REQUEST FOR PROPOSAL (RFP) NO.: 1118

COMPUTING DEVICES FOR THE COMMON CORE TECHNOLOGY PROJECT

ISSUED DATE: MARCH 1, 2013

333 S. Beaudry Avenue, Los Angeles, CA 90017
REQUEST FOR PROPOSALS LETTER

Date: March 1, 2013
Attention: Proposers
Subject: REQUEST FOR PROPOSAL (RFP) NO. 1118 COMPUTING DEVICES FOR THE COMMON CORE TECHNOLOGY PROJECT

The Los Angeles Unified School District (District or LAUSD) seeks proposals from qualified firms to provide personal computing devices for students and teachers throughout the District in support of the Common Core Technology Project. This will be done in three phases. Phase 1 is a pilot program which calls for personal computing devices for approximately 31,000 students and teachers at 47 school sites throughout the District. Phase 2 and Phase 3 are a system-wide demonstration and District wide roll-out that will be for approximately 630,000 students and teachers at schools throughout the District. Phase 3 will conclude in December 2014.

The District is only interested in Proposers capable of meeting the quantity of devices needed and the time frame for delivery. However, this RFP makes no guarantee of any minimum amount of business.

You are invited to submit a proposal to furnish all of the goods, labor, materials, professional services, consulting, and other related items required for the performance of a contract resulting from this procurement on a per seat basis. The term of the Contract will be 5 years and will commence upon full execution by the District.

PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS

Complete proposals must be delivered to the District’s Office, in a sealed envelope, by mail or hand delivered to the address below by 3:00 p.m. on March 28, 2013. Proposals received later than this 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 22nd floor, Cubicle 22-164-08.

Interested Proposers are directed to submit:

a) Two (2) original hard copies of the Part III Section 2.1 – Organizational Qualifications and Experience and twelve (12) copies on CD- ROMs. (Both the hard copy original and the CD-ROM copies must show all required signatures).
b) Two (2) original hard copies of the Part III Section 2.2 – Specifications of Work to be Performed and twelve (12) copies on CD-ROMs.
c) Two (2) original hard copies of the Part III Section 2.3 – Price Proposal and twelve (12) copies on CD-ROMs.
d) Two (2) original hard copies of the Part III Section 2.4 – Optional Add-ons Proposal and twelve (12) copies on CD-ROMs.
e) One (1) original hard copy of the Part III Section 2.5 – Certification Forms and two (2) copies on CD-ROM.
f) For Proposers deemed “Acceptable Bidders”, 10 demonstration devices as described in this RFP.

Additionally, one (1) “scan-ready” unbound copy with authorized signatures as described below must be submitted.

The “scan-ready” document must be submitted according to the following specifications:

a) Printed single-sided on white, 20 lb. (8-1/2” x 11”) paper, using black ink only, without any perforations, holes, folds or laminations;
b) NO tabs, dividers or other indexing markers may be attached or extend beyond the 8-1/2” x 11” dimension of the scan ready copy, nor shall any pages be inserted into plastic covers; and
c) Scan-ready submittal must be unbound without staples or fasteners affixed or penetrating the submittal (binder clips or similar clamps are acceptable).

All proposals submitted in response to this RFP shall become the property of the District, with the exception of the demonstration devices.

All CD-ROMs must be labeled with the Proposer’s name, volume number, and the RFP #1118, and each submitted in a case or CD envelope.

The original proposal shall be clearly labeled “Original.” All price proposals shall be clearly labeled “Price Proposal.” The Price Proposal shall be separately sealed and under separate enclosure (including the copy on CD-ROM) from the technical proposal. Failure to comply may result in a rejected proposal.

In the event of a conflict between the hard copy and the CD copy, the hard copy will prevail.

**Mailing/Delivery Instructions**

PLEASE NOTE: The proposals are to be submitted to the RFP Assistant Contract Administration Manager.

a. **Only proposals received at the official delivery site prior to the stated deadline will be considered.** Proposers submitting proposals are responsible for allowing adequate time for delivery. Proposals received after the 3:00 p.m. deadline will be rejected without exception. Postmarks or common/express carrier tracers do not count and fax or electronic mail transmissions of proposals are not permitted unless expressly stated in this RFP. Any method of hardcopy delivery is acceptable, such as US Mail, in-person delivery by Proposer, or use of private courier services.

b. **The Proposer must send its proposal in a sealed package as instructed in the Request for Proposals Letter in the front of this RFP.**
c. Address each package as follows (and be sure to include the Proposer’s full business name and address as well as the RFP number and title):

Los Angeles Unified School District
333 South Beaudry Avenue, 22nd Floor, Cubicle 22-164-08
Los Angeles, California 90017
Attention: Margaret Caputo, Assistant Contract Administration Manager

GROUND RULES AND ASSUMPTIONS

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

1. CONTRACT TYPE – The contract type will be per seat Rate on a not-to-exceed basis.

2. PERIOD OF PERFORMANCE – The period of performance for all Phases is indicated in the Key Events Schedule below and will commence upon a Notice to Proceed (NTP) issued by the District.

3. The term, “Proposer”, as used in this RFP, may include a lead and one or more subcontractors. In that event, the qualifying experience, resources, and roles of the lead and subcontractors must be clearly identified.

4. NO OBLIGATION TO ENTER INTO CONTRACT – Issuance of this RFP does not commit the District to issue an award. Proposers are responsible for all expenses incurred in the preparation of a response to this RFP. This includes attendance at personal interviews/presentations, or other meetings and software or system demonstrations, where applicable. The District reserves the right to reject a firm as non-responsive, regardless of the stage of the procurement process, if there is a failure to successfully negotiate price or fees, terms and conditions, or a failure of the firm to satisfy any of the final requirements necessary to do business with the District.

5. All proposals must be fully inclusive of the entire scope of work. The District shall not accept partial proposals.

6. PRE-AWARD AUDIT – All Proposers doing business with the District are subject to pre-award audits. The District’s Contract Administration Branch shall request that the Office of the Inspector General (OIG) perform pre-award audits on ALL contracts valued at over $5 million. The Contract Administration Branch may request pre-award audits for all contracts valued at $5 million or less. If the District determines that there has been adequate competition, this requirement may be waived.

7. All proposals shall adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the District. Proposals are to follow the format and respond to all questions and instructions specified below in PART III, PROPOSAL SUBMISSION REQUIREMENTS.

8. Proposers shall take careful note that in evaluating a proposal submitted in response to this RFP, the District will consider materials provided in the proposal and internal
District information of previous contract history with the Proposer (if any). The District also reserves the right to consider other reliable references and publicly available information available in evaluating a Proposer’s experience and capabilities. The proposal shall be signed by a person authorized to legally bind the Proposer and shall contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the Proposal Due Date.

9. The RFP and the selected Proposer’s proposal, including all appendices or attachments, may be incorporated in the final contract.

10. Following announcement of an award decision, all submissions in response to this RFP will be considered public records available for public inspection pursuant to the State of California Public Records Act. In the event a request is made to produce any proposal, the District will notify the Proposer whose proposal has been requested that the District will produce the proposal unless the Proposer takes steps it deems necessary to prohibit production. The District will not undertake to determine where any proposal or part of any proposal is confidential or otherwise protected from disclosure. Proposals that label every page as confidential may be disqualified as non-responsive.

11. The District, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.

12. EXPENSES – Travel expenses shall not be allowed. This includes any and all travel time to and from destinations outside of Los Angeles County.

13. COMMUNICATIONS WITH THE DISTRICT – All communications with the District regarding this procurement shall be governed by the District’s Contractor Code of Conduct as referenced herein as Appendix C.

14. CONE OF SILENCE – As described in the Contractor Code of Conduct, this procurement is under a “Cone of Silence.” Except for questions submitted prior to the proposal due date and inquiries made to the District’s Ethics Office, 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 Assistant Contract Administration Manager identified in the Request for Proposal Letter. At no time PRIOR to the District’s placement of the awarded contract on the Board of Education meeting Agenda shall Proposer(s) contact any 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.

15. SBE COMPLIANCE - Proposers shall use their best efforts to comply with the District’s Small Business Enterprises (SBE) Utilization Program’s 25% goal. Proposers are required to submit the SBE Utilization Report that is in Appendix K.

16. The District reserves the right to award more than one contract for the Scope of Services.

17. ABILITY TO COMPLY WITH QUANTITIES AND SCHEDULE – Proposers are expected to demonstrate that they can provide the goods and services required by this RFP and deliver within the schedule as proposed by the District.
18. Proposals may offer different combinations of features within the boundaries of the non-negotiables as long as the Proposal Price does not vary between combinations.

If a Proposer cannot provide something as described in the Scope of Services section of this RFP (with the exception of items labeled non-negotiable in Appendix H), then that Proposer may propose something that is functionally equivalent, and provide an explanation of that equivalency. Functional equivalency will ultimately be determined by the District.

19. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be the Proposer’s responsibility to determine the applicability and requirements of any such laws and to abide by them. Such laws include, but are not limited to, prevailing wage rate requirements for any aspect of the services provided within each Proposer’s proposal.

**KEY EVENTS SCHEDULE**

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

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release</td>
<td>March 1, 2013</td>
</tr>
<tr>
<td>Pre-Proposal Conference (Attendance is optional)</td>
<td>2:00 p.m. March 12, 2013</td>
</tr>
<tr>
<td>Deadline for Final Written Questions</td>
<td>3:00 p.m. March 20, 2013</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>3:00 p.m. March 28, 2013</td>
</tr>
<tr>
<td>Board of Education Approval Date (approximately)</td>
<td>May 14, 2013</td>
</tr>
<tr>
<td>Phase 1 Contract Execution Date</td>
<td>May 15, 2013</td>
</tr>
<tr>
<td>Phase 1 Delivery Date for Instructors/Teachers</td>
<td>May 31, 2013</td>
</tr>
<tr>
<td>Phase 1 Delivery Date for Students</td>
<td>August 12, 2013</td>
</tr>
<tr>
<td>Phase 2 Contract Execution Date</td>
<td>November 15, 2013</td>
</tr>
<tr>
<td>Phase 2 Delivery Date for Instructors/Teachers</td>
<td>December 2, 2013</td>
</tr>
<tr>
<td>Phase 2 Delivery Date for Students</td>
<td>January 6, 2014</td>
</tr>
<tr>
<td>Phase 3 Contract Execution Date</td>
<td>April 18, 2014</td>
</tr>
<tr>
<td>Phase 3 Delivery Date for Instructors/Teachers</td>
<td>May 12, 2014</td>
</tr>
<tr>
<td>Phase 3 Delivery Date for Students</td>
<td>August 11, 2014</td>
</tr>
</tbody>
</table>

**ESTIMATED NUMBER OF DEVICES REQUIRED**
Phase 1 | Phase 2 | Phase 3 | GRAND TOTAL
---|---|---|---
Students | Staff | Students | Staff | Students | Staff | 661,000
29,500 | 1,500 | 300,000 | 15,000 | 300,000 | 15,000

**PRE-PROPOSAL CONFERENCE**
The District will host a Non-Mandatory Pre-Proposal Conference concerning this RFP beginning at the date and time shown in the timeline above. The purpose of the Pre-Proposal Conference is to answer and/or field questions, clarify for potential Proposers any aspect of the RFP requirements as needed, and provide supplemental information to assist potential Proposers in submitting responses to the RFP. Although attendance at the Pre-Proposal Conference is not mandatory, it is strongly encouraged that interested Proposers attend.

**PROPOSER QUESTIONS**
All Proposer questions raised PRIOR to the Deadline for Final Written Questions of March 20, 2013 shall be in writing and submitted online through the Vendor Registration Website at http://psd.lausd.net/vendors. AFTER the Deadline for Final Written Questions, any communications shall be directed to the Assistant Contract Administration Manager listed below. Late submitted questions may not be answered. Verbal inquiries shall not be accepted.

1. **General Instructions**
   a. It is the responsibility of each Proposer to examine the entire RFP and to seek clarification in writing if the Proposer does not understand any information or instructions.
   b. Questions regarding the RFP must be submitted in writing and received by the RFP Assistant Contract Administration Manager listed in the Request for Proposals Letter in the front of this RFP document as soon as possible but no later than the date and time specified in the timeline above.
   c. Questions may be submitted via the PSD website (http://psd.lausd.net/vendors), by e-mail or in hardcopy via regular mail. The District assumes no liability for assuring accurate/complete e-mail or mail transmission and receipt.
   d. Include a heading with the RFP Number and Title. Be sure to refer to the page number and paragraph within this RFP relevant to the question presented for clarification, if applicable.

2. **Summary of Questions and Answers**
   Responses to all substantive and relevant questions will be compiled in writing via RFP Addendum and posted at http://psd.lausd.net/vendors. It is the responsibility of the Proposer to monitor the web site for responses to written questions. Only those answers issued in writing by the RFP Assistant Contract Administration Manager listed in the Request for Proposals Letter will be considered binding. The District reserves the right to answer or not answer any question received.

RFP NO. 1118
Title: Computing Devices for the Common Core Technology Project
Attention: Margaret Caputo, Assistant Contract Administration Manager
E-mail: margaret.caputo@lausd.net
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PART I  INTRODUCTION

1. Incorporation of Terms from the Letter to Proposers
   The terms of the Letter to Proposers are hereby incorporated herein.

2. Number of Awards and Contract Structure
   The District may award up to three multiple awards as a result of this RFP process.

3. Contract Term
   The District is seeking a cost-efficient proposal to provide services, as defined in this RFP, for the anticipated contract period of 5 years. The actual contract start date will be established by a completed and approved contract.

PART II  SCOPE OF SERVICES

1. Scope of Work -- Proposer Response to Service Specifications and Requirements

   PART II, SCOPE OF SERVICES, represents the District’s specifications and requirements for its Common Core Technology Project. It also includes the information required to be supplied by the Proposer as part of its response to this proposal. For each requirement in PART II, SCOPE OF SERVICES, each Proposer must respond appropriately. Failure of the Proposer to provide the required information completely as specified in each of the bullets below may result in the Proposer’s proposal not achieving its maximum scoring potential during the evaluation process.

   • The appropriate response to some requirements may simply be for the Proposer to acknowledge and to agree to comply fully with the requirement.
   • More typically, the Proposer must specify and describe how its solution meets or exceeds the requirements.
   • Each Proposer must also specify, describe and clarify its proposal’s characteristics and strengths as well as any weaknesses or limiting factors.

   Complete instructions are in PART III, PROPOSAL SUBMISSION REQUIREMENTS.

2. Overview

   The Proposer’s response must provide for:

   • Portable computing devices for every K-12th grade student and teacher with curriculum and functional software appropriate to grade level;
   • Plan for repair and/or replacement of portable computing devices and other equipment; and
   • A Program Evaluation and Assessment component. (See PART II, Section 4.3 and Section 7.5)

   Not all of these items are included in this RFP. Please see PART II, Section 4, Services Provided by Other Entities for general information.
3. **Scope of Procurement**

   The awarded Proposer(s) must provide a solution that is both functionally complete and cost-effective. The Proposer (or subcontractor of Proposer) must demonstrate the ability, capacity, and flexibility to collaborate successfully and actively with the District, as well as schools.

   In order to secure the vision described in PART II, the District seeks services that would provide personal, interactive, portable computing devices with suitable curriculum, basic applications and functionality for all K-12 grade students and teachers. In addition to these devices, the District seeks a “train the trainer” program and technical support, as detailed in Sections 10 and 11.

4. **Services Provided By Other Entities**

   This subsection describes in general terms the services critical to the success of the Project that are provided in whole or in part by an entity other than the Proposer. As described in this section, the Proposer will be responsible to coordinate the design and deployment of the Proposer’s solution in order to appropriately complement and leverage these activities or resources. Some of these items are described more fully hereafter in conjunction with the relevant specifications. Note that this list is not exhaustive.

4.1. **Building Preparedness**

   Each local school unit that participates in this program shall be responsible to ensure minimum building readiness for the delivery of the devices. The local school unit shall address structural issues, construction/renovation, abatement, and electrical wiring needs, based on specifications supplied by the District. The Proposer’s solution shall be designed to minimize necessary costs of building preparation.

4.2. **Connectivity and Adequate Bandwidth to Each School Building**

   Each local school unit that participates in this program shall be responsible to ensure adequate bandwidth and connectivity to the school facility. The Proposer’s solution will be designed to minimize the need to upgrade the available bandwidth at each school. Proposers shall note minimum bandwidth requirements to best implement the proposed solution in its response in Section 5.3, Minimum Functionality Specifications.

4.3. **Program Evaluation and Assessment**

   The Proposer will collaborate with the District to develop the evaluation of the impact and success of the project. While the Proposer will not conduct the evaluation, the Proposer shall supply reports and documents in a time, manner, and format specified by the District that will enable adequate program evaluation.

5. **Personal Computing Device & Software Applications**

   A portable, wireless computing device will be provided for each participating user in participating schools. All devices will be deployed according to the Rollout timeline for Phases 1, 2, and 3, at the District’s discretion and subject to LAUSD Board of Education approval. No experimental or unproven technology will be accepted. No used, refurbished, reconditioned, or “grey market” devices will be accepted.

5.1. **Device Quantities**

   **Teachers and Staff**

   Participating educators and school personnel (which may include teachers, librarians, school administrators, technical coordinators, and others) will be equipped with a portable, digital, interactive, computing device
(hereafter referred to as the “teacher’s device”). The teacher’s device may be the same as the student’s device or may be the same device with additional capabilities. Either way, the teacher’s device must satisfy educational and practical functional goals in the classroom as well as allow for lesson preparation. The District’s initial count for total eligible staff for grades K-12 is approximately 1,500 for Phase 1, 15,000 for Phase 2, and 15,000 for Phase 3. We utilize a 20:1 staff to student ratio for our estimates.

**Students**

Each student in participating schools will be equipped with one portable digital, interactive, computing device.

The estimated number of LAUSD students is summarized by grade in Table A below. The anticipated initial program commences in August 2013 with the Classes of 2014 through 2026. The actual student enrollment numbers could be higher or lower.

<table>
<thead>
<tr>
<th>Category</th>
<th>High School Graduating Year</th>
<th>Grade</th>
<th>Total</th>
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<tbody>
<tr>
<td><strong>Regular Education</strong></td>
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<tr>
<td><strong>Class of 2026</strong></td>
<td>K</td>
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<td>52,809</td>
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<tr>
<td><strong>Class of 2025</strong></td>
<td>1</td>
<td></td>
<td>46,237</td>
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<td><strong>Class of 2024</strong></td>
<td>2</td>
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<td>48,587</td>
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<td><strong>Class of 2023</strong></td>
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<td><strong>Class of 2022</strong></td>
<td>4</td>
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<td>45,844</td>
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<td><strong>Class of 2021</strong></td>
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<td></td>
<td>44,513</td>
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<td><strong>Class of 2020</strong></td>
<td>6</td>
<td></td>
<td>35,936</td>
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<tr>
<td><strong>Class of 2019</strong></td>
<td>7</td>
<td></td>
<td>40,049</td>
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<tr>
<td><strong>Class of 2018</strong></td>
<td>8</td>
<td></td>
<td>39,715</td>
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<td><strong>Class of 2017</strong></td>
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<td>49,473</td>
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<td><strong>Class of 2016</strong></td>
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<td><strong>Class of 2015</strong></td>
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<td>37,301</td>
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<td><strong>Class of 2014</strong></td>
<td>12</td>
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<td>31,942</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td><strong>Continuation and Opportunity Schools</strong></td>
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<td><strong>Special Education</strong></td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
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<td>598,560</td>
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**TABLE A – LAUSD Student Count Estimates**

5.2. **Students with Disabilities – Accessibility**
It is the intent to purchase hardware and software that provides the highest degree of accessibility to all users, including users who may have an impairment that interferes with the use of the device. The solution will have the capacity to interface with peripherals, software and assistive technologies used by students, teachers and others with visual, hearing, mobility, communication and/or cognitive impairments and will conform to applicable technical and functional performance criteria of Section 508 of the Rehabilitation Act of 1973 unless exempt. For full guidelines, go to: http://section508.gov.

There must not be a need for complex and expensive adaptation and/or specialized design to meet the needs of users. The design will communicate necessary information in as many different forms as possible (e.g., verbal, auditory, tactile, pictorial) to accommodate needs. It shall be of appropriate size and be operable in at least one mode for those with limited hand, arm, leg or trunk strength, flexibility and range of motion. Space will be provided for approach, reach, manipulation and use regardless of a user’s body size, posture or mobility.

The Proposer must describe to what extent its proposed solution satisfies the accessibility requirement. This will include a description of whether and how the device provides the functionality and/or the capability to interface with peripherals, software and assistive technologies for visual, hearing, mobility, communication and cognitive impairments.

To be considered eligible for award, vendors must propose goods and/or services that meet the applicable standards and provisions of the Architectural and Transportation Barriers Compliance Board (the "Access Board"), an independent Federal agency, whose primary mission is to promote accessibility for individuals with disabilities. These standards are codified as 36 CFR Part 1194 and may be accessed through the Access Board’s web site at http://www.access-board.gov.

Alternatively, vendors may propose goods or services that provide equivalent facilitation. Such proposals will be considered to have met the provisions of the Access Board’s standards for the feature or component providing equivalent facilitation. If none of the proposals meet all applicable provisions of the Access Board’s standards, those proposals whose products or services meet some of the applicable provisions will be considered eligible for award.

5.3. Device Functional Requirements

Proposers must complete the Portable Computing Device Specifications Summary included in Appendix F – Additional Forms.

The solution must meet, and ideally exceed the Hardware Purchasing Guidelines published by the Smarter Balanced Assessment Consortia (SBAC). This published guideline may be found at: http://www.smarterbalanced.org/smarter-balanced-assessments/technology/. Proposers shall continually check the Smarter Balanced requirements to ensure they are meeting those standards.

5.3.1 Minimum Device Specifications

1. 10-inch multi-touch display (with an actual screen measurement of 9.7-inch diagonally) capable of operating with a stylus (per the Smarter Balanced Assessment Consortia (SBAC).
2. 1280 x 800 or 1366 x 768 minimum resolution
3. Wireless – 802.11 b/g/n Wi-Fi (802.11n 2.4GHz and 5GHz)
   ○ Support for 20Mhz and 40Mhz Spectrum
   ○ Auto-detect/Auto-negotiate for optimum connection speed
4. Bluetooth – 4.0 wireless technology or greater
5. 20GB usable storage capacity for local files, instructional apps, documents, books, etc.
6. 1.2 MP front-facing camera
7. 1Ghz dual-core processor
8. Capable of capturing/recording images and video at 720p
9. Android 4.0, Windows 8.x (excluding RT), iOS 6.1
10. Rechargeable battery - eight hour battery capacity that will allow the device to be used throughout a standard school day without being recharged (additional detail under “Device Power”)
11. Built-in speaker
12. Built-in microphone
13. 3.5-mm stereo headphone mini-jack and earphones
14. AC power adapter and appropriate interface/power cable
15. Input/output interfaces for video, keyboard, computer, audio and capable of connecting to standard video output devices such as digital projectors, smart boards, computer monitors, and TVs (additional detail under “Ports and Print Service”)
16. Printing capability (additional detail under “Ports and Print Service”)
17. Video mirroring
18. Meets ADA/Section 508 accessibility standards (The published guidelines may be found at http://section508.gov)
19. Multi-language keyboard support
20. Built-in mouse/pointing capability that provides pointing functions and is easy to use (e.g. track pad, touch pad, touch screen, etc.).
21. Physical keyboard of sufficient size and ease of use for students and teachers to be able to do their work effectively and efficiently without discomfort and capable of being housed in the carrying case, or by some other effective method of storage.
22. Wi-Fi enabled and meet the Institute of Electrical and Electronics Engineers (IEEE) 802.11 set of standards for implementing WLAN communications (additional detail under “Environment and Health”)
23. Device shall not exceed an Equivalent Isotropically Radiated Power (EIRP) of 500 milliwatts (mW) (additional detail under “Environment and Health”)
24. Device shall be able to connect to the existing Wi-Fi network and be able to access the Internet, wirelessly (via Wi-Fi) within the school, home or other area outside the school with wireless coverage (additional detail under “Device Connectivity”)
25. Lightweight (additional detail under “Device Portability”)
26. Function in a stand-alone mode sufficient to enable the user to perform basic functions (e.g., writing, reading, multimedia, information management) without requiring network access (additional detail under “Device Portability”)
27. Appropriate carry case that is at a minimum, capable of providing protection for the device sustaining a six-foot drop. The case must provide a replaceable screen protector. (additional detail under “Device Durability”)
28. System and design will be one that can be used efficiently and comfortably with a minimum amount of fatigue or adverse physical effects (additional detail under “Ergonomics”)
29. All electrical components must be Underwriters Laboratory (UL) Listed
30. Minimum of 1GB RAM

Additional Information on Minimum Device Specifications

Ports and Print Services

The device will be capable of connecting to standard video output devices such as digital projectors, smart boards, computer monitors, and TVs. In addition, the device must have printing capabilities.
The device must be able to connect to network file servers using common networking protocols (e.g., smb, afp, nfs, ftp, etc.).

The portable computing devices will be able to utilize a school’s existing networked printers. The Proposer must list supported printing protocols as well as list common unsupported printing protocols, recognizing that schools tend to leverage technologies for longer timeframes than is commonly found in many other industries.

**Device Power**

The portable computing device will have a battery capacity that will allow the device to be used throughout a standard school day without being recharged. The battery will need to have the ability to be recharged through a master charging station or cart at the school. The device shall also be able to be powered/charged by a standard electrical outlet.

The Proposer must specify the recharge time, electrical load, battery life, and other relevant electrical specifications of its solution. The Proposer must describe its strategy to ensure sufficient battery life, and how its solution takes into account common battery intensive tasks.

The District recognizes that while the type of usage can impact battery life, in general, battery life is often most impacted by the display, motors, and network radios. The Proposer must describe its strategy to ensure sufficient battery life, and how its solution takes into account common battery intensive tasks.

**Environment and Health**

To limit radiofrequency (RF) exposures and comply with the District's exposure threshold, the end device (e.g., computer, laptop and tablet) shall be configured as follows:

- The end device shall be Wi-Fi enabled and meet the Institute of Electrical and Electronics Engineers (IEEE) 802.11 set of standards for implementing WLAN communications
- The end device shall not exceed an Equivalent Isotropically Radiated Power (EIRP) of 500 milliwatts (mW)

Proposer shall provide certified documentation which states compliance with the District’s EIRP power requirement. The Proposer shall include a summary data worksheet which includes the device model number, FCC identification number, transmit power per port (dBm), number of antennas, antenna gain (dBi) and calculated EIRP (mW). The Proposer shall additionally provide all FCC certification reports including independent laboratory test results specific to the proposed device which validate compliance with the specified EIRP power rating set forth by the District.

**Device Connectivity**

At a minimum, the device shall be able to connect to the existing Wi-Fi network and be able to access the Internet, wirelessly (via Wi-Fi) within the school, home or other area outside the school with wireless coverage. The Proposer must describe the device’s native connectivity capacity, as well as connectivity options including those that may require additional attachments and whether these attachments are a part of the proposed solution.

If the proposed device includes 3G/4G functionality, the District will have the ability to enable or disable such functionality as needed.
**Device Portability**

The portable computing device shall be lightweight. While the District will not mandate a specific minimum weight, as a guideline the District would prefer to see a device and all its components (i.e. carrying case, protective case, charger, keyboard, etc.) that weighs six pounds or less. The portable computing device will fit on school desks and be easily carried by K-12 students.

The portable computing device must be able to function in a stand-alone mode sufficient to enable the user to perform basic functions (e.g., writing, reading, multimedia, information management) without requiring network access. The Proposer must describe the differences, if any, in the function of the device when it is network-connected versus in stand-alone mode. Proposers should consider that many families do not have broadband Internet access at home.

**Device Durability**

In order to provide necessary protection for the device during normal transport, the Proposer must include an appropriate carry case (at a minimum, capable of providing protection for the device sustaining a six-foot drop). The case must provide a replaceable screen protector. It is desirable that the case has sealed ports. The case must allow schools to easily label cases for identification (i.e. “All black bags look alike”). Cases, including all parts, shall be fully covered by the Proposer’s support and warranty program as described in Section 11, Warranty and Support.

Device and protective case must be engraved or laser etched with the LAUSD logo and the words “Property of LAUSD.” The portable computing device with case must be highly durable and withstand reasonable and normal daily use by K-12 school students. It is desirable that the device shall be durable enough to withstand occasional mishaps, and resist hazards such as dust, dirt and spills – and still function. It shall also be desired that the device have parts and accessories that cannot be easily tampered with or broken.

**Ergonomics**

The system and design will be one that can be used efficiently and comfortably with a minimum amount of fatigue or adverse physical effects. The Proposer must specify what ergonomic standards or guidelines it has adopted in its proposed design.

**5.3.2 Minimum Functionality Specifications**

Explain how the proposed solution meets the following functional requirements:

1. Ability to connect to a master synching/charging station
2. Ability to configure multiple aspects of the device, such as security settings, wireless profiles, user accounts, device restrictions, etc. Describe mass configuration capabilities. (additional information under “Software Updating”)
3. Ability to reset device and OS to factory defaults (additional information under “Software Restore”)
4. Ability to operate as a digital/multimedia textbook reader
5. Ability to operate as a document reader supporting multiple formats including but not limited to PDF, Word, Power Point, Excel, RTF, JPG, PNG, and other popular file formats
6. Ability to save data locally
7. Ability to integrate with major cloud-service Proposers (additional detail under “Cloud Requirements”)

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8. Ability for students/teachers to share screens for presentations, collaboration, and real-time assessments
9. Built in email client that supports Microsoft Exchange, Google Mail, Microsoft Live
10. Compatible with industry-standard learning management systems (additional detail under “Distance and Online Learning”)
11. Compatible with industry-standard mobile device management solutions (additional detail under “Compatibility with Mobile Device Management (MDM) Systems”)
12. Ability to procure apps from a secure centralized location for distribution to local school sites for access by student devices (additional detail under “Applications (Apps) and Digital Content Distribution”)
13. Quick boot time and wake time (additional detail under “Boot Time/Wake Time”)
14. Must be compatible with common student information systems utilized by schools and school Districts
15. Most up-to-date operating system (e.g. Android 4.0 or higher, most current Apple iOS, Mac OS, most current Microsoft OS (excluding Windows 8 RT), or Linux) (additional information under “Operating System and Software”)

Additional Information on Minimum Functionality Specifications

Software Updating

The Proposer will describe how its solution will provide the capacity to update the portable computing devices. This includes incremental and major updates that may be required after the portable computing devices have been issued to students.

The Proposer will describe whether or not it will be necessary for schools to collect the portable computing devices to apply major updates efficiently. The portable computing devices must be able to be updated from a central location via a "push" method or "over the air" method rather than each device separately and manually for incremental updates.

Ideally, major updates should not require users to perform a complete backup and restore of user data and configurations in order to apply the update. While the District recognizes that performing a backup before a major update is "best practice," it is desirable that the solution allow for "upgrades" whenever possible as opposed to requiring a "reformat and reinstall."

Software Restore

The portable computing device must be able to be restored easily and in a reasonable timeframe to its base state. The Proposer will take into account the range of sizes of schools and account for reasonable restore processes for both large and small school deployments. The Proposer is responsible for providing any associated software, hardware, or networking equipment necessary to restore the device to a base state. In addition, the restore process shall allow for easy additions to the base software load as schools may desire the additional software titles or adjustments to basic settings. Ideally, a device should be able to be restored, including local additions, easily so that upon completion of the process, no further manual installations or configuration changes are necessary.

Cloud Requirements

The District recognizes that some general activities not specific to the solution can drive significant bandwidth usage, and recognizes that schools will need to install bandwidth necessary to support the density of users associated with a 1:1 program. However, if the Proposer's solution relies on cloud-based tools and functionality, the District needs to understand what impact, if any, the introduction of
the solution will have on school bandwidth needs. Proposers shall design a solution that respects the availability of bandwidth in schools.

The Proposer must include a recommended minimum school Internet bandwidth capacity for its solution. Recommended bandwidth shall be expressed in megabits per second for each 100 users per school. This recommendation will assume that the entire school is participating in the program, and therefore all students may be leveraging the portable digital device.

**Distance and Online Learning**

The portable computing device must be able to support common learning management systems (i.e. Moodle, Blackboard, Studywiz, etc.) to facilitate distance and online learning. In addition, the portable computing device must be compatible with common online content Proposers (i.e. oercommons.org, cnx.org, khanacademy.org, ck12.org, iTunes U, etc.). The District may consider a Learning Management System (LMS) option as a part of the proposal (please see “Learning Management System (LMS) Option” under “Section 13: Options”).

**Compatibility with Mobile Device Management (MDM) Systems**

Device must be compatible with MDM systems identified in the “Leaders” quadrant of the 2012 Gartner Magic Quadrant (http://www.gartner.com/technology/research/methodologies/research_mq.jsp) as listed below:

- MobileIron
- Good Technology
- AirWatch
- Fiberlink
- Zenprise

The following MDM application programming interfaces (API) must be available for device management:

- Mobile application installation
- Email configuration
- Device restrictions
- Wi-Fi configuration profiles
- Lock device
- Partial and full remote wipe capability

**Applications (Apps) and Digital Content Distribution**

The District requires a means of distributing apps/ digital content (free and purchased) to student devices similar in functionality to a currently available industry standard App Store (i.e.: Apple App Store, Google Play Store, etc.). Development and maintenance of an exclusive LAUSD distribution solution is required as part of the Proposal.

**Boot Time/Wake Time**

A device that starts and is ready for use quickly is highly desirable. The Proposer must specify the boot and wake time for its device.
Operating System and Software

The Proposer must include current and upgraded versions of the core operating system software and all other software included as a part of the Proposer's solution for 5 years from the date of delivery of a specific unit in order to maintain usability with upgrades and enhancements to surrounding systems and peripherals. The Proposer must provide a device which will not require hardware upgrades in order to reasonably keep up with possible future software upgrades (e.g., initial delivery must include adequate memory, storage, and processing power for typical upgrade cycles given the term of the agreement) or the Proposer shall include a description of how it plans to upgrade the equipment through the life of the project to maintain adequate functionality and minimize disruption and the availability of the solution.

5.3.3 Minimum Application Specifications

The solution must, at a minimum, provide the students and teachers with software to facilitate the following functions to support educational needs:

1. Writing (e.g., word processing, journaling, communications, editing and revision, sharing, etc.)
2. Reading (e.g., annotating, excerpting, sharing, determining complexity, etc.)
3. Data analysis and modeling (e.g., spreadsheet, graphing and charting, GIS, predict and explain, etc.)
4. Computational thinking (e.g., analyzing and organizing data, data modeling and simulations, programming, etc.)
5. Presentations and publishing (e.g., slide shows, web authoring, speaking/narrating text, providing feedback, etc.)
6. Multimedia creation (e.g., creation and manipulation of digital images, audio, video, etc.)
7. Information management (e.g., database, concept mapping, etc.)
8. Research (e.g., Internet browsing with the ability to access and utilize common multimedia and interactive content like streaming audio/video, javascripting, java applets, HTML5, etc.).
9. Communication and collaboration (e.g. sharing data, asynchronous and synchronous text-based communications, video/audio chat, etc.)

The Proposer must describe the applications included in its solution including how it envisions those tools supporting the functional needs described in this section. Licensing for all included applications must be provided for at least 5 years from the date of delivery of a specific unit, and shall be included in the per seat price.

6. Network Connectivity and Infrastructure

6.1 Network Compatibility

6.1.1 Network and Device Connectivity

The device must be able to connect to network file servers using common networking protocols (e.g., smb, afp, nfs, ftp, etc.). The device must be able to utilize common peripherals for input and output (e.g., networked and stand-alone printers, digital cameras, digital video cameras, scanners, etc).

6.1.2 Existing School Networks

The solution will provide IEEE 802.11n, 5GHz Wi-Fi wireless access for the computing devices to the school’s existing network. While school internal networks vary, the network operating systems tend to
cluster into Novell, Windows, Macintosh OS X, Unix and Linux. All schools have Wi-Fi Wireless, Ethernet capability, and Internet access. The District Enterprise Network is standardized on TCP/IP.

6.1.3. Network Usage

The District anticipates that usage of the network will increase throughout the course of the Agreement as teachers and students integrate the solution into daily curricula and tasks. In addition, the nature of the usage may change over time as Internet technologies evolve and/or usage patterns change. While the District cannot predict those changes, Proposers must describe how its solution will accommodate known network usage patterns including but not limited to content acquisition, cloud-based services, video streaming including multi-cast sessions, and other bandwidth intensive tasks. If the Proposer's solution requires Bluetooth connectivity (e.g. keyboard connectivity to a tablet-style device), the Proposer must describe what, if any, impact on the wireless network this would have.

6.2. Remote Network Access Portability

The Proposer’s portable computing device must be equipped to enable students and teachers to access the Internet from their homes or other locations via Wi-Fi access. The District reserves the right to enable or disable other type of access such as cellular broadband. The Proposer’s solution must also be accessible from remote locations, using the personal computing device, via other ISPs - for example, for a student to access the Proposer’s solution through the family’s ISP account. Proposers must describe what methods are supported by the solution.

7. Performance and Quality

7.1. Device Reliability

The solution will provide device reliability and a service level that ensures no student is without a functioning device for more than one (1) school day. A failure rate of greater than five percent (5%) of any of the device’s hardware components of the same manufacture, type and configuration during the warranty period shall require the Proposer to replace all of the devices of that manufacture, type and configuration, regardless of whether the device has failed or not, and will be required to cover all labor costs including configuration, delivery, and installation.

7.2. Response Time

The solution must provide services to all students and teachers concurrently, with a response time of not more than 15 seconds, so as not to hinder or impede effective instruction and learning in the classroom. This response time restriction will be for the device, meeting the hardware requirement of multiple antennas for transmitting and receiving information, connected to a network meeting the minimum 802.11g/n specifications at 5ghz. This requirement includes the ability for students to browse the Internet, acquire content, download files and use streaming or multi-cast video without delay.

7.3. Server Failure

If the solution includes servers, then the solution must provide server redundancy or provide detail architecture of another fallback strategy in the event of server failure. This will provide continued operation of the servers in the event of server hardware or software failure.

7.4. Uninterruptible Power Supply (UPS)

The Proposer must include necessary Uninterruptible Power Supply (UPS) capacity to those parts of the solution where a power loss could cause data loss or corruption, instability or other long-term negative effects on the solution. The solution shall be able to be fully enabled upon restoration of power without reconfiguration or
significant intervention. Therefore necessary included servers shall have a UPS with capacity to allow for those devices to remain operative in the case of a power outage as necessary. This UPS must allow personnel or automated systems enough time (Proposer please provide estimate) to adequately shut down the server(s) to avoid data loss or corruption.

7.5. **Performance Metrics and Reporting**

The Proposer must track and record operational Performance and Quality metrics necessary to ensure the successful management of the project. Such performance metrics will be reported monthly, by school as necessary, to the District’s Project Manager. The reporting will include such items as incidents, device and system failure types, downtime, repair turnaround times, trends, remediation needed, unresolved issues, recommended improvements, other factors necessary to ensure a successful project. Proposers shall recommend metrics for consideration by the District.

8. **Security**

8.1. **Wireless Security**

The solution must protect against eavesdropping and unauthorized access. The solution may include encryption or other techniques to provide this assurance which the District or school may turn on or off. The Proposer must describe how its proposed solution will provide such protections.

8.2. **Authorization Control**

Security must allow access to authorized users only – to only those resources, files, applications, and services that they are authorized to use. Security will be definable by an administrator both on an individual user basis and by class of user (teachers, students, parents, administrators, etc.). Identification of a user must be unique to each individual.

All solutions shall have all FERPA, CIPA, and COPPA requirement compliances:


Operating systems and the application software must have the ability to be restricted or locked down in an appropriate way that prevents inadvertent or deliberate changes in key settings and, thereby, reduces support requirements.

8.2.1. **Authentication**

The device must be capable of:

- locking after a period of inactivity ("timeout")
- requiring a passcode to unlock the device
- wiping data automatically after a maximum number of failed passcode attempts

Desirable:

- supporting multifactor authentication

8.2.2. **System Security**

The device must be able to:

- update “over the air” without physically attaching it to another computer/device
support a "Find My Device" feature, either via software or hardware/firmware or via MDM (see below)
- be managed by a mobile device management (MDM) system
- support VPN (natively or via no-cost application)
- support industry standard cryptographic functionality to protect content stored on or transferred on/from device

Desirable:
- be configured to use a global proxy for HTTP traffic

### 8.3. Anti-virus Protection
The solution will include reasonable and sufficient anti-virus and malware protection in the device, in any servers and in any other necessary components. Such protection must include timely updates. The Proposer will eradicate viruses or related infections that infiltrate the protections provided and will assist schools in returning the devices/system to its normal, stable state. The anti-virus protection will not noticeably degrade overall portable computing device performance.

### 8.4. Backups
In order to protect the solution from data loss or corruption, backup and recovery capabilities are required to permit regular, periodic backup of the storage device(s), logical drives, directories, administrative and configuration data, application software, and user files and to restore all of the above on demand. Backup protection must include any server-based parts of the solution necessary to restore the solution in the event of data loss or corruption. The ability to perform automatic scheduling of backup functions is desired. This should include automatic backup from the portable computing device to a server or some other facility on a daily basis to prevent data loss. The Proposer must describe the capacity and features of its backup solution, and which data would be recoverable by the user, by a school administrator, or by Proposer.

### 8.5. Asset Management
The Proposer will include an online asset management system. The asset management system must be able to:
- Allow the District and schools to view details about all assets (e.g. the portable digital device) supplied by the Proposer’s solution including details such as value, site location, room or office, device assignment, device details and status (e.g. assigned to a user, out for repair, etc.).
- Allow querying and reporting capabilities.
- Include necessary security precautions to insure that only authorized personnel access the information contained within the system.
- Allow for multiple levels of authorized users to allow for, at the minimum, site and District-level management. The Proposer must describe all of the data elements that will be included in the online asset management solution, and which data elements would be modifiable for each level of access to provide management functionality while maintaining data security, and which data elements would be dynamic and updated automatically.

#### 8.5.1. Site and District Management
Each site shall be able to view assets deployed to the site. In addition, schools will be able to utilize the asset manager to assign portable devices to specific students or teachers. Sites shall be able to perform management tasks against one, some, or all of its assigned assets. The most common task performed to some or all assets is the assignment of an asset to an individual by entering an ID or other unique identifier into a field reserved for local inventory management. The solution will include a method for a site to import data either directly from the school's student information system or from a simple data file (i.e. .txt, .csv, etc.) in order to update or overwrite site modifiable fields. Inventories will be made
available in hard and soft copies to each site administrator regarding that site’s equipment at installation time as part of the installation and acceptance process.

8.5.2. Transfers

The asset management solution must provide a method to easily transfer assignments of assets from one site to another. This method must include active acknowledgement of receipt of assets at a receiving site by an authorized user.

8.5.3. Replacements

The District expects that for a variety of reasons, a device may require replacement. Proposers must describe how it will provide replacement devices for 5 years from the date of delivery of a specific unit. Replacement devices must be the same as the original device or functionally equivalent and similar enough, subject to District Approval, so that it does not interfere with the intended educational use or any of the integrated support methods and protocols established by the Proposer to meet the requirements of this RFP.

The online asset management system must include a method that allows schools to request replacement devices. The solution must include the capacity to maintain records of these transactions and an internal workflow that provides the messaging capacity to resolve questions related to a request in order to complete a replacement request. The method must include the capacity to categorize replacement requests (i.e. stolen, dropped, liquid damaged, etc.). Newly introduced devices must be tracked in the asset management system like any other asset, and the introduction of associated device data is the responsibility of the Proposer.

8.5.4. Asset History

The online asset management system will provide a comprehensive history for each asset that includes assignment history (i.e. a device may be assigned to more than one student over the course of multiple years or may be transferred from one school to another), device data changes (e.g. in the current program, Machine Access Codes are changed when logic boards are replaced in devices). This unique address must be updated in the asset management solution), repair history, etc. The asset history for any individual asset must be easily accessible to authorized users.

8.5.5. School Information

Basic demographic information about each site must be maintained in the asset management solution. This must include contact information for key individuals at each site including but not limited to school administrators and technology coordinators. This information must be easily accessible to authorized users.

8.5.6. Reporting

The online asset management system must include reporting functionality. Reports shall be downloadable, and when appropriate, available in common tabular formats for reuse of the data. At the minimum, the system must include reports of asset inventory by type (e.g. user device), contact information, asset transfers, and replacement devices. Reports must only include data viewable to the authorization level of the user, and reports must be able to be produced against a site or District inventory.
The intent of providing reporting to both site and the District are to facilitate better management of the inventory of assets including trend analysis related to topics like transfers, replacements, or repairs.

The Proposer shall describe other functionality included in the asset management system that will facilitate successful management of the project at both a District and site level.

9. **Digital Content and Curriculum**

The goal of the Common Core Technology Project is to provide an individualized, interactive, and information-rich educational experience for students. This is to be done by providing educators with tools to advance student learning and create learning spaces that are designed to increase student engagement; supporting the Common Core State Standards (CCSS) implementation by providing all students with the opportunity to engage with digital curriculum, interactive supports, and adaptive assessments; and closing the “digital divide” by ensuring all students will demonstrate proficiency with 21st Century skills and technology (critical thinking, problem solving, communication, and collaboration). The District will have final authority on the content and Proposers will supply content specific to the needs of the District.

9.1 **Curriculum Minimum Requirements**

1. The content provided must range from Kindergarten to 12th grade curriculum in English Language Arts and Kindergarten to 8th grade curriculum in Mathematics aligned to the CCSS. Content alignment with the CCSS will be determined based on the Publishers’ Criteria (http://www.corestandards.org/resources). Appendix H summarizes the key criteria by which content will be evaluated.
2. The content will be piloted during Phase 1 of the Common Core Technology Project, during which time a subset of District teachers will complete an extensive review of the curriculum. If it is determined that the provided curriculum does not actually meet all of the minimum requirements, the Proposer shall work in partnership with the District to identify and provide alternate curriculum that meets all key criteria.
3. The content must be approved by the state of California by January 2015 – if not, the Proposer shall work in partnership with the District to identify and provide alternate curriculum that meets all key criteria.
4. As content and courses for 9th through 12th grade mathematics are developed locally, statewide, and/or nationally, the Proposer will supply curriculum based on the 9-12 Publishers’ Criteria for Mathematics (currently under development for release in mid-2013) when available.
5. Licensing for all included content must be provided for at least 5 years from the date of delivery of a specific unit, and shall be included in the per seat price.
6. The content must be delivered digitally and dynamically. The District is not considering substitution of hard-copy textbooks with digitized versions.
7. The content must make use of the technology including a powerful set of technology tools needed to engage and support students.
8. The system must provide meaningful feedback and assessments that are aligned to the SMARTER Balanced prototypes.
9. The District will have the right to use any assessments within the curriculum system-wide at the District’s discretion.
10. Students must have access to a variety of instructional activities including simulations, games, and interactive tools for doing mathematics, reading, writing, listening and speaking, and language.
11. The curriculum must be designed to support struggling learners, English Learners, and students with IEPs.
12. Teachers and students shall be provided data about time spent and mastery as well as other data that can be used for making instructional decisions and planning.
13. It is critical that the CCSS were used as a basis by which the content was originally designed and not retrofitted, repurposed, or “re-aligned” as an after-thought.
14. Programs/Content must be compatible with at least the most current operating system on multiple platforms.

9.2 **Curriculum Updates**
The District recognizes the rapidly changing technology industry. Therefore the Proposer will provide the District with updates, recent improvements, and new applications in regards to content as it evolves over time, for 5 years from the date of delivery of a specific unit at no additional cost.

10. Training

10.1 Training and Professional Development Needs

The District believes that Professional Development (PD) for educators, education leaders, and technology support personnel is vitally important to the success of the Common Core Technology Project.

Using a “train the trainer” model, the Proposer will work in partnership with the District to develop and provide PD to trainers on both use of the devices and the instructional implications. The Provider will deliver the training under the direction of the Office of the Deputy Superintendent of Instruction. Training shall include, but is not limited to:

- The functionality and technological capabilities of the device
- Basic use of the device and included accessories
- Proper care of the device
- Interconnection of devices and peripherals
- Basic use of the included content, software, and applications
- The functionality and technological capabilities of included content, software, and applications
- Concrete examples of how to use the device to support teaching and learning within their context, such as: using the device for annotation of documents; synchronizing files between the device and classroom network; and using the device to control what is displayed on the classroom projector, among others
- Use of device in a network environment
- Use of device in standalone mode
- Specific training on trouble-shooting, maintenance, imaging, deploying, repair procedures, and inventory management

Additionally, the Proposer will work in partnership with the District to prepare the District’s technical team to meet the schools’ support requirements. Training shall include but is not limited to:

- Preventative Maintenance
- Fixes and updates for software, firmware, microcode; etc.
- Troubleshooting Internet connectivity issues related to the Proposer’s solution

The Proposer will conduct training using a train the trainer model. The train the trainer model will include key personnel from Central Offices and Local Educational Service Centers, and select individuals from school sites (up to: 5 per Elementary; 7 per Middle School; and 10 per High School), and provide the attendees with the ability to redirect the training and professional development at school site levels. Additional training for systems and applications must be provided for technical support personnel. Training times and locations will be convenient to the target personnel and include multiple options for training in their Local Educational Service Center. Each training session will have no more than 25 participants.

Focus of the PD must be within the context of how to best use the device in an educational setting. The PD needs to be contextually relevant and not just a device skills class. The District is seeking the following components to be represented in the design of the technology professional development:

- Hands-on technology use including active participation
• Variety of learning experiences
• Curriculum-specific applications
• Sufficient time for learning and follow-up
• Technical assistance and support

The District recognizes the rapidly changing technology industry. Therefore on-going training opportunities will provide participants with updates, recent improvements, and new applications, for 5 years from the date of delivery of a specific unit. The District assumes that over the course of the Agreement the technology provided in the solution and those systems, protocols, and tools necessary to support the solution will change as new versions of software are released or as upgrades or refinements are introduced. As such, the District expects the Proposer to provide technical training throughout the term of the Agreement designed to enable school and District technology support personnel to provide just-in-time support to end users, troubleshoot the solution as necessary to leverage the Proposer’s solution, and effectively manage the technical implementation challenges that are inherent in a large-scale implementation.

10.2. On-line Resource Support (For all District personnel)

The on-line resource support serves multiple purposes: to provide basic instructions and support on use of the device; to provide problem-based activities to challenge the learners (teachers/administrators); and to provide a workspace/networking area for device users to share questions, learning, ideas, etc. The website will provide reference materials that promote and support the use of the device as a teaching tool. It is to be updated regularly and provide answers to common learner questions in a timely manner. This support shall include reference media in the form of tutorials and simulations that can be accessed asynchronously. In addition, it is desirable that there are opportunities for ongoing synchronous online activities to extend the core professional development for the duration of the contract.

10.3. Assessment of Professional Development

The Proposer shall supply reports and documents in a time, manner, and format specified by the District that will enable adequate Professional Development evaluation by the District.

10.4. Rights to Content and Curricula

The District will have distribution rights to all professional development materials produced, including content and curricula, and audio/video recordings of training sessions, supplied by the Provider as a result of this RFP and the resulting Agreement. The District reserves the right to publish all content, curricula, and recordings for District personnel under a Creative Commons Attribution license or other appropriate open license.

11. Warranty and Support

11.1. Warranty, Insurance, Damage, and Theft

11.1.1. Warranty

Portable computing devices and included accessories (power supply, carrying case, etc.) will need to be replaced occasionally for a variety of reasons that include defects, normal wear and tear, and accidents. Defective equipment will be replaced or repaired by the Proposer at no cost and will ensure that the end-user is not without the same type and configuration of device for more than one (1) day. This includes devices which fail to operate for an entire school day on a single battery charge. Consistent with the requirements of this Section of the RFP, the Proposer shall warrant against normal wear and tear and ensure the delivery of all services for 5 years from the date of delivery of a specific unit. Delivery shall mean actual delivery to the site where the devices will be used. Barring extraordinary circumstances, the Proposer will be responsible to ensure that the devices and other solution equipment
are available per the specifications in the Performance and Quality provisions of this RFP. Notwithstanding the cause of any loss, the Proposer must provide replacement units for end users in a timely manner, not to exceed one (1) day, to the end user’s site, of a specific unit.

11.1.2. Insurance and Damage

The Proposer shall assume the risk of loss or damage (e.g., fire, flood, theft, accident, etc.) of the equipment provided, except that each local school unit shall be responsible for any replacement or repair costs due to the negligent or intentional act of an employee or a student. In the case of individual fault, the local school unit will determine as a matter of local policy whether any or all such local costs should be borne by the individual teacher, student, or parent(s). These local costs shall not be counted as part of the Proposer’s direct or indirect price defined in PART IV, PROPOSAL EVALUATION AND SELECTION.

As part of its strategy to meet these provisions of this RFP, the Proposer may elect to provide a percentage (specify) of overage or surplus stock of equipment within schools or other depot sites, or insure against all other risks of loss or damage through some other means such as commercial insurance. Regardless of the method proposed by the Proposer, the Proposer will describe how it has integrated its protection plan into its overall support plans. All costs associated with the Proposer's proposed protection plan shall be counted as part of its Proposer’s price and must be incorporated into the Proposer's annual cost proposal defined in PART IV, PROPOSAL EVALUATION AND SELECTION.

11.1.3. Theft Deterrent

The portable computing device provided must incorporate security features to deter theft. This shall include an unavoidable log-in, greeting or similar process, that identifies the program and/or owner of the device. These security features must be operative regardless of the physical environment in which the portable computing devices are found. The portable computing devices proposed will be used by students and teachers in the classroom. Securing the computer by physical means will not be practical as the only security measure. The Proposer is encouraged to include external physical markings or property tags of some type that provide a unique, visual appearance to identify the device as part of this program. Each device and protective case must be engraved or laser etched with the LAUSD logo and the words “Property of LAUSD.”

The Proposer will provide a detailed description of security features on the proposed devices to deter theft. The Proposer will address what can be done to make the device inoperable if the device is lost or stolen.

11.2. Support

The Proposer will fully describe the process and plan that will be utilized whenever a break/fix event (both in-warranty and out-of-warranty) occurs within any aspect of the Proposer’s solution. This will cover the entire process of repairing or replacing a portable computing device. The Proposer shall provide a 24-hour repair or replace response. Live operators must be available to answer service related calls during the Prime Period of Maintenance (PPM) Monday through Friday, from 7:00 am to 6:00 pm. (Pacific time) During the PPM hours, a technician must be dispatched to respond to the service call onsite within the next business day from receipt of the call for service. If the problem cannot be resolved, an equivalent replacement unit must be delivered and installed in the same location within 24 hours from the time of receipt of the original service call.

This “response time” (repair or replace) provision shall be strictly adhered to by the Proposer for the full five (5) year warranty period of the equipment.

Voice-mail, message taking services, clerical staff, or other non-technically qualified personnel are not acceptable means of providing technical support to the District.
As part of its solution reliability strategy, the vendor may provide spare portable computing devices or other spare equipment, to be housed at the local school and configured to the school’s specifications for use, while school-assigned devices/equipment are being repaired or replaced. The local quantity of spare portable computing devices shall be based on the Proposer’s experience with these devices in other, similar environments.

Each Proposer must address—at a minimum—the items above, as well as the requirements of Section 7, Performance and Quality, in fully describing its proposed support program to demonstrate that its approach will provide solid, effective support for the users of the solution.

12. Project Management and Implementation

The Proposer shall ensure a successful implementation for each of the participating sites. This includes necessary site surveys, validation testing, delivery and configuration of all hardware and software, training, support program implementation and any other aspects of the solution necessary. The following requirements are associated with this requirement and schedule.

The Proposer must meet the following Project Management minimum requirements:

- Proposer shall possess a minimum of two years’ experience developing or implementing K-12 learning solutions for mobile devices
- Proposer shall have substantial experience and resources in a lead role in simultaneously rolling out a minimum of 10,000 fully configured devices to multiple sites
- Proposer Project Manager shall have a minimum of one experience implementing a mobile device multiple site classroom solution in a K-12 environment

12.1. Project Plan and Deliverables

The Proposer will develop and implement a project plan based on Phase 1, Phase 2, and Phase 3 dates that includes, at a minimum, the following deliverables. Failure to submit the required deliverables in accordance with the proposed deliverable timetable may result in termination, liquidated damages, or delayed payment to the Proposer.

The preliminary Project Plan for each Phase will be delivered for approval not later than 30 calendar days after the contract is awarded by the District. Development of the project plan with the District’s involvement is required. The project plan must include all aspects of the project and its deliverables, including:

- Deployment Subplan including Timetable meeting all specified deadlines and a detailed implementation plan for each individual school
- Communications/ Status Reporting Plan
- Coordination with central office and the schools
- Project Staffing Subplan
- Training Subplan
- Warranty and Support Subplan
- Validation Testing Subplan
- Responsibility Matrix (RACI)
- Risk Management Strategy Plan

This Project Plan will be revised and improved periodically as needed, subject to approval by the District.

12.1.1. Timeline
The Proposer will provide and commit to a timeline, consistent with the RFP requirements, for the implementation process. The timeline must include all major phases and milestones. This timeline will be a component considered in the evaluation of the RFP.

Phase 1 Device Roll-out Timeline
- Teachers/school staff: May 31, 2013
- Students: August-October 2013

Phase 2 Device Roll-out Timeline – tentative, subject to change
- Teachers/school staff: November-December 2013
- Students: January-March 2014

Phase 3 Device Roll-out Timeline – tentative, subject to change
- Teachers/school staff: May-June 2014
- Students: August-October 2014

12.1.2. Implementation

Each school implementation will include provision of complete, current documentation necessary for effective and successful use of the solution by people such as system administrators, site support personnel, and teachers. This may include manuals, guides, quick reference materials and other documentation. Electronic versions are required. Each Proposer will describe what documentation they will provide and how they will provide it in order to be effective.

Each implementation will include establishment of a site work completion and satisfaction sign-off form. The Proposer’s equipment and work at each site will not be considered complete nor will it be paid for until satisfaction sign-offs are obtained from both the responsible site person and the District's Project Manager. This will be provided to central office and each school site for approval before any work begins.

The Proposer shall make available sufficient staff to enable smooth delivery, implementation, communication, and support at each and every school site, including presence on dates of delivery to staff and students, and follow-up if necessary. The Proposer must be prepared to complete multiple installations and deliveries per day.

12.1.3. Project Management Reporting

The Proposer will submit on the last working day of each week a detailed weekly progress report to the central office’s Project Manager, starting with the first week of the Agreement. Among other things, this report must include a weekly summary of the performance metrics specified earlier. The Proposer may be requested to supply additional information or reports.

12.1.4. Coordination with Schools

The proposal must include a plan for working with the District and its schools to determine any local requirements necessary to implement the solution. The Proposer must accommodate school schedules and needs, even if this requires some alteration of the Proposer’s customary schedule. Such accommodation must not include any additional charges.

12.1.5. Project Staffing
A local, experienced, qualified, and effective project team will be identified and provided, subject to approval by the District. The Proposer will provide a description of its project staffing plan for all phases and tasks, identify each senior staff member, and provide a resume and fill out the Appendix G form for each in order to demonstrate the Proposer’s staff’s experience with projects similar to this one as well as a proviso in case a team member is not available. At a minimum, the Proposer will maintain a local team for the length of the project made up of a Project Manager, Educational Specialist, Training Specialists, and Technical Engineers sufficient to implement and support the program.

12.1.6. Validation Testing

The Proposer will work together with the District to conduct system testing, in participating schools, that confirms that the solution meets or exceeds the functional requirements and the performance and reliability specifications as required under the Agreement between the Proposer and the District resulting from this procurement process. Validation Testing will enable the Proposer the opportunity to test its equipment in school environments and will assure the District that the solution is acceptable for production deployment. Validation Testing must be successfully completed by no later than 30 calendar days before delivery of devices to students at each site. The District and the vendor will work together to develop a check-off list for validation testing and to develop a schedule that minimizes interruption to the instructional day.

12.2. Technology/Content Interchange Meetings

Participation in at least ten (10) technology/content interchange meetings annually in conjunction with the District is required. The intent of the meetings is to help inform the educational community of the project plans and to maintain communication and ongoing relationships with the participating schools. These conferences and/or meetings may begin as early as June 2013. Meetings will be recorded and archived to be available to community members who are unable to attend in-person. Additionally, the Proposer shall provide a plan for parent and community involvement.

12.3. Ongoing Improvements

Since the District is vitally interested in investing in solutions which have long-life and upgradeability to provide continuing and enhanced capabilities over time, including migration to evolving standards, each Proposer must describe its solution’s ability to adapt to or incorporate improved technology. The Proposer shall fully describe the identification process for progressions in technology and the integration of these progressions into products previously delivered to school sites. Examples include upgrades to the core operating system or changes to the application distribution method.

13. Options

The District shall receive, but will not score or take into “three lowest bidder” consideration, the following proposals. The resulting Agreement may include an optional services section using negotiated features and prices from which future task orders or separate contracts may be based.

13.1 Additional Software

The vendor may provide, at no additional cost, students and teachers access to software and applications such as web-page development software, student information and assessment tools, data management, etc. Specify such offerings in the Section II Submittals.
13.2. Additional Content
The vendor may provide, at no additional cost, students and teachers access to Pre-Kindergarten curriculum, intervention programs in ELA and Mathematics (for English learners, struggling learners, and/or special education students), an artificial intelligence writing scoring process, and computer adaptive assessments.

13.3. Storage and Security Cart Option
The District may consider a cart option as a part of the proposal. The District may, at its discretion, choose to release a separate RFP for carts should it be in the District’s best interest to do so. Proposers may provide details of the option in Appendix I, as described in PART III, PROPOSAL SUBMISSION REQUIREMENTS.

Cart proposals must include approximately one cart for every 32 device units (to be purchased and deployed at the District’s discretion) with the following requirements:

- Cart must be mobile and have the ability to support storage, configuration, synchronization and charging, via data cables built-in to the cart
- Devices must load into the cart from the top, not from the side where limited access and frequent bending to store and remove them would be required
- Cart must have storage capability for a configuration computer (if the devices require one)
- Electrical components must be UL listed and cart shall have a switch located on the exterior of the cart to enable switching off of power to the cart if necessary
- Charging components shall deliver a sufficient number of amps per device to allow for charging in the shortest period of time without negatively affecting the electronics of the devices
- Cart must be constructed of steel or similar durable metal that prevents exterior access to the contents without opening doors (no removable panels)
- Doors shall be locked using a steel shackle-guarded, heavy gauge combination padlock (Master Lock or equivalent)
- Cart must include a wheel boot lock which shall be secured with a steel shackle-guarded, keyed padlock (Master Lock or equivalent)
- Carts shall be delivered to specified schools and into specified classrooms as directed by the District Project Manager

Each Proposal which includes the cart option must describe in detail how its cart offering will satisfy the above requirements. The Proposer’s description must make clear what it will provide, at what cost per student, and what it would require of the District and the schools.

13.4. Learning Management System (LMS) Option
The District may consider a Learning Management System (LMS) option as a part of the proposal. The District may, at its discretion, choose to release a separate RFP for an LMS should it be in the District’s best interest to do so. Proposers may provide details of the option in Appendix I, as described in PART III, PROPOSAL SUBMISSION REQUIREMENTS.

- LMS proposals shall include a system capable of incorporating online content provided by the Proposer as well as content owned by other providers or the District which will be loaded onto the device. Currently, the District uses material from Apex Learning, Middlebury Interactive and Education 2020 as well as material from internally and externally developed content for MOODLE (version 1.9).
- The LMS will be capable of functioning using classroom face-to-face, blended learning and asynchronous learning formats. In addition to being able to work with external content, the LMS will have the capability of incorporating an externally provided student e-mail system (currently the education version of
GOOGLE Mail), Web conferencing systems (currently WebEx, Elluminate and Blackboard Collaborate), and other District-housed applications including the Parent Portal communications and MyData systems. It is not the intent that the proposed system require lengthy programming and hybridization efforts on the part of the Proposer or the District but rather that the system itself maintain an agnostic approach for compatibility of online and pre-loaded instructional content as well as learning management, evaluation and communications systems.

- Proposed LMS systems will support learner customization in terms of access to the system itself, learning content, assignments and evaluation of classwork, in addition to the features listed in the paragraph above. Teaching and learning through the proposed LMS will include access to education social networking systems (e.g. Edmodo) for collaborating student-student, teacher-student (and vice-versa), and teacher-parent (and vice-versa). The system shall be role-based in terms of access and access to components will be restricted as appropriate to the user’s level in the system.
- Content creation for the LMS by teachers, students and school staff will not require advanced programming knowledge but be modularized and menu driven to allow for maximum flexibility to the user and at the appropriate role level.
- Administration and security for the LMS shall have all FERPA, CIPA, and COPPA requirement compliances in addition to tracking and monitoring of usage. Access to the LMS will be through the District’s Single Sign-On (SSO) system.
- Support for the LMS will be provided by the Proposer via a toll-free, live operator-answered number with a waiting period of no more than 30 seconds per call. Online and train-the-trainer assistance on the use of the LMS will be provided. Maintenance for a period of five (5) years must be itemized and included in the option’s pricing.

Each Proposal which includes the LMS option must describe in detail how its LMS offering will satisfy the above requirements. The Proposer’s description must make clear what it will provide, at what cost per student, and what it would require of the District and the schools.

13.5. Disposal/Recycling Option

The District recognizes that the devices will eventually be retired from use and wants to minimize the environmental impact of the equipment deployed as part of the solution. As such, the District is interested in services regarding disposal/recycling. These shall not be included in the per seat cost of the solution, but rather offered as optional purchases for the District’s consideration. Proposers may provide details of the option in Appendix I, as described in PART III, PROPOSAL SUBMISSION REQUIREMENTS.

Each Proposal which includes the Disposal/Recycling option must describe in detail how its Disposal/Recycling offering will satisfy the above requirements. The Proposer’s description must make clear what it will provide, at what cost per device, and what it would require of the District and the schools.
PART III PROPOSAL SUBMISSION REQUIREMENTS

The proposal must follow the outline used below, including the numbering, section, and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the proposal being disqualified as non-responsive or receiving a reduced score, at the sole discretion of the District. Rephrasing of the content provided in this RFP will, at best, be considered minimally responsive. The District seeks detailed yet succinct responses that demonstrate the Proposer’s experience and ability to perform the requirements specified throughout this document.

1. Proposal Format

1.1. For clarity, the proposal must be typed or printed. Proposals will be single-spaced with 1” margins on white 8 ½” x 11” paper using a font no smaller than 12 point Times New Roman or similar.

1.2. All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all mandatory submittals (Appendices A, B, C, F, G, J, K, and L) and attachments. For clarity, the Proposer’s name should appear on every page, including attachments. Each attachment must reference the section or subsection number to which it corresponds.

1.3. Proposers are asked to be brief and to respond to each question and instruction listed in PART III, Section 2 “Proposal Contents.” Number each response in the proposal to correspond to the relevant question or instruction of the RFP, and for ease of reference, please copy the relevant question on instruction prior to the Proposer’s response.

1.4. The Proposer may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Proposers shall not include brochures or other promotional material with their proposals. Additional materials will not be considered part of the proposal and will not be evaluated.

1.5. Include any forms provided in the application package or reproduce those forms as closely as possible. All information shall be presented in the same order and format as described in the RFP.

1.6. It is the responsibility of the Proposer to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the District, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.

1.7. Proposers shall complete and submit the proposal cover page provided in Appendix A of this RFP and provide it with the Proposer’s proposal. The cover page must be the first page of the proposal package. It is important that the cover page show the specific information requested, including Proposer address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Proposer.

1.8. Successful Proposers who are among the “acceptable bidders” shall provide 10 fully capable devices loaded with at least one ELA application and one Math application meeting the Publisher’s Criteria and all other requirements of this RFP, for District evaluation. Devices shall be marked as “Demonstration Only” and will be returned within 30 days of contract approval.

2. Proposal Contents

2.1. Organization Qualifications and Experience

NOTE: The term, “Proposer”, as used in this RFP, may include a lead and one or more subcontractors. In that event, the qualifying experience, resources, and roles of the lead and subcontractors must be clearly identified.
2.1.1. **Description of the Organization**

Present a detailed statement of qualifications and summary of relevant experience. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors’ organizational capacity and qualifications.

2.1.2. **Organizational Description and Qualifications**

a. Attach documentation of any applicable licensure requirements as specified in Appendix L, Insurance Requirements.

b. Attach documentation of any applicable certifications as specified in Appendix L, Insurance Requirements.

(1) Attach a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Proposer’s general liability, professional liability, and any other relevant liability insurance policies associated with this contract.

(2) If the exact insurance coverage is not provided at the time of proposal submittal, Proposer shall certify that, if awarded a contract, Proposer will meet all of the Appendix L insurance requirements.

c. Attach all applicable Joint Venture agreements or subcontractor letters of intent to enter into a subcontractor relationship with the proposing prime contractor.

2.1.3. **Organizational Experience**

Briefly describe the history of the Proposer’s organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. Include similar information for all subcontractors.

Provide a complete project staffing plan, as required under PART II, Section 12 accompanied by the corresponding Appendix G for each member of the local team described therein.

2.1.4. **Description of Experience with Similar Projects**

Provide a description of five projects completed within the past five years which reflect the Proposer’s experience and expertise needed to perform the functions described in PART II, “Scope of Services.” For each of the five examples provided, a contact person from the client organization involved will be listed, along with that person’s telephone number and email address. Please note that outside contract history and contract history with the District, whether positive or negative, may be considered in rating proposals even if not provided by the Proposer.

2.2 **Specifications of Work to be Performed**

Discuss in detail the Scope of Services referenced above in PART II and what the Proposer will offer. Give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved within the time allowed. If subcontractors are involved, clearly identify the work that each will perform.

2.3. **Price Proposal**

2.3.1. **General Instructions**

a. The Proposer must submit a price proposal that covers the entire 5-year period of the contract.
b. The price proposal shall include the costs necessary for the Proposer to fully comply with the contract terms and conditions and RFP requirements.

c. Proposers must attach the **TABLE 1 - PRICE PROPOSAL FORM** Excel spreadsheet, which can be downloaded at [http://psd.lausd.net/vendors](http://psd.lausd.net/vendors).

d. If teacher devices are priced differently from student devices, the Proposer must provide the price for the teacher device.

e. Failure to provide the requested information **and to follow the required price proposal format provided in Appendix B** may result in the exclusion of the proposal from consideration, at the discretion of the District.

f. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the District may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

### 2.3.2. Notice to Proposers

Certain price proposal items may not be bond-fundable, and prior to award, Proposers shall be prepared to separate non bond-fundable prices from their proposed per seat price.

### 2.4. Optional Add-Ons

The District shall receive, but will not score or take into “three lowest bidder” consideration, except in the event of a tie (final scores within 10 points of each other), the following proposals:

- Additional Software
- Additional Content
- Cart Option
- Learning Management System Option
- Disposal/Recycling Option

The resulting Agreement may include an optional services section using negotiated features and prices from which future task orders or separate contracts may be based.

The Proposer shall complete an **Appendix I** Form for each Optional Add-On included in the Proposal. The Proposer shall not include any details for these options in the narrative for **Section II, Specifications of Work to be Performed**.

### 2.5. Certification Forms

Proposer shall include the completed Ethics Certification form (**Appendix C**) and SBE Utilization form (**Appendix K**).

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

Contractors are responsible for ensuring that all their representatives understand and comply with the duties and requirements outlined in the Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors are encouraged to use training resources made available by the District’s Ethics Office and are expected to proactively manage any potential ethics concerns that may arise in the course of doing business with the District.
In addition to the mandatory SBE Utilization Report form (Appendix K), the Proposer shall provide a Small Business Enterprise (SBE) Subcontracting Plan to utilize SBE firms as part of their proposal response per the 25% SBE goal established by the District’s Board of Education. SBE credit may be gained from the utilization of SBE firms in either prime or subcontracting capacities. Responding firms will detail, per SBE Utilization Reports, the percentage or amount of any proposal amount to be assigned to SBE firms.

2.6. Demonstration Devices
Proposers shall be prepared to provide 10 demonstration devices should the Proposer be deemed an “acceptable bidder” in PART IV, Section 1.2. Devices shall be marked as “Demonstration Only” and will be returned within 30 days of contract approval. Devices will be tested for functionality including, but not limited to, user-friendly and error-free operation, logging on and off, connecting to the wireless network, loading proposed content, running proposed applications, and printing. At least one (1) ELA application and one (1) Math application meeting the Publisher’s Criteria shall be provided on each demonstration device.

PART IV PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals shall be accomplished as follows:

1. Evaluation Process – General Information

The statutory authority for this RFP is California Public Contract Code Section 20118.1. Section 20118.1 states, “The governing board of any school District may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate.”

The code section has 3 components. It requires a “responsible bidder” who is “an acceptable bidder” and “one of three lowest bidders.”

1.1. A “responsible bidder” is a Proposer that (1) has adequate financial resources to perform a contract, (2) is able to comply with the associated legal or regulatory requirements, (3) is able to deliver according to this Project’s contract schedule, (4) has a history of satisfactory performance, (5) has good reputation regarding integrity, (6) has or can obtain and provide the necessary hardware, software, content, functionality, equipment, training, and facilities for this Project and (7) is otherwise eligible and qualified to receive award if its bid is chosen.

Proposers will be required to complete the Responsible Bidder Certification/Minimum Qualifications Form (Appendix J) and demonstrate, in their proposal, that they are a “responsible bidder.” This is a pass/fail requirement at the sole discretion of the District. Only “responsible bidders” will enter the “acceptable bidder” stage of the evaluation.

1.2. An “acceptable bidder” is an “acceptable bidder” that falls within the “competitive range” based on distribution of the numerical scores in PART IV, Section 2, below. The District’s qualified reviewers will judge the merits of the proposals meeting all “responsible bidder” criteria in accordance with the criteria defined in the RFP, and in accordance with the most advantageous cost considerations for the District. The District has the sole discretion to determine the competitive range.

1.3. The District reserves the right to schedule interviews/presentations with “acceptable bidders” to obtain clarification of information contained in the proposals received. Interviews/presentations may be an exchange of information and will not be scored. “Acceptable bidders” may be allowed to adjust their
proposals and submit a Best and Final Offer Proposal, and the District may revise the scores assigned in the initial evaluation to reflect those adjustments.

1.4. The “three lowest bidders” are determined by the Best and Final Offer Proposal Cost submitted by “acceptable bidders.”

1.5. The District will award to one, two, or all three “lowest bidders,” at the sole discretion of the District.

If, during the Acceptable Bidder Proposal Scoring Process, it is determined by the District that a Proposer is not actually qualified as a “responsible bidder,” the Proposer will be disqualified and the next lowest price “acceptable bidder” shall be considered.

2. Acceptable Bidder Proposal Scoring Weights and Process

2.1. Scoring Components and Weights

The score will be based on a 100 point scale and will measure the degree to which each proposal meets the following criteria.

**Section I. Organization Qualifications and Experience (10 Points)**
Includes all elements addressed above in Part III, Section 2.1. They are Description of the Organization and Qualifications, Organizational Experience, and Description of Experience with Similar Projects.

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<th>Component</th>
<th>Section of Document</th>
<th>Scoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality of experience developing or implementing K-12 learning solutions for mobile devices</td>
<td>Section 12</td>
<td>2.5</td>
</tr>
<tr>
<td>Quality of experience and resources in a lead role in simultaneously rolling out a minimum of 10,000 fully configured devices to multiple sites</td>
<td>Section 12</td>
<td>2.5</td>
</tr>
<tr>
<td>Quality of experience implementing a mobile device multiple site classroom solution in a K-12 environment</td>
<td>Section 12</td>
<td>2.5</td>
</tr>
<tr>
<td>Quality of Project Team</td>
<td>Section 12</td>
<td>2.5</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

**Section II. Specifications of Work to be Performed (60 Points)**
Includes all elements addressed above in Part III, Section 2.2. Points (weight) for specific elements as follows:

<table>
<thead>
<tr>
<th>Component</th>
<th>Section of Document</th>
<th>Scoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Device Requirements</td>
<td>Section 5</td>
<td>12</td>
</tr>
<tr>
<td>Device Functionality</td>
<td>Section 5</td>
<td>7.5</td>
</tr>
<tr>
<td>Proposed Loaded Software</td>
<td>Section 5</td>
<td>4.5</td>
</tr>
<tr>
<td>Proposed Content/Alignment with Publisher’s Criteria</td>
<td>Section 9</td>
<td>12</td>
</tr>
<tr>
<td>Warranty and Repair and Replacement Program</td>
<td>Section 11</td>
<td>9</td>
</tr>
<tr>
<td>Training</td>
<td>Section 10</td>
<td>3</td>
</tr>
</tbody>
</table>
### Delivery Schedule and Support Structure

<table>
<thead>
<tr>
<th>Component</th>
<th>Section of Document</th>
<th>Scoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use of SBE/SVBE participation</td>
<td>Appendix K</td>
<td>3</td>
</tr>
</tbody>
</table>

### Section III. Price (30 Points)

Includes all elements addressed above in Part III, Section 2.3. Points (weight) for specific elements as follows:

<table>
<thead>
<tr>
<th>Component</th>
<th>Section of Document</th>
<th>Scoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Seat Price Less Rebates for 700,000 student devices and 50,000 teacher devices</td>
<td>Appendix B</td>
<td>30</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>30</td>
</tr>
</tbody>
</table>

### Section IV. Optional Items

In the event of a tie (final scores within 10 points of each other), the District reserves the right to evaluate the following optional items as a tie-breaker:

<table>
<thead>
<tr>
<th>Component</th>
<th>Section of Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Core Standards for Pre-K Intervention Programs in ELA and Mathematics</td>
<td>Section 13</td>
</tr>
<tr>
<td>Computer Adaptive Assessments</td>
<td>Section 13</td>
</tr>
<tr>
<td>Carts</td>
<td>Section 13</td>
</tr>
<tr>
<td>Learning Management System</td>
<td>Section 13</td>
</tr>
<tr>
<td>Disposal/Recycling</td>
<td>Section 13</td>
</tr>
</tbody>
</table>

#### 2.2 Scoring Process

The District will use a consensus approach to evaluate the proposals. Members of the District will not score the proposals individually but instead will arrive at a consensus as to assignment of points on each category of each proposal. The contract award(s) will be made to the “three lowest bidders”.

#### 2.3 Negotiations

The District reserves the right to negotiate with the successful “acceptable bidder(s)”. In the event that an acceptable contract cannot be negotiated with the highest ranked of the three lowest price “acceptable bidder(s)”, the District may withdraw its award and negotiate with the next highest ranked of the remaining lowest three “acceptable bidder(s)”. The District may award to one, two, or all “three lowest bidders.” Alternatively, the District may cancel the RFP, at its sole discretion.

### 3. Selection and Award

#### 3.1 The final decision regarding the award of the Agreements will be subject to approval by the District’s Board of Education.

#### 3.2 Notification of the contract awards will be made in writing.

#### 3.3 Issuance of this RFP in no way constitutes a commitment by the District to award a contract.

#### 3.4 The District reserves the right to reject any and all proposals or to make multiple awards.

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

5. Filing of Protests

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

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

Protests relating to a recommendation for contract award must be filed by an “interested party” within five (5) business days after release of the Notice of Intent to Award letter to proposing firms. Failure to file a timely protest is a failure to exhaust an administrative remedy and shall act as a waiver of the right to challenge the recommendation for contract award.

All protests shall be filed in writing with the District’s Director of Procurement, or designee, Los Angeles Unified School District, 333 South Beaudry Avenue, 22nd 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;
- Statement of the specific relief requested;
- Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based; and
- Signature of an authorized executive with the authority to bind the company.

The Director of Procurement, or designee, shall make a determination on the protest, normally within ten (10) business 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 protestor’s final administrative remedy.

PART V CONTRACT ADMINISTRATION AND CONDITIONS
1. **Contract Document**

1.1. The successful “acceptable bidder” will be required to execute a contract in the form of a negotiated District Agreement. A copy of the most essential standard terms and conditions that make up an Agreement are provided as Appendix D.

1.2. The District estimates that Agreements will be executed in May 2013. The District recognizes, however, that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by internal state approval bodies. Any appeals to the award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date may need to be adjusted, if necessary, to comply with mandated requirements.

1.3. In providing services and performing under the contract, the successful “acceptable bidder” shall act independently and not as an agent of the District.

2. **Payment Terms**

The payment terms under this program will be determined by the District. An invoice will be considered accurate and acceptable if it contains all of the requirements specified by the District, which may include but is not limited to: a reference to the District’s contract number, correct pricing information relative to the contract, proof of receipt of satisfactory deliverables, any required supporting documents, as applicable, and any other specific requirements listed within this RFP.

**PART VI RFP APPENDICES**

1. Appendix A – Proposal Cover Page – Mandatory submittal
2. Appendix B – Price Proposal Form – Mandatory submittal
3. Appendix C – District Contractor Code of Conduct and Ethics Certification Form – Mandatory submittal
4. Appendix D – District Standard Terms and Conditions
5. Appendix E – List of Sites for Phase 1
6. Appendix F – Portable Computing Device Specifications Summary Form – Mandatory submittal
7. Appendix G – Staff Experience with Similar Projects – Mandatory submittal
8. Appendix H – Key Criteria for Evaluating Curriculum
9. Appendix I – Optional Add-Ons
10. Appendix J – Responsible Bidder Criteria – Mandatory submittal
11. Appendix K – SBE Utilization Report form – Mandatory submittal
12. Appendix L – Insurance Requirements – Mandatory submittal
Los Angeles Unified School District

PROPOSAL COVER PAGE
RFP # 1118

<table>
<thead>
<tr>
<th>Proposer’s Organization Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Executive - Name/Title:</td>
</tr>
<tr>
<td>Tel:</td>
</tr>
<tr>
<td>Headquarters Street Address:</td>
</tr>
<tr>
<td>Headquarters City/State/Zip:</td>
</tr>
</tbody>
</table>

(provide information requested below if different from above)

| Lead Point of Contact for Proposal - Name/Title: |
| Tel:                        | Fax:        | E-mail: |
| Street Address:             |
| City/State/Zip:             |

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the Proposal Due Date.
- No personnel from the District or any other involved agency participated, either directly or indirectly, in any activities relating to the preparation of the Proposer’s proposal.
- No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Authorized Signature ___________________________ Date ____________ Name and Title (Typed)
Appendix B - Price Proposal Form

Los Angeles Unified School District

PRICE PROPOSAL FORM
RFP # 1118

Instructions: Proposers must complete the form below in order to have their proposals considered in this procurement process.

Proposer’s Organization Name: ____________________________________________________________

Please Note:

- Proposers must attach the TABLE 1 - PRICE PROPOSAL FORM Excel spreadsheet, which can be downloaded at http://psd.lausd.net/vendors.

- Proposers are asked to submit a fixed per seat price.

- Prices for equipping students/teachers with learning technology and associated services must be proposed on a per-seat basis, as shown in Table 1, below. If the teacher devices are proposed at a different price, this price must be included.

- The District seeks a rebate of the pricing proposed by interested Proposers in Table 1 after spending $20 million and for every additional $10 million spent thereafter.
### TABLE 1 - PRICE PROPOSAL FORM
RFP # 1118

#### Basis of Award Price Calculation

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Total Price for 661,000 Devices</td>
<td>$</td>
</tr>
<tr>
<td>Total Rebates for 661,000 Devices</td>
<td>$</td>
</tr>
</tbody>
</table>

**Per Seat Price for Basis of Award (Total Price Less Total Rebates divided by 661,000 Devices)**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Seat Price</td>
<td>$</td>
</tr>
</tbody>
</table>

#### Per Seat Cost

This is all inclusive of the total scope of work required by this RFP (not including optional add-ons such as carts, learning management system, etc.)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Price proposed per-seat:</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Price proposed per-seat for teachers (if different):</td>
<td></td>
</tr>
</tbody>
</table>

#### Rebate Schedule

Rebates are to be in the form of future purchase credit from the Proposer. Each rebate cannot vary more than 2% from the previous step. Rebates (if any) must begin at $20 million.

<table>
<thead>
<tr>
<th>Total dollars spent for this contract</th>
<th>Rebate</th>
<th>Total dollars spent for this contract</th>
<th>Rebate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20 million</td>
<td></td>
<td>$270 million</td>
<td></td>
</tr>
<tr>
<td>$30 million</td>
<td></td>
<td>$280 million</td>
<td></td>
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<tr>
<td>$40 million</td>
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<td>$290 million</td>
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<td>$50 million</td>
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<td>Amount</td>
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<tr>
<td>$170 million</td>
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<td>$180 million</td>
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<td></td>
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<tr>
<td>$190 million</td>
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<td>$240 million</td>
<td>$490 million</td>
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<td></td>
</tr>
<tr>
<td>$250 million</td>
<td>$500 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$260 million</td>
<td>For every $10 million thereafter</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix C – District Ethics Code

CERTIFICATION OF COMPLIANCE TO LOS ANGELES UNIFIED SCHOOL DISTRICT

CODE OF CONDUCT (Rev. 11/06)

I, the undersigned, affirm, that I am authorized by the Proposer submitting to this RFQ & RFP to execute this Certification of the LAUSD Code of Conduct 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 Contractor Code of Conduct (attached 12 pages, below).

Proposer further agrees to submit a Meaningful Conflict Disclosure Statement, as defined in the Code of Conduct, with the RFQ & RFP submittal, if appropriate during the procurement process or to the LAUSD 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
Preamble
Los Angeles Unified School District’s Contractor Code of Conduct was adopted to enhance public trust and confidence in the integrity of LAUSD’s decision-making process. This Code is premised on three concepts:

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

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

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

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

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

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

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

A. Demonstrate Honesty and Integrity – Contractors shall adhere to the highest standards of honesty and integrity in all their dealings with and/or on behalf of LAUSD. As a general rule, Contractors must exercise caution and avoid even the appearance of impropriety or misrepresentation. All communications, proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.

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

(1) Critical Factors – In considering a Contractor’s record of integrity and business ethics, LAUSD may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental agencies, tax
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)

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

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

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

E. Provide Contracting Excellence – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to LAUSD, so that the public is served with the best value for its dollars.

F. Promote Ethics Standards – Contractors shall be responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in this Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors may draw upon the resources provided by LAUSD, including but not limited to those made available by the Ethics Office, the Procurement Services Group, and the Facilities Contracts Branch. Such training resources and additional information about LAUSD policies can be found on LAUSD’s website (www.lausd.net).

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

Example of Seeking Advice

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

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

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

A. Employ Good Practices – Contractors and their Representatives shall conduct their employment and business practices in full compliance with all applicable laws, regulations and LAUSD policies, including but not limited to the following:

   (1) Equal Employment Opportunity – Contractors shall ensure that there is no discrimination in hiring due to race, color, religious creed, national origin, ancestry, marital status, gender, sexual orientation, age, or disability.

   (2) Health and Safety – Contractors shall provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations, and practices.

   (3) Drug Free Environment – Contractors shall ensure that there is no manufacture, sale, distribution, possession or use of illegal drugs or alcohol on LAUSD-owned or leased property.

   (4) No Harassment – Contractors shall not engage in any sexual or other harassment, physical or verbal abuse, or any other form of intimidation.

   (5) Sweat-Free Conditions – Contractors shall ensure that no child and/or forced or indentured labor is used in their supply chain. Contractors shall require that all goods provided to LAUSD are made in compliance with the governing health, safety and labor laws of the countries of origin. Additionally, Contractors shall ensure that workers are free from undue risk of physical harm or exploitation and receive a non-poverty wage.

B. Use Resources Responsibly – Contractors and their Representatives shall use LAUSD assets for LAUSD business-related purposes only unless given written permission for a specific exception by an authorized LAUSD official. LAUSD assets include: time, property, supplies, services, consumables, equipment, technology, intellectual property, and information.

C. Protect Confidentiality – Contractors and their Representatives shall protect and maintain confidentiality of the work and services they provide to LAUSD. All communications and information obtained in the course of seeking or performing work for LAUSD should be considered confidential. No confidential information relating to LAUSD should ever be disclosed without express authorization by LAUSD in writing, unless otherwise legally mandated.

D. Guard the LAUSD Affiliation – Contractors and their Representatives shall be cautious of how they portray their relationship with LAUSD to the Public. Communications on behalf of LAUSD can only be made when there is express written permission by an LAUSD official authorized by LAUSD’s Office of General Counsel.

   (1) LAUSD Name and Marks – Contractors shall ensure that all statements, illustrations or other materials using or referencing LAUSD or its marks and logos—including the names and logos of any of our subdivisions, and/or any logos created by and for LAUSD—receive advance review and written approval of the relevant LAUSD division head prior to release or use.

   (2) Commercial or Advertising Message – Contractors shall ensure that no commercial or advertising message, or any other endorsements—express or implied—are suggested or incorporated in any products, services, enterprises or materials developed for/or relating to LAUSD unless given written permission to do otherwise by LAUSD’s Board of Education.

E. Respect Gift Limits – Contractors and their Representatives shall abide by LAUSD’s gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to LAUSD officials, so that they do not place LAUSD officials in conflict with any specific gift restrictions:

   (1) No Contractor or their Representative shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any LAUSD procurement official at any time.

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

   Example of Respecting Gift Limits

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

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

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

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

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

![Figure 2 – Schematic of LAUSD Cooling Periods (Illustrative Only)](image)

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**

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

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

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

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

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

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

5. Disclosure Obligations

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

A. Identify Current and Former LAUSD Officials – To ensure against conflict or improper influence resulting from employment of current or former LAUSD employees, Contractors and their Representatives shall disclose any of their employees, subcontractors or consultants who within the last three years have been or are employees of LAUSD. The disclosure will be in accordance with LAUSD guidelines and will include at a minimum the name of the former LAUSD employee(s), a list of the LAUSD positions the person held in the last three years, and the dates the person held those positions. Public agencies that provide contract services are not subject to this requirement.

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

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

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

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

   (1) Applicability – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as “consultants”, if the services they are contracted to provide fit the triggers identified by the Political Reform Act. Meeting either of the test triggers below requires a Contractor’s Representative(s) to file a Form 700:

      (a) Individual Makes Governmental Decisions – Filing is required if an individual is involved in activities or decision-making such as: obligating LAUSD to any course of action; authorizing LAUSD to enter into, modify, or renew a contract; granting approval for contracts, plans, designs, reports, studies or other items; adopting
or granting approval on policies, standards or guidelines for any subdivision of LAUSD; or negotiating on behalf of LAUSD without significant intervening review.

(b) Individual Participates in the Making of Governmental Decisions for LAUSD and Serves in Staff-like Capacity – Filing is also required if an individual is performing duties for LAUSD on a continuous or ongoing basis extending beyond one year such as: advising or making recommendations to LAUSD decision makers without significant intervening review; conducting research or an investigation; preparing a report or analysis which requires the individual to exercise their judgment; or performing duties similar to an LAUSD staff position that is already designated as a filer position in LAUSD’s Conflict of Interest Code.

(2) Filing Timelines – Individuals who are legally required to complete a Statement of Economic Interests form must submit a filing:
(a) upon commencement of work with LAUSD,
(b) on an ongoing basis thereafter in accordance with the April 1st annual deadline, and
(c) upon termination of work with LAUSD.

(3) Process – Contractors and their Representatives shall coordinate with their LAUSD Contract Sponsor(s) to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by the LAUSD Ethics Office to be considered properly filed in accordance with the Political Reform Act.

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

Examples of Form 700 Filers and Non-Filers

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

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

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

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

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

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

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

GENERAL PROHIBITIONS

A. Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation

B. Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives

C. Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing
D. Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD

E. Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information

F. Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making

G. Making or arranging for any gift(s) or gratuities that violate LAUSD’s policies, including:
   (1) Providing any gifts at all to a procurement employee;
   (2) Providing any gifts in excess of LAUSD’s gift limit in a calendar year to any LAUSD official or to a member of his/her household; and
   (3) Providing gifts without the necessary public disclosure when disclosure is required

H. Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract

I. Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action

J. Taking any action to circumvent LAUSD’s system of controls or to provide misleading information on any documents or records

K. Using LAUSD assets and resources for purposes which do not support LAUSD’s work

L. Using LAUSD provided technology or systems to create, access, store, print, solicit or send any material that is false, derogatory, malicious, intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive

M. Violating or counseling any person to violate any provisions of LAUSD’s Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws

CONTRACTING PROHIBITIONS

N. Dealing directly with an LAUSD official who is a close relative or cohabitant with a Contractor or its Representatives in the course of negotiating a contracting agreement or performing a Contractor’s obligation
   (1) For the purposes of this policy, close relatives shall be defined as including spouse, sibling, parent, grandparent, child, and grandchild. Cohabitants shall be defined as persons living together.

O. Engaging in prohibited communication with LAUSD officials during the Cone of Silence time period(s) of the contracting process
   (1) In a competitive contracting process, the Cone of Silence begins from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced by LAUSD until the time a contract award recommendation is made public by the Board Secretariat’s posting of the board report for the contract to be approved.
   (2) In a non-competitive contracting process, the Cone of Silence begins at the time when a proposal is submitted to LAUSD until the time the contract is fully executed.

P. Employing any current or former LAUSD employee to perform any work prohibited by the “Cooling Periods” defined in Section 4F of this Code

Q. Making or participating in the making of governmental decisions on behalf of LAUSD when a Contractor or its Representatives has an existing financial interest that is prohibited under the law

R. Making any substitution of goods, services, or talent that does 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)
LOS ANGELES UNIFIED SCHOOL DISTRICT  Contractor Code of Conduct

7. 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.


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.
Appendix D - Terms and Conditions

Los Angeles Unified School District
District Standard Terms and Conditions
RFP #1118

The District will negotiate the final contractual terms and conditions with the selected contractor(s). However, the following terms and conditions are necessary in the interest of student safety, Board policy, and the public interest.

1. GOVERNING LAW

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

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

2. Intentionally left blank

3. DISCRIMINATION

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

4. VEHICLE SAFETY AND SECURITY

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

Drivers entering school premises when school is not in session shall lock any gate or door to which they have access, both when entering and/or leaving the grounds. Gate keys, as may be required, will be furnished by the District Branch or Office supervising the service. Any unusual condition noted by drivers, such as gates or doors found unlocked or open or evidence of vandalism, shall be reported to the School Police Department of the Los Angeles Unified School District, Tel: (213) 625-6631 (24 – hour telephone number).

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

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

5. ENVIRONMENTALLY PREFERRED PRODUCT PROCUREMENT PROGRAM

The Los Angeles Unified School District has established a policy to buy, wherever/whenever practical, environmentally preferable products to meet its needs and to foster market development for recycled products. The District recognizes that the availability of recycled products may be periodically limited. Therefore, the policy is intended to help develop the market for recycled products, and to increase District usage of environmentally preferable products, where and when economically feasible, as the market develops.
This policy covers all procurements, both of goods and services, to support the purchase of cost competitive recycled products, and products that contain recycled content of equal utility and function, where a stable supply chain exists to meet the demands of our schools, and if there is no additional cost to the District.

ENVIRONMENTAL PREFERENCE

A. The District may give a preference, all other factors being equal, for environmentally preferable products.

B. The District encourages the maximum feasible use of environmentally preferable packaging products, reusable packaging, and returnable packaging materials for all deliveries of goods and materials.

C. The District requires all bidders for goods and materials to offer environmental alternatives to virgin products offered in response to bid specifications. Suppliers of goods and materials with recycled content will be required to provide the amount of “post consumer content” and/or “pre-consumer recycled content” by weight percent for the goods and materials provided.

D. The District may provide for product servicing and product life extension service. To the maximum extent feasible, all machinery and electronic equipment provided will allow for the manufacturer/contractor to accept used equipment and goods, at the end of their planned useful life, or when they are declared surplus, for recycling purposes.

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

6. SWEAT-FREE PROCUREMENT POLICY

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

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

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

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

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

8. FINGERPRINTING
The Contractor shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

A. Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the “CADOJ”).

B. Prohibit employees of Contractor from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1.

C. Certify in writing, using the District’s fingerprinting certification form (available at the Office of Risk Management and Insurance Services (ORMIS) website) to the District that neither Contractor nor any of Contractor’s employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District’s Office of Risk Management and Insurance Services (ORMIS).

D. Provide a list of the names of Contractor’s employees who may have contact with pupils to the District’s Office of Risk Management and Insurance Services (ORMIS). This list shall be updated for employee changes and shall list employees by appropriate school site.

E. The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District’s sole and absolute discretion.
## Appendix E - List of Sites for Phase 1

<table>
<thead>
<tr>
<th>School Name</th>
<th>School Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>54th St Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Ambler Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Annalee Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Apple Academy</td>
<td>EL</td>
</tr>
<tr>
<td>Baldwin Hills Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Broadacres Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Cimarron Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Cowan Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Hillcrest Dr Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Kentwood Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Leapwood Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Lizarraga Elementary</td>
<td>EL</td>
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<tr>
<td>Manchester Elementary</td>
<td>EL</td>
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<tr>
<td>Manhattan Place Elementary</td>
<td>EL</td>
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<tr>
<td>Nevada Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Western Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Westport Heights Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Windsor Math-Science-Aerospace Magnet</td>
<td>EL</td>
</tr>
<tr>
<td>Woodcrest Elementary</td>
<td>EL</td>
</tr>
<tr>
<td>Yes Academy</td>
<td>EL</td>
</tr>
<tr>
<td>Animo Westside Middle School</td>
<td>MS</td>
</tr>
<tr>
<td>Curtiss Middle School</td>
<td>MS</td>
</tr>
<tr>
<td>Fleming Middle School</td>
<td>MS</td>
</tr>
<tr>
<td>Harte Prep Middle School</td>
<td>MS</td>
</tr>
<tr>
<td>Muir Middle School</td>
<td>MS</td>
</tr>
<tr>
<td>Obama Global Prep Academy</td>
<td>MS</td>
</tr>
<tr>
<td>Palms Middle School</td>
<td>MS</td>
</tr>
<tr>
<td>Revere Middle School</td>
<td>MS</td>
</tr>
<tr>
<td>Webster Middle School</td>
<td>MS</td>
</tr>
<tr>
<td>Magnolia Science Academy 3</td>
<td>MS/SH</td>
</tr>
<tr>
<td>Magnolia Science Academy 4</td>
<td>MS/SH</td>
</tr>
<tr>
<td>Rancho Dominguez Prep</td>
<td>MS/SH</td>
</tr>
<tr>
<td>Chavez Learning Academies: ArTES</td>
<td>SH</td>
</tr>
<tr>
<td>Lou Dantzler High School</td>
<td>SH</td>
</tr>
<tr>
<td>Middle College High School</td>
<td>SH</td>
</tr>
<tr>
<td>Roosevelt High School: CNMT</td>
<td>SH</td>
</tr>
<tr>
<td>Social Justice Schools: Fine Arts Academy</td>
<td>SH</td>
</tr>
<tr>
<td>Social Justice Schools: Global Issues Academy</td>
<td>SH</td>
</tr>
<tr>
<td>Sotomayor Learning Academies: ARTLAB</td>
<td>SH</td>
</tr>
<tr>
<td>Sotomayor Learning Academies: - School of History and Dramatic Arts</td>
<td>SH</td>
</tr>
<tr>
<td>Sotomayor Learning Academies: Los Angeles River School</td>
<td>SH</td>
</tr>
<tr>
<td>South Region High School #2: Communication and Technology</td>
<td>SH</td>
</tr>
<tr>
<td>South Region High School #2: Green Design</td>
<td>SH</td>
</tr>
<tr>
<td>South Region High School #2: Performing Arts</td>
<td>SH</td>
</tr>
<tr>
<td>South Region High School #2: Public Service</td>
<td>SH</td>
</tr>
<tr>
<td>Valley Academy of Arts and Sciences</td>
<td>SH</td>
</tr>
<tr>
<td>Westchester High School</td>
<td>SH</td>
</tr>
</tbody>
</table>
Appendix F – Portable Computing Device Specifications Summary Form

Instructions: Complete this worksheet for each type of technology solution proposed. Fill in each blank with the requested information. You may attach additional pages to provide complete information where required. This RFP does not require that all these fields be accounted for, but if a Proposer is providing an option that fits one of these categories, these fields must be completed. Please specify which items are optional, if any. If additional items (fields) need to be added to this list of products and services to best reflect your proposed solution, please make note of this and add any necessary data.

### Network Connectivity

<table>
<thead>
<tr>
<th>Wireless Type</th>
<th>Speed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wired Type</td>
<td>Speed</td>
</tr>
</tbody>
</table>

### Portable Device

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Processor Speed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chip Manufacturer</td>
<td>Chip Type</td>
</tr>
</tbody>
</table>

### Random Access Memory

<table>
<thead>
<tr>
<th>Chip Type</th>
<th>Capacity</th>
</tr>
</thead>
</table>

### Storage Media Type, Capacity, and Speed

- Mass Storage
- Optical Drive
- Removeable Media

### Audio Subsystem

- Chipset Manufacturer
- Model
- Audio In Type(s)
- Audio Out Type(s)

### Video Subsystem

- Chipset Manufacturer
- Model
- VRAM Capacity
- Video Out Type(s)
- Camera Resolution

### Monitor Display

- Display Size
- Characteristics
- Resolution

### Input

- Keyboard Type
- Size
- Connection Type

Pointing Device Type (check all that apply):

- Touch Pad
- Acutrack
- Roller Ball
- External Mouse
- Other

Explain: ___
Battery
Type __________ Duration __________ Method of Charging __________ Spare battery(y/n) __________

Provide industry benchmark test results, including information about how long the device will operate on a single battery charge under these conditions:

- Web-browsing
- Multimedia (video/audio)
- Reading eBooks
- Stand by time

Power Supply/Battery Charger
Integrated (y/n) __________ Separate (y/n) __________

Alternate Power Source

Dimensions
Weight (Device only): __________
Weight with Power Supply, Power Cord, required accessories and Carrying Case: __________
Size (Device only): ___” x ___” x ___”
Carry Size with Case: ___” x ___” x ___”

Accessories

Ruggedness

Fully describe features of all components (including but not be limited to keyboard, laptop case, etc.) designed to withstand extensive use and possible abuse by students.

Please describe other Portable Device specifications

What can we do to make the device inoperable if device is lost or stolen?
Appendix G – Staff Experience with Similar Projects

Instructions: Provide the following information to describe each senior staff member’s experience with similar project(s) – one form for each project. In addition to the resumes provided by your firm, this information will be used to evaluate your staff’s experience with projects similar to the work described in this RFP. The Evaluation Team will also use the references provided by your firm to verify the work.

Employee Name _________________________ Employee Position ________________________

Firm Name _________________________

Name of Client ______________________________________

Type of Entity: _____ Government _____ School _____ Non-profit _____ For-Profit Private Sector

1. Approximate number of users on the client’s system: ____________

2. Approximate dates of engagement: From __________ To __________

3. Describe the purpose and objectives of work.

4. Describe the nature of work performed.

5. Describe the employees’ role relative to this client’s project.

6. Describe the employees’ role relative to this RFP.

Current Supervisor’s Name: ______________________ Phone Number: ________________

Project Supervisor’s Name*: ______________________ Phone Number: ________________

* Name of supervisor(s) while working on the above Client project.
Appendix H – Key Criteria for Evaluating Curriculum

**English Language Arts**

**SECTION 1: ALIGNMENT TO COMMON CORE STANDARDS**

At the heart of the Common Core State Standards is a substantial shift in literacy instruction that demands a focus on high quality texts, high-quality text-dependent and text-specific questions, and writing to sources. The three shifts in K-12 literacy instruction include:

1. Building knowledge through content-rich non-fiction and informational texts
2. Reading and writing grounded in evidence from text
3. Regular practice with complex text and its academic vocabulary.

A high quality literacy curriculum aligned with the CCSS will not be a set of repackaged mediocre materials, but will reflect a rich and diverse instructional approach fully aligned with these shifts.

All curriculum must be culturally relevant and responsive.

It is recommended that Proposers refer to the K-12 Publishers' Criteria for English Language Arts for in-depth explanation of each item. (http://www.corestandards.org/resources)

ALL SUBMISSIONS MUST MEET THE 7 NON-NEGOTIABLE KEY CRITERIA INCLUDED BELOW IN SECTION I FOR EACH GRADE LEVEL.

**I. QUALITY OF TEXT**

**NON-NEGOTIABLE 1:** Range of Text: 50% of K-5 reading selections in the submission are high quality non-fiction/informational texts and instructional time is divided equally between literary and informational text. 55% of 6-8 and 70% of 9-12 reading selections in the submission are high quality non-fiction/informational text.

**NON-NEGOTIABLE 2:** Complexity of Text: The submission exhibits concrete evidence that research-based quantitative and qualitative measures have been used in selection of complex texts that align to the standards. Further, submissions will include a demonstrable staircase of text complexity as materials progress across grade bands.

**NON-NEGOTIABLE 3:** Sufficient Practice in Reading Complex Texts: The submission provides all students, including those who are below grade level, with extensive opportunities to encounter and comprehend grade-level complex text as required by the standards. Materials direct teachers to return to focused parts of the text to guide students through rereading, discussion and writing about the ideas and events and information found there. This opportunity is offered regularly and systematically through all K-12 materials.

**II. QUALITY OF QUESTIONS & TASKS**

**NON-NEGOTIABLE 4:** Focus on the text is the center of all lessons: Significant pre-reading activities and suggested approaches to teacher scaffolding are highly focused and begin with the text itself. Pre-reading activities shall be no more than 10% of time devoted to any reading instruction.
NON-NEGOTIABLE 5: Text Dependent & Text Specific Questions: 80% of all questions in the submission are high-quality sequences of text-dependent & text-specific questions. The overwhelming majority of questions are text-specific, draw student attention to the particulars in the text, and speak to higher-level questioning leading students to deeper understanding of the text.

III. WRITING

NON-NEGOTIABLE 6: Writing to Sources: Written and oral tasks at all grade levels require students to confront the text directly, to draw on textual evidence, and to support valid inferences from the text. Writing tasks shall be 30% argumentative, 35% explanatory, and 35% conveying real or imaginary experiences.

III. FOUNDATIONAL READING (K-5)

7. NON-NEGOTIABLE 7: Inclusion of Effective Instruction for all Aspects of Foundational Reading: Materials provide explicit and systematic instruction and diagnostic support in concepts of print, phonological awareness, phonics, vocabulary, development, syntax, and fluency. These foundational skills are necessary and central components of an effective, comprehensive reading program designed to develop proficient readers with the capacity to comprehend texts across a range of types and disciplines.

2A. CONTENT: K-2 (Alignment with Curriculum Requirements)

1. KEY CRITERIA FOR READING FOUNDATIONS K-5: The content is tightly aligned with the Reading Foundational Skills for the grade.

   1.A. Materials meet the needs of a wide range of students reinforcing key lessons in concepts of print, the alphabetic principle, and other basic conventions of English.

   1.B. Fluency and accuracy is a particular focus of the materials.

   1.C. Materials develop academic vocabulary prevalent in complex texts throughout reading, writing, listening and speaking instruction.

2. KEY CRITERIA FOR READING & TEXT SELECTIONS K-2: The content is tightly aligned with the reading standards for Literature and Informational Texts for the grade.

   2.A. Text selections for each grade band align with the complexity requirements outlined in the standards.

   2.B. Text selections are worth reading and re-reading.

   2.C. Literacy program shifts the balance of texts and instructional time to include equal measures of literary and informational texts.

   2.D. Additional materials markedly increase the opportunity for regular independent reading of texts that appeal to students' interests to develop both knowledge and love of reading.

   2.E. Curricula provide opportunities for students to build knowledge through close reading of specific texts, rather than skimming and timed reading.
3. KEY CRITERIA FOR QUESTIONS AND TASKS K-2: The content of questions is tightly aligned with standards for reading, listening and speaking, language and writing.

   3.A. Questions cultivate students’ abilities to ask and answer questions based on the text.

   3.B. Curricula provide opportunities to build knowledge through close reading and rereading of the text.

   3.C. Scaffolding and stimulant questions do not preempt or replace the text.

   3.D. Reading strategies support comprehension of specific texts and the focus on building knowledge.

4. KEY CRITERIA FOR WRITING: The content is tightly aligned with the Writing Standards for the grade.

   4.A. Writing opportunities for students are prominent and varied.

   4.B. Appropriate writing scaffolds and tools are accessible.

5. KEY CRITERIA FOR SPEAKING AND LISTENING: The content is tightly aligned with the Speaking and Listening Standards for the grade.

6. KEY CRITERIA FOR LANGUAGE: The content is tightly aligned with the Language Standards for the grade.

2B. CONTENT: 3-12 (Alignment with Curriculum Requirements)

1. KEY CRITERIA FOR READING & TEXT SELECTIONS 3-12: The content is tightly aligned with the reading standards for Literature and Informational Texts for the grade

   1.A. A variety of texts at varying complexities are provided at each grade level and align with the complexity requirements outlined in the standards.

   1.B. All students, including struggling learners, have extensive opportunity to encounter and comprehend grade-level text.

   1.C. Shorter challenging texts that elicit close reading and re-reading are provided regularly at each grade.

   1.D. Novels, plays and other extended readings are also provided with opportunities for close reading as well as research.

   1.E. Additional materials markedly increase the opportunity for regular independent reading of texts that appeal to students’ interests to develop both knowledge and love of reading.

   1.F. Within a sequence or collection of texts, specific anchor texts are selected for especially careful reading.

2. KEY CRITERIA FOR QUESTIONS AND TASKS 3-12: The content of questions is tightly aligned with standards for reading, listening and speaking, language, and writing.

   2.A. Questions and tasks require the use of textual evidence, including supporting inferences from the text.

   2.B. Instructional design cultivates student engagement in reading rich text carefully.

   2.C. Curricula provide opportunity for students to build knowledge through close reading of specific texts.
2.D. Materials focus on academic vocabulary prevalent in complex texts throughout reading, writing, listening, and speaking instruction.

2.E. Questions and tasks attend to analyzing the arguments and information at the heart of informational texts.

3. **KEY CRITERIA FOR WRITING:** The content is tightly aligned with the Writing Standards for the grade.

3.A. Extensive practice with short, focused research projects. Materials will require several of these short research projects annually to enable students to repeat the research process many times and develop the expertise needed to conduct research independently.

3.B. Writing to sources is a key task and students are asked in their writing to analyze and synthesize sources as well as to present careful analysis, well-defended claims and clear information.

3.C. Materials place an increased focus on argument and informative writing.

4. **ADDITIONAL KEY CRITERIA:** The content tightly aligns to standards’ focus on academic vocabulary and other standards for reading, writing, listening and speaking.

4.A. Materials focus on academic vocabulary prevalent in complex texts through reading, writing, listening, speaking instruction

4.B. Materials use multimedia and technology to engage students in absorbing or expressing details of the text rather than becoming a distraction or replacement for engaging with the text. Content and devise work together as more than just an electronic textbook.

4.C. Materials cover the most significant grammar and language conventions

**2C. PRESENTATION**

1.A. Usefulness of Student and Teacher Resources:

- Resources are sufficiently complete to address targeted learning outcomes without requiring the teacher to prepare additional teaching and assessment materials for the course.
- Student resources include review and practice resources, clear directions and explanations, and correct labeling of reference aids (e.g., visuals, maps, etc.).
- Submission indicates professional development essential to the success of the program and continued support for teacher learning.
- The components and materials available for the teacher are easy to use, including licenses or agreements for copying and use of materials, description of required equipment and technology, facilities, and resources.
- There are suggestions to adapting instruction for varying student needs (e.g., alternative teaching approaches, pacing, instructional delivery options, suggestions for addressing common student difficulties, remediation strategies)
- Guidelines and resources are provided on how to implement and evaluate instruction. (e.g., answers to work assignments and tests, using student work samples for classroom assessment, alternative assessment guidelines).
• Resources are provided to support quality program implementation (e.g., technology, resource lists that support implementation of instruction, assessment, and classroom management, in-service workshops or consultation support).

2.A. Usefulness of Instructional Materials: There are features to help in searching and locating information (e.g., table of contents, menu or map of content, index, goals/objectives, outlines, checklists, etc.).

3.A. Usefulness of Materials: The varied technology-rich resources work properly without the purchase of additional software and run without error.

2. **Focus of Instructional Materials:** Every part of the submission under review adds to student learning rather than distracting from it.

1.A. Focus of Instructional Materials:

• Reading selections are by design centrally located within the materials.
• The structure and format of the materials have enough order and clarity to allow students and teachers to access content and explicitly identify ideas and sequences.
• Graphs, charts, maps, and other visual representations increase student understanding of the text under evaluation rather than distract from the core lesson at hand.
• The teacher and student are able to reasonably complete the amount of content presented in the submission within a regular school-year and the pacing of content allow for maximum student understanding and include appropriate grade level or subject matter aligned to the CCSS.
• Instructions allow for careful reading and rereading of content.

2.A. Readability of Instructional Materials: The colors, size of print, spacing, quantity, and type of visuals are suitable for the abilities and needs of the intended students.

2D. LEARNING

1.A. Motivational Strategies: The instructional materials include features appropriate to each grade level to motivate, challenge and excite students in reading complex texts.

2.A. Explicit Instruction:

• The materials contain clear statements and explanation of purpose, goals, and expected outcomes.
• Concepts, rules, information, terminology and instructions are clearly stated.
• Explicit re-teaching opportunities

3.A. Guidance and Support:

• The guidance and support are adaptable to developmental differences and various learning styles while still allowing all students to work with grade-level.
• A variety of activities, as well as a variety of modalities, have been included.

4.A. Active Participation of Students: The materials include organized activities of periodic, frequent short assignments, and longer projects that are logical extensions of content, goals, and objectives.
5.A. Targeted Instructional Strategies: The materials take into consideration that different learning outcomes require different instructional strategies that integrate 21st Century learning skills.

6.A. Targeted Assessment Strategies:

- The materials correlate assessment strategies that are relevant to the targeted learning outcomes.
- The assessment strategies match the learner performance requirements for the types of learning outcomes that have been targeted for the subject matter.
- The instructional materials take into consideration that different strategies are appropriate for assessing different types of learning outcomes.
- The strategies are relevant and complete enough to effectively assess and inform instruction about the learner’s performance with regard to the targeted outcome.

7.A. Personalized Learning:

- The curriculum shall be adaptive based on individual student progress and mastery.
- The curriculum need not present the same content for students who have demonstrated mastery.

8.A. Progress Monitoring: The teacher and student shall be provided data about time spent and mastery as well as other data that can be used for making instructional decisions and planning.

Mathematics

SECTION 1: ALIGNMENT TO COMMON CORE STANDARDS

At the heart of the Common Core State Standards is a substantial shift in mathematics instruction that demands the following:

1) Focus strongly where the Standards focus

2) Coherence: Think across grades and link to major topics within grade

3) Rigor: In major topics, pursue conceptual understanding, procedural skill and fluency, and application with equal intensity.

Materials must be well versed in the CCSS for each grade level including: understanding the major work of the grade versus the content that is considered supporting; how the content fits into the progressions in the Standards; and the expectations of the Standards with respect to conceptual understanding, fluency, and application. It is recommended that Proposers refer to the K-8 Publishers’ Criteria for Mathematics for in-depth explanation of each item. (http://www.corestandards.org/resources)

ALL SUBMISSIONS MUST MEET THE MINIMUM REQUIREMENTS INCLUDED IN SECTION I BELOW FOR EACH GRADE LEVEL.

- Focus on Major Work: Materials used as designed devote the large majority of time on the major work of each grade. (See attached document Major Work of the Grade)

[Refer to criteria #1 in the K-8 Publishers' Criteria for Mathematics]
• Focus in K-8: Materials do not assess the following topics before the grade level indicated. Compliance with this criterion is determined by the following:
  • Probability, including chance, likely outcomes, probability models. Not before grade 7
  • Statistical distributions, including center, variation, clumping, outliers, mean, median, mode, range, quartiles; and statistical association or trends, including two-way tables, bivariate measurement data, scatter plots, trend line, line of best fit, correlation. Not before grade 6
  • Similarity, congruence, or geometric transformations. Not before grade 8
  • Symmetry of shapes, including line/reflection symmetry, rotational symmetry. Not before grade 4
  • Pattern problems in K-5 that do not support the focus on arithmetic, such as "find the next one" problems.

[Refer to criteria #2 in the K-8 Publishers' Criteria for Mathematics]

• Rigor and Balance: Materials reflect the balances in the Standards and help students meet the Standards' rigorous expectations. Compliance with this criterion is determined by the following:
  • Attention to Conceptual Understanding: Materials give students opportunities to develop conceptual understanding of key mathematical concepts, where called for in specific content standards or cluster headings.
  • Attention to Fluency: Materials give attention throughout the year to individual standards that set an expectation of fluency.
  • Attention to Applications: Teachers and students using the submitted materials as designed spend sufficient time working with engaging applications, without losing focus on the major work of each grade.
  • Balance: The three aspects of rigor are not always treated together, and are not always treated separately.

[Refer to criteria #4 in the K-8 Publishers' Criteria for Mathematics]

• Practice-Content Connections: Materials meaningfully connect content standards and practice standards.

[Refer to criteria #7 in the K-8 Publishers' Criteria for Mathematics]

SECTION 2: ADDITIONAL ALIGNMENT CRITERIA AND INDICATORS OF QUALITY

2A. ALIGNMENT TO STANDARDS FOR MATHEMATICAL CONTENT

1. Supporting content does not detract from focus, but rather enhances focus and coherence simultaneously by engaging students in the major work of the grade.

[Refer to criteria #3 in the K-8 Publishers' Criteria for Mathematics]

2. Materials are consistent with the progressions in the Standards, by:

   2.i. Basing content progressions on the grade-by-grade progressions in the Standards.

   2.ii. Giving all students extensive work with grade-level problems.

   2.iii. Relating grade level concepts explicitly to prior knowledge from earlier grades.
3. Materials foster coherence through connections at a single grade, where appropriate and where required by the Standards, by:

3.i. Including learning objectives that are visibly shaped by CCSSM cluster headings, with meaningful consequences for the associated problems and activities.

3.ii. Materials include problems and activities that serve to connect two or more clusters in a domain, or two or more domains in a grade, in cases where these connections are natural and important.

2B. ALIGNMENT TO STANDARDS FOR MATHEMATICAL PRACTICE

1. Focus and Coherence via Practice Standards: Materials promote focus and coherence by connecting practice standards with content that is emphasized in the Standards.

3. Emphasis on Mathematical Reasoning: Materials support the Standards' emphasis on mathematical reasoning by:

3.i. Prompting students to construct viable arguments and critique the arguments of other concerning key grade-level mathematics that is detailed in the content standards (cf. MP.3)

3.ii. Engaging students in problem solving as a form of argument.

3.iii. Explicitly attending to the specialized language of mathematics.

2C. INDICATORS OF QUALITY

1. The underlying design of the materials distinguishes between problems and exercises.

2. Each problem or exercise has a purpose.

3. Design of exercises is not haphazard: exercises are given in intentional sequences.

4. There is variety in what students produce. For example, students are assigned to produce answers and solutions, but also arguments and explanations, diagrams, mathematical models, etc.

5. There is variety in the pacing and grain size of content coverage.

6. There are separate teacher materials that support and reward teacher study including, but not limited to, discussion on anticipating a variety of students responses, guidance on lesson flow, guidance on questions that prompt students thinking and discussion of desired mathematical behaviors being elicited among students.
7. Virtual manipulatives are accurate and corresponding representations of the mathematical objects they represent.

8. Virtual manipulatives are closely connected to written methods.

9. Materials are carefully reviewed by qualified individuals, whose names are listed.

10. The visual design isn't distracting or chaotic, but supports students in engaging thoughtfully with the subject.

11. Support for English Language Learners and other special populations is thoughtful and helps those students meet the same standards as all other students.

12. Content and devise work together as more than just an electronic textbook.

[Refer to pp.17-21 in the K-8 Publishers’ Criteria for Mathematics for all criteria in this section]

2D. 9TH THROUGH 12TH GRADE MATHEMATICS CONTENT

As content and courses for 9th through 12th grade mathematics are developed locally, statewide, and/or nationally, the Proposer will provide curriculum based on the 9-12 Publishers’ Criteria for Mathematics (currently under development for release in mid-2013) when available.
Appendix I – Optional Add-Ons

Additional Software (Part II, Section 13.1)

Detailed Description and Specifications:
Additional Content (PART II, Section 13.1)

Detailed Description and Specifications:
Cart option (PART II, Section 13.3)

| Cost proposed per-cart (one cart per 32 devices): | $ |

Detailed Description and Specifications:
Learning Management System Option (PART II, Section 13.4)

| Cost proposed per-seat: | $ |

Detailed Description and Specifications:
Disposal/Recycling Option (PART II, Section 13.5)

Proposed Pricing/Rebate Structure:

Detailed Description and Specifications:
Appendix J – Responsible Bidder Criteria

Please indicate whether your Proposal meets the requirements below (Yes/No) and cite the page number in the document where you describe the solution. Highlighted in blue are elements that require additional description in your submitted Proposal.

<table>
<thead>
<tr>
<th>Responsible Bidder Criteria</th>
<th>Responsible Bidder Evaluation Components (Based on Proposer response, publically available information, and additional information as stated)</th>
<th>Proposer has evidence (Yes/No)</th>
<th>Proposer Evidence (cite page number(s))</th>
</tr>
</thead>
<tbody>
<tr>
<td>R(1) has adequate financial resources to perform a contract.</td>
<td>Proposer’s firm and/or any firm identified as Partners has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>R(2) is able to comply with the associated legal or regulatory requirements</td>
<td>Proposer’s firm and/or any firm identified as Partners has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td></td>
<td>Proposer’s firm is currently not under investigation for any charge or claim for non-compliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td></td>
<td>Proposer’s firm and/or any firm identified as Partners has never been assessed any penalties for non-compliance with state public contract laws and/or regulations, including public bidding requirements, within the past five (5) years.</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td></td>
<td>Proposer’s firm and/or any firm identified as Partners has never been cited for violations of any safety regulations, including OSHA standards and requirements, within the past five (5) years.</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
| R(3) is able to deliver according to this Project’s contract schedule, supported by the Proposer’s draft implementation plan, as described in Section 12 | The Proposer must meet the following Project Management minimum requirements:  
• Proposer shall possess a minimum of two years’ experience developing or implementing K-12 learning solutions for mobile devices  
• Proposer shall have substantial experience and resources in a lead role in simultaneously rolling out a minimum of 10,000 fully configured devices to multiple sites  
• Proposer Project Manager shall have a minimum of one experience implementing a mobile device multiple site classroom solution in a K-12 environment  
The project plan must include all aspects of the project and its deliverables, including:  
• Deployment Subplan including Timetable meeting all specified deadlines and a detailed implementation plan for each individual school  
• Communications/ Status Reporting Plan  
• Coordination with central office and the schools  
• Project Staffing Subplan | Yes | No |
<p>| <strong>R(4) has a history of satisfactory performance</strong> (Additional Criteria: References) | Proposer’s firm and/or any firm identified as Partners has never been disqualified, debarred, forbidden, or found non-responsible, or otherwise prohibited, from providing products and/or services for and/or bidding on products and/or services for any school district or other public agency within the United States. |  |
| <strong>R(5) has good reputation regarding integrity</strong> (Additional Criteria: References) | Proposer does not have a reputation for practices including, but not limited to, unethical business practices, discrimination, and unfair labor practices. |  |
| <strong>R(6) has or can obtain and provide the necessary hardware, software, content, functionality, equipment, training, and facilities for this Project</strong> | The Proposer must meet the minimum requirements listed below. |  |
| <strong>Section 5.3.1 (Minimum Device Specifications)</strong> | |  |
| 10-inch multi-touch display (with an actual screen measurement of 9.7-inch diagonally) capable of operating with a stylus (per the Smarter Balanced Assessment Consortia (SBAC)). |  |
| 1280 x 800 or 1366 x 768 minimum resolution |  |
| Wireless – 802.11 b/g/n Wi-Fi (802.11n 2.4GHz and 5GHz) |  |
| Support for 20Mhz and 40Mhs Spectrum |  |</p>
<table>
<thead>
<tr>
<th>Feature</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Auto-detect/Auto-negotiate for optimum connection speed</td>
<td></td>
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<tr>
<td>Bluetooth – 4.0 wireless technology or greater</td>
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<td>20GB usable storage capacity for local files, instructional apps, documents, books, etc.</td>
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<td>1.2 MP front-facing camera</td>
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<tr>
<td>1 Ghz dual-core processor</td>
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<tr>
<td>Capable of capturing/recording images and video at 720p</td>
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<tr>
<td>Android 4.0, Windows 8.x (excluding RT), iOS 6.1</td>
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<tr>
<td>Rechargeable battery - eight hour battery capacity that will allow the device to be used throughout a standard school day without being recharged (additional detail under “Device Power”)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>The Proposer must specify the recharge time, electrical load, battery life, and other relevant electrical specifications of its solution. The Proposer must describe its strategy to ensure sufficient battery life, and how its solution takes into account common battery intensive tasks.</td>
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<td>Built-in speaker</td>
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<td>Built-in microphone</td>
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<tr>
<td>3.5-mm stereo headphone mini-jack and earphones</td>
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<td>AC power adapter and appropriate interface/power cable</td>
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<tr>
<td>Input/output interfaces for video, keyboard, computer, audio and capable of connecting to standard video output devices such as digital projectors, smart boards, computer monitors, and TVs (additional detail under “Ports and Print Service”)</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Requirement</td>
<td>Yes</td>
<td>No</td>
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<td>-----------------------------------------------------------------------------</td>
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<tr>
<td>Printing capability (additional detail under “Ports and Print Service”)</td>
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<tr>
<td>The Proposer must list supported printing protocols as well as list common</td>
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<td>unsupported printing protocols, recognizing that schools tend to leverage</td>
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<tr>
<td>technologies for longer timeframes than is commonly found in many other</td>
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<tr>
<td>industries.</td>
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<td>Video mirroring</td>
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<tr>
<td>Meets ADA/Section 508 accessibility standards (The published guidelines</td>
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<tr>
<td>may be found at <a href="http://section508.gov">http://section508.gov</a></td>
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<tr>
<td>The Proposer must describe to what extent its proposed solution satisfies</td>
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<tr>
<td>the accessibility requirement. This will include a description of whether</td>
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<td>and how the device provides the functionality and/or the capability to</td>
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<tr>
<td>interface with peripherals, software and assistive technologies for visual,</td>
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<tr>
<td>hearing, mobility, communication and cognitive impairments.</td>
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<td>Multi-language keyboard support</td>
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<tr>
<td>Built-in mouse/pointing capability that provides pointing functions and is</td>
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<tr>
<td>easy to use (e.g. track pad, touch pad, touch screen, etc.).</td>
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<tr>
<td>Physical keyboard of sufficient size and ease of use for students and</td>
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<td>teachers to be able to do their work effectively and efficiently without</td>
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<td>discomfort and capable of being housed in the carrying case, or by some</td>
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<td>other effective method of storage.</td>
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<tr>
<td>Wi-Fi enabled and meet the Institute of Electrical and Electronics</td>
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<tr>
<td>Engineers (IEEE) 802.11 set of standards for implementing WLAN</td>
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<tr>
<td>communications (additional detail under “Environment and Health”)</td>
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<tr>
<td>Device shall not exceed an Equivalent Isotropically Radiated Power (EIRP)</td>
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<tr>
<td>of 500 milliwatts (mW) (additional detail under “Environment and Health”)</td>
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<td>Proposer shall provide certified documentation which states compliance</td>
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<td>with the District’s EIRP power requirement. The Proposer shall include a</td>
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<td>summary data worksheet which includes the device model number, FCC</td>
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<tr>
<td>identification number, transmit power per port (dBm), number of antennas,</td>
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<tr>
<td>antenna gain (dBi) and calculated EIRP (mW). The Proposer shall</td>
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<tr>
<td>additionally provide all FCC certification reports including independent</td>
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<tr>
<td>laboratory test results specific to the proposed device which validate</td>
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<tr>
<td>compliance with the specified EIRP power rating set forth by the District.</td>
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<tr>
<td>Device shall be able to connect to the existing Wi-Fi network and be able</td>
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<td>to access the Internet, wirelessly (via Wi-Fi) within the school, home or</td>
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<tr>
<td>other area outside the school with wireless coverage (additional detail</td>
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<tr>
<td>under “Device Connectivity”)</td>
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<tr>
<td>The Proposer must describe the device’s native connectivity capacity, as</td>
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<td>well as connectivity options including those that may require additional</td>
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<td>attachments and whether these attachments are a part of the proposed</td>
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<td>solution.</td>
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<tr>
<td>Lightweight (additional detail under “Device Portability”)</td>
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<tr>
<td><strong>Section 5.3.2 (Minimum Functionality Specifications)</strong></td>
<td><strong>Explain how the proposed solution meets the following functional requirements:</strong></td>
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<td>---------------------------------------------------------</td>
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</table>
| Ability to connect to a master synching/charging station | Ability to configure multiple aspects of the device, such as security settings, wireless profiles, user accounts, device restrictions, etc. Describe mass configuration capabilities. (additional information under “Software Updating”)
<p>| Ability to reset device and OS to factory defaults (additional information under “Software Restore”) | Ability to operate as a digital/multimedia textbook reader |
| Ability to operate as a document reader supporting multiple formats including but not limited to PDF, Word, Power Point, Excel, RTF, JPG, PNG, and other popular file formats | Ability to save data locally |
| Ability to integrate with major cloud-service Proposers (additional detail under “Cloud Requirements”) | Ability for students/teachers to share screens for presentations, collaboration, and real-time assessments |</p>
<table>
<thead>
<tr>
<th>Feature</th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>Built in email client that supports Microsoft Exchange, Google Mail,</td>
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<td>Microsoft Live</td>
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<tr>
<td>Compatible with industry-standard learning management systems</td>
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<tr>
<td>(additional detail under “Distance and Online Learning”)</td>
<td></td>
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<tr>
<td>Compatible with industry-standard mobile device management solutions</td>
<td></td>
<td></td>
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<tr>
<td>(additional detail under “Compatibility with Mobile Device Management</td>
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<tr>
<td>(MDM) Systems”)</td>
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<tr>
<td>Ability to procure apps from a secure centralized location for</td>
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<tr>
<td>distribution to local school sites for access by student devices</td>
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<tr>
<td>(additional detail under “Applications (Apps) and Digital Content</td>
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<tr>
<td>Distribution”)</td>
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<tr>
<td>Quick boot time and wake time (additional detail under “Boot Time/Wake</td>
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<td></td>
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<tr>
<td>Time”)</td>
<td></td>
<td></td>
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<tr>
<td>Must be compatible with common student information systems utilized by</td>
<td></td>
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<tr>
<td>schools and school Districts</td>
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<tr>
<td>Most up-to-date operating system (e.g. Android 4.0 or higher, most</td>
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<tr>
<td>current Apple iOS, Mac OS, most current Microsoft OS (excluding</td>
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<tr>
<td>Windows 8 RT), or Linux) (additional information under “Operating</td>
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</tr>
<tr>
<td>System and Software”)</td>
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<tr>
<td>Section 5.3.3 (Minimum Application Specifications) The Proposer must</td>
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<tr>
<td>describe the applications included in its solution including how</td>
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<tr>
<td>it envisions those tools supporting the functional needs described in</td>
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<tr>
<td>this section</td>
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<tr>
<td>Writing (e.g., word processing, journaling, communications, editing</td>
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<tr>
<td>and revision, sharing, etc.)</td>
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<tr>
<td>Reading (e.g., annotating, excerpting, sharing, determining complexity</td>
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<td>etc.)</td>
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<tr>
<td>Data analysis and modeling (e.g., spreadsheet, graphing and charting,</td>
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<tr>
<td>GIS, predict and explain, etc.)</td>
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<tr>
<td>Computational thinking (e.g., analyzing and organizing data, data</td>
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<tr>
<td>modeling and simulations, programming, etc.)</td>
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<tr>
<td>Presentations and publishing (e.g., slide shows, web authoring,</td>
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<td>speaking/narrating text, providing feedback, etc.)</td>
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<tr>
<td>Multimedia creation (e.g., creation and manipulation of digital</td>
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<tr>
<td>images, audio, video,</td>
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<tr>
<td>Information management (e.g., database, concept mapping, etc.)</td>
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<tr>
<td>Research (e.g., Internet browsing with the ability to access and</td>
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<tr>
<td>utilize common multimedia and interactive content like streaming</td>
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<tr>
<td>audio/video, javascripting, java applets, HTML5, etc.).</td>
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</tbody>
</table>
| Section 6  
(Network Connectivity and Infrastructure) | Communication and collaboration (e.g. sharing data, asynchronous and synchronous text-based communications, video/audio chat, etc.) |
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>The device must be able to connect to network file servers using common networking protocols (e.g., smb, afp, nfs, ftp, etc.).</td>
<td><img src="https://www.example.com/yes.png" alt="Yes" /> <img src="https://www.example.com/no.png" alt="No" /></td>
</tr>
<tr>
<td>The solution will provide IEEE 802.11n, 5GHz Wi-Fi wireless access for the computing devices to the school’s existing network.</td>
<td><img src="https://www.example.com/yes.png" alt="Yes" /> <img src="https://www.example.com/no.png" alt="No" /></td>
</tr>
<tr>
<td>Device must be equipped to enable students and teachers to access the Internet from their homes or other locations via Wi-Fi access.</td>
<td><img src="https://www.example.com/yes.png" alt="Yes" /> <img src="https://www.example.com/no.png" alt="No" /></td>
</tr>
<tr>
<td>The Proposer’s solution must also be accessible from remote locations, using the personal computing device, via other ISPs - for example, for a student to access the Proposer’s solution through the family’s ISP account.</td>
<td><img src="https://www.example.com/yes.png" alt="Yes" /> <img src="https://www.example.com/no.png" alt="No" /></td>
</tr>
</tbody>
</table>
| Section 7  
(Performance and Quality)  
Each Proposer must address—at a minimum—the items to the right, as well as the requirements of Section 7, Performance and Quality, in fully describing its proposed support program to demonstrate that its approach will provide solid, effective support for the users of the solution. | ![Yes](https://www.example.com/yes.png) ![No](https://www.example.com/no.png) |
| The solution will provide device reliability and a service level that ensures no student is without a functioning device for more than one (1) school day. A failure rate of greater than twenty percent (20%) of any device’s hardware components of the same manufacturer, type and configuration during the warranty period shall require the Proposer to replace all of the devices of that manufacture, type and configuration, regardless of whether the device has failed or not, and will be required to cover all labor costs including configuration, delivery, and installation. | ![Yes](https://www.example.com/yes.png) ![No](https://www.example.com/no.png) |
| The solution must provide services to all students and teachers concurrently, with a response time of not more than 15 seconds, so as not to hinder or impede effective instruction and learning in the classroom. | ![Yes](https://www.example.com/yes.png) ![No](https://www.example.com/no.png) |
| If the solution requires servers, the Proposer must include necessary Uninterruptible Power Supply (UPS) capacity to those parts of the solution where a power loss could cause data loss or corruption, instability or other long-term negative effects on the solution. The solution shall be able to be fully enabled upon restoration of power without reconfiguration or significant intervention. This UPS must allow personnel or automated systems enough time (Proposer please provide estimate) to adequately shut down the server(s) to avoid data loss or corruption. | ![Yes](https://www.example.com/yes.png) ![No](https://www.example.com/no.png) |
| The Proposer must track and record operational Performance and Quality metrics necessary to ensure the successful management of the project. Proposers shall recommend metrics for consideration by the District. | ![Yes](https://www.example.com/yes.png) ![No](https://www.example.com/no.png) |
| Section 8.1 – 8.4 (Security)  
The solution must protect against eavesdropping and unauthorized access.  
The Proposer must describe how its proposed solution will provide such protections.  
Security must allow access to authorized users only. Security will be definable by an administrator both on an individual user basis and by class of | ![Yes](https://www.example.com/yes.png) ![No](https://www.example.com/no.png) |
Operating systems and the application software must have the ability to be restricted or locked down in an appropriate way.

The device must be capable of:
- locking after a period of inactivity ("timeout")
- requiring a passcode to unlock the device
- wiping data automatically after a maximum number of failed passcode attempts

The device must be able to:
- update “over the air” without physically attaching it to another computer/device
- support a "Find My Device" feature, either via software or hardware/firmware or via MDM (see below)
- be managed by a mobile device management (MDM) system
- support VPN (natively or via no-cost application)
- support industry standard cryptographic functionality to protect content stored on or transferred on/from device

The solution will include reasonable and sufficient anti-virus and malware protection in the device, in any servers and in any other necessary components.

**Section 8.5 (Security - Asset Management)**

Allow the District and schools to view details about all assets (e.g. the portable digital device) supplied by the Proposer’s solution including details such as value, site location, room or office, device assignment, device details and status (e.g. assigned to a user, out for repair, etc.).

Allow querying and reporting capabilities.

Include necessary security precautions to insure that only authorized personnel access the information contained within the system.

Allow for multiple levels of authorized users to allow for, at the minimum, site and District-level management. The Proposer must describe all of the data elements that will be included in the online asset management solution, and which data elements would be modifiable for each level of access to provide management functionality while maintaining data security, and which data elements would be dynamic and updated automatically.

The Proposer must describe all of the data elements that will be included in the online asset management solution, and which data elements would be modifiable for each level of access to provide management functionality while maintaining data security, and which data elements would be dynamic and updated automatically.
### Section 9.1 (Curriculum Minimum Requirements)

The content provided must range from Kindergarten to 12th grade curriculum in English Language Arts and Kindergarten to 8th grade curriculum in Mathematics aligned to the CCSS. Content alignment with the CCSS will be determined based on the Publishers’ Criteria ([http://www.corestandards.org/resources](http://www.corestandards.org/resources)). Appendix H summarizes the key criteria by which content will be evaluated.

The content will be piloted during Phase 1 of the Common Core Technology Project, during which time a subset of District teachers will complete an extensive review of the curriculum. If it is determined that the provided curriculum does not actually meet all of the minimum requirements, the Proposer shall work in partnership with the District to identify and provide alternate curriculum that meets all key criteria.

The content must be approved by the state of California by January 2015 – if not, the Proposer shall work in partnership with the District to identify and provide alternate curriculum that meets all key criteria.

As content and courses for 9th through 12th grade mathematics are developed locally, statewide, and/or nationally, the Proposer will supply curriculum based on the 9-12 Publishers’ Criteria for Mathematics (*currently under development for release in mid-2013*) when available.

Licensing for all included content must be provided for at least 5 years from the date of delivery of a specific unit, and shall be included in the per seat price.

The content must be delivered digitally and dynamically. The District is not considering substitution of hard-copy textbooks with digitized versions.

The content must make use of the technology including a powerful set of technology tools needed to engage and support students.

The system must provide meaningful feedback and assessments that are aligned to the SMARTER Balanced prototypes. Additional points will be awarded if assessments use computer adaptive technology (additional information in “Section 13: Options”).

The District will have the right to use any assessments within the curriculum system-wide at the District’s discretion.

Students must have access to a variety of instructional activities including simulations, games, and interactive tools for doing mathematics, reading, writing, listening and speaking, and language.

The curriculum must be designed to support struggling learners, English Learners, and students with IEPs.

Teachers and students should be provided data about time spent and mastery as well as other data that can be used for making instructional decisions and planning.

It is critical that the CCSS were used as a basis by which the content was originally designed and not retrofitted, repurposed, or “re-aligned” as an afterthought.
<table>
<thead>
<tr>
<th>Section 9.2 (Curriculum Updates)</th>
<th>Programs/Content must be compatible with at least the most current operating system on multiple platforms.</th>
</tr>
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<tbody>
<tr>
<td>Section 10 (Training)</td>
<td>Proposer will provide the District with updates, recent improvements, and new applications in regards to content as it evolves over time, for 5 years from the date of delivery of a specific unit at no additional cost.</td>
</tr>
</tbody>
</table>
| Training shall include but is not limited to: | • The functionality and technological capabilities of the device  
• Basic use of the device and included accessories  
• Proper care of the device  
• Interconnection of devices and peripherals  
• Basic use of the included content, software, and applications  
• The functionality and technological capabilities of included content, software, and applications  
• Concrete examples of how to use the device to support teaching and learning within their context, such as: using the device for annotation of documents; synchronizing files between the device and classroom network; and using the device to control what is displayed on the classroom projector, among others  
• Use of device in a network environment  
• Use of device in standalone mode  
• Specific training on trouble-shooting, maintenance, imaging, deploying, repair procedures, and inventory management  
• Preventative Maintenance (for technical team)  
• Fixes and updates for software, firmware, microcode; etc. (for technical team)  
• Troubleshooting Internet connectivity issues related to the Proposer’s solution (for technical team) |
| The following components shall be represented in the design of the technology professional development: | • Hands-on technology use including active participation  
• Variety of learning experiences  
• Curriculum-specific applications  
• Sufficient time for learning and follow-up  
• Technical assistance and support |
| Online resource support that includes reference materials that promote and support the use of the device as a teaching tool, is updated regularly and provides answers to common learner questions in a timely manner. This support shall include reference media in the form of tutorials and simulations that can be accessed asynchronously. | Yes  
No |
| The Proposer shall supply reports and documents in a time, manner, and format specified by the District that will enable adequate Professional Development evaluation by the District. | Yes  
No |
| The District will have distribution rights to all professional development materials produced, including content and curricula, and audio/video recordings of training sessions, supplied by the Provider | Yes  
No |
<table>
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<tr>
<th>Section 11 (Warranty and Support)</th>
<th>Defective equipment will be replaced or repaired by the Proposer at no cost and will ensure that the end-user is not without the same type and configuration of device for more than one (1) day.</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Proposer shall warrant against normal wear and tear and ensure the delivery of all services for 5 years from the date of delivery of a specific unit.</td>
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<tr>
<td></td>
<td>The Proposer shall assume the risk of loss or damage (e.g., fire, flood, theft, accident, etc.) of the equipment provided.</td>
</tr>
<tr>
<td></td>
<td>The portable computing device provided must incorporate security features to deter theft. These security features must be operative regardless of the physical environment in which the portable computing devices are found. Each device and protective case must be engraved or laser etched with the LAUSD logo and the words “Property of LAUSD.”</td>
</tr>
<tr>
<td></td>
<td>The Proposer will provide a detailed description of security features on the proposed devices to deter theft. The Proposer will address what can be done to make the device inoperable if the device is lost or stolen.</td>
</tr>
<tr>
<td></td>
<td>The Proposer shall provide a 24-hour repair or replace response. If the problem cannot be resolved, an equivalent replacement unit must be delivered and installed in the same location within 24 hours from the time of receipt of the original service call.</td>
</tr>
<tr>
<td></td>
<td>The Proposer will fully describe the process and plan that will be utilized whenever a break/fix event (both in-warranty and out-of-warranty) occurs within any aspect of the Proposer’s solution. This will cover the entire process of repairing or replacing a portable computing device.</td>
</tr>
<tr>
<td>R(7) is otherwise eligible and qualified to receive award if its bid is chosen</td>
<td>The Proposer must sufficiently show its ability to meet the insurance requirements and hold insurance as indicated in Appendix L (Insurance Requirements).</td>
</tr>
</tbody>
</table>
Appendix K – Small Business Enterprise Utilization Report

LOS ANGELES UNIFIED SCHOOL DISTRICT
SMALL BUSINESS ENTERPRISE PROGRAM
SBE UTILIZATION REPORT
RFP #1118

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

Firm Name ____________________________________________

SBE STATUS (check one)

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

☐ Our firm utilizes SBE subcontractors. List SBE firms utilized and the percentage:

__________________________________________________________________________________________________
__________________________________________________________________________________________________

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

☐ No SBE utilization

☐ Non-profit organization

☐ Educational institution

☐ Government agency

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

Representative_____________________________ Title_____________________________

Date___________________________ Telephone________________________
Appendix L – Insurance Requirements

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

a. Commercial General Liability (CGL)
   Includes both bodily injury and property damage, with limits as follows:
   - $1,000,000 per occurrence
   - $100,000 fire damage
   - $5,000 medical expenses
   - $1,000,000 personal and advertisement injury
   - $3,000,000 general aggregate*
   - $3,000,000 products/completed operation aggregate

b. Commercial (Business) Automobile Liability (CA or BA)
   Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than $1,000,000 per occurrence.

c. Workers’ Compensation (WC)
   Workers’ Compensation and Employers Liability Insurance in a form and amount covering Proposer’s full liability under the California Workers’ Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.
   - Part A – Statutory limits
   - Part B Employers Liability – $1,000,000/$1,000,000/$1,000,000

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

d. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing, and all deductibles and retentions above $100,000 require District approval.

e. Proposer, 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 Proposer and shall be deemed included in Proposer’s obligations under this contract at no additional charge.