

California Science Center

700 Exposition Park, Los Angeles, CA 90037
www.californiasciencecenter.org

INVITATION FOR BID

Notice to Prospective Bidders

IFB# CSC 18-260

April 15, 2019

The California Science Center is soliciting bids to procure services for the removal and disposal of artificial turf currently located in the Dr. Theodore T. Alexander, Jr. Science Center School.

You are invited to review and respond to this Invitation for Bid (IFB), entitled **IFB Number CSC 18-260 Artificial Turf Removal and Installation Services**.

In submitting your bid, you must comply with all instructions herein. Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

If you do not have Internet access, have any questions or require clarification for the information contained herein, please contact Katrina Opendo at (213) 744-7454 or kopendo@cscmail.org.

BID SUBMISSION DEADLINE: Monday, May 6, 2019 at 1:30 pm

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Katrina Opendo
Contract Administrator
(213) 744-7454, kopendo@cscmail.org

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I. GENERAL INFORMATION

A. PURPOSE

The purpose of this Invitation for Bid (IFB) is to elicit bids from qualified bidders to provide the California Science Center with services for the removal and disposal of approximately 8,600 square feet of artificial turf currently located in the Dr. Theodore T. Alexander, Jr. Science Center School.

B. AVAILABILITY

The selected contractor must be able to meet the requirements of this IFB and be ready to begin work within ten (10) business days of the contract award date specified in Section III.A, Key Action Dates, unless otherwise coordinated by the CSC Contract Manager. If personnel offered by the selected contractor leave the contractor's firm or are otherwise unable to participate in this contract, they must be replaced with comparably qualified personnel who meet the minimum qualifications as stated within this IFB. All replacement personnel are subject to approval by the State.

C. PERIOD OF PERFORMANCE

Duration of work not to exceed two (2) weeks from June 29, 2019 through July 11, 2019, including weekends and holidays.

The Contractor shall not be authorized to deliver or commence performance of services as described in this Statement of Work (SOW) until written approval has been obtained from all entities. No delivery or performance of service may commence prior to the execution of the Agreement.

II. BIDDER MINIMUM QUALIFICATIONS AND ADMONISHMENT

- A. Contractor Licensing - No bid will be entertained from a person, firm, or corporation who is not licensed in accordance with the provisions of the State Business and Professions Code §7028.15. Licenses and permits required shall be provided by the contractor and comply with any and all Federal, State and City laws or rules affecting the work and shall maintain all required protection for property, employees, and the public and insurance in connection with same, for all of which he/she shall bear the necessary expense. Bidder shall obtain, pay and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid.
- B. The bidder must have and continuously maintained a C-27 Landscaping Contractor license for a minimum of five (5) years. Bidder must provide a copy of the current license and any other supporting documentation necessary to support this requirement.
- C. The Bidder must submit a minimum of two (2) references to validate experience providing similar services to those described within Exhibit A, Scope of Work contained herein with a minimum of three (3) years of experience providing services for projects with similar scope, schedule and resources to this project.

Bidder shall complete the Bidder References to satisfy this requirement. Clients listed on this attachment may be contacted by the California Science Center for information verification.

- D. Bidder must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- E. The Bidder must provide a Certificate of Insurance providing proof of insurance to the Science Center with their bidding package. Bidder should review the Insurance Requirements included in this bid and ensure they can meet these requirements before submitting their bid. Once the contract has been awarded, the State's Office of Risk and Insurance Management (ORIM) will review the winning bidder's insurance certificate and/or proof of self-insurance documentation before execution of the Agreement. The winning bidder will have ten (10) business days to correct and comply with all insurance requirements after the certificate of insurance is reviewed by ORIM. Refer to Additional Provisions, Exhibit E for the applicable specific insurance requirements and coverage limits.
- F. Additional Document Submittal - Additional documentation required as a condition of the contractual agreement can be found in Exhibit D, Special Terms and Conditions.
- G. This IFB contains the instructions governing the requirements for a bid, and the format for bid information to be submitted, and the material to be included therein, follows. This IFB also addresses the requirements that Bidder's must meet to be eligible for consideration.
- H. Employment of undocumented aliens
No State agency or department, as defined in PCC § 10335.7, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five (5) years, been convicted of violating a State or Federal law regarding the employment of undocumented aliens PCC § 6101.
- I. Antitrust claims
The contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC § 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under GC §§ 4550 – 4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under GC §§ 4550 – 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

J. Payment Bond

If the awarded Contract is in excess of \$25,000, the winning bidder (Contractor) must provide the California Science Center a Payment Bond equal to 100% of the total amount of the contract within ten (10) business days of the contract award. Payment Bond must be provided before the commencement of any work. Bonds must be issued by a California-admitted surety. (CCP § 995.311.) Bonding company must execute two (2) copies of the payment bond and complete STD 807 form. Form will be provided to winning bidder (Contractor) upon award.

NOTE: This project is deemed as Public Works and as such, prevailing wage must be applied to your cost sheet/bid.

FOR A BIDDER TO BE AFFORDED THE BENEFITS OF THE STEPS INCLUDED IN THIS IFB, THE BIDDER MUST TAKE THE RESPONSIBILITY TO:

- CAREFULLY READ THE ENTIRE IFB;
- FOR THE SAKE OF CLARIFICATION, ASK APPROPRIATE QUESTIONS IN A TIMELY MANNER;
- SUBMIT ALL APPROPRIATE DOCUMENTS, COMPLETE AND BY THE REQUIRED DATE AND TIME.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN THEIR FINAL BID, SINCE THEY MAY NOT HAVE THE OPTION TO CHANGE ANY INFORMATION AFTER THE TIME OF SUBMISSION.

III. BID REQUIREMENTS AND INFORMATION

A. KEY ACTION DATES

Listed below are the important dates and times by which actions must be taken or completed. If the State finds it necessary to change any of these dates, it will be accomplished via an addendum to this IFB.

<u>Event</u>	<u>Date</u>	<u>Time</u>
IFB available to Prospective Bidders	4/15/2019	1:00 p.m.
Mandatory Pre-bid Conference/Walkthrough	4/30/19	10:00 a.m.
Final Date to Submit Written Questions	4/30/19	5:00 p.m.
Written Responses to Questions Released by	5/1/19	4:00 p.m.
Final Date for Bid Submission	5/6/2019	1:30 p.m.
Opening of Sealed Cost Bid	5/6/2019	2:00 p.m.
Notice of Intent to Award	5/8/2019	4:00 p.m.
Proposed Award Date	5/16/2019	
Ready-for-Use, Contract Start Date	6/15/2019	

All dates after the Final Date for Bid Submission on 5/6/2019 at 1:30 p.m. are approximate and may be changed if needed to allow the State additional time for evaluation and contract execution.

B. MANDATORY PRE-BID CONFERENCE/WALKTHROUGH

1. A mandatory pre-bid conference/walkthrough is scheduled at 10:00 a.m., April 30, 2019 at the California Science Center, Ecosystems Building, 3rd floor for the purpose of discussing concerns regarding this IFB. Copies of the bid packages will be available for prospective bidders during the mandatory pre-bid conference/walkthrough.
2. In the event a potential prime contractor is unable to attend the mandatory pre-bid conference/walkthrough, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a mandatory pre-bid conference/walkthrough. No bid will be accepted unless the bidder or his/her authorized representative is in attendance.
3. Reasonable accommodation will be provided to contractors who need assistance due to a physical impairment upon request. The Contractor must call **Katrina Opendo** at (213) 744-7454 or email at kopendo@cscmail.org by the morning prior to

the scheduled date and time of the pre-bid conference to arrange for a reasonable accommodation.

C. WRITTEN QUESTIONS

All questions regarding the content of this IFB must be submitted in writing by mail or electronically to **Katrina Opendo** (kopendo@cscmail.org) and must be received by the Key Action Date identified above. Questions not submitted in writing by the Key Action Date for submission of written questions shall be answered at the State's option.

When the State has completed its review of the questions, all of the questions and answers will be distributed in writing by fax, mail or electronically mailed to all bidders.

D. SUBMISSION OF BID

1. All bids must be submitted under **sealed** cover and sent to the California Science Center by dates and times shown in Section III, Bid Requirements and Information, Item A. Key Action Dates. The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "SEALED COST BID - DO NOT OPEN", as shown in the following example:

IFB CSC 18-260
Artificial Turf Removal and Installation Services
California Science Center
State Administration
700 Exposition Park
Los Angeles, CA 90037
SEALED COST BID - DO NOT OPEN

2. Bids not submitted under sealed cover will be rejected.
3. The Contractor must submit a minimum of two (2) hard copies of the completed IFB including all required attachments identified in Attachment 1, Required Attachments Checklist, via USPS or hand-delivery to the following address:

California Science Center
State Administration
Attn: Katrina Opendo
700 Exposition Park Drive
Los Angeles, CA 90037

E. IFB RESPONSE CONTENT

1. The following documents must be submitted in the IFB package to be deemed responsive and are identified in Attachment 1, Required Attachments Checklist:
 - a. Attachment 1 – Required Attachments Check List
Bidder must complete this checklist to confirm the items in the bid package for submission. For your bid to be responsive, all required attachments must be returned.

- b. Attachment 2 – Bid/Bidder Certification Sheet
This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. An unsigned bid may be rejected.
- c. Attachment 3 – Cost Sheet
Bidder must complete the cost sheet accordingly for services described in the Statement of Work.
- d. Attachment 4 – Payee Data Record (STD 204)
The successful bidder will be required to submit a Payee Data Record, STD. Form 204 listing their Taxpayer Identification Number.
- e. Attachment 5 – Contractor’s Certification Clauses (page 1)
The signature of an individual who is authorized to legally bind the prospective Contractor to the clauses listed must provide an originally signed copy of the Contractor’s Certification Clauses with the bid package.
- f. Attachment 6 – Bidder References
The bidder must submit a minimum of two (2) references to validate experience providing services similar to those described within the scope of work with at least last three (3) years’ experience.
- g. Attachment 7 – Darfur Contracting Certification Sheet
All bidders must submit the Darfur Contracting Certification Sheet pursuant to Public Contract Code section 10478 to certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.
- h. Attachment 8 – Bidder Declaration Form
All bidders must complete the Bidder Declaration GSPD-05-105 and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.
- i. Attachment 9 – Certificate of Insurance
The bidder must include a current Certificate of Insurance that meets the requirements listed in Exhibit E, Additional Provisions.
- j. Attachment 10 – C-27 Landscaping Contractor License
Bidder must provide a copy of the current license issued by the Contractors State Licensing Board of the State of California.
- k. Attachment 11 – Non-Collusion Declaration Form
All Bidders must submit the Non-Collusion Declaration Form included in the bid package for public works.

- i. Attachment 12 – Small/Micro Business (SB/MB) and/or Disabled Veterans Business Enterprise (DVBE) Certification
Bidders claiming to be a certified Small/Micro Business (SB/MB) and/or Disabled Veterans Business Enterprise (DVBE) must submit their certificate issued by DGS Office of Small Business and Disabled Veterans Business Enterprise Services (OSDS).
- m. Attachment 13 – Disabled Veteran Business Enterprise Declaration (STD 843)
Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy online from the Department of General Services Procurement Division, Office of Small Business and DVBE Services (OSDS) website at www.pd.dgs.ca.gov/smbus. The completed form should be included with the bid response. DVBE Disabled Veteran Business Enterprise Declaration (STD 843) can be found on www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf
2. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
3. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
4. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
5. Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
6. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
7. A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.

8. The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who have been furnished an IFB for bidding purposes.
9. The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
10. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
11. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
12. The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
13. No oral understanding or agreement shall be binding on either party.

F. EVALUATION AND SELECTION

1. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
2. The required cost schedules will be checked for mathematical accuracy. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
3. The bidder with the lowest cost bid received for this IFB will be deemed the Apparent Bid Winner. The Apparent Bid Winner will then be evaluated on the total extended cost for the contracted term and checked for mathematical accuracy.
4. In the event of a tie bid, a tiebreaker must be conducted to award the contract per State Contract Manual Volume 1, Chapter 5.45. The permissible tiebreaker will be a coin toss and must be observed by witnesses. The bidders who submitted the tie bids will be invited to witness the event.

G. AWARD AND PROTEST

1. Award of bid will be issued on the date listed in Section III. A, Key Action Dates. Award will be made to the responsive bidder with the lowest cost bid.
2. Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.

In addition the California Science Center will post a Notice of Contract Award on <https://caleprocure.ca.gov>.

3. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
4. If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the California Science Center on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
5. Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the California Science Center. It is suggested that you submit any protest by certified or registered mail.
6. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
7. Upon resolution of the protest and award of the agreement, Contractor must sign and submit, to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC). This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

H. DISPOSITION OF BIDS

1. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
2. Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

I. AGREEMENT EXECUTION AND PERFORMANCE

1. Performance shall **tentatively start on June 15, 2019 or upon fully approved and execution of the contract by the California Science Center.** This date is contingent on State approval of contract. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the

Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.

2. All performance under the agreement shall be completed on or before the termination date of the agreement.
3. Duration of performance not to exceed two (2) weeks unless otherwise approved by the CSC Contract Manager.

IV. PREFERENCE PROGRAMS

A. Small Business (SB) or Microbusiness (MB) Preference – Optional

If the Bidder is claiming the 5% certified Small Business or micro business preference, or is committing to subcontract 25% or more of their net bid price to one or more Certified Small Businesses or microbusinesses, complete Attachment 8, Bidder Declaration (GSPD-05-105) and attach a copy of the certification (Attachment 10).

Additional References: <http://www.pd.dgs.ca.gov>

Questions regarding the certification approval process or the Small Business program should be directed to the Department of General Services, Procurement Division at (800) 559-5529 or (916) 375-4940. For the 24-hour Recording & Mail Request call (916) 322-5060.

Small business or micro business bidders or proposers using the non-small business preference shall be granted a preference consisting of five (5) percent of the highest responsible bidder's total score.

The standard contract language for the Small Business (SB) program can be found at the Internet web site as follows: <http://www.pd.dgs.ca.gov>

B. Disabled Veteran Business Enterprise (DVBE) Incentive – Optional

Note: there is no DVBE participation requirement, however, the DVBE incentive still applies.

This solicitation does not require a minimum amount of DVBE participation. However, you are strongly encouraged to either become certified, if eligible, or to subcontract a portion of the work to a certified DVBE. If a prime bidder is a certified DVBE or commits to subcontracting with DVBE(s), it may be eligible to receive a bid preference provided that the DVBE provides a commercially useful function as defined in California Code of Regulations, Title 2, and Section 1896.61(l). For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on Attachment 8, titled Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount varies in conjunction with the percentage of DVBE participation offered. The minimum requirement is 1% with a maximum of 5% DVBE participation and the incentive will be equal to the participation offered as defined below:

Confirmed DVBE Participation of:	DVBE Incentive:
1% to 1.99% inclusive	1%
2% to 2.99% inclusive	2%
3% to 3.99% inclusive	3%
4% to 4.99% inclusive	4%
5% or Over	5%

C. Commercially Useful Function

(Refer to item 1.b. of the "BIDDER DECLARATION Instructions")

A California certified SB, MB or DVBE business must be deemed to perform a Commercially Useful Function (CUF) by meeting **ALL** of the following CUF requirements for Contract/Purchase Order (PO) award consideration:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out its obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing (if applicable) and making payment.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

ATTACHMENT 1

REQUIRED ATTACHMENTS CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package also.

Attachment	Name/Description
_____ Attachment 1	Required Attachments Check List
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	Payee Data Record (STD 204) Payee Data Record
_____ Attachment 5	Contractor Certification Clauses (CCC)
_____ Attachment 6	Bidder References
_____ Attachment 7	Darfur Contracting Act Certification Sheet
_____ Attachment 8	Bidder Declaration Form (GSPD-05-105) The Bidder Declaration Form
_____ Attachment 9	Certificate of Insurance
_____ Attachment 10	C-27 Landscaping Contractor License
_____ Attachment 11	Non-Collusion Declaration

The following are additional attachments are required for Bidders who are certified Small Business (SB), Microbusiness (MB) and/or Disabled Veteran Business Enterprise (DVBE):

_____ Attachment 12	Small/Micro Business (SB/MB) and/or Disabled Veterans Business Enterprise (DVBE) Certification
_____ Attachment 13	Disabled Veteran Business Enterprise Declaration (STD 843)

ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with **original signatures**. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

Do not return Section III, Bid Requirements and Information

- A. Our all-inclusive bid is \$_____.
- B. Our bids are detailed in Attachment 3, Cost Sheet.
- C. All required attachments are included with this certification sheet.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSBCR, if an application is pending: _____		

See Completion Instructions for Bid/Bidder Certification Sheet on following page.

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

COST SHEET

Description	Cost
Labor	
Materials	
Tax	
GRAND TOTAL	

The cost quoted on the above Cost Sheet by the bidder shall be binding for the term of the Agreement.

Billing Cycle:

- Monthly Quarterly Annually Upon Completion Itemized

Note: All services performed are paid in arrears according to billing cycle indicated above.

ATTACHMENT 4

PAYEE DATA RECORD (STD. 204)

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 5

CONTRACTOR'S CERTIFICATION CLAUSES (CCC)

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

ATTACHMENT 6

BIDDER'S REFERENCES AND CURRENTLY CONTRACTED SITES

- 1) List below a total of two (2) references to validate experience for services performed within the last three (3) years, which are similar to the types of services described in this IFB.
- 2) By submitting this information, the bidder authorizes the Science Center to contact these references and visit sites.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 7

DARFUR CONTRACTING ACT CERTIFICATION SHEET

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. _____ We do not currently have, and have not had within the previous
 Initials three years, business activities or other operations outside of the United
 States.
- OR**
2. _____ We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, but we have received written permission from the
 Department of General Services (DGS) to submit a bid or proposal
 pursuant to Public Contract Code section 10477(b). A copy of the written
 permission from DGS is included with our bid or proposal.
- OR**
3. _____ We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States,
 + certification but we certify below that we are not a scrutinized company
 below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

ATTACHMENT 8

BIDDER DECLARATION FORM

<http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

ATTACHMENT 9

CERTIFICATE OF INSURANCE

For a bid to be deemed responsive, a certificate of insurance must be submitted according to the requirements stated in Exhibit E, Additional Provisions. The following is a sample certificate.

ACORD SM CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 02/16/2012
PRODUCER R.V. Nuccio & Associates, Inc. 10148 Riverside Drive Toluca Lake, CA 91602 (818) 980-1413			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Insured Name Insured Address City, State Zipcode			INSURERS AFFORDING COVERAGE INSURER A: Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:		NAIC # 00000	
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC Host Liquor Liability	5185482647 Certificate #.548616	02/17/2012	02/18/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMBOP AGG \$ 1,000,000 Included	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBOP SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/RETIRED EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER: Additional Coverages Shown Here				WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Additional Insured: The Sunshine Hotel, it's officers, directors, and agents.						
CERTIFICATE HOLDER			CANCELLATION			
The Sunshine Hotel 11549 4th Ave San Diego, CA 92131			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

ATTACHMENT 10

C-27 LANDSCAPING CONTRACTOR LICENSE

A C-27 Landscaping Contractor license issued by the Contractors State Licensing Board of the State of California is required as an attachment for submission of a responsive bid. Below is a sample.

STATE OF CALIFORNIA
Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

YOUR BUSINESS NAME

to engage in business or act in the capacity of a contractor
in the following classification(s):

Witness my hand and seal this day,

Steven P. Muller
SIGNATURE OF LICENSEE

Stephen P. Sands
Stephen P. Sands
Registrar of Contractors

License Number _____

This license is the property of the Registrar of Contractors,
is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

13L-24 (REV. 7-01) OSF 01 59448 AUGUST NO. 33178

ATTACHMENT 11

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH
BID FOR PUBLIC WORKS**

For a bid to be considered responsive, bidders must complete the form below and submit as an attachment to their bid package submission.

(Rev 6/17)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

ATTACHMENT 12

SMALL/MICRO BUSINESS (SB/MB) AND/OR DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) CERTIFICATION

If the Bidder is claiming to be a certified Small/Micro Business (SB/MB) and/or Disabled Veterans Business Enterprise (DVBE), bidders must provide a copy of the certification showing an active status and submit it with the bid package. Active certification can be found on at:

<https://caleprocure.ca.gov/pages/SupplierProfile/supplier-profile.aspx>

Supplier Profile

State of California Certification

Certification ID : 39277

Legal Business Name CORONADO BUSINESS SUPPLIES	Address 1019 C AVENUE CORONADO CA 92118
Doing Business As (DBA) Name1 BUSINESS PRODUCTS EXPRESS	Email: matt@bpexpress.com
Doing Business As (DBA) Name2	No. of Employees 5
Office Phone Number 619/522-0211	Business Types Non-Manufacturer
Business Fax Number 619/522-0210	Notification Reference
Business Web Address http://www.businessproductsexpress.com	Email
Service Areas San Diego	

View Key Words View Classifications

Active Certifications ?

Certification Type	Status	From	To
DVBE	Waiting for Review		
SB(Micro)	Approved	10/25/2018	10/31/2020
DVBE	Approved	12/01/2016	11/30/2018

ATTACHMENT 13

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATION (STD 843)

For bidders claiming the DVBE participation, the Disabled Veteran Business Enterprise Declaration form (STD 843) must be submitted with the bid package. The STD 843 form can be found at: www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf

EXHIBIT A

Scope of Work

I. Project Background

The Dr. Theodore T. Alexander, Jr. Science Center School is located on the California Science Center (campus) and is a collaborative partnership between the CSC and the Los Angeles Unified School District (LAUSD).

II. Description of Services

This scope of work is for the removal and disposal of approximately 8,600 square feet of artificial turf currently located on the Dr. Theodore T. Alexander, Jr. Science Center School.

III. Contractor Responsibilities

- A. Contractor to remove and install artificial turf in existing turf area of approximately 8,600 square feet.
- B. Contractor to dispose of existing artificial turf and make necessary preparations to existing substrate to allow the install of the new turf.
- C. Contractor responsible for verifying exact measurements of the area to have sufficient material for completion of the work.
- D. Contractor is to provide the artificial turf materials according to the following specifications:

W Blade-60

SPECIFICATION SHEET

USES:

Landscape
Lawns
Playgrounds
Traffic Medians
Pet Areas
Commercial or Residential
Light-Heavy Traffic

SPECIFICATIONS:

Pile Height: 1 1/2"
Turf Gauge: 3/8"
Face Weight: 60 oz./yd²
Backing Weight: 20 oz./yd²
Total Weight: 80 oz./yd²
Stitch Rate: 15/10cm
Stitches/m²: 15,750
Material/Dtex: PP 4400, PE 8800
Color: Emerald Green and Olive Green with Brown and Green thatching
Type of Fiber: PE Monofilament, PP Curled as Thatch

- E. The artificial turf is to be installed per manufacturer's specifications with appropriate adhesive, anchoring and tension.
- F. Contractor to provide all necessary labor, tools, equipment and materials to complete the scope of work.
- G. Contractor must dispose of artificial turf and any waste on a daily basis using bins provided by the California Science Center.

IV. Period of Performance

Duration of work not to exceed two (2) weeks from June 29, 2019 through July 11, 2019, including weekends and holidays. Changes in the schedule cannot be made unless otherwise approved by the CSC Contract Manager or designee.

V. Location of Services

Services shall be performed at the Dr. Theodore T. Alexander, Jr. Science Center School. Access to and from the school shall be through the California Science Center located at 700 Exposition Park Drive, Los Angeles, CA 90037. An overview of the artificial turf area, labeled "playground" on the provided in the plans, can be found in Exhibit A.1 – Schoolyard Plans.

VI. Hours of Service

All work must be performed between the hours of 6am to 4pm, Monday through Friday, unless otherwise authorized by CSC Contact Manager or designee.

VII. Warranty

Contractor will warranty installation for a period of twelve (12) months from the date of completion against defect of workmanship.

VIII. Acceptance

Services performed by the Contractor are to be inspected by the CSC Contract Manager after completion. If services have been satisfactorily completed, the CSC Contract Manager will approve and accept that the services have been completed. The Science Center is solely responsible for determining acceptability of the work performed in order for the work specified in this Contract to be considered complete.

If the Contract Manager has any concerns, they will be addressed with the Contractor immediately and may require correction of work before acceptance. The Science Center is solely responsible for determining acceptability of the work performed in order for the work specified in this Contract to be considered complete.

IX. Licenses and Certifications

Contractor shall possess and maintain a valid C-27 Landscaping Contractor license issued by the California Department of Consumer Affairs Contractors State License Board for the term of the Agreement.

X. Prevailing Wages

Contractor is required to comply with prevailing wage rates. Copies of the prevailing rate of per diem wages are on file at the California Science Center and shall be made available to any interested party on request. LC § 1773.2. NOTE: All contractors and subcontractors who bid or work on this public works project must register with the Department of Industrial Relations (DIR) <http://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

XI. Amendments

No charge for any extra work or material will be allowed unless the same has been ordered in writing by the Contract Manager at the California Science Center and with the approval of the Science Center for prices stated in such order at which point an approved amendment to this contract would be needed before the work is performed or the material is purchased.

XII. Project Representatives

The Contract Managers during the term of this agreement will be:

State Agency: California Science Center	Contractor:
Name: Joe Gomes, Contract Manager	Name:
Title: Chief of Plant Operations	Title:
Phone: (213) 744-7501	Phone:
Fax: (213) 744-2096	Fax:
Email: jgomes@cscmail.org	Email:

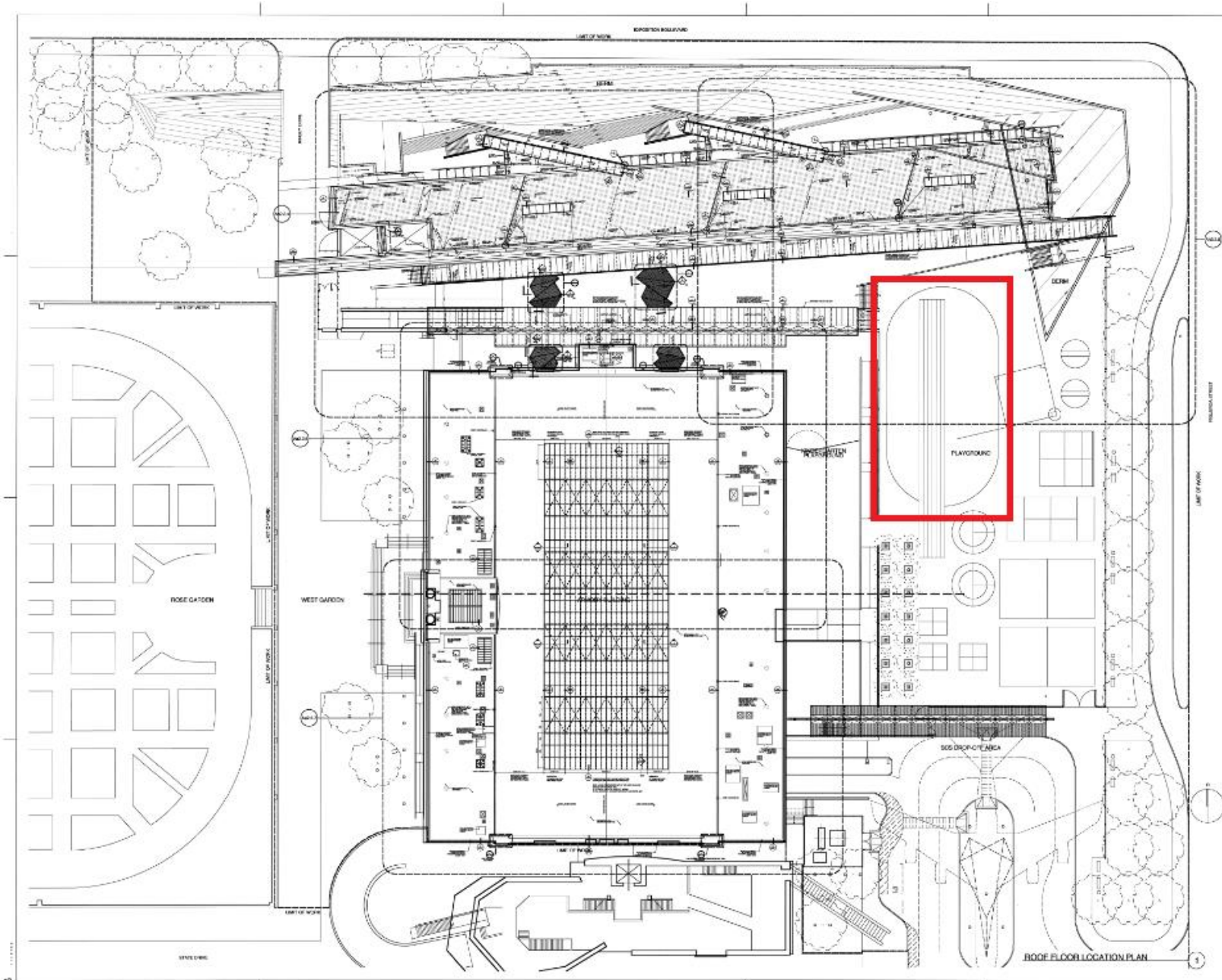
Direct invoice inquiries to:

State Agency: California Science Center	Contractor:
Name: Katrina Opendo, Contract Analyst	Name:
Address: 700 Exposition Park Drive Los Angeles, CA 90037	Address:
Phone: (213) 744-7454	Phone:
Fax: (213) 744-2635	Fax:
Email: kopendo@cscmail.org	Email:

Exhibit A.1

SCHOOLYARD PLANS

Schoolyard plans on the following page is available in pdf format upon request to Katrina Opendo at 213-744-7454 or kopendo@cscmail.org. Artificial turf area is encircled in RED.



ARCHITECT
 School

CSC
 LAUSD

mOrphis

STRUCTURAL ENGINEER
 CIVIL ENGINEER

MECHANICAL ENGINEER
 MECHANICAL ENGINEER

REVISIONS

DATE

As-1.4

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein (Attachment 3, Cost Sheet), which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number, and shall be submitted **in arrears to:**

California Science Center, State Accounting
700 Exposition Park Drive
Los Angeles, CA 90037
Attn: Accounts Payable

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program; this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

General terms and conditions can be viewed at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

They are incorporated by reference and made part of this agreement as if attached hereto.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided here.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

2. The Contractor shall provide a written notice to the California Science Center at least thirty (30) calendar days prior to any changes in the Contractor’s current legal name. Upon receipt of required documentation, an amendment will be processed in accordance with the terms of this Agreement.
3. The California Science Center reserves the right to bar any Contractor’s employee from the work site.

4. **CERTIFICATE OF INSURANCE**

- A. The Contractor must maintain a Certificate of Insurance in compliance with the Insurance Requirements detailed in Exhibit E, Additional Provisions section of this package.

5. **LETTER OF COMPLIANCE**

- A. The Contractor must provide the California Science Center with a Letter of Compliance stating staff assigned to this job will maintain and remain compliant with both items below, Criminal Background Clearance and Tuberculosis (TB) Testing Verification:
 - a. **CRIMINAL BACKGROUND CLEARANCE**
All Contractor Staff working at the California Science Center facilities must maintain a criminal history clearance from the State of California Department of Justice for all Contractor staff working on the job site prior to performing services.
 - b. **TUBERCULOSIS (TB) TESTING VERIFICATION**
Contractor must maintain proper documents of completed Tuberculosis (TB) skin test (Mantoux) for staff assigned to this project before services can commence. Education Code Section 49406 and Board Rule 1950 of the Los Angeles Unified

School District require each employee to prove freedom from active TB every four years. A TB skin test is mandatory unless potential Contractor staff is previously tested positive. A chest x-ray is then required. The related charges for the TB skin test will be absorbed by the vendor.

EXHIBIT E

ADDITIONAL PROVISIONS

1. General Provisions Applying to All Policies

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- h. Use of Subcontractors - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.
- i. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- j. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.

2. Insurance Requirements

- a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. **The policy must include the State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.** This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- b. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The policy must include the State of California, its officers, agents, and employees as additional insureds, but only insofar as the operations under the contract are concerned.**
- c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. **Policy must include a waiver of subrogation in favor of the State.**