

REQUEST FOR PROPOSALS

RFP # 2013-14-REC-(Revised)

District-Wide Recycling Program Coordination Services

The Culver City Unified School District ("District") requests proposals for a district-wide recycling program coordination service according to the terms and conditions as set forth below.

Respondents to this Request for Proposals ("RFP") should mail or deliver one (1) original copy, in a three (3) ring loose-leaf binder or report cover, and one (1) electronic copy of their proposal to:

**Mike Reynolds
Assistant Superintendent, Business Services
CCUSD Administrative Offices
4034 Irving Place
Culver City, CA 90232**

RESPONSE DEADLINE FOR PROPOSALS: 2:00 P.M. on July 31, 2014

Fax or email responses will not be accepted.

If you have any questions regarding this RFP, please contact Mike Reynolds before the Response Deadline at (310) 842-4220 Ext. 4226 or MikeReynolds@ccusd.org.

1. PROJECT GOAL

The District's ultimate goal is to coordinate the District's efforts at maximizing beverage container recycling in all facilities within the District's boundaries through a comprehensive utilization of the opportunities provided through the California Department of Resources Recycling and Recovery ("CalRecycle") grant ("Grant") awarded to District.

2. PURPOSE (Overview and Objective)

2.1 The District is a public school district located in Culver City, California. Currently, the District operates a total of 11 schools, which includes: one preschool with before/after school care for elementary students, five elementary schools, one middle school, one high school, one continuation high school, one independent K-12 school, Office of Child Development Offices and Classrooms, and one adult school.

2.2 It is the District's intention to award a respondent to perform recycling coordination duties as outlined by the terms of the District's Grant. The District intends to select a qualified provider for the development and implementation of a district-wide recycling program coordination service. The awarded respondent shall identify all recycling service components (including, administration and financial and data reporting) during the two-year life cycle of the Grant to ensure that the District meets all of Grant's requirements. The proposed cost of the coordination services will be limited to the amount of the District's Grant component specifically allocated and reserved for recycling services coordination by the Assistant Superintendent, Business Services in conjunction with the CALRecycle Administrators.

2.3 The District reserves the right to reject any or all bidders.

3. SCOPE OF SERVICES

3.1 Summary of Scope of Services. Upon award, the selected respondent will be required to perform ongoing site walks at District facilities to evaluate facility recycling procedures as part of a recycling coordination plan for the District. Specifically, the awarded respondent will evaluate and provide comprehensive planning, train staff, oversee the distribution and maintenance of appropriate containers at all school sites, and make suggestions to the Assistant Superintendent, Business Services for improving the current recycling program operated by the District, including, but not limited to:

- (a) Coordination of all recycling activities with the Assistant Superintendent, Business Services.
- (b) Designing and assisting district staff in the ongoing implementation of recycling collection systems at all sites.
- (c) Performing the CALRecycle-required quarterly dumpster recycling volume inventories for each recycling component (glass, plastic, aluminum, etc.).
- (d) Reporting the quarterly dumpster recycling inventories to CALRecycling as well as to the Assistant Superintendent, Business Services.
- (e) Preparing the CALRecycle Annual Reports as required by the Grant.
- (f) Assistance in implementation of the new recycling system at District sites.
- (g) Guiding the recycling educational campaign and incorporating relevant student groups.
- (h) Liaison with Culver City Public Works to assess each school, establish baseline data, and create an efficient interface with city vehicles.
- (i) Tracking and reporting the success of the recycling program.

3.2 Contractor Qualifications. Respondents must meet the following minimum requirements to participate in the District's RFP process:

- (a) Recent experience in the administration of a CalRecycle Grant program, or if no such relevant experience, then provide any experience in the administration of similar, comprehensive recycling program coordination services for multiple sites.
- (b) Knowledge of the requirements of the CalRecycle Grant program.
- (c) Demonstrated ability to inventory recyclables in dumpster at District sites and prepare and submit CalRecycle Grant documents as needed for the administration of the Grant for the two year duration of the Grant.

- (d) Ability to work successfully with District and school site personnel in providing assistance to District staff in recycling coordination services.
- (e) Local presence within the District's boundaries, or at least demonstration of some knowledge of the District's school sites and neighborhoods.
- (f) Assistance in implementation of the new recycling system at District sites.
- (g) Guiding the recycling educational campaign and incorporating relevant student groups.
- (h) Liaison with Culver City Public Works to assess each school, establish baseline data, and create an efficient interface with city vehicles.
- (i) Tracking and reporting the success of the recycling program.

4. INDEPENDENT CONSULTANT AGREEMENT

Incorporated and attached to this RFP is a form of Independent Consultant Agreement for Professional Services which the District anticipates executing with the successful respondent selected through this RFP process. Please review this agreement.

5. PROPOSAL SUBMISSION REQUIREMENTS

5.1 Format Requirements

- (a) **Ink or Typewritten.** All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.
- (b) **Signature Verification.** To be considered for award, each proposal must be signed by a legally authorized representative of your company.
- (c) **Examination of Contract Documents.** It is the responsibility of your firm to thoroughly examine and be familiar with the contract documents accompanying this RFP. The failure or neglect of the company to receive or examine any of the contract documents shall in no way relieve them from any obligations with respect to the RFP. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.
- (d) **Proposal Documents.** Failure to completely execute and submit the required documents before the bid submittal deadline will render a proposal non-responsive.
- (e) **Formation of Contract.** A signed proposal from the company or other eligible public agency shall constitute a binding contract. Respondents must agree to the terms and conditions of the attached contract in order for their response to be considered by the District.

(f) **Informed Respondent.** It will be your responsibility to be fully informed as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at your firm's own risk and relief cannot be secured on the plea of error.

5.2 Content Requirements

One (1) original and (1) electronic copy of the proposal shall be submitted in the format as set forth herein. The original proposal shall be submitted in a three (3) ring loose-leaf binder or report cover. It is critical that all responses follow the same format to allow equal and fair evaluation of each response. Responses should be limited to thirty-five (35) pages (not including table of contents and cover letter) and include the following:

(a) **Table Of Contents.** The table of contents of the proposal should include a clear and complete identification of the materials submitted by tab section and page number.

(b) **Cover Letter.** A signed letter of interest (no more than two (2) pages), stating the respondent's interest and qualifications in providing the recycle coordination services as outlined in this RFP. Please describe how your firm meets the minimum requirements as described in section 0 of the RFP.

(c) **Section Tabs.** Proposals should be divided by tab sections according to items in the index. This will assist the evaluating team in identifying items and information submitted with the proposal.

(i) **Tab 1: Background, Financial Capacity & Management Structure.** Provide general information on respondent, including: a brief history, key differentiating factors and areas of expertise, length of time performing services, and location of California offices. Provide a list of the personnel to be used on this project and describe their qualifications and experience with projects of a similar size and scope. Describe the management structure of the responding firm and include an organizational chart.

(ii) **Tab 2: Recycling Coordination Services References.** Provide detailed project history for the districts for which the respondent provided CalRecycle coordination services. If no such relevant experience, then provide detailed project history for districts or other clients for which respondent provided comprehensive recycling coordination services. Describe the scope of work of the services provided including, the start/completion date, services, and utilization of available funding.

(iii) **Tab 3: Project Approach.** Provide a description of the respondent's approach to identifying needed CalRecycle coordination services.

(iv) **Tab 4: Service Plan.** Describe the respondent's approach to CalRecycle Coordination services.

(v) **Tab 5: Additional Benefits.** Please describe any additional benefits that may result from the respondent's recycle coordination services.

(vi) **Tab 6: Contracts & Forms.** Attached to this RFP is a Certification By Bidder sheet. Provide a signed copy of the certification and submit with your response.

6. PROPOSAL EVALUATION CRITERIA

6.1 The District will evaluate qualifications based on the scoring criteria outlined in this section. Respondents who are not actively engaged in providing services of the nature proposed in their response to the RFP and/or who cannot clearly demonstrate to the satisfaction of the District their ability to satisfactorily perform the work in accordance with the RFP requirements will not be considered. Respondents who do not meet the minimum requirements will not be considered.

6.2 The District shall be the sole judge of the qualifications and services to be offered and its decision shall be final. Discussions may be conducted with respondents who submit qualifications determined to be reasonably acceptable of being selected.

6.3 Scoring Criteria:

- (a) **Background:** i.e., qualifications, experience, resources. (20 points)
- (b) **Project Team & Management Structure:** i.e., amount of work self-performed, strength of proposed team, and management structure. (25 points)
- (c) **Project History & References:** i.e., relevant past recycle coordination experience. (20 points)
- (d) **Project Approach:** i.e., approach to providing CalRecycle coordination services and documentation. (25 points)
- (e) **Contracts & Forms:** [Consultant's hourly rate. (100 points)]
- (f) **Response:** responsiveness and compliance with the requirements of the RFP. (5 points)
- (g) **TOTAL MAXIMUM POINT VALUATION: 195**

REQUEST FOR PROPOSALS

RFP # 2013-14-REC

District-Wide Recycling Program Coordination Services

Pursuant to and in compliance with your Notice of Request for Proposals and all other documents relating thereto, the undersigned respondent, having familiarized himself/herself with the terms and conditions of the proposal documents, hereby proposes and agrees to perform the work to be done and to provide all labor and materials necessary to perform the work.

Name of Respondent: _____

CERTIFICATION BY BIDDER:

I hereby certify that I am able to commit the firm to the proposal submitted.

Company Name

Street Name

City State Zip Code

Authorized Signature

Print Name Date

Title

If you are submitting a proposal as a corporation, please provide your corporate seal here:

Note: If FIRM is a corporation, the legal name of the corporation shall be set forth 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 contract on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(DISTRICT-WIDE RECYCLING PROGRAM COORDINATION)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the _____ day of _____, 2014 by and between the **Culver City Unified School District** ("District") and _____ ("Consultant") (together, may be referred to as "Parties").

NOW, THEREFORE, the Parties agree as follows:

7. Services. The Consultant shall provide services for development and implementation of a District-wide recycling program as further described in the attached Exhibit "A". The scope of services will generally consist of the following:

7.1 Upon award, the selected respondent will be required to perform ongoing site walks at District facilities to evaluate facility recycling procedures as part of a recycling coordination plan for the District. Specifically, the awarded respondent will evaluate and provide comprehensive planning, train staff, oversee the distribution and maintenance of appropriate containers at all school sites, and make suggestions to the Assistant Superintendent, Business Services for improving the current recycling program operated by the District, including, but not limited to:

- (a) Coordination of all recycling activities with the Assistant Superintendent, Business Services.
- (b) Designing and assisting district staff in the ongoing implementation of recycling collection systems at all sites.
- (c) Performing the CALRecycle-required quarterly dumpster recycling volume inventories for each recycling component (glass, plastic, aluminum, etc.).
- (d) Reporting the quarterly dumpster recycling inventories to CALRecycle as well as the Assistant Superintendent, Business Services.
- (e) Preparing the CALRecycle Annual Reports.
- (f) Assistance in implementation of the new recycling system at District sites.

(g) Guiding the recycling educational campaign and incorporating relevant student groups.

(h) Liaison with Culver City Public Works to assess each school, establish baseline data, and create an efficient interface with city vehicles.

(i) Tracking and reporting the success of the recycling program.

The Services shall be performed on all the school sites located within the District's boundaries.

8. Term. Consultant shall commence providing Services on _____, 2014 and will diligently perform as required and complete performance by June 30, 2016 unless this Agreement is terminated and/or otherwise canceled prior to that time.

9. Submittal of Documents. The Consultant shall not commence the Services until the Consultant has submitted, and the District has approved, the certificate(s), and affidavit(s), and the endorsement(s) of insurance required, as indicated below:

Signed Agreement

Workers' Compensation Certification

Fingerprinting/Criminal Background Investigation Certification

Insurance Certificates and Endorsements

W-9 Form

Other: _____

10. Compensation. District shall pay Consultant according to the following terms and conditions:

10.1 District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed the amount of the District's Grant component specifically allocated and reserved for recycling services coordination by the Assistant Superintendent, Business Services in conjunction with the CALRecycle Administrators. Consultant's time will not be managed by the District, but District will have oversight over the scope of services to ensure that they are being performed to the satisfaction of the District and that the Consultant's work is not, and will not be, interfering with District's educational programs.

10.2 Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

10.3 Compensation for any approved additional services shall be billed by submitting an itemized invoice which shall reflect the hours spent by the Consultant in performing its additional services pursuant to this Agreement. The additional services shall be performed at the hourly billing rates included in the attached Exhibit "B".

10.4 If Consultant works at more than one site, Consultant shall not be required to invoice for each site separately; however, the services provided at each site shall be documented separately.

11. Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

12. Independent Contractor. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

13. Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

13.1 Materials which are pre-approved and purchased by the district at the request of the Consultant for use in the District's Recycling program.

14. Performance of Services.

14.1 Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

(a) Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

14.2 Meetings. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

14.3 District Approval. The Services completed must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

14.4 New Project Approval. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

15. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

16. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

17. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

18. Termination.

18.1 For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

18.2 For Convenience by Consultant. Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

18.3 For Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- (a) material violation of this Agreement by the Consultant; or
- (b) any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- (c) Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

19. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its governing board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, subcontractors, consultants, or agents. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

20. Insurance.

20.1 The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<p>Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments</p> <p>Each Occurrence</p> <p>General Aggregate</p>	<p>\$ 1,000,000</p> <p>\$ 2,000,000</p>
<p>Automobile Liability Insurance - Any Auto</p> <p>Each Occurrence</p> <p>General Aggregate</p>	<p>\$ 1,000,000</p> <p>\$ 2,000,000</p>
<p>Workers Compensation (unless self-employed, in which case a "Hold Harmless Affidavit" must be provided to the District)</p>	<p>Statutory Limits</p>

(a) **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

(b) **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the workers' compensation and insurance statutes, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

(c) **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession.

20.2 Proof of Carriage of Insurance. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

(a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancelation or reduction. Date of cancelation or reduction shall not be less than thirty (30) days after date of mailing notice."

(b) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancelation and reduction notice will be sent, and length of notice period.

(c) An endorsement stating that the District and its governing board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

(d) All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

20.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best Company's rating of no less than A: VII, unless otherwise acceptable to the District.

21. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

22. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

23. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

24. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than

vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

25. Anti-Discrimination. It is the policy of the District that in connection with all Services performed under Contracts there be no discrimination against any employee engaged in the Services because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900, Labor Code section 1735, and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

26. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

27. Disabled Veteran Business Enterprises. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

28. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

29. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

29.1 Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

29.2 Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

30. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

31. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

32. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Culver City Unified School District	Contractor
4034 Irving Place	_____
Culver City, CA 90232	_____
FAX: (310) 842-4322	FAX: _____
ATTN: Mike Reynolds, Assistant Superintendent, Business Services	ATTN: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

33. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

34. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

35. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

36. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

37. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be

inserted herein and this Agreement shall be read and enforced as though it were included therein.

38. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

39. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

40. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

41. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

42. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

43. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

44. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Dated: _____, 2014

Dated: _____, 2014

Culver City Unified School District

Contractor

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information

requested in this section.

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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 Services of this Agreement.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 (Securing Workers' Compensation) - commencing at Section 1860 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three (3) boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

- Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*
- Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

The selected respondent will be required to perform ongoing site walks at District facilities to evaluate facility recycling procedures as part of a recycling coordination plan for the District. Specifically, the awarded respondent will evaluate and provide comprehensive planning, train staff, oversee the distribution and maintenance of appropriate containers at all school sites, and make suggestions to the Assistant Superintendent, Business Services for improving the current recycling program operated by the District, including, but not limited to:

- (a) Coordination of all recycling activities with the Assistant Superintendent, Business Services.
- (b) Designing and assisting district staff in the ongoing implementation of recycling collection systems at all sites.
- (c) Performing the CALRecycle-required quarterly dumpster recycling volume inventories for each recycling component (glass, plastic, aluminum, etc.).
- (d) Reporting the quarterly dumpster recycling inventories to CALRecycle as well as the Assistant Superintendent, Business Services.
- (e) Preparing the CALRecycle Annual Reports as required by the Grant. Assistance in implementation of the new recycling system at District sites.
- (f) Assistance in implementation of new recycling system at District sites.
- (g) Guiding the recycling educational campaign and incorporating relevant student groups.
- (h) Liaison with Culver City Public Works to assess each school, establish baseline data, and create an efficient interface with city vehicles.
- (i) Tracking and reporting the success of the recycling program.

The Services shall be performed on all the school sites located within the District's boundaries.

EXHIBIT "B"

HOURLY BILLING RATE

The Consultant agrees to accept the hourly billing rate of: \$_____ for all time spent in the performance of the Consultant's duties.