



**Beverly Hills Unified School District**  
CREATING A WORLD CLASS EDUCATION  
255 South Lasky Drive Beverly Hills, CA 90212-3697

**Prepared By:  
Purchasing Services**

**BID # 14-15/007**  
**High Speed Internet Service Provider**

Bid Package Available 2/4/15

Non-Mandatory Job Walk Opportunity: 2/12/15 between 10 am and 2 pm PST

Last day for questions: 2/20/15

Bid due date: 3/4/15

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT**

High Speed Internet Service Provider  
**BID # 14-15/007**

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## **NOTICE TO CONTRACTORS CALLING FOR BIDS**

Beverly Hills Unified School District

**Bid Deadline:** 10:00 a.m. Wednesday 3/4/15

**Place of Bid Receipt:** 255 S. Lasky Dr. Beverly Hills, CA 90212 – Purchasing Department

**Project:** High Speed Internet Service Provider

**BID#** 14-15/007

NOTICE IS HEREBY GIVEN that the Beverly Hills Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated time, sealed proposals for the award of a contract for the above Project. Those Proposals timely received shall be opened and publicly read aloud.

This request for bids is to provide the District with a qualified high speed internet service provider.

The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and libraries Division (SLD). Vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number. (SPIN)

Each bid must confirm and be responsive to the contract documents, copies of which are on file and may be obtained via email from the Purchasing Office beginning February 4, 2015 from Anthony Talbert at [atalbert@bhusd.org](mailto:atalbert@bhusd.org) or download a copy from the District website [www.bhusd.org](http://www.bhusd.org).

Questions regarding the contents of this bid document should be submitted in writing, via e-mail, to Anthony Talbert at [atalbert@bhusd.org](mailto:atalbert@bhusd.org). All questions must be submitted by Friday, February 20, 2015, and will be answered, with both the question and answer provided on the District website ([www.bhusd.org](http://www.bhusd.org)) as a Q & A document. Q&A documents will also be sent via email to vendors who have requested copies of the bid document and/or have submitted questions.

Vendors have the option to schedule a job walk with Anthony Talbert at [atalbert@bhusd.org](mailto:atalbert@bhusd.org) or via phone at (310) 551-5100 x 2334. Job walks are not mandatory and would only be necessary if the vendor feels a need to see the facilities to more adequately provide accurate quotes. Job walks will be scheduled on 2/12/15 between 10 am and 2 pm PST. Vendor wishing to come in for a job walk should call prior to 2/12/15 for an appointment.

Each Bidder is required to furnish and maintain proof of Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Workers' Compensation Insurance.

The DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

No bidder may withdraw any bid for a period of Thirty (30) calendar days after the date set for the opening of bids.

Publication Dates: 2/6/15 & 2/13/15

## INFORMATION TO BIDDERS

### High Speed Internet Service Provider BID # 14-15/006

#### 1. **PREPARATION OF BID FORM**

Proposals under these specifications shall be submitted using the criteria furnished within the Scope of work at the time and place in the Notice Inviting Bids. All elements within the Scope of work should be detailed in the Proposal submitted including materials, equipment and costs, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside:

- a. The bidder's name, address
- b. The name of the project for which the bid is submitted.
- c. Title of the project

The District reserves the right to reject any bid if requested information is not furnished. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

#### 2. **SIGNATURE**

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons authorized to sign the bid on behalf of the bidder. All signatures are to be in ink.

#### 3. **MODIFICATIONS**

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered.

#### 4. **ERASURES**

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

#### 5. **TAXES**

All applicable City, State, and Federal Taxes and fees are to be included in the proposal. The District is not exempt from California State sales and use taxes. California taxes should be included in the bid response quotations.

#### 6. **WITHDRAWAL OF BIDS**

Any bidder may withdraw its bid prior to the time specified for the bid opening, by written request, in which event the proposal will be returned to the bidder unopened. No bid received after the time specifies or at any place other than that stated in the "Notice Requesting Bids" will be considered.

#### 7. **INTERPRETATION OF BIDS**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from the specifications, he may submit via email to Anthony Talbert at [atalbert@bhusd.org](mailto:atalbert@bhusd.org) a written request for an interpretation or correction thereof. The person

submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents **will be made only by addendum** duly issued and a copy of such addendum will be posted on the District website bhusd.org. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

8. **BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for.

9. **AWARD OF CONTRACT**

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be by action of the governing board and to the responsible and responsive therefore from among those bidders responding to the call for bids. In the event an award is made to bidder, and such bidder fails or refuses to execute the contract and provide the required documents after notification of the award of the contract to bidder, the District may award the contract to the next responsible and responsive bidder or release all bidders.

10. **ALTERNATES**

If alternate bids are called for, the contract may be awarded at the election of the governing board to the responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

11. **EVIDENCE OF RESPONSIBILITY**

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience, and its organization and plant facilities available for the performance of the contract.

12. **CONTRACT PROCEDURE**

- a. The District will give the successful bidder "Notice of Intent to Award Contract".
  - b. Following such notice, the successful bidder shall return executed copies of the insurance certificates and W-9, and commence work, when directed by the District.
- No contract awarded under this proposal shall be assigned without the approval of the Board of Education

13. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS**

The bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplies by the Bidder.

14. **DELIVERY**

All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the

District in the making of such contract or any additional cost of supplying an item by reason of failure of the Bidder, as described in this paragraph, shall be paid by the Bidder.

15. **INSPECTION OF ITEMS FURNISHED**

All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.

16. **GOVERNING LAW AND VENUE**

In the event of litigation, the bid documents related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

17. **EQUAL OPPORTUNITY EMPLOYMENT**

Bidder, in submitting his/her proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965

18. **NONCOLLUSION AFFIDAVIT**

Bidders on all public works contracts are required to submit an Affidavit of Non-collusion with their bid. This form is included with the bid package and must be signed under the penalty of perjury and dated.

19. **CONTACT WITH BOARD OF EDUCATION**

No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.

20. **HOLD HARMLESS AGREEMENT**

The contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damage for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District or for defects in design furnished by such persons.
- b. Any injury to or death or persons or damage to property sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, or for defects design furnished by such persons.
- c. The Contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers,

agents or employees on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

21. **INSURANCE**

The Contractor shall maintain insurance adequate to protect him from claims under Worker's Compensation Acts, and from claims from damages for personal injury, including death, and damage to property, which may arise from operations under the contract. The Contractor shall be required to file with the District certificates of such insurance. Failure to furnish such evidence, if required, may be considered default by the Contractor.

22. **CONFLICT OF INTEREST CERTIFICATION**

The form of such declaration is included as part of the contract documents. Each Proposer shall sign the declaration and submit it with his/her sealed bid.

23. **FORCE MAJEURE**

Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, acts of God or public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, earthquakes, and unusually severe weather.

24. **LICENSE**

In those instances where required, the Contractor represents and warrants that the contractor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and will keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the contractor is performing the services to the agreement.

END OF SECTION

## **PURPOSE**

The purpose of this Request for Bid is to provide the Beverly Hills Unified School District with a qualified High Speed Internet Service Provider as per the specifications of the District in a cost-effective manner. The quantities shown are estimates only, the District shall not be obligated to purchase any particular quantity of services detailed herein.

## **BACKGROUND**

The Beverly Hills Unified School Districts network topology consists of 5 remote sites connected to the District Office via a fiber backbone in a hub and spoke fashion, the hub site is the District Office located at 255 S. Lasky Drive, Beverly Hills CA 90212. All schools receive internet access from the aggregation point of the network, the District Office Data Center.

The Current District Bandwidth to the internet is a burstable 100 Mb per second provided by the City of Beverly Hills. The District is seeking a multi-year contract to augment the existing Internet connection with an additional line.

## **E-RATE PARTICIPATION**

The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and libraries Division (SLD). Vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number. (SPIN)

## **SCOPE OF WORK**

### MINIMUM VENDOR QUALIFICATIONS:

1. All vendors must be within an 80 mile geographic location of the District Office which is located on 255 S. Lasky Drive, Beverly Hills CA 90212.
2. All vendors must describe in technical detail the methodology by which you would provide the required services. Provide your standard installation time frames, response to problems, and restoration time periods for all services provided.
3. All vendors must provide 24 hour support.
4. All vendors must provide a brief overview of your Internet network capabilities, especially in regard to reliability, redundancy and fault tolerance. Provide a brief overview of your Internet service capabilities.
5. All vendors must provide a standard Service Level Agreement.

### REQUIREMENTS:

1. Provide a minimum of 30 Public static IP addresses.
2. Provide a Dedicated High Speed Fiber internet connection with Ethernet hand off. This connection should not be shared with any other customers.
3. The District will start with 100 Mbps connection that provides these speeds for both upload and download. This connection should be able to expand to up to 1 Gbps without incurring any additional installation cost.
4. Provide unlimited DNS additions, deletions and changes as requested by the District IT Department at no additional cost.

### ADDITIONAL INFORMATION:

1. Length of time business has provided this type of service.
2. Your E-Rate Service Provider Identification Number (SPIN) on your proposal.



3. Vendors must include at least three (3) reference sites using your service three (3) years or more. References from school districts or county offices of education in California are preferred. Include
- Job Location
  - Contact name and telephone number or email address
  - Date of Contract
  - Project Description
  - Equipment/Service Installed

The Request for Bids will be posted on the District website (<http://www.bhusd.org>). Any additions and corrections will be addressed in the form of addenda posted to the same location on the website.

END OF SECTION

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT**  
High Speed Internet Service Provider  
**BID # 14-15/007**

**BID FORM**

TO: Beverly Hills Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the request for bid, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with **BID #14-15/007** described above, all in strict conformance and other contract documents on file at the Purchasing Office of said District for amounts set forth herein.

2. ADDENDA

The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda)

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of thirty (30) days.

7. The required, notarized Non-Collusion Affidavit is attached hereto

8. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the Districts Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified by the District.

9. Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

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

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

Name \_\_\_\_\_  
Print

Address \_\_\_\_\_

City/State \_\_\_\_\_  
\_\_\_\_\_

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

Signature of Bidder

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

Street Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_

**QUOTATION PAGE - PRICING**

**3 Year Contract Options:** With Two (2) Voluntary One (1) Year Contract Extensions with upgrade options during the term of the contract for any of the following options:

**OPTION #1**

One Time Cost for 100 Mbps Fiber Circuit for 3 Year Term with Voluntary Contract Extensions Not to Exceed Two Additional Years:

Initial Set up and Installation Fee: \$\_\_\_\_\_

One Time hardware acquisition cost: \$\_\_\_\_\_

100 Mbps 3-Year Cost \$\_\_\_\_\_

Labor and Site Build out \$\_\_\_\_\_

Any Ineligible Cost not funded by ERATE \$\_\_\_\_\_

Total: \$\_\_\_\_\_

**OPTION #2**

One Time Cost for 200 Mbps Fiber Circuit for 3 Year Term with Voluntary Contract Extensions Not to Exceed Two Additional Years

Initial Set up and Installation Fee: \$\_\_\_\_\_

One Time hardware acquisition cost: \$\_\_\_\_\_

200 Mbps 3-Year Cost \$\_\_\_\_\_

Labor and Site Build out \$\_\_\_\_\_

Any Ineligible Cost not funded by ERATE \$\_\_\_\_\_

Total: \$\_\_\_\_\_

**OPTION #3**

One Time Cost for 500 Mbps Fiber Circuit for 3 Year Term with Voluntary Contract Extensions Not to Exceed Two Additional Years

Initial Set up and Installation Fee: \$\_\_\_\_\_

One Time hardware acquisition cost: \$\_\_\_\_\_

500 Mbps 3-Year Cost \$\_\_\_\_\_

Labor and Site Build out \$\_\_\_\_\_

Any Ineligible Cost not funded by ERATE \$\_\_\_\_\_

Total: \$\_\_\_\_\_

**OPTION #4**

One Time Cost for 1 Gbps Fiber Circuit for 3 Year Term with Voluntary Contract Extensions Not to Exceed Two Additional Years

Initial Set up and Installation Fee: \$ \_\_\_\_\_  
One Time hardware acquisition cost: \$ \_\_\_\_\_  
1 Gbps 3-Year Cost \$ \_\_\_\_\_  
Labor and Site Build out \$ \_\_\_\_\_  
Any Ineligible Cost not funded by ERATE \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_

**5 Year Contract Options with upgrade options during the term of the contract for any of the following Options:**

**OPTION #5**

One Time Cost for 100 Mbps Fiber Circuit with 5 Year Term  
Initial Set up and Installation Fee: \$ \_\_\_\_\_  
One Time hardware acquisition cost: \$ \_\_\_\_\_  
100 Mbps 5-Year Cost \$ \_\_\_\_\_  
Labor and Site Build out \$ \_\_\_\_\_  
Any Ineligible Cost not funded by ERATE \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_

**OPTION #6** One Time Cost for 200 Mbps Fiber Circuit with 5 Year Term

Initial Set up and Installation Fee: \$ \_\_\_\_\_  
One Time hardware acquisition cost: \$ \_\_\_\_\_  
200 Mbps 5-Year Cost \$ \_\_\_\_\_  
Labor and Site Build out \$ \_\_\_\_\_  
Any Ineligible Cost not funded by ERATE \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_

**OPTION #7** One Time Cost for 500 Mbps Fiber Circuit with 5 Year Term

Initial Set up and Installation Fee: \$ \_\_\_\_\_  
One Time hardware acquisition cost: \$ \_\_\_\_\_  
500 Mbps 5-Year Cost \$ \_\_\_\_\_  
Labor and Site Build out \$ \_\_\_\_\_  
Any Ineligible Cost not funded by ERATE \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_

**OPTION #8.** One Time Cost for 1 Gbps Fiber Circuit with 5 Year Term

Initial Set up and Installation Fee: \$ \_\_\_\_\_

One Time hardware acquisition cost: \$ \_\_\_\_\_

1 Gbps 5-Year Cost \$ \_\_\_\_\_

Labor and Site Build out \$ \_\_\_\_\_

Any Ineligible Cost not funded by ERATE \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

**Additional Cost**

Any additional cost to upgrade bandwidth between the 100 Mbps to 1 Gbps range:

\_\_\_\_\_

Miscellaneous Cost not specified: \_\_\_\_\_

and Cost: \_\_\_\_\_

Monthly Recurring Cost Option 1. \$ \_\_\_\_\_

Monthly Recurring Cost Option 2. \$ \_\_\_\_\_

Monthly Recurring Cost Option 3. \$ \_\_\_\_\_

Monthly Recurring Cost Option 4. \$ \_\_\_\_\_

Monthly Recurring Cost Option 5. \$ \_\_\_\_\_

Monthly Recurring Cost Option 6. \$ \_\_\_\_\_

Monthly Recurring Cost Option 7. \$ \_\_\_\_\_

Monthly Recurring Cost Option 8. \$ \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID**  
(Public Contract Code Section 7106)

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

\_\_\_\_\_, being first duly sworn, deposes

and says that he or she is \_\_\_\_\_

of \_\_\_\_\_

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(NOTARY SEAL)

\_\_\_\_\_  
Signature of Officer/Authorized Representative

\_\_\_\_\_  
Typed Name of Officer/Representative

\_\_\_\_\_  
Company Name

Subscribed and sworn to (or affirmed before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKER'S COMPENSATION**

Labor Code Section 3700.

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- “(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
  
- “(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By (signature)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



**BEVERLY HILLS UNIFIED SCHOOL DISTRICT  
CONFLICT OF INTEREST STATEMENT**

Conflicts of interest arise whenever the personal or professional interest of a consultant is potentially at odds with the best interests of an organization. A conflict of interest or appearance of a conflict can arise whenever a transaction of the Beverly Hills Unified School District conflicts with the personal or financial interests of one of its consultants, or that person's immediate family member or employer.

Conflict of interest is also defined as an actual or perceived interest by a consultant in an action that results in personal, business or professional gain. Consultants and public officials of the District are obligated to always act in the best interest of the District, seeking only the furtherance of the District's mission. Consultants for the District are prohibited from using their job title or position for private profit or benefit.

In doing business with the District, I agree to follow the District's Conflict of Interest Bylaw. By initialing each point below, I affirm:

To my knowledge, no member of my family, my partner, or any organization or person in which I have an affiliation is employed or being educated by the District or has any financial interest in the District.

I agree to disclose any possible conflict of interest immediately should the situation arise during the course of my service as a consultant for the District.

I have no conflict of interest to report.

I hereby disclose the following conflict(s) of interest:

---

---

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By my signature below, I certify that the information set forth above is true and complete to the best of my knowledge. I have received a copy of Beverly Hills Unified School District's Conflict of Interest Bylaw, have read and understand the Bylaw and I agree to comply with it. I agree to disclose any conflict that should arise, as well as to disclose any situation that evolves that could result in a conflict of interest.

---

Signature

---

Company Name

---

Printed Name

---

Date

**Beverly Hills USD Board Bylaw 9270**  
**Financial Conflict Of Interest**

**Preamble**

The members of the Board of Education desire to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. The decision-making affairs of the district by all personnel, consultants and members of the Board will be conducted in accordance with the highest standards of integrity. There can be no deviation from complete honesty in all financial, business and district transactions. Use of school district funds or internal business information for improper purposes is absolutely forbidden. In accordance with law, Board members and designated employees and consultants shall disclose any financial conflict of interest and, as necessary, shall abstain from participating in the decision involving the conflict. The members of the Board, designated employees and consultants will be accountable to the Conflict of Interest Code, Bylaws and policy related to disclosure of any personal or financial interest benefit and disqualification rules in accordance of law.

**Conflict of Interest Code under the Political Reform Act**

The district has adopted a Conflict of Interest Code (the "Code") pursuant to the requirements of the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"). The Code sets forth the required provisions for the disclosure of assets and income by the officials, employees and consultants designated in the Appendix to the Code, and lists and assigns the disclosure categories specifying the types of assets and income required to be disclosed by each of the designated officials, employees and consultants ("designated employees"), and the disqualification of designated employees from acting where a conflict of interest exists. The requirements of the Code are in addition to other requirements of the Political Reform Act and to other state and local laws pertaining to conflicts of interest and have the force and effect of law. Designated employees violating any provision of the Code are subject to the administrative, criminal and civil sanctions provided by the Act. Additionally, a decision in relation to which a violation of the disqualification provisions of the Code or Government Code 87100 has occurred may be set aside as void pursuant to Government Code 91003.

All officials, employees and consultants are directed to refer to the district's Conflict of Interest Code for these specific requirements. The Conflict of Interest Code is held in the office of the Administrative Assistant of the Superintendent of the district's filing officer/official, as the district's Filing Officer/Official.

At the direction by the code reviewing body, the district's conflict of interest code shall be reviewed in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body.

(Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, the Code shall be amended and submitted to the code reviewing body in accordance with Government Code 87306-Code Amendments.

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311-Administrative Procedure)

Board members and designated employees shall annually file a Statement of Economic Interest as specified in the district's Code. A Board member or a designated employee shall, within 30 days after leaving office/employment, file a Leaving Office Statement as specified in the district's Code.

The requirements of the Code are in addition to other requirements of the Act and to other state and local laws pertaining to the conflicts of interest and have the force and effect of law. Board members and designated employees violating any provision of the Code are subject to the administrative, civil and criminal sanctions provided by the Act. Additionally, court injunctive relief may set the official action aside as void pursuant to Government Code 91003 where a Board member or designated employee fails to comply with a disqualification provision of the district's Conflict of Interest Code.

**Disqualification Based on Economic Interests under the Political Reform Act**

If a Board member determines that he or she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The basic rule is that a Board member or designated employee may not make, participate in, or influence a governmental decision that will have a

reasonably foreseeable and material financial effect on the Board member or designated employee or their immediate family or any of their economic interests as described in Government Code 87103. This determination shall be disclosed and made part of the Board's official minutes. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

A Board member shall, upon identifying a financial conflict or potential financial conflict of interest and immediately prior to consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18702.5)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself or herself from discussing and voting on the matter, or otherwise acting in violation of financial conflicts of interest pursuant to Government Code 87100. The Board member with the conflict shall not be counted toward achieving a quorum while the item is before the Board.
3. The conflicted Board member must leave the room until the matter is concluded, unless it has been placed on the consent agenda for uncontested matters.
4. If the Board's decision is made during closed session, the Board member with the conflict of interest must disclose his or her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his or her recusal is because of a financial conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information or confidential information regarding the Board's decision.

**Financial Interests in Contracts (Education Code 35233 and Government Code 1090)**

Board members, employees, or district consultants shall not be financially interested in any contract made by them in their official capacity, or by any body or Board of which they are members. The prohibition may apply to employees who do not file statements of economic interest under the Political Reform Act. The prohibition may apply even though the dollars involved would not trigger a conflict under the Political Reform Act and even where the official will not receive any direct financial benefit from the transaction. Pursuant to Education Code 35233 members of Board of Education of School districts and to members of citizens' oversight committees appointed by those Board of Education are subject to the prohibitions of Government Code 1090.

A district officer, employee or elected official may not make a contract in his or her official capacity in which he or she is financially interested. Any participation or influence in the process by which the contract is developed, negotiated and/or executed is a violation of Government Code 1090.

If one of the district Board members has a financial interest even if the interested member does not participate and abstains from the decision and vote, the entire Board is precluded from entering the contract in question.

Transactions not involving written contracts, such as sales, payment authorizations, purchases or the making or receipt of a grant, can be contracts covered under Government Code 1090.

When a school employee is financially interested in a contract, the district will be prohibited from making the contract only if the employee is involved in the contract-making process. If the employee plays no role whatsoever in the contracting process, either because it is outside the scope of his/her employment, or because the employee had disqualified himself or her herself from participation, the district is not prohibited from contracting with the employee or the business entity in which the employee is interested. Any contract made in violation of Government Code 1090 is void and unenforceable and the Board member or employee is subject to: (1) criminal and/or civil penalties; and (2) potential disgorgement of any consideration received or any property acquired in the transaction.

"Remote Interests" in Contracts (Government Code 1091). Certain "remote" financial interests of Board members in contracts do not create a conflict of interest if the Board member follows required statutory procedures. Financial interests which are considered "remote interests" under these circumstances are specifically identified in Government Code 1091. (See Exhibit 1) There are 16 defined "remote interest" exceptions, as shown in Exhibit 1. Financial interests of employees cannot be considered "remote."

A Board member who has a remote interest in a contract being considered before the Board shall publicly disclose his or her interest to the Board during the Board meeting. The Board member's disclosure and disqualification shall be noted in the official Board minutes. The affected Board member shall not

influence, or participate in any way with any other Board member in negotiating or approving the contract. Participation in the making of a contract is defined broadly as any act involving preliminary discussions, negotiations, compromises, reasoning, planning, and drawing of plans and specifications, and solicitation for bids. Where a Board member has a publicly disclosed and duly noted remote interest in a contract, the Board may approve the contract by a vote of its membership excluding the vote of the interested Board member. (Government Code 1091)

**Financial "Non-interests" in Contracts (Government Code 1091.5).**

The Legislature has determined as a matter of policy certain financial interests of Board members and employees are exempt from the provisions of Government Code 1090. A non-interest exemption does not require abstention. There are 13 defined "non-interests" in Government Code 1091.5. (See Exhibit 2) A Board member or employee shall not be considered to be financially interested in a contract if his or her interest is any of the "non-interests" listed in Government Code 1091.5, as shown in Exhibit 2.

**Board Member Vote Affecting "Relative" (Education Code 35107)**

Even if there is not a prohibited financial conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his or her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his or her relative belongs. "Relative" means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree.

**Incompatible Offices and Activities**

A Board member shall not simultaneously hold two public offices that are incompatible. If a Board member is sworn into an incompatible office, then his or her position in the prior office is automatically terminated.

Pursuant to Education Code 35107, an employee of the district may not be sworn into office as an elected or appointed member of the Board unless he or she resigns as an employee. If the employee does not resign, the employment automatically terminates when he or she is sworn into office.

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district.

No officer or employee of the district shall engage in any employment activity, or enterprise for compensation that is inconsistent, incompatible, in conflict with, or inimical to his or her duties as an officer or employee of the district. No officer or employee shall perform any work, service, or counsel for compensation outside of the district where any part of his or her efforts will be subject to approval by any other officer, employee, Board or commission of this district, unless otherwise approved in the manner prescribed by this policy. (Government Code 1099, 1126)

**Gifts**

The Political Reform Act broadly defines "gift" to include any payment or other benefit received by a public official unless the official provided something of equal or greater value in return. (Government Code 82028(a))

Board members and other officials who manage public investments shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified by law.

Designated employees shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

**Honoraria**

Board members and designated employees shall not accept any honorarium from any source that would be reportable on his or her statement of economic interests. (Government Code 89501, 89502)

**Legal Reference:**

EDUCATION CODE

- 1006 Qualifications for holding office
- 35107 School district employees
- 35230-35240 Corrupt practices, especially:
- 35233 Prohibitions applicable to members of governing boards
- 41000-41003 Moneys received by school districts

FAMILY CODE

- 297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

- 1090-1099 Prohibitions applicable to specified officers
- 1125-1129 Incompatible activities
- 81000-91014 Political Reform Act of 1974, especially:
- 82011 Code reviewing body
- 87100-87103.6 General prohibitions
- 87200-87210 Disclosure
- 87300-87313 Conflict of interest code
- 87500 Statements of economic interests
- 89501-89503 Honoraria and gifts
- 91000-91014 Enforcement

PENAL CODE

- 85-88 Bribes

CODE OF REGULATIONS, TITLE 2

- 18110-18997 Regulations of the Fair Political Practices Commission, especially:
- 18702.5 Public identification of a conflict of interest for Section 87200 filers

COURT DECISIONS

- Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
- Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
- Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

- 92 Ops.Cal.Atty.Gen. 26 (2009)
- 92 Ops.Cal.Atty.Gen. 19 (2009)
- 89 Ops.Cal.Atty.Gen. 217 (2006)
- 86 Ops.Cal.Atty.Gen. 138(2003)
- 85 Ops.Cal.Atty.Gen. 60 (2002)
- 82 Ops.Cal.Atty.Gen. 83 (1999)
- 81 Ops.Cal.Atty.Gen. 327 (1998)
- 80 Ops.Cal.Atty.Gen. 320 (1997)
- 69 Ops.Cal.Atty.Gen. 255 (1986)
- 68 Ops.Cal.Atty.Gen. 171 (1985)
- 65 Ops.Cal.Atty.Gen. 606 (1982)
- 63 Ops.Cal.Atty.Gen. 868 (1980)

**Management Resources:**

CSBA PUBLICATIONS

- Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

- Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

- Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
- Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>  
Fair Political Practices Commission: <http://www.fppc.ca.gov>  
Institute of Local Government: <http://www.ca-ilg.org>

Bylaw

adopted: April 26, 2011

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

Beverly Hills, California

**Beverly Hills USD**

**Exhibit 9270**

**Financial Conflict Of Interest**

**"REMOTE INTERESTS" UNDER GOVERNMENT CODE 1091**

A "remote interest" is any of the following:

1. Officer or Employee of Nonprofit. That of an officer or employee of a nonprofit entity exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code (26 USC 501(c)(3)) or a nonprofit corporation, except as provided in paragraph (8) of subdivision (a) of Section 1091.5.
2. Officer or Agent of Contracting Party - Certain Private Contracts. That of an employee or agent of the contracting party, if the contracting party has 10 or more other employees and if the officer was an employee or agent of that contracting party for at least three years prior to the officer initially accepting his or her office and the officer owns less than 3 percent of the shares of stock of the contracting party; and the employee or agent is not an officer or director of the contracting party and did not directly participate in formulating the bid of the contracting party. For purposes of this paragraph, time of employment with the contracting party by the officer shall be counted in computing the three-year period specified in this paragraph even though the contracting party has been converted from one form of business organization to a different form of business organization within three years of the initial taking of office by the officer. Time of employment in that case shall be counted only if, after the transfer or change in organization, the real or ultimate ownership of the contracting party is the same or substantially similar to that which existed before the transfer or change in organization. For purposes of this paragraph, stockholders, bondholders, partners, or other persons holding an interest in the contracting party are regarded as having the "real or ultimate ownership" of the contracting party.
3. Officer or Agent of Contracting Party - Certain Public Contracts. That of an employee or agent of the contracting party, if all of the following conditions are met:
  - a. The agency of which the person is an officer is a local public agency located in a county with a population of less than 4,000,000.
  - b. The contract is competitively bid and is not for personal services.
  - c. The employee or agent is not in a primary management capacity with the contracting party, is not an officer or director of the contracting party, and holds no ownership interest in the contracting party.
  - d. The contracting party has 10 or more other employees.
  - e. The employee or agent did not directly participate in formulating the bid of the contracting party.
  - f. The contracting party is the lowest responsible bidder.
4. Earnings of Child. That of a parent in the earnings of his or her minor child for personal services.
5. Landlord or Tenant. That of a landlord or tenant of the contracting party.
6. Attorney, Stockbroker, Insurance or Real Estate Agent/Broker. That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm that renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of 10 percent or more in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.
7. Member of Nonprofit Engaged in Merchandising Agricultural Products or Supplying Water. That of a member of a nonprofit corporation formed under the Food and Agricultural Code or a nonprofit corporation formed under the Corporations Code for the sole purpose of engaging in the merchandising of agricultural products or the supplying of water.
8. Established Supplier of Goods or Services. That of a supplier of goods or services when those goods or services have been supplied to the contracting party by the officer for at least five years prior to

his or her election or appointment to office.

9. California Land Conservation Act. That of a person subject to the provisions of Section 1090 in any contract or agreement entered into pursuant to the provisions of the California Land Conservation Act of 1965.

10. Director or Owner of 10 Percent or More in Bank or Savings and Loan. Except as provided in subdivision (b) of Section 1091.5, that of a director of, or a person having an ownership interest of, 10 percent or more in a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower or depositor, debtor or creditor.

11. Employee of Engineer, Geologist or Architect Firms. That of an engineer, geologist, or architect employed by a consulting engineering or architectural firm. This paragraph applies only to an employee of a consulting firm who does not serve in a primary management capacity, and does not apply to an officer or director of a consulting firm.

12. Housing Assistance Payment Contract. That of an elected officer otherwise subject to Section 1090, in any housing assistance payment contract entered into pursuant to Section 8 of the United States Housing Act of 1937 (42 USC 1437f) as amended, provided that the housing assistance payment contract was in existence before Section 1090 became applicable to the officer and will be renewed or extended only as to the existing tenant, or, in a jurisdiction in which the rental vacancy rate is less than 5 percent, as to new tenants in a unit previously under a Section 8 contract. This section applies to any person who became a public official on or after November 1, 1986.

13. Government Entity Salary. That of a person receiving salary, per diem, or reimbursement for expenses from a government entity.

14. Ownership in for-profit Corporation. That of a person owning less than 3 percent of the shares of a contracting party that is a for-profit corporation, provided that the ownership of the shares derived from the person's employment with that corporation.

15. Settlement Agreement. That of a party to litigation involving the body or board of which the officer is a member in connection with an agreement in which all of the following apply:

- a. The agreement is entered into as part of a settlement of litigation in which the body or board is represented by legal counsel.
- b. After a review of the merits of the agreement and other relevant facts and circumstances, a court of competent jurisdiction finds that the agreement serves the public interest.
- c. The interested member has recused himself or herself from all participation, direct or indirect, in the making of the agreement on behalf of the body or board.

16. Officer or Employee of Investor-Owned Utility. That of a person who is an officer or employee of an investor-owned utility that is regulated by the Public Utilities Commission with respect to a contract between the investor-owned utility and a state, county, district, judicial district, or city body or board of which the person is a member, if the contract requires the investor-owned utility to pro-vide energy efficiency rebates or other type of program to encourage energy efficiency that benefits the public when all of the following apply:

- a. The contract is funded by utility consumers pursuant to regulations of the Public Utilities Commission.
- b. The contract provides no individual benefit to the person that is not also provided to the public, and the investor-owned utility receives no direct financial profit from the contract.
- c. The person has recused himself or herself from all participation in making the contract on behalf of the state, county, district, judicial district, or city body or board of which he or she is a member.
- d. The contract implements a program authorized by the Public Utilities Commission.

Exhibit

version: April 26, 2011

**Beverly Hills USD**

**Financial Conflict Of Interest**

**"NON-INTERESTS" GOVERNMENT CODE 1091.5**

A "non-interest" is any of the following:

1. Corporate Ownership and Income. The ownership of less than 3 percent of the shares of a

corporation for profit, provided that the total annual in-come to him or her from dividends, including the value of stock dividends, from the corporation does not exceed 5 per-cent of his or her total annual income, and any other payments made to him or her by the corporation do not exceed 5 percent of his or her total annual income.

2. Reimbursement of Expenses. That of an officer in being reimbursed for his or her actual and necessary expenses incurred in the performance of official duties.
3. Public Services. That of a recipient of public services generally provided by the public body or board of which he or she is a member, on the same terms and conditions as if he or she were not a member of the body or board.
4. Landlords and Tenants of Government. That of a landlord or tenant of the contracting party if the contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial, or other public district of this state or an adjoining state unless the subject matter of the contract is the property in which the officer or employee has the interest as landlord or tenant in which event his or her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Section 1091.
5. Public Housing Tenants. That of a tenant in a public housing authority created pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code in which he or she serves as a member of the board of commissioners of the authority or of a community development commission created pursuant to Part 1.7 (commencing with Section 34100) of Division 24 of the Health and Safety Code.
6. Spouses. That of a spouse of an officer or employee of a public agency in his or her spouse's employment or officeholding if his or her spouse's employment or officeholding has existed for at least one year prior to his or her election or appointment.
7. Unsalariated Members of Nonprofit Corporations. That of a nonsalariated member of a nonprofit corporation, provided that this interest is disclosed to the body or board at the time of the first consideration of the contract, and provided further that this interest is noted in its official records.
8. Non-compensated Officers of Tax-Exempt Corporations. That of a noncompensated officer of a nonprofit, tax-exempt corporation, which, as one of its primary purposes, supports the functions of the body or board or to which the body or board has a legal obligation to give particular consideration, and provided further that this interest is noted in its official records. For purposes of this paragraph, an officer is "noncompensated" even though he or she receives reimbursement from the nonprofit, tax-exempt corporation for necessary travel and other actual expenses incurred in performing the duties of his or her office.
9. Contracts Between Government Agencies. That of a person receiving salary, per diem, or reimbursement for expenses from a government entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that the interest is disclosed to the body or board at the time of consideration of the contract, and provided further that the interest is noted in its official record.
10. Attorney, Stockbroker, Insurance or Real Estate Broker/Agent. That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.
11. Officers, Employees and Owners of Less Than 10 Percent of a Bank or Savings and Loan. That of an officer or employee of, or a person having less than a 10-percent ownership interest in, a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower, depositor, debtor, or creditor. However, an officer or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his or her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor.
12. Nonprofit Organization Supporting Public Resources. That of (A) a bona fide nonprofit, tax-



exempt corporation having among its primary purposes the conservation, preservation, or restoration of park and natural lands or historical resources for public benefit, which corporation enters into an agreement with a public agency to provide services related to park and natural lands or historical resources and which services are found by the public agency, prior to entering into the agreement or as part of the agreement, to be necessary to the public interest to plan for, acquire, protect, conserve, improve, or restore park and natural lands or historical resources for public purposes and (B) any officer, director, or employee acting pursuant to the agreement on behalf of the nonprofit corporation. For purposes of this paragraph, "agreement" includes contracts and grants, and "park," "natural lands," and "historical resources" shall have the meanings set forth in subdivisions (d), (g), and (i) of Section 5902 of the Public Resources Code. Services to be provided to the public agency may include those studies and related services, acquisitions of property and property interests, and any activities related to those studies and acquisitions necessary for the conservation, preservation, improvement, or restoration of park and natural lands or historical resources.

13. California Housing Finance Agency Product or Program. That of an officer, employee, or member of the Board of Directors of the California Housing Finance Agency with respect to a loan product or programs if the officer, employee, or member participated in the planning, discussions, development, or approval of the loan product or program and both of the following two conditions exist:

- a. The loan product or program is or may be originated by any lender approved by the agency.
- b. The loan product or program is generally available to qualifying borrowers on terms and conditions that are substantially the same for all qualifying borrowers at the time the loan is made.

Exhibit  
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BEVERLY HILLS UNIFIED SCHOOL DISTRICT  
Beverly Hills, California