



Procurement Services



INVITATION FOR BID (IFB)



Laserfiche Enterprise Content Management System and Enterprise Scanning Solution

Bidding #: 2000004042

Non-Stock Unit
Contracting Officer: Michelle La Mar
Email Address: michelle.lamar@lausd.net

Release Date: March 24, 2025

ATTENTION: BID PACKAGE MUST BE RETURNED IN ITS ENTIRETY



LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center – Contract Administration
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9007

INVITATION FOR BID
(IFB)

IFB FOR:
Laserfiche Enterprise Content Management System and Enterprise Scanning Solution
Renewal
IFB NO. 2000004042

DATE ISSUED: 3/24/2025

DATE ADVERTISED: 3/24/2025 and
3/31/2025

SUBMITTAL DATE: 4/7/2025

ANTICIPATED CONTRACT START DATE:
7/1/2025

LAST DAY FOR QUESTIONS: 3/31/2025

BIDDER'S (FIRM) NAME: _____

Note: All bidders are required to submit a printed bid in its entirety and one copy of the entire bid with Microsoft Excel rate schedule on a Flash Drive.

IFB NO. 2000004042
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LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center
Contract Administration and Procurement Services Branch
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9007

DATE: March 20, 2025

ATTENTION: Prospective Bidder

SUBJECT: Laserfiche Enterprise Content Management System and Enterprise Scanning
Solution Renewal

The Los Angeles Unified School District, Contract Administration and Procurement Services Branch, is seeking bids for Laserfiche Enterprise Content Management System and Enterprise Scanning Solution Renewal as outlined in the attached. The resultant unit rate requirements contract, if awarded, will be for a **60-month** period. The contract will be State and/or locally funded and is subject to fiscal year funding. District contract awards are made in accordance with the authority granted to the Los Angeles Board of Education under California Law (e.g. the Public Contract Code, Education Code and Government Code).

You are hereby invited to submit to the District a bid to furnish all the labor, materials, and any other related items required for performance under the subject IFB. Interested Bidders are directed to submit one (1) electronic copy of the IFB bid submittal in Adobe pdf and include one (1) copy of the Rate Schedule, in Excel format, via email to the undersigned by 11:00 A.M. on April 7, 2025, Bids received later than the above date and time will be rejected. Bid submittals must not exceed 20 Megabytes (MB). All submittals should include in the "Subject" line: 1. IFB Number 2. IFB Name 3. Due date/time. The District will then provide, via email in PDF format, copies of all received rate schedules and cash discount pages to all vendors who submitted a bid offer in response to this solicitation.

Submit your bid to: Michelle La Mar, Contract Administration Analyst
Email Address: michelle.lamar@lausd.net

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

All communications in connection with this IFB shall be provided in writing and submitted online only, on or before the last day for questions, March 31, 2025 through the Solicitation Opportunity Website: https://psd.lausd.net/procurement_solicitations_achieve.asp.

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

The bid package must be submitted in its entirety, including this letter (Section I) and the following:

- II. IFB form and Rate Schedule instructions, volume rebate program, specific bid conditions, technical specifications, Federal Funding Form and Bidder Questionnaire.
- III. Rate Schedule
- IV. General Bid and Contract Conditions
- V. SBE / Micro, VBE / DVBE, MBE and WBE Utilization Reports
- VI. Attachment A - OIG Fraud Notice
Attachment B – Provisions required of Federally Funded Contracts
Attachment C - EFT Enrollment Form
Attachment D- Data Use Agreement

Failure to submit the bid package in its entirety may cause a bid to be ruled “non-responsive.”

The District reserves the right to reject any and all bids, to waive informalities or irregularities to the extent permitted by law in any bid received, and to be the sole judge of the merits of the respective bids received. The award, if made, will be to the lowest priced responsive and responsible bidder(s).

The contract(s) that may be awarded hereunder is/are not exclusive. The District expressly reserves the right to contract for goods and services such as those referenced herein, through other contractors.

Should you decide not to compete for a contract award under this IFB, please complete the attached “No Bid Response” form, (attachment 1) and send it to the undersigned. Failure to provide a response to this solicitation may result in removal of your firm's name from our vendor list for future IFB opportunities.

Sincerely,

Michelle La Mar

Contract Administration Analyst

ATTACHMENT: IFB PACKAGE



LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center
Contract Administration and Procurement Services Branch
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9007

Bid No.: 2000004042

Date of Bid Opening: April 7, 2025

“NO-BID” RESPONSE FORM

IT IS NOT NECESSARY FOR THE BIDDER WHO IS SUBMITTING A BID FOR THE PRODUCTS AND/OR SERVICES SPECIFIED HEREIN, TO RETURN THIS FORM.

The LOS ANGELES UNIFIED SCHOOL DISTRICT is committed to programs and policies that will result in the procurement of supplies, equipment, and services that meet the quality standards required by our schools and support facilities at the lowest possible prices.

An important aspect of achieving this goal is to promote competitive bidding among the largest number of qualified bidders as possible. In instances where the bidder fails to respond, feedback from the bidder is encouraged. Reasons for not bidding are evaluated with the intention of improving future solicitations for this commodity or service, thereby encouraging and expanding the field of competition.

All prospective bidders who respond with a “No Bid” response are requested to provide the information cited below and return this form, in time for the bid opening.

REASONS FOR NOT BIDDING AT THIS TIME: (Attach additional page if necessary)

DO YOU WISH TO RECEIVE BID REQUESTS FOR THIS PARTICULAR PRODUCT OR SERVICE IN THE FUTURE? ☐ YES ☐ NO*

*If this option is selected, the bidder must forward a written request to Contract Administration and Procurement Services Branch for reinstatement.

BIDDER’S (FIRM) INFORMATION:

FIRM NAME: _____

ADDRESS: _____

SIGNATURE: _____ **NAME & TITLE:** _____

DATE: _____ **PHONE:** _____ **FAX:** _____

EMAIL ADDRESS: _____

BID TITLE: Laserfiche Enterprise Content Management System and Enterprise Scanning Solution Renewal



LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center
Contract Administration and Procurement Services Branch
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9007

IFB AND CONTRACT FOR:
Laserfiche Enterprise Content Management System and Enterprise Scanning Solution

IFB NO.: 2000004042
SUBMISSION DATE: April 7, 2025
FOR: INFORMATION TECHNOLOGY SERVICES

SECTION II.

A. BID FORM AND RATE SCHEDULE INSTRUCTIONS

The undersigned has complied with instructions in the IFB, has approved the contract form and agrees to enter into a Contract for furnishing to the Los Angeles Unified School District, Los Angeles County, hereinafter called the District, the required supplies, equipment and/or services at the stated rates; subject to all of the Terms and Conditions of the Invitation for Bids, Bid and Contract Conditions, Specifications, instructions set forth and all amendments or addenda thereto.

1. SCOPE OF CONTRACT

The scope of the Contract is to provide Laserfiche Enterprise Content Management System and Enterprise Scanning Solution Renewal in accordance with all the terms, conditions and specifications specified herein.

2. AWARD OF CONTRACT

It is the intent of the District to award a contract(s) for each item in the Rate Schedule Section either "per category," "individually", "in any combination", or "as a whole" to the lowest responsive and responsible bidder(s), pursuant to the authority granted under California Public Contract Code Sections 20111 and 20118.1, to a single or to multiple vendors, whichever is in the best interest of the District. Award is contingent upon timely compliance with all bid conditions and specifications which must be satisfied prior to award of contract.

3. **BASIS OF AWARD**

The award(s) shall be to the responsive and responsible bidder(s) who submit the lowest Unit Price either “individually” (for each individual item listed), as a “Combination of Items” per “Package,” whichever may be in the best interest of the District. The Basis of Award calculations include the lowest cost (per item, combination, package, or as a whole) and cash discount. All calculations will be done by the District.

All Rate Schedules must be filled out in their entirety.

The District will make all conversions and computations, if necessary. The “Unit Price” bid in the Rate Schedule Section should include any delivery charge to allow for delivery on an FOB Destination basis.

A Cash Discount of ____% 45 days is being offered when the District pays within 45 days of the date a properly formatted invoice is sent in compliance with requirements set forth in the Invoices and Payments provision, and received by the District Accounts and Payable Branch. The calculation of the payment processing time is the number of days between the invoice date on a properly formatted invoice in compliance with requirements set forth in the Invoices and Payments provision and the warrant issuance date. The vendor shall not generate invoice until goods have been received by the District and/or services have been provided by the vendor and accepted by the District. The invoice date shall not be before the date goods and/or services have been accepted by the District. Invoices must be sent to the District within one business day of invoice date.”

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

Payment is contingent upon acceptance of the work and approval of invoice(s) by the District Authorized Representative or designee.

The District, in an effort to become the Public agency of choice, has expanded upon its ongoing Small Business Enterprise (SBE) program to further encourage and promote SBE participation in District business opportunities.

In furtherance of the SBE community and program, efforts resulting in contract award(s) stemming from this solicitation, any contract awardee(s) from this solicitation who are certified Small Business Enterprises, will be entitled to a faster payment process. Contract awardee(s) who have been certified by agencies such as the State of California’s Department of General Services, the City of Los Angeles, Metropolitan Water District, or by the Los Angeles Unified School District (must attach proof of certification at the time of bid submission by the certifying agency) will be entitled to receive payments upon provisioning of acceptable and verifiable receipt of goods/general services by the District.

Although a Payment Term of Net 45-days is applicable for this solicitation, the “now due and payable” term extended to those vendors who have received award(s) on the basis of being the

lowest responsive and responsible bidder, and who are certified as an SBE(s) is one such effort the District is implementing to become the public agency of choice.

4. **LOS ANGELES UNIFIED SCHOOL DISTRICT “VOLUME REBATE PROGRAM”**

The Los Angeles Unified School District (LAUSD) has established a Volume Rebate Program. Since the District purchases large volumes of supplies, equipment, furniture or services which are delivered/provided to various locations throughout the District.

As part of the Rebate Program, the Contractor shall pay the District a one percent (1%) volume rebate on the total sales price of all purchases invoiced and paid pursuant to the Master Contract, excluding taxes. Total sales shall include products delineated or non-specifically priced (NSP) items acquired via the use of this Master Contract, whether the acquisition references the Master Contract number or not, acquired by LAUSD and other participating agencies utilizing this contract such as but not limited to school districts, cities, counties, and state agencies.

This volume rebate shall be due and payable to LAUSD within thirty (30) days of the end of each calendar quarter for purchases invoiced and paid during such calendar quarter. For the purpose of establishing a beginning date of a calendar quarter, the quarter shall have the same starting or effective date as the contract period, with rebates due to the LAUSD for each quarter or fraction thereafter through the end of the Contract. **All rebate checks should reference the contract number and be sent to:**

District”, be accompanied by a list identifying each contract number and purchase order for which payment is being made, and be delivered to:

Los Angeles Unified School District
Attn: Chief Procurement Officer - Ref: Contract #XXXXXXX
8525 Rex Road
Pico Rivera, CA 90660

Contractor’s Failure to Pay Volume Rebate: Failure of Contractor to pay the volume rebate within the time and in the manner specified herein shall be regarded as a material breach under this Contract. All rebate dollar amounts not paid within thirty (30) days of the end of the previous calendar quarter shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full. In addition, in the event the Contractor does not pay the required fee LAUSD reserves the right to apply (at any time past the required rebate payment due date) the volume rebate amount towards any unpaid invoices in the form of a credit.

*Note: Contractor solely shall bear the cost of paying the volume rebate. Contractor shall neither increase its prices to cover the volume rebate nor pass through the volume rebate charge to the District.

5. ADJUSTMENT TO THE RATE SCHEDULE

The Rate Schedule (unit price) is firm for the life of the contract. The rates as originally bid shall not change during the contract period. It is expressly understood that contract rate increases are not automatic or guaranteed. Contractor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and may leave contract as is, re-bid and/or terminate said contract within the provisions of the existing contract. The District may offer a lower, higher or no increase in percentage. All increases are subject to negotiation between the Contractor and the District. If an agreement is not reached prior to the start of the next contract period, the rate (unit cost) of said contract shall remain in effect. The unit cost will not change until an agreement is reached and thus will not be retroactive. The Contractor shall honor and deliver purchase orders issued prior to an agreed upon rate increase with delivery dates up to sixty (60) days beyond the effective date of the rate increase, which shall not be subject to agree upon rate increase.

The adjustment to the contract's Rate Schedule, if granted by the District, shall be effective July 1 or on the first day of the month following final District approval, whichever is applicable and continue through the remaining contract period. Increases considered by the District shall be evaluated by using the percentage of change between the previous year and the current year's Consumer Price Index, (C.P.I.) published by the U.S. Department of Labor's Bureau of Labor Statistics, **as a guide only**.

NOTE: All requests for rate adjustments must be received by the District, in writing, no later than ninety (90) days prior to the end of each annual contract period at the District's Procurement Services Center – 8525 Rex Road, Pico Rivera, CA 90660. An explanation citing the rationale for price increase should be included in such correspondence.

6. INVOICES AND PAYMENTS

All invoices must be sent to the following address below:

ORIGINAL INVOICES TO:

Los Angeles Unified School District

(213) 241-4800
invoices@lausd.net

DUPLICATE COPY TO:

Los Angeles Unified School District
IT Finance and Administration
333 S. Beaudry Avenue, 10th Floor
Los Angeles, CA 90017
Attn: Augustus Tiongo

All vendors shall accept orders placed by both District approved purchase orders and P-Cards*. All coinciding invoices submitted for payment must include the District Contract Number and related Purchase Order (P.O.) Numbers, and be under the same firm name as shown on the Purchase Order (P.O.)/Contract.

Payment is contingent upon acceptance of the work and approval of invoice(s) by the **District Authorized Representative** or designee.

8.. INVOICES AND PAYMENTS-continued

Prior to the start of the Contract, the Contractor may contact the District's Accounts Payable Branch regarding the invoice format that may be required to facilitate timely payment. A sample of invoicing format may be required by the Accounts Payable Section prior to the start of service.

LAUSD vendors have the option to use direct deposit via Electronic Funds Transfer (EFT) to receive payment from the District. To enroll in EFT payment, complete the attached Electronic Funds Transfer Payment Enrollment form (Attachment C). Please email completed signed form to accounts.payable@lausd.net. Do not submit a copy of the EFT Enrollment form with your bid submittal.

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

Prior to the start of the Contract, the Contractor may contact the District's Accounts Payable Branch regarding the invoice format that may be required to facilitate timely payment. A sample of invoicing format may be required by the Accounts Payable Section prior to the start of service.

The vendor shall not generate invoice until goods have been received by the District and/or services have been provided by the vendor and accepted by the District. The invoice date shall not be before the date goods and/or services have been accepted by the District.

In any contract or purchase order awarded, the District will reserve the right to withhold payment as a "set off" against amounts due, or to become due, resulting from any other contracts or purchase orders awarded to the same contractor.

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

For payment information call: (213) 241-4800

***PROCUREMENT CARD PURCHASES (P-CARD)**

The P-Card is a District issued MasterCard from U.S. Bank. It is issued to authorized cardholders to simplify purchases and the payment and tracking of those purchases.

The P-Card works like any personal credit card, which is billed monthly to the District. However, the advantage of the P-Card is that vendors are paid directly by U.S. Bank within a few days, while the District pays the bank with a single monthly payment.

Contractors accepting P-Card purchase transactions shall provide a detailed invoice/billing statement to each requesting office/school site ONLY, unless otherwise requested by an authorized District representative. Contractor shall specify in detail the quantities ordered/delivered, shipped, and unit costs per item on the invoice/billing statement.

Invoices and billing statements with insufficient information may delay the processing of payment and is not the responsibility of the District.

7. **RATE SCHEDULE**

The “Rate Schedule” (Section III) shall be firm during the contract period including all renewal periods.

- a. The bids on the rate schedule should be all inclusive. The cost should reflect the main component as well as the internal components.
- b. Submittal is one (1) electronic copy of the IFB bid submittal in Adobe pdf and include one (1) copy of the Rate Schedule, in Excel format, via electronically.
- c. The “Unit Price” bid should include prices for all items listed in the Specifications Section, all costs for any insurance, and/or any required performance guarantee. Do not include tax.
- d. Any remarks, additions, amendments, manufacturer or reseller standard terms and conditions referenced or exceptions attached (by the bidder) to the bid, which conflict with terms and conditions herein, may cause it to be deemed “non-responsive”.
- e. When filling in the Rate Schedule (Section III) information/unit costs, the Bidder should either type or print legibly. If the pricing information/unit price is illegible, that item may not be considered for an award.
- f. Bid on each item separately for accounting purposes. The Basis of Award calculations include the lowest cost (per item, combination, package, or as a whole) and cash discount.
- g. Bidders offering multiple brands must use a separate Rate Schedule sheet for each brand.

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

8. **TAXES**

The Unit Rate Schedule Section shall exclude all applicable taxes. The District shall pay only the California Sales and Use Tax, and/or the Los Angeles County Uniform Local Sales and Use Tax on the rates (unit costs), when applicable and listed separately on the invoice.

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

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

9. AUTHORIZED DISTRICT REPRESENTATIVE

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

The authorized District representative for this Contract will be:

For Contractual Matters:

Michelle La Mar

Procurement Services Division

TEL: (562) 654-9309

FAX: (562) 654-9038

Email: michelle.lamar@lausd.net

10. ESTIMATED DISTRICT REQUIREMENTS

The District's actual requirements may vary up to a maximum of 10% of the annual contract value.

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

The District reserves the right to purchase from other than the Contractor such items not on hand or readily available from the Contractor, which are urgently needed by the District.

11. ORDER OF PRECEDENCE – SEALED BIDDING

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Rate Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

12. NOTICES, DEMANDS, AND COMMUNICATIONS

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

The District

Los Angeles Unified School District
Procurement Services Center –
Michelle La Mar
8525 Rex Road
Pico Rivera, CA 90660

The Contractor

Signatory cited within the Name and
Nature of Bidder's Legal Entity

13. INDEPENDENCE OF BID

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

14. CONTRACT PIGGYBACK PROVISION

For the term of the Contract, and any unilaterally granted or mutually agreed extension(s) pursuant to this invitation for bid and subsequent contract, other school districts, community college districts, public corporations or agencies, including any county, city, town or public corporation or agency within the State of California, may purchase item(s) at the same price and upon the same terms and conditions pursuant to Section 20652 and/or 20118 of the Public Contract Code. The District waives its right to require other districts and agencies to draw their warrants in the favor of the District, as provided in said code sections. Acceptance or rejection of this provision will not affect contract award(s) in this bid.

INDICATE SELECTION

Piggyback Provision is granted: * _____

Piggyback Provision is not granted: _____

***Please note any comments/restrictions related to this agreed upon selection below or attach a separate comment sheet to the bid package.**

15. NAME AND NATURE OF BIDDER'S LEGAL ENTITY

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

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

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

Legal Name of Bidders Firm: _____

Name of CEO/President: _____

Name of Bidder's Parent Company (if applicable): _____

Name of CEO/President: _____

CHECK ONE

Sole Ownership: _____

Partnership: _____

Corporation: _____

Other: _____

Bidder's Signature: _____

Bid not acceptable unless signed by an authorized signor.

Original signature only! Rubber stamp or typed signature not acceptable.

By: _____

(Print Name of Authorized Signor)

Title: _____

(Print Title)

Address: _____

City, State & Zip Code: _____

Telephone: _____

Fax number: _____

E-Mail Address: _____

Dated this _____ Day of _____, 20_____

NOTE: THIS CONTRACT, OR ANY OF ITS RIGHTS, OBLIGATIONS, TERMS OR CONDITIONS, MAY NOT BE ASSIGNED OR TRANSFERRED BY THE CONTRACTOR WITHOUT THE EXPRESS WRITTEN CONSENT OF THE DISTRICT.

16. CONTRACT AWARD NOTIFICATION

The Bidder must retain a copy of their completed Bid Document in its entirety, as submitted to the District. In the event of an award, the Bid and all Bid Documents shall become the Contract Agreement. The only other document provided to the successful bidder (awardee/Contractor) will be the **“Notice of Acceptance of Bid and Award of Contract”** letter that will be sent electronically. Contractors also desiring a hard copy (sent by regular U.S. mail) must advise the Procurement Official, in writing; of their request.

All Bidders must provide the following required information: name, address, telephone number, fax number, and business email address of the person designated to receive such notice on behalf of the Bidder (if different from the Name and Nature of the Bidder’s Legal Entity provision above).

Name of Firm: _____

Name of Contact: _____
(Please Print)

Address: _____

City **State** **Zip Code**

Email Address: _____
(Required)

Telephone: _____

Fax number: _____

THIS SPACE LEFT INTENTIONALLY BLANK.

17. FILING OF PROTESTS

All District procurements shall be conducted in a manner which assures that all prospective contractors are afforded fair and equal consideration in the selection of the successful contractor and award of District contracts in order to preserve and protect the integrity of the procurement process. To that end, any interested party shall have the right to have its complaint considered and resolved administratively by the District in an economical and expeditious manner. "Interested party," as used herein, means an actual or prospective offeror whose direct economic interest would be affected by receipt of an award of a contract or by the failure to receive an award of 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 Invitation for Bid (IFB)/Request for Proposal (RFP) document must be filed within ten (10) business days after the date the IFB/RFP is first advertised. Protests relating to a recommendation for award solicited by this IFB/RFP must be filed by an "interested party" within five (5) business days after the staff's written recommendation and Notice of Intent to Award is issued to the proposing firms. The date of filing shall be the date of receipt of protests by the District.

All protests shall be filed in writing with the Chief Procurement Officer, Los Angeles Unified School District, 333 S. Beaudry Avenue, 28th Floor, Los Angeles, CA 90017. **No other location shall be acceptable.** The protest shall, at a minimum, contain the following:

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

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

SECTION II

B. SPECIFIC BID CONDITIONS / CERTIFICATIONS

Compliance with LAUSD Ethics and Integrity Standards

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

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

1. ETHICS AGREEMENT

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

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

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

NAME OF RESPONSIBLE SENIOR OFFICER

POSITION TITLE

PHONE NUMBER

SIGNATURE OF RESPONSIBLE SENIOR OFFICER

DATE

E-MAIL ADDRESS

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

A. MY ORGANIZATION TAKES RESPONSIBILITY FOR ENSURING THAT EACH OF OUR REPRESENTATIVES, REGARDLESS OF POSITION, UNDERSTANDS AND COMPLIES WITH THE DUTIES AND REQUIREMENTS OUTLINED IN LAUSD'S CONTRACTOR CODE OF CONDUCT AND FOR ENSURING THAT WE ADHERE TO THE HIGHEST STANDARDS OF HONESTY AND INTEGRITY IN ALL OUR DEALINGS WITH AND/OR ON BEHALF OF LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. MY ORGANIZATION HAS AN EFFECTIVE MANAGEMENT PROCESS IN PLACE TO ENSURE THAT THE BEHAVIOR, DECISIONS, AND ACTIONS OF OUR REPRESENTATIVES DEMONSTRATE THE LETTER AND SPIRIT OF LAUSD'S ETHICS AND INTEGRITY STANDARDS IN <u>ALL</u> PHASES OF ANY RELATIONSHIP WITH LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. DESCRIBE BRIEFLY THE SCOPE OF YOUR ORGANIZATION'S EFFORTS TO MANAGE FOR AND ASSURE ETHICAL CONDUCT, ATTACH AN ADDITIONAL SHEET OF PAPER IF NECESSARY:		
D. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL EXERCISE CAUTION AT ALL TIMES TO ENSURE THAT OUR CONDUCT AVOIDS EVEN THE APPEARANCE OF IMPROPRIETY OR MISREPRESENTATION. WE WILL BE PROACTIVE IN ASKING QUESTIONS AND SEEK FORMAL GUIDANCE FROM LAUSD WHENEVER THERE IS A DOUBT ABOUT HOW TO PROCEED IN AN ETHICAL MANNER.		<div style="border: 1px solid black; width: 80px; height: 40px;"></div>

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

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

A. MY ORGANIZATION AND OUR REPRESENTATIVES DEMONSTRATE A RECORD OF INTEGRITY AND BUSINESS ETHICS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, DIRECTIVES AND REGULATIONS AS WELL AS THE POLICIES AND REQUIREMENTS ESTABLISHED BY LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A CRIMINAL INVESTIGATION, INDICTMENT, CONVICTION, JUDGMENT, INJUNCTION, OR A GRANT OF IMMUNITY, INCLUDING PENDING ACTIONS, FOR BRIBERY, EMBEZZLEMENT, EXTORTION, FALSIFICATION, FORGERY, MAKING FALSE STATEMENTS OR, <u>ANY</u> OTHER BUSINESS OR ETHICS RELATED CONDUCT CONSTITUTING A CRIMINAL OFFENSE UNDER FEDERAL, STATE OR LOCAL LAW WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD SUSPENSION, DEBARMENT, ADMINISTRATIVE AGREEMENT, DENIAL OF CONTRACT AWARD, DECLARATION OF INELIGIBILITY, OR BID REJECTION, INCLUDING PENDING ACTIONS, FOR NON-RESPONSIBILITY WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE, RESTITUTION, CONTRACT SUSPENSION, OR TERMINATION FOR CAUSE, INCLUDING PENDING ACTIONS WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E. MY ORGANIZATION, INCLUDING ANY SUBSIDIARY OR PREDECESSOR COMPANY OR ENTITY UNDER A DIFFERENT BUSINESS NAME, HAS NOT BEEN THE SUBJECT OF A BANKRUPTCY PROCEEDING, INCLUDING ANY PENDING BANKRUPTCY PROCEEDINGS WITHIN THE PAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F. MY ORGANIZATION HAS THE FINANCIAL RESOURCES AND MANAGEMENT CAPACITY NECESSARY TO FULFILL THE REQUIREMENTS OF OUR PROPOSED CONTRACT WITH LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT, TO OUR KNOWLEDGE, BEEN THE SUBJECT OF A POOR PERFORMANCE COMPLAINT, CONFLICT OF INTEREST CONCERN, OR OTHER ETHICS INQUIRY AT LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING TO LAUSD ANY ISSUES CONCERNING OUR RESPONSIBILITY, SO THAT THE	<div style="border: 1px solid black; width: 80px; height: 40px;"></div>	

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

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

A. MY ORGANIZATION AND OUR REPRESENTATIVES WILL MAINTAIN A CONE OF SILENCE AND AVOID ALL PROHIBITED COMMUNICATIONS WITH LAUSD OFFICIALS DURING THE REQUIRED TIMES OF LAUSD'S CONTRACTING PROCESS. WE WILL NOT REQUEST OR ACCEPT – EITHER DIRECTLY OR INDIRECTLY – ANY PROTECTED INFORMATION REGARDING PRESENT OR FUTURE CONTRACTS BEFORE THE INFORMATION IS MADE PUBLICLY AVAILABLE AT THE SAME TIME AND IN THE SAME FORM TO ALL OTHER POTENTIAL BIDDERS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. MY ORGANIZATION AND OUR REPRESENTATIVES WILL PROTECT THE CONFIDENTIALITY OF ALL INFORMATION GARNERED THROUGH THE CONTRACTING PROCESS AND OUR WORK WITH LAUSD. WE UNDERSTAND THAT USING SUCH INFORMATION, DIRECTLY OR INDIRECTLY, FOR PERSONAL, FINANCIAL OR OTHER PRIVATE INTERESTS IS STRICTLY PROHIBITED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT PARTICIPATED IN <u>ANY</u> ASPECT OF DEVELOPING THE SCOPE OF WORK, SOLICITATION DOCUMENTS, TECHNICAL SPECIFICATIONS, EVALUATION CRITERIA, PROCUREMENT CONSIDERATIONS, OR OTHER CONTRACTUAL INSTRUMENTS FOR THIS CONTRACT.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. MY ORGANIZATION AND OUR REPRESENTATIVES KNOW OF NO LAUSD OFFICIAL WITH AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES WHO HAS PARTICIPATED IN <u>ANY</u> ASPECT OF THIS CONTRACT. WE KNOW THAT AN ECONOMIC INTEREST EXISTS WHENEVER AN OFFICIAL, HIS OR HER SPOUSE, AND ANY DEPENDENT CHILDREN HAS A DIRECT OR INDIRECT FINANCIAL INTEREST OR LIABILITY IN EXCESS OF \$1000 IN AN ENTITY; HAS RECEIVED INCOME WITHIN THE PAST 12 MONTHS FROM THE ENTITY; HAS SERVED AS AN OFFICER, DIRECTOR, COMMITTEE MEMBER OR AN EMPLOYEE OF THE ENTITY (EVEN IN AN UNPAID CAPACITY); OR HAS RECEIVED A GIFT FROM AN ENTITY OVER LAUSD'S GIFT LIMIT.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY ALL THE INTEGRITY REQUIREMENTS OF LAUSD'S CONTRACTING PROCESS. WE WILL BE CAUTIOUS TO AVOID ANY ACTIONS THAT COULD BE SAID TO INTERFERE WITH AN OPEN AND UNIFORM CONTRACTING PROCESS.	<div style="border: 1px solid black; width: 100px; height: 40px;"></div>	

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

A. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH OR ON BEHALF OF LAUSD IN A MANNER THAT WOULD BE REASONABLY KNOWN TO CREATE OR LEAD TO A PERCEPTION OF SELF-DEALING.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH ANY LAUSD OFFICIAL* WHO HAS AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES. WE UNDERSTAND THAT DOING SO COULD VIOLATE GOVERNMENT CODE SECTION 1090 AND RESULT IN A VOID CONTRACT IN WHICH WE MAY OWE RESTITUTION TO LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT MAKE OR PARTICIPATE IN THE MAKING OF LAUSD DECISIONS WHEN OUR PERSONAL FINANCIAL INTERESTS CAN BE AFFECTED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. MY ORGANIZATION WILL NOT ALLOW ANY OF OUR REPRESENTATIVES TO CONDUCT BUSINESS DIRECTLY WITH ANY LAUSD OFFICIAL WHO IS A CLOSE RELATIVE OR COHABITANT, OR WITH WHOM THERE IS A CLOSE ECONOMIC ASSOCIATION. WE UNDERSTAND THAT ANY TIME THERE IS A CLOSE FAMILY OR PERSONAL RELATIONSHIP INVOLVED BETWEEN OUR REPRESENTATIVES AND AN LAUSD OFFICIAL WHO IS INVOLVED IN THIS WORK OR WHO HAS OVERSIGHT, WE MUST WORK WITH LAUSD TO IMPLEMENT THE NECESSARY SAFEGUARDS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT WORK ON BEHALF OF ANOTHER CLIENT ON A MATTER THAT WOULD BE REASONABLY SEEN AS IN CONFLICT WITH WORK PERFORMED FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT BEGIN ANY PROSPECTIVE EMPLOYMENT OR CONSULTING DISCUSSIONS WITH ANY CURRENT LAUSD OFFICIAL WITHOUT IMPLEMENTING THE NECESSARY SAFEGUARDS ESTABLISHED BY STATE LAW AND LAUSD SINCE AN OFFER OF COMPENSATION CAN CREATE A CONFLICT.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT GIVE ANY GIFTS OR PERSONAL BENEFITS A) TO ANY LAUSD PROCUREMENT OFFICIAL, B) TO ANY LAUSD OFFICIAL IN EXCESS OF LAUSD'S ESTABLISHED GIFT LIMIT, OR C) TO ANY LAUSD OFFICIAL WITHOUT THE REQUIRED DISCLOSURE, IF DISCLOSURE IS REQUIRED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING IN WRITING ALL POTENTIAL OR ACTUAL CONFLICTS, ON AN ONGOING BASIS, TO	<div style="border: 1px solid black; width: 100px; height: 40px;"></div>	

THE LAUSD OFFICIALS DESIGNATED IN THE CODE, SO THAT ANY CONFLICTS CAN BE APPROPRIATELY REMEDIED.

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

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

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

A. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT LAUSD OFFICIAL TO LOBBY LAUSD, NOR WILL WE COMPENSATE ANY FORMER LAUSD OFFICIAL TO LOBBY LAUSD BEFORE A ONE (1) YEAR PERIOD HAS ELAPSED FROM THAT OFFICIAL’S LAST DATE OF EMPLOYMENT WITH LAUSD. WE UNDERSTAND THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION-MAKING, INCLUDING MARKETING EFFORTS.	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
B. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO WORK ON A MATTER THAT THE OFFICIAL HAS BEEN PERSONALLY AND SUBSTANTIALLY INVOLVED WITH IN THE PRECEDING 12 MONTHS.	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
C. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO PERFORM ANY SERVICES ON A CONTRACT THAT THE OFFICIAL HAS SUBSTANTIALLY PARTICIPATED IN WITHIN THE PRECEDING TWO (2) YEARS.	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
D. MY ORGANIZATION WILL ENSURE THAT ANY REPRESENTATIVE WHO IS CONTRACTED TO ACT IN THE CAPACITY OF AN LAUSD OFFICIAL WILL DISQUALIFY HIMSELF OR HERSELF FROM MAKING ANY GOVERNMENTAL DECISIONS FOR LAUSD RELATING TO A PRIVATE SECTOR INTEREST, INCLUDING MATTERS INVOLVING OUR ORGANIZATION, UNTIL A ONE (1) YEAR PERIOD HAS ELAPSED FROM THE TIME THE INTEREST HAS BEEN DISPOSED OR SEVERED.	<input type="checkbox"/>	<input type="checkbox"/>
	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 WILL UPHOLD ALL THE PROVISIONS OF LAUSD’S REVOLVING DOOR COOLING PERIOD RESTRICTIONS. WE RESPECT THE NEED FOR PUBLIC AGENCIES TO ENSURE THAT NO UNFAIR COMPETITIVE ADVANTAGE IS EXTENDED DUE TO THE HIRING OF CURRENT OR FORMER PUBLIC OFFICIALS.	<div style="border: 1px solid black; width: 100px; height: 100px;"></div>	

Disclosure of Your Representatives

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

Disclosure Relating to Current & Former LAUSD Officials

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

A. MY ORGANIZATION AND OUR REPRESENTATIVES ARE <u>NOT</u> COMPENSATING ANY CURRENT LAUSD OFFICIALS. WE KNOW THAT AN LAUSD OFFICIAL IS BROADLY DEFINED TO INCLUDE “ANY BOARD MEMBER, EMPLOYEE, CONSULTANT OR ADVISORY MEMBER OF LAUSD” WHO IS INVOLVED IN MAKING RECOMMENDATIONS OR DECISIONS FOR LAUSD.	<input type="checkbox"/>	<input type="checkbox"/>
	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"/>	<input type="checkbox"/>
	Yes	No

For each “No” answer below, attach an additional sheet of paper with the heading “Disclosure Obligations – Other Affiliations” and provide the following: 1) the full name of the LAUSD official(s) involved, 2) the official’s current LAUSD position title held and department worked, and 3) the details of the official’s relationship or affiliation with your organization or representatives.

C. MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING THE FAMILY MEMBERS OF ANY LAUSD OFFICIALS WHO ARE INVOLVED WITH THIS CONTRACT OR OUR WORK FOR LAUSD.	<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

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

Lobbying Disclosure		
E. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN ANY LAUSD LOBBYING ACTIVITIES WITHOUT THE APPROPRIATE REGISTRATION AND DISCLOSURE THROUGH LAUSD’S ETHICS OFFICE WEBSITE (HTTPS://ACHIEVE.LAUSD.NET/PAGE/14037). WE UNDERSTAND THAT UNDER LAUSD’S LOBBYING DISCLOSURE CODE, REGISTRATION IS REQUIRED IF WE ARE PAID BY A CLIENT TO LOBBY LAUSD, OR IF WE WILL SPEND MORE THAN \$10,000 THIS YEAR TO LOBBY LAUSD ON OUR OWN BEHALF. WE KNOW THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION, INCLUDING MARKETING AND PROMOTIONAL EFFORTS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

State-Mandated Statement of Economic Interests (for professional services contracts only)		
F MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY THE FINANCIAL DISCLOSURE REQUIREMENTS OF CALIFORNIA’S POLITICAL REFORM ACT WHICH REQUIRES INDIVIDUAL CONTRACTORS AND THEIR REPRESENTATIVES TO DISCLOSE ECONOMIC INTERESTS THAT COULD BE FORESEEABLY AFFECTED BY THEIR EXERCISE OF CONTRACTUAL DUTIES.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If the answer is “No” below, attach an additional sheet of paper with the heading “State-Mandated Statement of Economic Interests” and provide the following: 1) the full name of each of your representatives who will make governmental decisions or participate in the making of governmental decisions for LAUSD in this contract, 2) a detailed scope of the responsibilities and services each individual will provide to LAUSD, and 3) a valid e-mail address for each representative. Before a contract is executed, these individuals will have to complete a Statement of Economic Interests which can be downloaded from: : https://achieve.lausd.net/Page/14037		
G. MY ORGANIZATION AND OUR REPRESENTATIVES WILL <u>NOT</u> BE INVOLVED IN PERFORMING ANY ACTIVITIES OR DECISION-MAKING FOR LAUSD IN THIS CONTRACT SUCH AS: OBLIGATING LAUSD TO A COURSE OF ACTION; APPROVING PLANS, DESIGNS, REPORTS OR STUDIES FOR LAUSD; ADOPTING POLICIES, STANDARDS AND GUIDELINES FOR ANY SUBDIVISION OF LAUSD; AUTHORIZING LAUSD TO ENTER INTO, MODIFY, OR RENEW A CONTRACT; NEGOTIATING ON BEHALF OF LAUSD; ADVISING OR MAKING RECOMMENDATIONS TO LAUSD DECISION-MAKERS; CONDUCTING RESEARCH OF INVESTIGATIONS FOR LAUSD; PREPARING A REPORT OR ANALYSIS THAT REQUIRES AN EXERCISE IN JUDGMENT OR PERFORMING DUTIES SIMILAR TO AN LAUSD STAFF POSITION WHICH IS ALREADY DESIGNATED AS A FILER POSITION IN LAUSD’S CONFLICT OF INTEREST CODE.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H. BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL OUR PUBLIC DISCLOSURE OBLIGATIONS WITH LAUSD. WE UNDERSTAND THAT PROVIDING TRANSPARENCY HELPS TO ENSURE GREATER ACCOUNTABILITY AND PUBLIC TRUST.		

A. MY ORGANIZATION AND OUR REPRESENTATIVES WILL ADVISE LAUSD OF ANY CHANGE IN THE OWNERSHIP OR OPERATIONAL AND MANAGERIAL CONTROL OF OUR ORGANIZATION WITHIN 10 BUSINESS DAYS OF SUCH CHANGE.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN POLITICAL SUPPORT AND ACTIVITIES ON LAUSD TIME OR WITH LAUSD RESOURCES UNLESS WE HAVE BEEN RETAINED BY LAUSD TO SPECIFICALLY ENGAGE IN THOSE ACTIVITIES. WE UNDERSTAND THAT LAUSD RESOURCES INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT SUBMIT ANY FALSE CLAIMS FOR PAYMENT TO LAUSD, AND WE WILL NOT MAKE ANY SUBSTITUTION FOR GOODS, SERVICES OR TALENT THAT DO NOT MEET CONTRACT SPECIFICATIONS WITHOUT PRIOR WRITTEN APPROVAL BY LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD ASSETS AND RESOURCES FOR PURPOSES WHICH DO NOT SUPPORT LAUSD’S WORK. WE UNDERSTAND THAT LAUSD ASSETS INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

E.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD NAMES AND MARKS, OR SUGGEST ANY LAUSD ENDORSEMENT IN ANY WAY, WITHOUT THE APPROPRIATE WRITTEN LAUSD APPROVAL.	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No
F	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT LET ANY SUSPECTED VIOLATIONS OF LAUSD'S CONTRACTOR CODE OF CONDUCT GO UNADDRESSED. WE UNDERSTAND THAT GOOD FAITH REPORTING OF SUSPECTED VIOLATIONS TO LAUSD'S OFFICE OF THE INSPECTOR GENERAL IS ENCOURAGED.	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No
G.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ENSURE ETHICAL AND RESPONSIBLE USE OF PUBLIC TAX DOLLARS FOR MAXIMUM STUDENT BENEFIT BY COMMITTING TO TRUST-BUILDING PRACTICES AND BY PROVIDING EXCELLENCE, HIGH QUALITY, INNOVATION AND COST EFFECTIVENESS IN THE PRODUCTS AND SERVICES WE WILL DELIVER TO LAUSD.	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	

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

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

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

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

a. DISTRICT POLICY

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

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

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

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

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

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

9. **CERTIFICATION OF COMPLIANCE WITH THE DISTRICT’S SWEAT-FREE PROCUREMENT POLICY – continued**

b. **COMPLIANCE CERTIFICATION**

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

For any award made under this bid:

1. The Bidder/Contractor and its subcontractors certify that all goods and/or services will be manufactured, supplied, and/or provided in compliance with the applicable labor laws and non-poverty wage standards of the country or countries of origin, **and,**
2. The Bidder/Contractor and its subcontractors will abide by **all** other provisions of the District’s Sweat-Free Procurement Policy, as outlined on the previous page (Section II.B, Item #9 a), **and,**
3. Should the District find that the Bidder/Contractor, or any of its subcontractors, is in violation of the aforementioned laws/provisions, the Contractor shall be subjected to the consequences for violation, which may include, but not limited to, agreed upon liquidated damages, contract termination, vendor default, and/or debarment action being taken, **and,**
4. If the Bidder/Contractor is unable to certify to any of the statements in this certification, the Bidder agrees to attach an explanation to its bid.

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

1. That I have read and understand the District’s *Sweat Free Procurement Policy* (Item #9 a) which is incorporated and made part of this certification, **and,**
2. That should an award be made, all goods and/or services provided by the Contractor and its subcontractors will be in compliance with the District’s Sweat Free Procurement Policy.

Name of Firm: _____

Signature

Printed name

Title

Dated this: _____ Day of _____, 20____

Bidder (firm's) Name: _____
Subcontractor/Supplier: _____

10. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM

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

1. Name of Bidder (Contractor) (Prime)

Principal/Contractor

Contact Name and Telephone No.

Partners/Officers/Stockholders

Partners/Officers/Stockholders

Parent Company (if any)

Partners/Officers/Subsidiaries

Subsidiaries (if any)

Partners/Officers Stockholders

2. NAME OF SUBCONTRACTOR NO.1

Principal/Contractor

Contact Name and Telephone No.

Partners/Officers/Stockholders

NAME OF SUBCONTRACTOR NO.2

Principal/Contractor

Contact Name and Telephone No.

Partners/Officers/Stockholders

NAME OF SUBCONTRACTOR NO. 3

Principal/Contractor

Contact Name and Telephone No.

Partners/Officers/Stockholders

10. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM- continued

A. CONFLICT OF INTEREST

1. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this warranty, or violation of any other prohibition in this Article, the District shall have the right to terminate the Contract for failure of Contractor to fulfill its Contract obligations.
2. Contractor agrees that, for the term of the Contract, no member, officer, or employee of the District, or of a local public body during their employment and for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract, or to any benefit arising thereof as prohibited by Government Code § 1090 and 87100.
3. The employment by Contractor of personnel on the payroll of the District for the performance of Work under the Contract will not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on the District payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing the Contract or a related Contract with the District, is also prohibited.
4. Neither the Contractor nor its employees nor its Subcontractors or their employees shall give or offer to give any campaign contribution to any member of the District in violation of Government Code Section 84308.
5. The Contractor shall not be permitted to participate in any capacity in Contracts, Subcontracts or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.

B. COVENANT AGAINST CONTINGENT FEES

1. The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract pursuant to the Article entitled TERMINATION FOR DEFAULT herein. In addition to any rights and remedies otherwise provided for in the contract, by law, the District may deduct from the Total Contract Price or considerations, or otherwise recover, the full amount of the contingent fee.
2. "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.

10. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM- continued

B. COVENANT AGAINST CONTINGENT FEES - continued

3. "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.
4. "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing a District Contract.
5. "Improper influence", as used in this Article, means any influence that induces or tends to induce a District employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding a District Contract on any basis other than the merits of the matter.

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

Bidder (Company) Name: _____

Print Name: _____ Title: _____

Signature

Date

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11. CERTIFICATION REGARDING DEBARMENT

SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549)

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

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

- a.** Are not presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded by any Federal department or agency;
- b.** Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c.** Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph **b.** (above) of this certification; and
- d.** Have not within a three-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to the Bid.

Name of Firm: _____

By: _____
(Signature)

By: _____
(Print Name)

Title: _____

Dated this _____ **Day of** _____, 201 _____

SECTION II

C. PRODUCT SPECIFICATIONS

MINIMUM SPECIFICATIONS

The software license renewal configurations provided herein are for the District's minimum specifications only. The District reserves the right to modify, alter, and/or upgrade certain components and shall be covered under the provision of this contract.

A. Laserfiche Software License and Annual Maintenance Renewal

1. Must be a manufacturer or Laserfiche authorized partner/reseller.
2. Must be able to provide licensing entitlements, subscription, and support for the following:

Public Portal for Unlimited Laserfiche Server	Education Users
Quick Fields Complete Package	Quick Fields Agent
Import Agent	Software Development Kit (SDK)
Rio Named Full User	Forms Professional -Rio
Records Management	VIP Hours (Optional)

3. Must also cover future additional software products, licensing entitlements, subscription and support, and maintenance under Laserfiche Software License and/or Laserfiche License Subscription Agreements. If the additional products, licenses, subscriptions, etc. are purchased in the middle of the term, then the addition must be able to be prorated to the end of the current period term.
4. Provide annual licensing entitlements, subscription and support, and maintenance renewals during the term of the contract. Refer to Section III – Rate Schedule section for a renewal product list.

SCOPE

The system should include support for the following areas of solutions:

1. Single Sign On and Active Directory Support:

- The System shall utilize District's Single Sign-on in Azure Active Directory, on- premise Active Directory Federated Service (ADFS), and Oracle Identity Cloud Service (IDCS) to authenticate LAUSD users to access the web site.
 - Support for ADFS/SAML 2.0
 - Support for policy-based access
 - Support AD Security Group based user access profile set up

2. System Requirements:

- The system should be either cloud-based Software as a Service (SAAS), web hosted Infrastructure as a Service (IAAS), on-premise, or hybrid solution. The administration and security for the Enterprise Content

Management software adheres to all CIPA, and COPA requirements in addition to user log in tracking and monitoring of document access, editing, and downloading. The application must adhere to all State and Federal regulations relating to student data privacy and confidentiality. This includes, but is not limited to, the Family Educational Rights and Privacy Act (FERPA), Individuals with Disabilities Education Act (IDEA), and the Health Insurance Portability and Accountability Act (HIPAA).

- Assigned system administrators shall be able to assign, approve, and remove user roles and permissions through active directory security groups.
- The system should be hosted on either Windows or Linux operation systems if installed on premise.
- The system should support MS SQL Server 2016 or later version of database.
- The system should support document ingestion through TWAIN and/or ISIS Driver supported scanners, iOS and Android Mobile Devices, MS Office 365 tools. Faxes are supported for fax systems that store faxes on a network drive. MS OneDrive, Google Drive are supported through the manual drag and drop of files.
- The system should support SOAP or REST Web Services or provide SDK to support
- The system should allow defining/configuring of workflows and online Electronic Forms through user friendly design/development tool.
- The system should support records management and support document auto categorization and implement different document retention policies based on document category.
- The system should support high volume transaction activities and process automation.
- The system should equip built in analytics and reporting tool. Note that the built in reporting tool will allow for system administrators to view number of concurrent users as well as historical data on concurrent users.
- The system should support integrations and web API/database interfaces with LAUSD common line of business (LOB) solutions, , Office 365, MiSiS, Integrated Operational Data Warehouse (IODS), and other major systems.
- The system should be in compliance with Americans with Disabilities Act (ADA) Section 508 AA standard.
- The system should support monitoring of network folders and importing file automatically or through scheduled file import job.
- The system should equip with document bulk loading utilities.
- The system should support digital signatures.
- The system should equip with public document access portal/library and support public document publishing with approval workflows and versioning control.
- The system should allow access through web browsers without downloading any plug-ins and support all major web browsers. The system should be mobile responsive and support Android and iOS operation system.
- The system should support document access monitoring, audit trail, watermark, versioning control, and life cycle management.
- The system should integrate with MS office 365 email service and

Exchange/SMTP servers for user notification.

- The system should equip with disaster recovery/business continuity, archive and documents/metadata auto backup and recovery utilities.
- The system should support records in different format, including all Microsoft document formats, commonly used photo, video, audio file formats.

3. Functional Requirements:

CONTENT MANAGEMENT SYSTEM REQUIREMENTS:

- The system should support records in different format, including all Microsoft document formats, commonly used photo, video, audio file formats.
- Capture and ingestion of content in digitized file formats — Including scanning and optical character recognition (OCR), Image Character recognition (ICR), Barcode/QR code Recognition and Optical Mark Recognition (OMR), migration, automatic content generation or user-generated files. (supported formats should include .pdf and .tif file types).
- Management and retention of digitized content files and associated metadata — Declaring and managing systems of record, information governance, content life cycle and metadata management.
- Business processing of digital content — Workflow development and creation, integration with enterprise systems and data, line-of-business (LOB) process and purpose-focused applications.
- User productivity working with digital content — Through effective access and navigation, search and retrieval, or interfaces to content files.
- Platform services for digital content — Integrated content-related services and repositories, with support for integration with external applications, services and repositories through connectors or customized interfaces using APIs.
- Administration of digital content and platforms — Through administrative tools, dashboards or visualization to support the operation and management of the Content Service Platform.
- Optional services (for example, content analytics and BI, web content management, file sync and share) may be supplied through partners or integration. Features provided by partners must be tightly integrated with the vendor's product and transparent to the end user.
- ECM solution include the following functions and features:
 - Content Services. Vendor provides integrated content services natively or as active third-party technical integrations, providing services that support the following content-related activities:
 - Repository services
 - Capture and ingestion
 - Management and retention

- Business processing
- Usability and navigation
- Platform Services. Vendor includes services and tools to support ECM management, security and deployment. Vendor must provide native and integrated platform services, including but not limited to:
- Content security — multifactor authentication, policies, classifications, SAML, encryption in transit and at rest, legal holds. Laserfiche will address real-time malware scanning options with the Laserfiche Development team.
- Repository — native repository with support for multiple and external repositories
- Data management — geolocation, data residency, storage, disposition, backup and restore
- System optimization — usage statistics, scalability
- Deployment options — on-premises, cloud, hybrid, managed services
- Client interfaces — web, desktop, mobile apps
- Admin — central management console, policy management, usage dashboards, group management, user provisioning, content usage analytics and dashboards
- Integration. Vendor must offer integration capabilities through available APIs
- The system should have the below capabilities that provide services and functionality to support
- Administration. Controls and options for administration of the CSP including server and endpoint operating systems, general system administration, management dashboards and reporting tools.
- Analytics and reporting. Enable users to discover insights regarding the content and data stored in the ECM. Such insights can be surfaced in dashboards and structured reports, either provided directly by system administrators or configurable by end users.
- Capture. The ability to digitize information and have it stored in the content repository. The capture of paper-based information and electronic contents through desktop tools or mobile devices.
- Collaboration. Collaboration capabilities support working jointly on projects, using a common set of documents, including recommendations, commenting, sharing, co-authoring, markup, tasks, and redact. The “workspace” construct enables a persistent secure space for extended content collaboration.
- Content management. Provision of standard content controls for documents, images and other media. This includes features to support importing, editing, viewing multiformat content, versioning and annotating.
- Content security. Protection of content Information governance. Enable LAUSD to be compliant with regulatory and organizational mandates, including certification with international standards and formal controls for long-term content preservation.
- Productivity. Integrated and intuitive designs offer seamless cross-device access to files, productivity and business applications.
- Search. The ability to search for information either directly in the content or by using the metadata associated with the content, and then retrieve a set of results.
- System security. Support encryption of communication and logging of user activity.

- Workflow and process. Allow ad hoc task assignment with approval-type process and enable authorized users to define flows and UIs (represented as forms) suitable for end users to utilize for any number of business processes.
- Support document uploading or online e-form submission by public community members or parents without using LAUSD Single Sign On account.
- Availability of pre-packaged solution and templates with prebuilt integration with other popular line of business applications
- Support intelligent content service and Intelligent content searching capability
Support document full text indexing and search capability
- Support digital document library services

ENTERPRISE SCANNING/IMPORT SOLUTION REQUIREMENTS:

- The following specific metrics must be met:
- ICR – Must support Intelligent Character Recognition (Hand-Written field recognition – limited use case).
- OMR – Must Support Optical Mark Recognition (Bubble Mark Recognition)/Scantron style.
- Must provide support for Real Time Database lookup fields (Preferable context sensitive retrieval). MS SQL Server/Oracle
- Automated data capture and document classification
- Automated document image cleansing, line removal, alignment and rotating
- Support bulk importing and content ingestion.
- Must support scripting (VB Script, C# Script, VB.NET) for the content import
- Must include support for Zoning Recognition.
- Must include a Drop down / selectable list feature that supports custom selectable lists.
- Must be able to convert date fields into a preferred format. (mm/dd/yyyy, mm- dd-yyyy).
- Must Include Barcode recognition for Document separation techniques - by barcode, patch sheet (including patch sheet removal).
- Must support TWAIN and/or ISIS Driver supported scanners.
- Must support browser-based index and scan support.
- Must support document ingestion through mobile devices
- Support web browser-based scanning client
- The Product must support Windows Server 2016 or higher.
- Database support must include SQL Server 2016 or higher.

User and Role Management:

- Support for license and user role assignments based on user profiles or specific user attributes.
- Ability to create and deactivate accounts in application based on lifecycle state.
- Workflow support for approval and delegated approvals for Access and New
- User Account Request.

Software Licenses:

- The District intends to acquire software licenses for following usage.
 - System users with document read/write access (with concurrent users)
 - LAUSD users for documents uploading, e-Form submission, and read only document access
 - Non-LAUSD community members and parents for document uploading and e-Form submission
 - Imaging 10,000,000 pages per year (may need database lookup)
 - OCR/ICR 300,000 pages of documents with advanced database lookup and data extraction.

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SECTION II

D. TECHNICAL SPECIFICATIONS

1. DELIVERY REQUIREMENTS AND LOCATIONS

- a. The Contractor shall be responsible for delivery (F.O.B. Destination) and shall pay all costs, including drayage, freight, pallets, and packaging, which shall be included in the item's unit cost. No separate charges for proceeding will be allowed nor paid by the District. All deliveries shall be set-on the Districts' dock and/or pallet(s) as required by the District and must include a detailed delivery/packing slip.
- b. Purchase orders will be issued and e-mailed to the Contractor by the individual locations. All equipment/parts shall be delivered to the requesting location within thirty (30) calendar days. Contractor shall notify requesting location upon receipt of order for items that are not deliverable within this time period. At that time, the ordering location will determine if item(s) are to be back ordered, or other sources are to be used to acquire the item(s). No back orders are allowed without District approval.
- c. Contractor must coordinate with the receiving location for an acceptable delivery time between the hours of 8:00 a.m. to 4:00 p.m. Delivery slips showing purchase order number must be furnished by the Contractor and accompany each shipment.

2. AVAILABILITY OF MATERIALS

The District may purchase, from any source, essential material to support the District's standard IP based; surveillance, intrusion and access control hardware and software activities for the Information Technology Division, when the Contractor does not have the necessary material immediately available or as deemed necessary by the District.

3. PREFERENTIAL PRICING

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

4. PACKAGING AND IDENTIFICATION

- a. **Packaging:** Items shall be packaged sufficiently to protect them from damage during transit. Items which are repacked and delivered in a quantity less than a full case shall be clearly marked as such and if being delivered on a pallet shall be stacked at the top of the delivery.
- b. **Packing Slip:** Shall clearly show the District Purchase order number, District SKU number, quantity delivered, and description.
- c. **If Not Properly Packaged:** deliveries may be rejected, and all costs (return and re-delivery) shall be at the Contractor's expense.

5. PRODUCT SUBSTITUTION/MANUFACTURER'S BRAND CHANGE

This contract does **NOT** allow for product substitutions without written authorization by an Authorized District Representative. If, during the course of the Contract, there is a

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

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

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

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

7. CONTRACTORS VEHICLES

Any vehicles operated by the Contractor or their subcontractor shall be maintained in accordance with California Highway Patrol (C.H.P.) regulations. Any vehicle that develops leak while on a District premises shall not return onto District property until repaired. The Contractor is responsible to have oil residue and stains removed from the District property immediately and the affected area made safe, without cost to the District.

8. LIQUIDATED DAMAGES – N/A

The liquidated damages clause is not applicable to this IFB.

9. INSURANCE REQUIREMENTS

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

a. Commercial General Liability (CGL)

Includes both bodily injury and property damage.

\$1,000,000 per occurrence

\$ 100,000 fire damage

\$ 5,000 medical expenses

\$1,000,000 personal and advertisement injury

\$3,000,000 general aggregate

\$3,000,000 products/completed operation aggregate

9. INSURANCE REQUIREMENTS – continued

b. Commercial (Business) Automobile Liability (CA or BA)

Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence.

c. Cyber Insurance

\$1,000,000 occurrence/ \$1,000,000 aggregate

d. Workers' Compensation (WC)

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

Part A – Statutory limits

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

Exemption: Sole proprietors with no employees are exempt from providing WC Coverage. Contractors meeting this exemption requirement must sign a District Workers' Compensation Waiver Statement.

- e. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing, and all deductibles and retentions above \$100,000 require District approval.
- f. The contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal/cancellation notice provision. The Commercial General and Automobile Liability policies referred to in clauses A and B above shall name the District and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

10. SAFETY

Contractor's representatives operating vehicles on District property shall use extreme caution at all times - maximum speed is 5 M.P.H.

11. ASSIGNMENT/FINANCING

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written consent of the District and the surety on the Contract bonds (if applicable). The District's standard assignment form shall be used for any assignment requested by the Contractor and granted by the District.

The District will not sign any documents in connection with assignments or financing other than the District's standard form for "**Assignment of Contract Money**" or "**Assignment of Rights and Delegation of Duties on Contract**" which is available from the District's **Procurement Services Center** office located at: **8525 Rex Road, Pico Rivera, CA 90660.**

12. WARRANTY

Contractor warrants that goods and services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications, and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

During the term of the contract, the Contractor shall be responsible for performing the necessary warranty service, or if the Contractor is not a manufacturer authorized service provider, Contractor shall be responsible for obtaining warranty service and resolve warranty related issues on behalf of the District. The contractual relationship under this IFB, if awarded, is between the District and the Contractor (if Contractor is not the direct manufacturer), and not directly with the manufacturer.

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

13. PRODUCT SPECIFICATIONS

Product purchased under the terms of this contract shall be manufactured, packaged, and warranted by the indicated manufacturer. All products bid must be current production models. No pioneering or discontinued models shall be supplied unless otherwise approved by the District.

14. AUTHORIZED DEALER

The contractor if other than the manufacturer, shall be an authorized dealer and must provide written authorization/verification with the bid.

15. PERMITS AND LICENSES

All work shall comply with the needs of the District. The Contractor and all their employees and/or Subcontractor(s) shall secure and maintain in force such permits, licenses, certificates and other documents as are required by State, County, City or other governmental or regulatory bodies to legally engage in and perform the services to be provided under the Contract. Specifically, the Contractor shall observe and comply with the Department of Health Services, CAL/OSHA, South Coast Air Quality Management District, State and Federal Environmental Regulations, Fire Codes and all other applicable laws, ordinances, and regulations in their operations.

16. PERFORMANCE REVIEW

A performance review will be conducted by the District to ensure services are performed satisfactorily by the Contractor. The contractor will be notified by the District of their performance. If the review is unsatisfactory, the Contractor will be required to submit a corrective action plan to address the deficiencies. If the performance is not improved, the contract will not be renewed and the option years will not be exercised.

17. FINGERPRINTING

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

- a. Any employee or agent of Contractor, and any employee or agent of Contractor's subcontractors, who may have contact with pupils must submit his or her fingerprints to the California Department of Justice (DOJ) in a manner authorized by the DOJ to determine whether the employee or agent has been arrested or convicted of any crime. Contractor will be responsible for any expenses arising from its compliance with this Section, including, but not limited to, the payment of any fee required for fingerprinting or the processing thereof.
- b. Contractor shall not permit an employee or other person requiring fingerprinting to come in contact with pupils until the DOJ has ascertained that the person has not been convicted of a felony as defined in Education Code Section 45122.1. Upon Contractor's receipt of such clearance from DOJ, Contractor shall certify in writing to District that none of the Contractor, its subcontractors and any of their employees or agent who are required by District to submit their fingerprints to the DOJ and who may come in contact with pupils have not been convicted of a felony as defined in Section 45122.1.
- c. Alternatively, the District may require Contractor to provide continual supervision and monitoring of all employees and agents of Contractor and Contractor's subcontractors by an employee of Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony, as defined by the California Penal Code Sections 667.5 and 1192.7. If the District elects to require this supervision, the Contractor shall supply the supervision at no additional cost to the District.
- d. The Contractor shall remove immediately from the District property any employee or agent (including employees or agents of its subcontractors) who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.17.

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

18. NON SPECIFICALLY PRICED (NSP) ITEMS

The District reserves the right to purchase from the Contractor items/products not listed specifically in this bid but listed in the submitted Manufacturer's Price Book. Such items shall be made available and given discounts. Pricing shall be provided on an "individualized quotation basis" per project, and shall not exceed the prevailing State competitive bid limit at the time of issuance of the purchase order. The offered discount shall not affect the basis of award. State the percentage discount for NSP items on the Rate Schedule.

NSP Discount: _____%

SECTION II

E. BIDDER QUESTIONNAIRE

TO THE BIDDER:

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

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

Name: _____

Address: _____

Telephone: _____

Web Site: _____

2. EXPERIENCE

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

Number of years in business: _____years.

3. REFERENCES

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

a. Firm's Name: _____

Address: _____

Contact Person: _____Telephone: _____

E-Mail Address: _____

b. Firm's Name: _____

Address: _____

Contact Person: _____Telephone: _____

E-Mail Address: _____

c. Firm's Name: _____

Address: _____

Contact Person: _____Telephone: _____

E-Mail Address: _____

4. BIDDER QUALIFICATIONS

Provide, **(include with bid)** sufficient information regarding your firm’s qualifications to provide for the District’s product/service needs. You may include supporting literature and attachments which the District may use to establish the responsibility and capacity of your firm to meet District requirements.

5. SUBMITTAL/PROOF OF INSURANCE

Provide **(include with bid)** evidence of insurance in compliance with insurance requirements indicated in the Technical Specifications (see Section II C, Item #8).

6. SUBMITTAL OF MANUFACTURING PLANT LOCATIONS

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

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

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

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

SECTION III RATE SCHEDULE SECTION

Los Angeles Unified School District
Information Technology Division
333 South Beaudry Ave., Los Angeles, CA 90017



LASERFICHE ENTERPRISE CONTENT MANAGEMENT/CONTENT SERVICE PLATFORM AND ENTERPRISE SCANNING SOLUTION SOFTWARE

Company Name: _____

Valid term (Start & End Dates): _____

IMPORTANT: IMPORTANT: % Discount (Pricing) is locked in for the next 5 years but annual Purchase Orders (POs) will be issued.

1. LICENSE/SUBSCRIPTION RENEWAL

Item	Product Description	Product Code	Quantity	Unit	Year 1 7/1/2025 - 6/30/2026	Year 2 7/1/2026 - 6/30/2027	Year 3 7/1/2027 - 6/30/2028	Year 4 7/1/2028 - 6/30/2029	Year 5 7/1/2029 - 6/30/2030
1	Public Portal for Unlimited Laserfiche Server	JSPLSXB	1	Per user device					
2	Education Users	JSEDCOMB	80,000	Per user device					
3	Quick Fields Complete Package	QCXB	1	Per user device					
4	Quick Fields Agent	QFAB	1	Per user device					
5	Import Agent	IAB	1	Per user device					
6	Software Development Kit (SDK)	TKB	1	Per user device					
7	Rio Named Full User	ENF20B	2500	Per user device					
8	Forms Professional - Rio	EFRMB	2500	Per user device					
9	Records Management	ERMB	2500	Per user device					

2. NEW LICENSE/SUBSCRIPTION *

Item	Product Description	Product Code	Quantity	Unit	Year 1 7/01/2025- 6/30/2026 Price Per Unit	Year 2 7/01/2026- 6/30/2027 Price Per Unit	Year 3 7/01/2027- 6/30/2028 Price Per Unit	Year 4 7/1/2028- 6/30/2029 Price Per Unit	Year 5 7/1/2029- 6/30/2030 Price Per Unit
1	Education Users	JSEDCOMB	1	Per user device					
2	Rio Named Full User	ENF20B	1	Per user device					
3	Forms Professional - Rio	EFRMB	1	Per user device					
4	Records Management	ERMB	1	Per user device					

3. Catalog / Additional Discounts

Item	Product Description	% Discount Rate		
		Product Code	Quantity	Price Per Unit
1	VIP 24hr Package (redesigning workflow, reformatting forms, training sessions, etc.)	VIP003	1	
2	VIP 40hr Package (redesigning workflow, reformatting forms, training sessions, etc.)	VIP002	1	
3	VIP 80hr Package (redesigning workflow, reformatting forms, training sessions, etc.)	VIP001	1	

* If purchased in the middle of the term, then must be able to be prorated to the end of the current period term.

** These are optional services for the District.

NON SPECIFICALLY PRICED (NSP) ITEMS

The District reserves the right to purchase from the Contractor items/products not listed specifically in this bid but listed in the submitted Manufacturer's Price Book. Such items shall be made available and given discounts. Pricing shall be provided on an "individualized quotation basis" per project, and shall not exceed the prevailing State competitive bid limit at the time of issuance of the purchase order. The offered discount shall not affect the basis of award. State the percentage discount for NSP items on the Rate Schedule.

NSP Discount: _____%

SECTION IV

A. GENERAL BID CONDITIONS

1. AWARD OF CONTRACT

If an award is made pursuant to the bidding process, the Contract will be awarded according to the authority granted by the Board of Education of the Los Angeles Unified School District under California law (e.g., the Public Contract Code, Education Code, and Government Code). Ordinarily, contracts are awarded to the lowest responsive and responsible bidder. However, certain statutes, (e.g., Education Code Sections 39645 and 39802) authorize award for certain contracts to other than the lowest responsive and responsible bidder, at the discretion of the Board of Education. The Board of Education reserves the right to award in accordance with the fullest authority granted it under State law.

Moreover, certain contracts are designed to be awarded to the lowest or best bidder on specific items or parts. In such situations, this intention is delineated in the bidding documents. Bidders are cautioned and urged to pay specific attention to all terms and conditions in the bidding documents pertaining to such awards.

Bidders should retain a copy of their bid and all bidding documents. In the event of an award, the bid and all bidding documents will become the Contract Agreement. The only other document provided to the successful bidder will be a letter regarding the Notice of Acceptance of Bid and Award of Contract.

ORDERING PROCEDURES - The Contractor shall receive and accept any orders placed using either District approved purchase orders or by use of the P-Card. All items/services specified in this contract will be ordered by issuance of individual purchase orders or P-Card transactions throughout the life of this contract. The Contractor shall not deliver any product to any District location without the prior issuance of an official “District Purchase Order” or “P-Card Transaction.”

2. FORCE MAJEURE

The parties to the Contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by “Act of God”, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party. Provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

Upon issuance of an award, the Contractor shall as part of subject Contract, establish lines of communication which shall require the Contractor and/or principal subcontractor to issue notices of strikes or other work stoppages within 24 hours of the occurrence of such events. Failure of the Contractor to notify the District timely shall entitle the District to pursue such remedies as are available under the provisions of the Contract.

The Contractor will be granted an extension of time for any portion of a delay in completion of the Work caused by acts of a public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, strikes, weather more severe than normal, any other cause not in the reasonable control of the Contractor or acts of God, providing that the:

2. FORCE MAJEURE- continued

- a. Aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor;
- b. Contractor has taken reasonable precautions to prevent further delays owing to such causes; and
- c. Contractor notifies the District in writing of the cause(s) for the delay within five (5) days from the beginning of any such delay.

3. PUBLIC RECORDS ACT

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

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

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

4. DISTRICT RIGHTS

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

- a. Reject any and all bids.
- b. Issue subsequent IFB solicitations.
- c. Cancel the entire IFB.
- d. Remedy technical errors in the IFB process.
- e. Appoint evaluation committees to evaluate bids.
- f. Seek the assistance of outside technical experts in bid evaluation.
- g. Approve or disapprove the use of particular subcontractors
- h. Award a contract to one or more bidders.

5. EXAMINATION OF CONTRACT DOCUMENTS

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

6. EXAMINATION OF ACTUAL CONDITIONS

The Bidder should be satisfied by personal examination and by such other means as it may prefer as to the actual conditions and requirements under which the service must be performed/products provided. If upon inspection and examination by the Bidder that there are any existing conditions or requirements of the service which are not completely understood by the bidder, contact Contract Administration and Procurement Services Branch at the telephone number listed on the cover letter to request clarification.

Any prospective bidder wishing to visit District locations in connection with requirements of this bid must schedule such visits in advance with the Site Administrator. Please visit www.lausd.net for District locations and contact information.

7. ACCEPTANCE, REJECTION OR WITHDRAWAL OF BID

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

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

The successful Bidder will be notified by the District of an award of contract through the issuance of a "Notice of Acceptance of Bid and Award of Contract". No other contract documents shall be issued. The Bidder's signed bid as submitted and accepted by the District shall constitute the Agreement (subject to conditions set forth in the "Notice of Acceptance of Bid and Award of Contract").

8. INSPECTION OF BIDDER'S FACILITY

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

9. BIDDER'S PAST PERFORMANCE

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

10. BIDDER'S INFORMATION WITH BID

A completed "Bidder Questionnaire" shall be submitted as part of the bid package. The information provided therein will be used solely for evaluating the qualifications of the Bidder and their organization to carry out satisfactorily the terms of a contract. The questionnaire must be filled out accurately, completely and submitted with the bid. Any errors, omissions, or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

The information contained in the questionnaire will be considered confidential and made available only to employees of the Los Angeles Unified School District or Members of the Board of Education. Bidders desiring additional information concerning the questionnaire or any of the other documents comprising the Bid or Contract Specifications may contact the District representative indicated on the Cover Page.

The District reserves the right to evaluate the information provided on the questionnaire prior to award of any Contract(s) and if representatives of the District determine after such evaluation that the Bidder is not capable of proper and satisfactory performance (service) to the District, its Bid will not be considered further.

11. APPROVED BRAND(S)

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

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

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

12. BRAND(S) NOT PREVIOUSLY APPROVED

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

13. SAMPLE REQUIREMENT

a. SAMPLES ARE REQUIRED ONLY UPON REQUEST BY THE DISTRICT

- (1) Samples must be furnished within seven (7) working days upon request by the District Representative. Bidder not providing samples may be deemed “non-responsive”.
- (2) Samples may be required even though the Bidder has provided these items to the District in the past.

b. IDENTIFICATION OF SAMPLES

Each sample must be labeled/tagged and identified as follows:

Bidder’s name, bid number, item brand and product code number, bid item number and District’s commodity code (stock number)

c. SAMPLES SHALL BE RETAINED

Sample(s) from the successful Bidder will be retained by the District for **comparison with goods delivered** over the life of the contract. Any item shipped that is not equal to the “accepted sample”, will be rejected, and must be replaced at the Contractor’s expense within seven (7) working days.

d. MATERIAL SAFETY DATA SHEET (M.S.D.S.)

Must be submitted with samples, if required, and with all future deliveries.

e. RETURN OF SAMPLE(S)

If Bidder is not awarded a Contract, do the sample(s) need to be returned? Check below.

Yes____ No____

NOTE: Failure to submit a sample(s) and/or Material Safety Data Sheet (MSDS) may be cause to deem the bid “non-responsive”.

14. DEBARMENT AND SUSPENSION CERTIFICATION

Effective November 26, 2003, the Department of Education implemented 34 CRF Part 85 that applies to any procurement or subcontract expected to be worth \$25,000 or more funded or authorized under Department of Education programs. To be eligible for an award under this bid, the Bidder must certify compliance by signing on Page 11 of Section II B – Specific Bid Conditions/Certifications. (See: Section II B, Item #11, Certification Regarding Debarment”).

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SECTION IV

A. GENERAL CONTRACT CONDITIONS

1. AUTHORITY OF THE CHIEF PROCUREMENT OFFICER

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

2. DISTRICT'S TECHNICAL REPRESENTATIVE (PROJECT MANAGER)

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

3. INDEPENDENT CONTRACTOR

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

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

4. SUBCONTRACTORS AND SUPPLIERS

a. Documentation And Acceptance

The Contractor shall submit a copy of all executed subcontracts at any time within thirty (30) days of execution regardless of value to the District for fulfillment of SBE Goals, and a copy of insurance certificates in accordance with Section II C, Item #8 entitled "Insurance Requirements". Failure to submit subcontracts and certificates within the required time period will result in the subcontractor's not being permitted to perform Work on the Project.

4. SUBCONTRACTORS AND SUPPLIERS – continued

b. Performance of Work

The Contractor shall:

- (1)** Be responsible to the District for all acts and omissions of its own personnel, and of subcontractors, Suppliers and their employees; and
- (2)** Be responsible for coordinating the Work performed by subcontractors and Suppliers.

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

c. Acceptance of Substitution of Subcontractor

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

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

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

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

4. SUBCONTRACTORS AND SUPPLIERS – continued

c. Acceptance of Substitution of Subcontractor – continued

- (3)** The Contractor shall not do any of the following without the prior written consent of the District:
 - (a)** Replace any previously accepted Subcontractor;
 - (b)** Permit any previously accepted Subcontract to be assigned or transferred; and/or
- (4)** The Contractor may perform the Work itself with qualified personnel, provided written permission is obtained from the District prior to performance of the Work.

d. Flow-Down Requirements

- (1)** The Contractor shall incorporate the following into each Subcontract and require insertion of same into all lower-tier Subcontracts:
 - (2)** All provisions required by law, regulation, rule, or the Contract shall apply to Subcontracts and shall apply to all Subcontracts of any tier.
 - (3)** By virtue of signing the subcontract, the following apply:
 - (a)** The Subcontractor acknowledges and agrees that all Work being performed by it under the Subcontract shall be performed in accordance with the Contractor's Contract with the District.
 - (b)** The Subcontractor agrees that it shall have the same duties and obligations to the Contractor with respect to its performance of its own Work as the Contractor has to the District under its Contract.
 - (c)** The Contractor and the Subcontractor agree that the District is the third party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit. All guarantees and warranties, express or implied, shall inure to the benefit of both the District and the Contractor during the performance of the Work. Upon final completion of the Work, such guarantees and warranties shall inure to the benefit of the District.
 - (d)** The Contractor and the Subcontractor agree that nothing contained in the Subcontract shall be deemed to create any privity of the Contract between the District and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of the District to the Subcontractor except those allowed under California Law. In the event of any claim or dispute arising under the Subcontract and/or the Contractor's Contract with the District, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against the District arising out of the Subcontract.

4. SUBCONTRACTORS AND SUPPLIERS – continued

d. Flow-Down Requirements – continued

- (e) This Article does not and shall not operate to relieve the Contractor of any duty or liability under the Contract nor does it create any duty or liability on the part of the District. The Contractor shall have sole responsibility for promptly settling any disputes between its Subcontractors and between the Subcontractors and any of their Subcontractors.
- (f) No Subcontractor shall be permitted to perform the Work under the Contract until it, or the Contractor has supplied satisfactory evidence of required insurance to the District, in compliance with Section II C, Item #8 entitled “Insurance Requirements”.

5. GOODS

- a. The Contractor shall furnish all Goods required to complete the Work, except those designated to be furnished by the District. Unless otherwise indicated in the Contract or Purchase Order, Goods incorporated into the Work shall be new, of good quality, and of the grade specified for the purpose intended. Unless otherwise specifically stated, reference to Goods or patented processes by trade name, make, or catalog number shall be regarded only as a means of establishing a standard of quality; such references shall not be construed as limiting competition. The Contractor may, at its option, use any Goods or process that is equivalent to that named subject to the prior written acceptance by the District. The District shall be the sole judge of the quality and suitability of proposed alternative Goods or processes subject to the right of the District to accept or reject such alternative.
- b. Any Goods that may be purchased under the Contract shall be transported, handled, and stored by the Contractor in a manner that shall ensure the preservation of their quality, appearance, and fitness for the Work. All Goods shall also be stored in a manner that facilitates inspection.

6. STANDARDS OF PERFORMANCE

- a. The Contractor shall perform and require its Subcontractors to perform the Work in accordance with the requirements of the Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience, and knowledge in performing Work of a similar nature. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that the District will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of the Contract.
- b. The District shall have the right, in its absolute discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the Services or Work, requests such removal in writing. Such personnel shall be promptly removed from the Project by the Contractor at no cost or expense to the District. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Program.

7. UNAUTHORIZED ACTIONS

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

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

8. CONTRACT TERMINATION

a. Termination for Convenience

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

(a) Immediately discontinue all services affected (unless the notice directs otherwise) and,

(b) Deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Contractor in the performance of this contract, whether completed or in process. Termination of this contract shall be as of the date of receipt of the Contractor of such notice.

(2) If the termination is for the convenience of the District, Contractor shall submit a final invoice within sixty (60) days of termination and upon approval by the District, the District shall pay the Contractor the sums earned for the Products/Services actually provided/performed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination (if any).

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

b. Termination for Default

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

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

8. CONTRACT TERMINATION--continued

b. Termination for Default --continued

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

(a) Immediately discontinue all delivery/services affected (unless the notice directs otherwise), and;

(b) Deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Contractor in the performance of this contract, whether completed or in process.

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

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

(4) If, after the notice of termination for failure to fulfill Contract Obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in "Termination for Convenience".

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

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

9. RIGHTS IN PROPERTY

a. Title

- (1) All property purchased by the Contractor for the District shall be hereinafter referred to as District property. Title to District property shall pass to and vest in the District upon the vendor's delivery and acceptance of such property by the contractor.
 - (2) Title to District property shall not be affected by its incorporation into or attachment to any property not owned by the District, nor shall District property become a fixture or lose its identity as personal property by being attached to any real property.
 - (3) The title transferred as described above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances. The Contractor shall not pledge or otherwise encumber the items in any manner that would result in any lien, security interest, charge, and/or claim upon or against said items.
 - (4) The contractor shall promptly execute, acknowledge, and deliver to the District proper bills of sale or other written instruments of title in a form as required by the District; said instruments shall convey to the District title to material free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.
- b. The District property shall be used only for performing work on the contract or purchase order unless otherwise provided in the Contract or approved by the District's Chief Procurement Officer.

10. CHANGES

- a. The term "Change(s)," as used herein, means substitutions, additions, or deletions which result in revisions to the Contract or Purchase Order. Change does not mean work performed by the Contractor to correct defective Work caused by the Contractor's negligent acts, errors or omissions.
- b. The District may at any time, and from time to time without invalidating the Contract or Purchase Order, make Changes in the Scope of Work. The District and Contractor will endeavor to reach mutual agreement regarding costs and Schedule associated with the Change; however, the District reserves the right to unilaterally direct the Contractor to perform the Changed Work. Such Changes, including any increase or decrease in the amount of the Contractor's compensation and/or the period of performance, shall be incorporated into the Contract or Purchase Order through the issuance of a Contract Amendment or Purchase Order Revision. All of the provisions of the Contract shall apply to Changes. Upon receipt of a Contract Amendment or Purchase Order Revision, approved by the District, the Contractor shall continue performance of the Scope of Work as modified by the Amendment.
- c. If a Fixed Fee is a part of the compensation for the Contract or Purchase Order, it is the agreed intent of the parties that the Fixed Fee is an amount fixed at the inception of a Purchase Order with respect to the Work planned and Scheduled as set forth in the Scope of Work and is not intended to vary with actual costs for the Work. A Contract Amendment or Purchase Order Revision issued hereunder may, but will not automatically, result in a Change to the Fixed Fee.

11. ASSIGNMENT

- a. The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or a Purchase Order (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of the District, which consent shall not be unreasonably withheld.
- b. No rights under the Contract shall be asserted against the District, in law or in equity, by reason of any assignment of the Contract, or any part thereof, unless authorized by the District as specified in this Article.
- c. Any assignment of proceeds of the Contract shall be subject to all proper setoffs and withholdings in favor of the District and to all deductions specified in the Contract or Purchase Order. All monies withheld, whether assigned or not, shall be subject to being used by the District for completion of the Work, pursuant to the terms of the Contract. In the event that the District consents to such assignment of monies, written notice thereof shall be given by the Contractor to the District at least ten (10) days before payment is due.

12. SEVERABILITY

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

13. GOVERNING LAW

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

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

14. PUBLIC RECORDS ACT

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

15. AGENT TO ACCEPT SERVICE

The Contractor shall maintain a duly authorized agent as identified in Section II.A, Item #17 (“Name and Nature of Bidder’s Legal Entity”) to accept service of legal process on its behalf, and shall keep the District advised of such authorized agent name and address during the duration of the Contract and for three (3) years after Final Payment, or as long as the Contractor has warranty obligations under Section II C, Item #11 entitled “Manufacturer’s Warranty”, whichever period terminates later. In the event that no such duly authorized agent is on file with the District, the Contractor agrees that the Secretary of State of the State of California shall be the Contractor’s authorized agent for service of legal process.

16. NO WAIVER

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

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

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

17. CONFIDENTIALITY

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

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

18. DISCRIMINATION

In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

19. VEHICLE SAFETY AND SECURITY

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

19. VEHICLE SAFETY AND SECURITY -- continued

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 service. Any unusual condition noted by drivers, such as gates or doors found unlocked or open or evidence of vandalism, should be reported to the School Police Department of the Los Angeles Unified School District, Tel: (213) 625-6631 (24 – hour telephone number).

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

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

20. HOLD HARMLESS CLAUSES

The District shall not be liable for and the Contractor shall hold harmless and indemnify the District and the Board of Education of the City of Los Angeles, its officers and employees from claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims") which may be made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.
- b. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the Contractor or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.
- c. Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Contract. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless shall not apply to any claim by Contractor that District has infringed a patent or copyright of Contractor.

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

21. AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain, and the District shall have the right to examine and audit, all the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications

21. AUDIT AND INSPECTION OF RECORDS – continued

software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred, or anticipated to be incurred, in performing the Contract.

The Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs, or other authentic reproductions thereof) available to the District at the District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit.

The Contractor and its Subcontractors and Suppliers shall keep and preserve all such records for a period of at least 3 years from and after final payment or if the Contract is terminated in whole or in part until 3 years after the final Contract close-out. The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

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

22. ENVIRONMENTALLY PREFERRED PRODUCT PROCUREMENT PROGRAM

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

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

ENVIRONMENTAL PREFERENCE

- a. The District may give a preference, all other factors being equal, for environmentally preferable products.
- b. The District encourages the maximum feasible use of environmentally preferable packaging products, reusable packaging, and returnable packaging materials for all deliveries of goods and materials.

22. ENVIRONMENTALLY PREFERRED PRODUCT PROCUREMENT PROGRAM-cont.
ENVIRONMENTAL PREFERENCE – continued

- c. The District requires all bidders for goods and materials to offer environmental alternatives to virgin products offered in response to bid specifications. Suppliers of goods and materials with recycled content will be required to provide the amount of “post consumer content” and/or “pre-consumer recycled content” by weight percent for the goods and materials provided.
- d. The District may provide for product servicing and product life extension service. To the maximum extent feasible, all machinery and electronic equipment provided should allow for the manufacturer/contractor to accept used equipment and goods, at the end of their planned useful life, or when they are declared surplus, for recycling purposes.

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

23. SWEAT-FREE PROCUREMENT POLICY

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

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

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

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

24. PRODUCT SAFETY COMPLIANCE

Contractor shall comply with applicable sections of ASTM 963.07 (e) 1 and shall guarantee that the products provided under this contract shall not contain harmful substances that exceed the levels permitted in California Proposition 65 (Title 22, California Code of Regulations, Section 12000). Contractor shall also comply with all applicable requirements of the Consumer Product Safety Commission.

25. PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid 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.

26. PREVAILING WAGE REQUIREMENT – (if applicable)

In accordance with Labor Code section 1720, 1771, 1771.5, 1774, 1815 and Title 8 CCR section 16433, 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.

Labor Compliance Program

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

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

Prevailing Wage

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

26. PUBLIC WORKS CONTRACTOR REGISTRATION - continued
Prevailing Wage – continued

- (1) This Project is a public works Project, as defined in Labor Code section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 California Code of Regulations (CCR) sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects.
- (2) Pursuant to Labor Code sections 1770 *et seq.*, District has obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work for Los Angeles County where the Project is to be performed. Copies of these prevailing wage rates are on file and available to any interested party upon request at the District principal office and the following websites: www.laschools.org/contractor/lc or www.dir.ca.gov/dlsr/pwd.
- (3) Questions pertaining to prevailing wage rates should be directed to the Labor Compliance Department or to the Division of Labor Statistics and Research at the following respective addresses:

Labor Compliance Department
333 S. Beaudry Ave, 21st Floor
Los Angeles, CA 90017
(213) 241-4665
www.lcp@lausd.net

DLSR
or P.O. Box 420603
San Francisco, CA 94142
(415) 703-4774
www.dir.ca.gov/DLSR/PWD

- (4) Contractor/Firm shall post at appropriate and conspicuous locations on the Project site the following:
- a. A schedule showing all applicable prevailing wage rates in accordance with Labor Code section 1773.2;
 - b. Notice of LCP approval and prevailing wage monitoring sufficient to satisfy Title 8 CCR sections 16429 and 16451(d).
- (5) Contractor/Firm and all Subcontractors must provide itemized wage statements to their employees in accordance with Labor Code section 226.
- (6) Contractor/Firm represents and warrants that the Contract Amount includes sufficient funds to allow Contractor/Firm and all Subcontractors to comply with all applicable laws and contractual requirements. Contractor/Firm shall defend, indemnify and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to the failure of Contractor/Firm or any Subcontractor to comply with any applicable law in this regard, including, but not limited to Labor Code section 2810. Contractor/Firm agrees to pay any and all assessments, including wages, penalties and liquidated damages, made against District in relation to such failure.

26. PUBLIC WORKS CONTRACTOR REGISTRATION - continued

(7) Failure to comply with the payment of prevailing wages shall result in a penalty to the District pursuant to Labor Code section 1775 and applicable regulations, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate for the work or craft in which such worker is employed by the Contractor/Firm or Subcontractor. This includes, but is not limited to, the failure to pay applicable shift differential rates.

(8) The Contractor/Firm 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 sixty (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.

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

Apprentices

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

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

Working Hours

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

- a. Pursuant to Labor Code section 1810, eight (8) hours labor shall constitute a legal day's work.
- b. Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by Contractor/Firm, of any tier, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as otherwise provided by law.

- c. Notwithstanding the foregoing provisions, work performed in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours per week at not less than one and one-half (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 AM and 5 PM shall constitute a work day at straight time for all workers;
 - e. Unless otherwise provided in the Supplementary Conditions, forty (40) hours between Monday 7 AM and Friday 5 PM shall constitute a workweek at straight time;
 - f. The District's Labor Compliance Program audit and investigation uses the working hours referenced above and determines violations and penalties accordingly, unless evidence is found to the contrary, such as in the Supplementary Conditions, or is prescribed by law.
- (2) Failure to comply with the payment of overtime wages shall result in a penalty to the District pursuant to Labor Code section 1813 and applicable regulations, for each calendar day, or portion thereof, during which worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week without proper compensation in violation of Labor Code section 1810 et seq. and/or applicable regulations.

Certified Payroll Reporting Forms and Payroll Records

- (1) Contractor/Firm shall be responsible for the submission of electronic certified payroll records of Contractor/Firm and all Subcontractors within ten (10) days of the week ending date of each week. Contractor/Firm shall submit weekly electronic certified payroll records, including certified Non-Performance payroll records, in the method provided by District Web-based Certified Payroll Reporting System, to District Labor Compliance Program. When a Contract has various school projects, Certified Payroll Reporting Forms for each individual school shall be maintained and submitted in the method provided by District.
- (2) Contractor/Firm must comply with all requirements of District Web-based Certified Payroll Reporting System, including, but not limited to, electronic signature, electronic submittal of documents and forms, and use of other electronic modules. This obligation includes compliance with all existing requirements and all new requirements developed during the term of the Project.
- (3) Contractor/Firm shall submit to District Labor Compliance Program, an estimated start date for all Subcontractors, within five (5) days of the Subcontractor work start date and shall submit a revised estimate, if applicable, within five (5) days of knowledge of any changes to any estimated start date. This document must contain the name and address of each Subcontractor, each Subcontractor's license number and the estimated start date.

26. PUBLIC WORKS CONTRACTOR REGISTRATION - continued

- (4) Contractor/Firm shall provide, and shall cause all Subcontractors to provide, "Payroll Records" as defined in Title 8 CCR section 16000 to District, within ten (10) days of written request, at no cost to District. "Payroll Records" are all un-redacted certified payroll records, time cards, sign-in sheets, daily construction reports, check stubs, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, recipes or other evidences which reflect the job assignments, work schedules by days and hours, and the disbursement by way of cash, check or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to the Project. All received documents will become property of District.
- (5) Failure to submit Payroll Records within ten (10) days of such due date shall result in a penalty to District pursuant to Labor Code section 1776 and applicable regulations, until strict compliance is effectuated.
- (6) Should Contractor/Firm or any Subcontractor neglect, fail or refuse to submit any of the above- referenced documents, Contractor/Firm agrees to pay to District the sum of one hundred (\$100) dollars per day in contractual liquidated damages, not as a penalty but as liquidated damages, for every day of noncompliance beyond ten (10) days after such documents are due ("Payroll Record Liquidated Damages"). Payroll Record Liquidated Damages shall continue to accrue until strict compliance is effectuated. Upon issuance of a Payroll Record Liquidated Damages Permanent Assessment, the liquidated damages amount will be disbursed to the District. The Payroll Record Liquidated Damages amounts are agreed upon by and between Contractor/Firm and District because of the difficulty of fixing District actual damages in the event of failure to submit such documents. Contractor/Firm and District specifically agree that said amounts are reasonable estimates of District damages in such event, and that such amounts do not constitute a penalty.

Contractor/Firm and District acknowledge and agree that the liquidated damages contained in this provision are reasonable under the circumstances existing at the time of Contractor/Firm's execution of the Contract. These Payroll Record Liquidated Damages are distinct from statutory Labor Code Liquidated Damages. This remedy is not exclusive and is cumulative of all other remedies available to District.

Withholding of Contract Payments

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

Incorporation by Reference

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

27. PROJECT STABILIZATION AGREEMENT (PSA) – (if 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.

- 1) The Project Stabilization Agreement (“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 Subcontractors to do so. For information pertaining to PSA, Consultant can refer to the following web address: <http://www.laschools.org/new-site/project-stabilization/>.
- 2) The District has designated Tybouy Tang-Wong as the District’s authorized representative, assisting consultants to comply, and monitoring compliance, with the PSA. Tybouy Tang-Wong can be reached at (213) 241-7077 and at Tybouy.tang-wong@lausd.net.
- 3) Building/Construction Inspector and Field Soils and Materials Testers (“FSMT”) are a covered craft under the PSA.
- 4) 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.”
- 5) Consultant’s compliance with the PSA would include, among other obligations, Consultant’s:
 - 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. This is a requirement for the prime contractor and subcontractors of every tier. For more information and/or technical support, please call (213) 241-4647 or email lcp@lausd.net
 - b. Following the PSA guidelines regarding hiring procedures;
 - c. Making and timely submitting certified payroll reports;

27. PROJECT STABILIZATION AGREEMENT (PSA)-(if applicable) -continued

- d. Paying minimum prevailing wages, where applicable;
 - e. Executing union participation agreements when appropriate (as specified by the PSA);
 - f. Making fringe benefit contributions based upon the certified payroll reports, participation agreements, and Letters of Assent.
- 6) 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 Subcontractors have paid all benefit contributions due and owing to the appropriate trust fund(s). If District Web-Based Certified Payroll Reporting System contains a form for such certification, 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 Subcontractor, Consultant shall obtain written releases from all appropriate trust funds affirming that such Subcontractor has paid all required employee benefits.
- 7) 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.
- 8) 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.

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SECTION V.

LOS ANGELES UNIFIED SCHOOL DISTRICT

IFB NO.: 2000004042

Laserfiche Enterprise Content Management System and Enterprise Scanning Solution Renewal

SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

- A. It is the District's policy to encourage participation by Small Business Enterprise (SBE) and Micro-business (Micro) firms in District contract activity. The District's Board of Education established a SBE/Micro participation goal "of 25 percent for all contracts and procurement activities." All bidders/proposers must include a completed SBE/Micro Utilization Report in their bid/proposal even if that bidder/proposer's anticipated use of SBE and Micro firms is zero. **Bidders/proposers that are SBE certified through a reciprocal agency, including Micro certification through the State of CA Department of General Services (DGS), and those bidders/proposers that are not SBE certified, – but meet the US Small Business Administration (SBA) size standards for SBE eligibility, must still apply for a District-issued certification through the Supplier Portal(SAP system). The use of partners/subcontractors who are SBE or Micro certified will also be accepted, provided the partner/subcontractor is certified through the Supplier Portal (District SAP system).**

SBE Size standards may be viewed at:

<https://www.sba.gov/document/support-table-size-standards>

State of CA DGS Micro- Business standards may be viewed at: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

- B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this IFB/RFP and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions) in consideration for an award.
- C. To become certified by the District, or to document acceptable certification received from a reciprocal agency, you must have a LAUSD SAP Vendor Number (10-digit number, begins with "1"). If you have a LAUSD SAP Vendor Number, you may access your vendor profile through the Supplier Portal and apply for LAUSD SBE or Micro certification. The Supplier Portal is located at <https://vendors.lausd.net/irj/portal>

Brand new suppliers, who have never done business with LAUSD can start the registration process for an LAUSD Supplier number and apply for Micro certification at:

<https://lausd.sourcing3.ariba.com/ad/selfRegistration>

- D. Firms that do not appear in the District's system as SBE or Micro certified, through the process outlined above, may be determined to have no SBE or Micro participation.

MONITORING/PENALTIES

If any firm listed on the SBE Utilization Report as an SBE or Micro is found not to be, that may affect the LAUSD's determination of whether the submitting firm is sufficiently responsible to be a LAUSD vendor partner.



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

IFB No.: 2000004042

Laserfiche Enterprise Content Management System and Enterprise Scanning Solution Renewal

The Los Angeles Unified School District encourages participation by Small Business Enterprise (SBE) and Micro-Business (Micro) firms in procurement activity. Bidders/proposers must execute a copy of this Report, include it with their RFP/IFB response **and** apply for, or have received SBE or Micro-business certification through the LAUSD online Supplier Portal (SAP system) to be recognized as having SBE or Micro-business participation for purposes of this solicitation.

Reciprocal SBE Agencies:

- **State of California – Department of General Services**
- **Metropolitan Water District of Southern California**
- **City of Los Angeles**
- **Los Angeles Metro**
- **Los Angeles County**

Reciprocal Micro-business Agency:

- **State of California – Department of General Services**



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

IFB No.: 2000004042

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

SBE or MICRO-BUSINESS STATUS (check one)

- ☐ Our firm(s) is/are certified within the LAUSD system of record (SAP) as an SBE.
LAUSD Vendor No. _____
- ☐ Our firm(s) is/are certified within the LAUSD system of record (SAP) as a Micro-business.
LAUSD Vendor No. _____
- ☐ Our firm(s) is/are certified with an LAUSD reciprocal agency listed above (proof of Small Business, Micro-business or Disabled Veteran-Owned Business Certification is attached) and will complete the registration in the LAUSD system of record (SAP).
- ☐ Our firm(s) utilize(s) certified SBE or Micro subcontractors. These subcontractors have SBE or Micro certification documented within the LAUSD system of record (SAP). Please list the LAUSD-certified subcontractors, the SAP vendor number for each and the percentage of the work to be performed by each certified subcontractor).

Sub-contractors/ Sub-consultants	SBE/Micro (Yes/No)	% Participation	Work to be Performed	LAUSD Vendor #*

- ☐ No SBE or Micro-Business utilization.
- ☐ Non-profit organization*
- ☐ Educational institution*
- ☐ Government agency*

***Not eligible for SBE-certification.**

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

Representative _____ **Title** _____

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

*Proposers can register for a LAUSD vendor number and apply for SBE/Micro certification 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-vsua@lausd.net.

LOS ANGELES UNIFIED SCHOOL DISTRICT

IFB NO.: 2000004042

Laserfiche Enterprise Content Management System and Enterprise Scanning Solution Renewal

VETERAN AND DISABLED BUSINESS ENTERPRISE (VBE/DVBE) UTILIZATION PROGRAM

A. It is the District's policy to encourage participation by all Veteran Business Enterprise (VBE) and Disabled Veteran Business Enterprises (DVBE) firms in District contract activity. The District's Board of Education has established a VBE/DVBE participation goal of five percent (5%) for all contracts and procurement activities. All Bidders/Proposers must detail their VBE/DVBE status on the VBE/DVBE Utilization Report. In order to be credited with any claimed VBE/DVBE participation, Bidders/Proposers must apply for, or have received VBE/DVBE certification status through the Supplier Portal (SAP system).

B. To apply for VBE/DVBE certification, a firm must be a registered vendor with a 10-digit LAUSD SAP Vendor Number. If you already have a SAP Vendor Number, you may access your vendor profile through the Supplier Portal and apply for VBE/DVBE certification at <https://vendors.lausd.net/irj/portal>

Brand new suppliers, who have never done business with LAUSD can start the registration process for an LAUSD Supplier number and apply for VBE/DVBE certification at: <https://lausd.sourcing3.ariba.com/ad/selfRegistration>

C. Firms that have a valid DVBE certification from the California Department of General Services or meet all of the VBE eligibility requirements listed below, must also apply for certification in the District's SAP system in order to be considered VBE/DVBE for the purposes of this program. The use of VBE/DVBE partners/subcontractors will also be accepted, provided the partner/subcontractor has received or applied for DVBE or VBE certification through the Supplier Portal (District SAP system).

DVBE certification eligibility requirements are available at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

VBE certification eligibility requirements to verify status:

1. DD214 (Certificate of Discharge from Active Duty)
2. Organization Type (one of the following)
 - a. Business Entities Records Request Form: Articles of Organization document - CA Sec of State for Corp/LLC
 - b. DBA Registration document (if Sole Proprietor)
3. VBE letter confirming:
 - a. 51% plus ownership by Veteran(s)
 - b. 30 plus hours per week dedicated to VBE

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

MONITORING/PENALTIES

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



LOS ANGELES UNIFIED SCHOOL DISTRICT
DISABLED VETERAN ENTERPRISE PROGRAM
UTILIZATION REPORT

IFB/RFP No.: 2000004042

The Los Angeles Unified School District encourages participation by all Veteran Enterprise Businesses (VBE) and Disabled Veteran Business Enterprise (DVBE) firms in procurement activity. Proposers/ Bidders must execute a copy of this Report, include it with their RFP/IFB response and apply for, or have received DVBE/VBE status in the District's SAP system.

Bidders/proposers that are DVBE/VBE firms shall check one of the first two boxes on the form. Majority firms responding to the bid may list DVBE/VBE sub-contractors/partners.

Firm Name _____ IFB/RFP# _____

DVBE STATUS (check one)

- ☐ Our firm(s) is a certified DVBE certified by the California Department of General Services. DGS No. _____
- ☐ Our firm(s) is a VBE and meets LAUSD's stated VBE certification eligibility requirements.
- ☐ Our firm utilizes DVBE/VBE sub-contractors/sub-consultants. (List DVBE/VBE firms utilized, including their DGS number or other required documents, and the percentage)

Sub-contractors/ Sub-consultants	SBE/Micro (Yes/No)	% Participation	Work to be Performed	LAUSD Vendor #*

☐ No DVBE utilization

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

Representative _____ Title _____

Signature _____ Date _____ Telephone _____

*Proposers can register for a LAUSD vendor number and apply for DVBE/VBE certification 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 psq-vs@lausd.net.



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

Bid No.: 2000004042

The Los Angeles Unified School District encourages participation by Minority Business Enterprise (MBE) firms in procurement activity. Bidders/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. Bidders/proposers that are MBE firms shall check the first box on the form. Majority firms responding to the MBE program will list MBE Subcontractors/partners.

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

Firm Name _____

Representative _____ **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.

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

FOR INFORMATIONAL PURPOSES ONLY



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

Bid No.: 2000004042

The Los Angeles Unified School District encourages participation by Women Business Enterprise (WBE) firms in procurement activity. Bidders/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. Bidders/proposers that are WBE firms shall check the first box on the form. Majority firms responding to the WBE program will list WBE Subcontractors/partners.

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

Firm Name _____

Representative _____ **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-vsua@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

FOR INFORMATIONAL PURPOSES ONLY

ATTACHMENT A – OIG FRAUD NOTICE

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>

Attachment B – PROVISIONS REQUIRED OF FEDERALLY FUNDED CONTRACTS

PROVISIONS REQUIRED OF FEDERALLY FUNDED CONTRACTS

The Contractor acknowledges and agrees that the District intends to seek federal funds to pay for or reimburse expenses for equipment or services rendered under the Agreement, and the language contained in this Schedule is required by law and promulgated in federal regulations governing the District.

Therefore, the applicable clauses provided in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326 and certain contract clauses recommended by FEMA, all as more particularly set forth in this Schedule, shall apply to the Agreement. A list of the required contract provisions and their applicability is provided in **Attachment A**, which is attached hereto and incorporated herein.

The Contractor and the District agree to the following terms and conditions:

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

If the total contract sum under the Agreement exceeds \$150,000, the Contractor agrees to comply with the below provisions pertaining to the Clean Air Act and 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 that occurs in the course of the Contractor performing services under the Agreement 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. Acknowledging that the Agreement may be funded, in whole or in part, with federal assistance provided by FEMA, the Contractor agrees to include the foregoing Clean Air Act requirements in each subcontract exceeding \$150,000 that is entered into by the Contractor in connection with services rendered under the Agreement.

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 that occurs in the course of the Contractor performing services under the Agreement 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. Acknowledging that the Agreement may be funded, in whole or in part, with federal assistance provided by FEMA, the Contractor agrees to include the forgoing Federal Water Pollution Control Act requirements in each subcontract exceeding \$150,000 that is entered into by Contractor in connection with services rendered under the Agreement.

2. DEBARMENT AND SUSPENSION

Suspension and Debarment

- a. The Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor hereby verifies 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 the Contractor agrees to include a requirement to comply with these regulations in each subcontract exceeding \$25,000 that is entered into by the Contractor in connection with services rendered under the Agreement.
- c. This certification is a material representation of fact relied upon by the District. If it is later determined that, during the course of the Contractor performing services under the Agreement, 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 of Contractor or the applicable subcontractor.

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

The Contractor agrees to comply with the below provision required by FEMA. If the total contract sum under the Agreement is at least \$100,000, the Contractor shall, upon five (5) business days of the District's request file with

the District (or any other public agency designated by the District), the certification as shown on **Attachment B** to this Exhibit (*i.e.*, the referenced "required certification").

"Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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."

4. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of the Agreement, 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.
2. 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>.
3. The Contractor also agrees to use best efforts to comply with all other requirements of Section 6002 of the Solid Waste Disposal

Act applicable to federal procurement.

5. 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 the Agreement 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 of such documents, papers, and records as reasonably needed.
 - (3) In compliance with the Disaster Recovery Act of 2018, the District and the Contractor acknowledge and agree that no language in the Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

6. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

7. 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.

8. NO OBLIGATION BY FEDERAL GOVERNMENT

The Contractor hereby acknowledges and accepts that the federal government is not a party to the Agreement and is not subject to any obligations or liabilities to the District, Contractor, or any other party pertaining to any matter resulting from the Agreement.

9. 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 the Agreement.

Attachment C – EFT Enrollment Form

Exhibit E- Attachment A

	Provision	Contract Criteria	Required/Applicability
1.	Clean Air Act and Federal Water Pollution Control Act	>\$150k	Yes
2.	Debarment and Suspension	All (>\$25k)	Yes
3.	Byrd Anti-Lobbying Amendment	All (>\$100k: Certification)	Yes. Exact language and certification (certification required for contracts exceeding \$100,000)
4.	Procurement of Recovered Materials	All	Yes
5.	Access to Records	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
6.	DHS Seal, Logo, and Flags	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
7.	Compliance with Federal Law, Regulations and Executive Orders	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
8.	No Obligation by Federal Government	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
9.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.

Exhibit E- Attachment B

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

Certification for Contracts, Grants, Loans, and
Cooperative Agreements Contractor 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.

Attachment C – EFT Enrollment Form



Electronic Funds Transfer (EFT) Payment Enrollment Form

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment related information processed through the PeopleSoft Financial System by the Los Angeles County Office of Education. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with Privacy Act of 1974. All information collected on this form is required under the provision of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Los Angeles County Office of Education to transmit payment data, by electronic file transfer to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

ACCOUNT VALIDATION

For the purpose of EFT payments, vendors are requested to ensure the account specified on this enrollment form remains active. Vendors shall notify the appropriate party(s) for any changes related to the ability of the specified account to receive ACH payment.

- Vendors complete Sections I and II.
- Financial Institutions complete Section III.
- Local Educational Agencies complete Section IV.

Section I - Please check appropriate box(es).

☐ New EFT Account ☐ Change in Bank Account or Mailing Address or Contact ☐ Delete EFT Account

Section II

PAYEE/COMPANY INFORMATION

NAME OF PAYEE/COMPANY	LAUSD VENDOR NUMBER	FEIN
ADDRESS OF PAYEE/COMPANY (NUMBER, STREET, CITY, STATE, AND ZIP CODE)		
NAME OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON	TELEPHONE NUMBER ()

I hereby authorize the Los Angeles County Office of Education to initiate credit entries for vendor payments to the account indicated below, and the depository named below is authorized to credit such account. Pursuant to the National Automated Clearing House Association rules, the Los Angeles County Office of Education may initiate a reversing entry or reversing file to recall a duplicate or erroneous entry or file which they previously initiated. If the reversal attempt fails, the Los Angeles County Office of Education may employ other appropriate means to correct the error.

AUTHORIZED SIGNATURE	PRINT NAME	DATE SIGNED
TITLE		

Section III

FINANCIAL INSTITUTION INFORMATION

NAME OF FINANCIAL INSTITUTION		
ADDRESS (NUMBER, STREET, CITY, STATE, AND ZIP CODE)		
NAME OF ACH COORDINATOR (PLEASE PRINT)		TELEPHONE NUMBER ()
NINE DIGIT ROUTING TRANSIT NUMBER:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	TYPE(S) OF ACCOUNT <input type="checkbox"/> SAVINGS <input type="checkbox"/> CHECKING
DEPOSITOR ACCOUNT NUMBER (NOT TO EXCEED 17 DIGITS)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

FORM NO 503 913 Rev 08 03 2006

Attachment C – EFT Enrollment Form

Section IV

LOCAL EDUCATIONAL AGENCY INFORMATION		
NAME OF AGENCY		FEIN
ADDRESS OF AGENCY (NUMBER, STREET, CITY, STATE, AND ZIP CODE)		
NAME OF CONTACT PERSON	FAX NUMBER ()	TELEPHONE NUMBER ()

INSTRUCTIONS FOR COMPLETING ENROLLMENT FORM

1. Section I - Desired Activity

Payee checks the box indicating the desired action, e.g. **ADD**, **MODIFY**, or **DELETE**

2. Section II - Payee/Company Information Section

Payee prints or types the name of the payee/company and address that will receive ACH vendor payments, Federal Employer ID (FEIN), designated contact person and assigned telephone number.

3. Section III - Financial Institution Information Section

Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. The financial institution also enters type of account to be used, e.g. checking or savings into the appropriate box.

Footnote - A voided check or savings deposit slip may be required by the Local Educational Agency for the verification of bank account and routing transit numbers. An example of a voided check, shown below, indicates where to locate the routing transit number for your bank and your bank account number. Remember to mark the word "VOID" across the front of your check or savings deposit slip.

ABC Business	1001
Address	_____, 20____
Pay to the Order of _____	\$ _____
_____	DOLLARS
Any Bank	VOID
Memo: _____	Not Negotiable
(1) 1:133404567	(2) 1:1234561304 111
(3) 1001	

(1) 9-digit Routing Transit Number

(2) Bank Account Number
(not to exceed 17 digits)

(3) Check number

4. Section IV - Local Educational Agency Information Section

Local Educational Agency types or prints name and address of the agency and provides contact information.

FORM NUMBER 503-913 (Backer) Rev. 06-12-2005

FAQ's

1. How do I get started?

Complete Sections I, II, and III of the LACOE Electronic Funds Transfer (EFT) Payment Enrollment. Absence of any information will delay your application process.

2. Where can I find my LAUSD Vendor Number?

Your LAUSD Vendor Number is a 10-digit number located on your payment check.

3. Why do I need to provide my FEIN?

You need to provide your FEIN so we can confirm your information with your vendor information on file with LAUSD.

4. Does my financial institution have to fill out Section III?

Section III does not have to be filled out by your financial institution. You can complete this section. A copy of your voided check must be submitted with your enrollment form. If voided check is not available, a letter from your financial institution with your banking information signed by your financial institution authorized person must be submitted with the enrollment form.

5. What information should I put on Section IV – Local Educational Agency Information?

Section IV is no longer required.

6. How long does the ACH/EFT enrollment process take?

The ACH/EFT enrollment process takes up to 3 weeks to complete.

7. What needs to happen if there is a change of bank account numbers or financial institutions?

Any change to your banking information will require a new ACH/EFT form submittal.

8. Our company has a standard letter that outlines our banking information to be used for ACH/EFT. Can you accept this letter instead of completing an enrollment form? Accounts Payable cannot accept letters that outlines banking information to be used for ACH/EFT. Submit a completed LACOE Electronic Funds Transfer (EFT) Payment Enrollment.

9. If I have any additional questions, who may I contact?

Please contact Accounts Payable at (213) 241-4800 or email accounts.payable@lausd.net.

**DATA USE AGREEMENT
BETWEEN
THE LOS ANGELES UNIFIED SCHOOL DISTRICT
AND
[CONTRACTOR NAME]
FOR
THE DISCLOSURE OF EDUCATION RECORDS**

1. PARTIES

1.1 The Los Angeles Unified School District (“District”) is a public school district organized and existing under and pursuant to the constitution and laws of the State of California and with a primary business address at 333 S. Beaudry Avenue, Los Angeles, California 90017.

1.2 [CONTRACTOR NAME] (“Contractor”) provides [CONTRACTOR TO INSERT DESCRIPTION] with a primary place of business at [ADDRESS].

2. PURPOSE

2.1 The purpose of this Data Use Agreement (“Agreement”) is to allow for the District to provide Contractor with personally identifiable information (“PII”) from student education records (“student data”) without consent so that the Contractor may perform the following institutional service or function for which the District would otherwise use employees:
[CONTRACTOR TO INSERT DESCRIPTION]

2.2 This Agreement is meant to ensure that Contractor adheres to the requirements concerning the use of student information protected under the Family Educational Rights and Privacy Act (“FERPA”), [20 U.S.C. §1232g](#), [34 Code of Federal Regulations Part 99](#), and California Education Code [sections 49060-49085](#) and the confidentiality requirements related to “education records” under FERPA, “PII” under 34 CFR 99, and “covered information” under SB 1177 Student Online Personal Information Protection Act ([SOPIPA](#)) (referred to collectively as “PROTECTED INFORMATION”). Protected Information is information that is protected by specific laws. For example, student records, student and employee health records, and social security numbers, are each covered by specific privacy laws and rules. See Attachment B - *LAUSD FERPA Policy*, Attachment C - *LAUSD HIPAA Policy Regarding Student Information*, and Attachment D *LAUSD Employee Record Policy* for more information about these types of protected information. This Agreement applies to all interactions between Contractor and District schools.

2.3 [34 C.F.R. §99.30](#) and Education Code [§49076\(a\)](#) require the consent of the education rights holder prior to the release of PII from the education record of a student. An exception to the consent requirement is provided for in [34 CFR §99.31\(a\)\(1\)\(i\)](#) and Education Code [§49076\(a\)\(2\)\(G\)\(i\)](#) for contractors “performing institutional services or functions otherwise performed by school employees.” These contractors are considered “school officials” under

FERPA and the California Education Code.

2.4 Under this Agreement, the District considers Contractor to be a school official with legitimate educational interests performing an institutional service or function for which the District would otherwise use employees within the meaning of [34 C.F.R. §99.31\(a\)\(1\)\(i\)](#) and Education Code [§49076\(a\)\(2\)\(G\)\(i\)](#) and this allows the District to disclose PII from education records of students without the consent required by [34 C.F.R. § 99.30](#) and Education Code [§49076\(a\)](#).

2.5 This Agreement does not necessarily describe the complete nature of all interactions between the Contractor and the District. The Contractor's coterminous service agreement (contract, MOU, license agreement, subscription agreement, etc.) establishes the services for which Contractor is responsible and by which District considers Contractor to be a school official. However, in so far as it pertains to the subject matter of this Agreement, this Agreement takes precedence over any inconsistencies with any other agreements with Contractor. Contractor use of District data for program evaluation, research, marketing, or product improvement purposes is strictly prohibited by this Agreement. All Contractor requests to conduct program evaluations or research must be submitted separately for review and approval by the District's Committee for External Research Review (CERR).

3. **PROCESS FOR DATA TRANSFER**

The District may provide data through Clever, Inc., (Clever), Global Grid for Learning (Global) or an internal secure district process under which the vendor receives electronic data from the District containing student-, teacher-, and other information. By using Clever or Global they will provide the data to various District vendors, such as Contractor, alleviating work on the District's part, which formerly required the creating of separate record layouts for each vendor. By entering into this Agreement, the District authorizes Clever, Global or the District itself to send data to Contractor in accordance with the District's approved Contract.

4. **DISTRICT DUTIES**

4.1 The District will provide student data in compliance with the Family Educational Rights and Privacy Act ("FERPA"), [20 U.S.C. section 1232g](#) and [34 C.F.R. Part 99](#), and California Education Code [sections 49060-49085](#).

4.2 The District will provide the following student data to the Contractor:

[CONTRACTOR TO INSERT LIST OF EACH DATA ELEMENT BEING REQUESTED. LIST MUST ONLY INCLUDE THOSE ELEMENTS NEEDED TO PERFORM DUTIES OUTLINED IN SERVICES AGREEMENT OR CONTRACT WITH THE DISTRICT]

5. **CONTRACTOR DUTIES**

5.1 The Contractor will perform the following duties in regard to any student data it obtains:

5.1.1 Not disclose the information to any other party without the consent of the parent or eligible student;

- 5.1.2 Use the data for no purpose other than the work stated in this Agreement;
 - 5.1.3 Allow the District access to any relevant records for purposes of completing authorized audits;
 - 5.1.4 Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this Agreement, as evidenced by each employee, contractor, or agent of any kind who will receive pupil record information completing Attachment A, Student Record Confidentiality and Re-Disclosure Agreement, attached hereto and incorporated by reference herein;
 - 5.1.5 Designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this Agreement. District or its agents may, upon request, review the records required to be kept under this section;
 - 5.1.6 Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Contractor to any other institution or entity;
 - 5.1.7 Destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than 60 days after it is no longer needed. In the event Contractor destroys the PII, Contractor shall provide the District with certification of such destruction. Failure to return or destroy the PII will preclude Contractor from accessing personally identifiable student information for at least five years as provided for in [34 C.F.R. section 99.31\(a\)\(6\)\(iv\)](#).
- 5.2 If Contractor is an operator of an Internet website, online service, online application, or mobile application, Contractor shall comply with the requirements of California Business and Professions Code [section 22584](#) and District policy as follows:
- 5.2.1 Contractor shall not (i) knowingly engage in targeted advertising on the Contractor's site, service or application to District students or their parents or legal guardians; (ii) use PII to amass a profile about a District student; (iii) sell information, including PII; or (iv) disclose PII without the District's written permission.

- 5.2.2 Contractor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic District Data will be encrypted in transmission using SSL [(Secure Sockets Layer)] [or insert other encrypting mechanism] (including via web interface) [and stored at no less than 128-bit level encryption]. "Encryption" means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached, and shall have the meaning given to such term under HIPAA and HIPAA Regulations, including [45 CFR §164.304](#).
- 5.2.3 Contractor shall delete a student's covered information upon request of the District.
- 5.2.4 District Data will not be stored outside the United States without prior written consent from the District.

5.3 Contractor shall comply with the District's information security specifications prior to receiving any electronic transfers of pupil record information from any District-approved third party contractor, such as Clever or Global. District may require Contractor to provide documentation of compliance prior to any transmittal.

5.4 If Contractor will (1) provide cloud-based services which will involve digital storage of pupil records or (2) provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records, then, the following requirements in compliance with California Education Code [section 49073.1](#) pertain:

- 5.4.1 The pupil records continue to be the property of and under the control of the District;
- 5.4.2 Contractor will not use any information in the pupil record for any purpose other than those required or specifically permitted by this Agreement.
- 5.4.3 In order for a parent, legal guardian or eligible pupil to review personally identifiable information in the pupil's records and correct erroneous information, Contractor shall: **[CONTRACTOR TO INSERT DESCRIPTION]**
- 5.4.4 Contractor shall take the following actions, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records: **[CONTRACTOR TO INSERT DESCRIPTION]**
- 5.4.5 Contractor shall use the following procedure for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's

records: **[CONTRACTOR TO INSERT DESCRIPTION]**

5.4.6 Contractor certifies that it will not retain the pupil records upon completion of the services. Contractor will take the following actions to enforce this certification:
[CONTRACTOR TO INSERT DESCRIPTION]

5.4.7 Contractor shall not use personally identifiable information in pupil records to engage in targeted advertising.

5.4.8 The following shall be considered a part of and required under this Agreement:

- **The District's Contractor Code of Conduct**

- https://www.lausd.org/site/handlers/filedownload.ashx?moduleinstanceid=42034&dataid=58773&FileName=Contractor_Code_of_Conduct_2024.pdf

- **SB 1177 Student Online Personal Information Protection Act (SOPIPA)**

- https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=22584.&lawCode=BPC

5.5 Additional Contractor Duties Pertaining to Protected Information

5.5.1 In addition to any Contractor obligations stated elsewhere in this Agreement, Contractor shall notify the District in writing as soon as possible, but in no event more than two (2) business days, after Contractor becomes aware of any breach of or security Incident involving the District's **PROTECTED INFORMATION** (see Section 2.2). Contractor shall be deemed to be aware of any breach or security incident as of the first day on which such breach or security incident is known or reasonably should have been known to its officers, employees, agents or subcontractors. Contractor shall identify as soon as practicable each individual whose unsecured **PROTECTED INFORMATION** has been, or is reasonably believed by Contractor to have been, accessed, acquired, or disclosed during such breach or security incident. Contractor shall cooperate in good faith with the District in the investigation of any breach or security incident.

5.5.2 Contractor shall take prompt corrective action to remedy any breach or security incident, mitigate, to the extent practicable, any harmful effect of a use or disclosure of **PROTECTED INFORMATION**, and take any other action required by applicable federal and state laws and regulations pertaining to such breach or security incident.

5.5.3 Contractor will provide written notice to the District as soon as possible but no later than twenty (20) calendar days after discovery of the breach or security incident of the actions taken by Contractor to mitigate any harmful effect of such breach or security incident and the corrective action Contractor has taken or shall take to prevent future similar breaches or security incidents. Upon the District's request, Contractor will also provide to the District a copy of Contractor's policies and procedures that pertain to the breach or security incident involving the District's **PROTECTED INFORMATION**, including procedures for curing any material breach of this Agreement.

- 5.5.4 Contractor shall make reasonable efforts to trace lost or translate indecipherable transmissions. Contractor shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Contractor.
- 5.5.5 Contractor shall take appropriate security measures to protect the confidentiality, integrity and availability of the District's **PROTECTED INFORMATION** that it creates receives, maintains, or transmits on behalf of the District and to prevent any use or disclosure of the District's **INFORMATION** other than as provided by the Agreement. Appropriate security measures include the implementation of the best practices as specified by the [ISO 27001/2](#), [NIST](#), or similar security industry guidelines.
- 5.5.6 Contractor acknowledges and agrees that pupil record information protected by the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. Section 1232g) may only be used in accordance with the terms and conditions of this Agreement and may not be re-released or otherwise redisclosed without the consent of parent(s)/guardian(s) or eligible pupil(s). Contractor understands and agrees that Contractor shall not permit any other party to have access to such information without the written consent of each pupil's parent/guardian or eligible pupil as well as prior notice to the District. Contractor further acknowledges and agrees that failure to comply with this requirement shall constitute a breach of this Agreement and will result in available penalties under the law, including but not limited to liquidated damages, third party beneficiary rights for parties injured by the breach, and/or the prohibition against Contractor having access to personally identifiable information from education records from the District for a period of time determined in the sole discretion of the District. The Contractor further agrees that pupil record information is of a special character, such that money damages would not be sufficient to avoid or compensate the District, its employees, agents and students for any unauthorized use or disclosure thereof, and that injunctive and other equitable relief would be appropriate to prevent any actual or threatened unauthorized use or disclosure. This remedy may be pursued in addition to any other remedies available at law or in equity, and Contractor agrees to waive any requirement for the securing or posting of any bond. In the event of litigation to enforce any provision hereof, the prevailing party will be entitled to recover all costs, including its reasonable attorneys fees and costs, incurred in connection with the litigation.

6. **AUTHORIZATION FOR TRANSFER OF DATA.**

- 6.1 The District hereby authorizes Contractor to receive the student data listed in Section 4.2.
- 6.2 Contractor agrees that District makes no warranty concerning the accuracy of the student data provided.

7. **TERM**

7.1 This Agreement shall be effective on the date the last party signs and shall be valid for the same term as the Contractor's underlying service agreement/contract/MOU covering Contractor's interactions with the District under which the Contractor receives student data, but no later than three (3) years from the date on which the last party signs this Agreement.

7.2 Either party may terminate this Agreement for any reason at any time upon reasonable notice to the other party.

8. NOTICES

8.1 All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

8.2 Notices shall be delivered to the following:

DISTRICT:

Attention: Executive Director
Office of Data and Accountability
333 South Beaudry Avenue, 16th Floor
Los Angeles, CA 90017
TEL: (213) 241-2460
FAX: (213) 241-8462

CONTRACTOR:

Attention: _____

TEL: _____
FAX: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____ Date: _____

Name, Title/Position: Kevon Tucker-Seeley, Director, Office of Data and Accountability

CONTRACTOR

By: _____ Date: _____
(sign here)

Name, Title/Position: _____

DATA USE AGREEMENT ATTACHMENT A
STUDENT RECORD CONFIDENTIALITY AND RE-DISCLOSURE AGREEMENT

The Los Angeles Unified School District ("**District**"), and the individual or entity identified as "Recipient" below ("**Recipient**") have entered or are planning to enter into an agreement or other arrangement that may involve Recipient's receipt of or access to certain student records and information concerning District students. The parties are entering into this Student Record Confidentiality and Re-Disclosure Agreement ("**Agreement**") in order to ensure proper treatment of any student record information that Recipient obtains or learns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

a. "**Consenting Party**" means: (a) the natural parent, adopted parent, or legal guardian of each student or former student who is under the age of 18 years; and, (b) each student or former student who has attained the age of 18 years. Where a student's parents are divorced or legally separated, only the parent having legal custody shall be deemed to be the Consenting Party for purposes of this Agreement.

b. "**Student Record Information**" means any item of information (in any format, written, electronic, or other) that is directly related to an identifiable District pupil (current or former) and is maintained by the District or by a District employee in the performance of his or her duties.

2. Use of Student Record Information.

Recipient will use Student Record Information only for the purpose of [Describe Project or enclose attachment describing Project] ("**Project**"), and will make no use of Student Record Information, in whole or in part, for any other purposes. Recipient will keep confidential all Student Record Information and will take all necessary steps to ensure the confidentiality the Student Record Information. Recipient will only disclose Student Record Information in accordance with the terms of this Agreement

and will make no other disclosure of Student Record Information at any time.

3. Re-Disclosure.

3.1. **Consent Required.** Recipient will only disclose Student Record Information to its employees having a need to know in connection with their Project responsibilities, and will not disclose any Student Record Information to any third party without first obtaining written consent to the disclosure from each Consenting Party for whom Student Record Information will be disclosed. Recipient will promptly provide the District with copies of any and all written consents that the Recipient obtains under this paragraph.

3.2. **Restrictions on Receiving Party.**

In addition, any third party receiving Student Record Information from Recipient must agree in writing to all of the terms contained in this Agreement, and may only use Student Record Information for the performance of that third party's Project-related responsibilities.

3.3 **Exceptions.** Subject to this Agreement, recipient may disclose Student Record Information to third parties if, and only to the extent that, disclosure of the Student Record

Information is otherwise permissible under applicable law or under any District privacy policy then in effect.

3.4. Access Log and Record Files.

Recipient will maintain an access log that records all disclosures of (or access to) Student Record Information. Entries in the access log will identify the person(s) receiving access, the reason access was granted, the date, time and circumstances of disclosure, and all Student Record Information provided. The access log will be made available to the District promptly upon request.

4. Pre-Publication Review. Upon notice, District may request and Recipient agrees to timely provide, prior to publication or re-publication, access to any report, memorandum, article, thesis or any other writing that includes Student Record Information provided under this Agreement and links District to any outcome or enables District to be linked to any outcome. District reserves the right to withdraw consent to the publication of any such writing if the District determines that the privacy rights of its students are jeopardized or such writing contains statements that the District considers unacceptable for publication due to, but not limited to, sampling error, flaws in analysis, or misrepresentation of findings.

5. Destruction of Information. Immediately upon completion of the Project, Recipient will destroy all Student Record Information that Recipient obtained or learned in connection with the Project. Upon the District's request, Recipient will promptly certify in writing that this destruction has occurred.

6. Required Disclosure. In the event that Recipient is requested or required by subpoena or other court order to disclose any Student Record Information, Recipient will provide immediate notice of the request to the District and will use reasonable efforts to resist disclosure until an appropriate protective order may be sought, or a waiver of compliance with the provisions of this Agreement granted. If, in

the absence of a protective order or the receipt of a written waiver hereunder, Recipient is nonetheless, in the written opinion of its counsel, legally required to disclose Student Record Information, then Recipient may disclose that Student Record Information without liability hereunder, provided that the District has been given a reasonable opportunity to review the text of the disclosure before it is made and that the disclosure is limited to only Student Record Information specifically required to be disclosed.

7. No License. No licenses or other rights under patent, copyright, trademark, trade secret or other intellectual property laws are granted or implied by this Agreement. The District is not and will not be obligated under this Agreement to purchase from or provide to Recipient any information, service, or product.

8. Disclaimer. The Student Record Information is provided AS IS and without warranty of any kind, whether expressed or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or title. The District shall not have any liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance upon, any Student Record Information.

9. Remedies.

9.1. **Injunctive Relief.** The parties agree that Student Record Information is of a special character, such that money damages would not be sufficient to avoid or compensate the District, its employees, agents and students for any unauthorized use or disclosure thereof, and that injunctive and other equitable relief would be appropriate to prevent any actual or threatened unauthorized use or disclosure. This remedy may be pursued in addition to any other remedies available at law or in equity, and Recipient agrees to waive any requirement for the securing or posting of

any bond. In the event of litigation to enforce any provision hereof, the prevailing party will be entitled to recover all costs, including its reasonable attorneys fees and costs, incurred in connection with the litigation.

9.2. Five-Year Bar. If the District determines, or is made aware of a determination by any other governmental agency, that Recipient has disclosed any Student Record Information in violation of this Agreement, or has maintained any Student Record Information in violation of this Agreement, then without prejudice to any other rights or remedies the District may have, the District shall be entitled to prohibit Recipient from accessing any Student Record Information for a period of five (5) years or more, as determined by the District in its sole discretion.

10. Indemnification. Recipient agrees to indemnify and hold harmless the District, its employees, agents, subcontractors, affiliates, officers and directors from, and defend the District against, any liability or expenses (including reasonable attorneys' fees and costs) arising out of or relating to: (a) any unauthorized or unlawful disclosure of Student Record Information by Recipient; or (b) any breach of this Agreement by Recipient.

11. Required Notice. Recipient shall notify the District immediately upon discovery of any unauthorized use or disclosure of Student Record Information, and will cooperate with the District in every reasonable way to assist the District in regaining possession of the Student Record Information, mitigating the consequences of its disclosure, and preventing its further unauthorized use.

12. Governing Law; Venue. California law will govern the interpretation of this Agreement, without reference to rules regarding conflicts of law. Any dispute arising out of this Agreement

will be submitted to a state or federal court sitting in Los Angeles, California, which will have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the parties irrevocably submit.

13. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand, sent by courier or other express mail service, postage prepaid, or transmitted by facsimile, addressed to a party at the address set out by its signature below.

14. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

15. Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

16. Entire Agreement. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes any and all prior statements or agreements, both written and oral. This Agreement may not be amended except by a writing signed by the parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives.

RECIPIENT

Recipient Name

[ADDRESS]
Recipient Address

THE DISTRICT

Los Angeles Unified School District
333 South Beaudry Avenue
Los Angeles, California 90017

Signature _____

Print Name _____

Title	

Date _____

Signature _____

Dr. Kevon Tucker-Seeley
Print Name

Director, Office of Data & Accountability
Title

Date _____

DATA USE AGREEMENT ATTACHMENT B:

THE LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY ON PROTECTION OF STUDENT RECORDS

State and federal laws strictly regulate the protection of students' educational record information. This policy describes the protections required by law. Violations of this policy could result in a lawsuit against the District and/or any employee that permits an improper disclosure.

This "Family Educational Rights and Privacy Act (FERPA)" policy must be followed any time there is a request for access to, or the possibility of the "disclosure" of, the contents of a student's educational records. As used in this policy, "disclosure" means to permit access to or the release or other communication of information contained in student records, by any means, including oral, written, or electronic. Please note that improperly disposing of student records can constitute a "disclosure" under the law. Use secure disposal methods, such as the shredding of paper records. In any case where there is a question about whether student record information should be disclosed, contact the Office of the General Counsel as soon as possible. In all cases, disclosure may occur only in accordance with the terms of this policy.

1. What kind of information is being requested?

Two general categories of student information must be protected by all District employees— "Confidential Student Information" and "Directory Information." The following general rules apply:

"Confidential Student Information"

"Confidential Student Information" includes any item of information, other than Directory Information, that is directly related to an identifiable District student and is maintained in the student's educational records or in any files maintained by a District employee. The format of the information does not matter—items recorded by handwriting, print, tapes, film, microfilm, on the hard disk, or any means, can all qualify as Confidential Student Information. The general rule is that Confidential Student Information may not be released without written consent from a parent or legal guardian. Exceptions to this rule are detailed below. In any event, Confidential Student Information may only be disclosed in accordance with this policy. If you have any questions about whether or not Confidential Student Information may be disclosed, contact the Office of the General Counsel before any disclosure is made.

"Directory Information"

"Directory information" means a student's name, address, telephone number, date and place of birth, dates of attendance, and most recent previous public or private school attended. Student email addresses, and class schedules are not considered Directory Information and generally may not be released without consent. Directory Information may not be disclosed to or accessed by private, profit-making entities other than the following: Parent Teacher Student Association; Elected Officials; Los Angeles County Departments of Health, Children and Family Services, Mental Health and Probation; United States Armed Forces (Military) Recruiting Agencies; Colleges, Universities or Other Institutions of Higher Education (including for-profit accredited institutions); the National Student Clearinghouse to track college attendance, Los Angeles County Departments Health Related Services (Department of Public Health and Department of Health Care Services), LAUSD School-based Health Care Providers, and the LA Trust for Children's Health. A student's parent or legal guardian (or, in some cases, a student if over 18 years old) may notify the District of any information they refuse to permit the District to designate as directory information about that student. This designation will remain in effect until the parent or legal guardian (or, in some cases, the student) modifies this designation in writing. When this notification has been made, written consent is required before disclosing the applicable Directory Information relating to that student. The procedure for obtaining consent is described below. Questions about releasing Directory Information should be directed to the Office of the General Counsel.

2. Is there an emergency requiring the disclosure of student information?

Any time an emergency creates an immediate danger to the health or safety of a student or other individual, consent is not required to disclose Confidential Student Information to persons in a position to deal with the emergency, as long as (1) the emergency has been verified by a teacher or other school official, and (2) knowledge of the Confidential Student Information is necessary. Disclosure should be limited to only that Confidential Student Information that is necessary under the circumstances.

3. Who is requesting access to student records?

A request for disclosure of Confidential Student Information will come from one of these four kinds of requesters: (1) the student or his or her parent; (2) a District employee; (3) a representative or agent of a state or federal government other than a District employee, such as representatives of departments of education, law enforcement agencies, and

state and federal courts; or, (4) a third party not within any of the first three categories. Each of these possible requesters is discussed below.

For purposes of this policy, a student's "parent" is his or her natural parent, adopted parent, or legal guardian. If a student's parents are divorced or legally separated, only the parents with custody have rights under this policy unless the student's file contains a written agreement signed by both parents indicating that either parent may access student records and give consent to disclosure.

Requests from Parents and Students

Confidential Student Information may be disclosed to students and parents as follows:

The parent of a currently enrolled or former student who is under the age of 18 may access Confidential Student Information concerning his or her student, as may the parent of any student over the age of 18 who is considered a "dependent." Any student who is 16 years of age or older, or who has completed the 10th grade, may access Confidential Student Information about himself or herself. Once a student reaches the age of 18 and is not considered to be a dependent of the parent, the student is thereafter the only person who is entitled to exercise rights related to, and grant consent for the disclosure of, his or her Confidential Student Information contained in those records.

Requests from District Employees and Representatives

Confidential Student Information may only be disclosed to District staff who will be using the information for internal District purposes in connection with their assigned duties and have a legitimate interest in the information. District representatives include teachers, school administrators, and District administrative personnel. In addition, Confidential Student Information may be disclosed without consent to any established member of a school attendance review board who has a legitimate educational interest in the requested information. Disclosure to any other District employee or representative for any other purpose (including for any use by persons or organizations outside the District) requires written consent from the student's parent or legal guardian.

Requests from Government Representatives

Any request for Confidential Student Information from an agency, official, or other representative of a state or federal government must be promptly referred to the Office of the General Counsel, which will respond to the request. Examples of this kind of request include a subpoena, summons or other demand by a court or administrative tribunal, a request from a probation officer conducting any kind of investigation, or a request made by a police officer, state or federal criminal investigator, or a truancy officer. Requests from District Police do not require referral to the Office of General Counsel.

Requests from Third Parties

The general rule is that Confidential Student Information cannot be released to third parties without written consent from a parent or legal guardian. There are, however, exceptions. Confidential student information may be disclosed without consent in response to a request from:

- Officials at private schools and in other school systems where a student intends or seeks to enroll;
- Agencies or organizations requesting information in connection with a student's application for, or receipt of, financial aid (but only as may be necessary to determine the student's eligibility for financial aid, the amount of the financial aid, the conditions that will be imposed in connection with the financial aid, or to enforce the conditions of the financial aid); and
- County elections officials, only for the purpose of identifying students who are eligible to vote and conducting programs offering students the opportunity to register to vote.

Among third parties with whom the District will share Confidential Student Information without consent are vendors who are either performing services normally performed by District employees or are conducting studies to improve instruction. In these cases the District will enter into a Data Use Agreement with such vendors. Examples of such Data Use Agreements are provided in Attachments A-3 and A-4. The District may provide aggregate and statistical data to third parties where such data is not personally identifiable to any individual student. Under FERPA, the definition of personally identifiable information includes "any set of facts that makes a student's identity easily discernable." Therefore, the demographic break down of the student population from which the data is extracted and the size of the pool of students used for such data analysis must be taken into consideration and care must be taken so that it is not easy to discern any individual student's identity. Further, no information that could be used to identify a student, such as student identification number, address, telephone number or social security number may be included.

For all other requests from third parties, consent must be obtained before Confidential Student Information may be disclosed. All questions about disclosing Confidential Student Information to a third party, or about the manner in which consent must be obtained, should be referred to the Office of General Counsel as quickly as possible after receipt of any request.

Requests from Military Recruiters

The No Child Left Behind Act requires secondary schools to provide students' names, addresses, and telephone listings to military recruiters and to institutions of higher education when they request that information. The District is required to provide this information unless the parent, guardian or, in some cases, the student, has made an election to refuse to allow disclosure of that information without prior written consent.

4. Has the proper written consent been obtained?

"Consent" under this policy means written consent, which must come either from a student's parent or an adult student, as applicable. Consent must be obtained on the District's standard form for consenting to the disclosure of Confidential Student Information, and all blanks on the form must be fully and accurately completed before

any information may be released. Any consent to disclose Confidential Student Information (which includes Directory Information for those students whose file includes a written request to withhold Directory Information) must specify the student records to be released, identify the party or class of parties to whom the records may be released, and be permanently kept within the student's cumulative file. A copy of the District's consent form is attached to this policy (Attachment A-1).

5. Has the disclosure been recorded in the student's access log?

Every student's file must contain a log or record (the "access log") that lists all persons, agencies, or organizations requesting or receiving information from the file and the reason(s) for the request. An access log may be inspected only by the student's parent (or the adult student, if applicable), the dependent adult student, and the student who is 16 years of age or older or who has completed the 10th grade. All other requests to inspect the access log must be referred to the Office of the General Counsel.

Access log entries must include:

- the name of the person(s) to whom information was disclosed (or, if no disclosure was made, from whom the request was received);
- the reason for disclosure;
- the time and circumstances of disclosure; and
- the particular records that were disclosed.

A sample access log is attached to this policy (Attachment A-2). The access log must identify each disclosure of Confidential Student Information, except that the access log need not list the following:

- Disclosures to parents, adult students, and students who have reached the age of 16 or have completed the 10th grade; Disclosures to District teachers requesting information about the students they are teaching;
- Disclosures to other District staff accessing information in connection with their assigned duties;
- Disclosures of Directory Information only; and
- Disclosures to anyone for whom written consent has been executed by the parent (or adult student, as applicable), as long as the written consent has been filed in the student's cumulative file.

6. Are there any other questions or concerns?

Any and all other questions and concerns about student record information and the disclosure of any student record information should be directed to the Office of the General Counsel, which can assist in all matters related to this policy and in complying with its terms.

DATA USE AGREEMENT ATTACHMENT C:

THE LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY ON PROTECTION OF HEALTH INFORMATION UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT [HIPAA] OF 1996 REGARDING STUDENT INFORMATION

State and federal laws strictly regulate the protection of an individual's health information. Violating these laws could subject a District employee to disciplinary action, up to and including dismissal, as well as result in a lawsuit against the District and/or the employee who is in violation.

This policy is intended to help District employees follow those laws whenever they receive access or use a student's health-related information, or receive a request for access to that information. A separate attachment will be prepared regarding other types of health-related information. If you have any questions after reading this policy about whether a student's health information may be used or disclosed, you should contact the Office of the General Counsel immediately. Please note that improperly disposing of Personnel Records or Employee Information can constitute a "disclosure" under the law. Use secure disposal methods, such as the shredding of paper records.

1. What is HIPAA?

The Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), established, for the first time, a set of national standards for the protection of an individual's health information. The federal government then published a set of regulations known as the HIPAA Privacy Rule that set forth how an individual's protected health information could be used and disclosed, and the ways in which individuals could control access to their health information. Please note that the HIPAA Privacy Rule does not apply to information contained in an employee's employment record. That information is protected under other federal and state laws.

2. Why does HIPAA apply to the District?

The District, through certain of its divisions, affiliates, employees, and independent contractors, receives and retains records of health care services provided to students. The District also provides medical services to students. Under certain circumstances, a student's health information becomes part of the student's file. Thus, the District and its employees have access to student health information that is protected under HIPAA. Therefore, the District and its employees must comply with all relevant provisions of the HIPAA Privacy Rule.

3. What is a student's protected health information?

A student's protected health information ("PHI") is any information that both (a) identifies the student, including demographic information such as name, address, age, sex, social security number and date of birth, and (b) relates to the student's past, present or future physical or mental health or condition, or to the student's receipt of, or payment for, medical treatment or health care services. PHI does not include non-health care information contained in a student's educational records. Information contained in a student's educational records is protected under other federal and state laws, and that information is separately covered under the District's Policy on Protection of Student Records ("FERPA Policy," Attachment B).

4. How must protected health information be kept confidential?

Protected health information must be kept confidential at all times and may only be used and disclosed in accordance with this policy. This means you cannot disclose PHI to any other person unless authorized by this policy. This includes disclosures made verbally in person or by telephone, and in writing by mail, fax or e-mail. This prohibition on uses and disclosures also means that you cannot repeat information you hear, make copies of information you receive, or share passwords or login information with others unless authorized by this policy. There are serious legal penalties for the unauthorized use or disclosure of PHI. **Do not take any chances. Contact the Office of the General Counsel whenever you have a question about this policy or the use or disclosure of protected health information.** Please note improperly disposing of Personnel Records or Employee Information can constitute a "disclosure" under the law. Use secure disposal methods, such as the shredding of paper records.

5. When may protected health information be disclosed?

A student's protected health information may be disclosed directly to the student upon request by the student if the student is at least 18 years old, the student is an emancipated minor, or the student is requesting protected health information from a medical treatment for which the student is legally allowed to consent. If the student is

under 18 years old, not emancipated or not legally allowed to consent to the medical treatment addressed in the protected health information, the student's PHI may be disclosed directly to the student's parent or legal guardian upon request from the parent or legal guardian, unless one of the following circumstances exists: (1) there is any suspicion or belief that the student has been or may be subjected to domestic violence, abuse, or neglect by the parent or legal guardian, (2) disclosing the student's PHI to the parent or legal guardian could endanger the student, or (3) the request relates to protected health information from a medical treatment that the student sought or obtained on a confidential basis. **If you are not sure whether to disclose a student's protected health information, please contact the Office of the General Counsel.**

A student's protected health information may be disclosed any time there is a serious and imminent threat to the health or safety of a student or other individual as long as (a) the threat has been verified by a health care professional, and (b) disclosure of the PHI is made to someone who can prevent or lessen the threat. PHI may also be used or disclosed by the District in connection with any internal activities of the District related to providing, payment for, or managing health care treatment and services. PHI may also be disclosed to health care providers for purposes of treating a student. In any case where you have a request for disclosure of protected health information that involves notes from psychotherapy or any similar treatment, promptly contact the Office of the General Counsel to discuss the request.

Any request from a government agency or official, a court of law, or any other representative of a state or federal government for a student's protected health information must promptly be referred to the Office of the General Counsel for response. In addition, if you believe that a use or disclosure of protected health information is required by law, such as in the case of possible incidents of child abuse, you must promptly refer the matter to the Office of the General Counsel.

Except as stated in this Section #5, a student's protected health information cannot be used or disclosed without the written authorization of the student, parent or legal guardian, as applicable.

6. Can I conduct a survey in which health related information is solicited from survey participants?

If you are gathering information but not gathering any identifiable information about the individual (such as their name or address) and there is no way to re-identify the individual once the survey has been submitted, then consent is not required. In the text of the survey, you must indicate that the information submitted is not protected by state or federal privacy rules. However, if you are gathering any identifiable information, consent from the subject, or his or her parent or guardian, is required along with certain notices, such as notice of what will be done with the information and how it will be stored.

For example, a survey on kids' exposure to violence that does not also solicit health related information, such as any mental or physical effect of such violence, is permissible. On the other hand, if the survey includes health information or information that could lead to a physical or mental health diagnosis, such as whether the child had problems sleeping or evidence of depression, the information must be kept confidential and consent of the parent, guardian or, in some cases, the student, is required in order to disclose the data. Similarly, basic physical data such as height, weight, and results of PE tests must be kept confidential and not disclosed without the consent of the parent, guardian or in some cases, the student. An exception to this rule is that such data may be disclosed if it is directory information of members of school sports teams and no restriction on disclosure has been submitted by the parent, guardian or, in some cases, the student. On the other hand, data in aggregate form held in a manner that does not permit re-identification of a particular student may be disclosed, such as an announcement that a certain percentage of the student body at a high school passed a certain PE test.

7. How do I obtain a written authorization to disclose protected health information?

Except for disclosures set forth in Section #5 above, you must obtain a written authorization from the student, parent, or legal guardian prior to disclosing the student's protected health information to another person or organization. For example, if you receive a request from another school district or from a college or technical school for a student's records that contain protected health information, you must get a written authorization from the student, or from the student's parent or legal guardian if the student is under 18 years old, not emancipated or not legally permitted to consent to medical treatment, before you release any protected health information. [If the request is from a federal or state agency or court of law you must send the request to the Office of the General Counsel immediately.]

In order to obtain a written authorization, have the student, parent or legal guardian, as appropriate, complete and sign the District's form "Authorization to Release Protected Health Information." A copy of the form is attached to this policy. **The District's authorization form must be completed** regardless of whether you receive another authorization form with the request for the student's protected health information. The District's

authorization form must be completely filled in and signed. Unless the disclosure is expressly permitted by Section #5, you cannot release any protected health information until you have the District's authorization form fully completed and signed by the student, the parent or the legal guardian (as appropriate).

Once the District's authorization form is completed and signed, you can only release the information stated in the form to be disclosed, and in no event can you disclose more information than was requested. For example, if the student's file contains protected health information for school years 1999-2002 and you receive a request for a student's health information for school years 1999-2002, but the authorization is only to release information for school year 2001-2002, you may only release the information for school year 2001-2002. On the other hand, if you receive a request for a student's health information for school years 2001-2002, but the authorization is to release all health information, you may still only release the health information for school years 2001-2002.

8. What other steps must be taken when protected health information is disclosed?

You must keep a record of each time you use or disclose a student's protected health information. Therefore, each time you receive a request for PHI, put a copy of the request in the student's file. If the request must be sent to the Office of the General Counsel for response (See #5 above), make a copy of the request and place the copy in the student's file prior to sending the request to the Office of the General Counsel. If you obtain a written authorization to release the information, put a copy of the written authorization with the original request. You do not need to keep track of disclosures of a student's protected information if you give the PHI directly to the student, or the student's parent or legal guardian.

9. Where can I go for further information?

You should call the Office of the General Counsel at (213) 241-7600 if you have any questions or concerns about how to handle a student's protected health information. In addition, if you have any information about possible violations to this policy or the unauthorized use or disclosure of a student's protected health information, you should contact the Office of the General Counsel. You will not be penalized in any way for reporting such information.

Please be aware that the District is adopting this policy to comply with state and federal law, and is making it available for informational purposes only. This policy is not intended to provide you, or anyone else, with any rights, remedies, claims or causes of action whatsoever.

DATA USE AGREEMENT ATTACHMENT D:

THE LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY ON PROTECTION OF EMPLOYEE RECORDS

From time to time, the District and its employees receive requests for access to private information about an employee. This private information consists of both Personnel Records and Employee Information.

This policy must be followed any time there is a request for access to, or the possibility of the “disclosure” of the contents of an employee’s Personnel records or Employee Information. As used in this policy, “disclosure” means, “to permit access to or the release or other communication of information contained in employee records, by any means, including oral, written, or electronic.” Please note that improperly disposing of Personnel Records or Employee Information can constitute a “disclosure” under the law. Use secure disposal methods, such as the shredding of paper records. In any case where there is a question about whether employee Personnel Records or Employee Information should be disclosed, contact the Office of the General Counsel as soon as possible. In all cases, disclosure may occur only in accordance with the terms of this policy. Failure to follow these policies may result in discipline, including termination.

Some Personnel Records must be kept by the District indefinitely unless microfilmed or otherwise stored. For more information about these, check with Personnel. The laws relating to the privacy of employee information come from many sources, including state and federal statutes. In ordinary situations, the State law applies to situations dealing with the privacy of the District’s employee records. This is different from agency to agency, depending on the level of Federal control over the agency’s day-to-day activities. Because the federal government does not exercise a great deal of control over the day-to-day operations of the District, state law applies, even though the District receives federal funding. If you have any questions about which laws apply, please direct them to the Office of the General Counsel.

1. Are Personnel Records private?

Personnel Records are records kept by the District that may affect or be used relative to that employee's qualifications for employment, promotion, transfer, compensation, attendance or disciplinary action. It is the policy of the District to maintain the privacy of Personnel Records. District employees are permitted to view their own records under certain circumstances, as outlined below. Other District employees are permitted access to these records only where necessary to perform their job. Vendors are permitted access to these records when the information is required to provide services to the employee or District. When protected Employee Information must be transmitted to a vendor providing services to the employee or District, the District shall require that the transmission be by the most secure method practical under the circumstances, and that the vendor keep the information strictly confidential.

2. Is Employee Information private?

Employee Information is information retained by the District about an employee that is not contained in an employee folder. Employee Information includes lists, reports or data on computer systems that are used by other departments or vendors to provide employees services such as payroll, healthcare and Workers’ Compensation. Some types of Employee Information are protected, other types are not. Employee Information such as an employee’s name, position, work phone number or workplace location is a matter of public record and not protected by law. However, Employee Information is protected by this policy when, if released, it could result in an unwarranted invasion of an employee’s personal privacy. Information of this sort is of a personal nature, with no relation to an employee’s work duties or functions. Examples of this kind of “protected Employee Information” include an employee’s home address, phone number, social security number, marital status, parental status, salary information, disciplinary information and other types of information of this nature. Although these are not “personnel records,” it is the policy of LAUSD to maintain the privacy of this type of employee information except when this information must be accessed by employees of the District in order to perform their job functions, or by vendors requiring the information to provide services to the employee or the District. When this protected Employee Information must be transmitted to a vendor providing services to the employee or District, the District shall require that the transmission be by the most secure method practical under the circumstances as determined by the District Information Security Coordinator, and that the vendor keep the information strictly confidential. **If you are unsure as to whether this information is protected, contact the Office of the General Counsel prior to providing this information to anyone outside the District.**

3. Are there any other circumstances where Personnel Records or Employee Information may be released without employee consent?

Under some circumstances required by law, Personnel Records and/or Employee Information, even protected employee information, must be disclosed. An example would be where the names, telephone numbers, and last

known addresses are requested in a subpoena arising out of a lawsuit with the District or a third party. All requests for Personnel Records or Employee Information from any internal or external party who does not require that information as part of their normal job function must be forwarded immediately to the Office of the General Counsel. In certain circumstances, such as when subpoenaed, information may be released unless the employee takes action in court or otherwise to prevent it from being released.

4. What kinds of Personnel Records does the District keep?

The District keeps several types of Personnel Records across multiple organizations within the District. There are five basic categories of personnel information: Service Information, Salary Allocation Information, Employee Relations Information, Health Information, and Supervisor's

Information. Below are the types of records contained in each category. Most of these records are accessible to employees on an appointment basis by the office that keeps the folder. The records that are not accessible are marked with an asterisk (*). These records can be described, to the extent possible, to the employee upon request.

A. Service Information (Employee Relations Department)

1. Applications for employment or reinstatement
2. Certification of citizenship and age
3. Requests for change in classification
4. Correspondence, including letters of reprimand
5. Credential material
6. Derogatory correspondence
7. Grievance Reports (final report)
8. Health approval forms
9. Leaves of Absence
10. Notices of unsatisfactory services or act
11. Oaths of allegiance
12. Performance evaluations, reports or commendations
13. References from inside District for initial employment
14. Report of notice of inadequate or unsatisfactory service
15. Resignations
16. Salary statements
17. Transcripts
18. Information from the Department of Motor Vehicles
19. Department of Justice, Criminal Background Check
20. Workers' Compensation Files
21. Attendance Records
22. Garnishments
23. * Placement files, university or college
24. * References from inside the District for initial employment (prior to 1965)
25. * References from inside the District for promotional exams
26. * References from outside the District

B. Salary Allocation Information (Salary Allocation Unit)

1. Application for Experience Credit
2. Application for Salary Point Credit
3. District in-service class forms
4. Official transcripts used for salary
5. Record of point credit for university and non-accredited institution work
6. Routine correspondence
7. Supplemental claims
8. Verification of previous experience

C. Employee Relations Information (Employee Relations Department) Materials are released only to the Superintendent or his/her designated representative; they are not released to the examination committees, school principals, or supervisors.

1. Court records, conviction statements and related correspondence
2. Derogatory correspondence from inside and outside the District (subject to Education Code 44301)
3. Complaints and files under Board Rule 133

4. Medical appeal correspondence
5. Correspondence, including letters of reprimand
6. Subpoenas
7. * Arrest statements, police reports and fingerprints reports
- D. Health Information (Coordinator, Employee Health)
 1. Correspondence
 2. Medical health record
 3. Medical reports
 4. Dependents' Information
- E. Supervisor's Information (Your Supervisor)
 1. Evaluations and Performance Expectations
 2. Records relating to performance expectations
 3. Derogatory correspondence from inside and outside the District (subject to Education Code 44031)

5. What do I do if I believe employee private personnel records and/or employee information have been released?

Tell your supervisor immediately. If you are a supervisor immediately notify the Office of the General Counsel if you believe any records relating to employees have been released inadvertently. There are strict laws relating to notice that must be followed, and failure to properly notify the proper party may result in disciplinary action, including but not limited to termination.

6. When should I contact the Office of the General Counsel?

As stated above, you should contact the Office of the General Counsel if you believe there has been a release of protected employee information, if there is a subpoena or Public Records Act request, if you receive unsubstantiated negative or inflammatory anonymous information about an employee, or if copies of, or access to, records are requested by a law enforcement agency.