITAL INSTRUCTIONAL PROCUREMENT PLAN

[POSTED SEPARATELY]

APPENDIX II

| Council of the Great City Schools Member Districts | Council of the Great City Schools Member Districts |
|--|--|
| <ul style="list-style-type: none"> · Albuquerque Public Schools · Anchorage School District · Arlington Independent School District · Atlanta Public Schools · Austin Independent School District · Baltimore City Public Schools · Birmingham City Schools · Boston Public Schools · Bridgeport Public Schools · Broward County Public Schools · Buffalo Public Schools · Charleston County School District · Charlotte-Mecklenburg Schools · Chicago Public Schools · Cincinnati Public Schools · Clark County School District · Cleveland Metropolitan School District · Columbus City Schools · Dallas Independent School District · Dayton Public Schools · Denver Public Schools · Des Moines Public Schools · Detroit Public Schools Community District · District of Columbia Public Schools · Duval County Public Schools · El Paso Independent School District · Fort Worth Independent School District · Fresno Unified School District · Guilford County Schools · Hawaii State Department of Education · Hillsborough County School District · Houston Independent School District · Indianapolis Public Schools · Jackson Public Schools | <ul style="list-style-type: none"> · Jefferson County Public Schools · Kansas City Public Schools · Long Beach Unified School District · Los Angeles Unified School District · Metropolitan Nashville Public Schools · Miami-Dade County Public Schools · Milwaukee Public Schools · Minneapolis Public Schools · New Orleans Public Schools · New York City Department of Education · Newark Public Schools · Norfolk Public Schools · Oakland Unified School District · Oklahoma City Public Schools · Omaha Public Schools · Orange County Public Schools · The School District of Palm Beach County · The School District of Philadelphia · Pinellas County Public Schools · Pittsburgh Public Schools · Portland Public Schools · Providence Public School District · Richmond Public Schools · Rochester City School District · Sacramento City Unified School District · San Antonio Independent School District · San Diego Unified School District · San Francisco Unified School District · Seattle Public Schools · Shelby County Schools (formerly Memphis City Schools) · St. Louis Public Schools · St. Paul Public Schools · Toledo Public Schools · Tulsa Public Schools · Wichita Public Schools |

Los Angeles Unified School District

Procurement Services Division

MICHELLE KING
Superintendent of Schools



GEORGE A. SILVA
Chief Procurement Officer

ADDENDUM NO. 1

covering

Changes to the Request for Proposal

Date Issued: August 25, 2017

Date Effective: August 25, 2017

Attention: Proposers

Subject: INSTRUCTIONAL MATERIALS FOR ENGLISH LANGUAGE LEARNERS
REQUEST FOR PROPOSAL NO. 2000001304 (RFP)

-
- NOTE:**
1. Proposal due date and time remain unchanged.
 2. Acknowledgement of this Addendum shall be included in the Proposer's submittal form II-B1 – Proposal Letter/Certificate of Acceptance (page 39 of the RFP).
 3. Proposers are reminded that this procurement is governed by the Contractor Code of Conduct (included in the RFP document).

This Addendum No. 1 is issued prior to receipt of proposals to provide responses to vendor questions.

The RFP is amended where and as necessary to reflect the answers to the questions (1-82) shown on the table attached to this Addendum as Exhibit A.

Los Angeles Unified School District

Procurement Services Division

MICHELLE KING
Superintendent of Schools



GEORGE A. SILVA
Chief Procurement Officer

ADDENDUM NO. 2

covering

Changes to the Request for Proposal

Date Issued: August 30, 2017

Date Effective: August 30, 2017

Attention: Proposers

Subject: INSTRUCTIONAL MATERIALS FOR ENGLISH LANGUAGE LEARNERS
REQUEST FOR PROPOSAL NO. 2000001304 (RFP)

-
- NOTE:**
1. Proposal due date and time remain unchanged.
 2. Acknowledgement of this Addendum shall be included in the Proposer's submittal form II-B1 – Proposal Letter/Certificate of Acceptance (page 39 of the RFP).
 3. Proposers are reminded that this procurement is governed by the Contractor Code of Conduct (included in the RFP document).

This Addendum No. 2 is issued prior to receipt of proposals to:

- A. Specify page limitations for certain proposal components,**
- B. Provide additional direction on preparing your submittal documents,**
- C. Provide additional detail regarding submittal requirements around "Quality of Materials,**
- D. Clarify three of the question responses contained in Addendum 1, and**
- E. Provide responses to additional vendor questions.**

Accordingly,

- i. The RFP is amended where, and as necessary, to reflect the answers to the questions (83-110) shown on the table attached to this Addendum as Exhibit A;
- ii. The Responses included in Addendum 1 to vendor Questions 20, 22 and 24 are replaced by the responses to those questions that appear on Exhibit B to this Addendum; and
- iii. Pages 12, 13, and 24, of the RFP are replaced with the similarly numbered pages attached hereto as Exhibit C, with strikeouts showing deleted language and underlining pointing to language newly-added.

Exhibit A to Addendum 2 to LAUSD RFP #2000001304 (Instructional Materials for English Language Learners)

ANSWERS TO PROPOSER QUESTIONS

| | Question | Response |
|----|---|---|
| 83 | What is the funding source for this RFP? How much? | Vendors will not be paid to develop product. Each purchasing district will have its own funding source to pay for the instructional materials the purchasing district orders. |
| 84 | Will the select more than one vendor? E.g., by grade level – Elem, MS, HS? | Please refer to the response to #28 published in Addendum No. 1 to this RFP. |
| 85 | Is this intended to be a revision of existing materials or new? | Please refer to the response to #27 published in Addendum No. 1 to this RFP. |
| 86 | Will vendors be compensated for development work? How? | Please refer to the responses to #37 published in Addendum No. 1 to this RFP and to #83 above. |
| 87 | Does selection and commitment to the collaborative process ensure use district-wide within LAUSD or is there a separate school-based process? | Please refer to the response to #s 59 and 60 published in Addendum No. 1 to this RFP. |
| 88 | Does the publisher own the developed content? | Please refer to the response to #61 published in Addendum No. 1 to this RFP. |
| 89 | Pre-Algebra is mentioned. Is that a fourth course or what goes into 7th grade? In general I think of G6-8 as aligning to standards for G6-8 which is FOUNDATIONAL for Alg1. | Please refer to the response to #14 published in Addendum No. 1 to this RFP. |
| 90 | What defines Pre-Algebra, and is Algebra considered G8? | Please refer to the response to #14 published in Addendum No. 1 to this RFP. |
| 91 | Must all standards for each grade level be addressed, or will a program addressing Major standards (those that are essential foundations for Alg1 readiness) be considered? | Refer to GIMET-QR for requisite standards that the review committee will be looking for along the progression to algebra |
| 92 | When does full product have to be finalized? | Please refer to the Statement of Work, beginning on P. 26 of the RFP document. |
| 93 | What is the expectation between orders placed and PD? Assuming there is an expectation of PD prior to implementing the program? | Please refer to the response to #44 published in Addendum No. 1 to this RFP. |
| 94 | If we're selected and we don't meet that date, what happens? | If you cannot meet the final deadline, you would not be selected. |
| 95 | Does the program need to be available in English and Spanish? | Please refer to the response to #96 below. |
| 96 | The RFP indicates that instructional materials must be available in both English and Spanish. Is the district referring to Student instructional materials only? Teacher materials are not required in Spanish? | Student materials must be available in both Spanish and English. Teacher materials may be available in English only with student material examples available in Spanish with the TE, the way the students would see it in their text. |

| | Question | Response |
|-----|---|--|
| 97 | If a publisher submits, are they obligated to continue if results of the evaluation and recommendations for additional development exceed capability? In other words, can a vendor drop out during the process? | Vendors may leave the process at any time. |
| 98 | Given the target district for this RFP is LAUSD, but other member districts of CGCS may purchase, is the expectation that the publisher follows the enhanced standards from California and the other districts will accept? | Please refer to the response to #25 published in Addendum No. 1 to this RFP. |
| 99 | Does this request include accelerated programs for grades 6, 7, and 8? | Yes. |
| 100 | Is the purpose of this new development to supplement or replace programs currently in place? | Use is to be determined by each purchasing district. We want publishers to think differently about who is being taught. Districts have ELLs at different levels of English proficiency enrolled at all grade levels. We want publishers to develop materials with these students in mind. Our staff finds that support for teaching ELLs in existing materials is limited to the marginalia. Instead of taking what a publisher produces and making the necessary adaptations for it to be applicable to our ELL students, districts want to work together with publishers to make their product something our students and educators can use effectively without needing to make major modifications. |
| 101 | Does LAUSD have an approved budget for this solicitation? If so, what is the amount? | No. |
| 102 | You mentioned that the digital portion should integrate with the district's LMS. Which LMS do you use? | Learning management systems vary across the districts. If a vendor wishes to sell to districts beyond LAUSD, it will have to address how to integrate with other most commonly used LMS. "Strategic Use of Instructional Technology" (pp. 36-37) in the framework document provides minimal expectations for "LMS integration." |
| 103 | You mentioned that students should be able to use Single Sign-On. Do you have a preferred SSO system? | Vendors who wish place their products in other districts, in addition to LAUSD, will have to consider what SSO are used in the other districts. |
| 104 | Is there a funding source for the services under this RFP? | No. |
| 105 | Is the collaborative process intended to be a revision of existing materials or the development of new materials? | Please refer to the response to #27 published in Addendum No. 1 to this RFP. |
| 106 | Will vendors be compensated for development work as part of this RFP? | Please refer to the responses to #37 published in Addendum No. 1 to this RFP and to #83 above. |
| 107 | Does selection ensure use district-wide within LAUSD or is there a separate school-based selection process? | Please refer to the response to #60 published in Addendum No. 1 to this RFP. |

| | Question | Response |
|-----|--|--|
| 108 | Does the publisher own the materials that are developed under this RFP? | Please refer to the response to #61 published in Addendum No. 1 to this RFP. |
| 109 | Will the District consider a deadline extension for this submission, to allow vendors sufficient time to respond to all RFP components as clarified at the 8/22 pre-proposal conference? | No. |
| 110 | In the Evaluation Criteria table, Section 3 Project Proposal, there are two subsections: Project Proposal and Use Case. Does the 3 page limit shown after the Project Proposal heading apply to just the "Project Proposal" subsection or does it also apply to the "Use Case" subsection as well? | The page limitation for your Project Proposal, excluding your use case, is three pages. Please limit your use case to one additional page. |

Exhibit B to Addendum 2 to LAUSD RFP #2000001304 (Instructional Materials for English Language Learners)

CLARIFIED RESPONSES TO VENDOR QUESTIONS

| | Question | Response (Clarified) |
|----|---|--|
| 20 | Is there a specific time constraint as far as the length of the partnership (Work-based learning partnership plan)? | The WBL are restricted to the term of the contract signed. |
| 22 | Can you give an example of what out of state vendors might offer in terms of work-based learning opportunities? | One major software company, for example, might send some staff to one of our schools to explain how to use its company tools. Vendors might also make arrangements to work with students virtually, leveraging business meeting software platforms or other industry standard platforms. Use of Facetime, Skype, or other meeting software is encouraged. Additionally, sites wishing to sponsor a paid student internship with a local organization/business may do so. |
| 24 | Does the target for the WBLP have to be ELL? | No. We do have an obligation as a school district to ensure equal and fair access to all opportunities and would love to see English Language Learner students, special education students, and students with disabilities included and actively engaged in all aspects of our work based learning continuum. WBLP can be available to any students in LAUSD Linked Learning Pathways. |

Exhibit C to Addendum 2 to LAUSD RFP #2000001304 (Instructional Materials for English Language Learners)

RFP PAGE REPLACED

See replacement Pages 12, 13, and 24 here attached.

B. QUALIFYING MATERIALS

Proposer should submit each of the items identified in the:

- Minimum Qualifications table under the heading “Basis on Which Evaluation Will be Made (What Proposer is to Submit)”
- Evaluation Criteria table under “Submittal Requirements”
- All other required items in the various Exhibits

In addition to the page-limitations specified elsewhere in this RFP (i.e., three pages for your project proposal [P. 11], Teacher’s Edition annotations relating to GIMET and Framework focal points [P. 13, as revised], two pages for your training team description [P. 15], one page for your interactive digital product description [P. 18] and three pages for your cover letter [P. 22]), please adhere to the following page limitations as well:

1. Qualifications Statement (required at P. 10), no more than two pages;
2. List of Team Members, Resumes, Description of Expert Involvement (P. 10), three pages; and
3. Use Case (P. 11), one page in addition to the three-page allotment for the Project Proposal.

VOLUME II– CERTIFICATION FORMS

1. Proposer’s Letter/Certification of Acceptance – Section II-B1
2. Certification of Compliance with LAUSD Ethics and Integrity Standards – Section II-B2
3. Insurance Requirements – Section II-B3 (evidence that proposer has or can obtain prior to contract award) INSURANCE –
 - The evidence of insurance-compliance required is evidence that the proposer does or can provide the minimum insurance covered specified in the District Terms and Conditions, which the selected vendors will be required to maintain for the duration of the term of any IM Development Contract awarded to that vendor.
4. Small Business Enterprise (SBE) Utilization Report – Exhibit C
5. Disabled Veteran Business Enterprise (DVBE) Utilization Report – Exhibit D

PLEASE BE SURE TO REFERENCE YOUR FIRM NAME ON EACH COMPONENT OF YOUR PROPOSAL AND IDENTIFY PROPOSAL SECTIONS WITHIN DOCUMENTS WITH TABS OR OTHER CLEAR IDENTIFIERS.

END OF PROPOSAL SUBMITTAL REQUIREMENTS

| | Evaluation Criteria | Submittal Requirements | Max. Points |
|----------|---|---|--------------------|
| | <p>cognitively demanding grade-level mathematics. Scaffolds should not entail a lower level of content or instructional rigor.</p> <p>1. Aligned to the college and career ready standards as outlined in the Council of the Great City Schools Grade-Level Instructional Materials Evaluation Tool-Quality Review (GIMET-QR) grade level criteria. Specifically for this RFP, materials should be aligned to the criteria for Mathematics Grade-Levels:</p> <ul style="list-style-type: none"> - Grade 6 - Grade 7 - Grade 8 <p>Go here to access the GIMET-QR: https://www.cgcs.org/Page/483 (Scroll to the second half of the page below the ELA tools.)</p> <p>Preference will be given to respondents who specifically address the needs of:</p> <ul style="list-style-type: none"> • Long-Term ELLs (LTELs) or • Students with Limited or Interrupted Formal Education (SLIFE) | | |
| 4 | Quality of Instructional Materials | Sample Assessment Materials, Sample Lessons (or initial prototypes) | 40 |
| | <p>Proposer's quality of books and instructional materials shall be evaluated according to the criteria listed in the following two documents:</p> <ul style="list-style-type: none"> - Council of the Great City School GIMET/QR, and - A Framework for Re-envisioning Math Instruction for English Language Learners. | <p>— Submit Teacher Instructional Guides/Lessons, for grades 6-8 (no more than two per grade) that demonstrate lessons, tasks and assignments that reflect the specified criteria.</p> <p>— Submit sample formative assessment materials.</p> | |

| | <i>Evaluation Criteria</i> | <i>Submittal Requirements</i> | <i>Max. Points</i> |
|--|---|---|--------------------|
| | <p>The ideal instructional materials will be well-aligned to the college and career ready standards as outlined in the Council of the Great City Schools Grade-Level Instructional Materials Evaluation Tool-Quality Review (GIMET-QR) grade level criteria. Specifically for this RFP, materials should be aligned to the criteria for Mathematics Grade-Levels:</p> <ul style="list-style-type: none"> - Grade 6 - Grade 7 - Grade 8 <p>Go here to access the GIMET-QR: https://www.cgcs.org/Page/483</p> <p>(Scroll to the second half of the page below the ELA tools.)</p> <p>The ideal instructional materials will:</p> <ol style="list-style-type: none"> a. Balance conceptual understanding and procedural fluency along the progression to algebra as student's transition from grade six to eight b. Use application problems, including tasks and assignments, so students are able to make explicit connections between and among concepts both within and across grades; experiences where students are both receptive learners (learning and understanding the mathematics) and productive learners (doing, explaining, clarifying, connecting, and illustrating their evolving understanding). c. Emphasize understanding and the use of multiple representations; and d. Focus on academic language development with an emphasis on | <ul style="list-style-type: none"> - Provide a description of how your materials would align with the "Guiding Statement" in Section 1 (CCSS-M Clusters and Standards) of GIMET-QR for the area of focus for each grade. - <u>Submit sample units/chapters/lessons (including relevant assessments) in teachers' and students' editions, from only one of the four major focus areas addressed in the RFP (the Number System, Ratios and Proportions, Expressions and Operations, or Functions) for only one grade level. For the other two grade levels, submit a maximum of five (5) pages (for each grade level) from the teachers' editions with annotations that address particular focal points in GIMET and/or the Framework.</u> | |

Exhibit A to Addendum 1 to LAUSD RFP #2000001304 (Instructional Materials for English Language Learners)

ANSWERS TO PROPOSER QUESTIONS

| | Question | Response |
|----|--|--|
| 1 | We would like to know if those that will not be able to attend will have the opportunity to participate either via (1) a teleconference number or (2) a live stream with the opportunities to ask questions. | No. We have not had success making pre-proposal conferences available by telephone and do not plan to live stream it. However, we will issue at least one addendum to the RFP containing questions asked at, before, and after, the pre-proposal conference. We will also post the presentation used at the pre-proposal meeting and hope that you will not hesitate to submit questions through the "Ask a question about this IFB/RFP" link on the same webpage where our RFP is posted: https://psd.lausd.net/procurement_solicitations_achieve.asp . |
| 2 | What is the process for selecting a vendor? | Please see the discussion at the top of Page 7 of the RFP and on Page 26. |
| 3 | Are multiple vendors providing prototypes? | More than one vendor may be invited to produce a prototype. |
| 4 | How many vendors will be selected? | We are targeting no particular number of vendors. |
| 5 | Is there a number of vendors you are aiming for and, if so, when will the final selection be made? | Please see the response to No. 4 above. |
| 6 | What is the level of collaboration that is expected? | Please refer to the discussion of the selection sequence on Page 26 of the RFP. Note, in particular, Item 4. |
| 7 | Who is on the collaboration team? | The collaboration team will consist of representatives from the publisher(s), the LAUSD, and the Council of the Great City Schools. |
| 8 | Is there any flexibility with the timeline? | The date by which final development of instructional materials must be completed is not flexible. |
| 9 | Regarding IP-15 (p. 34 of RFP PDF), what does it mean for the Council of the Great City Schools to own the content/contract? | Please see the response to #61 below. |
| 10 | Can vendors sell the program beyond the Great City Schools? | Please refer to the "CONTRACT PIGGYBACK PROVISION" of the RFP on P. 2. |
| 11 | If they cannot sell the entirety of the program can the base content be used and modified to sell beyond the Great City Schools? | Please see the response to No. 10 above. |
| 12 | How will this request affect the upcoming California math adoption? | This process may actually make your product more marketable if feedback and recommendations are implemented. The product may have more supports for English Learners than any other products on the market. |
| 13 | What level of print is expected for students and teachers? | The comprehensive program must be available in both digital and print formats. Schools must be able to implement a full program using either digital or print materials. |
| 14 | Pre-Algebra is mentioned. Is that a fourth course or what goes into 7th grade? | Please refer to the Council of the Great City Schools Grade-Level Instructional Materials Evaluation Tool (GIMET), which breaks down the standards by grade. |
| 15 | Is a "unit" equivalent to a chapter? | We expect publishers to offer comprehensive and coherently sequenced units/chapters that address one or more of the following areas of study in the middle grades along the progression to algebra: The Number System, Ratios and Proportions, Expressions and Equations. Additionally, for Grade 8, publishers may include a chapter on Functions. This will |

| | Question | Response |
|----|--|--|
| | | support the review process as reviewers use GIMET to evaluate the quality of the materials submitted. |
| 16 | How long is a unit's worth of instruction (e.g., a week, a month, somewhere in between)? | Please see the response to No. 15 above. |
| 17 | Is the goal to just provide what currently exists for core or what currently exists for core plus any ELL support that currently exists with the core? | Please review the evaluation criteria Nos. 3 (Project Proposal/Program Submission) and 4 (Quality of Instructional Materials). |
| 18 | Is there a built-in field testing period to iterate the product based on actual student/teacher use? | No. |
| 19 | Is the expectation that the prototype will be built out of the submitted sample? | Yes, with feedback from the collaboration committee, as outlined on P. 26 of the RFP. |
| 20 | Is there a specific time constraint as far as the length of the partnership (Work-based learning partnership plan)? | No. |
| 21 | In addition to the work-based learning partnership plan continuum, will you have a list of the programs to which we might align our opportunity? | Think about how any partnership would align to your business, providing internship opportunities for students or otherwise bringing the outside world of careers to our students. You may be interested to note the California statewide industry pathways identified here: http://www.statewidepathways.org/files/ctecpwposter.pdf . |
| 22 | Can you give an example of what out of state vendors might offer in terms of work-based learning opportunities? | One major software company, for example, might send some staff to one of our schools to explain how to use its company's tools. Vendors might also make an arrangement to work with students virtually. |
| 23 | Given that this RFP is for middle school students, providing an internship might be hard. How is that done? | The opportunity doesn't have to relate to the subject of the RFP and it doesn't have to be limited to middle school students; most of our internships are for high school students. |
| 24 | Does the target for the WBLP have to be ELL? | No. Work-based learning opportunities are not limited to students addressed in the RFA. Students across all subgroups can be included in the Work-Based Learning opportunities designed by your team. |
| 25 | The requirements in terms of standards coverage that LAUSD will need may be different from those required by other schools. How will that work? Will the other schools just follow the lead of the LAUSD or will other school districts say that you'll have to adapt your product to their schools? | The standards we're looking at are the Common Core State Standards, but there are a lot of aspects in common with the college and career ready standards of other states. In developing the Framework and this RFP, we have also had much input from districts other than the LAUSD as well as those districts that are not in common core states. |
| 26 | Some states don't use GIMET; rather, they use WIDA; how will that work? | We had to be agnostic in considering any specific English language development (ESL) standards as states differ in which they have adopted. Both GIMET-QR and the Framework focus on content standards. Language-related expectations for both documents, are anchored in college and career ready standards, not ESL standards. The Framework and GIMET-QR do not favor any particular ESL standards. The Framework does acknowledge the existence of ELLs with different proficiency levels that call for supports that are appropriately responsive to their needs. |
| 27 | Are we looking for an existing textbook or something new? | Really, we want publishers to think differently about who is being taught. Districts have ELLs at different levels of English proficiency enrolled at all grade levels. We want publishers to develop materials with these |

| | Question | Response |
|----|--|---|
| | | students in mind. Our staff finds that support for teaching ELLs in existing materials is limited to the marginalia. Instead of taking what a publisher produces and making the necessary adaptations for it to be applicable to our ELL students, districts want to work together with publishers to make their product something our students and educators can use effectively without needing to make major modifications. |
| 28 | Please describe what this thing looks like. Is it one vendor or multiple vendors? | We will want to work with as many vendor as needed to get the job done. We will all work toward the vision of having materials that meet the needs of our students. |
| 29 | What do you think the “it” is? | The “it” is described in the Framework—developing materials that allow and support teachers in providing rigorous instruction that develops mathematical understanding and academic language. |
| 30 | You reference a previous project and what you did. What was that project? | Without a procurement, we laid out what we wanted ELA materials to look like. We selected vendors who engaged with 20-25 Districts, had 3 meetings and people gave feedback. We had experts sitting beside practitioners giving feedback It was more of a Request for Qualifications process where no price was requested. At the end of that project, there were more relevant materials available. |
| 31 | On that ELA initiative, how many members of the CGCS implemented what was developed? | We did not collect metrics on purchasing, but there were some materials that were adopted in more districts. |
| 32 | Are there any IP issues that come out of the development of the materials? | Please see the response to #61 below. |
| 33 | Let’s say three proposers come to the table with unique and satisfactory proposals. Will we all move forward? | Yes, that’s possible. We’re not looking specifically for a single publisher. |
| 34 | What will this look like in the classroom? Would all children in the classroom use the materials regardless of language status or will these materials supplement what teachers would otherwise use? | By way of example, if a student is given word problems, it’s not enough to merely simplify language for ELLs, but rather, ensure the materials provide the support and activities to lead to students acquiring the necessary academic language to successfully engage with mathematical problems. Right now, we don’t have the choices of materials that offer this rigor and support in mathematics. We don’t want to take language out of the instruction for math; we want ELLs to engage in mathematics using appropriate materials instead of ELLs receiving most of their language development during the ELA time of the day. How the materials will be used in the classroom setting is a district-level decision that will vary across the Council member districts. |
| 35 | Are you looking for core materials, supplemental materials, etc.? | We intentionally did not label the materials as being core or supplemental as these terms have different meanings across the districts. Districts will decide how they choose to use the materials. |
| 36 | So, revenue streams will not be tied to any particular district? | That is correct. |
| 37 | Is there any kind of funding element to help in the development of the project? | That will be up to the publishers. In exchange for their bearing their own cost of development, publishers will benefit from the feedback review sessions during which they will have access to expert practitioners from LAUSD, the Council and other member districts. |
| 38 | So, your ultimate goal is to leverage the publisher expertise to bring to light what you developed in the Framework so that there will | Yes. |

| | Question | Response |
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| | be more quality instructional materials available? | |
| 39 | Does the LAUSD, in particular, know if its materials will be core or supplemental? | No. |
| 40 | Are there any limitations in the number of cycles of feedback and revision? | We've expressly allowed for two, but we want to be flexible based on the need of the vendors and district participants. |
| 41 | How many cycles in the ELA project? | Two. For this project, the reviews and feedback will be tightly controlled to comply with the Cone of Silence. |
| 42 | Will those reviews already be set or will you take into consideration the publishers' needs? | There should be some flexibility, but there are also timelines that need to be met. |
| 43 | Will a program that is being continually updated (e.g., digital materials) be ok? | Yes. |
| 44 | Will gratis PD be required only when orders are made or during development? | Based on orders. |
| 45 | Can you clarify what is required for follow-up training? | The follow-up training can be once a year, for example, to bring in new staff, highlight modifications in the materials and reinforce previously-provided instruction. |
| 46 | Is the development timeline fixed? It's pretty tight? | Fairly fixed; prototypes by May 2018, full product by November 2018. |
| 47 | When are you planning on fully implementing? | Hope to have all of the vendors selected by November 2018 and vendors could start supplying product thereafter. |
| 48 | What is the LAUSD's plan to replace adopted materials? | We are always looking for product that will meet the needs of our students. The materials that result from this effort may be used as supplemental or may be determined to replace adopted core materials. |
| 49 | Are there any preferred theorists or practitioners that are preferred or expected? | No, we work with a lot of folks. See the footnotes in the Framework. |
| 50 | Is the Council or LAUSD looking at expanding this into high school and/or K-5? | Yes. |
| 51 | What is the name of the publisher/program from the ELA RFQ that rose to the top as best option? | This is not germane to this effort as that one focused on English Language Arts. There were three finalist publishers that made changes to their materials of which districts have purchased but the Council has not tracked the actual number of sales. |
| 52 | Is it correct that there will be 1 unit rate for the work of creating materials and another unit rate for the pricing of each component of what will be provided? | There is no unit rate for creating the materials. |
| 53 | Is the expectation of the renewal years that there will be further edits/improvements, or simply that the products can be purchased at the same price as originally negotiated? | We would like to get the benefit of your improvements. However, we would expect the agreed-upon price to be locked in as the maximum possible. |
| 54 | Does the LAUSD expect to enter into a P.O. for this product prior to the prototype or final deliverable availability? | No. |
| 55 | Is there no further review, or expectations of editing materials in the units that are not part of the prototype review? (Nothing after November 1, 2018 signoff?) | There may be video conferences during the development phases (between reviews specified in RFP). |
| 56 | How long will reviewers have to do their review of prototypes? | It will depend on the number of materials, but it will be over the course of several days. |

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| 57 | How many prototypes? E.g., 1 per grade level? Lesson, unit, etc.? | Please see the discussion of the “Quality of Materials” criterion on P. 12 of the RFP. |
| 58 | P. 49 of the RFP, it references Exhibit E, as a pricing schedule. Exhibit E is the Lobbyist Registration. Is this a typo, and if so, what is the exhibit being referred to? | The “Exhibit E” referenced on P. 49 is the Rate Schedule that will be an exhibit to the contract(s) that result(s) from this procurement process. It is likely that when the contracts are issued, that Rate Schedule, taken from the Rate Schedules, vendors submit with their proposals, will be incorporated into the Contract as Exhibit B or C and not either E or G. |
| 59 | What financial commitment is LAUSD making to the vendor winning the RFP? | Nothing is guaranteed. |
| 60 | Will the decision to purchase which instructional materials be made on a Beaudry Central Office basis, or will the decision be made by schools? | At the LAUSD, the Central Office does the initial review of materials and will guide the schools as to what they should select |
| 61 | The RFP indicates in at least two places that LAUSD will own the instructional materials developed by vendors. LAUSD will also own training and PD materials. How will vendors be compensated for developing these materials? What rights of use will vendors have for these materials? | <ul style="list-style-type: none"> a. The ownership rights and interest of the LAUSD and each member district of the Council of the Great City Schools in any material developed or owned by the LAUSD (or by any other member district of the CGCS, as the case may be) prior to the effective date of any IM Development Contract shall not be affected by any IM Development Contract or by the parties’ joint development efforts under that agreement. b. Similarly, the ownership rights and interest of the vendor party to any IM Development Contract in any material developed or owned by that vendor prior to the effective date of the IM Development Contract will not be affected by the IM Development contract or by the parties’ joint development efforts under that agreement. c. Despite having contributed to the development of instructional materials produced by the vendor party to an IM Development contract under that contract, the LAUSD will claim no ownership interest in those materials. d. Video tapes, CDs or other recordings made by the vendor party to an IM Development Contract of professional development sessions by which a CGCS member district’s staff are trained in the use and instructional materials produced pursuant to an IM Development Contract will belong to the CGCS member district in which the filming or recording took place. |
| 62 | Can you please confirm that submission materials should NOT include the entire curriculum in situations where the proposals is an existing curriculum? Rather, as described on P. 12, we should “submit Teacher Instructional Guides/Lessons, for Grades 6-8 (no more than two per grade) that demonstrate lessons, tasks and assignments that reflect the specified criteria”? | Follow what’s in the RFP document. |
| 63 | Pricing: The final materials are set to be done in November 2018. Is the intent then for districts to first implement the materials for the start of the 2019-2020 school year? If so, should submissions assume this implementation when setting prices? | Once a contract is in place, any school district can start buying immediately. |

| | Question | Response |
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| 64 | In two places (P. 34, Instructions to Proposers, P. 46 Agreement for Professional Services), the RFP indicates that the resulting work shall be the property of the District. Can you confirm that it is your intent that whether the new solution is adapted from existing or newly-created materials, the result would be owned by LAUSD and/or CGCS? | Please see the response to #61 above. |
| 65 | The timeline that has been allotted for prototype to final delivery is very tight for us to create a quality product. Will there be any considerations to extend to due date for all products available for implementation for back to school 2019? | Your input is appreciated. At this time, however, we are hoping for one or more partners willing to work within the timeline as specified. |
| 66 | What are you looking for in terms of the “proposed team” (e.g., individual’s qualifications/experience)? | Please see the discussion on P. 10 of the RFP of the evaluation criteria for “Qualifications and Experience” and “Team.” |
| 67 | Should advisors be included? | Yes, if you intend to use them, but please provide detailed information about their respective level of involvement in the development of materials. |
| 68 | Can publishers work/collaborate with LAUSD and CGCS representatives outside of the 2 formal review and feedback sessions? | We don’t want to spend more time with one vendor over another, so the interactions will follow a set schedule. |
| 69 | Do publishers retain intellectual Property | Please see the response to #61 above. |
| 70 | What are the minimum requirements for the print requirement? Can a digital version have a print supplement with selected resources or must digital and print versions be identical? | Please see the response to #13 above. |
| 71 | But isn’t that tremendously limiting? The very nature of digital is that it will have components and functionality not available in print. | You want to design so that a teacher has equally robust programs either way. |
| 72 | Must a publisher continuously update their printed version to keep up with the digital? | Publishers should consider how their updates are made and whether they are essential to the program. If they are, then a comparable upgrade should be made available for the other (digital or print) version. |
| 73 | Will the teams consider separating their assessments of print and digital? What is it you would expect from the publisher in that regard? | This will depend on the type of assessment, but they must be comparable. |
| 74 | Should online assessments also be available in a printed form? | Adaptive computer-based exams cannot be replicated in print but the assessments should be comparable. |
| 75 | Does the Cone of Silence include all council districts? | Yes, districts that are directly involved in the selection and the materials review process. |

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| 76 | Can you expand on the “cone of silence”? Does the cone include all council schools, whom and for how long? And whom from LAUSD? | Please refer to the response to #75 above and to the Contractor Code of Conduct included in the RFP document beginning at P. 67. |
| 77 | Could you please explain the scope of work process? How will the partnership and vendors manage custom development and changes. Also, if there are multiple vendors, how is the scope managed? | Feedback is not considered custom development. During scheduled feedback sessions, material review and discussion with vendors will take place in a controlled forum to protect intellectual property. Publishers will be expected to incorporate feedback into their development and present the evolution of the products at the next scheduled review. |
| 78 | Does your response mean that multiple vendors are selected, are they making the same kind of product for 6, 7 & 8 or something else? | Purchasing districts will choose whatever vendor they want from the bench. The products should be ready to be used by all other school systems, but each vendors will develop their own materials for 6, 7 & 8. |
| 79 | How does cone of silence rules apply to communication with Great City members? | Please refer to the response to #s 75 and 76 above. |
| 80 | Are there any preferred EL theorists or practitioners favored by the CGCS of whom we should be aware? | Please refer to the response to #49 above. |
| 81 | Must you attend the pre-proposal conference to be considered? | No |
| 82 | Do assessments need to be available in a printed format as well? | Please refer to the response to #74 above. |