

Procurement Services Division



Maintenance & Operations Branch  
Architectural & Engineering Services

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# Request for Qualifications



## Land Surveying Task Order Contracts in Support of A&E Services

Los Angeles Unified School District  
Procurement Services Division  
Facilities Contract

RFQ #: R-25064

Release Date: July 16, 2025

# REQUEST FOR QUALIFICATIONS

## LAND SURVEYING TASK ORDER CONTRACTS IN SUPPORT OF A&E SERVICES

### LOS ANGELES UNIFIED SCHOOL DISTRICT PROCUREMENT SERVICES DIVISION

#### IMPORTANT RFQ TIMELINE

*All dates, timeframes, and schedules provided in the RFQ documents are the dates anticipated by the District but are subject to change without notice.*

**RELEASE OF RFQ:** **July 16, 2025**

**NON-MANDATORY PRE-PROPOSAL MEETING:** **July 23, 2025, at 10:00 a.m.**

**RSVP by July 22, 2025**  
to [sophanna.wai@lausd.net](mailto:sophanna.wai@lausd.net) and [AEContracts@lausd.net](mailto:AEContracts@lausd.net)  
and reference RFQ No. R-25064 in the Subject line

**QUESTIONS DUE BY:** **July 30, 2025**

**DISTRICT RESPONSES TO QUESTIONS:** **August 1, 2025**

**SUBMITTALS DUE BY:** **August 8, 2025**

*Please refer to RFQ submittal instructions.*

Provide one (1) Statement of Qualifications (SOQ)  
via e-mail to [aecontracts@lausd.net](mailto:aecontracts@lausd.net).

**ESTABLISH LIST OF SELECTED FIRMS:** **October 2025**

*Projected/estimated schedule*

**CONTRACT START DATE (Tentative)** **TBD**

#### **CONE OF SILENCE:**

To ensure a level playing field with an open and uniform competitive contracting process, Prospective Proposers and their Representatives must maintain a Cone of Silence from the time the Request for Qualifications (RFQ) is announced or posted online and until the District releases the list of prequalified A-E Firms.

During the time under the Cone of Silence, Contractors and their Representatives are prohibited from making any contact on any part of the RFQ 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, Contractor or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD. To do so may subject the Contractor to disqualification.

**Please direct all verbal and written communications to the Contracting Official, Sophanna K. Wai at [sophanna.wai@lausd.net](mailto:sophanna.wai@lausd.net) and [aecontracts@lausd.net](mailto:aecontracts@lausd.net).**

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**ATTACHMENTS:**

- ATTACHMENT 1 MINIMUM QUALIFICATIONS
- ATTACHMENT 2 FIRM INFORMATION FORM
- ATTACHMENT 3 PROPOSAL CERTIFICATION FORMS
- ATTACHMENT 4 KEY PERSONNEL RESUME FORM
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**Non-Mandatory Pre-Proposal Meeting**

The non-mandatory Pre-Proposal Meeting will be held on date provided above. If you are interested in participating in the non-mandatory Pre-Proposal Meeting, RSVP to [sophanna.wai@lausd.net](mailto:sophanna.wai@lausd.net) and [AEContracts@lausd.net](mailto:AEContracts@lausd.net) no later than the date specified above. Email the name of the proposing company, names of representatives, their positions, phone numbers, and email addresses. **Include the RFQ No.** in the subject line of the email. You will receive a meeting invitation and login details for the video conference. All prospective **Proposers are strongly encouraged to attend the non-mandatory Pre-Proposal Meeting.**

**Please visit <https://zoom.us/> to set up a free account if you do not already have one. It is important to do this prior to the date of the pre-proposal meeting.**

**REQUEST FOR QUALIFICATIONS  
LAND SURVEYING TASK ORDER CONTRACTS (TOC) IN  
SUPPORT OF A/E SERVICES  
MAINTENANCE AND OPERATIONS (M&O) BRANCH**

**IMPORTANT INFORMATION**

**Land Surveying Firms who are currently on the Los Angeles Unified School District’s bench of Task Order Contracts for Land Surveying Services, under RFQ R-20023, are strongly encouraged to continue providing services to the District. This RFQ will replace the existing bench contracts expiring on January 12, 2026.**

All Proposers intending to respond to this Request For Qualifications (“RFQ”) need to register at the Los Angeles Unified School District’s (“District”) Facilities Contracts Services website (<http://mo.laschools.org/fis/fcs/rfpqm-psc/>) and at the City of Los Angeles RAMP website: (<https://www.rampla.org/s/>). Create accounts for both if you do not already have one (1) of each. When signing in to the District’s Facilities Contracts Services website, supply your email address and choose a password you will retain for use when accessing the website in the future. The RFQ is in Adobe format. To ensure you receive all posting regarding this RFQ, bookmark the RFQ. You may need to download the latest version of Adobe to view the RFQ; a link for the Adobe download may be found on the District’s website. Registration at the District’s website will ensure you receive all postings, and any updated material related to this request.

**Conflict of Interest:** To avoid any appearance of a conflict of interest the District will allow firms to provide only one (1) type of service, i.e., Design Services as an Architect-Engineer, General Contractor or Construction Management Services. Firms providing any combination of Design, Construction Management or Construction Contracting must select one (1). Firms currently providing services to the District under a different agreement may continue providing those services until the expiration/completion of the contract(s) but will not be allowed to start new ones outside the selected discipline. This policy is applicable to both prime and subconsultant firms.

**1. BACKGROUND**

The Los Angeles Unified School District (“LAUSD” or “District”) is seeking Land Surveying firms (“Proposer” or “Architect” or “Consultant”) to provide land surveying services in support of the Maintenance and Operations (M&O) Branch. The project budget range of facilities construction projects will be, on average, between \$25,000 and \$5,000,000.

**Selection of firms and individual task order contracts.** The District will select multiple firms to provide land surveying services and will award Master Task Order Agreements to the selected firms. As the District identifies one (1) or more project(s) for land surveying services, a request will be initiated with the Firm to prepare and submit its proposal for performance of such services for the District’s review. Following the District’s review, the District may, at our sole discretion, issue an Individual Task Order in the form of a Notice-to-Proceed (NTP) authorizing Firm to perform services based on the Scope of Services and as described in the Firm’s proposal to the District for the Individual Task Order and incorporating the contract derived from this RFQ, the Master Task Order Agreement by reference. Subject only to the provisions of said contract, Firm shall immediately proceed to perform services in accordance

with any such NTP and all terms and conditions of said contract, including the Fee Schedule which will be negotiated and established as part of this RFQ process. Project assignment is not guaranteed. The actual volume of work will depend solely on District's needs. The award of a Master Task Order Agreement shall not be interpreted or construed as a commitment or promise for project assignment or to expend the contract up to its maximum contract capacity.

## 2. SCOPE OF SERVICES

Consultants shall perform services in accordance with the appropriate State and local government agency codes and regulations and Los Angeles Unified School District standards and guidelines. The scope of services shall include, but not limited to these types of services:

- American Land Title Association (ALTA) Survey, boundary surveys, legal description, record of survey, parcel map, lot line adjustment, encroachment survey, center line ties, aerial survey, topographic surveys, and construction surveys for District projects identified to be in excess of what the current District survey crews can perform;
- The Consultant will be required to provide services to any of the District's locations, on an "as required" basis, in accordance with District specifications and requirements; and
- Additionally three-dimensional (3D) scanning and underground utility scanning or Ground Penetration Radar (GPR) surveys may be requested.

## 3. CONTRACT DURATION

The initial term of the master agreement will be three (3) years. No new individual task orders will be issued after three (3) years.

The District reserves the right to extend the contract duration for up to two (2), one (1) year annual extensions or option years or choose to exercise some or all option years at any time up to a maximum contract duration of five (5) years.

## 4. MINIMUM QUALIFICATIONS

The following are the minimum qualifications that the proposing firm must meet to proceed to the formal scoring evaluation phase. Utilize *Attachment 1 – Minimum Qualifications* to indicate how the firm meets the minimum qualifications (**This section is pass/fail.**)

A. Does the proposed firm have a minimum of three (3) years of experience providing California licensed Land Surveying Services for: California educational entities (K-12) or California Community College Districts? (Provide a copy of firm's business license.)

Yes

No

B. Has the proposing firm had experience, within the past three (3) years, working with the American Land Title Association (ALTA) and/or local agencies?

Yes

No

C. Proposing firm must have two (2) projects with requirements from A. above.

- Yes
- No

D. Proposing firm must have two (2) projects with requirements from B. above.

- Yes
- No

E. Proposing firm must have one (1) California licensed Land Surveyor on staff.

- Yes
- No

If you have answered “No” to the above questions, then you do not meet the minimum qualifications and therefore your proposal will not be evaluated.

Word versions of Attachments are available at the website listed under this Request for Qualifications (<http://mo.laschools.org/fis/fcs/rfpqm-psc/>).

## **5. RESPONSE TO THIS REQUEST FOR QUALIFICATIONS**

Responses to this request are limited to 20 single-sided pages, **not** including cover letter, District forms, copies of Key Personnel’s current California Professional Engineering Licenses, copies of QSD Certificates, copies of CHPS or LEED Accreditations, Small Business Enterprise (SBE) Certificates and Work-Based Learning Plan (WBLP). Responses must address the items below and shall address each criterion separately **in the order presented**. Begin with a **cover letter** which must be signed by the authorized officer of the proposing firm and provide the following in the order listed:

### **A. FIRM INFORMATION** *(Not weighted – for informational purposes only)*

- 1) Complete **Attachment 2 – Firm Information Form** and a copy of the Proposer’s business license and California Department of Industrial Relations (DIR) Registration Number.
- 2) Complete and sign all **Attachment 3 – Proposal Certification Forms**. Certifications include:
  - a) Certification A. Compliance to District Ethics Policy,
  - b) Certification B. Conflict of Interest,
  - c) Certification C. Certification of Proposal, and
  - d) Certification D. LAUSD Ethics and Integrity Standards.
- 3) In a narrative under the heading **Firm History/Structure**, provide a brief synopsis of the firm’s history, structure, and simple organization chart including proposed Los Angeles Metropolitan Area staff.

- 4) As part of the narrative under the heading **Litigation**, describe any litigation including case number and court, pending litigation, threatened litigation, settlements, and notices of termination against your firm or its owners for the past seven (7) years.

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

- 5) **Insurance Requirements.** The Consultant shall secure and maintain, at a minimum, insurance as required by the District (refer to Insurance Requirements) upon award of contract. **Certificates of Insurance, along with policy endorsements, are required prior to the execution of contract but not as part of Firm's response to this RFQ.**

***Submittals will be evaluated based upon the criteria in Sections B through F.** The proposals will be evaluated using the weighted scale shown for each Section with sub-criteria optionally being weighted equally or with the lowest numbered sub-criteria, i.e., No. 1, having more relative weight than the higher numbered sub-criteria, i.e., No. 3. Proposers must address each item, or unaddressed items will result in a zero score.*

**B. KEY PERSONNEL EXPERIENCE & QUALIFICATIONS** *(Weighted Value – 33%)*

This selection criterion evaluates the firm's ability to provide experienced and qualified professional candidates who possess the school land surveying expertise necessary to effectively perform the outlined duties and successful projects. This criterion evaluates the individuals proposed in the key positions, such as Principal, Party Chief, Instrumentman, and Chainman/Rodman. (If a staff member holds more than one (1) position, a resume needs to be submitted for each position.)

- 1) Using the **Attachment 4 – Key Personnel Resume Form**, provide resumes of key personnel: the Principal, Party Chief, Instrumentman, and Chainman/Rodman. (Additional pages can be added to the Resume Form.) Also provide a copy of Key

Personnel's current California Land Surveyor license or a printout from the California Department of Consumer Affairs (DCA) license lookup site (<https://search.dca.ca.gov/>), as applicable.

- 2) In a narrative format, describe the members of the proposed team for this RFQ, their Pre-K-12 survey experience, DSA experience, prior experience working together, and expertise that they bring to the team.

**C. FIRM EXPERIENCE** (WEIGHTED VALUE – 30%)

- 1) This selection criterion evaluates the firm's experience with land surveying services as demonstrated by its performance in Pre-K-12 schools and similar projects. Use **Attachment 5 – Firm Experience Form** to provide four (4) schools projects as identified in the Minimum Qualifications (2 school projects and 2 ALTA/other agency's projects) demonstrating the firm's ability to provide land surveying services for large public agencies and K-12 educational entities that require DSA approval. District reserves the right to use District performance evaluations and the firm's responses on file with the District. Client references may be utilized to evaluate the firm's past performance on both District and non-District projects. ***It is imperative that current contact information is provided for each listed reference in the Project Experience Form.***
- 2) In narrative format, describe your firm's experience on public Pre-K-12 and/or community college DSA projects including approval, construction, and certification.

**D. DESIGN QUALITY** (WEIGHED VALUE – 20%)

This selection criterion evaluates the firm's understanding of design issues related to learning environments, relevant construction methods, quality control, and sustainable design.

- 1) In a narrative format, describe the firm's involvement with the design of learning environments.
- 2) Describe the firm's quality control process.
- 3) Describe how the firm manages projects to maintain scope, budget, and schedule.
- 4) Describe the firm's approval of integrating sustainable design and high-performance building best practices into their projects.

**E. SMALL BUSINESS ENTERPRISE (SBE)/ MICRO-SBE** (WEIGHTED VALUE 15%)  
**OR VETERAN BUSINESS ENTERPRISE (VBE)/**  
**DISABLED VETERANS BUSINESS ENTERPRISE (DVBE)**

**Note: Points can be obtained for only one (1) category (SBE or Micro-SBE or VBE/DVBE) as applicable. Provide applicable certifications with submittal.**

The District has adopted a Small Business Enterprise Program that has a goal of SBE or Micro-SBE participation at a level of 25%. Eligibility of small firms under this program must meet the U.S. Small Business Administration size standards. The SBE/ Micro-SBE participation goal is one (1) of many selection criteria for the eventual evaluation of the qualified submittals.

Complete *Attachment 6 – SBE/Micro-SBE Utilization Form* and provide copies of all **SBE certifications** with the proposal.

Points will be given as follows with a maximum of 13 possible points:

- 1) Prime Proposer is a SBE Certified Firm 13 points
- 2) Prime Proposer is not an SBE, but submitting a SBE Subconsultant (up to 10 points for 25% SBE participation and above) up to 10 points
- 3) Prime Proposer is not an SBE and did not submit an SBE-certified subconsultant 0 points

**OR**

Complete *Attachment 6 – SBE/Micro-SBE Utilization Form* and provide copies of all **Micro-SBE certifications** with the proposal.

Points will be given as follows with a maximum of 15 possible points:

- 1) Prime Proposer is a Micro-SBE Certified Firm 15 points
- 2) Prime Proposer is not a Micro-SBE, but submitting a Micro-SBE Subconsultant (up to 10 points for 25% Micro-SBE participation and above) up to 10 points
- 3) Prime Proposer is not a Micro-SBE, but submitting an Outreach Plan for Micro-SBE 2 points
- 4) Prime Proposer is not a Micro-SBE and did not submit a Micro-SBE certified subconsultant 0 points

**OR**

**Veteran Business Enterprise/Disabled Veteran Business Enterprise (VBE/DVBE)**

On October 6, 2020, the Board of Education expanded its Disabled Veteran Business Enterprise (DVBE) to include all Veteran Business Enterprise (VBE) firms with an inclusive participation goal of five percent (5%) for all contracts and procurement activities. Using *Attachment 7 – VBE/DVBE Utilization Form*, provide the names of companies certified VBE/DVBE which may include the Proposer and/or proposed Subconsultants. Include copies of the VBE/DVBE certifications with the proposal, if applicable.

Points will be given as follows with a maximum of 15 possible points:

- 1) Prime Proposer is a VBE/DVBE Certified Firm 15 points
- 2) Prime Proposer is not a VBE/DVBE, but submitting a VBE/DVBE Subconsultant (up to 10 points for 5% VBE/DVBE participation and above) up to 10 points
- 3) Prime Proposer is not a VBE/DVBE and did not submit a VBE/DVBE certified subconsultant 0 points

**NOTE:** Copies of current SBE/Micro-SBE or VBE/DVBE certifications must be provided to evidence status as an SBE/Micro-SBE or VBE/DVBE firm. If the Proposer

has not been certified and desires to become certified, visit <https://achieve.lausd.net/Page/3904> The LAUSD or reciprocal agency SBE/Micro-SBE or VBE/DVBE certification letter(s) must be included in the submittal.

**F. LINKED LEARNING/WORK-BASED LEARNING PROGRAM (WEIGHTED VALUE 2%)**

On August 30, 2011, the District adopted the Work-Based Learning Resolution to encourage consultant participation in a high-quality integrated work-based learning partnership including but not limited to, internships, job shadow days, guest speaking, professional development for teaching and support staff or mentoring students to equip LAUSD graduates with 21st century skill development.

Provide a narrative on the Proposer's plan to offer work-based learning to students of LAUSD. Evaluation criteria is below.

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

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

Visit this website for more ideas on creating a WBLP plan:

<https://ctelinkedlearning.lausd.org/?cfredir=1>

Linked Learning provides a full range of career-based activities for students, beginning as early as the elementary school years, increasing over time, and reaching a peak in high school. The sequence of experiences varies in purpose and level of intensity. During the early years, the Linked Learning experience begins with guest speakers, educational tours, and activities aimed at fostering career exposure and exploration. This initial phase is designed to teach students about the various fields available for post-secondary study and career development. In subsequent years, students are engaged in job shadowing, workplace tours, and mentorship programs, which provide opportunities for more in-depth engagement in activities that have an impact beyond the classroom and create a platform for multiple options after high school. Culminating experiences include internships, service learning, apprenticeships, and professional training programs intended to prepare students for successful entry into the workplace and post-secondary education.

Word versions of Attachments 1 – 9 are available at the website listed under this Request for Qualifications (RFQ) No. R-25064 at <https://mo.laschools.org/fis/fcs/rfpqm-psc/>.

The submittal shall be limited to 20 pages, **not** including the cover letter, Attachment forms, SBE/Micro-SBE/VBE/DVBE/MBE/WBE Certificates; licenses; and certifications. *Certificates of Insurance are required before the commencement of work, but not as part of any response to this RFQ.*

## 6. SELECTION PROCESS

The submittals will be evaluated and scored by an evaluation panel consisting of individuals selected by the District's Source Selection Authority.

Proposing firms will bear all costs of this RFQ and interviews, if any. Selection for this effort will, in no way, preclude the selected firm from consideration, nor guarantee consideration of the selected firm, for any follow-up project.

At the District's discretion, to further assist in evaluation, some, one (1), or all of the responding firms and/or individuals may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues within a given proposal and explore the approaches that may be used to satisfy all requirements for the District.

For firms who have or have had contracts with the District, the District may use Consultant's Evaluations to assist in the evaluation process as well.

Submittals will be evaluated based on the criteria in Section 4 above. Submittals, in general, will be evaluated using the following weighted scale:

<b>Key Personnel Experience &amp; Qualifications</b>	<b>33%</b>
<b>Firm Experience</b>	<b>30%</b>
<b>Design Quality</b>	<b>20%</b>
<b>Small Business Enterprise (SBE)/ MICRO-SBE OR VBE/DVBE</b>	<b>15%</b>
<b>Linked Learning/Work-Based Learning Program</b>	<b>2%</b>
<b>TOTAL</b>	<b>100%</b>

## 7. SUBMISSION

Submittals must be completed per the terms of this RFQ and e-mailed **no later than the deadline indicated on the RFQ Timeline** page ii above.

Submittals received after the time and date indicated will not be accepted. Timing factors are the responsibility of the Proposer, not the District.

Send submittals via email at [AEContracts@lausd.net](mailto:AEContracts@lausd.net). In the Subject line, provide your company name and RFQ R-25064. A confirmation email will be sent to you that it has been received. If you do not receive a confirmation, or have any questions or concerns about the submittal process, email the Contracting Officer Sophanna K. Wai at [sophanna.wai@lausd.net](mailto:sophanna.wai@lausd.net) and [AEcontracts@lausd.net](mailto:AEcontracts@lausd.net).

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

Completed qualification submittals should be signed by the Chief Executive Officer (thereby attesting to the concurrence and commitment of all members of the joint venture) or by the Principal-in-Charge for the conduct of the work in the event it is awarded to the organization submitting the qualification. Joint Ventures must make available a statement of participation signed by the principal of each member of the joint venture. All information contained in the qualification must be current and factual.

Submission of a proposal under this RFQ shall constitute acknowledgment and acceptance of all terms and conditions outlined in this RFQ unless otherwise expressly stated in the proposal. Following completion of the evaluation process, proposers may request a debriefing from this office. Requests must be made within 10 calendar days of the Notice of Award(s) to the proposing firms. The request should be made via e-mail addressed as follows: [sophanna.wai@lausd.net](mailto:sophanna.wai@lausd.net) and [AEcontracts@lausd.net](mailto:AEcontracts@lausd.net).

## **8. INFORMATION & QUESTIONS**

For RFQ requirements, information, and announcements, please visit the District's website at <https://www.laschools.org/new-site/contracts/>.

The District will conduct a **Pre-Proposal Meeting on July 23, 2025, at 10:00 a.m.**, to discuss this RFQ. Please RSVP via email to [sophanna.wai@lausd.net](mailto:sophanna.wai@lausd.net) and [AEContracts@lausd.net](mailto:AEContracts@lausd.net) by **noon on July 22, 2025**. All questions concerning this RFQ **MUST** be in writing. All answers to questions will be in writing and posted to the website at <http://mo.laschools.org/fis/fcs/rfpqm-psc/>.

For **information or questions** regarding this RFQ, contact Sophanna K. Wai, LAUSD, Facilities Contracts, at [sophanna.wai@lausd.net](mailto:sophanna.wai@lausd.net) and [AEcontracts@lausd.net](mailto:AEcontracts@lausd.net) **by July 30, 2025, at noon**. Please reference RFQ No. R-25064.

## **9. DISTRICT RIGHTS**

Should the proposing Consultant be awarded an Agreement through this Request for Qualifications process Consultant acknowledges that the District has determined to enter into such Agreement with Consultant in reliance, in part, on the veracity of the representations made by Consultant in Consultant's proposal. The District relies specifically on the Consultant's ability to provide the Services with staff qualified as, and otherwise in the manner, represented in Consultant's proposal.

District may investigate the qualifications of any individual or firm under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFQ. District also reserves certain rights, including, but not limited to, the following:

- A. Reject any or all of the SOQ submittals.
- B. Issue subsequent Requests for Qualifications (RFQ) or Proposals.
- C. Cancel the entire Request for Qualifications.
- D. Remedy technical errors in the Request for Qualifications process.
- E. Appoint evaluation committees to review qualifications or proposals.
- F. Seek the assistance of outside technical experts in qualification or proposal evaluation.
- G. Approve or disapprove the use of subcontractors.
- H. Establish a short list of firms eligible for discussions after review of RFQ.
- I. Negotiate with any, all, or none of the firms.
- J. Solicit best and final offers from all or some of the firms.
- K. Award a contract to one (1) or more firms.
- L. Waive informalities and irregularities in RFQ.
- M. Award without discussion.

## **10. PRIOR TO AWARD OF CONTRACT**

- A. Prime Architects that do not have an office in Los Angeles Metropolitan Area must establish one (1) prior to the award of contract.
- B. Consultant must be insurable to the minimums set forth in Exhibit C (Insurance Requirements.) and must be able to present current insurance certificate(s).
- C. The Consultant, its employees, agents, subconsultants and subconsultant employees who go to school sites when students are present will be required to comply with the requirements of the California Education Code Sections 45125.1 and 45125.2 at no cost to the District. In accordance with Section 45125.1(d) all personnel going to the school site(s) must submit his or her fingerprints to the California Department of Justice (DOJ) in a manner authorized by the DOJ to determine whether the employee has been arrested or convicted of any crime. All personnel who may come in contact with students must be cleared by the DOJ (Section 42125.1(f)). Any person who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.7 will not be allowed on District property. The Consultant is responsible for the administration and all costs relating to the fingerprinting and screening by the DOJ of all candidates for positions with the District. Confirmation of the DOJ clearance or confirmation that the fingerprints have been submitted to DOJ must be submitted to the District within 14 calendar days of the employee's start date and confirmation of DOJ clearance must be submitted within six (6) weeks of the start date. If the above time requirements cannot be met a letter of explanation must be submitted for the District's approval prior to the expiration of the time allowed.
- D. If applicable, the District intends to conduct an audit of the Consultant to ascertain the Overhead rate based upon 48 CFR Federal Acquisition Regulations Systems, Chapter 1, Part 13 et. seq. The Architect agrees to submit to this audit and enter into fee negotiations utilizing the findings of the audit.
- E. A due diligence report on the firm and its principals will be initiated when all active contracts reach a cumulative value of \$5M and above. Information will be requested by the District's Prequalification Unit to initiate the due diligence process.

## **11. AWARD OF CONTRACT**

- A. This RFQ shall be deemed part of the Task Order Contract and all conditions of this RFQ shall become conditions of the contract unless specific conditions of the RFQ are deleted by other terms of the contract.
- B. Once the Firm's fees are negotiated and accepted by both parties, members of the project team may not be removed from the project team without the District's written consent. The District recognizes that over the term of the contract, members of the project team and key personnel listed in the Firm's SOQ submittal may change. The Firm shall notify the District of any such changes in writing and shall provide information based on the same requirements of this RFQ to substantiate similar level of knowledge, experience, and ability, for replacement team members, for the District's consideration and approval.

## **12. MAINTAINING THE CONTRACT**

- A. Firm must notify the District in writing within 30 calendar days when any changes to the firm's structure, name, address, ownership, and affiliations occur, such as in the event of a merger or acquisition, during the period of the Contract.
- B. Firm must maintain active business and professional licenses throughout the duration of the Contract and if such licenses are impacted by lawsuits, judgements, bankruptcy, suspension, termination, debarment by public or private entities, it shall duly and promptly notify the District in writing upon knowledge or discovery within 30 calendar days.
- C. Firm is bound by and must comply with District and Statutory requirements such as compliance with labor and prevailing wage laws when any Employees or Subconsultant Employees perform tasks under the contract that are subject to the California's Department of Industrial Relations (DIR) prevailing wage and DIR Registration requirements. Non-compliance may result in penalties imposed by the DIR. Firm is responsible for ensuring that Subconsultants are compliant with these requirements and obtain a DIR Registration Number. To verify if a DIR Registration Number is necessary and obtain a determination, contact the Labor Commissioner's Office, Los Angeles, at (213) 620-6330 or at <https://www.dir.ca.gov/dlse/DistrictOffices.htm>
- D. Firm must notify the District in writing of matters that would adversely impact its financial status and performance of services under the Contract. The District reserves the right to audit, initiate due diligence investigations, and/or request documentation, at any time, to substantiate the financial stability of the Firm and any of its Subconsultants during the term of the contract and / or prior to the assignment of future projects.
- E. Firm must promptly invoice for services rendered and timely pay all Subconsultants under this Contract.
- F. The District reserves the right to withhold project assignments to Firm for failure to perform and/or deliver scope of services and deliverables on projects under the contract including failure to timely pay Subconsultants.
- G. The District reserves the right to remove the Firm from any project at any time for non-performance and/or non-compliance with contract requirements.

## **13. PUBLIC RECORDS ACT**

Responses to this RFQ shall be subject to the provisions of the California Public Records Act. The website address is: <https://achieve.lausd.net/Page/3137> and email address: [pra@lausd.net](mailto:pra@lausd.net).

Those elements in each Proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Proposer to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances, shall the District be responsible or liable to the 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.

All records, documents, drawings, plans, specifications, and other information relating to the conduct of the District's business, including information submitted by the Consultant shall become

the exclusive property of the District and shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code Sections 6250 et. seq.). The District's use and disclosure of its records are governed by this Act. The District will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

In the event of litigation concerning the disclosure of any information submitted by the parties, the District's sole involvement shall be as a stakeholder, retaining the information until otherwise ordered by a court. The Proposer, 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.

#### **14. FILING OF PROTESTS**

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

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

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

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

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

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

1. The name and address of the interested party and its relationship to the solicitation;

2. Identification of the solicitation name and number with Contracting Officer's name (include the school name, project number, and project description, as applicable); Substantive description of the nature of the protest;
3. Substantive description of the nature of the protest;
4. All documentation supporting the allegations of the protest;
5. Statement of the specific relief requested;
6. Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based; and
7. Signature of an authorized executive with the authority to bind the company.

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

## **15. CONCLUSION**

This RFQ shall not, in any manner, be construed to be an obligation on the District to enter into a contract or result in any claim for reimbursement of cost for any efforts expended in responding to the RFQ or in anticipation of any contract or future task orders. Proposing firms will bear all costs of this RFQ and interviews, if any. Selection for this effort will, in no way, preclude the selected firm from consideration, nor guarantee the selected firm consideration, for any follow-up project.

# FRAUD IS INVESTIGATED BY THE OFFICE OF THE INSPECTOR GENERAL



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

Examples of offenses and corresponding maximum sentences are:

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

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

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

# **EXHIBIT A**

## **DEFINITIONS**

**Exhibit A**  
**DEFINITIONS**  
**Architectural and Engineering Services Agreement**

The following terms as used in this Agreement are defined as follows:

**ABL:** Architectural Barrier List.

**ACU Accessibility Survey:** A document prepared by the LAUSD Access Compliance Unit (ACU) identifying specific elements at LAUSD facilities that do not comply with current State and/or Federal Accessibility requirements.

**ADA:** Americans with Disabilities Act of 1990.

**Agreement:** The document setting forth the terms of the professional contract between the Architect-Engineer and the District.

**Amendment:** Revisions made to the Agreement.

**Applicable Laws:** All federal, state, and local statutes, laws, ordinances, provisions, rules, and regulations pertaining to the furnishing of or performance of the Services and/or Work.

**Appropriate Authorities and Agencies:** Municipal, county, state, regional, or federal authority with which the Project may be involved. This term is intended to include those agencies and authorities, including agencies having jurisdiction, which may require information or the filing of drawings, specifications, permits, etc., such as: the State Fire Marshal, Division of the State Architect, California Department of Education, Health Department, or any organization for code compliance in connection with the Project.

**Approval of Extra Service:** A document providing written authorization for additional Services beyond the Basic Services to be provided by the Architect-Engineer.

**Architect-Engineer:** The design firm identified in the signature box of the Agreement and consulting architects, consulting engineers, specialty firms, or any other person or entity contracted by Architect-Engineer for Services.

**Architect of Record:** The architect licensed by the State of California who has the contract responsibility for the Project, who designs and prepares the construction documents from which the Project is constructed, and who signs the required documents.

**As-Built Drawings:** Contractor-prepared drawings that show, in red ink, on-site changes to the original Construction Documents.

**Basic Services:** The services provided by the Architect-Engineer as described in Exhibit A, Section V of this Agreement.

**Bid Item:** Certain Work as defined in the Bidding Documents that may be added to or deducted from the base bid amount if the District decides to accept a corresponding change in either the amount of Work to be completed; the Construction Documents; or in the products, materials, equipment, systems, or installation methods described on the Construction Documents.

**Bid Package:** Separate and complete contract documents prepared for a specific portion of Work to be bid independently.

*BIM*: A digital representation of the physical and functional characteristics of a facility, building, or project.

*Board of Education*: The Board of Education of the City of Los Angeles, Governing Board of the Los Angeles Unified School District.

*CA-CHPS*: California Collaborative for High Performance Schools.

*Computer Aided Facilities Management (CAFM)*: LAUSD's fixed asset spatial database. It carries unique site, building, floor, and space information, along with relevant attributes. The data is fully georeferenced to real world coordinates.

*California Environmental Quality Act (CEQA)*: Legislation enacted to ensure that state and local agencies consider the environmental impact of their decisions when they approve a public or private project.

*Character-Defining Features Memorandum for the Record*: Document prepared by a qualified Historic Architect, which includes a brief campus history, summary of the Historic Resources' eligibility, identification and documentation of contributing and noncontributing buildings, and identification of the features that characterize the Historic Resource. More detailed information about the Character-Defining Features Memorandum for the Record can be found in the LAUSD Design Guidelines and Treatment Approaches for Historic Schools.

*Commissioning Agent*: See LAUSD Commissioning Guide for a full description of roles and responsibilities for this party.

*Construction Budget*: The District's estimated cost and budgeted funds available to pay for the cost of construction, including all on and off-site improvements, but exclusive of construction costs associated with Interim Facilities. For the purposes of this Agreement, the Construction Budget shall include design contingency and general contractor overhead and profit and excludes escalation.

*Construction Contract*: The agreement between a Contractor and the District for construction of the Project, including, but not limited to, the Bid Proposal Form, Notice to Contractors, Bonds, Construction Documents, the District-Contractor Agreement and Change Orders relative to the Project. The "General Conditions," as used herein, shall refer to the General Conditions within the Construction Contract.

*Construction Cost*: The actual and final cost to the District for construction of all elements of the Project, including the cost of labor, material, and equipment, plus the Contractor's overhead and profit and construction bond. Construction Cost does not include compensation for the Architect-Engineer's and its consultants' design services, the District's project management charges, land value, financing, or other costs which remain the responsibility of the District.

*Construction Documents*: The working drawings, specifications, general conditions, supplementary general conditions, special conditions, addenda, change orders, and electronic submittals detailing the design, function, and construction of the Project. Construction Documents are used for estimating the cost of the Project, securing bids for constructing the Project, and directing a contractor in construction of the Project; and as such, are sufficiently full, complete, coordinated, and accurate, and give such directions as will enable any competent contractor to carry them out.

Contract Documents: Those documents that comprise the Construction Contract, including, but not limited to, the Bid Proposal Form, Notice to Contractors, Bonds, Construction Documents, the District-Contractor Agreement and Change Orders relative to the Project.

Contractor: The individual, partnership, corporation, or other business entity having overall responsibility for the satisfactory completion of the Project pursuant to the Construction Contract. The District may procure the Contractor via formal public bidding, lease-leaseback proposals, or any other procurement method (except Design-Build). The District's procurement method will not alter the Architect's obligations or Fee under the Agreement.

Coordination: The interdisciplinary coordination (use of RediCheck or an approved equivalent system) to ensure the documents shall be consistent and in conformance with all parts of the Construction Documents.

CSI: Construction Specification Institute.

Design Directive: LAUSD document directing the Architect-Engineer to proceed with the performance of agreed upon Extra Services in advance of the completion/execution of the Approval of Extra Services.

Design Documents: All drawings, specifications, and documents identified in the "Submittal Requirements: 100% CD – DSA Submittal" section of the LAUSD School Design Guide.

Design Guidelines: The District's set of guidelines that incorporate the District's principles and goals for the design of a school and comply with CDE statewide standards. This set of guidelines includes the District's School Design Guide, Educational Specifications, Guide Specifications, Standard Technical Drawings, and Space Program (where applicable).

Design Manager: The District's representative and primary point of contact for this Agreement.

DSA: Division of State Architect, Department of General Services, State of California.

Direct Cost for Services: Either the direct salaries paid by the Architect-Engineer for the services of employees with respect to the Project, or the direct salaries paid by the Architect-Engineer's consultants for the services of their employees with respect to the Project, including the portion of the cost of the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, vacations, sick leave, holidays, pensions, and similar contributions and benefits; and overhead expenses.

District: Los Angeles Unified School District, acting by and through its governing board or the individual(s) with the authority on behalf of LAUSD to: (i) revise the Space Program, (ii) adjust the budget for the entire Project, including the Construction Budget, (iii) modify this Agreement, (iv) approve any modifications to Project schedule, (v) authorize performance of Extra Services, or (vi) commit or bind the District to any obligation to pay any sums of money or additional compensations beyond the Fee in this Agreement. The District shall have the right, upon written notice to the Architect-Engineer, to replace, or add additional persons to act as authorized representatives of the District. The District is the owner of the Project.

Education Specifications (Ed Specifications): Detailed descriptions of the functional and facilities support requirements for each space defined in the Space Program, including prototype drawings and equipment lists. The Ed Specifications are available for High, Middle, and Elementary Schools.

ESA: Environmental Site Assessment.

Estimated Construction Cost: The estimated cost to the District to construct all elements of the Project designed or specified by the Architect-Engineer to mid-point of construction, including the cost of equipment designed, specified, selected or specially provided for by the Architect-Engineer (plus a reasonable allowance for the Contractor's General Conditions and profit and construction bond). Estimated Construction Cost also includes a reasonable allowance for contingencies for market conditions at the time of bid. However, it does not include compensation for the Architect-Engineer's and its consultants' design services, the District's project management charges, land value, contingencies for changes in the work during construction, cost of rights of way improvements, financing, or other costs which remain the responsibility of the District.

Estimating Guide: LAUSD standard document that provides instructions necessary to prepare cost estimates and related documents required for submittals at each phase of the design. The intent of the Estimating Guide is to establish uniform formats and quality control that are acceptable to funding sources. The Estimating Guide does not waive any contractual requirements.

Feature of Interest: LAUSD term to describe features or artifacts that have been identified by the school administration, students, and alumni, and/or the local community as important elements of the school's culture or history. These features are not considered character-defining as defined by the Secretary of the Interior's Standards (SOIS) or CEQA. Features of Interest are not associated with Historic Resources and can be found on both historic and non-historic campuses/buildings.

Fee: The agreed-upon amount to be paid to the Architect-Engineer for Basic Services. The agreed-upon amount is found in the Agreement and in Exhibit B.

Guide Specifications: Construction specifications in CSI format that define the materials and systems acceptable to the District, including considerations of economy, performance, and maintenance and operations. The Guide Specifications often include alternative choices. In any case, they must be edited by the Architect-Engineer to suit the needs of each specific project.

Historic Resources: As the term "historical resources" is defined within CEQA in the California Code of Regulations, Title 14, Section 15064.5.

Historical Resources Evaluation Report (HRER): A written report prepared by the Office of Environmental Health and Safety identifying all historic resources on a given property. The HRER is a technical report that can support a broader environmental review under CEQA and may include a list of character-defining features, omitting the need for a separate Character-Defining Features Memorandum for the Record.

Interim Facilities: Functional elements installed as a part of the construction as required to maintain the instructional, core facilities, food services, sanitary, and support functions of the campus throughout the construction process. Except as specifically directed by the Design Manager, these elements and related infrastructure will be removed prior to the completion of construction activities.

Initial Construction Submittal Review: Initial portion of Construction and Close-Out Phase primarily focused on the review and return of submittals, RFCs, and Substitution/Deviation requests as submitted by the Contractor.

LAUSD: Los Angeles Unified School District.

Logistics Plan: A written and graphic plan addressing coordination of school operations, including a site plan and existing building floor plans with notations describing (as applicable) the sequence of demolition, work on existing spaces, construction of new structures, and related temporary facilities as required to implement the Project on the campus.

MND: Mitigated Negative Declaration.

Move Plan: A written and graphic plan documenting a sequence of functional and occupant relocations required to maintain the functional and educational operations of the campus throughout the course of construction including the identification of any related requirements for modifications to existing facilities.

Notice-to-Proceed (NTP): A document issued by LAUSD to the Architect-Engineer to commence work on a design phase, or to the Contractor to start its construction work.

OAR: Owner Authorized Representative during Bid & Award, Construction, and Post-Construction phases of the Project.

PEA: Preliminary Environmental Assessment.

Phase: A defined portion of work to be completed by the Architect-Engineer in accordance with the terms of the Agreement and the Project Schedule.

Pre-Construction Phase: A 30- to 90-calendar day period, as assigned by the District, during which the Contractor will be required to i) complete all pre-submittal coordination meetings between subcontractors and the design team for all trades, ii) complete all critical shop drawings and submittals, and iii) conduct commissioning kick-off meeting.

Principal: Individuals who are sustained participating owners of the Architect-Engineer firm and are authorized on behalf of the firm to act as signatories to agreements for this Project.

Program of Facilities Requirements: The document that defines the functional and physical requirements for the Project.

Project: The planning, design, and construction of the facility described in Exhibit A, Section I.

Project Construction Cost: Same as "Construction Cost," defined above.

Project Limits of Work: The area of the Project, including the locations of on-site and off-site Work, construction staging and laydown areas, Interim Facilities, swing space, and vehicular routes, and/or exit, evacuation, and circulation paths.

Qualified Historic Architect: As defined in the LAUSD Design Guidelines for Treatment Approaches for Historic Schools, this individual shall meet or exceed the Secretary of the Interior's Professional Qualification Standards for historic architecture and possess a minimum of eight (8) years of experience (preferably including work on school buildings and campuses).

Qualified SWPPP Developer (QSD): Qualified Storm Water Pollution Prevention Plan practitioners as approved by the California State Water Resource Control Board.

RAW: Removal Action Workplan.

Record Drawings: The working drawings and project specifications as prepared under Construction Documents that have been revised to incorporate changes to the Project subsequent to the issue of the bidding documents for the Project. Changes to be incorporated shall be based

on information provided by the Contractor and include, but not be limited to, addenda, change orders, construction alterations and other changes to the physical components of the Project. Changes shall be incorporated into the appropriate original drawing. Simple attachments to the document set are not acceptable.

*Request for Clarification (RFC)*: A written instrument prepared by the Contractor and issued to the Architect-Engineer requesting a clarification of the Construction Documents. Also sometimes referred to as a Request for Information (RFI).

*Request for Proposal (RFP)*: A written instrument issued by the Project OAR directing the Contractor to submit a written estimate detailing the proposed changes to the contract amount, milestones, and/or contract time in response to the proposed work contained therein.

*School Design Guide*: A set of guidelines prepared to establish and sustain consistent representation of requirements and standards to all members of the Design Team. It presents design guidelines and criteria for the planning, design, and technical development of new schools and modernization.

*Secretary of the Interior's Standards for Rehabilitation (SOIS)*: The Secretary of the Interior's series of standards for four (4) different treatment approaches of Historic Resources, including Preservation, Rehabilitation, Restoration, and Reconstruction. The appropriate treatment approach for most LAUSD projects is rehabilitation. Any project that alters a Historic Resource but also conforms with the Secretary of the Interior's Standards is considered a less than significant impact under CEQA.

*Services*: The design, coordination, and administration effort related to the design and administration of the Project, as provided by the Architect-Engineer and all consulting architects, consulting engineers, specialty firms, or any other person or entity contracted by Architect-Engineer for the Project.

*SP Diagrams (including SP1A, SP2A, SP3A and SP4A documents)*: Diagrams of Building Areas as defined in the latest edition of the LAUSD Estimating Guide and the LAUSD CAFM Guidelines.

*Standard Technical Drawings (Std. Dwgs.)*: Construction detail drawings that provide District-wide consistent operational and safety standards.

*Subcontractor / Subconsultant*: The person, firm, corporation, or entity executing a direct contract with the prime Architect-Engineer or Contractor, or with any subcontractor, for the performance of a portion of the Work/Service.

*Sustainability Certification(s)*: The most current applicable versions of CA-CHPS or Leadership to Energy and Environment Design (LEED) guidelines for certification(s).

*Temporary Protection Plan*: Plan developed by the Historic Architect that identifies potential risks to a Historic Resource and proposes protective measures prior to any major alteration to a Historic Resource or area adjacent to a Historic Resource that may potentially damage the Historic Resource (or previously identified historic features). The specifics of the Temporary Protection Plan are outlined in LAUSD's Standard Conditions of Approval for District Construction, Upgrade, and Improvement Projects.

Test-Fit: Drawings prepared by the Architect-Engineer to include preliminary site organization diagrams, floor plans, and massing diagrams including layouts of classrooms and spaces in modernized buildings and the general massing of proposed new buildings. These provide for confirmation of the viability of program elements within the Project and support preparation of cost estimates.

Work: The construction and services required by the Construction Contract, whether completed or partially completed, and including, all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**END OF EXHIBIT A**

# **EXHIBIT B**

## **TERMS AND CONDITIONS**

**Exhibit B**  
**TERMS AND CONDITIONS**  
**Architectural and Engineering Services Agreement**

1. **Architect-Engineer Performance Standard / Standard of Care.** All services performed in connection with this Agreement must be performed in a manner consistent with the standard of care applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project.
2. **Extent of Agreement; Amendment.** This Agreement represents the entire Agreement between the District and the Architect-Engineer for furnishing of Services to the Project and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Architect-Engineer and approved as required by California law and District policy.

In the event of any conflict or inconsistency among the components of this Agreement, such conflict or inconsistency must be resolved by giving precedence in the following order: (1) Architectural and Engineering Services Agreement; (2) Exhibit A, Scope of Services; (3) Exhibit B, Fee and Payment Schedule; (4) Exhibit E, Terms and Conditions; (5) Exhibit G, Code of Conduct; (6) *Request for Qualifications No. 25064* (the “**RFQ**”), which is incorporated herein by reference as if attached hereto; and (7) Consultant’s Proposal submitted, in response to the RFQ (“**Consultant’s Proposal**”), which is also incorporated herein by this reference as if attached hereto.

3. **Authority of the Architect-Engineer.** The Architect-Engineer’s authority to act on behalf of the District is limited to its scope of authority set forth in this Agreement and the General Conditions. Notwithstanding anything else stated in this Agreement or the Construction Contract, the Architect-Engineer does not have the express or implied authority to obligate the District to any expenditure of money or extension of contractual time periods, including, without limitation, any adjustment to the price or time of performance of any contract between the District and its Contractor, Subcontractors, consultants, or any other third persons or parties.
4. **Representations by the Architect-Engineer.** The Architect-Engineer represents (i) that it is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Services and perform the obligations required by this Agreement; (ii) that it is authorized to do business in the State of California; and (iii) that its principal-in-charge of the Project is duly licensed in accordance with California and all other applicable laws to render the Services to be provided by this Agreement.
5. **Professional Licenses.** The principals and project managers for the Architectural and Engineering consulting firms involved in this Project shall be licensed in their respective fields by the State of California if such licensing requirements are applicable to them.
6. **Independent Consultant.** The Architect-Engineer is and shall at all times remain as to the District a wholly independent Consultant. Neither the District nor any of its agents shall have control over the conduct of the Architect-Engineer or any of the Architect-Engineer’s officers, agents or employees, except as set forth herein. The Architect-Engineer shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the District.

7. **Unauthorized Actions.** Any action taken by the Architect-Engineer or its Subconsultants not in conformance with the terms and conditions of the Agreement will be considered unauthorized and at the sole expense of the Architect-Engineer. The Architect-Engineer or its Subconsultants will not be compensated for any actions deemed by the District to be unauthorized. No extensions of time will be granted under the Agreement due to unauthorized actions.
8. **No Third-Party Rights.** Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right or obligation created by this Agreement or by operation of law.
9. **Successors and Assigns.** This Agreement shall be binding upon the District and the Architect-Engineer and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, nor any claim hereunder, may be assigned by the Architect-Engineer without the prior written consent and approval of the District, which may be granted or withheld in the District's sole discretion. This Agreement and all of the District's rights in and to the Design Documents may be assigned by the District upon written notice to the Architect-Engineer. The District shall have no liability or responsibility to the Architect-Engineer for payment for any Services performed after the date of such assignment and notice by the District.
10. **Waiver.** Provisions of this Agreement may be waived by the District only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. A waiver by either party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character. The District's approval, acceptance, use, or payment for any part of the Architect-Engineer's services shall not in any way alter the Architect-Engineer's obligations, or waive any of the District's rights, under this Agreement.
11. **Severability.** In case any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of all remaining provisions shall not be affected.
12. **Ownership of Documents**
  - a. **Property of the District.** The Architect-Engineer warrants that it is the author of the Design Documents for the Project and that it holds the copyright thereto, subject to the last sentence of this paragraph. Except as otherwise provided in Exhibit E, Section 12.b below and pursuant to Education Code 17316, all Design Documents prepared by the Architect-Engineer and its Subconsultants, and the designs depicted therein, shall become upon their creation the property of the District whether the Project is constructed or not. Without limitation to the foregoing, the District shall hold, and the Architect-Engineer shall be deemed to have irrevocably assigned to the District in perpetuity with no reserved or retained rights to the Architect-Engineer or to any other persons or entities, all copyrights to the Design Documents and to the designs depicted in them.
  - b. **Use by the Architect-Engineer.** The District hereby grants to the Architect-Engineer and its Subconsultants a license, revocable at will of the District, to use and copy the Design Documents, and the designs depicted therein, during the term of this Agreement for the sole purpose of performing the Services required under this Agreement. With the

exception of (i) standard and generic details in the Design Documents, and (ii) other designs or details that do not involve a replication of the overall building design or aesthetic appearance, the Design Documents shall not be used or replicated as a whole, or in substantial part, by the Architect-Engineer on other projects.

- c. **Use by the District.** The District may use the Design Documents, and the designs depicted therein, without the Architect-Engineer's consent, in connection with the Project, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project. Any such use of the Design Documents without the Architect-Engineer's participation shall be at the District's sole risk, and the Architect-Engineer shall not be responsible for losses arising from the District's modification of the Design Documents without the Architect-Engineer's participation.
  - d. **Termination.** In the event of termination of this Agreement by either party for any reason, the District reserves the right to receive, and the Architect-Engineer shall promptly provide to the District, all drawings, specifications, physical and building information modeling (BIM), and other Design Documents prepared to the date of termination by the Architect-Engineer and its Subconsultants for the Project. The Architect-Engineer shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference. Any dispute regarding the amount of any payment to be made by the District under this Agreement shall not diminish, restrict, or limit the right of the District to own, receive, and use the Design Documents, and the designs depicted therein, as provided in this section. The District may withhold any payments due the Architect-Engineer upon termination until all Design Documents prepared through the date of termination are furnished to the District pursuant to the terms of this paragraph.
13. **District Approvals.** The review or approval of, or any request for corrections to, the Design Documents by the District, governmental authorities or any other Project team member (i) shall not be construed as relieving the Architect-Engineer or its Subconsultants of their sole responsibility for the suitability, completeness, and coordination of the Design Documents prepared by the Architect-Engineer or its Subconsultants, and (ii) shall not constitute acceptance or approval of any revision to the Space Program unless the Architect-Engineer informs the District in writing at the time of seeking such approval that it is requesting approval of a revision to the Program and the District thereafter issues approval of such change in the Space Program in writing. Any errors, omissions, or ambiguities in the Design Documents which are the responsibility of the Architect-Engineer or its Subconsultant shall be resolved by the Architect-Engineer at no cost to the District. Any and all District approvals or decisions that involve changes to the Space Program, the Architect-Engineer's compensation (including, without limitation, compensation for Extra Services or any reimbursable expenses), or time for performance by the Architect-Engineer (including, without limitation, changes in the Project schedule) must be approved by the District's authorized representative in writing in order to be effective.
  14. **Compliance with Applicable Laws and Orders of Governmental Authorities.** The Architect-Engineer shall, at all times in its performance of its obligations under this Agreement, comply with all Applicable Laws and lawful orders of governmental authorities. All Design Documents prepared by the Architect-Engineer and its Subconsultants shall be in

compliance with Applicable Laws and lawful orders of governmental authorities in effect on the date such Design Documents were created. The Architect-Engineer shall exercise professional care to keep informed and advise the District of possible changes in Applicable Laws and lawful orders of governmental authorities that could affect the Project and shall promptly inform the District of such changes in advance of their becoming effective.

15. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with laws of the State of California. By entering into the Agreement, the Architect-Engineer consents and submits to the jurisdiction of the Courts of the State of California, in the county in which the Project is located, over any action at law, suit in equity, and/or other proceeding that may arise out of the Agreement.
16. **Certification Regarding Debarment, Suspension, and Ineligibility for Award**
  - a. By signing this Agreement, the Architect-Engineer certifies that it and its principals:
    - 1) Are **not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public agency;
    - 2) Have **not**, within a three-year period preceding this Agreement, 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 contractor 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;
    - 3) Are **not** presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph 2 (above) of this certification; and
    - 4) Have **not**, within a three-year period preceding this Agreement, had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.
  - b. Where the Architect-Engineer is unable to certify to any of the above statements of this certification, it shall provide immediate written explanation to the District **prior to the execution of the Agreement**. Failure to disclose such information may result in the termination of this transaction or Agreement for cause or default.
  - c. The Architect-Engineer shall **not** knowingly enter into any subcontract with an entity or person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a governmental entity (Federal, State, or Local).
17. **Time of Essence.** All time limits set forth in this Agreement pertaining to the Architect-Engineer's performance of any obligation or act relating to or for the benefit of the Project are of the essence to this Agreement and shall not be exceeded by the Architect-Engineer.
18. **Extra Services.** The Architect-Engineer shall provide additional services germane to the Agreement ("Extra Services") when authorized by the District in writing. The Architect-Engineer shall notify the District in writing within five (5) days after the discovery date of

any circumstance (including, without limitation, any direction or request by the District) that the Architect-Engineer believes may give rise to performance of Extra Services. Compensation for Extra Services shall be as agreed to and set forth in the District's Approval of Extra Service. Payment for Extra Services shall be made after the Architect-Engineer's completion of the services, upon presentation of the Architect-Engineer's invoice and approval by the District, unless otherwise specified in the respective Extra Service authorization or as otherwise agreed upon in writing with the District. **The Architect-Engineer waives the right to compensation for Extra Services performed without prior written approval by the District that expressly acknowledges that such service is an Extra Service.**

19. **Surveys, Services, and Reports**

- a. **General.** The District shall furnish such structural, mechanical, electrical, chemical, soils and other tests, inspections, and reports as required by Applicable Laws or by the Construction Documents and which are not required to be furnished by the Architect-Engineer under this Agreement or by Contractor under the Construction Contract.
- b. **Surveys, Legal Restrictions.** If required for the performance of the Architect-Engineer's Services, the District shall furnish the Architect-Engineer with an engineering survey and topography of the site, giving (as applicable) grades and lines of existing improvements (such as structures, streets, alleys, pavement); rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site; and information in the District's possession concerning available service and utility lines, both public and private.
- c. **Geotechnical.** The District shall furnish geotechnical data and reports or employ specialty consultants to provide such data or reports, when reasonably deemed necessary by the Architect-Engineer, including test logs, soil classifications, soil bearing values, and other data and information necessary to define subsoil conditions.
- d. **No Warranty by the District.** Although the Architect-Engineer shall be entitled to rely upon the surveys, data, reports, or other information furnished by the District pursuant to performing its obligations under this Agreement, the District does not make any warranty as to their accuracy, completeness, or sufficiency. The Architect-Engineer shall notify the District immediately if the Architect-Engineer has a reasonable doubt that such surveys, data, reports, or other information are inaccurate, incomplete, or insufficient.
- e. **Notice of Defects.** The District and the Architect-Engineer shall each provide prompt written notice to the other party if either becomes aware of any defect or deficiency in the Project or nonconformance with the Construction Contract.
- f. **Payment of Fees.** The District shall pay all fees required by any state or federal agency for filing and checking any of the Design Documents of the Architect-Engineer or its Subconsultants and for building and related permits required by governmental authorities.
- g. **Inspection of the Work.** The District shall be responsible for providing inspector(s), satisfactory to DSA, to provide inspection of the Work.

20. **Cost Principles.** The Architect-Engineer agrees that the Contract Cost Principles and Procedures, set forth in Code of Federal Regulations, Title 48, Chapter 1, Part 31 et seq.

(Federal Acquisition Regulations Systems), shall be used to determine the allowability of individual items of cost. The Architect-Engineer also agrees to comply with Federal procedures in accordance with Code of Federal Regulations, Title 29, Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments). Any costs for which payment has been made to the Architect-Engineer that are determined by subsequent audit to be unallowable under Code of Federal Regulations, Title 48, Chapter 1, Part 31 et seq., or Code of Federal Regulations, Title 29, Part 97, shall be repaid to the District by the Architect-Engineer and may be deducted by the District from any payments due the Architect-Engineer.

21. **Inspection by the District**

- a. **Records.** The Architect-Engineer and its Subconsultants shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts, and other information necessary to verify the scope or charges for any Services provided under this Agreement. The Architect-Engineer and its Subconsultants shall maintain such records in sufficient detail to permit the District, the District's independent auditors, or a designee of any of them, to thoroughly evaluate and verify the nature, scope, value and charges for Services performed under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from other documents and records unrelated to the Project for a period of four (4) years after the termination of this Agreement or Final Completion of the Project, whichever is later.
- b. **Audit.** The District, the District's independent auditors, or a designee of any of them, shall have the right to examine and to audit books, records, documents, and other evidence sufficient to reflect properly all costs and expenses claimed to have been incurred in the Architect-Engineer's and its Subconsultants' performance of this Agreement, including, without limitation, verification of the amounts and tasks performed for all time expended that is charged to the District on an hourly basis. Such right to audit shall include inspection during reasonable times at the Architect-Engineer's offices or facilities. In addition, the Architect-Engineer shall, at no cost or expense to the District, furnish facilities and cooperate fully with the audit. Upon request, the Architect-Engineer shall provide reproducible copies of books, records, and other documents in the possession of the Architect-Engineer and its Subconsultants that are applicable to this Agreement for reproduction by the District or its designee.
- c. **Reimbursement.** To the extent that an audit by the District, the District's independent auditors, or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Project by the Architect-Engineer, the Architect-Engineer agrees to remit the amount of the overpayment to the District within five (5) days after demand.

22. **Electronic Documents.** In the event of any conflict between a document contained in an electronic file and the hard copy of such document maintained in the files of the District or the Architect-Engineer, the hard copy shall control.

23. **Indemnification by the Architect-Engineer.** To the fullest extent permitted by law and in accordance with California Civil Code section 2782.8, the Architect-Engineer shall indemnify, defend, and hold harmless the District and its Board of Education, and each of

them, and each of their respective officers, agents, employees, representatives, and volunteers, utilizing legal counsel reasonably acceptable to the District, from and against any and all claims, damages, losses, and expenses (including, without limitation, claims of infringement upon any United States patent, trademark or copyright, causes of action to property or persons, including personal injury and/or death, and all fees and expenses of attorneys, and experts and all court or other dispute resolution costs), that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect-Engineer, its directors, officials, officers, employees, contractors, subcontractors, subconsultants or agents, that arise out of, are connected with, or result from the performance of the Services, the Project, or this Agreement. The provisions of this paragraph shall survive termination, suspension, or close-out of this Agreement.

24. **Survival.** The provisions of this Agreement which by their nature survive completion of the Services or termination of this Agreement, including, without limitation, all warranties, indemnities and payment obligations, shall remain in full force and effect after completion or termination of this Agreement.
25. **Termination by the District**
  - a. **For Cause.** If the District determines that the Architect-Engineer has failed to perform in accordance with the terms and conditions of this Agreement, the District may terminate all or part of the Agreement for cause upon written notice to the Architect-Engineer. The Architect-Engineer has the right to cure the failure to perform as identified in the written notice issued by the District (Cure Notice). Termination will become effective unless the Architect-Engineer cures the performance to the satisfaction of the District within seven (7) calendar days after of the District's delivery of such notice.
  - b. **For Convenience.** The District may terminate or suspend performance of all or part of this Agreement for convenience and without cause at any time upon ten (10) days' written notice to the Architect-Engineer, in which case the District will, within thirty (30) days after approval of an invoice for payment prepared in accordance with this Agreement, pay the Architect-Engineer an amount calculated in accordance with this Agreement for all Basic Services and authorized Extra Services performed, and all authorized reimbursable expenses incurred, up to and including the effective date of termination.
  - c. **Termination Payments.** Payments, if any, made to the Architect-Engineer pursuant to this "Termination by the District" Section shall be the Architect-Engineer's sole and exclusive compensation and the District shall have no liability to the Architect-Engineer for any other compensation or damages, including without limitation, anticipated profit, prospective losses or consequential damages, of any kind.
  - d. **Deletion of Services.** In the event of termination by the District, for cause or convenience, of a portion of the Project or a portion of the Basic Services, then the Architect-Engineer's fixed compensation for Basic Services for the portions of the Project or Basic Services not so terminated shall be equitably adjusted to reflect the resulting reduction in the Architect-Engineer's scope of Basic Services.
26. **Payment Contingent on the Architect-Engineer's Furnishing All Design Documents.** Any provision to the contrary in this Agreement notwithstanding, no payment shall be due the Architect-Engineer following termination of this Agreement until the Architect-Engineer provides the District with all Design Documents in its possession or control.

27. **Payment Disputes and Withholding by the District.** The District shall have the right, after written notice to the Architect-Engineer, to withhold from payment to the Architect-Engineer any amounts in dispute, to the extent allowed by law, for any losses incurred by the District due to design defects in the Design Documents prepared by the Architect-Engineer or its Subconsultants or a failure by the Architect-Engineer to perform any obligation under this Agreement. Such withholding shall not constitute a final determination or waiver of any rights or liabilities of the District or the Architect-Engineer with respect to responsibility for such loss, which rights and liabilities shall remain subject to determination in accordance with this Agreement. The Architect-Engineer shall continue performance of Services pending final determination of disputes relating to such withholding.
28. **Final Payment and Release of Claims.** The Architect-Engineer's acceptance of final payment by the District hereunder shall constitute a release of all claims by the Architect-Engineer, not identified to date against the District, related to the performance of Services or payment therefore.
29. **Dispute Resolution.** The parties agree to resolve any claim, controversy, or dispute arising out of or relating to this Agreement ("Dispute") in accordance with the dispute resolution procedures set forth herein. Each party's participation and good faith effort in each step of the dispute resolution process shall be a condition precedent to the right of each party to proceed to the next step. Notwithstanding any other provision of law, each party shall bear and be solely responsible for all of its own attorneys' fees, costs, and expenses associated with any Dispute, including, but not limited to, any written/oral communication, meeting/conference, mediation, and/or civil action (including all levels of appeal). Any fees, costs, and expenses charged by a mediator (including all associated administration fees, costs, and expenses) shall be shared equally by the parties regardless of the outcome or award. To that effect, any order or award of attorneys' fees, costs, and/or expenses, or mediator's fees, costs, or expenses (including any associated administration fees, costs, and expenses), issued by a mediator, judicial officer (including all levels of appeal), or jury in any Dispute shall be deemed invalid as a matter of law and unenforceable by one (1) party against the other party.
- a. **Claim:** The party initiating the dispute resolution process shall deliver a written claim ("Claim") to the other party identifying the nature of the Dispute and supporting facts. The Claim shall be tendered to the other party by personal delivery or U.S. mail. The Claim shall be deemed received (a) if personally delivered, upon the date of delivery according to Section 50 below, if delivered by 5:00 p.m., or otherwise on the next business day following personal delivery; or (b) if by mail, two (2) business days after deposit in the U.S. mail.
- b. **Response to Claim:** Upon a party's receipt of a Claim, it shall conduct a reasonable review of the Claim and provide a written response ("Response") to the other party. The Response shall be provided within forty-five (45) days of the party's receipt of the Claim, unless otherwise agreed upon in writing by the parties. The Response shall be tendered to the other party by personal delivery or U.S. mail. The Response shall be deemed received (a) if personally delivered, upon the date of delivery according to Section 50 below, if delivered by 5:00 p.m., or otherwise on the next business day following personal delivery; or (b) if by mail, two (2) business days after deposit in the U.S. mail.

- c. **Informal Conference:** If the Claim is not resolved by the Response, or a Response is not provided within the prescribed timeframe, the party initiating the dispute resolution process may, within fifteen (15) days of its receipt of the Response or, if no Response was provided, fifteen (15) days after the Response was due, demand to hold an informal conference to meet and confer for settlement of the Claim (“Informal Conference”). The demand for an Informal Conference shall be in writing (“Demand”) and tendered to the other party by personal delivery or U.S. mail. The Demand shall be deemed received (a) if personally delivered, upon the date of delivery according to Section 50 below, if delivered by 5:00 p.m., or otherwise on the next business day following personal delivery; or (b) if by mail, two (2) business days after deposit in the U.S. mail. The Informal Conference shall take place within thirty (30) days from the date the Demand is received by the other party, or another date as determined by mutual agreement of the parties.
  - d. **Mediation:** If the Dispute cannot be resolved by mutual agreement at the Informal Conference, either party may request that it be submitted to nonbinding mediation administered in accordance with the American Arbitration Association Construction Rules and Mediation Procedures. The parties shall mutually agree upon the selection of a mediator within ten (10) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. If the parties are unable to mutually agree upon the selection of a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the Dispute.
  - e. **Architect-Engineer’s Obligation to File Government Code Claim:** Nothing in this Agreement waives or modifies the Architect-Engineer’s obligation to present a timely claim under Government Code section 910, et seq. Therefore, in addition to complying with the dispute resolution procedures, the Architect-Engineer is required to present claims to the District pursuant to Government Code section 910, et seq., if applicable. If, after the requirements of the dispute resolution process are satisfied, the Dispute remains unresolved and the Government Code claim is rejected by the District, the Architect-Engineer may proceed with initiating litigation as to the Dispute.
  - f. **Litigation:** If mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Superior Court of the State of California in the county in which the Project is located.
  - g. **Joinder.** If a Claim, Dispute, or other matter arises involving the work of the Architect-Engineer, Contractor, Subcontractor, and/or Subconsultant or other participant in the design and construction process, the parties hereto expressly agree that the District may join such entity as a party to the civil action or other proceeding. The Architect-Engineer shall include in all subcontracts required by this Agreement a specific provision whereby the subcontractor/subconsultant consents to being joined in litigation involving the work of such subcontractor/subconsultant as it relates to the Project.
30. **Removal of Personnel or Subconsultant.** The District shall have the right, in its absolute discretion, to require the removal of the Architect-Engineer’s personnel or Subconsultants at any level assigned to or hired for the performance of the Services hereunder if the District considers such removal in its best interests and directs such removal in writing to the Architect-Engineer. Upon receipt of such direction by the District, the Architect-Engineer shall remove the personnel or Subconsultant immediately from the Services.

31. **Non-Discrimination.** It is the policy of the District that in connection with all services rendered there be no discrimination against any prospective or active employee engaged in such services because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, sexual orientation, political belief or affiliation, or to deny family care leave; therefore, the Architect-Engineer agrees to comply with applicable Federal and California laws including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended; Civil Rights Act of 1991; Americans with Disabilities Act of 1990; Age Discrimination Act of 1975; Rehabilitation Act of 1973 (Section 504); and California Fair Employment Practice and Housing Act, codified in Government Code sections 12900 to 12996; and Labor Code section 1735. In addition, the Architect-Engineer agrees to require like compliance by all Subconsultants employed by the Architect-Engineer on the Project.

32. **Disabled Veteran Business Enterprises (DVBE) and Small Business Enterprises (SBE).** Pursuant to Education Code section 17076.11, the Board of Education of the City of Los Angeles mandates a 25% certified SBE/Micro-SBE participation goal and 5% DVBE participation goal in contract awards.

The Architect-Engineer shall cooperate with the District as it seeks to increase the SBE/Micro-SBE and DVBE participation in the total value of this Agreement, on the condition that Subconsultants and material suppliers of all tiers may be counted in achieving each goal, but that amounts passed through SBEs or DVBEs to non-SBE or non-DVBE Subconsultants or material suppliers shall not be counted in achieving the applicable goal unless the same shall be approved by the District (which approval shall not be unreasonably withheld). To this end, the Architect-Engineer shall inform the District of any consultant or supplier arrangements with certified SBE/Micro-SBE and DVBE.

33. **LAUSD SBE-Certification.** The Architect-Engineer and all Subconsultants who received SBE/Micro-SBE certification from other reciprocal agencies are required to apply for LAUSD SBE-Certification. All Subconsultants must obtain a Vendor Identification Number (refer to Exhibit E, Section II.44, below).

34. **Evaluation.** The Architect-Engineer acknowledges that the presentation or Services may be evaluated by the participants, the District's authorized representative or any other District offices or schools, and understands that the results of the evaluation may be made available to the Architect-Engineer, other schools and offices within the District, and other school districts and agencies upon request. The Architect-Engineer agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

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

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

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

As a condition of this Agreement, the Architect-Engineer agrees to comply with the Los Angeles Unified School District Code of Conduct.

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

Failure to comply with the provisions of this section shall constitute grounds for the District's immediate termination of this Agreement and/or pursuit of other available remedies.

36. **Fingerprinting.** The Architect-Engineer, its employees, agents, Subconsultants and Subconsultant employees who go to school sites when students are present will be required to comply with the requirements of the California Education Code sections 45125.1 and 45125.2 at no cost to the District. In accordance with Education Code section 45125.1(d), all personnel going to the school site(s) must submit his or her fingerprints to the California Department of Justice (DOJ) in a manner authorized by the DOJ to determine whether the employee has been arrested or convicted of any crime. All personnel who may come in contact with students must be cleared by DOJ (Education Code section 42125.1(f)). Any person who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code sections 667.5 and 1192.7, will not be allowed on LAUSD property. The Architect-Engineer is responsible for the administration and all costs relating to the fingerprinting and screening by the DOJ of all candidates for positions that require entry into a District school site. Confirmation of the DOJ clearance or confirmation that the fingerprints have been submitted to DOJ must be submitted to the District prior to employees visiting the school site.
37. **Confidentiality.** The Architect-Engineer shall treat all information and data furnished to it by the District or any other Project team member or otherwise obtained or prepared by the Architect-Engineer concerning the Project as strictly confidential and shall not disclose any of the same to any other person or entity unless required to do so in connection with the Architect-Engineer's performance of this Agreement or any governmental filings or applications. The Architect-Engineer shall not engage in or permit any public references or statements to the Project, the District, or the Architect-Engineer's Services hereunder, including, without limitation, granting interviews to broadcast, print or other media, without the prior written consent of the District, which may be granted or withheld in the sole discretion of the District. The Architect-Engineer shall instruct all of its employees of the foregoing confidentiality obligation.
38. **Advertising.** The Architect-Engineer may not use the District's name or refer to the District or the Project, directly or indirectly in any promotional materials, advertisement, news

release, or release to any professional or trade publication without the District's prior written approval, which may be withheld in its sole discretion.

39. **Work-Based Learning Resolution.** The District has adopted a Work-Based Learning Resolution to encourage vendor participation in a high-quality integrated work-based learning partnership, including but not limited to, internships, job shadow days, guest speaking, professional development for teaching and support staff or mentoring students to equip LAUSD graduates with 21<sup>st</sup> century skill development.

If the Architect-Engineer responded to and was selected pursuant to a Request for Proposal/Qualification (RFP/Q) in which Linked Learning was not scored, then participation in the District's Linked Learning Program shall be voluntary. Please visit the Linked Learning web site at <https://achieve.lausd.net/LinkedLearningVendors>.

40. **179D Tax Credit Program for Facilities.** For the purposes of this section, the term "CONTRACTOR" shall refer to the Architect-Engineer with whom the District has entered into the Agreement and that would qualify as the entity primarily responsible for designing certain energy efficient improvements for property owned by a Federal, State, or local government or a political subdivision as defined by Internal Revenue Code section 179D, as amended ("Section 179D").

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

- a. LAUSD has retained an Energy Policy Act ("EPAct") Coordinator to act on its behalf in connection with the allocation of the Section 179D tax deduction. No other companies or individuals are authorized to represent LAUSD in relation to this allocation; only the District's EPAct Coordinator is authorized.
- b. LAUSD intends to allocate a portion of the tax deduction to CONTRACTOR, following third-party certification of the required energy savings under Section 179D. In exchange, CONTRACTOR shall provide cash compensation (sometimes referred to as a "rebate") to LAUSD in an amount calculated to yield equal *net* values for both parties, where *net value* is defined as the value of the benefit remaining after relevant adjustments are made. (See 43.e. below.) The form of the rebate will be a check payable to "Los Angeles Unified School District" issued within forty-five (45) days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return for the year the energy efficiency improvements were placed in service.
- c. CONTRACTOR will arrange, at its own expense, for certification by a qualified third party that the installed energy-efficiency property meets the requirements established by Section 179D, and will submit that certification to LAUSD's Facilities Legislation, Grants and Funding office (FLGF) within fifteen (15) days of obtaining it.
- d. FLGF will submit the certification to the LAUSD Chief Facilities Executive (CFE) along with a completed allocation statement (template attached), which the CFE will

sign and submit to CONTRACTOR within fifteen (15) days of FLGF's receipt of the certification.

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

- e. EPAct Coordinator will provide this calculation to CONTRACTOR so that CONTRACTOR can submit the rebate check to LAUSD. The check must be delivered to FLGF within forty-five (45) days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return.
- f. CONTRACTOR will remain solely liable for any penalties, interest, or costs that might result from the preparation, submittal, or any other future disposition of its claim of the Section 179D tax deduction.

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

#### 41. **Vehicle Safety and Security**

- a. It shall be the responsibility of the Architect-Engineer to ascertain the District Branch or Office under whose direction the Services shall be performed. The Architect-Engineer must adhere to the rules and regulations pertaining to safe driving on school grounds and surrounding neighborhoods, particularly when students and children are present. The Architect-Engineer's drivers shall exercise extreme caution at all times and be sensitive to community concerns regarding excessive noise.
- b. Drivers entering school premises when school is not in session shall lock any gate or door to which they have access, both when entering and/or leaving the grounds. Gate keys, as may be required, will be furnished by the District Branch or Office supervising the Services. Any unusual condition noted by drivers, such as gates or doors found unlocked or open or evidence of vandalism, should be reported to the Los Angeles School Police Department's Communications Center & Watch Commander at (213) 625-6631 (24-hour telephone number).

- c. Considering that many of the District's schools are located in community neighborhoods, the Architect-Engineer shall have its drivers observe all applicable ordinances and/or restrictions pertaining to operating times and noise abatement.
  - d. If subject to the DMV Biannual Inspection of Terminal (BIT), the Architect-Engineer must ensure that the appropriate inspections are conducted. The Architect-Engineer shall immediately notify the District of any inspection failure.
42. **Compliance with Americans with Disabilities Act (ADA).** If applicable, Contractor shall comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) by supporting assistive software or devices such as large print interfaces, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the Web Content Accessibility Guidelines published by the World Wide Web Consortium's Web Accessibility Initiative, which may be found at <http://www.w3.org/WAI/GL/#Publications>.
43. **Lead/Asbestos Awareness Training.** The Architect-Engineer must possess a current 2-hour Asbestos Hazard Emergency Response Act (AHERA) Asbestos Awareness Training completion certificate and a current 2-hour Cal/OSHA Lead Awareness Training completion certificate. These certificates must be submitted to the District prior to the Architect-Engineer providing Services. In order to enter/access attics, crawl and ceiling spaces, and/or wall cavities, the Architect-Engineer must submit a Request for Assistance (RFA) to FETU for assessment and clearance prior to entry and access.
44. **LAUSD Vendor Identification (VID) Number Requirement for Architect-Engineer and All Subconsultants.** The Architect-Engineer and any Subconsultants are required to obtain a VID Number from the Procurement Services Division (PSD)'s Vendor Services. The Architect-Engineer must provide this information to PSD as part of its contract records. The application for a VID number may be found at <https://vendors.lausd.net/irj/portal>. For questions, please call (562) 654-9404.
45. **Public Works Contractor Registration.** Pursuant to Labor Code section 1771.1, a Consultant or Subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

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

46. **Prevailing Wage and Department of Industrial Relations (DIR) Registration Requirements.** Pursuant to the requirements of sections 1771, 1774-1776, 1777.5, 1813, and 1815 of the Labor Code, a firm that enters into a contract to perform work that requires the payment of prevailing wages, is required to register with the DIR at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. This Agreement is subject to compliance monitoring and enforcement by the DIR and the District's Labor Compliance Program. Public works can include design, pre-construction, and post-construction activities related to a public works project. The Architect-Engineer's hired field surveyors, operating engineers, and other classifications and sub-tiers that are identified by the DIR to be subject to prevailing wage requirements, must register and notify the District

to provide the DIR Registration Number. Non-compliance with this State requirement may result in future penalties and back-wages as imposed upon by the DIR.

47. **Project Stabilization Agreement (PSA) – When Applicable**

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

- a. The PSA applies to all construction, major rehabilitation work, and capital improvement work, as set forth in the Contract. Consultant agrees to be bound by the PSA and to require all Subconsultants to do so. For information pertaining to PSA, Consultant can refer to the following web address: <http://www.laschools.org/new-site/project-stabilization/>.
- b. The District has designated NhuBinh Nguyen as the District’s authorized representative, assisting consultants to comply, and monitoring compliance, with the PSA. NhuBinh Nguyen is reachable at (213) 241-7077 and at [nhubinh.nguyen1@lausd.net](mailto:nhubinh.nguyen1@lausd.net).
- c. Building/Construction Inspectors and Field Soils and Materials Testers (“FSMT”) are a covered craft under the PSA.
- d. Per the Operating Engineers Union’s December 6, 2001 letter to the California Department of Industrial Relations, and for purposes of the PSA and this Agreement, the services that are provided by an FSMT include, without limitation, “special grading, excavation filling, soils used in construction, concrete sampling, density testing and various types of verification tests.”
  - 1) Consultant’s compliance with the PSA would include, among other obligations, that Consultant:
    - a) Electronically sign a Letter of Assent (LOA) for each covered District project to which the Consultant is assigned. Effective immediately, the District will no longer accept hard copies of the LOAs. You are required to electronically execute the PSA LOA via the District’s LCP Online Certified Payroll System at [www.laschools.org/lcp](http://www.laschools.org/lcp). This is a requirement for the Consultant and Subconsultants. For information and/or technical support, call (213) 241-4647 or email [lcp@lausd.net](mailto:lcp@lausd.net);
    - b) Follow the PSA guidelines regarding hiring procedures;
    - c) Pay minimum prevailing wages, where applicable;
    - d) Execute union participation agreements when appropriate (as specified by the PSA); and
    - e) Make fringe benefit contributions based upon certified payroll reports in timely manner, signing participation agreements, and registering core workers as required by the signatory unions to the PSA.
  - 2) If the PSA applies to these Services, Consultant must also comply with all of the following provisions:

- a) Consultant must post flyers provided by the District relating to employee benefits at appropriate and conspicuous locations on Project site.
  - b) Consultant shall cause a sign to be posted on the job site stating, in English and Spanish, in large enough print to read from a reasonable distance, no less than 32-point font size, "Employees: Your employee benefits payments are being paid to a trust fund on your behalf. Your employer must provide you information about your benefits and make documentation about your benefits available to you."
  - c) Consultant must submit with its final Application for Payment a certification that Consultant and all Subconsultants have paid all benefit contributions due and owing to the appropriate trust fund(s). If District Web-based Certified Payroll Reporting System contains a form for such certification, Consultant must use such form and submit it in the method required by District Web-based Certified Payroll Reporting System.
  - d) Prior to making final payment to each Subconsultant, Consultant shall obtain written releases from all appropriate trust funds affirming that such Subconsultant has paid all required employee benefits.
- 3) To the extent that the Services include the services of a craft covered by the PSA, and the other PSA criteria listed above apply, Consultant agrees to comply with the PSA. The PSA will supersede the Master Labor Agreement when a subject is covered in both agreements, per Section 2.7 of the PSA. The State of California Director of Industrial Relations, General Prevailing Wage Determinations, supersedes both the PSA and Master Labor Agreement.
- 4) District Labor Compliance Program may monitor the timely payment of employee benefits to the appropriate trust fund in accordance with the PSA and Labor Code section 1771.5.

**48. Labor Compliance Program – When Applicable**

Consultant and all Subconsultants must comply with District Labor Compliance Program (LCP) requirements, including, but not limited to, all applicable statutes and regulations, District LCP Manual, and District Contract requirements. In the event that additional or revised information is required pursuant to enforcement of the LCP, such a requirement shall not result in an increase to the Contract Time or the Contract Amount. Consultant will be responsible for all failures by all Subconsultants to comply with District LCP requirements. Consultant, consistent with California Public Contract Code section 6109, is prohibited from performing a portion of work with a Subconsultant who is debarred pursuant to sections 1777.1 or 1777.7 of the Labor Code.

Consultant agrees further to submit, weekly, certified payroll records, and, where applicable, non-performance payroll records, for Consultant and all Consultant Subconsultants, of any tier. Consultant will submit such records to the District's Labor Compliance Department using the District's web-based Certified Payroll Reporting System accessible at: <http://www.laschools.org/facilities/lcp>.

The District LCP was granted final approval/extended authority by the Department of Industrial Relations on December 27, 1996. For questions and assistance, please contact the

District LCP office at (213) 241-4665, [lcp@lausd.net](mailto:lcp@lausd.net), or <http://www.laschools.org/facilities/lcp> on the web.

49. **Prevailing Wage – When Applicable**

**In accordance with Labor Code sections 1720, 1771, 1771.5, 1774, and 1815, and Title 8 CCR section 16433, the District requires the payment of prevailing wage for all projects over \$25,000 when the project is for construction work and for all projects over \$15,000 when the project is for alteration, demolition, repair, or maintenance work. The District operates an approved LCP, which shall be enforced on all public works projects that exceed the monetary thresholds above.**

Without limiting the generality of Consultant’s obligation to comply with all applicable law, Consultant specifically agrees, in compliance with the provisions of the California Labor Code, to pay all workers employed by Consultant in the execution of the services not less than the general prevailing rate of per diem wages, including payment for travel and subsistence, and not less than the general prevailing rate of per diem wages for holiday and overtime work, as determined by the California State Director of Industrial Relations (DIR) for each craft, classification or type of worker needed to execute such work.

- a. The contract is a public works contract, as defined in Labor Code section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 CCR sections 16000 to 17270 which govern the payment of prevailing wage rates on public works projects.
  - 1) Pursuant to Labor Code sections 1770 *et seq.*, the District has obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work for Los Angeles County where the Project is to be performed. Copies of these prevailing wage rates are on file and available to any interested party at the following websites: <http://www.laschools.org/facilities/lcp> or <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
- b. Questions pertaining to prevailing wage rates should be directed to the Labor Compliance Department or to the DIR Research Unit at the following respective addresses:

Labor Compliance Department	or	OPRL
333 South Beaudry Avenue, 21st Floor		P.O. Box 420603
Los Angeles, CA 90017		San Francisco, CA 94142
(213) 241-4665		(415) 703-4774
- c. Consultant shall post at appropriate and conspicuous locations on the Project site the following:
  - 1) A schedule showing all applicable prevailing wage rates in accordance with Labor Code section 1773.2.
  - 2) Notice of LCP approval and prevailing wage monitoring sufficient to satisfy Title 8 CCR sections 16429 and 16451(d).
- d. Consultant and all Subconsultants must provide itemized wage statements to their employees in accordance with Labor Code section 226.

- e. Consultant represents and warrants that the contract amount includes sufficient funds to allow Consultant and all Subconsultants to comply with all applicable laws and contractual requirements. Consultant shall defend, indemnify, and hold the District harmless from and against any and all claims, demands, losses, liabilities, and damages arising out of or relating to the failure of Consultant or any Subconsultants to comply with any applicable law in this regard, including, but not limited to Labor Code section 2810. Consultant agrees to pay any and all assessments, including wages, penalties, and liquidated damages made against District in relation to such failure.
- f. Failure to comply with the payment of prevailing wages shall result in a penalty to the District pursuant to Labor Code section 1775 and applicable regulations, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate for the work or craft in which such worker is employed by the Consultant or Subconsultant.
- g. The Consultant and the bond insurer will be jointly and severally liable for the back wages, penalties, and/or Labor Code Liquidated Damages dues as a result of a prevailing wage violation. "Labor Code Liquidated Damages" are equal to the total underpayment of wages remaining uncorrected 60 days after service of the Notice of Withholding of Contract Payments pursuant to Labor Code section 1742.1. The underpaid employee will receive both the liquidated damages and the underpayment amount.
- h. Pursuant to Labor Code section 1778, every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.
- i. Apprentices
  - 1) Consultant and all Subconsultants shall comply with requirements in Labor Code section 1777.5 and Title 8 CCR sections 200 *et seq.* Consultant is responsible for compliance with Labor Code Section 1777.5 for all apprenticeable crafts or trades. Consultant and any Subconsultant(s) who fail to comply with Labor Code section 1777.5 shall be subject to penalties specified in Labor Code section 1777.7.
  - 2) Consultant and all Subconsultants shall submit contract award information using the Division of Apprenticeship Standards (DAS 140) Form to the applicable apprenticeship committee within ten (10) days of the date of execution of contract and no later than the first day of work as per Title 8 CCR section 230. Contractor/Firm shall simultaneously submit a copy of the completed DAS 140 Form to District Labor Compliance Program.
  - 3) Labor Code section 1777.5 and Title 8 CCR sections 200 *et seq.* provide detailed requirements for employing apprentices on public works projects. Consultant and all Subcontractors shall submit contract award information using the Division of Apprenticeship Standards (DAS 140) Form to the applicable apprenticeship committee within ten (10) days of the date of execution of contract and no later than the first day of work as per Title 8 CCR section 230. Consultant shall simultaneously submit a copy of the completed DAS 140 Form to the District Labor Compliance

Department.

j. Working Hours

- 1) Consultant and all Subconsultants shall comply with the following provisions for working hours:
  - a) Pursuant to Labor Code section 1810, eight (8) hours labor shall constitute a legal day's work.
  - b) Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by Consultant, of any tier, is limited and restricted to eight (8) hours during any one (1) calendar day and 40 hours during any one (1) calendar week, except as otherwise provided by law.
  - c) Notwithstanding the foregoing provisions, work performed in excess of eight (8) hours per day and 40 hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and 40 hours per week at not less than one (1) and one-half (1 ½) times the basic rate of pay, or as otherwise required by law. All work performed on Saturday, Sunday, and/or holiday shall be paid pursuant to the Prevailing Wage Determination.
  - d) Unless otherwise provided in the Supplementary Conditions, where a single shift is worked, eight (8) consecutive hours between 7:00 a.m. and 5:00 p.m. shall constitute a workday at straight time for all workers.
  - e) Unless otherwise provided in the Supplementary Conditions, 40 hours between Monday 7:00 a.m. and Friday 5:00 p.m. shall constitute a workweek at straight time.
  - f) Unless otherwise provided in the Supplementary Conditions, District's Labor Compliance Program audit and investigation uses the working hours referenced above and determines violations and penalties accordingly.
- 2) Failure to comply with the payment of overtime wages shall result in a penalty to the District pursuant to Labor Code section 1813 and applicable regulations, for each calendar day, or portion thereof, during which worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one (1) calendar week without proper compensation in violation of Labor Code section 1810 et seq. and/or applicable regulations.

k. Certified Payroll Reporting Forms and Payroll Records

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

- b) Consultant must comply with all requirements of the District's web-based Certified Payroll Reporting System, including, but not limited to, electronic signature, electronic submittal of documents and forms, and use of other electronic modules. This obligation includes compliance with all existing requirements and all new requirements developed during the term of the Project.
- c) Consultant shall submit to District Labor Compliance Program, an estimated start date for all Subconsultant, within five (5) days of the Subconsultant work start date and shall submit a revised estimate, if applicable, within five (5) days of knowledge of any changes to any estimated start date. This document must contain the name and address of each Subconsultant, each Subconsultant's license number and the estimated start date.
- d) Consultant shall provide, and shall cause all Subconsultants to provide, "Payroll Records" as defined in Title 8 CCR Section 16000 to District, within ten (10) days of written request, at no cost to District. "Payroll Records" are all un-redacted certified payroll records, time cards, check stubs, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, recipes or other evidences which reflect the job assignments, work schedules by days and hours, and the disbursement by way of cash, check or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to the Project. All received documents will become property of District.
- e) Failure to submit Payroll Records within ten (10) days of such due date shall result in a penalty to District pursuant to Labor Code section 1776 and applicable regulations, until strict compliance is effectuated.
- f) Should Consultant or any Subconsultant neglect, fail or refuse to submit any of the above-referenced documents, Consultant agrees to pay to District the sum of one (1) hundred (\$100) dollars per day in contractual liquidated damages, not as a penalty but as liquidated damages, for every day of noncompliance beyond ten (10) days after such documents are due ("Payroll Record Liquidated Damages"). Payroll Record Liquidated Damages shall continue to accrue until strict compliance is effectuated. Upon issuance of a Payroll Record Liquidated Damages Permanent Assessment, the liquidated damages amount will be disbursed to the District. The Payroll Record Liquidated Damages amounts are agreed upon by and between Consultant and District because of the difficulty of fixing District actual damages in the event of failure to submit such documents. Consultant and District specifically agree that said amounts are reasonable estimates of District damages in such event, and that such amounts do not constitute a penalty. Consultant and District acknowledge and agree that the liquidated damages contained in this provision are reasonable under the circumstances existing at the time of Consultant's execution of the contract. These Payroll Record Liquidated Damages are distinct from statutory Labor Code Liquidated Damages. This remedy is not exclusive and is cumulative of all other remedies available to District.

1. Withholding of Contract Payments

- a) District will withhold payments from Consultant in accordance with its rights and obligations under Labor Code section 1720 *et seq.* and applicable regulations, including for all back wages, penalties and Labor Code Liquidated Damages.
- b) Notwithstanding any other provision in this contract, District may withhold payment from any portion of the contract amount then or thereafter due the Consultant for violation by Consultant or any Subconsultant of the requirements of this PREVAILING WAGE REQUIREMENT section and for Payroll Record Liquidated Damages. Without limitation to the foregoing, payment shall not be made to the Consultant when certified payroll records by Consultant or any of its Subconsultants are delinquent or inadequate in accordance with Title 8 CCR section 16435.

50. **Addresses for Notices.** All claims, notices, demands, or requests shall include the Project name and date of this Agreement and be addressed to the parties as follows:

**To District:**

Chief Procurement Officer  
Los Angeles Unified School District  
333 South Beaudry Avenue, 28<sup>th</sup> Floor  
Los Angeles, California 90017

In the case of claims, a copy to:

Executive Officer of the Board  
Los Angeles Unified School District  
333 South Beaudry Avenue, 24<sup>th</sup> Floor  
Los Angeles, California 90017

**To Architect-Engineer:**

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**END OF EXHIBIT B**

# **EXHIBIT C**

## **INSURANCE REQUIREMENTS**

**Exhibit C**  
**INSURANCE REQUIREMENTS**  
**Architectural and Engineering Services Agreement**

- A. **Basic Insurance Requirements.** Prior to commencing Services, the Architect-Engineer and each of its Subconsultants shall procure and maintain insurance as set forth in Section B below at their own cost and expense against claims which may arise from or in connection with the performance of Services by Architect-Engineer, its agents, representatives, employees, or Subconsultants.
1. Without in any way affecting the indemnity provided in or by this Agreement, the Architect-Engineer shall secure before commencement of the Services the types and amounts of insurance specified in this section.
  2. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII who are admitted to do business in the State of California and acceptable to the District.
  3. **30-Day Cancellation Notice.** Each insurance coverage required by the Minimum Limits of Insurance shall be endorsed to state that coverage shall not be canceled or (policy limits) reduced except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District in accordance with the notice provisions of this Agreement.
- B. **Minimum Limits of Insurance.** The following insurance limits are required for this Agreement:
1. The Architect-Engineer and each of its Subconsultants shall obtain insurance of the types and in the amounts described below:
    - a. Commercial General Liability Insurance (CGL)
      - 1) For projects with a contract value of less than \$250,000: \$1,000,000 each occurrence / \$2,000,000 in the annual aggregate including contractual or assumed liability.
      - 2) For projects with an initial and/or cumulative contract value of \$250,000 or greater: \$1,000,000 each occurrence / \$3,000,000 in the annual aggregate including contractual or assumed liability.
    - b. Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident / \$1,000,000 in the annual aggregate.
    - c. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance with a limit of not less than \$1,000,000.
  2. The prime Architect-Engineer shall obtain Professional Liability (Errors and Omissions) Insurance with a limit of not less than \$1,000,000 each occurrence \$2,000,000 in the annual aggregate. It is the responsibility of the prime Architect-Engineer to determine the level of Professional Liability insurance they will require of their subconsultants, but subconsultants must maintain Professional Liability Insurance at a level no lower than and for the same term as the Architect-Engineer. In the case of a claim, the Architect-Engineer

is required to provide sufficient evidence of coverage. If the Professional Liability Insurance policy is written on claims made basis, it shall be maintained continuously for a period of no less than five (5) years after Final Completion of the Project. The "retro date" must be shown and must be no later than the date of execution of this Agreement by District and Architect-Engineer. The extended reporting period should not be cancelled in the event of policy non-renewal or cancellation and the extended reporting period shall be at least 36 months.

3. The above insurance requirements and limits are subject to change at LAUSD's discretion, after evaluation of Architect-Engineer's scope of work. Refer to the matrix online at <https://www.lausd.org/Page/1005>.

**C. Other Insurance Provisions.** All policies required by this Agreement except Professional Liability (Errors and Omissions) and Workers' Compensation insurance are to contain, or be endorsed to contain, the following provisions:

1. District, Board of Education of the City of Los Angeles, as well as each of their officers, employees, consultants, agents and volunteers, are to be covered as additional insureds.
2. For any claims related to this Project, insurance coverage shall be primary as to District, Board of Education, and any other person or entity specified by District to be named as additional insured, as well as each of their officers, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, or volunteers shall be in excess of insurance required by this Agreement and shall not contribute with it.
3. In the event of a claim, the Architect-Engineer shall provide to the District copies of all insurance policies covering the claim.
4. **Certificate Holder.** Shall be identified as follows:

Los Angeles Unified School District and  
the Board of Education of the City of Los Angeles  
333 S. Beaudry Ave, 28<sup>th</sup> Floor  
Los Angeles, California 90017

**D. Waiver of Subrogation.** For Commercial General Liability, Workers' Compensation, and Employer's Liability insurance, the insurer shall agree to waive all rights of subrogation against District and any other person or entity specified by District as an additional insured, as well as each of their officers, employees, agents, and volunteers, for losses arising from activities and operations of an insured in the performance of Services under this Agreement.

**E. Lapse in Coverage.** If the Architect-Engineer or any Subconsultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. The District, at its sole option, may terminate this Agreement and recover all damages from the Architect-Engineer resulting from said breach. Alternatively, the District may purchase such coverage (but has no obligation to do so), without further notice to the Architect-Engineer, and deduct from sums due to the Architect-Engineer any premium costs advanced by the District for such insurance.

**F. Verification of Insurance.** The Architect-Engineer shall furnish the District with original certificates and amendatory endorsements effecting and evidencing coverage required by this

section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on forms acceptable to the District. All certificates and endorsements are to be received and approved by the District before performance by the Architect-Engineer under this Agreement commences. If there is a claim and the District is afforded coverage under that policy, the District is entitled to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. The Architect-Engineer shall notify the District in writing of any material change in insurance coverage.

- G. **Duration of Coverage.** The insurance coverages required by Exhibit F, Section B. (Minimum Limits of Insurance) shall be maintained without interruption, for a period of five (5) years after final completion of the Project, unless otherwise stated herein.
- H. **Reserved Rights.** The District reserves the right to adjust monetary limits of insurance coverage at any time if deemed necessary in its reasonable judgment.
- I. **Subconsultants.** Unless otherwise approved by District in writing, the Architect-Engineer shall include all Subconsultants as insured under its policies for General Liability and Business Automobile or shall maintain and be able to furnish separate certificates and endorsements for each Subconsultant. The Architect-Engineer is responsible for maintaining certificates and endorsements for Subconsultants' Workers' Compensation and Professional Liability insurance. In addition, it is the responsibility of the prime Architect-Engineer to determine the level of insurance it will require of their subconsultants, but as a minimum, subconsultants must have insurance coverage at the same level and for the same term as the Architect-Engineer. Failure to maintain the insurance and furnish the required certificates or policies may be considered a breach of this Agreement by the Architect-Engineer and the District may terminate the Agreement without waiver of any other remedy it may have.

**END OF EXHIBIT C**

# **EXHIBIT D**

## **DISTRICT CODE OF CONDUCT**



## LAUSD Ethics Office Exhibit D

Ask Ethics: (213) 241-3330 <https://achieve.lausd.net/Page/3048>

*Building Trust*  
*Inside and out*

### LOS ANGELES UNIFIED SCHOOL DISTRICT Contractor Code of Conduct (adopted 11/02, revision 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 (3) 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, Contractors, suppliers, manufacturers, and any other consultants, 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

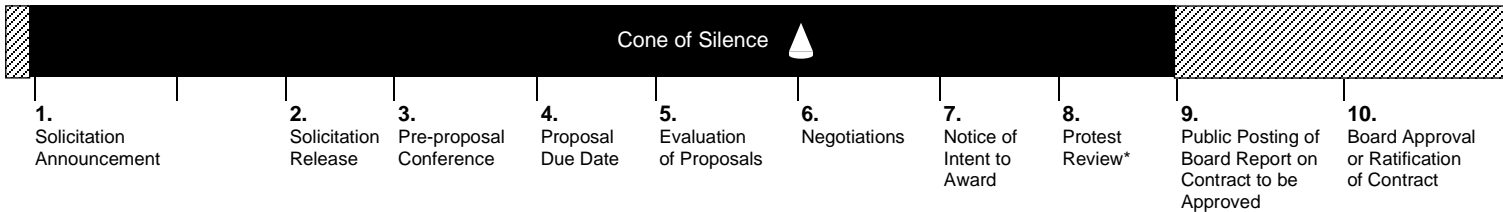
All LAUSD contracts must be developed and maintained within an ethical framework. LAUSD seeks to promote public trust and confidence in our contracting relationships and we expect every individual, regardless of position or level of responsibility, who is associated with an LAUSD procurement process 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, Contractor or advisory member of LAUSD” who is involved in making recommendations or decisions for LAUSD.

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



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

- (1) Mai Vien Da is the CEO of a firm that wants to do business with LAUSD. She is at a party when she sees the head of the LAUSD division that has just issued an RFP that her company is interested in bidding on.
- Mai can say “hello,” but she must not discuss her proposal or the contracting process at all with the division head.*
- (2) Mai is also interested in having her sales team meet with LAUSD officials district-wide to promote her firm’s services, so that they can sell work on smaller projects that do not need to be competitively bid.

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

- a financial or close personal relationship exists between any officers, directors or key employees of a Contractor or its Representatives and a LAUSD official;
- a prior, current or potential employment relationship exists between a Contractor or its Representatives and a current or former LAUSD official;
- an overlap exists between work that a Contractor or its Representative performs or has performed for LAUSD and work he or she will perform on behalf of another client; or
- an opportunity arises in which a Contractor or its Representative can make a governmental decision within the scope of LAUSD contractual duties that 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. *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).

*Examples of Managing Potential Conflicts*

- (4) Rhoda Warrior is a Contractor 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 (1) 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 Contractor from the Tip Top Talent Agency whose firm is providing temporary support to help LAUSD improve its recruitment efforts. Amartya is himself serving as acting deputy director for the HR division, and in that capacity has been asked to review and approve all bills for the department. In doing his work, Amartya comes across a bill for the Tip Top Talent Agency which requires approval.

*Tip Top Talent Agency must disclose the conflict and work with LAUSD to ensure that someone more senior or external to Amartya's chain-of-command is the one (1) 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 Contractor that has been hired to design all the specifications for a group of new technology labs. One (1) 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](http://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

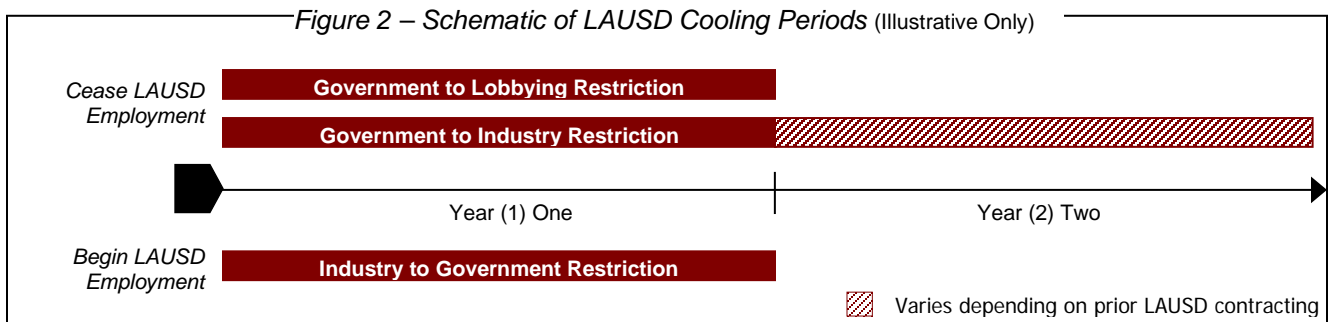
- (3) It’s the holidays and Sue Tienda, a Contractor, wants to take a few LAUSD officials out to lunch and to provide them with gift baskets as a token of thanks for the work they have done together.

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

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

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

Contractors shall certify that they are upholding LAUSD’s revolving door provisions as part of the contracting process. In their certification, Contractors shall detail the internal firewalls that have been put in place to preserve LAUSD’s cooling periods. As with other public agencies, LAUSD observes three (3) key types of cooling periods for safeguarding the critical transitions between public service and private industry:



- (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 (1) year from when she left her LAUSD job. Given that "matters" include broad policy decisions, the general rule of thumb for avoiding any insider advantage is to have former LAUSD officials steer clear of LAUSD work for a year.*

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

Example of Contracting Benefit Restriction

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

*If Technology Advances hires any of these individuals, none may perform any work for the firm relating to this LAUSD work until two (2) 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 (1) 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 Contractors who within the last three (3) 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 (3) years, and the dates the person held those positions. Public agencies that provide contract services are not subject to this requirement.
- (1) In rare and unusual circumstances, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive this disclosure requirement in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.
- B. *Be Transparent about Lobbying* – Contractors and their Representatives shall abide by LAUSD's *Lobbying Disclosure Code* and register and fulfill the associated requirements, if they meet the trigger(s). LAUSD's lobbying policy seeks to enhance public trust and confidence in the integrity of LAUSD's decision-making process by providing transparency via a public record of the lobbying activities conducted by individuals and organizations. A "lobbying activity" is defined as any action taken with the principal purpose of supporting, promoting, influencing, modifying, opposing, delaying or advancing any rule, resolution, policy, program, contract, award, decision, or other proposal under consideration by LAUSD officials.

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

- C. *Fulfill the State-Mandated Statement of Economic Interests ("Form 700") Filing Requirement* – Contractors and their Representatives shall abide by the financial disclosure requirements of California's Political Reform Act (Gov. Code Section 81000-91015). Under the Act, individual Contractors and their Representatives may be required to disclose economic interests that could be foreseeably affected by the exercise of their public duties in a disclosure filing called the Statement of Economic Interests or Form 700. A Form 700 serves as a tool for aiding public officials at all levels of government to ensure that they do not make or participate in making, any governmental decisions in which they have an interest.
- (1) *Applicability* – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as "Contractors", 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 (1) 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 1<sup>st</sup> 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 Contractor under the Political Reform Act and would need to file a Form 700.*
- (6) The Research Institute has been hired by LAUSD to do a major three-year policy study which will help LAUSD decide the shape and scope of a major after-school tutoring initiative, including the total funding that should be allocated. As part of the Institute's work, their researchers will help LAUSD design and decide on some additional contracts for supplemental survey research. The Institute knows that all the principal researchers on their team will have to be Form 700 filers because their work is ongoing and will influence LAUSD's governmental decision. However, the Institute is unsure of whether their trusty secretary, Bea Addman, would have to be a filer.  
*Bea does not need to file. Even though she will be housed at LAUSD for three (3) years and act in a staff-like capacity, she will provide clerical support primarily and will not participate in making any governmental decisions.*
- (7) Bob Builder works for a construction company that will be supporting LAUSD's school-building initiative on a continuous basis. Bob will direct activities concerning the planning and construction of various schools facilities, coordinate land acquisition, supervise teams, set policies, and also prepare various budgets for LAUSD.  
*Bob meets the trigger defined under the law because as part of the services he will provide, he has the authority to affect financial interests and commit LAUSD to government actions at his discretion. Additionally, in his role, he will be performing essentially the same tasks as an LAUSD Facilities Project Manager which is a position that is already designated in LAUSD's Conflict of Interest Code. Therefore, Bob is required to file a Form 700.*

**6. Prohibited Activities**

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

#### GENERAL PROHIBITIONS

- A. *Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*
- B. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- C. *Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*
- D. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- E. *Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information*
- F. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- G. *Making or arranging for any gift(s) or gratuities that violate LAUSD's policies, including:*
  - (1) Providing any gifts at all to a procurement employee;
  - (2) Providing any gifts in excess of LAUSD's gift limit in a calendar year to any LAUSD official or to a member of his/her household; and
  - (3) Providing gifts without the necessary public disclosure when disclosure is required
- H. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*
- I. *Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*
- J. *Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*
- K. *Using LAUSD assets and resources for purposes which do not support LAUSD's work*
- L. *Using LAUSD provided technology or systems to create, access, store, print, solicit or send any material that is false, derogatory, malicious, intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive*
- M. *Violating or counseling any person to violate any provisions of LAUSD's Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws*

#### CONTRACTING PROHIBITIONS

- N. *Dealing directly with an LAUSD official who is a close relative or cohabitant with a Contractor or its Representatives in the course of negotiating a contracting agreement or performing a Contractor's obligation*
  - (1) For the purposes of this policy, close relatives shall be defined as including spouse, sibling, parent, grandparent, child, and grandchild. Cohabitants shall be defined as persons living together.
- O. *Engaging in prohibited communication with LAUSD officials during the Cone of Silence time period(s) of the contracting process*
  - (1) In a competitive contracting process, the Cone of Silence begins from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced by LAUSD until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved.
  - (2) In a non-competitive contracting process, the Cone of Silence begins at the time when a proposal is submitted to LAUSD until the time the contract is fully executed.

- P. *Employing any current or former LAUSD employee to perform any work prohibited by the “Cooling Periods” defined in Section 4F of this Code*
- Q. *Making or participating in the making of governmental decisions on behalf of LAUSD when a Contractor or its Representatives has an existing financial interest that is prohibited under the law*
- R. *Making any substitution of goods, services, or talent that 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 (1) 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 (1) 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 D**

# **EXHIBIT E**

## **SMALL BUSINESS ENTERPRISE (SBE)**

**Exhibit E**  
**SMALL BUSINESS ENTERPRISE (SBE)**  
**Architectural and Engineering Services Agreement**

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

**Instructions**

Companies wanting to register their business and/or apply for small business enterprise certification may do so using the LAUSD consultant registration module. The registration module and help documents may be found using the links below. To begin the registration process a new user profile must be created using the website consultant portal:

- <https://www.laschools.org/new-site/small-business/sbe-certification>
- Once you click on the website above, please click the following to register your company:
- Online Certification: **“Register Your Company Now!”**
- After your company is registered, you can then certify as an SBE.
- Small Business Consultants who are already SBE certified can submit Non-LAUSD SBE Certifications towards obtaining an approval.
- NON-LAUSD SBE CERTIFICATION: To begin submitting Non-LAUSD SBE Certifications, from the Consultant Profile page, click on the “Upload Current SBE Certification” link next to the section “Non-LAUSD SBE Certifications.”

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

A small business is one (1) that meets the **U.S. Small Business Administration** guidelines for gross sales receipts (averaged over the past three (3) years) or number of employees based upon industry. Please visit their website to find your small business size standard or applicable North American Industry Classification System (NAICS) code.

- **Small Business Size Standards**

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

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

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

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

- Annual receipts of a concern which has been in business for 3 or more completed fiscal years means the receipts of the concern over its last 3 completed fiscal years divided by three (3).
- Annual receipts of a concern which has been in business for less than 3 complete fiscal years means the receipts for the period the concern has been in business divided by the number of weeks in business, multiplied by 52.
- Annual receipts of a concern which has been in business 3 or more complete fiscal years but has a short year as one (1) of those years means the receipts for the short year and the two (2) full fiscal years divided by the number of weeks in the short year and the two (2) full fiscal years, multiplied by 52.

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

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

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

**Minority-Owned Business Enterprise (MBE)** – A business enterprise that is at least 51 percent owned by a minority individual or group; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one (1) or more minority groups and whose management and daily operations are controlled and operated by one (1) or more of these

individuals. Minority includes Black Americans, Hispanic Americans, Asian-Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan) or Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians). (Certification is not required.)

**Woman-Owned Business Enterprise (WBE)** – A business enterprise that is at least 51 percent owned by a woman or women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one (1) or more women and whose management and daily business operations are controlled and operated by one (1) or more women. (Certification is not required.)

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

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

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

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

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

**Small Business Enterprise**- A small business enterprise is one (1) that, at the time of contract award meets the following requirements:

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

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

Nhu Binh Nguyen, Small Business Program Manager 213-241-7077.

## Quick Online References

1. To ascertain your small business size standard or applicable NAICS code, visit:  
<https://www.sba.gov/category/navigation-structure/contracting/contracting-officials/small-business-size-standards> and  
<https://www.sba.gov/document/support-table-size-standards>

2. To view specific LAUSD information, visit:

Contracting Opportunities

Facilities Construction Contracts

<https://www.laschools.org/new-site/bidding-opportunities/formal-contracts/>

<http://laschools.org/contractor/cc/pq/>

Contractor Prequalification

Facilities Construction Contracts

<https://www.laschools.org/new-site/prequalification/>

Professional Services Contracts

<https://www.laschools.org/new-site/bidding-opportunities/professional-services/>

Architecture & Engineering Contracts

<https://www.laschools.org/new-site/bidding-opportunities/ae/>

FSD Consultant Invoice Service Desk

1-866-604-7521 or

<https://www.laschools.org/new-site/contractor-resources/quickpay>

Small Business Events & Workshops

<http://www.laschools.org/new-site/small-business/>

**END OF EXIHIBIT E**

# **EXHIBIT F**

## **LINKED LEARNING/WORK BASED LEARNING PROGRAM**

**Exhibit F**  
**LINKED LEARNING/WORK-BASED LEARNING PROGRAM**  
**Architectural and Engineering Services Agreement**

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

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

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

Consultants can find more information regarding the District's Linked Learning initiative here: <https://achieve.lausd.net/Page/8112> .

**END OF EXHIBIT F**

# **EXHIBIT G**

## **DRUG-FREE WORK ENVIRONMENT**

**Exhibit G**  
**DRUG-FREE WORK ENVIRONMENT**  
**Architectural and Engineering Services Agreement**

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

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

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

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

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

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

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

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

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

2. Reasonable Suspicion Testing: “REASONABLE SUSPICION” means a suspicion based upon the observation of objective facts or specific behavior (or the report of such facts or behavior by a person believed to be reliable) which would lead a prudent person of ordinary intelligence to conclude that an individual may be using drugs and alcohol or in some other way is unfit to safely perform their job tasks.
3. For Cause, Reasonable Suspicion Testing will be used when there is a reasonable suspicion that a Contractor employee shows signs of possible intoxication, or is under the influence of drugs, or other facts that would lead a prudent person to be concerned about the individual’s safety, the safety of others due to the person’s physical condition or behavior covered under this policy.
4. All Contractor employees must agree to abide by this policy and must consent to drug testing and to the release of test results to their employer and/or District designated representatives as a condition of continued District job site access.

B. General Testing Procedures

5. The drug test will be taken from urine specimens and analyzed by a certified professional laboratory Contractor.
6. The contracted facility will assure proper handling of the specimens so that the sample results can be traced to the proper individual. A chain-of-custody procedure will be developed to show a paper trail of the custody of samples at all times. The facility will also take necessary steps to avoid any dilution or alteration of specimens. This will be facilitated by using tamper resistant seals on all sample bottles.
7. Confirmation of test results will be reported to the employee’s employer. The process normally takes 24 to 48 hours to be completed.
8. Testing will check for the following drugs:

Amphetamines	Cocaine
Phencyclidine	Opiates
Marijuana (THC)	

9. Any Contractor employee who is tested will have the right, if requested by that Contractor employee, to see the results of their test.
10. Contractor employees who have a positive test result will have a follow up confirmation drug test supervised by the designed testing facility.
11. Once documentation of a positive drug test is received, the Contractor will be notified. District will be notified of positive test results by the Contractor.
12. Contractor employees whose tests are confirmed positive by the confirmation drug test will be notified by the Medical Review Officer (MRO). At the earliest reasonable time, an interview with the MRO will be scheduled with the Contractor employee to discuss the impact of the positive test results on continued access to District property.
13. District and the Contractor will:

- (a) Maintain confidentiality of records associated with the administration of this policy.
- (b) When required the District will counsel Contractor management regarding the administration of this policy.

#### 14. Prescription Drugs

- (a) Contractor employees are required to inform their employer of any use of current prescribed medicine that could affect their performance, *this includes the use of medical marijuana*. They may be required to provide written statements from their doctor(s) regarding the drug(s) effect on the Contractor employee's performance of job duties and to present this statement to their employer.
- (b) Contractor employees will not be allowed to operate equipment or perform their assigned job tasks if medication could interfere with safe equipment operations.
- (c) Contractor employee failure to notify their employer with a written statement from their doctor regarding the use of medication that could affect performance on the job could lead to denial of job site access.

#### C. Post-Accident Drug Testing

- 15. Any Contractor employee involved in an accident/incident resulting in injury/illness or property damage will be required to be tested for chemical substances within two (2) hours of the incident (medical circumstances permitting). Failure or refusal to be tested will be considered as an insubordinate act and the Contractor employee will be denied access to District's property. All accidents/incidents reported after the fact will be subject to drug testing.
- 16. The designated medical treatment facility will be responsible for the collection of specimens assuring proper handling of samples.
- 17. Contractor employees may be required to sign a consent form for drug or alcohol screening in the event of an occupational injury/illness.
- 18. In the case of an accident/incident requiring drug screening, it will be the Contractor supervisor's responsibility to see that the appropriate releases have been signed and that the Contractor employee proceeds with testing per above. This can be completed when the supervisor transports the employee to the designated medical facility.
- 19. If the test results indicate alcohol concentration at or above (.02%) or other regulatory standards, the Contractor employee is subject to having Owner site access denied.

#### D. Testing for Just Cause

- 1. Upon reasonable suspicious acts, a Contractor employee may be required to take a drug test. "Just cause" testing must be approved by the employee's supervisor.
- 2. The individual observing a Contractor employee who, in their objective opinion, shows abnormal behavior, impairment, or incoherent tendencies must confirm such observation through their immediate supervisor.
- 3. If the immediate supervisor confirms such observations, the Contractor employee shall be tested by the Contractor's designated testing facility. If the employee refuses,

disciplinary action to include denial of District site access will be warranted. It is the Contractor's responsibility to see that a drug test requisition is signed, and that the employee is provided transportation to the collection site for testing.

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

E. Collection Procedures

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

F. Positive Detection Procedure

5. No information on drug types or amounts will be released to anyone other than the employee's employer, and if applicable, the General/Prime Contractor supervising construction activities.
2. In order to ensure the accuracy of the initial test results, all positive test results will have an additional confirmation test. If the confirmation test results are positive the employee will be notified by the MRO. The employee and his supervisor will meet following notification in a confidential setting.
3. If the test results are positive for cocaine, opiates, phencyclidine, barbiturates, amphetamines, marijuana, the Contractor employee will be denied access to District's property.
4. If the test results show an alcohol concentration equal to or above .02%, the Contractor employee will be denied access to District's property.
5. The above provision (3 and 4) also applies to incidents where an employee refuses to submit to a drug screen. Refusal to test will be considered a positive test result.

G. Violations Meriting the Denial of Access to District Property

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

1. The Contractor employee or person refuses to submit to a search, and/or inspection, and/or drug test when requested by their employer, the District and/or (if applicable) the General/Prime Contractor.
2. The Contractor employee or person has submitted to a drug test and, in the judgment of their employer, District, (if applicable) the General/Prime Contractor and/or the approved drug testing facility, has degraded, diluted, switched, altered or tampered with their sample.
3. While on District's property, the Contractor employee or person was using, manufacturing, distributing, dispensing, selling, or possessing any alcohol or illegal drugs.

**END OF EXHIBIT G**

# **EXHIBIT H**

## **PROVISIONS REQUIRED OF FEDERALLY FUNDED CONTRACTS (AS APPLICABLE)**

**Exhibit H**  
**PROVISIONS REQUIRED OF FEDERALLY FUNDED CONTRACTS**  
**(AS APPLICABLE)**  
**Architectural and Engineering Services Agreement**

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

**Table of Contents/Quick Reference Guide**

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

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

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

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

1. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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<sup>1</sup> Created 2/2025, based on guidance provided in *Contract Provisions Guide: Navigating Contract Provisions for Recipient and Subrecipient Contracts Under FEMA Awards*, Version 2, Effective October 1, 2024 (FI-21-0001), Procurement Under Grants Division, Federal Emergency Management Agency (FEMA), Department of Homeland Security. [https://www.fema.gov/sites/default/files/documents/fema\\_contract-provisions-guide\\_fy24.pdf](https://www.fema.gov/sites/default/files/documents/fema_contract-provisions-guide_fy24.pdf)

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

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

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

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

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

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

## 2. **DAVIS-BACON ACT**

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, Contractors are required to pay wages not less than once a week.

3. **COPELAND ANTI-KICKBACK ACT**

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. §5.12.”

4. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. *Overtime requirements*. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. *Withholding for unpaid wages and liquidated damages*. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause

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

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- A. **Standard.** If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II (F).
- B. **Applicability.** This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- C. **Funding Agreement Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

Clean Air Act

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

## 7. **DEBARMENT AND SUSPENSION**

### Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

## 9. **PROCUREMENT OF RECOVERED MATERIALS**

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2. Meeting contract performance requirements; or
  - 3. At a reasonable price.

- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

10. **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
- B. Prohibitions.
  - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or 56 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).
    - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- C. Exceptions.
  - 1) This clause does not prohibit contractors from providing—
    - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- 2) By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - i. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

11. **DOMESTIC PREFERENCE FOR PROCUREMENTS**

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

12. **BUILD AMERICA, BUY AMERICA ACT (BABAA)**

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-

52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA.

13. **ACCESS TO RECORDS**

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

- (1) The Contractor agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. **DHS SEAL, LOGO, AND FLAGS**

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

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

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

16. **NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

18. **SOCIOECONOMIC CONTRACTING**

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

19. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT**

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

20. **PROVIDING GOOD, SAFE JOBS TO WORKERS**

Creating Good Jobs

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

21. **BUY CLEAN**

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

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

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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

**APPENDIX A, 44 C.F.R. PART 18**  
**CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

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Signature of Architect-Engineer's Authorized Official

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Date

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Print Name and Title of Architect-Engineer's Authorized Official

**END OF EXHIBIT H**

**ATTACHMENT 1**  
**Minimum Qualifications (Pass/Fail)**  
**Land Surveying Services Agreement**

**Firm Name:** \_\_\_\_\_

The following are **minimum qualifications** that the proposing firm must be met in order to proceed to the Technical Evaluation.

A. Does the proposed firm have a minimum of three (3) years of experience providing California licensed Land Surveying Services for: California educational entities (K-12) or California Community College Districts? (Provide a copy of firm's business license.)

- Yes
- No

B. Has the proposing firm had experience, within the past three (3) years, working with the American Land Title Association (ALTA) and/or local agencies?

- Yes
- No

C. Proposing firm must have two (2) projects with requirements from A. above.

- Yes
- No

D. Proposing firm must have two (2) projects with requirements from B. above.

- Yes
- No

E. Proposing firm must have one (1) California licensed Land Surveyor on staff.

- Yes
- No

If you have answered "No" to the above questions, then you do not meet the minimum qualifications and therefore your proposal will not be evaluated.

## Attachment 2 – Firm Information Form

<b>Full Legal Firm Name</b>		
<b>Firm Address</b>		
<b>Firm Phone #</b>	<b>Firm Email Address</b>	
<b>Los Angeles Metropolitan Area Address</b>		
<b>Los Angeles Metropolitan Area #</b>	<b>Los Angeles Metropolitan Area Office Email Address</b>	
<b>Federal Tax ID #</b>	<sup>1</sup> <b>Provide SAP Vendor # and Ariba Vendor #:</b>	
<b>Business Type</b> (sole ownership, Partnership, Corporation, Joint Venture, other), (start date of business or incorporation, U.S. state of incorporation)		<b>Duns No.</b>
<b>SBE / DVBE(if any)</b> <b>Expiration date</b>	<b>SBE</b> _____ <b>yes</b> _____ <b>no</b> <b>Expiration date</b>	<b>DVBE</b> _____ <b>yes</b> _____ <b>no</b> <b>Expiration date</b>
<b>Parent Company Name (if any)</b>		
<b>Parent Company Address</b>		
<b>Parent Company Phone</b>	<b>Parent Company Email Address</b>	
<b>Principal/Officer #1</b> (Name, including Title)	<b>Name:</b>	
<b>Years with Company</b>	<b>Phone #:</b>	
<b>Principal/Officer #2</b> (Name, including Title)	<b>Name:</b>	
<b>Years with Company</b>	<b>Phone #:</b>	
<b>Name, Title, Phone No. and Email of <u>Person Responsible for Contract</u></b>		
<b>Name, Title, Phone No. and Email of <u>Contact Person for the Proposal</u></b>		
<b>Total # of Employees with the Firm</b>		
<b>Total # of Employees with the Firm in Los Angeles Metropolitan Area</b>		
<b>Professional License #s and Classifications Pertinent to RFQ Services</b>		

<sup>1</sup>If you are a new firm to LAUSD, visit <https://achieve.lausd.net/Page/3904> and apply for a vendor number.

Proposer Name: \_\_\_\_\_

## Attachment 3 – Proposal Certification Forms

### CERTIFICATION A

#### CERTIFICATION OF COMPLIANCE TO DISTRICT ETHICS POLICY

The Proposer certifies that it is familiar with and in compliance with all provisions of the Los Angeles Unified School District’s (DISTRICT) Ethics Policy including: 1) no officer, principal, partner or major shareholder of the Proposer has been a Member of the Board of Education or been employed by the DISTRICT in the last 12 months; 2) no employee of the Proposer has been a Board Member or been employed by the DISTRICT within the last 12 months and a) participated in developing the Contract specifications, or b) had substantial responsibility in the area to be performed by the Contract; The Proposer has not employed as a lobbyist any former DISTRICT Board Member/Alternate or employee who left the DISTRICT within the last 12 months; and 4) the Proposer did not receive any confidential information in connection with the procurement. The Proposer also certifies that no employee or member of its proposed team, including subcontractors, participated in developing the Contract specifications, or had substantial responsibility in the area to be performed by the Contract. The Proposer further certifies that is has set forth below the names of all former Board of Education Members and employees it intends to employ in connection with the services to be performed by the Contract.

Former Board of Education Member, Employees:

_____	_____
_____	_____
_____	_____
_____	_____

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

Executed on \_\_\_\_\_, at \_\_\_\_\_.

_____	_____
Signature	Title

Proposer Name: \_\_\_\_\_

**CERTIFICATION B**

**CONFLICT OF INTEREST**

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

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE OF OFFICER

\_\_\_\_\_  
TITLE OF OFFICER

\_\_\_\_\_  
NAME OF COMPANY

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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b. (2) If he/she held more than one (1) position(s) with your company, please provide the title of each positions) held.

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

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

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

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I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this

declaration was executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

\_\_\_\_\_  
(City) (State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Proposer Name: \_\_\_\_\_

**CERTIFICATION C**

**CERTIFICATION OF PROPOSAL**

- A. The undersigned hereby submits its proposal and, unless otherwise stated, agrees to furnish services to the Los Angeles Unified School District in accordance with this RFP/RFQ and the exhibits and attachments thereto.
- B. The Proposer has carefully reviewed its proposal and understands that the District will not be responsible for any errors or omissions on the part of the Proposer.
- C. It is understood that the District reserves the right to accept or reject any or all proposals and to waive any informality in any proposal received.
- D. Enclosed as a part of this proposal are the figures and data required by the specifications.
- E. This proposal shall be considered an irrevocable offer and shall be valid for 120 days from the date proposals are required to be submitted.
- F. I certify the CD submitted with this proposal (if requested) is a complete and accurate copy of the submitted proposal including the signature, all required attachments and any exhibits.

Date: \_\_\_\_\_

Name of Firm \_\_\_\_\_

By \_\_\_\_\_

Authorized Signature

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

Federal Tax I.D. No. \_\_\_\_\_

Social Security No. if no Federal Tax ID# \_\_\_\_\_

Proposer Name: \_\_\_\_\_

**CERTIFICATION D**

**LAUSD ETHICS AND INTEGRITY STANDARDS**

**Compliance with LAUSD Ethics and Integrity Standards**

Every Consultant and its Representatives must abide by LAUSD’s Consultant Code of Conduct. A “Consultant” 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 consultants. A Consultant’s “Representative” is broadly defined to include any Subconsultant, employee, agent, or any other entity acting on a Consultant’s behalf.

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

**1. ETHICS AGREEMENT**

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

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

**SENIOR EXECUTIVE RESPONSIBLE FOR YOUR ORGANIZATION’S ETHICS AND INTEGRITY:**

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

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

<p>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 CONSULTANT 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.</p>	<input type="checkbox"/> <input type="checkbox"/> Yes No
<p>B. MY ORGANIZATION HAS AN EFFECTIVE MANAGEMENT PROCESS IN PLACE TO ENSURE THAT THE BEHAVIOR, DECISIONS, AND ACTIONS OF OUR REPRESENTATIVES DEMONSTRATE THE LETTER AND SPIRIT OF LAUSD’S ETHICS AND INTEGRITY STANDARDS IN <u>ALL</u> PHASES OF ANY RELATIONSHIP WITH LAUSD.</p>	<input type="checkbox"/> <input type="checkbox"/> Yes No
<p>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:</p>	
<p>D. <b>BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL EXERCISE CAUTION AT ALL TIMES TO ENSURE THAT OUR CONDUCT AVOIDS EVEN THE APPEARANCE OF IMPROPRIETY OR MISREPRESENTATION. WE SHALL BE PROACTIVE IN ASKING QUESTIONS AND SEEK FORMAL GUIDANCE FROM LAUSD WHENEVER THERE IS A DOUBT ABOUT HOW TO PROCEED IN AN ETHICAL MANNER.</b></p>	<div style="border: 1px solid black; width: 60px; height: 40px; background-color: yellow;"></div>
<p><b>(INITIALS MUST BE HANDWRITTEN NOT TYPED)</b></p>	

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

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

<p>A. MY ORGANIZATION AND OUR REPRESENTATIVES DEMONSTRATE A RECORD OF INTEGRITY AND BUSINESS ETHICS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, DIRECTIVES AND REGULATIONS AS WELL AS THE POLICIES AND REQUIREMENTS ESTABLISHED BY LAUSD.</p>	<input type="checkbox"/> <input type="checkbox"/> Yes No
<p>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.</p>	<input type="checkbox"/> <input type="checkbox"/> Yes No
<p>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.</p>	<input type="checkbox"/> <input type="checkbox"/> Yes No
<p>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.</p>	<input type="checkbox"/> <input type="checkbox"/> Yes No
<p>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.</p>	<input type="checkbox"/> <input type="checkbox"/> Yes No
<p>F. MY ORGANIZATION HAS THE FINANCIAL RESOURCES AND MANAGEMENT CAPACITY NECESSARY TO FULFILL THE REQUIREMENTS OF OUR PROPOSED CONTRACT WITH LAUSD.</p>	<input type="checkbox"/> <input type="checkbox"/> Yes No
<p>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.</p>	<input type="checkbox"/> <input type="checkbox"/> Yes No
<p>H. <b>BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL BE PROACTIVE IN DISCLOSING TO LAUSD ANY ISSUES CONCERNING OUR RESPONSIBILITY, SO THAT THE</b></p>	<div style="border: 1px solid black; width: 60px; height: 30px; background-color: yellow;"></div>

**APPROPRIATE ACTIONS CAN BE TAKEN TO AVOID IMPACT TO THE PRODUCTS OR SERVICES WE SHALL DELIVER TO LAUSD.**

**(INITIALS MUST BE HANDWRITTEN NOT TYPED)**

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

<p>A. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL MAINTAIN A CONE OF SILENCE AND AVOID ALL PROHIBITED COMMUNICATIONS WITH LAUSD OFFICIALS DURING THE REQUIRED TIMES OF LAUSD’S CONTRACTING PROCESS. WE SHALL NOT REQUEST OR ACCEPT – EITHER DIRECTLY OR INDIRECTLY – ANY PROTECTED INFORMATION REGARDING PRESENT OR FUTURE CONTRACTS BEFORE THE INFORMATION IS MADE PUBLICLY AVAILABLE AT THE SAME TIME AND IN THE SAME FORM TO ALL OTHER POTENTIAL BIDDERS.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>B. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL PROTECT THE CONFIDENTIALITY OF ALL INFORMATION GARNERED THROUGH THE CONTRACTING PROCESS AND OUR WORK WITH LAUSD. WE UNDERSTAND THAT USING SUCH INFORMATION, DIRECTLY OR INDIRECTLY, FOR PERSONAL, FINANCIAL OR OTHER PRIVATE INTERESTS IS STRICTLY PROHIBITED.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>E. <b>BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL ABIDE BY ALL THE INTEGRITY REQUIREMENTS OF LAUSD’S CONTRACTING PROCESS. WE SHALL BE CAUTIOUS TO AVOID ANY ACTIONS THAT COULD BE SAID TO INTERFERE WITH AN OPEN AND UNIFORM CONTRACTING PROCESS.</b></p>	<div style="border: 1px solid black; width: 60px; height: 60px; background-color: yellow;"></div>

**(INITIALS MUST BE HANDWRITTEN NOT TYPED)**

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

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

H. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL BE PROACTIVE IN DISCLOSING IN WRITING ALL POTENTIAL OR ACTUAL CONFLICTS, ON AN ONGOING BASIS, TO THE LAUSD OFFICIALS DESIGNATED IN THE CODE, SO THAT ANY CONFLICTS CAN BE APPROPRIATELY REMEDIED.



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

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

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

A. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT COMPENSATE ANY CURRENT LAUSD OFFICIAL TO LOBBY LAUSD, NOR SHALL WE COMPENSATE ANY FORMER LAUSD OFFICIAL TO LOBBY LAUSD BEFORE A ONE (1) YEAR PERIOD HAS ELAPSED FROM THAT OFFICIAL'S LAST DATE OF EMPLOYMENT WITH LAUSD. WE UNDERSTAND THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION-MAKING, INCLUDING MARKETING EFFORTS.  Yes  No

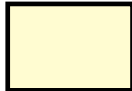
B. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO WORK ON A MATTER THAT THE OFFICIAL HAS BEEN PERSONALLY AND SUBSTANTIALLY INVOLVED WITH IN THE PRECEDING 12 MONTHS.  Yes  No

C. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO PERFORM ANY SERVICES ON A CONTRACT THAT THE OFFICIAL HAS SUBSTANTIALLY PARTICIPATED IN WITHIN THE PRECEDING TWO (2) YEARS.  Yes  No

D. MY ORGANIZATION SHALL ENSURE THAT ANY REPRESENTATIVE WHO IS CONTRACTED TO ACT IN THE CAPACITY OF AN LAUSD OFFICIAL SHALL DISQUALIFY HIMSELF OR HERSELF FROM MAKING ANY GOVERNMENTAL DECISIONS FOR LAUSD RELATING TO A PRIVATE SECTOR INTEREST, INCLUDING MATTERS INVOLVING OUR ORGANIZATION, UNTIL A ONE (1) YEAR PERIOD HAS ELAPSED FROM THE TIME THE INTEREST HAS BEEN DISPOSED OR SEVERED.  Yes  No

E. DESCRIBE BRIEFLY THE INTERNAL SAFEGUARDS YOUR ORGANIZATION HAS PUT IN PLACE TO PRESERVE LAUSD'S COOLING PERIOD RESTRICTIONS:

F. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL UPHOLD ALL THE PROVISIONS OF LAUSD'S REVOLVING DOOR COOLING PERIOD RESTRICTIONS. WE RESPECT THE NEED FOR PUBLIC AGENCIES TO ENSURE THAT NO UNFAIR COMPETITIVE ADVANTAGE IS EXTENDED DUE TO THE HIRING OF CURRENT OR FORMER PUBLIC OFFICIALS.



**(INITIALS MUST BE HANDWRITTEN NOT TYPED)**

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

Disclosure of Your Representatives

Please attach an additional sheet of paper with the heading "Our Representatives" and provide the following: 1) the full name of all subcontractors, employees, agents and anyone else who shall act on your organization's behalf for this LAUSD contract, 2) each individual's position title, and 3) each individual's organizational affiliation.

Disclosure Relating to Current and Former LAUSD Officials

For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Current and Former LAUSD Officials" and provide the following: 1) the full name of the current or former LAUSD official(s) involved, 2) the official's employment dates with LAUSD, 3) the official's final three-year history of LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of the responsibilities and services being performed for your organization, and 6) the time period(s) for which your organization or representative has compensated the official. *Note: Public agencies are exempt from this requirement and may indicate so on their attachment.*

A. MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING ANY CURRENT LAUSD OFFICIALS. WE KNOW THAT AN LAUSD OFFICIAL IS BROADLY DEFINED TO INCLUDE "ANY BOARD MEMBER, EMPLOYEE, CONSULTANT OR ADVISORY MEMBER OF LAUSD" WHO IS INVOLVED IN MAKING RECOMMENDATIONS OR DECISIONS FOR LAUSD.  Yes  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

<b>Lobbying Disclosure</b>		
E. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT ENGAGE IN ANY LAUSD LOBBYING ACTIVITIES WITHOUT THE APPROPRIATE REGISTRATION AND DISCLOSURE THROUGH LAUSD’S ETHICS OFFICE WEBSITE ( <a href="http://ethics.lausd.net">http://ethics.lausd.net</a> ). 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 SHALL SPEND MORE THAN \$10,000 THIS YEAR TO LOBBY LAUSD ON OUR OWN BEHALF. WE KNOW THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION, INCLUDING MARKETING AND PROMOTIONAL EFFORTS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

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

G. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL <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 SHALL UPHOLD ALL OUR PUBLIC DISCLOSURE OBLIGATIONS WITH LAUSD. WE UNDERSTAND THAT PROVIDING TRANSPARENCY HELPS TO ENSURE GREATER ACCOUNTABILITY AND PUBLIC TRUST.  <b>(INITIALS MUST BE HANDWRITTEN NOT TYPED)</b>	<div style="border: 1px solid black; width: 100px; height: 100px; background-color: yellow;"></div>	

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

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

<p>A. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL ADVISE LAUSD OF ANY CHANGE IN THE OWNERSHIP OR OPERATIONAL AND MANAGERIAL CONTROL OF OUR ORGANIZATION WITHIN 10 BUSINESS DAYS OF SUCH CHANGE.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>B. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT ENGAGE IN POLITICAL SUPPORT AND ACTIVITIES ON LAUSD TIME OR WITH LAUSD RESOURCES UNLESS WE HAVE BEEN RETAINED BY LAUSD TO SPECIFICALLY ENGAGE IN THOSE ACTIVITIES. WE UNDERSTAND THAT LAUSD RESOURCES INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>C. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT SUBMIT ANY FALSE CLAIMS FOR PAYMENT TO LAUSD, AND WE SHALL NOT MAKE ANY SUBSTITUTION FOR GOODS, SERVICES OR TALENT THAT DO NOT MEET CONTRACT SPECIFICATIONS WITHOUT PRIOR WRITTEN APPROVAL BY LAUSD.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>D. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT USE LAUSD ASSETS AND RESOURCES FOR PURPOSES WHICH DO NOT SUPPORT LAUSD'S WORK. WE UNDERSTAND THAT LAUSD ASSETS INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>E. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT USE LAUSD NAMES AND MARKS, OR SUGGEST ANY LAUSD ENDORSEMENT IN ANY WAY, WITHOUT THE APPROPRIATE WRITTEN LAUSD APPROVAL.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>F. MY ORGANIZATION AND OUR REPRESENTATIVES SHALL NOT LET ANY SUSPECTED VIOLATIONS OF LAUSD'S CONSULTANT CODE OF CONDUCT GO UNADDRESSED. WE UNDERSTAND THAT GOOD FAITH REPORTING OF SUSPECTED VIOLATIONS TO LAUSD'S OFFICE OF THE INSPECTOR GENERAL IS ENCOURAGED.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>G. <b>BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES SHALL ENSURE ETHICAL AND RESPONSIBLE USE OF PUBLIC TAX DOLLARS FOR MAXIMUM STUDENT BENEFIT BY COMMITTING TO TRUST-BUILDING PRACTICES AND BY PROVIDING EXCELLENCE, HIGH QUALITY, INNOVATION AND COST EFFECTIVENESS IN THE PRODUCTS AND SERVICES WE SHALL DELIVER TO LAUSD.</b></p> <p style="text-align: center;"><b>(INITIALS MUST BE HANDWRITTEN NOT TYPED)</b></p>	<div style="border: 2px solid black; width: 100px; height: 100px; margin: 0 auto;"></div>	

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

Proposer: \_\_\_\_\_

## Attachment 4 – Key Personnel Resume Form

Name:	Firm Name:
Title:	Years with Firm:
Proposed Position:	Years' Experience with Previous Firms:
Education Specific to Position - School/Year/Degree/Discipline:	
Experience with LAUSD, Other School Districts, Counties, Cities, or Other Agencies including, DSA, CDE, OPSC, CHPS, Design-Build, etc.):	
Licenses/Certifications/Memberships/Registrations/LEED Accredited Professional/DBIA, etc. and year acquired (provide copies of licenses, certifications, including a California Land Surveyor License, QSD certificate, etc.	

### ASSIGNMENT BACKGROUND

Project/School Name District	Description (DSA #, if applicable) Licensed Land Surveyor Name	Year Started and Completed	Client Name/ Phone # & Email	Type of Delivery	Firm's Contract/ Fee	Title/Duties (Indicate if position was a contract professional)
					\$	
					\$	
					\$	
					\$	
					\$	

**Form expands in Word.**

# Attachment 5 – Firm Experience Form

<u>School Name # 1</u> <u>School District</u> <u>Location (City/State)</u>	<u>Client Name</u> <u>Title</u> <u>Agency/Dept</u> <u>Email Address</u>	<u>Brief Description of Work (Be Specific)</u> <u>Party Chief Name</u>	<u>*Type(s) of Survey Provided &amp; Size of Project</u> <small>(see reference below)</small>	<u>Dates</u> <u>Survey Start Date</u> <u>Survey End Date</u> <small>(Project active within the last 3 years)</small>	<u>DSA or B-Permit # &amp; Date</u>	<u>Project Construction Cost</u>
			Type: _____  Size: _____	Start Date: _____  End Date: _____	#: _____  Date: _____	Original Budget: \$ _____ Bid Amount: \$ _____ Completed Project Cost: \$ _____ Architect Fee: \$ _____

**Project #1 Narrative** *(Provide project-specific information as it relates to the Scope of Services in this RFQ including difficulties and how they were overcome. - Describe project and responsibilities in detail. See Section 4., C. Project Experience for narrative to be included here. Include names and titles of Subconsultants and their responsibilities, if applicable. Describe if ALTA, three-dimensional (3D) scanning and underground utility scanning or Ground Penetration Radar (GPR) surveys are used. Designate if certified CHPS, LEED or green building.) Form expands in Word. Project photo may be inserted here with the narrative.*

**\* Describe type of survey - ALTA Survey, boundary surveys, legal description, record of survey, parcel map, lot line adjustment, encroachment survey, center line ties, aerial survey, topographic surveys, and construction surveys, etc.**  
**Note: Form can expand to additional pages per project.**

# Attachment 5 – Firm Experience Form

<u>School Name # 2</u> <u>School District</u> <u>Location (City/State)</u>	<u>Client Name</u> <u>Title</u> <u>Agency/Dept</u> <u>Email Address</u>	<u>Brief Description of Work (Be Specific)</u> <u>Party Chief Name</u>	<u>*Type(s) of Survey Provided &amp; Size of Project</u> <small>(see reference below)</small>	<u>Dates</u> <u>Survey Start Date</u> <u>Survey End Date</u> <small>(Project active within the last 3 years)</small>	<u>DSA or B-Permit # &amp; Date</u>	<u>Project Construction Cost</u>
			Type: _____  Size: _____	Start Date: _____  End Date: _____	#: _____  Date: _____	Original Budget: \$ _____ Bid Amount: \$ _____ Completed Project Cost: \$ _____ Architect Fee: \$ _____

**Project #2 Narrative** *(Provide project-specific information as it relates to the Scope of Services in this RFQ including difficulties and how they were overcome. - Describe project and responsibilities in detail. See Section 4., C. Project Experience for narrative to be included here. Include names and titles of Subconsultants and their responsibilities, if applicable. Describe if ALTA, three-dimensional (3D) scanning and underground utility scanning or Ground Penetration Radar (GPR) surveys are used. Designate if certified CHPS, LEED or green building.) Form expands in Word. Project photo may be inserted here with the narrative.*

**\* Describe type of survey - ALTA Survey, boundary surveys, legal description, record of survey, parcel map, lot line adjustment, encroachment survey, center line ties, aerial survey, topographic surveys, and construction surveys, etc.**  
**Note: Form can expand to additional pages per project.**

# Attachment 5 – Firm Experience Form

<u>School Name # 3</u> <u>School District</u> <u>Location (City/State)</u>	<u>Client Name</u> <u>Title</u> <u>Agency/Dept</u> <u>Email Address</u>	<u>Brief Description of Work (Be Specific)</u> <u>Party Chief Name</u>	<u>*Type(s) of Survey Provided &amp; Size of Project</u> <small>(see reference below)</small>	<u>Dates</u> <u>Survey Start Date</u> <u>Survey End Date</u> <small>(Project active within the last 3 years)</small>	<u>DSA or B-Permit # &amp; Date</u>	<u>Project Construction Cost</u>
			Type: _____   Size: _____	Start Date: _____  End Date: _____	#: _____  Date: _____	Original Budget: \$ _____ Bid Amount: \$ _____ Completed Project Cost: \$ _____ Architect Fee: \$ _____

**Project #3 Narrative** *(Provide project-specific information as it relates to the Scope of Services in this RFQ including difficulties and how they were overcome. - Describe project and responsibilities in detail. See Section 4., C. Project Experience for narrative to be included here. Include names and titles of Subconsultants and their responsibilities, if applicable. Describe if ALTA, three-dimensional (3D) scanning and underground utility scanning or Ground Penetration Radar (GPR) surveys are used. Designate if certified CHPS, LEED or green building.)*  
**Form expands in Word. Project photo may be inserted here with the narrative.**

**\* Describe type of survey - ALTA Survey, boundary surveys, legal description, record of survey, parcel map, lot line adjustment, encroachment survey, center line ties, aerial survey, topographic surveys, and construction surveys, etc.**  
**Note: Form can expand to additional pages per project.**

# Attachment 5 – Firm Experience Form

<u>School Name # 4</u> <u>School District</u> <u>Location (City/State)</u>	<u>Client Name</u> <u>Title</u> <u>Agency/Dept</u> <u>Email Address</u>	<u>Brief Description of Work (Be Specific)</u> <u>Party Chief Name</u>	<u>*Type(s) of Survey Provided &amp; Size of Project</u> <small>(see reference below)</small>	<u>Dates</u> <u>Survey Start Date</u> <u>Survey End Date</u> <small>(Project active within the last 3 years)</small>	<u>DSA or B-Permit # &amp; Date</u>	<u>Project Construction Cost</u>
			Type: _____  Size: _____	Start Date: _____  End Date: _____	#: _____  Date: _____	Original Budget: \$ _____ Bid Amount: \$ _____ Completed Project Cost: \$ _____ Architect Fee: \$ _____

**Project #4 Narrative** *(Provide project-specific information as it relates to the Scope of Services in this RFQ including difficulties and how they were overcome. - Describe project and responsibilities in detail. See Section 4., C. Project Experience for narrative to be included here. Include names and titles of Subconsultants and their responsibilities, if applicable. Describe if ALTA, three-dimensional (3D) scanning and underground utility scanning or Ground Penetration Radar (GPR) surveys are used. Designate if certified CHPS, LEED or green building.) Form expands in Word. Project photo may be inserted here with the narrative.*

**\* Describe type of survey - ALTA Survey, boundary surveys, legal description, record of survey, parcel map, lot line adjustment, encroachment survey, center line ties, aerial survey, topographic surveys, and construction surveys, etc.**

**Note: Form can expand to additional pages per project.**



Proposer: \_\_\_\_\_

## Attachment 6 – SBE/Micro-SBE Utilization Form

### LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE (SBE) and Micro-SBE PROGRAM UTILIZATION REPORT

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

**SBE/Micro-SBE STATUS (check one)**

- Our firm meets the qualification for **SBE\***. (Attach SBE certification)
- Our firm meets the qualification for **Micro-SBE**. (Attach Micro-SBE certification)
- Our firm utilizes SBE/Micro-SBE Subconsultants/Subcontractors. (List SBE/Micro-SBE firms utilized, utilization percentage, and attach copies of all Subconsultant/Subcontractor SBE/Micro-SBE certifications.)

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

- No SBE/Micro-SBE utilization

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

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ **Telephone** \_\_\_\_\_

\*LAUSD requires Primes and Subcontractors be identified as an SBE/Micro-SBE vendor with the District and must register as an LAUSD SBE/Micro-SBE vendor (regardless of any reciprocity with District recognized agencies).

If you have questions about SBE/Micro-SBE, contact Lorena Padilla-Melendez at (213) 241-1346 email [lorena.padilla@lausd.net](mailto:lorena.padilla@lausd.net) or Manuel Carcamo at [manuel.carcamo@lausd.net](mailto:manuel.carcamo@lausd.net).

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



Proposer: \_\_\_\_\_

## Attachment 7 – VBE/DVBE Utilization Form

### LOS ANGELES UNIFIED SCHOOL DISTRICT VETERAN BUSINESS ENTERPRISE PROGRAM UTILIZATION REPORT

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

#### **DVBE/VBE STATUS (check one)**

- Our firm(s) is a VBE or DVBE\*.** (Attach VBE/DVBE certification)
- Our firm utilizes VBE/DVBE subcontractors/subconsultants. (List VBE/DVBE firms utilized, including the percentage usage, and provide copies of the certifications.)**

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

- No VBE/DVBE utilization**

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

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Telephone \_\_\_\_\_

\*LAUSD requires Primes and Subcontractors identified as VBE/DVBE to provide a certification through Veterans Affairs or apply for a certification with the District.

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

Proposer: \_\_\_\_\_



## Attachment 8 – MBE Utilization Form

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

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

#### **MBE STATUS (check one)**

- Our firm(s) is a certified-MBE by \_\_\_\_\_**  
**Expiration Date: \_\_\_\_\_**
- Our firm utilizes MBE subcontractors. (List MBE firms utilized, including their planned percentage usage.)**

#### **Provide copies of all MBE certifications with this form.**

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

- No MBE Utilization**

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

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Telephone \_\_\_\_\_

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

For MBE certification, apply at the City of Los Angeles – website address: [https://bca.lacity.org/Uploads/cca/MBE\\_WBE\\_CERT\\_Application.pdf](https://bca.lacity.org/Uploads/cca/MBE_WBE_CERT_Application.pdf)

**FOR INFORMATIONAL PURPOSES ONLY**

Proposer: \_\_\_\_\_



## Attachment 9 – WBE Utilization Form

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

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

#### WBE STATUS (check one)

- Our firm(s) is a certified-WBE by \_\_\_\_\_  
Expiration Date: \_\_\_\_\_
- Our firm utilizes WBE subcontractors. (List WBE firms utilized, including their planned percentage usage.)

#### Provide copies of all WBE certifications with this form.

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

- No WBE Utilization

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

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Telephone \_\_\_\_\_

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

For WBE certification, apply at the City of Los Angeles – website address: [https://bca.lacity.org/Uploads/cca/MBE\\_WBE\\_CERT\\_Application.pdf](https://bca.lacity.org/Uploads/cca/MBE_WBE_CERT_Application.pdf)

**FOR INFORMATIONAL PURPOSES ONLY**