

REQUEST FOR QUOTE # CC16-086 QUALIFIED HVAC SERVICES

Southern California Logistics Airport Authority
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

DATE: April 11, 2016

TO: (Potential Bidder)

FROM: Celeste Calderon, Management Specialist
Phone (760) 955-5082, Fax 269-0045, email: cmcalderon@victorvilleca.gov

PLEASE QUOTE THE FOLLOWING

SCLAA is requesting bids to establish a list of qualified HVAC contractors who will provide general HVAC services for installation, maintenance, troubleshooting and repairs within the Southern California Logistics Airport Authority (SCLAA). The contract shall consist of, but not limited to, labor, materials, equipment and supplementary services necessary to complete the work.

QUOTE DUE TIME AND DATE: WEDNESDAY, MAY 4, 2016 AT 3:00 P.M.

HOW TO RESPOND

Respond by mail, by email (send to cmcalderon@ci.victorville.ca.us), by fax ((760) 269-0045), or in person (City Hall, Finance Department, 14343 Civic Dr., Victorville, CA 92392, 2nd floor). However, original documents will be requested from the awarded contractor.

<p style="text-align: center;">WHAT TO SUBMIT WITH QUOTE SEE SUBMITTAL CERTIFICATION FORM, PAGE 16, ATTACHED</p>
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Any prospective bidder desiring an explanation or interpretation of the solicitations, scope of work, etc., must request it in writing to the Purchasing Section **by no later than April 27, 2016**, in order to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all prospective bidders as an amendment to the solicitation, if that information is necessary to in submit bids or if the lack of it would be prejudicial to other prospective bidders.

SECURITY ACCESS

Security badge will be required for the certification. Contractor will be required to obtain a security badge by attending a 30 minute class to obtain the required training. Alternately, Contractor may be required to obtain an access/driving badge by attending a 2 hour class and pass a written exam to obtain the required training. Class times are estimates and may be longer depending on class size. Contractors will be required to have at least one badged employee on site at all times (the SCLAA recommends a minimum of 2 employees). The estimated cost of the badge is \$10.00 each. There is also a cost of \$100.00 for any badge not returned to SCLAA upon request.

SENATE BILL 854 REQUIREMENTS

Senate Bill 854 established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement. All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and

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annually renew, online for the program. The cost to register is currently \$300.00 and is a non-refundable DIR fee paid to the State.

No contractor or subcontractor may be listed on or awarded a contract for any public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

This project is subject to compliance monitoring and enforcement by the DIR. (www.dir.ca.gov)

PREVAILING RATE OF WAGES

California Wage Rate Requirement – In accordance with the provisions of the California Labor Code, the State Director of Industrial Relations has determined the general prevailing rates of per diem wages in the locality where the work is to be done. Copies of the prevailing rate of per diem wages are on file at the City of Victorville Administrative Services Department, Finance Division and shall be made available to any interested party, on request. Bidders shall be responsible for using up-to-date prevailing wage rates. An error on the part of any awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code (1770-1775).

ELECTRONIC CERTIFIED PAYROLL REPORTING (eCPR):

Contractors and subcontractors on all public works projects must use this system to furnish certified payroll records (CPRs) to the Labor Commissioner. Contractors and subcontractors who have been submitting PDF copies of their CPRs for earlier projects must also begin using the new system. For more information please go to www.dir.gov under Labor Law Public Works.

CONTACTS - FOR QUESTIONS REGARDING

Procurement Process:

Celeste Calderon

Phone: (760) 955-5082, Fax: (760) 269-0045, e-mail: cmcalderon@victorvilleca.gov

Technical or Schedule Questions

Heather Kurowski

Phone: (760)243-1905; e-mail: hkurowski@victorvilleca.gov

CALIFORNIA CONTRACTORS LICENSE AND CITY OF VICTORVILLE BUSINESS LICENSE

The successful bidder must possess a valid **C-20** California Contractor's License, as well as a valid City of Victorville Business License at the time of the award of this contract, to complete the work as described. The Contractor shall obtain all required permits and licenses prior to commencing work and shall submit the work in progress to periodic inspection by the appropriate Inspector of SCLAA and shall honor all correction notices issued by same. All contacts, regarding inspections, shall be made to the appropriate department within SCLAA.

SUBCONTRACTING

In accordance with the requirements of these Specifications, each bidder shall list in their Proposal the name and business address of each subcontractor to whom the bidder proposes to subcontract a portion of the work and shall list each subcontractor, licensed by the State of California and City of Victorville, proposed by the bidder to specially fabricate and install a portion of the work. Said list shall include for each subcontractor: Name of Subcontractor, Subcontractor's license number and classification, percentage (%) of total contract to be completed by subcontractor, and description of the portion of work which will be done by each subcontractor. However, in accordance with

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California Public Contract Code 4104, prime contractors are not required to list the name and the location of a subcontractor if the work equates to an **amount less than one-half of 1 percent of the prime contractor's total bid.**

A sheet for listing the subcontractors, as required, is included in the Proposal. The list must be completed in its entirety. If there are no subcontractors, the list shall be included in the Proposal as required, with “**None**” stated on the list.

The contractor shall perform with its own organization contract work amounting to not less than 10 percent (10%) of the total original contract price, excluding any specialty items designated by the SCLAA. Specialty tasks may be performed by subcontract and the amount of any such specialty tasks performed may be deducted from the amount of work required to be performed by the contractor's own organization.

- a. “Its own organization” shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

“Specialty Tasks” shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract

INSURANCE

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by the Contractor, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage.
2. Insurance Services Office covering Automobile Liability, (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limits shall be twice the required occurrence limit. (\$2,000,000).
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the SCLAA. At the option of the SCLAA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions that pertains to the SCLAA, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The SCLAA, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

The coverage shall contain no special limitations on the scope of protection afforded to the SCLAA, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the SCLAA, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the SCLAA, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the SCLAA, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suite is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to the SCLAA.

Acceptability of Insurers: Insurance is to be placed with insurers that have a current AM. Best's rating of no less than A:VII.

Verification of Coverage: Contractor shall furnish the SCLAA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the SCLAA. All endorsements are to be received and approved by the SCLAA before work commences. As an alternative to the SCLAA's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

PAYMENT

On or about the first of each calendar month, the Contractor shall request payment for the work performed prior to such date.

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Upon approval by the Assistant Executive Director, or the designee, of the Contractor's estimate of work completed, SCLAA will make a progress payment to the Contractor equal in amount to the approved estimate less a retention of five (5) percent and less the total of all previous payments. In preparing estimates, the material delivered on the site, preparatory work done, and the cost of bonds and insurance paid may be taken into consideration.

Upon completion of the work, the Contractor may request full payment for his work, and after acceptance of the work by SCLAA, SCLAA will make a final progress payment as described above. The amount retained will continue to be retained until thirty-five (35) days after the date of acceptance and upon receipt of appropriate invoices and lien releases. In case of default by the Contractor, the retention shall be retained by SCLAA, as liquidated damages, as provided in the section relating to suspension of Contract.

The SCLAA shall make payments on any invoice request submitted by the Contractor. The payment request shall not be deemed properly completed unless, eCPR Online Submission Form (sample attached), have been properly completed.

DISPUTES

Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.

INDEMNIFICATION

Notwithstanding the limits of any insurance, Contractor shall indemnify SCLAA, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of SCLAA its officials, officers, agents, volunteers or employees, and in connection therewith:

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Contractor will promptly pay any judgment rendered against SCLAA, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold SCLAA, its officials, volunteers, officers, agents, and employees harmless therefrom;
- (c) In the event SCLAA, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of

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Contractor hereunder, Contractor shall pay to SCLAA, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by SCLAA, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to SCLAA.

(d) Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

PERMITS AND LICENSES

The Contractor shall obtain all necessary licenses and permits, including but not limited to a business license, and encroachment permits from City of Victorville for all work in public right-of-way to accomplish the work. Permits for SCLAA-related contracts are to be obtained at no cost. The Contractor shall obtain all required permits prior to commencing work and shall submit the work in progress to periodic inspection by the appropriate Inspector of the SCLA Department, and shall honor all correction notices issued by same. All contacts, regarding inspections, shall be made to the SCLA Department.

GUARANTY AND BONDS

A material and workmanship guaranty for a period of twelve (12) months from the date of acceptance of the work will be required. A guaranty form for this purpose is included in the Proposal.

For projects over \$25,000.00 (including labor and materials), the Contractor, simultaneously with execution of the Contract, shall furnish a surety bond in an amount equal to one hundred percent (100%), of the contract price as security for the faithful performance of the Contract, and a separate surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Bonds must be issued by an admitted surety insurer in the State of California, as set forth in the Public Contract Code, Section 20170.

Full compensation for furnishing the guaranty and bonds will be considered as included in the contract price or prices paid for the items or work involved and no additional compensation will be allowed therefor.

CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work in order to secure the safety of the workers. It shall be the

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Contractor's responsibility to perform the work strictly in accordance with the Scope of Services and any revisions as may be made therein by the Assistant Executive Director, or the designee, from time to time in the form of written change orders issued.

The Contractor shall assume the defense of and indemnify and save harmless the SCLAA, its officers and agents from all claims of any kind arising from its own negligence or that of its agents in the performance of the contract.

The Contractor shall be responsible for the custody of any material furnished for the care of all the work until its completion and final acceptance, and Contractor shall, at Contractor's own expense, replace damaged or lost material and repair damaged parts of the work, or the same may be done at Contractor's expense by the SCLAA.

During the progress of the work, the Contractor shall keep the premises, occupied by, in a neat and clean condition, and free from any unsightly accumulation of rubbish. Contractor shall remove from the vicinity of the completed work all plant, building, rubbish, unused materials, concrete forms, and equipment belonging to Contractor or used under Contractor's direction during construction, and in the event of failure to do so, the same may be removed by SCLAA at the expense of the Contractor.

TRESPASS

The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass of the Contractor's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Contractor.

SAFETY, SANITARY, AND MEDICAL REQUIREMENTS

The Contractor, Contractor's employees, subcontractors, and their employees, shall promptly and fully carry out the existing safety, sanitary, and medical requirements as prescribed by the Division of Industrial Safety and by County or State Health Departments to the end that proper work shall be done, and the safety and health of the employees and of the community may be conserved and safeguarded. In case such regulations and orders are not observed by the Contractor, they may be enforced by the Assistant Executive Director at the Contractor's expense.

WATER AND POWER

Unless otherwise provided in the Special Provisions, the Contractor shall provide, at Contractor's expense, all necessary water and power required for operations under the Contract. During the progress of the work, Contractor shall ensure that existing facilities, fences, and other structures are adequately protected and, upon completion of all work, all facilities that may have been damaged are restored to a condition acceptable to SCLAA. SCLAA will assist the Contractor, at his specific request, in locating existing utilities.

PROTECTION OF EXISTING UTILITIES

The Contractor shall call Underground Service Alert (USA) at (800) 422-4133, two (2) working days in advance of beginning work so they can mark utilities. Whenever the improvement requires the relocation or replacement of an existing utility under the Contract, this information will be shown on the Plans. Unless this notation is shown on the Plans, the Contractor shall assume that the utility is to remain in place or be relocated or replaced by others.

The Contractor is responsible for the protection of any utilities and for any damage to any such utility during the prosecution of the work. Any damage to a utility shall be repaired to the satisfaction of the organization owning the facility. SCLAA reserves the right, if so requested by the

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owning utility, to permit the owning utility to repair such damage, and all expenses of whatever nature arising from such damage shall be borne by the Contractor.

CONSTRUCTION EQUIPMENT

Contractor shall erect, equip, and maintain all construction equipment in strict accordance with all applicable statutes, laws, ordinances, rules and regulations of SCLAA or other authority having jurisdiction. Hoists and scaffolding shall be installed and erected in accordance with the latest Construction Safety Orders issued by the Division of Industrial Safety, State of California, and the Associated General Contractors "Manual of Accident Prevention in Construction," latest edition. Scaffolding, staging, runways, and similar equipment required for prosecution of the contract shall be provided and maintained by the Contractor.

Contractor shall provide, maintain, and remove upon completion of work all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, barricades around openings and excavations, ladders between floors, fences, and all other temporary work as required for all work hereunder.

WORK ZONE – TRAFFIC CONTROL DEVICES

All Work Zones are to be properly delineated with the appropriate traffic control devices and to be utilized in accordance with the American Public Works Association (APWA) of the Southern California Chapter Work Area Traffic Control Handbook (WATCH) manual

TERMINATION FOR CONVENIENCE

SCLAA may, by written notice, terminate this contract in whole or in part, when deemed in SCLAA's interest. Upon termination of this contract, SCLAA shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

TERMINATION FOR DEFAULT

SCLAA, may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

1. Deliver the supplies or to perform the services within the time specified in this contract or any extension; or
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

ENTIRE AGREEMENT

This contract, including any attachments hereto, constitutes the sole and only agreement between the parties. It correctly sets forth the obligations of the parties to each other in respect to any such matters as of this date. Any agreements, discussions, statements, or representations of any kind between the parties respecting any such matters, not expressly set forth, in this agreement are null and void.

AWARD OF CONTRACT TO MORE THAN ONE CONTRACTOR

The SCLAA will have the right to award the contract to more than one contractor. Awards will be based on the same criteria as outlined elsewhere in this document. It is the SCLAA's intent to use the contractors on a as-needed-basis, no minimum service amount is guaranteed

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TERM OF CONTRACT

The term of this contract shall be from the date of award by the Assistant Executive Director, until the end of the **2016-2017** fiscal year (June 30, 2017); with the option to extend the contract for four (4) fiscal years (July 1 through June 30), in one (1) year increments, subject to satisfactory performance as determined by the Assistant Executive Director or his designee.

PROHIBITED INTEREST

No member, officer, or employee of SCLAA or of a local public body shall have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter. Furthermore, the parties hereto covenant and agree to their knowledge no board member, officer or employee of SCLAA has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than SCLAA, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.

NON-COLLUSION AFFIDAVIT

All bids must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

EVALUATION OF BIDS

SCLAA reserves the right to accept or reject any and all bids and to award a contract to the bidder who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of bid; response time to emergencies; length and nature of warranties; anticipated length of life of materials; percentage mark up on materials supplied; past experiences of SCLAA with the bidder; references from other cities, developers, or municipalities regarding past work done by the bidder; ability to complete the job in the specified time with the specified quality of workmanship; as well as the lowest and best price.

TRENCHES OR EXCAVATIONS

Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify SCLAA, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class 1, Class 11, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) SCLAA shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractors cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of this Agreement.

That, in the event that a dispute arises between SCLAA and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractors

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cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of SCLAA and shall be delivered to SCLAA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by SCLAA of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to SCLAA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify SCLAA for all damages resulting therefrom.

UNFAIR BUSINESS PRACTICE CLAIMS

In entering into SCLAA contract or a subcontract to supply goods, services or materials pursuant to a SCLAA contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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 SCLAA contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

HIRING OF ILLEGAL ALIENS PROHIBITED

Contractor shall not hire or employ any person to perform work within SCLAA or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

APPRENTICES ON PUBLIC WORKS

The Contractor shall comply with all applicable provisions of Section 1777.5 and 1777.6 of the California Labor Code relating to employment of apprentices on Public Works projects.

DRUG-FREE WORKPLACE REQUIREMENTS

The contractor and all subcontractors shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).

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EMPLOYMENT OF LOCAL LABOR:

The SCLAA requests employment of local labor, whenever possible, shall be made in the construction of public projects receiving public funds. Accordingly, every Contractor and subcontractor undertaking to do work on any such project which is or reasonably may be done as onsite work, shall employ, in carrying out such contract work, qualified persons who regularly reside in the designated area where such project is to be located, or qualified persons who regularly reside in the area or in the adjacent or nearby regional areas within the High Desert Region and/or Southern California Region, except:

- (a) To the extent that qualified persons regularly residing in the designated area or regional area are not available.
- (b) For the reasonable needs of any such contractor or subcontractor, to employ supervisory or specially experienced individuals necessary to assure an efficient execution of the contract.

The Contractor shall give full consideration to all qualified subcontractors referred by the local municipality, chamber of commerce or construction plan rooms, but is not required to employ any subcontractor referred whom the Contractor does not consider qualified to perform the classification of work required.

The payrolls maintained by the Contractor shall contain the following information;

The employee's full name, address, and social security number as required in the California Department of Industrial Relations form A-1-131 payroll reporting form.

The Contractor shall include the provisions of this condition in every subcontract for work which is, or reasonably may be, done as on-site work.

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SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY RFQ #CC16-086 QUALIFIED HVAC SERVICES

SCOPE OF WORK

SCLAA is seeking to find qualified skilled contractors to install, alter, repair, maintain, and locate defects in a variety of HVAC equipment and systems. The contractor/sub-contractor must be certified by the California Contractors State License Board and must possess the required HVAC contractor's license(s) C-20.

SCLAA will have three companies on contract. For each event, the contractor that can most readily address the required work will be expected to perform, coordinate and manage its services to ensure the completion of tasks as deemed necessary.

The Contractor shall perform its tasks in cooperation with selected officials in the SCLA Department. All work shall be done in accordance with the standard specifications provided by the applicable SCLA staff.

Project personnel shall be a mix of SCLA staff and the Contractor's staff. The Contractor shall propose a sufficient qualified staffing level to ensure that the work is performed in accordance with the specifications provided by SCLA staff. Since the Contractor will get paid by the hour for staff, materials and equipment, the contractor shall endeavor to keep the minimum to adequately perform the work. Billing SCLA for staff or equipment that was not required to perform the work may result in disqualification for future projects.

If material's testing is required, SCLA will provide those services from a consultant.

CONTRACTORS SHALL HAVE, AT A MINIMUM, THE ABILITY TO:

- Troubleshoot industrial HVAC systems and equipment to determine cause of malfunctioning.
 - Contractor shall provide all tools and miscellaneous supplies required to perform the test and inspection activities.
 - Install, alter, repair, maintain, and locate defects in a variety of HVAC equipment and systems, to include Contractor will test and visually inspect all maintained systems for worn, doubtful or failed equipment.
 - Typical tests include: vibration, refrigerant charges, leaks and oil analysis, flue gas analysis, flame composition, motor amperage readings, electrical contacts, and water test. Typical visual inspections include: coil surfaces, fan blades, fan belts, couplings, equipment housings, motor mounts, dampers, valves, fluid levels, heat exchangers, burners, soot build-up and boiler tubes.
 - Disconnect, disassemble, clean, and repair or replace worn or damaged parts.
- Operate and work from an aerial platform bucket truck, or other comparable vehicle to perform repair or maintenance of elevated HVAC equipment.
- Provide estimates of time, money, and materials needed (see Bid Proposal Form) in accordance with the current California State Prevailing Wage. Should a condition be discovered that requires maintenance, repair, or replacement, the

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Contractor will recommend the most cost-effective solution. SCLA shall have final determination of repair method and/or method of implementation.

- Contractors shall state their ability to provide emergency services at any time, 24 hours a day, seven (7) days a week. Emergency service response time should be at a maximum of four (4) hours. Bidders must indicate in their bid, if they can exceed this time, meet this time frame, or if they need a longer response time. Emergency service should be noted on page 17, Bid Proposal.
- Contractor shall arrange for all code-required inspections and shall notify the Airport staff before inspections are conducted.
- Contractor's access and use of the work site shall not interfere with Airport operations. Any conflict shall be promptly referred to the Airport representative for resolution.
- Contractor shall maintain the work site in a safe and orderly condition at all times and will make every effort to protect Airport facilities from damage during operations. Damage that does occur will be repaired immediately to the satisfaction of Airport staff and at the Contractor's sole expense.
- Demolished materials and project debris, if any, may be stockpiled on site in a location acceptable to Airport staff. These material and debris are to be removed prior to substantial completion or can be removed as needed prior to that at the Contractor's option.
- All waste materials will be removed to approved disposal sites, remove all boxes, cartons, packing and scrap material from the work site. Remove all labels that are not intended or required by the manufacturer to remain.

EXHIBIT A – SAMPLE LIST OF HVAC UNITS

CONTENT OF SUBMITTAL:

The Bid submittal should be in sequence and address the evaluation criteria and the following information:

1. Experience and qualifications of your company in providing these types of services.
2. List the name, address, phone number, fax and email address of a least three (3) references, (preferably airport and government municipalities) recent and/or similar projects (see reference form included in the RFQ) for both the contractor and any sub-contractors.
3. Current workload and ability to perform and respond in a timely manner, if selected. The contractor must be able to provide an estimate and begin work within two (2) work days of approval of estimate.
4. Provide a maximum emergency response time.
5. Forms noted on Page 16 of Submission Certification

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EVALUATION OF BIDS

SCLAA will review each written bid response submitted by Contractors to determine if they meet the requirements of this RFQ. Failure to meet the essential requirements for this RFQ may be cause for rejection of the proposal. SCLAA will make independent random checks of the Contractor's references as well as sub-Contractors. SCLAA will rank the responding Contractor's written bids and will develop a short list of no more than three qualified Contractors.

The above criteria will be used to rank the written bids.

CONTRACT WITH SELECTED COMPANIES

The three (3) companies will be invited to sign a General Service Provider Agreement with SCLAA to include one base year with the option for three one-year renewals to be based on performance. The terms of that agreement will be based on those outlined in the bid submittal. The contractor will be expected to maintain the prices and conditions outlined in the bid for the length of the agreement. Should staff changes occur, the contractor must notify the appropriate SCLAA staff immediately. A sample of the General Service Provider agreement is attached to this RFQ.

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SAMPLE LIST OF HVAC UNITS

AC UNITS

BUILDING #	NOTES	MAKE	MODEL	VOLTS
BLK HAWKS	UNIT 1			
	UNIT 2			
	UNIT 3			
720	UNIT 1	UNREADABLE	UNREADABLE	
	UNIT 2	LENNOX	LGA300HS1G	460
723	UNIT 1	YORK	SA48G120-251	240
	UNIT 2	CARRIER	48LD008500	240
	UNIT 3	UNREADABLE	UNREADABLE	
717	UNIT B	TRANE	CGACC501KBNFF623 GPW	460
	UNIT A	CARRIER	48TMD028-601AA	460
728	UNIT 1	CARRIER	38AH-04-601BA	460
	UNIT 2	CARRIER	38AH-028-611AA	240
551	UNIT 1	YORK	P2NA60N065225D	240
	UNIT 2	UNREADABLE	UNREADABLE	
685	UNIT 1	ARCOAIRE	PHD360000L000C1	240
	UNIT 2	YORK	LY85100C20UH111B	120
	UNIT 3	YORK	LY85100C20UH111B	120
682	UNIT 1	UNREADABLE	579DP090146	240
732	UNIT 1	LENNOX	TCA120H2BN1G	460
700	UNIT 1	CARRIER	09BB012300	240
780	UNIT 1	CARRIER		
	UNIT 2	CARRIER		
	UNIT 3	CARRIER		
	UNIT 4	CARRIER		
733	UNIT 1	YORK	P3HCA08L04801C	120
SPARES	9 UNITS	LENNOX L SERIES	LGA300HS1G	460

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SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY RFQ #CC16-086 QUALIFIED HVAC SERVICES SUBMISSION CERTIFICATION

I hereby submit to the SCLAA the following proposal for work outlined in plans and specifications entitled Project RFQ #CC16-086 QUALIFIED HVAC SERVICES. All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- Submission Certification (Page 16)
- Bid Form (Page 17)
- Bidder Identification (Page 18)
- Worker's Compensation (Page 19)
- Non-Collusion Affidavit (Page 20)
- Addenda (Page 21)
- Customer References (Page 22)
- Signature Authorization (Page 23)
- List of Subcontractors (Page 24)
- Senate Bill 854 (25)
- Debarment Certification (26-27)

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

Business Name

Authorized Signature

Printed Name and Title

Date Signed

Telephone Number

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BID PROPOSAL FORM

The undersigned hereby agrees to provide the items listed below in accordance with the specifications (which have been carefully examined and are attached hereto) on file in the Office of the Assistant Director of Administrative Services. SCLAA reserves the right to award all or some of this bid package to one or more vendors. Price shall include travel and mobilization.

Bidder: _____

TIME & MATERIAL – Provide a price per labor category (in accordance with State prevailing wage)

DESCRIPTION	HOURLY RATE – REGULAR TIME	HOURLY RATE OVERTIME
General HVAC Services for Troubleshooting and repairs		
DESCRIPTION	COST	
Travel Mobilization (if any)		
DESCRIPTION	% RATE	
Parts Mark-Up Percentage		
DESCRIPTION	HOURLY RATE	OVERTIME HOURLY RATE
After Hours		
Holiday		
Week End		

Emergency Response Time: _____

Warranty Period in months: _____

Payment Terms: _____

Bidder: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Federal I.D.No.: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

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BIDDER IDENTIFICATION

1. Legal name of Bidder _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Email Address: _____
7. Type of Business:
 Sole Proprietor Partnership Corporation Other: _____
If corporation, indicate State where incorporated: _____
8. Business License number issued by the City where the Bidder's principal place of business is located.
Number: _____ Issuing City: _____
9. Contractors License number and expiration date.
Number: _____ Expiration date: _____
10. Federal Tax Identification Number: _____
11. Proposer's Project Manager: _____

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WORKERS' COMPENSATION CERTIFICATE

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California 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 on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

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ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

ADDENDUM NO. _____ DATED _____

NAME OF BIDDER: _____

ADDRESS _____

TELEPHONE NO. _____

BY: _____
Signature

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CUSTOMER REFERENCES

Bidder: _____

LIST THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS

1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	

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SIGNATURE AUTHORIZATION

Proposer/Bidder: _____

- A. I hereby certify that I have the authority to offer this proposal/bid to SCLAA for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

SIGNATURE

- B. The following information relates to the legal Contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

An Individual
 A Partnership, Partners' names:
 A Company
 A Corporation

2. My tax identification number is _____
(For individuals, this number is usually the Social Security Number)

3. I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

I have recently filed for Small Business Preference but have not yet received certification.

I am not a Small Business.

4. My business is owned by a minority whose ethnicity is: _____

My business is owned by a woman.

My business is owned by a disabled veteran.

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LIST OF SUBCONTRACTORS

The bidder is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the Government code of the State of California.

The contractor shall perform with its own organization contract work amounting to not less than 10 percent (10%) of the total original contract price, excluding any specialty tasks designated by the SCLAA. Specialty tasks may be performed by subcontract and the amount of any such specialty tasks performed may be deducted from the amount of work required to be performed by the contractor's own organization. **Provide additional pages as necessary.**

Bidder's Name _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

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SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY RFQ# CC16-085 RFQ FOR QUALIFIED PLUMBING SERVICES

SENATE BILL 854

(<http://www.dir.ca.gov/Public-Works/PublicWorks.html>)

Senate Bill 854 signed into law on June 20, 2014, became effective immediately. It established a new public works contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The annual cost to register for the program is currently \$300.00 and is non-refundable. This is a Department of Industrial Relations (DIR) fee paid to the State of California. The SCLAA will not register a contractor/subcontractor, nor collect funds for registration.

Contractors or subcontractors submitting bids, intent to bid, and/or to provide services to SCLAA must be registered. The requirement to use only registered contractors and subcontractors greater than \$1,000.00 applies to all public works projects. No bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

Effective immediately, the SCLAA will be required to fill out a form alerting the DIR of the services you are providing the City. Detailed information is required to complete this form. You may be asked to provide information needed to complete the DIR form. You will be asked to complete this in a timely manner to avoid interruption in the services you are providing.

Are you currently registered with the DIR?

Yes _____ **No** _____ If yes, what is your registration number? _____
(please submit proof of your registration)

Bidder: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name
Printed: _____ Title: _____

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SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY RFQ# CC16-085 RFQ FOR QUALIFIED HVAC SERVICES

DEBARRED CERTIFICATION ACKNOWLEDGEMENT

(a)(1) The Offeror/Bidder certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Bidder and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Offeror/Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror/Bidder shall provide immediate written notice to the SCLAA if, at any time prior to contract award, the Offeror/Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/Bidder's responsibility. Failure of the Offeror/Bidder to furnish a certification or provide such additional information as requested by the SCLAA may render the Offeror/Bidder nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the SCLAA, the SCLAA may terminate the contract resulting from this solicitation for default.

The Offeror/Bidder certifies that the foregoing is true and correct:

Offeror/Bidder: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

SAMPLE CONTRACT

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**SAMPLE AGREEMENT
CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY AND
NAME OF CONTRACTOR**

NAME OF PROJECT

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into by and between the Southern California Logistics Airport Authority, a joint powers authority located in the County of San Bernardino, State of California, hereinafter referred to as "SCLAA", and **Name of contractor** Service Provider hereinafter referred to as "Service Provider." SCLAA and Service Provider are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, NAME OF PROJECT requires **DESCRIBE SERVICES** (the "Project"); and

WHEREAS, in light of the facts set forth above, SCLA desires to retain Contractor in connection with **DESCRIBE PROJECT**

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS.

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth herein.

Section 2. TERM.

This Agreement shall commence on _____ (the "Commencement Date") and shall terminate upon completion of the Project _____ (the "Termination Date"), unless sooner terminated in accordance with the provisions of this Agreement (the "Term"). From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 3 below

This Agreement may be extended for **FOUR FISCAL YEARS (based on performance)** additional one-year periods (hereinafter "Option Periods"), at the option of SCLA, subject to satisfactory performance as determined by SCLAA. SCLAA shall give Service Provider sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should SCLAA decide to exercise its option(s) to extend. In the event SCLAA does not give Service Provider such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 3 below. Should SCLAA fail to give Service Provider the sixty (60) days written notice of its intention to exercise any Option Period,

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Section 6. COMPENSATION.

The Contractor agrees to receive and accept the following amount; **Spell out in words the Contract Amount (\$0000.00)**, as full compensation for furnishing; all materials, doing all the work contemplated and embraced in this contract, all loss or damage arising out of the nature of the work aforesaid, the action of the elements, any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by SCLA, and for all risks of every description connected with the work, all expenses incurred by or in consequence of the suspension or discontinuance of work well and faithfully completing the whole work, thereof, according to the Plans and Specifications, and requirements of **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee to wit: SEE EXHIBIT "A" BID PROPOSAL

Section 7. PAYMENT SCHEDULE.

SCLA shall pay Contractor as provided in the Payment Schedule, attached hereto as Exhibit (___), (as maybe applicable) and incorporated herein by this reference as thought set forth in full, subject to approval of SCLA, when applicable.

Section 8. PERFORMANCE SCHEDULE.

Contractor shall complete the Project in accordance with the Contract Documents.

Section 9. PREVAILING WAGES

In accordance with the provisions of the California Labor Code, the State Director of Industrial Relations has determined the general prevailing rates of per diem wages in the locality where the Project is to be done. Copies of the prevailing rate of per diem wages are on file at the City Finance Department and shall be made available to any interested party, on request. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall be responsible for using up-to-date prevailing wage rates.

NOTE: A WEEKLY CERTIFIED PAYROLL AND DAILY SIGN IN SHEETS are required with each invoice to SCLA. Payment of the invoice may be delayed when a certified payroll is not included with the Contractor's invoice.

Section 10. WORKERS' COMPENSATION INSURANCE.

Contractor shall procure and maintain, at its own expense, during the Term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by Contractor is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of SCLAA.

In conformance with current statutory requirements of Section 1860 et seq., of the Labor Code of the State of California, the undersigned confirms the following as their certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

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Section 11. NOTICE TO PROCEED.

No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by SCLAA. Contractor shall commence work pursuant to the Contract Documents as directed by SCLAA in the Notice to Proceed, and to diligently execute the same to completion within the time limits set forth in the Contract Documents.

Section 12. COMPLIANCE WITH LAWS.

Contractor shall comply with all local, state, and federal laws and regulations applicable to the services required hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Contractor or its employees, officers, or board members.

Section 13. COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE.

Contractor shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents and independent contractors.

Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) Combined Single Limit, covering any vehicle(s) utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

Section 14. ADDITIONAL NAMED INSURED.

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, SCLAA and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, SCLAA Attorney, are named as Additional Insured's.

Section 15. WAIVER OF SUBROGATION RIGHTS.

Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against SCLA and its officers, volunteers, employees, contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 16. PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF SERVICES.

a. Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the Authority Secretary certificates of said insurance at least one (1) day prior to the commencement of any services to be performed under this Agreement.

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b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, SCLAA shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days written notice to SCLAA of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the Term, and (if applicable during any Option Period) of this Agreement.

e. The Comprehensive General Liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Contract, Contractor's service coverage shall be primary with respect to SCLAA. Any insurance maintained by SCLAA shall be in excess of Contractor's insurance and shall not contribute to it.

Section 17. TIME OF THE ESSENCE.

Time is of the essence in the performance of this Agreement.

Section 18. INDEMNIFICATION.

Notwithstanding the limits of any insurance, Contractor shall indemnify SCLAA, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of SCLAA its officials, officers, agents, volunteers or employees, and in connection therewith:

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Contractor will promptly pay any judgment rendered against SCLAA, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold SCLAA, its officials, volunteers, officers, agents, and employees harmless there from;

REQUEST FOR QUOTE # CC16-086 QUALIFIED HVAC SERVICES

- (c) In the event SCLAA, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to SCLAA, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by SCLAA, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to SCLAA.
- (d) Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

Section 19. REPORTS.

Upon request by **(DEPT HEAD)**, or his designee, Contractor shall prepare and submit reports concerning Contractor's performance of the services required by this Agreement.

Section 20. RECORDS.

a. Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the **(DEPT. HEAD)**, or his designee to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. The **(DEPT. HEAD)** or his designee shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the **(DEPT HEAD)** or his designee or his designee for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

REQUEST FOR QUOTE # CC16-086 QUALIFIED HVAC SERVICES

Section 21. MODIFICATIONS AND AMENDMENTS.

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 22. ENTIRE AGREEMENT.

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between SCLAA and Contractor with respect to the subject matter of this Agreement.

b. The Contract Documents contain all of the covenants and agreements between the parties with respect to the subject matter herein, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party, except those covenants and agreements in this Agreement and the Contract Documents.

c. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either party.

Section 23. AMBIGUITIES.

This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Section 24. NOTICES.

Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To SCLAA:	Dept. Head Name of Department SCLA 18374 Phantom West Victorville, CA 92394
To Contractor:	Name of Contractor Address State and Zip Code

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

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Section 25. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES.

No officer or employee of SCLAA shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by SCLAA or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 26. REVIEW BY ATTORNEYS.

Each party hereto has had its attorneys review this Agreement and all related documents. Each party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

Section 27. CARE OF WORK.

The performance of services by Contractor or the payment of money by SCLAA shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to SCLAA, when such inaccuracies are due to the negligence of Contractor.

Section 28. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 29. SUCCESSORS, HEIRS, AND ASSIGNS.

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the parties.

Section 30. GENDER; PLURAL.

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 31. SEVERABILITY.

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 32. GOVERNING LAW.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

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Section 33. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

Section 34. VENUE.

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 35. ATTORNEY'S FEES.

Should any litigation, specifically including but not limited to, arbitration and other non-judicial resolution of disputes be commenced between the parties to this agreement concerning this agreement or the rights and duties of either in relation thereto, the parties prevailing in such litigation or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation where the proceeding which, if not agreed upon by the parties, shall be determined by the court or other entity in which such litigation or other proceeding is brought.

Section 36. EFFECTIVENESS OF AGREEMENT.

This Agreement shall not be binding upon SCLAA, until signed by the authorized representative(s) of Contractor, approved by the SCLAA's Risk Manager, and executed by the (DEPT. HEAD) of SCLAA.

Section 37. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT.

(a) Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

(b) The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

(END OF PAGE)

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

By: _____
Assistant Executive Director

Dated: _____

Contractor: (Awarded contractor)

CSLB #: _____

By: _____

Name: _____

Title: _____

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

By: _____
Chuck Buquet, Risk Manager

Dated: _____

Approved as to STANDARD Form:

By: _____
Andre de Bortnowsky, Authority Counsel

Dated: _____

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SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY RFQ #CC16-086 QUALIFIED HVAC SERVICES

GUARANTY

TO SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY, CALIFORNIA

The undersigned guarantees the completion of “**HVAC Services**”

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished, or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within twelve (12) months after date on which this Contact is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned.

In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

SIGNED: _____
Contractor

By: _____ Title: _____

Dated this _____ day of _____, _____.

NOTE: This Guaranty shall be executed by the successful bidder in accordance with instructions in the Special Provisions. The bidder may execute the Guaranty on this page at the time of submitting the bid.