

# LOS ANGELES UNIFIED SCHOOL DISTRICT

## PROCUREMENT



**REQUEST FOR PROPOSAL (RFP) NUMBER: 1077**

**CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS**

**ISSUED DATE: February 22, 2012**

# Los Angeles Unified School District

## Procurement

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### REQUEST FOR PROPOSAL LETTER

Date: February 22, 2012

Attention: Proposers

Subject: REQUEST FOR PROPOSAL (RFP) NO. 1077 (Categorical Partnering on Food-related Paper & Plastic Products)

The Los Angeles Unified School District (District) seeks proposals from qualified firms to **partner with the District on the provision of food-service-related paper goods and plastic products to as many as three (3) locations identified by the District** as outlined in the Statement of Work below.

The District anticipates that any contract entered into as a result of this procurement (the "**Paper/Plastic 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 Thursday, March 23, 2012**. Proposals received later than the above date and time may be rejected and returned to the proposer unopened. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the proposal package by the receiving District employee on the 22<sup>nd</sup> Floor of the District office shown below.

**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, (Certification Forms)

**To the District office at the following location:**

Los Angeles Unified School District  
Procurement  
333 S. Beaudry Avenue  
22<sup>nd</sup> Floor  
Los Angeles, CA 90017  
Attention: Anthony Silo, Contract Adm. Analyst

**PRE-PROPOSAL CONFERENCE**

In the interest of ensuring that prospective proposers have as clear an understanding as possible of what the District intends and seeks by this procurement, the District will offer proposers a pre-proposal conference to provide opportunities to meet with District staff and ask questions.

The pre-proposal conference will be held on March 1, 2012, from 10:00 A.M. to 11:00 A.M., in Room 22-124 on the 22<sup>nd</sup> floor of the District’s Administration Building at 333 South Beaudry Avenue, Los Angeles, CA 90017.

Although attendance is not mandatory, 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. **CONTRACT TYPE** - The contract type applicable to each Paper/Plastic Contract will be determined by the selected proposal.
2. **PERIOD OF PERFORMANCE** - The Period of Performance is anticipated to be five (5) years with no renewal options, commencing July 1, 2012. (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 this 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 the proposal’s rejection.

Proposers' submitting conforming proposals may also submit alternate proposals as complete "separate" offers. The District reserves the right to accept or reject any alternate proposal. Oral, telegraphic, e-mailed or telephonic proposals and/or modifications will not be considered.

5. PRE-AWARD AUDIT - All Proposers doing business with the District are subject to audits by the District's Office of the Inspector General (OIG). The District's Procurement Division may request that the OIG perform a, pre-award or post-award incurred cost, audit on any contract let as a result of this solicitation.
6. EXPENSES - Travel, if applicable and approved, 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. COSTS OF PROPOSING - Any and all costs arising from this RFP process incurred by the Proposer shall be borne by the proposer, without reimbursement by the District.
8. COMMUNICATIONS WITH THE DISTRICT - All communications with the District regarding this procurement shall be governed by the District's Contractor Code of Conduct incorporated as a reference document into this RFP.

All communications regarding this RFP between potential Proposers, on one hand, and District representatives (staff and consultants), on the other, shall be addressed only to the Contract Analyst identified in this RFP. At no time PRIOR to the District's Notice of Award shall proposers contact District representatives regarding this RFP or any contract(s) to be awarded as a result hereof other than as provided herein. To do so may subject the proposer to disqualification.

**KEY EVENTS SCHEDULE**

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

<b>Milestone</b>	<b>Date</b>
RFP Release	February 22, 2012
Non Mandatory Pre-proposal Conference	March 1, 2012
Deadline for Final Written Questions	March 13, 2012
Proposal Due Date	March 23 , 2012
Board of Education Approval Date	May 8, 2012
Contract Start Date	July 1, 2012

## **PROPOSER QUESTIONS, GENERALLY**

PRIOR TO THE PROPOSAL DUE DATE of **March 23, 2012**, 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  
Procurement  
333 S. Beaudry Avenue  
22<sup>nd</sup> Floor  
Los Angeles, CA 90017  
Reference: RFP No. 1077  
Title: Categorical Partnering on Food-related Paper & Plastic Products  
Attention: Anthony Silo (Contract Adm. Analyst)  
E-mail: [Anthony.Silo@lausd.net](mailto:Anthony.Silo@lausd.net)

## **FINAL QUESTIONS:**

Questions regarding this RFP must be received by **2:00 p.m. on March 13, 2012**. As noted above, questions must be in writing and submitted online through the District's Vendor Website at <http://contracts/lausd.net/vendors>. In those instances where a proposer wishes to submit more than five (5) questions at a time, that proposer is asked to also send the questions in a Word format document by e-mail to the attention of the Contract Adm. Analyst (Anthony Silo) at [Anthony.Silo@lausd.net](mailto:Anthony.Silo@lausd.net) (e-mail).

Los Angeles Unified School District

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Anthony Silo, Contract Adm. Analyst

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1077

Categorical Partnering on Food-related Paper & Plastic Products

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LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1077

CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**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-related cost, taking into consideration all associated costs, including, without limitation, the costs of ensuring timely-delivery, product-availability and product quality;
- Is seeking to improve the image of school meal program in Los Angeles;
- Is desiring to greatly affect its food-services-related costs through efficient purchasing;
- Is seeking to craft one single multi-year contract to address all of the District's needs with respect to **food-service-related paper goods and plastic products**, all as further described in the Statement of Work below;
- Greatly values the quality the food and food-related items the District purchases;
- Is seeking to enhance supply chain efficiencies through innovation; and
- Is receptive to marketing opportunities that could benefit both the District and the vendor who is selected as a result of this RFP.

The firm selected must support the District in the removal of all non-value-added cost and possess similar shared values and principles. Our intent is to reduce product cost by eliminating every penny of non-value adds through partnership and innovation.

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 partner 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 and quality products and will have nearly as much weight in our final determination as pricing methodology.

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

Product-quality and availability in the new model will be paramount. The selected vendor will be expected to warrant product-quality and -availability, assuming all risk of ensuring those two key aspects of product-supply. The District will, however, endeavor to work with the vendor to try to use inventory quantities of products reasonably produced specifically for the District if and when District plan changes occur.

The District's intent is to guarantee minimum purchase volumes, when possible, under all categorical partnering agreements. Once amounts can be guaranteed, significant cost reductions should be received, specifically due to high volume purchases.

Finally, the partnering relationship envisioned may provide unique opportunities for the selected vendor(s) 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 benefit of both parties. On December 14, 2010, the District's Board of Education specifically modified its Board Rule 1251 to permit joint branding efforts involving the District and corporate sponsors. The District is willing to consider, for example, identifying a selected vendor as a District "preferred vendor," permitting vendors to label the products it provides the District with the vendor's brand or logo, identifying the District as a customer of the selected vendor, allowing the vendor to promote its products in District cafeterias or implementing other similar marketing efforts.

## Background Facts

There are 664,000+ K-12 students enrolled in the District, and with the beginning of the 2011-2012 school year, The District's Food Services Division serves breakfasts and lunches in over 900 facilities with a total average daily participation of over 600,000 meals.

The current Collective Bargaining Units include the District's Food Services Division and distribution center, which 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/11-12FINGERTIPFACT\\_SCNOV.8.PDF](http://notebook.lausd.net/pls/ptl/docs/PAGE/CA_LAUSD/LAUSDNET/OFFICES/COMMUNICATIONS/11-12FINGERTIPFACT_SCNOV.8.PDF) and generally on the District website ([http://notebook.lausd.net/portal/page?\\_pageid=33,48254&\\_dad=ptl&\\_schema=ptl\\_ep](http://notebook.lausd.net/portal/page?_pageid=33,48254&_dad=ptl&_schema=ptl_ep)).



LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1077

CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**STATEMENT OF WORK**

1. Over the term of any contract resulting from this RFP (the "**Paper/Plastic Contract**"), the selected vendor will:
  - a. Advise the District
    - i. With respect to the most effective design and use of the types of paper and plastic products and supplies described on Attachment 1 attached to, and incorporated into, this Statement of Work (each of which type of product being hereinafter referred to as a "**Product Category**" and, collectively, the "**Product Categories**") and
    - ii. As to when and how best to procure the District's identified need of each Product Category so as to eliminate non-value added aspects of the procurement process; and
  - b. Act as the District's broker to timely
    - i. Procure the District's need of each Product Category and
    - ii. Deliver those procured goods and services, FOB, to any of the following locations, as directed by the District:
      1. The District Procurement Services Center warehouse facility at 8525 Rex Road, Pico Rivera, CA 90660; or
      2. The District Newman Nutrition Center central kitchen at 2310 Charlotte Street. Los Angeles, CA 90033 (the "**NNC**") or
      3. Such other location within the confines of the geographical area covered by the District.
2. The Product Categories outlined on Attachment 1 hereto are intended to be representative examples and not comprehensive lists of the items each category is to include. Generally, the selected vendor would be expected to supply all of the District's need for food-related items principally constructed of paper- or plastic-based material.
3. The selected vendor's invoicing process must make any 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.
4. The selected vendor and the District will work together to:
  - a. Consider which specific items in each Product Category should be subject to the Paper/Plastic Contract, with appropriate consideration given to:
    - i. Applicable law,

- ii. District policy,
    - iii. District menus, and
    - iv. Efficiency of production, procurement and use;
  - b. Establish fair and reasonable pricing for any products newly subjected to the Paper/Plastic Contract using the pricing methodology outlined in the vendor's proposal in response to this RFP; and
  - c. Continuously improve the systems by which the selected vendor will provide counsel and services to the District.
5. 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, federal law or state law or as may be reasonably requested by the District.
6. The selected vendor must agree in its Paper/Plastic Contract to, among other commitments, warrant:
- a. Product-safety,
  - b. Product-availability and
  - c. Product-quality
7. The District will have final authority on sub-contracted supply chain and management oversight.
8. The selected vendor will generally advise and support the District in the innovative removal of all non- value-added cost in the District's acquisition and use of the items that comprise the Product Categories.

**END OF STATEMENT OF WORK**

LOS ANGELES UNIFIED SCHOOL DISTRICT

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CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**Attachment 1 to Statement of Work**

PRODUCT CATEGORIES

	<b>Category Description</b>
1	Aprons
2	Bags (paper, plastic [trash, food-storage], thermal)
3	Baskets, bread
4	Batteries
5	Beard protectors
6	Bins (organizer, cutlery)
7	Boards, food (paper)
8	Bottles
9	Bowls, with and without lids
10	Box, bus (plastic)
11	Brushes, cleaning
12	Buckets, (with and without covers)
13	Can-openers
14	Carafes, beverage
15	Cartons, cardboard
16	Chafers
17	Coffee Filters
18	Colanders (stainless steel)
19	Containers, (food), compostable
20	Containers, (food), foil
21	Containers, food-storage with lids (plastic)
22	Coolers, water
23	Cover, bus pan
24	Covers, bun
25	Cups, measuring (aluminum, plastic)
26	Cups, paper (beverage, condiment)
27	Cutting boards
28	Dishers, ice cream
29	Dispensers (beverage, detergent, napkins, utensil)
30	Dollies, milk crate
31	Film, plastic (including that needed in the District's NNC production facility)
32	Forms (meal application, requisition, other)
33	Gloves (rubber, vinyl, cotton, oven)
34	Graters
35	Hair nets
36	Ice chest fastener bungees,
37	Ice chests
38	Ice packets, artificial
39	Kettle, tea

	Category Description
40	Kits, safety & sanitation
41	Knives
42	Ladles
43	Liners, pan (treated paper)
44	Napkin-holders
45	Napkins, paper
46	Pads, pot-cleaner
47	Pans
48	Pans (steam table, sauce)
49	Pans, foil
50	Pitchers, water
51	Plates (paper, foam)
52	Platters, serving
53	Pouches, laminated
54	Printing, letters and other documentation
55	Scales (baker's, digital portion-control)
56	Scissors, kitchen
57	Server
58	Shakers (seasoning)
59	Sleeves, oven
60	Spatulas
61	Spoons (buffet, large, large perforated, slotted, condiment)
62	Stickers
63	Straws
64	Tableware (forks, knives, spoons, sporkettes), plastic
65	Temperature cards (cafeteria)
66	Thermometers (room, oven, refrigerator)
67	Tickets, meal
68	Tongs (serving, buffet, mini)
69	Toothpicks
70	Trash cans
71	Trays, food (compostable, cardboard, foam) including that needed in the District's NNC production facility
72	U-boards
73	Urns, coffee
74	Whips
75	Wipes
76	Wrap, foil & plastic

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1077

CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**PROCUREMENT PROCESS OVERVIEW**

The District anticipates that the selection of the vendor to provide food-related paper and plastic products and associated services in accordance with this RFP will proceed through the phases outlined below.

- Phase I – Proposal Evaluation, Minimum Qualification Assessment. Proposals submitted in response to this RFP will be evaluated against the minimum qualification requirements and evaluation criteria contained in this 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 (i.e., the voting members of the Source Selection Committee) will be given an opportunity to ask questions of each proposer regarding that proposer's proposal. The evaluators will determine whether all proposers will be interviewed, whether only those found by the committee to be within the "competitive range" will be interviewed or whether no proposers will be interviewed. If all proposers are interviewed, then the evaluators will determine which proposing firms are in the "competitive range" after the interviews.

Once the Source Selection Committee has determined which proposers are in the competitive range, the District will work to finalize the terms of any Paper/Plastic Contract with either all proposing firms in the competitive range or just the top-ranked firm with the possibility of moving into discussions with the next-ranked firm if the District is unable to reach an agreement with the top-ranked firm.

If the District and the top-ranked competitive range proposers are able to come to satisfactory agreements, the District will perform a due diligence investigation of each of those firms through searches of public records and a review of any history they may have of having contracted previously with the District. Provided the due diligence investigation shows the selected firms to be sufficiently responsible to do business with the District, the District will recommend to its Board of Education that the District enter into the indicated Paper/Plastic Contract.

The District has no authority to offer or issue any contract as a result of this RFP before that contract has been approved by the District's Board of Education. After the District has entered into the Paper/Plastic Contract, the District may consider the selected contractor's proposal, if any, for pursuing joint marketing and other efforts to the mutual benefit of the District and its new contractor.

LOS ANGELES UNIFIED SCHOOL DISTRICT

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CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**MINIMUM QUALIFICATION REQUIREMENTS**

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

<b>Minimum Qualification Requirement</b>	<b>What We're Looking For</b>	<b>Basis on Which Evaluation Will Be Made [What Proposer is to Submit]</b>
1 Adequate Financial Resources	Evidence that the proposing firm has been in business long enough to understand, and be able to anticipate and support, its operational needs and to appropriately manage and address the risks associated with its operation.	<ul style="list-style-type: none"> <li>• Representation that the proposer has been in business as a supplier of products similar to the Product Categories for at least <u>five</u> years</li> <li>• Evidence of compliance with District insurance requirements - Either                             <ul style="list-style-type: none"> <li>○ Certs. of Ins. showing compliance or</li> <li>○ Broker's letter indicating ability to comply or</li> <li>○ Proposer written confirmation of ability to comply and commitment to comply if and when offered District contract</li> </ul> </li> </ul>
2 Record of Integrity	An indication that the proposing firm has acted ethically in the past and will conduct itself ethically and with careful adherence to the District's ethics policies in the future should it be awarded a District contract.	<ul style="list-style-type: none"> <li>• District Ethics Certs. (with "no's" satisfactorily explained)</li> <li>• Not listed on Excluded Parties Listing System site</li> </ul>
3 Minimum Safety Record & Controls	Evidence that the proposing firm has a minimum of appropriate safety controls in place and that an accredited food-safety auditing firm has found those controls to be satisfactory.	<ul style="list-style-type: none"> <li>• Signed Safety-plan Certification</li> <li>• Satisfactory third-party safety assessments/facility inspections for past 3 years from an accredited food-safety auditing organization</li> </ul>
4 Minimum Comparable Experience	Evidence that the firm has experience supplying the Product Category to K12 public school districts, independent charter school organizations, colleges, universities, business entities, grocery stores or	<ul style="list-style-type: none"> <li>• Vendor's written representation</li> <li>• Reference Responses</li> </ul>

	<b>Minimum Qualification Requirement</b>	<b>What We're Looking For</b>	<b>Basis on Which Evaluation Will Be Made [What Proposer is to Submit]</b>
5	Capacity	<p>restaurants</p> <p>Evidence that the firm has the ability to supply the District at the volume of product the District will need as shown by the firm's having sold at least \$6,000,000 worth of any of the Product Categories, cumulatively in a single twelve-month period in the last five years.</p>	<ul style="list-style-type: none"> <li>• Vendor's written representation</li> <li>• Reference responses</li> </ul>

LOS ANGELES UNIFIED SCHOOL DISTRICT

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CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**EVALUATION CRITERIA**

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below. “What Proposers Should Submit” indicates what the District is asking proposers to provide with respect to each evaluation criterion. “What We’re Looking For” explains 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 100 points.

Proposals must explain specifically how the vendor proposes to do business with the District during the term of the agreement. Evaluators will be inclined to give lower scores to vague, open-ended statements, such as “we will work with the District to provide the necessary products, goods or services.” Proposals that contain more clearly-defined, multifaceted, specific commitments and innovations are what the District is looking for and will be scored higher.

<b>Evaluation Criteria</b>	<b>What We’re Looking For</b>	<b>What Proposers Should Submit</b>	<b>Max. Points</b>
1 Pricing Methodology	<ul style="list-style-type: none"> <li>• A methodology that will result in the lowest overall cost to the District taking into consideration a thorough clearly explained description of how existing or future products will be priced to the District.</li> <li>• A Pricing Methodology that at least addresses:                             <ul style="list-style-type: none"> <li>• Costs to the District of administration</li> <li>• All other costs to the District for the receipt of the needed quantity of product, including new products                                     <ul style="list-style-type: none"> <li>○ Proposed by the vendor</li> <li>○ Developed jointly by the vendor and the District and</li> <li>○ Proposed by the District</li> </ul> </li> <li>• Ease of administration by the District</li> <li>• Effect on the District of changes in the vendor’s costs</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Pricing Methodology Form and</li> <li>• Initial Products Schedule</li> </ul>	20



Evaluation Criteria	What We're Looking For	What Proposers Should Submit	Max. Points
2	<ul style="list-style-type: none"> <li>Transparency of the elements of the cost structure (such that it can be easily audited and explained) and</li> <li>The manner in which discounts are applied is easily discernible by District staff; and</li> <li>A methodology that is appropriately reflected in the pricing that appears in the Initial Products Schedule</li> </ul>	<ul style="list-style-type: none"> <li>Reference forms,</li> <li>Responses to Proposer Questionnaire</li> </ul>	5
3	<p>Responses to reference inquiries that show:</p> <ul style="list-style-type: none"> <li>Prompt responses to requests for information</li> <li>Prompt responses to complaints &amp; issues</li> <li>Satisfactory resolution of complaints &amp; issues</li> <li>Timely and accurate delivery</li> <li>Ready access to decision-making executives</li> </ul>	<ul style="list-style-type: none"> <li>Description of proposer's technology systems</li> <li>Reference forms</li> <li>Responses to Proposer Questionnaire</li> </ul>	10
4	<ul style="list-style-type: none"> <li>Continuous cutting edge of <ul style="list-style-type: none"> <li>Data collection</li> <li>Reporting tools</li> <li>Metric measurements</li> <li>Trend-analysis</li> <li>Info. Sharing with customers</li> </ul> </li> <li>Real-time reporting</li> <li>Constant communication</li> <li>Ability to communicate through e-mail</li> <li>Technology that adds value and lowers District costs</li> <li>Technology that can interface with the District's cafeteria management system, which is Horizon's OneSource system or can so integrate within six months of the execution date of the Paper/Plastic Contract</li> <li>Complete traceability (product from point of origin to point of consumption) with semi-annual (2 X year) exercises showing traceability of each product</li> </ul>	<ul style="list-style-type: none"> <li>Description of proposer's experience, specifically including reference to the volume of product the proposer has supplied previously</li> <li>Reference forms</li> </ul>	15

<b>Evaluation Criteria</b>	<b>What We're Looking For</b>	<b>What Proposers Should Submit</b>	<b>Max. Points</b>
5	<p>Delivery and Implementation Plan</p> <ul style="list-style-type: none"> <li>• Experience providing the Product Categories to California public schools</li> <li>• Recent and substantial experience providing the Product Categories to commercial clients in an environment requiring a fast turnaround of 24 to 48 hours (i.e., vendor can supply needed products to the specified location within that period)</li> </ul> <p>A supply-chain management system that:</p> <ul style="list-style-type: none"> <li>• Is efficient</li> <li>• Requires less paperwork</li> <li>• Includes effective quality controls such that problems are anticipated and, when such arise, promptly resolved</li> <li>• Ensures timely and accurate delivery</li> <li>• Is flexible enough to easily address changes in District needs</li> <li>• Reduces and controls District costs</li> <li>• Sufficient fleet resources on hand or easily expanded through leasing, subcontracting or acquisition</li> </ul>	<ul style="list-style-type: none"> <li>• Responses to Proposer Questionnaire</li> </ul>	10
6	<p>Integration Plan</p> <ul style="list-style-type: none"> <li>• Easy, "seamless" communication between District operations and those of the vendor</li> <li>• Proposer's provision of current and new products that</li> </ul>	<ul style="list-style-type: none"> <li>• Description of proposer's proposed supply chain model for: <ul style="list-style-type: none"> <li>○ District ordering of vendor products</li> <li>○ Vendor's purchase of the products</li> <li>○ Vendor's purchase and receipt of product materials in cases where vendor manufactures, assembles and/or packages the products</li> <li>○ Vendor receipt of the products otherwise (where vendor will not manufacture, assemble or package the same)</li> <li>○ Vendor delivery of products to the District</li> </ul> </li> <li>• Process mapping</li> <li>• Timelines</li> <li>• Reference Forms</li> <li>• Responses to Proposer Questionnaire</li> <li>• Description of how proposing firm will integrate its production, manufacturing and distribution</li> </ul>	5

<b>Evaluation Criteria</b>	<b>What We're Looking For</b>	<b>What Proposers Should Submit</b>	<b>Max. Points</b>
7	<p>meet District requirements</p> <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, This criterion considers, among other matters, the proposer's</p> <ul style="list-style-type: none"> <li>▪ Corporate citizenship (i.e., being involved in activities that benefit the community)</li> <li>▪ Evidence of commitment to environmental initiatives, such as <ul style="list-style-type: none"> <li>○ Recyclability</li> <li>○ Compostability or</li> <li>○ Energy-consumption reduction</li> </ul> </li> </ul>	<p>of products with existing District inventory on-time requirements</p> <ul style="list-style-type: none"> <li>• Responses to Proposer Questionnaire</li> <li>• Description of proposer's efforts to be socially responsible</li> <li>• Responses to Proposer Questionnaire</li> </ul>	5
8	<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"> <li>• Marketing concepts (including through, for example, such social media as Twitter or Facebook)</li> <li>• Annual messaging or theme</li> <li>• Advertising budget for school meals (will consider, for example, a rebate strategy)</li> <li>• Plan for marketing its product professionally and positively to District families and schools to improve the image of school meals</li> <li>• Plan for partnering with the District in its marketing efforts</li> </ul>	10
9	<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</p>	<p>Description of proposer's plan for training District staff with respect to:</p> <ul style="list-style-type: none"> <li>• Preparation, storage and</li> </ul>	5

Evaluation Criteria	What We're Looking For	What Proposers Should Submit	Max. Points
10	NOT USED		
11	<p>Safety Plan</p> <p>Vendors who are or follow the best quality-assurance practices in that:</p> <ul style="list-style-type: none"> <li>• The proposer has documented independent verification of effective written quality-assurance in place</li> <li>• Proposer staff are properly and regularly trained in current safety procedures</li> <li>• The proposer has executive-level staff whose responsibility it is to ensure food-safety</li> <li>• The proposer's facilities are regularly inspected by accredited agencies in the field of food-safety auditing,</li> <li>• The proposer's facilities are favorably assessed in those audits</li> <li>• The proposer promptly and appropriately addresses safety issues raised by the food-safety auditors or otherwise and</li> <li>• If called upon to do so, the proposer's record-keeping program is such that the proposer would be able promptly to trace any product or ingredient to its original supplier and source of origin</li> </ul>	<p>handling of proposer firm products</p> <ul style="list-style-type: none"> <li>• Proposer firm processes as they will relate to proposer firm's delivery of the products in question</li> <li>• Proposer firm processes for billing and reporting</li> <li>• Proposer firm's plan for marketing proposer firm products to District schools, parents and students</li> </ul> <p>• Proposer's description of its quality-assurance program</p>	10
12	SBE Utilization Plan	<ul style="list-style-type: none"> <li>• Completed SBE Utilization Report</li> <li>• Proposer's SBE Utilization Plan</li> </ul>	5

Evaluation Criteria	What We're Looking For	What Proposers Should Submit	Max. Points
	<p>small business enterprises and incorporate those firms into the pool of resources used by the vendor to provide the services that are the subject of this procurement (the "Services").</p> <p>The District would be specifically interested to see efforts made by its prospective partners to:</p> <ul style="list-style-type: none"> <li>• Determine where and how SBEs might partner with the proposing firm to perform the Services,</li> <li>• Inform SBEs of the opportunity to do so,</li> <li>• Commit to have some minimum percentage of the Services provided by SBEs,</li> <li>• Assist and support SBE's with such typical business hurdles as <ul style="list-style-type: none"> <li>○ Obtaining insurance</li> <li>○ Obtaining appropriate licensing</li> <li>○ Obtaining needed financing</li> <li>○ Understanding, and responding to, public procurement processes</li> </ul> </li> </ul>		
<b>AGGREGATE TOTAL POSSIBLE POINTS:</b>			100

**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.: 1077

CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**PROPOSAL PACKAGE – What You Are to Submit**

Number and type of copies:

- One (1) original hard unbound copy, six (6) bound copies (three ring binder preferred) and one CD-ROM of Volume I, (“Technical” Proposal); and
- One (1) original hard unbound copy, six (6) bound copies (three ring binder preferred) and one CD-ROM of Volume II, (Certification Forms)

**On the CD-ROM copies of the proposal, the Table of Contents and each of Items 2 through 15 of the Technical Proposal described below should occupy a separate file folder labeled with the name of the document as shown below.**

Contents Summarized

**Volume I – Technical Proposal**

Each Proposal must include as Volume I, the items outlined below, *in the order shown*:

1. A **Table of Contents**, identifying each of Items 2 through 15 below by the name given each of those items here and similarly identifying any additional material submitted with the proposal, and showing the location in the proposal of each named item.
2. 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;
3. A **summary description** of the proposing firm’s experience and operation, specifically addressing the issues outlined below;
2. **Food-safety assessment/Facility-inspection records** for the past three years as required by the Minimum Qualification Requirements above;
3. **Safety-plan Certification** included below;
4. Completed **Reference Questionnaires** submitted by at least three customer references (to come directly from the reference);
5. Completed **Initial Products Schedule**, showing products proposer could offer the District immediately upon execution of the Paper/Plastic Contract and what pricing, among other information would apply during the first “Contract Year” of that agreement;
6. The Proposer’s responses to the **Proposer’s Questionnaire**;

Covering the information outlined under “What Proposers Should Submit” in the Evaluation Criteria Table below:

7. A **“Line of Credit” letter** from the vendor’s lender;

8. **Delivery and Implementation Plan;**
9. **Integration Plan;**
10. **Marketing Plan;**
13. **Training Plan;**
14. **Safety Plan;**
15. A completed **SBE Utilization Report;** and
16. **SBE Utilization Plan**

Volume II - Certifications

17. **Pricing Methodology Form,**
18. The **Proposal Letter/Certificate of Acceptance**, included below, completed and signed on behalf of the proposing firm; and
19. The **District Ethics Certification**, also completed and signed.

Some Proposal Items Further Explained

Volume I

*Cover Letter*

The cover letter shall not exceed (3) single-spaced, one-sided 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. Proposer's legal form (e.g., corporation, sole proprietorship, limited partnership, etc.);
- b. 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 RFP,
- c. Proposer representations as to:
  - i. The number of years the proposer has been in business as a supplier of the Product Categories;
  - ii. Whether the proposer has had experience supplying the product category to the types of organizations outlined under the Minimum Qualification Requirement for "Minimum Comparable Experience" above; and



- iii. Whether the proposer has previously supplied at least the minimum volume specified in the Minimum Qualification Requirements above of the product categories;
- d. Evidence of the proposer's commitment to comply with the minimum insurance requirements outlined in this RFP and affirmation of its ability to do so, in the event it is offered and accepts a Paper/Plastic Contract;
- e. An indication of whether the proposer would take exception to any of the District Contract Terms and Conditions outlined below and, if so, why;
- f. An indication of what additional terms the proposer would expect to see in the Paper/Plastic Contract, if any; and
- g. 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 RFP 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 types of customers to which the proposing firm has previously supplied the product categories,
- b. The volume of product in question previously supplied by the proposing firm in the aggregate annually (specifically addressing the question of whether the proposing firm has previously supplied the District minimum volume set forth in Minimum Qualification Requirement No. 5 above),
- c. A description of proposer's efforts with regard to being socially responsible (consistent with evaluation criteria No. 7 above),
- d. A description of the proposer's technology systems (sufficient to address evaluation criteria No. 3 above), and
- e. 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 proposal must include the “Safety-plan Certification,” included in this RFP, signed by an authorized representative of the proposing firm and dated the date it is signed.

### *References*

A proposal will not be deemed complete until the District receives, for that proposer, at least three completed Reference Questionnaires. It is, of course, each proposer’s responsibility to ensure that references submit completed reference forms to the District on or before the proposal due date.

### *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.

### *SBE Utilization Plan*

With respect to their planned use of certified small business enterprises, proposers are asked to submit both the SBE Utilization Report form, included among the “Submittal Forms” contained in this RFP and a narrative description of the proposer’s plan to reach out to, and use, SBEs in the provision of the Services. The description should be sufficient to give evaluators a basis for assessing the proposal against the Evaluation Criteria No. 12 (SBE Utilization Plan).

Note that the SBE Utilization Report form must be completed fully. If the proposer intends no SBE utilization, the proposer should check the box on the form that so indicates.

## **Volume II**

### *District Ethics Certification*

Note that this document must be signed by an authorized representative of the proposing firm.

### *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**

<b><u>INST. NO.</u></b>	<b><u>DESCRIPTION</u></b>
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, Proposal 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, However, properly executed Certificates of Insurance indicating the required coverages are in full force must then be provided prior to a the selected vendor's receipt of a 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 communications with the District Ethics Office or with the District Division of Risk Management and Insurance Services.

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

#### **IP-17 DISQUALIFICATION OF PROPOSERS**

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

Any person, firm, corporation, Joint Venture/partnership, or other interested party that has been compensated by the District or a 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 Director of Procurement, or designee, Los Angeles Unified School District, 333 South Beaudry Avenue, 22<sup>nd</sup> 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 Director of Procurement, or designee shall make a determination on the protest normally within (10) working days from receipt of protest. The Director of Procurement, 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 the Small Business Enterprise (SBE) Utilization Program description and report contained in this RFP.

## **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](http://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. Any proposer offering to do business with the District may be subject to a Pre-Award Audit.

**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 electronic 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.

**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:**

<b><i>Pricing Methodology Proposal Aspect Defined</i></b>											
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. 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%;"><b>Element</b></th> <th><b>Description/Explanation</b></th> </tr> </thead> <tbody> <tr> <td style="height: 30px;"></td> <td></td> </tr> <tr> <td style="height: 30px;"></td> <td></td> </tr> <tr> <td style="height: 30px;"></td> <td></td> </tr> <tr> <td style="height: 30px;"></td> <td></td> </tr> </tbody> </table>	<b>Element</b>	<b>Description/Explanation</b>								
<b>Element</b>	<b>Description/Explanation</b>										
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 proposer’s current catalog of products and any new products?</i></p>										

<b>Pricing Methodology Proposal Aspect Defined</b>	
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 any District discounts in the proposer's invoicing process--e.g., electronic funds transfer, "partnership discount," volume discount.</i>
8	<i>If not already addressed in this form, explain what, if any, marginal costs would be added, in arriving at the charge to the District, to the amounts charged proposer by proposer's suppliers, and why.</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>

<b>Pricing Methodology Proposal Aspect Defined</b>	
11	<i>Use this space (and additional sheets, if necessary) to explain any aspect of your proposed pricing scheme not already explained above.</i>

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1077

CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**Initial Product Schedule**

Use this form to list those Product Category items that the proposing firm would be willing and able to supply the District immediately upon execution of a Paper/Plastic Contract. Add additional rows and sheets as necessary. You may provide your own forms so long as the same information, indicated on this form, is provided.

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

**Product Category:** \_\_\_\_\_

	Item	Specification	Size	Weight	Lead Time for Initial Order (P.O. receipt to 1 <sup>st</sup> delivery)	Lead Time for Subsequent Orders	Price
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1077

CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCT

**Proposal Letter/Certificate of Acceptance**

PROPOSER \_\_\_\_\_  
D-U-N-S Number \_\_\_\_\_

In response to the Request for Proposal (RFP) No. 1077 (Categorical Partnering on Food Paper & Plastic Products), we the undersigned hereby declare that we have carefully re examined the RFP documents, acknowledge receipt of Addendum No(s). \_\_\_\_\_, and propose to perform the Statement of Work outlined in the RFP.

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

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

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

The undersigned has reviewed the enclosed contract terms and conditions and ag accept all terms and conditions of the DISTRICT'S contract unless otherwise noted proposal response. If recommended for Contract award, the undersigned agrees to ex Contract that will be prepared by the DISTRICT for execution, within **5** calendar days f Notification of Award. The DISTRICT will fully execute the contract subject to resolution of 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 v 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 provision RFP Documents and Addenda. The undersigned hereby agrees that the DISTRICT will responsible for any errors or omissions in these RFP Documents and Addenda.

BY:

\_\_\_\_\_  
(Signature) (Email)  
\_\_\_\_\_  
(Type or Print Name) (Phone)  
\_\_\_\_\_  
(Title) (Fax)  
\_\_\_\_\_  
(Address)



NAME OF ORGANIZATION:	LAUSD VENDOR ID#:	LAUSD VENDOR SINCE:
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**LOS ANGELES UNIFIED SCHOOL DISTRICT**

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

I, the undersigned, affirm, under penalty of perjury under the laws of the State of California, that I am authorized by the Proposer submitting to this RFQ & RFP to execute this Code of Conduct Certification on its behalf.

The Proposer certifies that he/she has read and intends to fully comply with all provisions of the Los Angeles Unified School District's Contractors Code of Conduct (attached 12 pages).

Proposer further agrees to submit a Meaningful Conflict Disclosure Statement, as defined in the Contractors Code of Conduct, with the RFQ & RFP submittal, if appropriate during the procurement process or to the Director of Procurement during the project contractual term if any potential or actual conflicts arise.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1077

CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**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 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 to which the bidder/proposer commits 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#: 1077

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 No.:

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1077

CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**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 Paper/Plastic Contract that results from this procurement effort, and addressing at least the following areas:
  4. Food Security Plan Management (including HACCP, and Good Manufacturing Practices as established by the United States Department of Agriculture),
  5. Outside Security,
  6. Inside Security,
  7. Perishable Security,
  8. Storage Security,
  9. Shipping and Receiving Security,
  10. Water and Ice Supply Security,
  11. Mail Handling Security, and
  12. Personnel Security including background checks; and
2. Commits to warrant the safety of the food product it supplies the District under any Paper/Plastic Contract that results from the above-identified Request for Proposal.

Date:

\_\_\_\_\_  
Signature

Name, typed or printed

Title, typed or printed

**LAUSD RFP # 1077 (CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS)**

**Reference Request form**

*THIS FORM MUST BE COMPLETED BY THE REFERENCE AND RECEIVED NO LATER THAN 2:00 P.M. ON THE 23<sup>RD</sup> DAY, MARCH, 2012. PLEASE RETURN THE COMPLETED FORM EITHER BY E-MAIL ([Anthony.Silo@LAUSD.NET](mailto:Anthony.Silo@LAUSD.NET)).*

*PROPOSER INFORMATION*

<b>Proposing Firm:</b>	_____
------------------------	-------

*REFERENCE INFORMATION*

<b>Organization Name:</b>	
<b>Contact Name:</b>	
<b>Title:</b>	
<b>Phone No.:</b>	
<b>Date:</b>	

**Please respond to these questions regarding your relationship to the proposer identified above. If you are estimating the information provided, please so state.**

	<b>Question</b>	<b>Response</b>
1	What is the nature of your (or your firm's) relationship with the proposing firm?	
2	During what period of time (starting month and year to ending month and year) did you (or your firm) have that relationship with the proposing firm?	
3	Did the proposing firm supply paper goods or plastic products to your firm?	
4	If you answered "yes" to Question 3 above, please describe the items supplied.	
5	If you answered "yes" to Question 3 above, please describe the nature of your business (e.g., K-12 public school, charter school, institution of higher education, hotel, grocery store, etc.)	
6	If you answered "yes" to Question 3, please indicate the maximum amount (by weight or volume) of paper and plastic products the proposing firm supplied to your organization over a 12-month period.	

Please rate the proposing firm in each of the categories below on a scale from 1-5, "1" meaning the proposing firm's performance in this area was poor, "5" indicating exceptional performance.

	Area to be Rated	Rating (1-5)	Comment (if any)
7	<b>Timeliness of the proposing firm's performance</b> (Consider delivery, responding to requests for information, responding to complaints & other issues)		
8	<b>The proposing firm's access to, and use of, technology</b> (Consider data-collection, communication, reporting tools, sharing information with customers and trend-analysis)		
9	<b>The quality of the proposing firm's operation</b> (Consider cost-reduction for customers, reducing-paperwork, efficient supply-chain management, quality control, flexibility and satisfactory resolution of issues)		

TOTAL RATING:

Please use the space below to share any additional comments regarding the proposing firm.

**Thank you!**

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1077

CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**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 a 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 for 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 supplied) by name;
5. Indicate the number of customers for which the proposer has supplied, in the past three years, at least the minimum volume specified in the Minimum Qualification Requirement No. 5 for the Product Categories, in the aggregate, that the proposer is proposing to supply to the District.
6. Describe the maximum volume of the Product Categories supplied 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 Product Categories are purchased and impact on customer counts.

Integration Plan

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

Price

11. How will your payment proposal be consistent with the process outlined in the Prompt Payment Act?
12. What publicly-available index would best reflect inflation in your costs?

Social Responsibility

13. Explain in detail how your company addresses hunger relief efforts and how your firm would partner with the District in that regard.
14. List your firm's charitable contribution partners over the last three years and how your company worked with them.
15. 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.
16. 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.
17. Explain any internal or external employee wellness initiatives and employee participation. In relation to overall workforce, show examples of fostering good employer/employee relationships.

Financial Responsibility

18. 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.
19. 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.
20. How does your company compare to others in the same sector?
21. How many employees does your company have?
22. What obstacles does your company face in its sector, and does your company have any innovative approaches for overcoming them?
23. 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?
24. Does your company operate and distribute a retail labeled brand and is it nationally or globally recognized?



## **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.: 1077

CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**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, admitted and/or authorized 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:

- 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.: 1077

CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**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](http://www.lausd.net/ethics) (click on “Lobbying Disclosure”) or call the Ethics Office at: 213-241-3330 before your organization begins any efforts to promote products or services at LAUSD.

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1077

CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**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

# MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and effective as of July 1, 2012, by and between

**- CONTRACTOR -**

hereinafter referred to as "**Contractor**," and

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

hereinafter referred to as the "**District**."

WHEREAS the District is authorized by Government Code Section 53060 to contract with an independent contractor specially trained to perform special services required; and,

WHEREAS it is the intent of the District and Contractor to work together, and with other District contractors, to best use and procure the products that are this Agreement's subject; and

WHEREAS Contractor is specially trained, experienced and competent to perform the Services described in this Agreement and is willing so to perform;

Now, therefore, the parties hereto agree as follows:

1. PERIOD OF AGREEMENT

The term of this Agreement shall be from July 1, 2012, through June 30, 2017.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The complete Agreement between these parties includes (1) this "Master Agreement for Professional Services," (2) any order issued hereunder, (3) EXHIBIT A listing and/or describing Contractor's products and related materials and corresponding prices hereunder, (4) EXHIBIT B outlining the scope of the services to be provided hereunder (hereinafter, the "**Services**") and (5) any other exhibits identified in this Agreement. Any of these documents shall be interpreted to include all provisions of the other included documents as though fully set out therein. In the event of any inconsistency between the documents that constitute this Agreement, the following order of precedence shall apply: (1), (2), (3), (4) and (5).

3. ORDERS FOR PRODUCTS

3.1 Orders for the production of products (including, without limitation, items already produced, in development and to be developed.) listed and/or described on EXHIBIT A (collectively referred to herein as "**Products**" and each, individually, a "**Product**") shall be placed with Contractor by the District through the District's issuance of Purchase Orders pursuant to the terms of this Agreement.

3.2 Purchase Orders will reflect the pricing set forth in EXHIBIT A. Contractor has no obligation to accept, and the District is under no obligation to pay for Products provided under, any Purchase Order that does not indicate: (1) the name and/or description of the specific Products to be provided, (2) a line-item price for each Product, (3) the total price for all Products to be provided under that Purchase Order; (4) the Product delivery date and (5) the delivery location.



- 3.3 Contractor shall not accept any Purchase Order issued under this Agreement after June 30, 2017. Although the provision of Products may continue past that date, any such order must be placed on or before June 30, 2017.
- 3.4 Contractor's written acceptance of an order will evidence Contractor's commitment to fill the order in the quantity, at the price and by the time specified in the order.
- 3.5 Notwithstanding Section 23 (Notice) below, Contractor may "accept" an order by e-mail to the District staff person who submitted the order to Contractor, by U.S. Mail or by fax to the District's Purchasing Services Center at 562-654-9017, or to such other fax number as the District may direct.
- 3.6 If within three (3) business days following the District's submission to Contractor of an order under this Agreement, the District has not received Contractor's written acceptance of the same, the District will assume that Contractor is unwilling or unable to fulfill that order. In that event:
- 3.6.1 The Products requested by the order will be included in any accounting of the Minimum Volume (defined below) for the period during which the order was submitted, and
- 3.6.2 The District will have no obligation to pay for any items subsequently supplied by the Contractor in response to the unaccepted order.
- 3.7 Although it is the District's intention to purchase as much of the District's requirements for food-related paper goods and plastic products from Contractor as possible, this Agreement is non-exclusive. The District's performance under any other current or pending purchase contracts covering the food-related paper goods and plastic products is not prohibited by this Agreement. Furthermore, the District is not hereby precluded from entering into other similar agreements or arrangements to purchase food-related paper goods and plastic products from other contractors.

#### 4. CONTRACTOR CERTIFICATIONS AND RESPONSIBILITIES

- 4.1 Contractor agrees to perform the Services.
- 4.2 Contractor shall familiarize itself with, and perform, the Services in accordance with federal, California and local law, specifically including, without limitation, regulations promulgated by the United States Department of Agriculture and the State of California mandate that any Contractor agent or employee, likely to be exposed to District students, must comply with that state's fingerprinting and background check requirements. Contractor acknowledges that applicable law may require compliance with standards applicable to the District, specifically, and/or school districts, generally, as well as municipal and public agencies, public and private utilities and special districts whose facilities and/or services may be affected by work under this Agreement.
- 4.3 Contractor shall be fully responsible for identifying, securing and maintaining, at its own expense, such licenses and permits as are required by law in connection with the Services. Copies of such licenses and permits shall be provided immediately to the District upon request. Contractor shall notify the District immediately of any suspension, termination, lapse, non-renewal or restriction of or on any required license or permit.

#### 5. INDEMNIFICATION

- 5.1 Contractor shall indemnify, defend, protect, and hold harmless the District and its Board Members, administrators, employees, and agents, from and against any and all actions, awards, claims, costs, damages, demands, expenses, injuries, judgments, liabilities, and/or losses (collectively, "Losses") whatsoever (including reasonable attorneys' fees), including without limitation those based upon liability without fault, resulting from or arising out of the performance (or failure to perform) under this Agreement of Contractor or of an employee, agent or anyone else employed directly or indirectly by Contractor, whether such Losses were proximately caused in whole or in part by the negligent or willful act or omission of District or of an agent or employee (direct or indirect) of District.

- 5.2 Contractor shall defend, indemnify, and hold harmless the District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Services or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party.
- 5.3 With respect to Contractor's indemnification obligations set forth above, the District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Contractor's control; provided that the District shall have the right to participate in the defense of any such claim using counsel of its choice, at District's expense. No settlement shall be made without notice to, and the prior written consent of, the District.
- 5.4 The indemnification required by this Section is in addition to any other rights or remedies the District may have under the law or under this Agreement.
- 5.5 This Section shall survive termination of this Agreement or final payment hereunder.

6. SUBCONTRACTORS AND OTHER CONTRACTOR AGENTS

- 6.1 Contractor has the right to engage others to assist in the performance of the Services. Contractor shall be responsible for paying all compensation owed to any subcontractors, employees or other agents (collectively, "**Agents**") it engages and for paying, withholding and/or remitting, to the appropriate government agency, any applicable employment taxes that might be owed with respect to that compensation.
- 6.2 While Contractor shall retain the exclusive right to determine which Agents Contractor shall engage under this Agreement, Contractor agrees to promptly discontinue the use, for services performed under this Agreement, of any Agent with respect to which the District objects for cause.
- 6.3 Contractor assumes full responsibility for the acts and/or omissions of Contractor's Agents as they relate to performance of this Agreement.

7. INSURANCE

- 7.1 [AS SPECIFIED IN THE RFP]

8. MINIMUM AND MAXIMUM PURCHASE AMOUNTS---THIS MAY NOT BE USED

- 8.1 During the period from the effective date of this Agreement through June 30, 2013, and each twelve-month period thereafter in the term of this Agreement (each, a "**Contract Year**"), the District commits to purchase from Contractor at least \$ [REDACTED] in food-related paper goods and plastic products, which minimum volume shall be referred to hereinafter as the "**Minimum Volume.**"
- 8.2 On or before December 31<sup>st</sup> and June 30<sup>th</sup> of each Contract Year, Contractor shall produce and submit to the District's Director of Food Services a "velocity report" showing year over year District spend and units purchased under this Agreement.
- 8.3 If following any June 30<sup>th</sup> throughout the term of this Agreement, the District has purchased less than the Minimum Volume of Products from Contractor during the last previous Contract Year, then, at the District's discretion, the District will either:

- 8.3.1 Increase the Minimum Volume for the next Contract Year by the difference between the Minimum Volume for the last previous year and the amount of Products the District actually purchased (which difference will be referred to as the “**Purchased Deficiency**”) or
  - 8.3.2 Pay to Contractor the value of the Purchased Deficiency or
  - 8.3.3 If the Purchased Deficiency occurred at the end of the term of this Agreement, then either pay to Contractor the value of the Purchased Deficiency or purchase Products from Contractor of sufficient quantity to at least represent the Purchased Deficiency.
- 8.4 Similarly, if following any June 30th throughout the term of this Agreement, despite the District’s having submitted to Contractor orders for Products in excess of the Minimum Volume, the Contractor has failed to accept orders for, and supply, the Minimum Volume of Products, then, at the District’s discretion, either:
- 8.4.1 The Minimum Volume for the next contract year shall be decreased by the amount by which the Minimum Volume for the previous year exceeded the actual volume of Products accepted and supplied by Contractor (which excess shall be referred to as the “**Supplied Deficiency**”) or
  - 8.4.2 Contractor will reimburse the District (or accept a setoff against any amounts owed, or to be owed, by the District to Contractor) in the amount of the District’s reasonable costs to re-procure the Supplied Deficiency from another source or
  - 8.4.3 The Minimum Volume for the next contract year shall be decreased by the Supplied Deficiency and Contractor will reimburse the District (or accept a setoff of) the District’s costs to re-procure the Supplied Deficiency.
- 8.5 If Contractor fails to notify the District of a perceived Purchased Deficiency within 120 days following the June 30th of the year to which the Purchased Deficiency relates, then the District may, in its discretion, deem Contractor’s claim for the recourse provided in this Section 8 to be waived.
- 8.6 If the District fails to notify Contractor of a perceived Supplied Deficiency within 120 days following the June 30th of the year to which the Supplied Deficiency relates, then Contractor may, in its discretion, deem the District’s claim for the recourse provided in this Section 8 to be waived.
- 8.7 The remedies provided above for a Purchased Deficiency and a Supplied Deficiency shall be the parties’ sole recourse in those events.
- 8.8 In no event shall Contractor be entitled to receive payments in the aggregate that exceed [\$                     ] (“**Maximum Order Limit**”) over the term of this Agreement.
- 8.9 District payment for orders shall be contingent upon District acceptance of the Products and approval of the corresponding invoice(s) by the Director (defined below) or designee. Additional payment-related documentation shall be furnished by Contractor to the District upon request.
- 8.10 The District obligation to purchase Products equal to the Minimum Volume as provided above is subject to the availability from Contractor of the Products shown on Table I of Exhibit A, as and when the District submits orders for them.

9. CONTRACTOR INVOICES & PAYMENT

9.1 Contractor shall submit its invoices to the following address:

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
FOOD SERVICES DIVISION, 28TH FLOOR  
333 S. BEAUDRY AVENUE  
LOS ANGELES, CALIFORNIA 90017  
(213) 241-2995**

9.2 All invoices submitted for payment must include the District's Contract Number and related order numbers and be under the same firm name as shown on the order and this Agreement.

9.3 The District reserves the right to withhold payment as a "set off" against amounts due, or to become due, to the District under this Agreement or under any other contracts or purchase orders awarded to the same Contractor.

9.4 Except as otherwise provided in this Agreement (with respect to Purchased Deficiencies), Contractor agrees to submit all invoices for outstanding balances within 60 days after the expiration or earlier termination of this Agreement.

9.5 In terms of taxes, the District shall only be responsible for the California Sales and Use Tax, and/or the Los Angeles County Uniform Local Sales and Use Tax when applicable and listed separately on Contractor's invoice. No sales tax is applicable to any of the currently-identified Products. All Products are to be resold as part of meals served in school cafeterias to teachers and students per Board of Equalization ruling dated November 27, 1944.

9.6 The amount of any Contractor invoice for which the District would otherwise be responsible will be discounted by:

9.6.1 Two percent (2%) if the District pays that invoice through electronic funds transfer or

9.6.2 One percent (1%) if the District makes the payment by paper check, but no later than fifteen (15) days after the District has accepted delivery of the Product for which the invoice seeks payment.

9.7 Contractor's invoices shall show any discounts to which the District may, by virtue of this contract be entitled.

10. CONTRACTOR REPRESENTATIONS AND WARRANTIES

10.1 As a condition of this Agreement, Contractor agrees to comply with the Districts' Contractor Code of Conduct attached hereto as EXHIBIT C and made a part hereof.

10.2 Notwithstanding any other provision of this Agreement, Contractor hereby acknowledges that the District has determined to enter into this Agreement with Contractor in reliance, in part, on the veracity of the representations made by Contractor in Contractor's proposal in response to the District's Request for Proposal No. 1077 (Categorical Partnering on Food-related Paper & Plastic Products), issued February 22, 2012. Contractor hereby warrants to provide the Services in the manner represented in the aforementioned Contractor proposal.

10.3 Without limiting the generality of Section 10.2 above, Contractor hereby certifies that Contractor currently has in place, the appropriate licenses and other credentials to provide the Services. .

10.4 Also without limiting the generality of Section 10.2 above, Contractor certifies that a food and related supplies security program is in place in the facility where the Products will be stored or produced, which program covers the manufacturing, handling, storage, transportation, and distribution of the Products, and addresses at least the following areas:

- 10.4.1 Food Security Plan Management (including HACCP, where applicable, and Good Manufacturing Practices as established by the United States Department of Agriculture),
  - 10.4.2 Outside Security,
  - 10.4.3 Inside Security,
  - 10.4.4 Processing Security,
  - 10.4.5 Storage Security,
  - 10.4.6 Shipping and Receiving Security,
  - 10.4.7 Water and Ice Supply Security,
  - 10.4.8 Mail Handling Security, and
  - 10.4.9 Personnel Security.
- 10.5 Furthermore, Contractor warrants the safety and quality of the product it supplies the District under this Agreement.
- 10.6 Contractor agrees to provide the District Product Information Sheets for, and descriptions of the nutritional content of, all items Contractor would propose to offer the District under this Agreement and agrees further to provide the District samples of the same upon the District's request.
- 10.7 With respect to the District's "Sweat-free Procurement Policy" set forth as EXHIBIT D to this Agreement:
- 10.7.1 Contractor certifies that all goods and/or services will be manufactured, supplied, and/or provided in compliance with the applicable labor laws and non-poverty wage standards of the country or countries of origin;
  - 10.7.2 Contractor will abide by all other provisions of the District's Sweat-Free Procurement Policy; and
  - 10.7.3 Should the District find that Contractor, or any of its Agents, is in violation of the aforementioned policy, Contractor shall be subjected to the consequences for violation, which may include, without limitation, damages, contract termination, and/or vendor debarment.
- 10.8 With respect to the manufacturing facility where Contractor will be storing or producing the Products:
- 10.8.1 Contractor will permit up to five (5) District representatives to inspect the facility, at reasonable times and on reasonable notice at least once per year during the term of this Agreement and at such other times as the District may reasonably request; and
  - 10.8.2 Contractor shall ensure that the facility is inspected and evaluated at least annually by an independent accredited food safety-auditing firm and will provide the records and reports of such evaluations to the District upon the District's request.

## 11. AUDIT AND INSPECTION OF RECORDS

- 11.1 Contractor shall maintain, and the District shall have the right to examine and audit, all of the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly substantiate (a) what amount of Products were produced from the Minimum Volume, (b) all costs claimed to have been incurred or anticipated to be incurred in performing this Agreement and (c) changes in Contractor's costs of production.
- 11.2 Contractor shall make said evidence (or, to the extent accepted by the District, photographs, micro-photographs or other authentic reproductions thereof) available to the District at the District's or Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence and records shall be provided to the District within

five (5) working days of a written request from the District. Contractor shall, at no cost to the District, furnish reasonable assistance for such examination or audit. Contractor and its subcontractors and suppliers shall keep and preserve all such records for a period of at least three (3) years from and after final payment under this Agreement or, if the Agreement is terminated in whole or in part, until three (3) years after the final Agreement close-out. The District's rights under this section shall also include access to Contractor's offices for the purpose of interviewing Contractor's employees.

- 11.3 Any information provided on machine-readable media, Contractor shall provide the District in a format accessible and readable by District staff. Contractor shall obtain its subcontractors' and suppliers' written agreements to comply with the requirements of this Section and shall provide a copy of such agreements to the District upon the District's request therefor.

## 12. CONFIDENTIALITY

- 12.1 This Agreement, all communications and information obtained by Contractor from the District relating to this Agreement, and all information developed by Contractor under this Agreement, are confidential. Except as provided in Subsection 12.3 and as required by law, without the prior written consent of an authorized representative of the District, Contractor shall neither divulge to, nor discuss with, any third party the Services, or any communication or information in connection with such services. Prior to any disclosure of such matters, whether as required by law or otherwise, Contractor shall inform the District, in writing, of the nature and reasons for such disclosure. Contractor shall not use any communications or information obtained from the District for any purpose other than the performance of this Agreement, without the District's written prior consent.
- 12.2 If the District so requests, then at the conclusion of Contractor's performance under this Agreement, Contractor shall return to the District all written materials constituting or incorporating any communications or information obtained from the District.
- 12.3 Contractor may disclose to any subcontractor, or District-approved third parties, any information otherwise subject to Subsection 12.1 that is reasonably required for the performance of the subcontractor's work under this Agreement, provided that prior to any such disclosure, Contractor obtains the subcontractor's written agreement to comply with Subsection 12.1.
- 12.4 Contractor represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to the District, in general, or this Agreement, in particular, without the prior written approval of the District.
- 12.5 Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by the District hereunder shall survive termination of this Agreement.
- 12.6 Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, any data or other material furnished by District for use by Contractor under this Agreement shall remain the sole property of District and will be held in confidence in accordance with this section.

## 13. EVALUATION

- 13.1 The District may conduct one or more formal performance reviews of Contractor's performance under this Agreement to ensure that all technical specifications are performed satisfactorily by Contractor. Each formal review will be based on the Procurement Management's Vendor Performance Evaluation Form. Contractor will be notified by the District of Contractor's performance evaluation score. If the score is 64 or below, Contractor will be required to submit a corrective action plan to address the identified deficiencies, and Contractor hereby agrees to do so. Contractor's receipt of scores of 64 or below on two consecutive performance evaluations (provided the second evaluation is conducted no earlier than three months, and no later than one year, after the first is completed) will be grounds for the District to terminate this Agreement for cause (default).

Score Ratings:	
Excellent	100-90
Satisfactory	90 - 75
Fair	74 – 65
Needs Improvement	64 and below

13.2 Contractor acknowledges that the District may share the results of the aforementioned performance evaluation with Contractor, schools and offices within the District, and other school districts and agencies upon request. Contractor agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information reasonably requested by the District for evaluation purposes.

14. NONDISCRIMINATION

With respect to Contractor’s performance under this Agreement, Contractor shall not discriminate against, harass or allow harassment of, any employee or applicant for employment based on that individual’s race, color, ancestry, religious creed, national origin, sex, sexual orientation, disability, medical condition, age or marital status. Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.). Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts for the Services to be provided under the Agreement.

15. LIQUIDATED DAMAGES

- 15.1 If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the Contractor shall, in place of actual damages, pay to the District as fixed, agreed, and liquidated damages for each calendar day delay the amount equivalent to 20% of specified value of the scheduled delivery.
- 15.2 Alternatively, if the delivery or performance is so delayed, the District may terminate this contract in whole or in part under the Termination for Default clause of the contract and in that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time the District may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.
- 15.3 The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default clause in this contract.

16. TERMINATION FOR CONVENIENCE

- 16.1 The District may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, for the District’s convenience. Upon receipt of such notice, Contractor shall:
  - (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
  - (2) Deliver to the District all information and material as may have been involved in the provision of such services, whether provided by the District or generated by Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by Contractor of such notice unless otherwise provided in the notice.
- 16.2 If the termination is for the convenience of the District, Contractor shall submit a final invoice within thirty (30) days after the effective date of the termination, and, upon approval by the District, the District shall pay Contractor the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by Contractor to implement

the termination. If the District has provided any prepayments to Contractor for work not yet performed, Contractor shall use such prepayments to offset the final invoice, if any. If the District is due any funds, Contractor shall remit such funds to the District within thirty (30) days after the effective date of the termination except as otherwise provided in this Agreement.

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

17. TERMINATION FOR DEFAULT

- 17.1 The District may, by five (5) business days' written notice to Contractor, terminate this Agreement in whole or in part at any time because of the failure of Contractor to fulfill its contractual obligations. The District, in its sole and absolute discretion, shall determine the acceptability of Contractor's performance under this Agreement. Upon receipt of such notice, Contractor shall:

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

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

- 17.3 If, after Contractor's receipt of the notice of termination for failure to fulfill obligations under the Agreement, it is determined that Contractor has not so failed, the District may either reinstate this Agreement or determine to frame the termination as one for convenience, in which event, adjustment shall be made as provided in the prior section, Termination for Convenience.

- 17.4 The rights and remedies of the District provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

18. TERMINATION FOR INSOLVENCY

- 18.1 Upon written notice to Contractor, the District may terminate this Agreement forthwith and without penalty in the event of the occurrence of any of the following:

- (1) Insolvency of Contractor (Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of such laws),
- (2) The filing of a voluntary or involuntary petition regarding Contractor under the Bankruptcy Code,
- (3) The appointment of a Receiver or Trustee for Contractor, or
- (4) The execution by Contractor of a general assignment for the benefit of creditors.



18.2 The rights and remedies of the District in this section are in addition to any other rights and remedies provided by law or under this Agreement.

19. LIABILITY FOR CONSEQUENTIAL DAMAGES

In no event shall either party to this Agreement be liable to the other, regardless of whether any claim or demand is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not being limited to, lost profits, arising out of or in connection with this Agreement.

20. ASSIGNMENT

20.1 Neither party to this Agreement shall assign or transfer, by operation of law or otherwise, any or all of that party's rights, burdens, duties or obligations under this Agreement without the prior written consent of the other. Assignment shall include the sale of more than 50% of the ownership interest in the party, a merger, or the sale of all or substantially all of the party's assets.

20.2 Any assignment made in violation of this section is a material breach of this Agreement, upon which, the non-assigning party may terminate this Agreement and pursue any other lawful remedy.

21. GOVERNING LAW

The validity, interpretation, performance and enforcement of this Agreement shall be determined according to the laws of the State of California without regard to principles of conflict of laws.

22. ENTIRE AGREEMENT/AMENDMENT

The provisions of this Agreement constitute the entire agreement between the parties hereto regarding the Products and the Services and supersede any prior or contemporaneous written or oral understanding. This Agreement may be amended only by a written document executed by both parties to this Agreement.

23. NOTICE

Any notice pursuant to this Agreement shall be deemed given when deposited in certified mail, all charges prepaid, and addressed as follows:

District: Director, Food Services  
Los Angeles Unified School District  
28<sup>th</sup> Floor  
333 South Beaudry Avenue  
Los Angeles, CA 90017

With a copy to:

Director of Procurement  
Los Angeles Unified School District  
22<sup>nd</sup> Floor  
333 South Beaudry Avenue  
Los Angeles, CA 90017

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

24. PERSONS AUTHORIZED TO SIGN ORDERS

No person other than the signatory to this Agreement and those named below are authorized by Contractor to accept orders placed by the District under this Agreement.

Names/Titles

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25. PIGGYBACKING

Contractor acknowledges that other public agencies may “piggyback” off of this Agreement such that they may purchase Products from Contractor at the same prices and otherwise under the same terms as the District hereunder. In the event of any such piggybacking, all purchases made by a piggybacking agency shall count toward the Minimum Volume and the Volume Discount, in which event, both the District and the piggybacking agency shall receive the Volume Discount. Accordingly, Contractor commits to notify the District of the volume on purchases made hereunder by a piggybacking agency, and the date on which those purchases are made, no later than thirty (30) days after the purchases are made.

26. WAIVER

Any waiver by either party of any violation of, breach of or default under, any provision of this Agreement by the other party shall not be effective unless stated specifically in writing and shall not be construed as, or constitute, a continuing waiver of such provisions, or waiver of any other violation of, breach of, or default under any other provision of this Agreement.

27. THIRD PARTIES

Nothing expressed in, or implied by, this Agreement is intended, or shall be construed, to confer upon or give any person or entity any rights or remedies under, or by reason of, this Agreement, except as specifically provided for herein.

28. TIME IS OF THE ESSENCE

The time within which the Services are to be provided hereunder is of primary importance and of the essence of this Agreement.

29. SURVIVAL

Notwithstanding the expiration or earlier termination of this Agreement or any portion of it, the parties shall continue to be bound by those provisions that, by their nature survive such expiration or termination, specifically including without limitation, those provisions that relate to indemnification and confidentiality.

30. FORCE MAJEURE

The parties to the Agreement shall be excused from performance during the time and to the extent they are prevented from performing hereunder by act of God, fire, strike, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that the party prevented from performing establishes that its non-performance is not due to its own fault or neglect.

31. PUBLIC RECORDS ACT

All records, documents, and other material relating to the District's business, including materials submitted by Contractor during the course of this Agreement, shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code Sections 6250, et seq.). The District's use and disclosure of its records will be governed by that act.

32. CONTRACTOR INTERACTION WITH MEDIA AND PUBLIC

32.1 The District shall review all District-related copy (including, but not limited to, the name and/or logo of the District or any District school) proposed to be used by Contractor for advertising or public relations purposes (including, but not limited to, news releases) prior to publication. Contractor shall not allow District-related copy to be published in its advertisements and public relations materials prior to receiving the District's approval. Contractor shall ensure that all published information is factual and accurate.

32.2 Contractor shall refer all inquiries from the news media related to this Agreement to the District. Contractor also shall comply with any procedures or instructions from the District regarding statements to the media relating to this Agreement.

33. BUDGET CONTINGENCY

If funding for any District fiscal year is reduced or terminated by the District's Board of Education for purposes of this Agreement, the District shall have the option to either cancel this Agreement with no liability occurring to the District, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

34. HEADINGS

The section headings contained in this Agreement are intended for convenience only and shall not affect the meaning or interpretation of the Agreement or any of its provisions.

LOS ANGELES UNIFIED SCHOOL DISTRICT

[CONTRACTOR]

By: LOS ANGELES UNIFIED SCHOOL  
DISTRICT BOARD OF EDUCATION

By: \_\_\_\_\_  
Hugh Tucker  
Director of Contracts Administration

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name \_\_\_\_\_  
(Print Name)

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

Dated \_\_\_\_\_

Fed. Tax I.D. # \_\_\_\_\_

Exhibit A

**Initial Product Schedule**

I. Products offered by Contractor in the first Contract Year of this Agreement (effective date, through June 30, 2013).

	<b>Item</b>	<b>Specification</b>	<b>Size</b>	<b>Weight</b>	<b>Lead Time for Initial Order (P.O. receipt to 1<sup>st</sup> delivery)</b>	<b>Lead Time for Subsequent Orders</b>	<b>Price</b>
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

I. Additional suitable products to be developed by Contractor, on Contractor's own initiative, by Contractor at the request of the District or jointly by Contractor and the District.

III. Additional Pricing Terms

- A. To the extent the District purchases, in any contract year, more than the Minimum Volume of a Product, the unit price for those excess purchases will be reduced by two percent (2%).
- B. To the extent that any of the items identified in Table I above are offered for purchase by Contractor in the second or any subsequent Contract Year, then the unit price for that item shall change (increase or decrease) as appropriate to reflect an increase or decrease of Contractor's actual cost to produce the item over the course of the last prior Contract Year.
- C. Contractor and the District shall work together to reasonably agree on the items to be offered to the District by the Contractor in each Contract Year after the first and the appropriate unit price for any item not already listed in Table I above.

Exhibit B

**[STATEMENT OF WORK]**

RFP NO.: 1077  
ISSUE DATE: February 22, 2012  
TITLE: Categorical Partnering on Food-related Paper & Plastic Products

Exhibit C

**[CONTRACTOR CODE OF CONDUCT]**

Exhibit D

**LAUSD Sweat-free Procurement Policy**

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

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

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

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

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



Exhibit E

**Delivery Requirements and Locations**

1. The Contractor shall be responsible for delivery (**F.O.B. Destination**) and shall pay all costs, including drayage, freight, pallets, and packaging, which shall be included in the item's unit cost. No separate charges for the preceding will be allowed, nor paid by the District. All deliveries shall be set-on the District's dock or other designated locations as required by the District and must include a detailed delivery/packing slip. Delivery shall be within seven (7) calendar days or as specified on the order. Deliveries shall be made to: LAUSD Procurement Services Center, 8525 Rex Road, Pico Rivera, CA 90660, and to the Newman Nutrition Center, 2310 Charlotte Street, Los Angeles, CA 90033 or other designated District location.
  2. Orders issued with "grid deliveries" (each dated delivery with minimum order quantity) shall require the first delivery within seven (7) calendar days after receipt of order and subsequent deliveries are required within seven (7) calendar days of written/fax request.
  3. All orders for the Procurement Services Center shall be delivered between the hours of 6:00 a.m. and 1:30 p.m. Deliveries to the Newman Nutrition Center shall be between 5:00 a.m. and 2:00 p.m. Delivery slips showing purchase order number must be furnished by the Contractor and accompany each shipment. Afternoon deliveries will only be accepted if completed prior to closing time at 2:00 p.m. Contact the Procurement Services Center's Head Stock Clerk at (562) 654-9006 and/or (562) 654-9004 for refrigerated receiving or the Newman Nutrition Center's Food Production Supervisor at (213) 625-6782.
  4. **PALLETIZING:** Delivery shall be made on standard 40" x 48" pallets as specified below, in accordance with a given option chosen by the vendor, as applicable:
    - OPTION 1:** Delivery made on pallets which will become the property of the District and which meet the following specifications: Pallets: 40" (w) x 48" (L) stringer's to be constructed of new Douglas fir or equal, construction grade or better. Three (3) stringers to be 2" x 4" x 48" long Top deck boards – two (2) pieces 1" x 4" x 40" and six (6) pieces 1" x 4" x 40". Bottom deck boards – two (2) pieces 1" x 6" x 40". Three (3) pieces 1" x 4" x 40". Stringers to have two (2) cut-outs 10" length by 1-1/2" high, 6" from the end of each stringer. The deck boards and stringers to be fastened with 2-1/2" drive nails, three (3) per each bearing point and to be machine nailed in a staggered line to lend strength and prevent splitting. Nails are to be counter-sunk so that the head of each nail is below the surface of the deck boards, rendering them unable to damage material to be loaded on the pallet.
    - OPTION 2:** Delivery made on pallets meeting the above specification which will be exchanged for the District's pallets at the District's dock.
    - OPTION 3:** Delivery made on pallets not meeting the above specification (Option 1): The vendor or his consignor shall unload pallets onto pallets furnished by the District. All charges shall be indicated in the unit price.
- NOTE:** All costs for palletizing shall be included in the unit pricing.
5. Products shall be delivered in trucks that will maintain frozen products at a temperature not exceeding 15° Fahrenheit, refrigerated products at a temperature not exceeding 41° Fahrenheit, and a maximum height of 68" for all products delivered. Only freezer trucks for frozen products and refrigerated trucks for refrigerated product shall be used. Products that are delivered in a thawed and/or warm state will be rejected.

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 1077

CATEGORICAL PARTNERING ON FOOD-RELATED PAPER & PLASTIC PRODUCTS

**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:

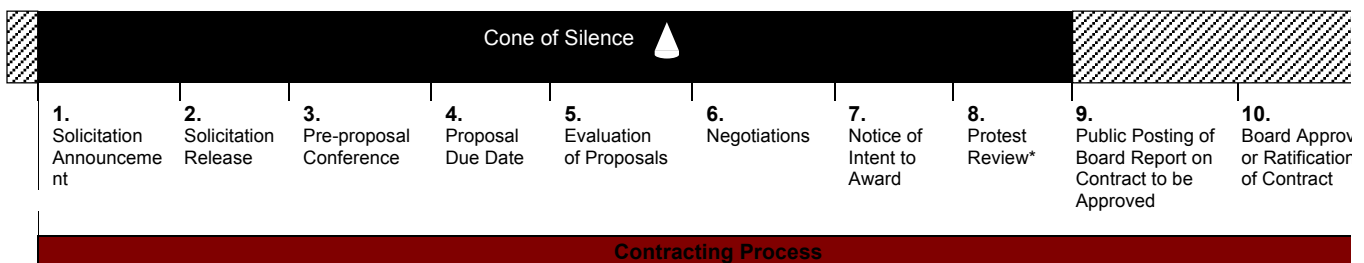
RFP NO.: 1077


ISSUE DATE: February 22, 2012

TITLE: Categorical Partnering on Food-related Paper & Plastic Products

- 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](http://www.lausd.net)).
- G. *Seek Advice* – Contractors are expected and encouraged to ask questions and seek formal guidance regarding this Code or other aspects of responsible business conduct from the LAUSD Ethics Office whenever there is a doubt about how to proceed in an ethical manner. A Contractor's proactive management of potential ethics concerns is necessary and vital since this Code does not seek to address or anticipate all the issues that may arise in the course of seeking or doing business with LAUSD.

#### *Example of Seeking Advice*

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

*Accelerated Sciences needs to be very careful to ensure that Grace is not involved in any aspect relating to selling the product to LAUSD, especially since Grace has a financial interest with the firm. Remember, under California law, the mere existence of a financial interest creates a concern that will cause the good faith of any acts to be questioned, no matter how conscientious the individuals. Before undertaking any effort to sell to LAUSD, Abe or another manager at*

*Accelerated Sciences should seek out advice on other safeguarding measures to ensure that their good intentions do not inadvertently create a bad outcome for the firm or Grace.*

#### **4. Relationship Management**

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

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

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

Example of Respecting Gift Limits

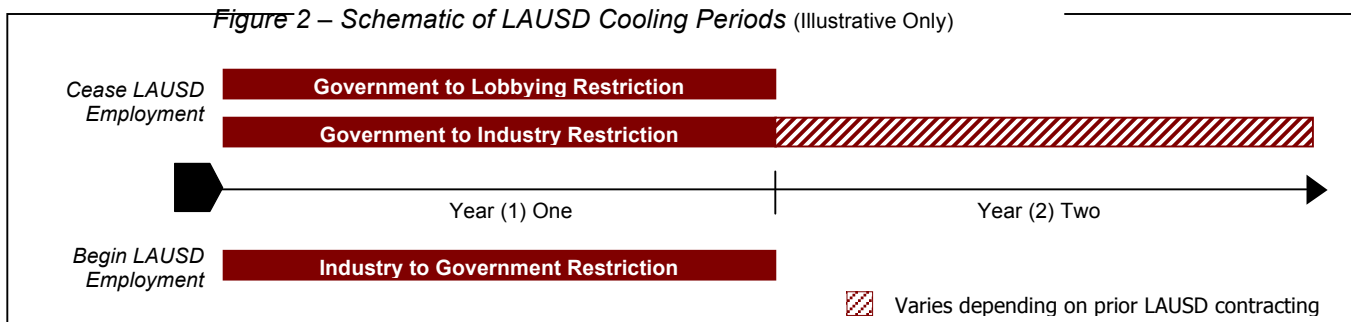
- (3) It's the holidays and Sue Tienda, a Contractor, wants to take a few LAUSD officials out to lunch and to provide them with gift baskets as a token of thanks for the work they have done together.

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

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

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

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



- (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](http://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 1<sup>st</sup> annual deadline, and
  - (c) upon termination of work with LAUSD.
- (3) Process – Contractors and their Representatives shall coordinate with their LAUSD Contract Sponsor(s) to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by the LAUSD Ethics Office to be considered properly filed in accordance with the Political Reform Act.
- (4) Disqualifications – Individuals who must file financial disclosure statements are subject to the requirements of the Political Reform Act as is the case with any other “public official” including disqualification when they encounter decision-making that could affect their financial interests. Contractors and their Representatives shall be responsible for ensuring that they take the appropriate actions necessary, so as not to violate any aspect of the Act.

Examples of Form 700 Filers and Non-Filers

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

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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.