

LOS ANGELES UNIFIED SCHOOL DISTRICT

Procurement Services Center

PROCUREMENT MANAGEMENT BRANCH



REQUEST FOR PROPOSAL (RFP) NUMBER: 1007

CATEGORICAL PARTNERING FOR FOOD-PROCESSING

ISSUED DATE: MARCH 23, 2010

Los Angeles Unified School District

Procurement Services Division

RAMON C. CORTINES
Superintendent of Schools

DUANE P. JOHNSON
Chief Procurement Officer



PETER D. DALE
Director, Procurement Management Branch

REQUEST FOR PROPOSAL LETTER

Date: March 23, 2010

Attention: Proposers

Subject: REQUEST FOR PROPOSAL (RFP) NO. 1007 FOR (Categorical Partnering for Food-processing)

The Los Angeles Unified School District (District) seeks proposals from qualified firms to **partner with the District on the processing of “raw” bulk commodity food into commercial product for the District** as outlined in the Statement of Work below.

Notwithstanding the plan outlined in the District Request for Information and Qualifications that preceded this RFP (RFIQ #1000367-157), any interested firm may submit a proposal in response to this RFP. Proposing firms need not have been qualified through the RFIQ in order to respond to this RFP. Instead, all proposing firms will be qualified through the first phase in the evaluation process for proposals submitted in response to this RFP. (See the “Procurement Process Overview” section below.) Firms that submitted qualifications in response to the RFIQ may respond to this RFP by either supplementing their earlier submittal or providing an entirely new proposal.

All interested parties are invited to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of a contract resulting from this RFP. The District anticipates that any such contract will have a term of five (5) years with no renewal options. Funding is contingent on fiscal year availability.

PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS

Complete proposals must be delivered to the District’s Office at the address below, in a sealed envelope, at or before **2:00 p.m.** on Wednesday, **April 13, 2010**. Proposals received later than the above date and time may be rejected and returned to the proposer unopened. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon

the proposal package by the date/time recorder at the District office reception desk. **Proposers are to submit:**

- One (1) original hard copy and six (6) copies on CD-ROM of Volume I, ("Technical" Proposal) and
- One (1) original hard copy and one (1) copy on CD-ROM of Volume II, (Certifications Forms)

To the District office at the following location:

Los Angeles Unified School District
8525 Rex Road
Pico Rivera, CA 90660
Attention: Sybil Ward, Contract Analyst

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on April 5, 2010 at 1:00 P.M., in Conference Room 2-204 on the second floor of the District offices at 333 South Beaudry Avenue, Los Angeles, California (90017). All prospective proposers are urged to attend.

GROUND RULES AND ASSUMPTIONS

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

1. The contract type will be determined by the proposal-selection.
2. The Period of Performance is anticipated to be five (5) years with no renewal options, commencing July 15, 2010. (Approximate date).
3. NO OBLIGATION TO ENTER INTO CONTRACT – The District reserves the right to reject a firm, as non-responsive, regardless of the stage of the procurement process, if there is a failure to successfully negotiate price/fees, terms and conditions, or a failure of the firm to satisfy any of the final requirements necessary to do business with the District.
4. MODIFICATIONS AND ALTERNATIVE PROPOSALS - The proposer shall submit its basic proposal in strict conformity with the requirements of the RFP Document. Proposers' are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined sufficiently significant to cause its rejection.

Proposers' submitting conforming proposals may submit alternate proposals to this RFP as complete "separate" offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of the District. The District reserves the right to accept or reject any alternate Proposal. Oral, telegraphic, or telephonic proposals and/or modifications will not be considered. Alternative proposals will not be part of the evaluation process unless otherwise noted.

5. PRE-AWARD AUDIT - All Proposers doing business with the District are subject to Pre-Award Audits. The District's Procurement Management Branch shall request that the

District's Office of the Inspector General (OIG) perform Pre-Award Audits on ALL contracts valued at over \$5 million. The Procurement Management Branch may request Pre-Award Audits for all contracts valued at \$5 million or less.

6. EXPENSES - Travel, if applicable shall be itemized to include the number of trips, the number of people traveling, the estimated cost of the transportation, and the per diem cost of each traveler. Travel costs shall be limited to costs consistent with the District Travel and Expense Guidelines incorporated as a reference document into this RFP.
7. Any and all costs arising from this RFP process incurred by the Proposer shall be borne by the proposer, without reimbursement by the District.
8. COMMUNICATIONS WITH THE DISTRICT - All communications with the District regarding this procurement shall be governed by the District's Contractor Code of Conduct incorporated as a reference document into this RFP.

All communications regarding this RFP between potential Proposers and the staff of the District and consultants engaged by the District shall be addressed only to the Contract Analyst identified in the Request for Proposal Letter. At no time PRIOR to the District's Notice of Award shall proposers contact District officials or personnel regarding this RFP or any contract(s) to be awarded as a result hereof. To do so may subject the proposer to disqualification.

9. Proposers should use best efforts to comply with the Small Business Enterprises (SBE) Utilization Program 25% goal, but are required to submit the SBE Utilization Report that is included with the SBE Utilization Program description in this RFP. See the attached SBE Utilization Program description for additional information.

KEY EVENTS SCHEDULE

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

Milestone	Date
RFP Release	March 23, 2010
Pre-Proposal Conference	April 5, 2010
Deadline for Final Written Questions	April 6, 2010
Proposal Due Date	April 13, 2010
Board of Education Approval Date	July 13, 2010
Contract Start Date	July 15, 2010

PROPOSER QUESTIONS, GENERALLY

PRIOR TO THE PROPOSAL DUE DATE of **April 13, 2010**, and with the exception of issues related to ethics or insurance and as explained below, all proposer questions must be in writing and submitted online through the Vendor Registration Website at <http://contracts.lausd.net/vendors>. Proposers may contact the District's Ethics Office directly at 213-241-3330 regarding ethics questions and the District's Division of Risk Management & Insurance Services (213-241-3139) with insurance-related questions.

AFTER THE PROPOSAL DUE DATE, all communications shall be directed to the Contract Analyst identified below.

Los Angeles Unified School District
8525 Rex Road
Pico Rivera, CA 90660
Reference: RFP No. 1007
Title: Categorical Partnering for Food-processing
Attention: Sybil Ward (Contract Analyst)
Fax: 562-654-9017
E-mail: sybil.ward@lausd.net

FINAL QUESTIONS:

Questions regarding this RFP must be received by **2:00 p.m. on April 6, 2010**. As noted above, questions must be in writing and submitted online through the District's Vendor Website at <http://contracts/lausd.net/vendors>. If a proposer wishes to submit more than five (5) questions, that proposer is directed to compile the questions in a Word format document and e-mail or fax the same to the attention of the Contract Analyst (Sybil Ward) at 562-654-9017 (fax) sybil.ward@lausd.net (e-mail).

Los Angeles Unified School District

Sybil Ward, Contract Analyst

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007
Categorical Partnering for Food-processing

TABLE OF CONTENTS

<u>Title</u>	<u>Page Number</u>
SECTION I - GENERAL	
PROJECT OVERVIEW	7
STATEMENT OF WORK	10
PROCUREMENT PROCESS OVERVIEW.....	12
MINIMUM QUALIFICATION REQUIREMENTS	14
EVALUATION CRITERIA	17
SUBMITTAL PACKAGE – What You Are to Submit.....	22
INSTRUCTIONS TO PROPOSERS	26
SUBMITTAL FORMS	34
Pricing Methodology Form	35
Proposal Letter/Certificate of Acceptance.....	38
District Ethics Certification.....	39
Small Business Enterprise (SBE) Utilization Program.....	45
Safety-plan Certification	47
Proposer Questionnaire.....	48
REFERENCE DOCUMENTS	51
Insurance Requirements.....	52
Lobbyist Registration Requirements	54
District Travel and Expense Guidelines.....	55
District Contract Terms and Conditions	58
Contractor Code of Conduct	59

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007
CATEGORICAL PARTNERING FOR FOOD-PROCESSING

PROJECT OVERVIEW

District Objective

The Los Angeles Unified School District is:

- Seeking to redefine our food acquisition process to engage in a more effective least cost purchasing model to reduce overall food cost, taking into consideration all associated costs, including, without limitation, the costs of ensuring timely-delivery, product-availability and product quality;
- Desiring to greatly affect the menu profitability through food purchasing;
- Seeking to craft single multi-year contracts, each addressing all of the District's needs with respect to beef, chicken, turkey or potatoes and utilizing a divergent strategy that would potentially direct the value of the USDA commodity product back to the supplying company;
- Moving toward Nutrient Standard Guidelines so that any partnering supplier would need to provide appropriate product identification information, a product formulation that meets Nutrient Standard Guidelines and microbial testing standards for genus specific items such as Listeria testing;
- Seeking to enhance supply chain efficiencies;
- Newly-receptive to marketing opportunities that could benefit both the District and the processors who are selected as a result of this RFP.

The purpose of this effort is to evaluate and re-engineer the design and delivery process of receiving commercially prepared and United States Department of Agriculture (USDA) commodity entitlements for the District's food services department. The firm must support the District in the removal of all non value add cost and possess similar shared values and principles. Our intent is to reduce product cost by eliminating every penny of non value adds.

The effort will also focus on providing a standardized commercially prepared product, streamlined through efficiency and flexibility with a user friendly process by eliminating steps which do not add value; exploring alternative methods; and evaluating the relationship of food service process structure and interaction. The goal of this procurement process is to deliver the highest quality products available and drive profitability by controlling the entire system.

The District's intent is to enter into a long term professional relationship with the successful firm. We are looking for a firm with experience, financial stability, whose technology will be kept up to date and that will be around and have effective customer service for years to come. Customer service is as important to the District as technology, supply chain efficiency, quality products and will have nearly as much weight in our final determination as price.

Once the sale is made and the implementation completed, a phone call once or twice a year will not be considered good customer service. An important element of good customer service is delivering products as needed on demand, in a timely manner; each and every time.

District Vision

Currently, in December of each year, the District notifies the California Department of Education (CDE) on the type of food products and dollar amounts of the entitlement requested in USDA commodities for the next school year. The state combines the District's request with all other districts in the state and then sends it on to the USDA. The USDA takes the requests from all states, and then waits to see how much of the items requested they will need to buy for price stabilization.

Proposed, is to have the District entitlement dollar requests go directly to USDA and not be combined with other districts within the State of California. The USDA can then provide entitlement dollar valued bulk commodities (as ingredients) directly to bid-winning manufacturers as determined by Food Services. The District would no longer receive "brown box" commodities. Instead, the USDA would procure raw product and have it sent directly to the processors.

This model will ensure that all the District entitlement dollars which are used to procure required commodities as ingredients get to the manufacturer. The Division can then guarantee amounts of finished commercial end-products, because we will be receiving commercial product all year long. The District will also receive a "net off" discount up to the amount of entitlement dollars the manufacturer received.

The District's selected suppliers will be required to work directly with the appropriate federal agencies in Washington to organize the raw material purchases consistent with all federal statutes and regulations. As part of the District categorical contracting processes, we will require that these relationships be in place with each agency and sub-agency prior to assignment of contracts & agreements. Should the District desire to utilize funding from Sections 32, 4 and 11 sources and the State of California approve, then it will be the responsibility of the District to track and account for USDA purchase values to be accurately discounted from the commercial sales prices by product. Electronic data and information accounting directly from each categorical supplier will be required. The District will have an option to receive Monthly Performance Reports directly and in an electronic form. These Division data elements will be tracked and reconciled against the primary contract provisions.

Food-safety and availability in the new model will be paramount. The selected vendors will be expected to warrant food-safety and product-availability, assuming all risk of ensuring those two key aspects of food-provision. The District will, however, endeavor to work with the vendor to use all reasonable inventory quantities of products produced specifically for the District if and when menu changes are mutually agreed upon.

As the Division gains control of USDA commodities entitlements to the District, it will allow guaranteed amounts on future bids to vendors. Once amounts can be guaranteed, significant cost reductions should be received, specifically due to high volume purchases. Much of our cost containment will be derived from eliminating double slotting when USDA foods arrive, i.e., we also have to purchase commercial equivalent items because currently we cannot depend on USDA to meet our menu needs on a day to day basis.

Finally, the partnering relationship envisioned may provide unique opportunities for the selected vendors to partner with the District on marketing efforts that could take advantage of the District's position in the market and the vendor's brand to the advantage of both parties. The District is willing to consider, for example, identifying a selected processor as a District "preferred vendor," permitting processors to label the products it provides the District with the

processor's brand or logo, identifying the District as a customer of the selected processor, allowing the processor to promote its products in District cafeterias or implementing other similar marketing efforts.

Background Facts

There are 688,000 + students enrolled in the District, and with the beginning of the 2009-10 school year food services will have over 900 facilities in which it serves breakfasts and lunches with a total average daily participation of over 600,000 meals. The District currently operates a food and supply warehouse of over 435,000 square feet including frozen, refrigerated and dry goods using some USDA items. Products such as milk and bread are delivered to each site independently under a master service agreement by vendors.

The District owns an existing warehouse facility of 435,000 sq. foot space shared between its General Stores and Foods Warehouses. The warehouse facility is managed by the Materiel Management Branch of the District's Procurement Services Division and its costs are funded primarily through a cost allocation method charged back annually to the Food Services Division.

Food Services Division purchases for food and supplies for the 2008-09 school year were \$109 million. During that same period, Food Services served over 119 million meals with an average total food and supply cost of \$.93 per meal.

The current Collective Bargaining Units include District food services and warehouse and are operated under agreements with Service Employee International Union (SEIU), International Brotherhood of Teamsters Local #517, and California School Employees Association (CSEA). Additional information regarding the District can be found in the "Fingertip Facts" published at: http://notebook.lausd.net/pls/ptl/docs/PAGE/CA_LAUSD/LAUSDNET/OFFICES/COMMUNICATIONS/09-10ENGFINGERTIP%20FACTSREV-2.PDF and generally on the District website (http://notebook.lausd.net/portal/page?_pageid=33,47493&_dad=ptl&_schema=PTL_E).

Examples of District menus currently in use can be found at: http://cafe-la.lausd.net/Caf%C3%A9_LA_Menu. The nutritional requirements to which food served by the District is subject are contained in the following documents, which can be found at: http://cafe-la.lausd.net/Competitive_Foods:

1. Approved List of Snack Foods
2. Approved List of Beverages
3. LAUSD Blueprint for Wellness
4. LAUSD Pub. 464 - Elementary
5. LAUSD Pub. 465 - Secondary
6. Regulations - Competitive Foods
7. Regulations - Detailed and
8. CDE Regulations.

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007
CATEGORICAL PARTNERING FOR FOOD-PROCESSING

STATEMENT OF WORK

Each selected vendor will partner with the District over the term of any contract resulting from this RFP (each such contract a “**Processing Contract**”) by taking USDA “raw” bulk commodity materials annually, making commercial food product and selling the same to the District.

1. Each selected vendor will supply all of the District’s need for the category of food product (chicken, turkey, beef or potatoes) with respect to which the vendor was selected, such that:
 - a. The food product is delivered FOB to the District distribution point of choice (no more than five (5) individual locations) in time for prompt delivery to the District schools,
 - b. The food product is available for serving by each school on the date indicated for that item on the applicable District menu (no later than seven (7) days prior to the menu date);
 - c. The food product is served in the freshest, most wholesome and most nutritious possible state, always in compliance with legal standards for wholesomeness, freshness and quality; and
 - d. The vendor will fill any shortfall in commodity with commercial product of equal or better quality;
2. Each selected vendor’s invoicing process must make commodity indirect sales discounts, trade discounts, cooperative agreement discounts and any other discounts to which the District may be entitled readily apparent to the District’s Accounts Payable staff such that discounts are specifically identified and not just deducted.
3. The selected vendor and the District will work together to:
 - a. Modify food product
 1. In accordance with
 - A. Changes in applicable law,
 - B. Changes in District policy,
 - C. Changes in student taste preferences and
 2. To develop new recipes for commodity and commercial product;
 - b. Establish fair and reasonable pricing for any new products so developed and for any products newly subjected to the Processing Contract; and
 - c. Continuously improve the systems by which each selected vendor will provide food product to the District.

4. Each selected vendor will maintain such records and develop and submit such reports as may be required by the United States Department of Agriculture, the State of California, or federal or state law or as may be reasonably requested by the District.
5. The selected vendor must agree in its Processing Contract to, among other commitments:
 - a. Warrant food-safety, and
 - b. Warrant product-availability.
6. The selected vendor will generally advise and support the District in the removal of all non-value-added cost in the District's use and processing of commodity product.

END OF STATEMENT OF WORK

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007
CATEGORICAL PARTNERING FOR FOOD-PROCESSING

PROCUREMENT PROCESS OVERVIEW

The District anticipates that the selection of the vendors to provide beef-, chicken-, turkey- and potato-processing services in accordance with this RFP will proceed through the five phases outlined below.

- Phase I – Proposal Evaluation, Minimum Qualification Assessment. Proposals submitted in response to the RFP will be evaluated against the minimum qualification requirements and evaluation criteria contained in the RFP. The Source Selection Committee will, at this point determine which of the proposers meet the minimum qualification requirements, tentatively score the proposals against the evaluation criteria and determine what, if any, questions will be raised in clarification interviews.
- Phase II – Clarification Interviews, Competitive Range Determination. This phase will likely include a round of clarification interviews during which the proposal evaluators (Source Selection Committee members) will be given an opportunity to ask questions of each proposer regarding that proposer’s proposal. Following the evaluation of proposals and clarification interviews (if had), the evaluators will determine which proposing firms are in the “competitive range.” Only competitive range proposers will be eligible to proceed to the next phase of the process.
- Phase III - Pre-award Audits. By District policy, the charges proposed by any firm whose prospective District contract is likely to exceed a specified threshold must be subject to a pre-award audit conducted by the District’s Office of the Inspector General. The audit assesses whether the costs proposed are responsive to the RFP and whether they are reasonable and adequately supported. The District currently anticipates that the amount of each of the Processing Contracts is likely to exceed the threshold for pre-award audits. In any event, only proposers found to be in the competitive range would be subject to pre-award audits.
- Phase IV – Negotiation & Facility-inspection. At this phase, the District and each competitive range proposer will determine which of the proposer’s currently-offered, future-contemplated and other future-developed products will be the subject of a Processing Contract and what the actual charge to the District will be of the products and related services. The parties will also resolve any open issues with respect to payment terms or other contract provisions. During this phase, too, District representatives will likely visit and inspect the facilities of competitive-range proposers.
- Phase V - Selection Presented to Board. To the extent the District and the top-ranked competitive range proposers are able to come to satisfactory agreements, the District will recommend to its Board of Education that the District enter into a Processing Contract for each of the food categories in question (beef, chicken, turkey and potato) with the competitive range firm determined by the proposal-evaluators to best meet the District vision as outlined in the RFP. The District has no authority to offer or issue any contract as a result of the RFP prior to the District’s Board of Education approving that contract.

After the District has entered into the Processing Contracts, the District will consider the contractors' proposals, if any, for pursuing joint marketing and other efforts to the mutual benefit of the District and its new contractors.

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007

CATEGORICAL PARTNERING FOR FOOD-PROCESSING

MINIMUM QUALIFICATION REQUIREMENTS

In order to be found sufficiently qualified to propose in response to the RFP, a firm must show that it meets each of the following Minimum Qualification Requirements:

1. The prospective vendor must have and maintain either:
 - a. a current National Processing Agreement, approved by the United States Department of Agriculture for processing fresh product or
 - b. A current commodity-processing agreement with the State of California:
2. The firm must satisfy the District's minimum standards for ethical operation as shown by:
 - a. A signed, completed "Compliance with LAUSD Ethics and Integrity Standards" form (the "**District Ethics Certification**") showing either:
 - i. No items to which the proposing firm has responded "No" or
 - ii. With respect to any item in the District Ethics Certification to which the proposing firm has responded "No," the proposing firm has provided to the District Ethics Office a satisfactory explanation;
 - b. On the day that proposals are due in response to the RFP and at any time after that date and prior to the date on which the District awards a contract under this procurement that the District determines to investigate the matter, the proposer's name is not listed at <https://www.epls.gov/> on the Excluded Parties Listing System list of firms and individuals barred from contracting with the agencies represented by that service; and
 - c. The proposing firm's commitment to comply with the District's Contractor Code of Conduct throughout this procurement (the entire process associated with this RFP), and, if the proposing firm is offered and accepts a Processing Contract, so to comply throughout the term of that agreement;
3. The firm must have a minimal level of apparent viability as demonstrated by:
 - a. The firm's
 - i. Evidence of its ability to comply with the insurance requirements set forth below in the form of either
 1. Certificates of Insurances showing at least the minimum required coverage or
 2. Correspondence from an insurance broker licensed to do business in the state of California, attesting to that ability or
 - ii. Commitment that, if it is offered and accepts a Processing Contract, it will be able to and will comply with the insurance requirements;
 - b. The firm being free from litigation or other legal proceeding on the submittal package due date, which legal proceeding is likely to consume a substantial

portion of the firm's resources during the anticipated term of the Processing Contracts; or

- c. The proposing firm not having filed for bankruptcy (other than Chap. 11) within the last five (5) years; and
4. The firm meets the District's minimum food-safety standards as evidenced by
 - a. The firm and its subcontractors and suppliers/manufacturers :
 - i. Certifying, under penalty for perjury, that a food and related supplies security program is in place in the proposing firm's facilities covering, without limitation, the manufacturing, handling, storage, transportation, and distribution of the food product that will be covered by any Processing Contract that results from this procurement effort, and addressing at least the following areas:
 1. Food Security Plan Management (including HACCP, and Good Manufacturing Practices as established by the United States Department of Agriculture),
 2. Outside Security,
 3. Inside Security,
 4. Processing Security,
 5. Storage Security,
 6. Shipping and Receiving Security,
 7. Water and Ice Supply Security,
 8. Mail Handling Security, and
 9. Personnel Security including background checks; and
 - ii. Committing to warrant the safety of the food product it supplies the District under any Processing Contract that results from this procurement; and
 - b. Records of assessments from accredited food safety-auditing firm showing acceptable performance rating using that auditing firm's criteria for the proposing firm for the last two years; and
 5. The firm must show that it has had the requisite minimum amount of prior experience in that:
 - a. The firm has had at least three (3) years experience performing in accordance with a National or California Processing Agreement;
 - b. It has produced in one year at least the minimum volume of product needed by the District with respect to the product the firm is proposing to provide, which minimum volumes are as follows:
 - i. Beef: 300,000 finished cases or 2 million lbs. raw
 - ii. Chicken: 300,000 finished cases or 2 million lbs. raw
 - iii. Turkey: 100,000 finished cases or 1 million pounds raw
 - iv. Potatoes: 50,000 finished cases or 500,000 pounds raw
 - c. The firm must:
 - i. Have had at least two processing contracts with school districts from the top 100 districts in the country in terms of enrollment; and

- ii. Have provided the product category it is proposing to provide to the District to at least two commercial enterprises.

LOS ANGELES UNIFIED SCHOOL DISTRICT
RFP NO.: 1007
CATEGORICAL PARTNERING FOR FOOD-PROCESSING

EVALUATION CRITERIA

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below. “Proposal Submittal” indicates what the District is asking proposers to submit with respect to each evaluation criterion. “What We’re Looking For” provides the basis for judging the proposal submittal for the particular evaluation criterion. Evaluators may allocate up to the maximum number of points indicated for each criterion for an aggregate maximum total of up to an aggregate maximum of 200 points.

Evaluation Criteria	What We’re Looking For	Proposal Submittal	Max. Points
1 Customer Service/Satisfaction	Responses to reference inquiries that show: <ul style="list-style-type: none"> • Prompt responses to requests for information • Prompt responses to complaints & issues • Satisfactory resolution of complaints & issues • Timely delivery • Ready access to decision-making executives 	<ul style="list-style-type: none"> • Reference contact information, • Responses to Proposer Questionnaire 	20
2 State-of-the-art Technology	<ul style="list-style-type: none"> • On cutting edge of <ul style="list-style-type: none"> • Data collection • Reporting tools • Metric measurements • Trend-analysis • Info. Sharing with customers • Real-time reporting • Constant communication • Technology that adds value and lowers District costs 	<ul style="list-style-type: none"> • Description of proposer’s technology systems • Customer references • Responses to Proposer Questionnaire 	20
3 Experience	<ul style="list-style-type: none"> • Substantial experience in the food-processing industry • Experience reducing costs for customers 	<ul style="list-style-type: none"> • Description of proposer’s experience, specifically including reference to the volume of product the proposer has produced 	20

Evaluation Criteria	What We're Looking For	Proposal Submittal	Max. Points
	<ul style="list-style-type: none"> • Experience reducing paperwork for customers • Recent and substantial experience providing food-processing services to K-12 partners • Recent and substantial experience providing food to commercial clients in an environment requiring a fast turnaround 	<ul style="list-style-type: none"> • Customer references • volume • Responses to Proposer Questionnaire 	
4	<p>Delivery and Implementation Plan</p> <ul style="list-style-type: none"> • A supply-chain management system that: <ul style="list-style-type: none"> • Is efficient • Requires less paperwork • Includes effective quality controls such that problems are anticipated and, when such arise, promptly resolved • Ensures timely delivery • Is flexible enough to easily address changes in District needs • Reduces and controls District costs • Easy, "seamless" communication between District operations and those of the vendor • Proposer's provision of current and new products that meet District nutritional requirements 	<ul style="list-style-type: none"> • Description of proposer's proposed distribution model for: <ul style="list-style-type: none"> ○ District ordering of commodities from USDA ○ Vendor receipt of commodities ○ District ordering of processed product from vendor ○ Vendor delivery of processed product • Customer references • Responses to Proposer Questionnaire 	20
5	<p>Integration Plan</p> <ul style="list-style-type: none"> • A methodology that will result in the lowest overall cost to the District taking into consideration: <ul style="list-style-type: none"> • Costs to the District of administration • All other costs to the District for the receipt of the needed quantity of processed product, including new products <ul style="list-style-type: none"> ○ Developed by the vendor ○ Developed jointly by the vendor and the District and ○ Proposed by the District • Ease of administration by the District • Effect on the District of changes in the vendor's costs and • Transparency of the elements of the cost structure <ul style="list-style-type: none"> ○ It can be easily audited and explained 	<ul style="list-style-type: none"> • Description of how proposing firm will integrate its production, manufacturing and distribution of products with existing District inventory on-time requirements • Responses to Proposer Questionnaire 	20
6	<p>Pricing Methodology</p> <ul style="list-style-type: none"> • Pricing Methodology Form and • Responses to Proposer Questionnaire 	<ul style="list-style-type: none"> • Pricing Methodology Form and • Responses to Proposer Questionnaire 	40

Evaluation Criteria	What We're Looking For	Proposal Submittal	Max. Points
	<p>and</p> <ul style="list-style-type: none"> The manner in which commodity indirect sales and other discounts are applied is easily discernible by District staff 		
7 Social Responsibility	<p>Evidence that the proposing firm is committed to providing some benefit to its local, national and international communities, such as through reducing its carbon footprint, other efforts to be "green," fighting hunger or supporting other charitable endeavors</p>	<ul style="list-style-type: none"> Description of proposer's efforts to be socially responsible through, for example, marketing and use of various social media such as Twitter or Facebook. Responses to Proposer Questionnaire 	10
8 Marketing	<p>Effective strategies to make the vendor's product appealing to District parents and students</p>	<p>Description of proposer's:</p> <ul style="list-style-type: none"> Marketing concepts Annual messaging or theme Advertising budget for school meals Plan for marketing its product to District families and schools Plan for partnering with the District's food service department in its marketing efforts. 	10
9 Training	<p>Evidence that the proposing firm will appropriately incorporate the need to ensure that District staff is sufficiently knowledgeable of proposer firm products, plans and processes to facilitate the most efficient interface between the two organizations.</p>	<p>Description of proposer's plan for training District staff with respect to:</p> <ul style="list-style-type: none"> Preparation, storage and handling of proposer firm products Proposer firm processes as they will relate to proposer firm's delivery of the food product in question Proposer firm processing for billing and reporting Proposer firm's plan for marketing proposer firm products to District schools, parents and students 	10
10 Financial Responsibility	<p>Evidence that the proposing firm:</p> <ul style="list-style-type: none"> Will continue to operate successfully throughout the term of any Processing Contract it accepts Has a robust level of financial capability sufficient to handle contracts as large as any Processing Contract is likely to be and on a multi-year basis Has a history of 	<p>Responses to Proposer Questionnaire</p>	20

Evaluation Criteria	What We're Looking For	Proposal Submittal	Max. Points
11 Safety Plan	<ul style="list-style-type: none"> o Managing for success and o Being successful <p>Vendors who are or follow the best examples of food-safety practices in that:</p> <ul style="list-style-type: none"> • The proposer has documented independent verification of effective written safety plans in place • Proposer staff are properly and regularly trained in current safety procedures • The proposer has executive-level staff whose responsibility it is to ensure food-safety • The proposer's facilities are regularly inspected by accredited agencies in the field of food-safety auditing, • The proposer's facilities are favorably assessed in those audits and • The proposer promptly and appropriately addresses safety issues raised by the food-safety auditors or otherwise. 	<ul style="list-style-type: none"> • Proposer's description of its food-safety program • Copies of proposer's documented food-safety plans • Copies of the reports that have resulted from the food-safety continuous audits performed on the proposer's facilities over the past two years • District staff inspection of the proposer's facilities. 	10
AGGREGATE TOTAL POSSIBLE POINTS:			200

END OF EVALUATION CRITERIA

BASIS OF AWARD

Subject to the provisions herein, Contract award will be made to the responsible proposer with the "highest scored," responsive proposal, giving appropriate consideration to the evaluation factors stated herein. The District reserves the right to make an award to other than the low cost Proposer.

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007
CATEGORICAL PARTNERING FOR FOOD-PROCESSING

SUBMITTAL PACKAGE – What You Are to Submit

[This section to be re-written to account for separate cost-proposal.]

Number and type of copies:

- One (1) original hard copy and six (6) copies on CD-ROM of Volume I, (“Technical” Proposal) and
- One (1) original hard copy and one (1) copy on CD-ROM of Volume II, (Certifications Forms)

Contents Summarized

Volume I – Technical Proposal

Each Submittal Package must include as Volume I:

1. A **cover letter** signed by an authorized representative of the proposing firm and containing every item listed below among those to be included in the cover letter, identified below;
2. A **summary description** of the proposing firm’s experience working under a National or California Processing Agreement;
3. **Food-safety assessment records** for the past two years as required by the Minimum Qualification Requirements above;
4. **Safety-plan Certification** included below;
5. Contact information for at least four **references**;
6. A copy of the proposing firm’s **National or California Processing Agreement**;
7. The Proposer’s responses to the **Proposer’s Questionnaire**;

Covering the information outlined under “Proposal Submittal” in the Evaluation Criteria Table below:

8. **Delivery and Implementation Plan**;
9. **Integration Plan**;
10. **Evidence of proposer’s commitment to social responsibility**;
11. **Marketing Plan**;
12. **Training Plan**;
13. **Safety Plan**; and

14. **Pricing Methodology Form**

Volume II - Certifications

15. The **Proposal Letter/Certificate of Acceptance**, included below, completed and signed on behalf of the proposing firm;
16. The **District Ethics Certification**, also completed and signed; and
17. The completed **SBE Utilization Report**.

Some Submittal Package Items Further Explained

Volume I

Cover Letter

The cover letter shall not exceed (3) single pages and shall be signed by an authorized representative of the proposing firm. The cover letter must include each of the following pieces of information:

- a. The name, address, affiliation, e-mail address, telephone number and fax number of the proposer representative who is to be the District's key contact in connection with this RFIQ,
- b. With respect to the provision of which of the four product categories (beef, chicken, turkey or potatoes) is the proposing firm seeking to qualify,
- c. Either:
 - i. Reference to evidence contained in the submittal package that the proposer is in compliance with the insurance requirements outlined below, or
 - ii. The proposer's commitment so to comply and affirmation of its ability to do so, in the event it is offered and accepts a Processing Contract;
- d. The proposer's commitment to comply with the Contractor Code of Conduct throughout this procurement process and the term of any Processing Contract into which the District may enter with the proposing firm;
- e. An indication of whether the proposing firm has filed for bankruptcy in the past five (5) years and, if so, under what chapter of the U.S. Bankruptcy Code;
- f. An indication of whether the proposer would take exception to any of the District Contract Terms and Conditions outlined below and, if so, why;
- g. An indication of what minimum terms the proposer would expect to see in a contract with the District for the processing services described in the Statement of Work below, if any; and

- h. Disclosure of any civil litigation, arbitration, or proceeding to which the proposing firm has been a party in the past three years or is currently. THIS REQUIREMENT IS A CONTINUING DISCLOSURE REQUIREMENT. Any such litigation, arbitration, or other proceedings commencing after submission of a submission in response to this RFIQ shall be disclosed in a written statement to the Contract Analyst within 30 days of its commencement. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

If the action is currently pending, proposer is asked to describe the nature of the proceeding and the proposer's likely time commitment with respect to it over the next five years. If the proceeding resulting in a judgment or other award against the proposing firm, the proposer should indicate whether the matter involved allegations of fraud or other misconduct by the proposer.

Summary Description

The summary description should detail:

- a. The amount of time the proposing firm has operated under a National or California Processing Agreement,
- b. The types of customers served under the NPA or California processing agreement
- c. The volume of product in question previously produced by the proposing firm for any one customer and in the aggregate annually (specifically addressing the question of whether the proposing firm has previously produced the District minimum volume set forth in Minimum Qualification Requirement No. 5 above), and
- d. How the proposing firm is otherwise qualified to assist the District in achieving the District Objective and realizing the District Vision.

Safety-plan Certification

Each qualifications submittal package must include the "Safety-plan Certification," included in this RFIQ, signed by an authorized representative of the proposing firm and dated the date it is signed.

References

Each qualifications submittal package must include contact information for at least four (4) references, two (2) of which must be among the top 100 school districts in the country in terms of enrollment and at least two must be commercial enterprises. The reference contact information must include:

- a. The firm name
- b. The name of an individual who would be familiar with the services the proposer provided to the firm,
- c. The individual's current title,
- d. The individual's e-mail address and
- e. A telephone number for the individual

Note that the District will determine how many of each proposer's references the District will contact, although the District will contact the same number of references for each proposer.

Pricing Methodology Proposal

Complete and submit the Pricing Methodology Form included in this RFP as a "Submittal Form." Proposers are encouraged to be creative and innovative in developing and proposing pricing schemes that reflect the District's vision and objectives.

Volume II

District Ethics Certification

Note that this document must be signed by an authorized representative of the proposing firm and accompanied by the "My Representatives" list called for by Section 7 of the certification.

Proposal Letter/Certificate of Acceptance

Be sure to identify by number each addendum to this RFP received by the proposing party. If no addenda were received, please put a "0" in the indicated blank.

INSTRUCTIONS TO PROPOSERS

INST. NO.	<u>DESCRIPTION</u>
IP-1	EXAMINATION OF RFP DOCUMENTS
IP-2	INTERPRETATION OF RFP DOCUMENTS
IP-3	PREPARATION OF PROPOSAL
IP-4	MODIFICATION AND ALTERNATIVE PROPOSALS
IP-5	PRE-PROPOSAL CONFERENCE
IP-6	ADDENDA
IP-7	SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE
IP-8	WITHDRAWAL OF PROPOSALS
IP-9	INSURANCE REQUIREMENTS
IP-10	SUBMISSION OF PROPOSAL
IP-11	PROPOSAL EVALUATION PROCESS
IP-12	DEBRIEFING
IP-13	PUBLIC RECORDS ACT
IP-14	DISTRICT RIGHTS
IP-15	DISTRICT OWNERSHIP OF PRODUCTS
IP-16	COMMUNICATION WITH THE DISTRICT
IP-17	DISQUALIFICATION OF PROPOSERS
IP-18	EXECUTION OF CONTRACT
IP-19	FINGERPRINTING
IP-20	FILING OF PROTESTS
IP-21	SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM
IP-22	LAUSD'S ETHICS STANDARDS
IP-23	MANDATORY LOBBYING DISCLOSURE
IP-24	PRE-AWARD AUDITS

LOS ANGELES UNIFIED SCHOOL DISTRICT

INSTRUCTIONS TO PROPOSERS

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

IP-1 EXAMINATION OF RFP DOCUMENTS

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

IP-2 INTERPRETATION OF RFP DOCUMENTS

Prospective Proposers with questions regarding interpretation or clarification of the RFP document shall put all questions in writing and submit them via email or fax to the Contract Analyst identified in the Request for Proposal Letter. The District responses to requests for interpretation or clarification which require a change in scope or RFP requirements will be in writing via addendum and made available only to the listed plan holders of the RFP Documents.

Proposer shall acknowledge receipt of any and all Addenda in its Proposal Letter. The District shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents

IP-3 PREPARATION OF PROPOSAL

The Proposal shall be formatted in accordance with the requirements specified in Section II-A, Submittal Requirements. The Proposal shall include the Proposal Letter/Certificate of Acceptance provided with the RFP Documents. Proposal Letter/Certificate of Acceptance and forms shall be executed by an authorized signatory as described in I-7, the instructions entitled "SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE". All Proposals shall be prepared by and at the expense of the Proposer.

IP-4 MODIFICATIONS AND ALTERNATIVE PROPOSALS

The Proposer shall submit its basic proposal in strict conformity with the requirements of the RFP Document. Proposers are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined sufficiently significant to cause its rejection.

Proposers submitting conforming proposals **may** submit alternate proposals to this RFP as complete **separate** offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of the District. The District reserves the right to accept or reject any alternate Proposal. Oral, telegraphic, or telephonic proposals and/or modifications will not be considered.

IP-5 PRE-PROPOSAL CONFERENCE

The District may conduct a Pre-Proposal Conference. Proposers are invited to attend the Pre-Proposal Conference. Attendance is not mandatory to be considered for award of a contract. . Should the District elect not to hold a Pre-Proposal Conference, its decision shall not relieve the potential Proposer of its sole responsibility for informing itself with respect to any and all conditions as required by Instruction to Proposers entitled EXAMINATION OF RFP DOCUMENTS.

IP-6 ADDENDA

The District reserves the right to revise the RFP Documents prior to the proposal submittal due date. Such revisions, if any, will be made by addenda to this RFP. Copies of such addenda will be furnished, without additional charge, to all those on the RFP Plan holders List.

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

Proposers shall acknowledge receipt of all addenda to the RFP Documents in their Proposal Letter. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

IP-7 SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE

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

IP-8 WITHDRAWAL OF PROPOSALS

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

IP-9 INSURANCE REQUIREMENTS

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

IP-10 SUBMISSION OF PROPOSAL

Each Proposal submitted by Proposer shall be delivered to the District at the address shown on the Request for Proposal Letter up to the date and time shown therein. It is the Proposer's sole responsibility to assure that its Proposal is received as stipulated. The District may leave unopened any proposal received after the date and time for receipt of proposals. Any such unopened proposal may be returned to the Proposer.

IP-11 PROPOSAL EVALUATION PROCESS

The proposal evaluation period will close upon the District's completion of its review and evaluation of RFP Documents. The District shall not give notice, to the Proposers, of the close of the proposal evaluation process. A proposal not meeting the requirements may be rejected as being non-responsive and non-responsible.

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

Responsibility is defined as the apparent ability of the Proposer to meet and successfully complete the requirement of the Contract. Responsibility includes consideration of a Proposer's trustworthiness, the quality of past performance, financial ability, and fitness and capacity to do the proposed work in a satisfactory manner. Proposer may be required to present further evidence that it has successfully performed similar work of comparable magnitude or provide other proof satisfactory to the District that it is competent to successfully perform the work.

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

IP-12 DEBRIEFINGS

Debriefing requests must be received by the District within ten (10) calendar days after issuance of the Notice of Intent to Award. No debriefing shall take place until after Contract execution. Requests for debriefings must be submitted in writing and shall be confined to a discussion of the Proposer's Proposal and its advantages and disadvantages in relation to the requirements of the RFP. The debriefing shall not include point-by-point comparisons of the debriefed Proposer's proposal with those of other Proposers. Moreover, the debriefing shall not reveal any information prohibited from disclosure.

IP-13 PUBLIC RECORDS ACT

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

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

whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Contractors.

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

IP-14 DISTRICT RIGHTS

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

1. Reject any or all of the Proposals;
2. Issue subsequent RFP;
3. Cancel the entire RFP;
4. Remedy errors in the RFP;
5. Reduce the scope of work for a reasonable amount if in the best interest and at the sole discretion of the District;
6. Appoint evaluation committees to review Proposals;
7. Seek the assistance of outside technical experts to review proposals;
8. Approve or disapprove the use of particular subcontractors and suppliers;
9. Establish a short list of Proposers eligible for discussions/clarifications after review of written Proposals;
10. Negotiate with any, all, or none of the Proposers;
11. Solicit best and final offers (BAFO) from all or some of the Proposers;
12. Award a contract to one or more Proposers;
13. Accept other than the lowest priced proposal;
14. Waive informalities and irregularities in Proposals;
15. Award a Contract without discussions or negotiations;
16. Disqualify the proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s);

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

IP-15 DISTRICT OWNERSHIP OF PRODUCTS

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

IP-16 COMMUNICATIONS WITH THE DISTRICT

All communications shall be in writing. All communications regarding this RFP between potential Proposers and the staff of the District and consultants engaged by the District shall be addressed only to the Contract Analyst identified in the Request for Proposal Letter, except requests for information on the Small Business Enterprise (SBE) Utilization Program.

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

IP-17 DISQUALIFICATION OF PROPOSERS

Contractors, Subcontractors or Suppliers that do not comply with all requirements associated with the RFP Documents may be found non-responsive.

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

After the RFP is issued, any person, firm, corporation, Joint Venture/partnership, or other interested party that has discussions regarding this RFP with anyone other than the Contract Analysts may be considered to have gained an unfair competitive advantage. They may be disqualified from this RFP process, except for communications with the District as stated above in instructions entitled, COMMUNICATIONS WITH THE District. Potential Proposers shall adhere to current District policy governing the conduct of all Contractor's of the District. Current District Contractor's Code of Conduct policy can be found at the DISTRICT'S website: <http://ethics.lausd.net>.

IP-18 EXECUTION OF CONTRACT

The Proposer to whom an award is made shall execute the Contract within seven (7) calendar days after being given a Notice of Intent to Award unless waived by the District. Under no circumstances shall work begin prior to contract execution. The District may require appropriate evidence that the persons executing the Contract for the Proposer are duly empowered.

IP-19 FINGERPRINTING

If the nature of the work is such that the Proposer and its staff will have contact with children on the District's school sites, you will be required to comply with the fingerprinting requirement in accordance with California Education Code 45125.1 and the LAUSD contract "Fingerprinting" provisions, regardless of your occupation. In addition, to the extent known at the time of the proposal submittal, you shall **provide a list** of names of your staff that may have contact with pupils as part of your proposal. Additional information on District fingerprinting/ background checks requirements may be obtained from the District's ORMIS department at (213) 241-3139

IP-20 FILING OF PROTESTS FOR NEGOTIATED PROCUREMENTS

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

All protests shall be filed, handled, and resolved in a manner consistent with the District's protest procedures. The District 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) calendar days after the date include in the RFP document, Request for Invitation / Request for Proposal Letter

Protests relating to a recommendation for contract award solicited by this IFB/RFP must be filed by an "interested party" and authorized executive with the authority to bind the company, within five (5) business days after release to proposing firms of the recommendation of Notice of Intent to Award letter. The five dates protest period start with the date indicated on the Notice of Intent to Award letter.

All protest shall be file in writing with the Chief Procurement Officer, or designee, Los Angeles Unified School District, 333 South 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;
- All documentation supporting the allegations of the protest; and
- Statement of the specific relief requested.
- Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based.
- Signature of an authorized executive with the authority to bind the company.

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

IP-21 SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

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

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

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

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

IP-22 LAUSD'S ETHICS STANDARDS

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

Contractors are responsible for ensuring that all their Representatives understand and comply with the duties and requirements outlined in the Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors are encouraged to use training resources made available by LAUSD's

Ethics Office and are expected to proactively manage any potential ethics concerns that may arise in the course of doing business with LAUSD.

IP-23 MANDATORY LOBBYING DISCLOSURE

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

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

IP-24 Pre-Award Audits

1. Definition. A Pre-Award Audit, conducted by the Office of the Inspector General (OIG), examines the reasonableness of a contractor’s cost proposal. It may also include an examination of the contractor’s internal controls, accounting and billing systems, and financial capabilities.

2. All proposing offering to do business with the District are subject to Pre-Award Audits. The District’s Procurement Management Branch shall request that the OIG perform Pre-Award Audits on all contracts valued at over \$5 million. The Procurement Management Branch may request Pre-Award Audits for contracts valued at \$5 million or less.

END OF INSTRUCTIONS TO PROPOSERS

**SECTION II -
SUBMITTAL FORMS**

GENERAL INSTRUCTIONS

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

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

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007
 CATEGORICAL PARTNERING FOR FOOD-PROCESSING

Pricing Methodology Form

Use this form to describe for the District the proposing firm's proposed pricing methodology for calculating and managing all payments from the District to the proposing firm. Items not addressed may affect scoring. Use additional sheets as necessary.

Proposer: _____

Pricing Methodology Proposal Aspect Defined											
1	<p><i>Provide an overview description of the methodology proposer would use to structure the pricing scheme by which any and all payments will be made by the District with respect to the services outlined in the Statement of Work and the commodities the proposer would process for the District were the proposer offered a Processing Contract. Be sure to address whether and how the proposer would invoice the District.</i></p>										
2	<p><i>Identify all likely elements of your proposed pricing scheme and explain what they are and how they are to be calculated. Include proposer's estimation of costs to the District to administer any District process necessitated by the proposed pricing scheme</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Element</th> <th>Description/Explanation</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Element	Description/Explanation								
Element	Description/Explanation										
3	<p><i>By what process would proposer have the District pay the costs identified above?</i></p>										
4	<p><i>How would the proposer's pricing scheme accommodate the prooser's current catalog of products and any new products?</i></p>										

Pricing Methodology Proposal Aspect Defined	
5	<i>How would the proposer's pricing scheme address changes in the proposer's costs?</i>
6	<i>Describe each step the District would need to take in order to implement proposer's pricing scheme.</i>
7	<i>If not already addressed in this form, describe how the proposer would account for the commodity indirect sales discount and other discounts in the proposer's invoicing process</i>
8	<i>If not already addressed in this form, explain how, by the proposer's proposal, the District would access commodity indirect sales discount data.</i>
9	<i>If not already addressed in this form, explain how, by the proposer's proposal, the proposer's distribution costs would be accounted for.</i>

Pricing Methodology Proposal Aspect Defined

--	--

10 *Use this space (and additional sheets, if necessary) to explain any aspect of your proposed pricing scheme not already explained above.*

--	--

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007
CATEGORICAL PARTNERING FOR FOOD-PROCESSING

Proposal Letter/Certificate of Acceptance

PROPOSER _____
D-U-N-S Number _____

In response to the Request for Proposal (RFP) No. 1007 (Categorical Partnering for Food-processing), we the undersigned hereby declare that we have carefully read and examined the RFP documents, acknowledge receipt of Addendum No(s). _____, and hereby propose to perform the Statement of Work outlined in the RFP.

Any contract that results from the RFP is non-exclusive unless otherwise there indicated. The District expressly reserves the right to contract for performance of services such as those described herein through other contractors.

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

The undersigned has reviewed the lobbyist registration program (Attachment E).

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the DISTRICT'S contract unless otherwise noted in the proposal response. If recommended for Contract award, the undersigned agrees to execute a Contract that will be prepared by the DISTRICT for execution, within **5** calendar days following Notification of Award. The DISTRICT will fully execute the contract subject to resolution of Protest filings, if any, and approval by the Board of Education, if required.

Proposer represents that the following person is authorized to negotiate on its behalf with the DISTRICT in connection with this RFP:

(Name) (Title) (Phone)
Email Address: _____

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

BY:

(Signature) (Email)

(Type or Print Name) (Phone)

(Title) (Fax)

(Address)

NAME OF ORGANIZATION:	LAUSD VENDOR ID#:	LAUSD VENDOR SINCE:
-----------------------	-------------------	---------------------

LOS ANGELES UNIFIED SCHOOL DISTRICT

**District Ethics Certification
(Compliance with LAUSD Ethics and Integrity Standards)**

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

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

1. ETHICS AGREEMENT

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

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

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

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

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.		

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

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

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

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

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

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

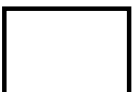
A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH OR ON BEHALF OF LAUSD IN A MANNER THAT WOULD BE REASONABLY KNOWN TO CREATE OR LEAD TO A PERCEPTION OF SELF-DEALING.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT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

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

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

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

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



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

Disclosure of Your Representatives		
Please attach an additional sheet of paper with the heading "Our Representatives" and provide the following: 1) the full name of all subcontractors, employees, agents and anyone else who will act on your organization's behalf for this LAUSD contract, 2) each individual's position title, and 3) each individual's organizational affiliation.		
Disclosure Relating to Current & Former LAUSD Officials		
For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Current & Former LAUSD Officials" and provide the following: 1) the full name of the current or former LAUSD official(s) involved, 2) the official's employment dates with LAUSD, 3) the official's final three-year history of LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of the responsibilities and services being performed for your organization, and 6) the time period(s) for which your organization or representative has compensated the official. <i>Note: Public agencies are exempt from this requirement and may indicate so on their attachment.</i>		
A. MY ORGANIZATION AND OUR REPRESENTATIVES ARE <u>NOT</u> COMPENSATING ANY CURRENT LAUSD OFFICIALS. WE KNOW THAT AN LAUSD OFFICIAL IS BROADLY DEFINED TO INCLUDE "ANY BOARD MEMBER, EMPLOYEE, CONSULTANT OR ADVISORY MEMBER OF LAUSD" WHO IS INVOLVED IN MAKING RECOMMENDATIONS OR DECISIONS FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. MY ORGANIZATION AND OUR REPRESENTATIVES ARE <u>NOT</u> COMPENSATING ANY INDIVIDUALS WHO HAVE BEEN FORMER LAUSD OFFICIALS WITHIN THE LAST THREE (3) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Other Affiliations" and provide the following: 1) the full name of the LAUSD official(s) involved, 2) the official's current LAUSD position title held and department worked, and 3) the details of the official's relationship or affiliation with your organization or representatives.		
C. MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING THE FAMILY MEMBERS OF ANY LAUSD OFFICIALS WHO ARE INVOLVED WITH THIS CONTRACT OR OUR WORK FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. MY ORGANIZATION AND OUR REPRESENTATIVES HAVE NO KNOWLEDGE OF ANY FORMER EMPLOYEES OF OURS WHO ARE PRESENTLY EMPLOYED BY LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Lobbying Disclosure		
E. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN ANY LAUSD LOBBYING ACTIVITIES WITHOUT THE APPROPRIATE REGISTRATION AND DISCLOSURE THROUGH LAUSD'S ETHICS OFFICE WEBSITE (WWW.LAUSD.NET/ETHICS). WE UNDERSTAND THAT UNDER LAUSD'S LOBBYING DISCLOSURE CODE, REGISTRATION IS REQUIRED IF WE ARE PAID BY A CLIENT TO LOBBY LAUSD, OR IF WE WILL SPEND MORE THAN \$10,000 THIS YEAR TO LOBBY LAUSD ON OUR OWN BEHALF. WE KNOW THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION, INCLUDING MARKETING AND PROMOTIONAL EFFORTS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

State-Mandated Statement of Economic Interests
(for professional services contracts only)

F. MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY THE FINANCIAL DISCLOSURE REQUIREMENTS OF CALIFORNIA'S POLITICAL REFORM ACT WHICH REQUIRES INDIVIDUAL CONTRACTORS AND THEIR REPRESENTATIVES TO DISCLOSE ECONOMIC INTERESTS THAT COULD BE FORESEEABLY AFFECTED BY THEIR EXERCISE OF CONTRACTUAL DUTIES.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	---------------------------------	--------------------------------

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

G. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT BE INVOLVED IN PERFORMING ANY ACTIVITIES OR DECISION-MAKING FOR LAUSD IN THIS CONTRACT SUCH AS: OBLIGATING LAUSD TO A COURSE OF ACTION; APPROVING PLANS, DESIGNS, REPORTS OR STUDIES FOR LAUSD; ADOPTING POLICIES, STANDARDS AND GUIDELINES FOR ANY SUBDIVISION OF LAUSD; AUTHORIZING LAUSD TO ENTER INTO, MODIFY, OR RENEW A CONTRACT; NEGOTIATING ON BEHALF OF LAUSD; ADVISING OR MAKING RECOMMENDATIONS TO LAUSD DECISION-MAKERS; CONDUCTING RESEARCH OF INVESTIGATIONS FOR LAUSD; PREPARING A REPORT OR ANALYSIS THAT REQUIRES AN EXERCISE IN JUDGMENT OR PERFORMING DUTIES SIMILAR TO AN LAUSD STAFF POSITION WHICH IS ALREADY DESIGNATED AS A FILER POSITION IN LAUSD'S CONFLICT OF INTEREST CODE.	<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.		
---	--	--

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

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

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

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007
CATEGORICAL PARTNERING FOR FOOD-PROCESSING

Small Business Enterprise (SBE) Utilization Program

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

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

Size standards may be viewed at:

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

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

MONITORING/PENALTIES

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



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

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

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

Firm Name _____ RFP# _____

SBE STATUS (check one)

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

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

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

No SBE utilization

Non-profit organization

Educational institution

Government agency

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

Representative _____ Title _____

Date _____ Telephone _____

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007
CATEGORICAL PARTNERING FOR FOOD-PROCESSING

Safety-plan Certification

Proposing firm: _____

On behalf of the above-referenced proposing firm, the undersigned, hereby:

1. Certifies, under penalty for perjury, that a food and related supplies security program is in place in the proposing firm's facilities covering, without limitation, the manufacturing, handling, storage, transportation, and distribution of the food product that will be covered by any Processing Contract that results from this procurement effort, and addressing at least the following areas:
 - a. Food Security Plan Management (including HACCP, and Good Manufacturing Practices as established by the United States Department of Agriculture),
 - b. Outside Security,
 - c. Inside Security,
 - d. Processing Security,
 - e. Storage Security,
 - f. Shipping and Receiving Security,
 - g. Water and Ice Supply Security,
 - h. Mail Handling Security, and
 - i. Personnel Security including background checks; and
2. Commits to warrant the safety of the food product it supplies the District under any Processing Contract that results from the procurement of which the above-identified Request for Information & Qualifications is a part.

Signature

Date

Name, typed or printed

Title, typed or printed

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007
CATEGORICAL PARTNERING FOR FOOD-PROCESSING

Proposer Questionnaire

Note that while proposers are not required to provide responses to every one of the questions listed below for their proposal to be considered responsive, responses will be considered in evaluating each of the evaluation criteria (shown in italics) associated with each question. Proposers who provide more information on which the District's evaluation team may base their assessments may receive higher scores than proposers who provide little or no information in connection with any particular evaluation criterion.

Customer Service/Satisfaction

1. Provide the address of your company's headquarters and the locations of any major branch offices.
2. Provide list of executive-level contacts for the District (may be titles without individuals named).

State-of-the-art Technology

3. How will your firm use technology and incorporate value added services through procurements with USDA and in coordination with the District?

Experience

4. Indicate the number of K-12 business partners the proposer has had over the past three years and identify the top 25 (in terms of volume of product processed) by name;
5. Indicate the number of customers for which the proposer has produced, in the past three years, at least the minimum volume specified in the Minimum Qualification Requirement No. 5.b for the product(s) the proposer is offering to provide to the District .
6. Describe the maximum volume of product produced by your firm for any one customer and over all annually.
7. How does your company compare to its main competitors? (Consider both national and local markets.)

Delivery and Implementation Plan

8. How would your firm manage its inventory to ensure the District timely supply of your product?:
9. Identify cost containment at each touch point before and after food is purchased and impact on customer counts.
10. Provide a detailed description of the raw material supply chain, including systems.
11. How will your firm engage with the USDA to use the District's commodity entitlement?
12. How will your firm:
 - i. Evaluate standard yield processing to increase product yields?
 - ii. Evaluate product formulations to move to Nutrient Standard Menu Planning?
 - iii. Evaluate product formulation in meat and/or breeding group concepts?
13. Under product formulation groups, will all core products utilize the same meat block and/or breeding mix?
14. Evaluate processing yield concept. (This concept could potentially allow the District to purchase fewer trucks of commodity product or create the probability that the District may not be required to purchase "raw" commodity and commercial product to reduce overall menu cost.)
15. Process map the information flow in and between you, the USDA and the District.

16. Provide a detailed implementation plan with process mapping, timelines, training and how products, recipes and inventory records are moved through your system.

Integration Plan

17. What of your currently-offered or currently-contemplated products meet the District's current nutritional requirements?

Price

18. How will your payment proposal be consistent with the process outlined in the Prompt Payment Act?
19. On what terms will payment made by way of electronic funds transfer be discounted for the District?
20. How will the District be rewarded for quick pay?
21. Demonstrate your firm's capacity to optimize federal funds (that is any funds the USDA has to procure raw, bulk, farm-level commodities and any other federal funding that could be directed to the District) in the best interest of the District.
22. How will your firm account for fluctuations in product costs over the course of a year and from year to year?
23. What publicly-available index would best reflect inflation in your costs?

Social Responsibility

24. Explain in detail how your company addresses hunger relief efforts and how your firm would partner with the District in that regard.
25. List your firm's charitable contribution partners over the last three years and how your company worked with them.
26. Explain in detail how your company has undertaken the responsibility to develop and/or implement significant agriculture processes that support farm and ranch or consumer initiatives.
27. Explain steps your company has taken to become more environmentally-conscious. Include discussion of:
 - i. Specific initiatives to reduce:
 1. Water-consumption,
 2. Energy-consumption
 3. Greenhouse gas-production and
 4. Waste-production;
 - ii. What results were achieved and
 - iii. How those results were measured.

Financial Responsibility

28. Write a brief paragraph that describes your company, its history, the sector in which you operate and the products you make. Good sources to reference are your company website, WetFeet, Businessweek, and other financial websites. Include details of specific efforts designed around how your company will connect in similar shared strategies with the District.
29. Provide your company's most recent revenues, gross volume, and historical growth in revenues and profits (most recent 3-5 years) or other documentation that would demonstrate your firm's financial stability and sustainability.
30. How does your company compare to others in the same sector? What is USDA ranking in terms of volume in the category?
31. How many employees does your company have?
32. What obstacles does your company face in its sector, and does your company have any innovative approaches for overcoming them?

33. Research and describe a time in which your company faced a major crisis that threatened its business. How did the company address and overcome the situation?
34. Does your company operate and distribute a retail labeled brand and is it nationally or globally recognized?
35. Is your company a member of the American Commodity Distribution Association?

REFERENCE DOCUMENTS

Contractors selected as a result of this procurement will be subject to the terms and provisions outlined in the following documents, copies of which are included in this RFP, as such may be modified from time to time by the District:

- The minimum insurance requirements specific to this procurement,
- Lobbyist registration requirements,
- District Travel and Expense Guidelines,
- District Contract Terms and Conditions
- Contractor Code of Conduct

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007

CATEGORICAL PARTNERING FOR FOOD-PROCESSING

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

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 25,000 med expenses
- \$1,000,000 personal & adv. injury
- \$5,000,000 general aggregate
- \$5,000,000 products/completed operations aggregate

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

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

Part A – Statutory Limits

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

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

- D. OTHER COVERAGE, when applicable:

- Excess/ Umbrella Liability coverage

\$ 5,000,000 per occurrence/ \$ 5,000,000 aggregate

- 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. 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.

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007

CATEGORICAL PARTNERING FOR FOOD-PROCESSING

Lobbyist Registration Requirements

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

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

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

DISTRICT TERMS AND CONDITIONS

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007
CATEGORICAL PARTNERING FOR FOOD-PROCESSING

District Travel and Expense Guidelines

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

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

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

A. Auto Mileage

Auto mileage will be reimbursed at the current Federal Government mileage rate, which may be found on the following Federal Government website: <http://www.irs.gov>.

B. Air Travel

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

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

C. Combining Business Travel with Personal Travel

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

D. Air Travel Insurance

The DISTRICT does not pay for air travel insurance.

E. Accommodations

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

F. Laundry

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

G. Entertainment

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

H. Auto Rental

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

I. Meals

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

In lieu of itemizing meal expenses and submitting receipts, the Contractor's employees may claim the standard \$26.00 per diem for the duration of the travel.

J. Telephone Usage

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

K. Parking and Ground Transportation

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

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

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

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

L. General Parking

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

M. Tolls and Fees

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

N. Baggage Handling

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

O. Other Business Expenses

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

P. Unallowable Expenses

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

Q. Other Source of Information

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

District Contract Terms and Conditions

The actual contract terms the District will propose will largely depend on the particular elements of the proposal selected. However, proposers should understand that the District generally requires that its professional services agreements include the following provisions:

- 1 Contractor indemnify the District for costs and liability arising out of:
 - a. Contractor's performance (or failure to perform),
 - b. Food-safety related claims and
 - c. Allegations of the contractor's infringement of intellectual property rights.
- 2 Depending on the cost structure, the District will have the right to audit the contractor's books.
- 3 Contractor will be responsible for complying with all USDA requirements.
- 4 The contractor will reimburse the District if the contractor is unable to supply the quantity needed by the District and the District has to purchase the same from someone else.
- 5 In connection with employment for the provision of the services that are the subject of the contract, the contractor does not discriminate based on race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition.
- 6 The District will have the right to terminate:
 - a. For the District's convenience
 - b. If the District loses or does not get funding for the services or
 - c. For the contractor's default.
- 7 Neither party will assign any interest in the contract (including by a sale of all of the vendor's stock) without the prior consent of the other
- 8 Vendors' employees, likely to be exposed to District students, must comply with California's requirements for fingerprinting and background checks.
- 9 Information and material furnished by the District shall remain District property.

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1007
CATEGORICAL PARTNERING FOR FOOD-PROCESSING

Contractor Code of Conduct

**LOS ANGELES UNIFIED SCHOOL DISTRICT
(Adopted 11/02, revisions effective 11/06)**

Preamble

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

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

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

1. Contractors

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

2. Mission Support

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

3. Ethical Responsibilities

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

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

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

- A. *Demonstrate Honesty and Integrity* – Contractors shall adhere to the highest standards of honesty and integrity in all their dealings with and/or on behalf of LAUSD. As a general rule, Contractors must exercise caution and avoid *even the appearance of impropriety or misrepresentation*. All

communications, proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.

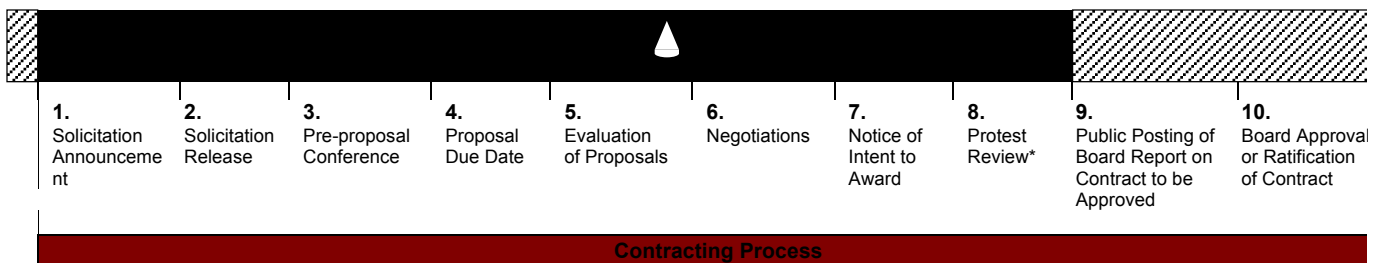
B. *Be a Responsible Bidder* – Contractors shall demonstrate a record of integrity and business ethics in accordance with all policies, procedures, and requirements established by LAUSD.

(1) *Critical Factors* – In considering a Contractor’s record of integrity and business ethics, LAUSD may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental agencies, tax delinquencies, settlements, financial solvency, past performance, prior determinations of failure to meet integrity-related responsibilities, and violations by the Contractor and its Representatives of any LAUSD policies and Codes in prior procurements and contracts. LAUSD reserves the right to reject any bid, proposal and contract, and to impose other sanctions against Contractors who fail to comply with our district policies and requirements, or who violate the prohibitions set forth below in Section 6, Prohibited Activities.

C. *Maintain the Cone of Silence* – Contractors shall maintain a Cone of Silence during required times of the contracting process to ensure that the process is shielded from even the appearance of undue influence. Contractors and their Representatives risk disqualification from consideration and/or other penalties outlined in Section 8, Enforcement Provisions, if they engage in prohibited communication during the restricted period(s).

(1) *Competitive Contracting Process* – To ensure a level playing field with an open and uniform *competitive* contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced until the time a contract award recommendation is made public by the Board Secretariat’s posting of the board report for the contract to be approved. During the time under the Cone of Silence, Contractors and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any LAUSD official as this could appear to be an attempt to curry favor or influence. An “LAUSD official” is broadly defined to include “any board member, employee, consultant or advisory member of LAUSD” who is involved in making recommendations or decisions for LAUSD.

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



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

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

(a) *Prohibited Communication* – Examples of prohibited communication by Contractors and their Representatives under the Cone of Silence include, but are not limited to:

- (i) contact of LAUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;
- (ii) contact of LAUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;
- (iii) contact of LAUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.

(b) *Exceptions* – The following are exceptions to the Cone of Silence:

- (i) open and uniform communications which are made as part of the procurement process such as the pre-bid or pre-proposal meetings or other exchanges of information which are given to all proposers;

- (ii) interviews or presentations to evaluation committee members which are part of the procurement process;
 - (iii) clarification requests made in writing, under the terms expressly allowed for in an LAUSD contracting document, to the appropriate designated contract official(s);
 - (iv) negotiations with LAUSD's designated negotiation team members;
 - (v) protests which follow the process outlined by LAUSD's protest policies and procedures; and
 - (vi) requests for technical assistance approved by LAUSD contract officials (for example questions relating to LAUSD's Small Business Enterprise Program, or requests for formal guidance on ethics matters from the Ethics Office).
- (2) Non-Competitive Contracting Process – To ensure the integrity of the non-competitive contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when a proposal is submitted to LAUSD until the time the contract is fully executed. During this designated time, Contractors and their Representatives are prohibited from making any contact with LAUSD officials on any of the terms of the contract under consideration as this could appear to be an attempt to curry improper favor or influence. The only exceptions to this Cone of Silence are clarification requests made with the Contract Sponsor or the appropriate designated contract official(s) in the Procurement Services Group or Facilities Contracts Branch.

Examples of Maintaining the Cone of Silence

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

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

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

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

- D. *Manage Potential Conflicts* – Contractors shall disclose all potential or actual conflicts to LAUSD on an ongoing basis with a Meaningful Conflict Disclosure. A "Meaningful Conflict Disclosure" is a written statement to LAUSD which lays out full, accurate, timely, and understandable information with regard to any potential conflicts involving Contractors and their work for LAUSD. The specific requirements for a Meaningful Conflict Disclosure are set forth in Section 3.D.(2) below. LAUSD relies on these proactive disclosures by Contractors to manage potential conflicts before they become actual conflicts of interest. A potential for conflict is present whenever a situation arises which creates a real or apparent advantage or a competing professional or personal interest for a Contractor. Such situations become conflicts of interest, if appropriate safeguards are not put into place. Examples of potential or actual conflicts include, but are not limited to situations when:
- a financial relationship (income, stocks, ownership, investments, loans, excessive gifts, etc.) or close personal relationship exists or has existed between a Contractor or its Representatives and a LAUSD official;
 - a financial or close personal relationship exists between any officers, directors or key employees of a Contractor or its Representatives and a LAUSD official;
 - a prior, current or potential employment relationship exists between a Contractor or its Representatives and a current or former LAUSD official;
 - an overlap exists between work that a Contractor or its Representative performs or has performed for LAUSD and work he or she will perform on behalf of another client; or
 - an opportunity arises in which a Contractor or its Representative can make a governmental decision within the scope of LAUSD contractual duties that impacts his or her personal financial interests or relationships,

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

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

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

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

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

Examples of Managing Potential Conflicts

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

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

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

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

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

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

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

Example of Seeking Advice

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

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

4. Relationship Management

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

- A. *Employ Good Practices* – Contractors and their Representatives shall conduct their employment and business practices in full compliance with *all* applicable laws, regulations and LAUSD policies, including but not limited to the following:
- (1) *Equal Employment Opportunity* – Contractors shall ensure that there is no discrimination in hiring due to race, color, religious creed, national origin, ancestry, marital status, gender, sexual orientation, age, or disability.
 - (2) *Health and Safety* – Contractors shall provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations, and practices.
 - (3) *Drug Free Environment* – Contractors shall ensure that there is no manufacture, sale, distribution, possession or use of illegal drugs or alcohol on LAUSD-owned or leased property.

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

Example of Respecting Gift Limits

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

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

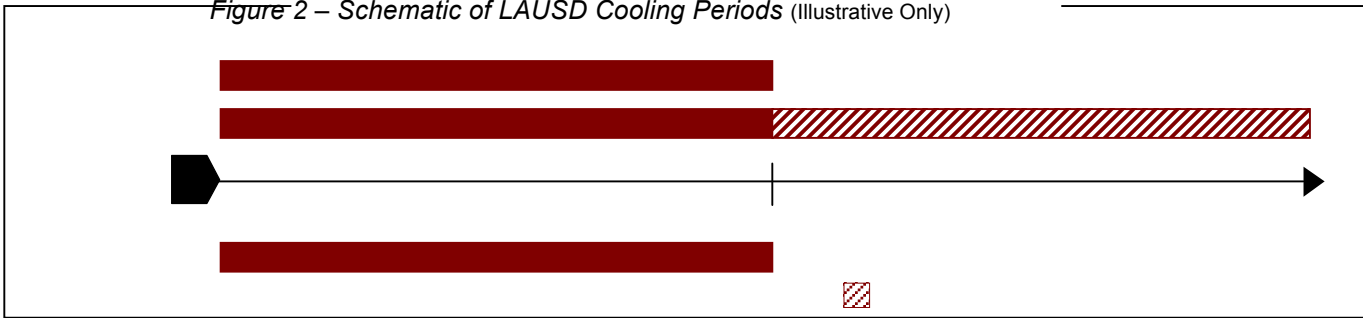
Anyone doing business with LAUSD shall be charged with full knowledge that LAUSD’s contracting decisions are made based on quality, service, and value. LAUSD does not seek any improper influence through gifts or courtesies.

Begin LAUSD
Employment

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

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

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



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

Example of Lobbying Restriction

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

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

(2) Government to Industry Restriction

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

Example of Insider Advantage Restriction

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

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

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

Example of Contracting Benefit Restriction

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

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

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

Example of Industry to Government Restriction

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

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

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

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

Example of Safeguarding an Employment Offer

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

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

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

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

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

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

5. Disclosure Obligations

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

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

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

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

- (b) on an ongoing basis thereafter in accordance with the April 1st annual deadline, and
- (c) upon termination of work with LAUSD.

- (3) Process – Contractors and their Representatives shall coordinate with their LAUSD Contract Sponsor(s) to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by the LAUSD Ethics Office to be considered properly filed in accordance with the Political Reform Act.
- (4) Disqualifications – Individuals who must file financial disclosure statements are subject to the requirements of the Political Reform Act as is the case with any other “public official” including disqualification when they encounter decision-making that could affect their financial interests. Contractors and their Representatives shall be responsible for ensuring that they take the appropriate actions necessary, so as not to violate any aspect of the Act.

Examples of Form 700 Filers and Non-Filers

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

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

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

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

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

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

6. Prohibited Activities

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

GENERAL PROHIBITIONS

- A. *Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*
- B. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- C. *Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*
- D. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*

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

CONTRACTING PROHIBITIONS

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

- U. *Submitting a bid as a proposer or sub-proposer on a particular procurement after participating in its development (e.g. identifying the scope of work, creating solicitation documents or technical specifications, developing evaluation criteria, and preparing contractual instruments)*

LOBBYING PROHIBITIONS

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

7. Issues Resolution

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

8. Enforcement Provisions

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

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

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

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

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

9. Future Code Updates

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

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

10. Severability

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