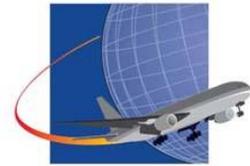


REQUEST FOR QUOTE

Southern California Logistics Airport
18374 Phantom West
Victorville CA 92394



Southern California

LOGISTICS AIRPORT

DATE: December 14, 2015

TO: (Potential Bidder)

FROM: Elizabeth Salcido, Purchasing Technician
Phone (760) 243-6371, Fax 269-0045, email: esalcido@victorvilleca.gov

PLEASE BID THE FOLLOWING

The Southern California Logistics Airport (SCLA) is seeking service providers to establish a maintenance, repair and support contract for the existing Lenel Automated Access Control System, Project ES16-060, as described in the specifications for these item(s).

All bidders need to be familiar with the SCLA specifications for these items.

QUOTE DUE TIME AND DATE: January 14, 2016, by 2:00 pm, PST

HOW TO RESPOND

Respond by mail, or in person (City Hall, Finance Division of the Administrative Services Department, 14343 Civic Dr., Victorville, CA 92392, 2nd floor). ***E-mailed and faxed bids will be accepted. However, please be informed that the selected contractor will be required to submit original signed documents prior to formal award.***

WHAT TO SUBMIT WITH QUOTE:

**PAGE 11 SUBMISSION CERTIFICATION AND CONTENT OF SUBMITTAL
CERTIFICATION FORM**

SPECIFICATIONS

Specifications are set forth on Attachment A.

Successful bidder providing these services pursuant to these Instructions shall guarantee it meets the specifications as set forth herein. If it is found the services do(es) not meet the requirements of the SCLA Specifications, the successful bidder shall be required to correct the same at his or her own expense and within a time frame deemed acceptable by SCLA.

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SITE VISIT

A pre-bid meeting/job walk has been scheduled for December 21, 2015 @ 10:00 a.m. at SCLA, 18374 Phantom West, Victorville, CA 92394, Conference Room, following with a job walk of the work site. This meeting has been scheduled to answer questions, allow measurements to be taken, indicate specific details required in this bid, and permit prospective bidders an opportunity to investigate and fully acquaint themselves with existing conditions so they may understand all factors involved in the execution of this project. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

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 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).

SENATE BILL 854 STATE REQUIREMENTS

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (see Submission Certification, Page 11).

NOTE: Confirmation of certified payroll submittal to DIR is required with each invoice to the City. Payment of the invoice may be delayed when proof of certified payroll submittal is not included with the contractor's invoice.

CALIFORNIA CONTRACTORS LICENSE AND CITY OF VICTORVILLE BUSINESS LICENSE:

The successful bidder must possess a valid **California** Contractor's License, applicable to the trade to be performed, 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.

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SECURITY ACCESS

Security badge may be required for the certification. Contractor will be required to obtain 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 SCLA 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 SCLA upon request.

CONTACTS - FOR QUESTIONS REGARDING

Please reference "**Request for Quote ES16-060**" when contacting The City regarding this solicitation. Inquiries regarding this solicitation should be directed to:

Procurement Process:

Elizabeth Salcido, Finance Technician

Phone: (760) 243-6371, Fax: (760) 269-0045, e-mail: esalcido@victorvilleca.gov

Technical or Schedule Questions

Heather Kurowski, Management Technician

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

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 **January 7, 2016, 2:00 p.m. (PST)**, in order to ensure information is disseminated to all prospective bidders

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CONTRACT TERMS AND CONDITIONS

1. AWARD OF CONTRACT

- a. SCLA 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, to include acknowledgement of any applicable addendum(s); length and nature of warranties; past experiences of SCLA 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.
- b. SCLA further reserves the right to award the contract to other than the lowest Bidder if such action is deemed to be in the best interest of SCLA and to award any portion of or all of this service agreement to one or more bidders.

2. TERM OF CONTRACT

The term of this contract shall be from the date of award, until the end of the **2015-2016** fiscal year (June 30, 2016); 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 SCLA.

3. CONTRACT EXECUTION

The successful bidder shall execute a Contract with SCLA for the services to be provided. A sample contract is provided as Attachment B at the end of this RFQ.

4. TERMINATION FOR CONVENIENCE

This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, SCLAA shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

5. TERMINATION FOR DEFAULT

This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, SCLAA shall only be liable for payment under the

REQUEST FOR QUOTE

payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

6. **INSURANCE**

Proposer's attention is directed to the insurance requirements set-forth.

The Proposer 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 subproposers.

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

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code I (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.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Southern California Logistics Airport Authority (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:

REQUEST FOR QUOTE

1. The SCLA, 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 SCLA, 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 SCLA, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the SCLA, 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 SCLA, 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 SCLA.

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 SCLA 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 SCLA. All endorsements are to be received and approved by the SCLA before work commences. As an alternative to the SCLA'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.

REQUEST FOR QUOTE

7. **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. The parties may agree to some other form of alternative dispute resolution. Should either party file a court action to resolve any dispute pertaining to this Agreement, any court action shall be initiated in the County of San Bernardino.

8. **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.

9. **GUARANTY**

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 bid (reference page 10).

Full compensation for furnishing the guaranty 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 thereof.

10. **INDEMNIFICATION**

Notwithstanding the limits of any insurance, Contractor shall indemnify SCLA and the City, 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 SCLA and the City its officials, officers, agents, volunteers or employees, and in connection therewith:

REQUEST FOR QUOTE

(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 SCLA and the City, 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 SCLA and the City, its officials, volunteers, officers, agents, and employees harmless therefrom;

(c) In the event SCLA and the City, 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 SCLA and the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by SCLA and the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(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.

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11. **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.

12. **PROHIBITED INTEREST**

No member, officer, or employee of SCLA and the City of Victorville or of a local public body shall have any interest, direct or indirect, in this contract of 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 SCLA and the City of Victorville has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than SCLA and the City of Victorville, 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.

13. **NON-COLLUSION AFFIDAVIT**

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

14. **UNFAIR BUSINESS PRACTICE CLAIMS**

In entering into a contract or a subcontract to supply goods, services or materials pursuant to a SCLA 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 SCLA 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).

15. **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

REQUEST FOR QUOTE

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.

16. **DEBARRED LIST**

“No participation in the procurement process shall be permitted by any vendor who has been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.” (See Submission Certification, Page 21-22).

[END OF THIS PAGE]

REQUEST FOR QUOTE

SOUTHERN CALIFORNIA LOGISTICS AUTHORITY FORMS SUBMISSION CERTIFICATION

I hereby submit to SCLA the following proposal for work outlined in plans and specifications entitled Project ES16-060 RFQ- Automated Access Control System Maintenance & Repair. 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 11)
- Bidder Guarantees (Page 12)
- Bidder Identification (Page 13)
- Worker's Compensation (Page 14)
- Non-Collusion Affidavit (Page 15)
- Addenda (Page 16)
- Customer References (Page 17)
- Signature Authorization (Page 18)
- Bid Form (Page 19-21)
- Debarred List Certification (Page 22-23)
- Additional Information (Page 24)
- Exception Form (Page 25)
- SB 854 DIR Requirements (Page 26)

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

Project ES16-060, RFQ for Automated Access Control System Maintenance & Repair

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SOUTHERN CALIFORNIA LOGISTICS AIRPORT GUARANTY

TO THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT, CALIFORNIA

The undersigned guarantees the completion of **“ES16-060, Lenel Automated Access Control System Maintenance & Repair.”**

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 Contract 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.

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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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SOUTHERN CALIFORNIA LOGISTICS AIRPORT

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

REQUEST FOR QUOTE

SOUTHERN CALIFORNIA LOGISTICS AIRPORT
NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Per Public Contract Code Section 7106)

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN BERNARDINO)

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

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNED: _____ Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature _____

REQUEST FOR QUOTE

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 AND SIGN.

ADDENDUM NO. DATED

ADDENDUM NO. DATED

ADDENDUM NO. DATED

ADDENDUM NO. DATED

NAME OF BIDDER

ADDRESS

TELEPHONE NO.

BY: _____
Signature

REQUEST FOR QUOTE

SOUTHERN CALIFORNIA LOGISTICS AIRPORT RFQ FOR AUTOMATED ACCESS CONTROL SYSTEM MAINTENANCE & REPAIR PROJECT #ES16-060

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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SOUTHERN CALIFORNIA LOGISTICS AIRPORT SIGNATURE AUTHORIZATION

Proposer/Bidder: _____

- A. I hereby certify that I have the authority to offer this proposal/bid to the SOUTHERN CALIFORNIA LOGISTICS AIRPORT 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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SOUTHERN CALIFORNIA LOGISTICS AIRPORT, CALIFORNIA RFQ FOR AUTOMATED ACCESS CONTROL SYSTEM MAINTENANCE & REPAIR

BID PROPOSAL FORM

The undersigned declares that the specifications and contract documents have been carefully examined; and being familiar with all conditions surrounding the work, including the availability of services, the undersigned hereby proposes to furnish all services, and incidentals, to complete all work. All of the aforementioned shall be done in accordance with contract documents for the price set forth in the following schedule.

Bidders shall include any/or all Government, volume or applicable discounts. Unit pricing provided shall remain valid for the term of this contract regardless of quantity changes.

Note: Fee to include all appropriate taxes, delivery, and any/all discounts. **Provide a price per labor category (in accordance with State prevailing wage).**

Service Rate Schedule (labor):

ITEM	DESCRIPTION	PROPOSAL FEE
1	Service Rate - regular time per hour Regular Hours are:_____	\$
2	Service Rate - overtime rate per hour Overtime Hours are:_____	\$
3	Service Rate – after hours per hour After Hours are:_____	\$
4	Service Rate – weekend days per hour Weekend Hours are:_____	\$
5	Service Rate – holidays per hour	\$
6	Travel Time – rate per hour	\$
7	Software Engineer rate – regular time per hour (Engineer to provide support and assistance for new projects and installations)	\$
8	Percentage of mark-up costs on parts -	\$

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Lenel SUSP and Licenses/Windows Licenses Rate Schedule (materials):

ITEM	QTY	DESCRIPTION	PRICE PER	PROPOSAL FEE
1	1	Lenel Software Support Agreement	\$	\$
12	2	Win server licenses (renewal)	\$	\$
13	1	MS SQLStandard Server License (renewal)	\$	\$
14	2	Windows Operating System client license (renewal)	\$	\$

Lenel Certification levels:

DESCRIPTION	NUMBER OF EMPLOYEES LOCATED IN SCLA AREA
Certified Lenel Access and Video Employees	
Experts in Access Control	
Professionals in Access Control	
Professionals in Video	
Professionals in Lenel database	
Employees experienced with SQL Programming and Custom Reports	

Warranty Period for services provided: _____

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Normal Response Time: _____

Emergency Response Time: _____

Payment Terms: _____

Bidder: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Federal
I.D.No.: _____

Signature: _____ Date: _____

Name
Printed: _____ Title: _____

REQUEST FOR QUOTE

SOUTHERN CALIFORNIA LOGISTICS AIRPORT

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 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 SCLAA may render the Offeror/Bidder nonresponsible.

REQUEST FOR QUOTE

(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.

(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 SCLAA, 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: _____

Name
Printed: _____ Title: _____

REQUEST FOR QUOTE

SOUTHERN CALIFORNIA LOGISTICS AIRPORT EXCEPTION FORM

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in the RFB, list the exception(s) below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter “**NONE**” for the first item. (Make additional copies of this form as necessary.)

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

REQUEST FOR QUOTE

NEW CLAUSE RE: SB 854

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 City of Victorville will not register a contractor/subcontractor, nor collect funds for registration.

Contractors or subcontractors submitting bids must be registered by March 1, 2015. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000.00 applies to all projects awarded on or after April 1, 2015. 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.

If you intend to bid or provide services on City projects in the future, please ensure you are registered with the DIR prior to March 1, 2015. Effective immediately, the City 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: _____

ATTACHMENT A
SPECIFICATIONS

REQUEST FOR QUOTE

SOUTHERN SCOPE OF WORK AUTOMATED ACCESS CONTROL SYSTEM MAINTENANCE & REPAIR

The undersigned declares that the scope of work and contract documents have been carefully examined; and being familiar with all conditions surrounding the project, the aforementioned shall be done in accordance with said contract documents for the price set forth in the following schedule:

Proposal pricing shall include, but is not limited to, labor, materials and incidentals required for the proper installation, setup, and testing of the project.

Note: Fee to include all appropriate taxes, delivery, and any/all discounts.

OBJECTIVE: Establish a maintenance, repair and support contract for the existing Automated Access Control System located at Southern California Logistics Airport (SCLA). The term "Automated Access Control System" or "System" incorporates all software and hardware components that comprise the Automated Access Control System, including but not limited to, card readers, cameras, uninterrupted power supplies, batteries, Lenel and Microsoft software, and associated access control and monitoring hardware. This System is not, and will not be connect to the internet.

SCOPE OF WORK: The Contractor shall insure that only Lenel certified personnel shall work on this project. Contractor shall be responsible to provide troubleshooting and repair for all of the Automated Access Control System on a regular and on-call basis to include fiber power repairs included in the system. Provide licensing and support and hardware and software licensing, support, updates and repairs for same. Contractor will be required to provide a Lenel Software Support Agreement for the SCLA. Contractor will initiate all System software updates as they become available by contacting SCLA staff and scheduling the update. Provide on-call service, parts and support and assist with new projects and installations. Contractor will report any complications preventing updates from being installed directly to the SCLA staff member assigned. During Automated Access Control System updates or repairs, provide a detailed plan to ensure that disruption of system operation is minimized, scheduled, and communicated to SCLA staff. All down-time is to be scheduled in advance with the SCLA staff member assigned. The Contractor shall insure that only Lenel certified personnel shall work on the Automated Access Control System. Documentation for all service is to be provided at the completion of the service and prior to leaving the premise if the service is performed on-site.

The contractor shall have the following response times:

- 4 hour critical response time;
- 24 hour semi critical response time; and
- 48 hour non critical/scheduled response time.

**ATTACHMENT B-
SAMPLE CONTRACT**

SAMPLE

GENERAL SERVICES PROVIDER STANDARD AGREEMENT
BY AND BETWEEN
SOUTHERN CALIFORNIA LOGISTIC AIRPORT AUTHORITY
AND
(NAME OF SERVICE PROVIDER)
FOR
(TITLE OF PROJECT, PROJECT NUMBER)

THIS GENERAL SERVICES PROVIDER STANDARD AGREEMENT (hereinafter “Agreement”), is made and entered into by and between the Southern California Airport Authority a California joint powers authority located in the County of San Bernardino, State of California, hereinafter referred to as “SCLAA”, and **(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, SCLAA requires **(DESCRIBE SERVICES)** and;

WHEREAS, in light of the facts set forth above, SCLAA desires to retain the services of a qualified service provider to provide, on an independent contractor basis, **(DESCRIBE SERVICES)**.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, 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 fully herein.

Section 2. SCOPE OF SERVICES

Service Provider shall provide to SCLAA those services set forth in the Scope of Services, attached hereto as Exhibit “A”, and incorporated as part of this Agreement by this reference.

REQUEST FOR QUOTE

Section 3. COMPENSATION

SCLAA shall pay a total amount not to exceed **SPELL OUT DOLLAR AMOUNT AND 00/100 DOLLARS (\$0.00)** for the services rendered by Service Provider pursuant to this Agreement, subject to the provisions of Section 4.

Section 4. FEE SCHEDULE

SCLAA shall pay Service Provider as provided in the Fee Schedule, attached hereto as **Exhibit “B,”** and incorporated as part of this Agreement by this reference. The provisions of **Exhibit “B”** notwithstanding, in order to receive payments, Service Provider shall be required to submit to SCLAA monthly invoices detailing all services performed. Provided that services have been satisfactorily rendered, invoices shall be paid by SCLAA approximately thirty (30) working days following receipt of Service Provider’s invoice.

Section 5. RESERVED

Section 6. TERM OF AGREEMENT

This Agreement shall be for an initial term of **(NUMBER of MONTHS),** commencing on **(COMMENCEMENT DATE)** (the “Commencement Date”) and expiring on **(TERMINATION DATE)** (the “Termination Date”) (the “Term”), unless terminated earlier pursuant to Section 21 of this Agreement. 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 21 below.

This Agreement may be extended for **(NUMBER OF YEARS, MONTHS, ETC.)** (hereinafter “Option Periods”), at the option of SCLAA, 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 21 below. Should SCLAA fail to give Service Provider the sixty (60) days written notice of its intention to exercise any Option Period, SCLAA may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Service Provider.

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Section 7. INDEPENDENT CONTRACTOR STATUS

Service Provider shall at all times during the Initial Term of this Agreement, and (if applicable during any Option Periods), perform the services described in this Agreement as an independent contractor.

Section 8. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF SERVICE PROVIDER

a. Service Provider represents and acknowledges the following:

(1) SCLAA is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement do not have to be integrated into the daily business operations of SCLAA.

(3) The services described in this Agreement can be performed without the use of SCLAA equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that SCLAA must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) SCLAA will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of SCLAA.

b. SCLAA represents and acknowledges the following:

(1) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(2) SCLAA will not hire, supervise, or pay any employees or assistants working for Service Provider pursuant to this Agreement. Nothing contained in this Agreement shall prevent SCLAA from hiring Service Provider's employees or assistants after termination of this Agreement.

REQUEST FOR QUOTE

(3) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with SCLAA on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

(5) Service Provider is not required to devote full time to the business operations of SCLAA in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Service Provider is not required to perform the services set forth in this Agreement at City Hall or on SCLAA-owned property.

(7) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 9. NOT AGENT OF SCLAA

a. Nothing contained in this Agreement shall be deemed, construed, or represented by SCLAA or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, express or implied, to act on behalf of SCLAA in any capacity whatsoever as an agent, nor shall Service Provider have any authority, express or implied, to bind SCLAA to any obligation whatsoever.

Section 10. LICENSES AND PERMITS

Service Provider represents that it has obtained and will maintain at all times during the initial Term, and (If Applicable, during any Option Periods) of this Agreement all business licenses, including but not limited to a City of Victorville business license, certifications, or permits necessary for performing the services described in this Agreement.

Section 11. WARRANTY

Service Provider agrees to perform all services required by this Agreement in a workmanlike competent and satisfactory manner in accordance with the standards prevalent in the industry for such services.

Section 12. FAMILIARITY WITH WORK

Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the services or as represented by SCLAA, Service

REQUEST FOR QUOTE

Provider shall immediately inform SCLAA of such fact and shall not provide any services, except at Service Provider's risk, until written instructions are received from **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee.

Section 13. CONFLICTS OF INTEREST

Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such an interest shall be employed by it. In the event SCLAA determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with Authority Secretary's Office pursuant to the written instructions provided by the Authority Secretary's Office.

Section 14. COMPLIANCE WITH LAWS

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

Section 15. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), commercial 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 Service Provider or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Service Provider shall further procure and maintain, at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods) 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 utilized by Service Provider or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

Section 16. WORKERS' COMPENSATION INSURANCE

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), workers'

REQUEST FOR QUOTE

compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the SCLAA.

Section 17. RESERVED

Section 18. ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name SCLAA, and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the SCLAA Attorney, as Additional Insureds.

Section 19. WAIVER OF SUBROGATION RIGHTS

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the SCLAA and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 20. PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS

a. Service Provider shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the Authority Secretary certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide 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 cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to SCLAA of such termination or expiration.

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d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term, and (if applicable during any Option Periods) of this Agreement.

e. The commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Service Provider's coverage shall be primary with respect to SCLAA. Any insurance maintained by SCLAA shall be in excess of Service Provider's insurance and shall not contribute with it."

Section 21. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, SCLAA shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, SCLAA shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

Section 22. TIME OF THE ESSENCE

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

Section 23. INDEMNIFICATION

a. Service Provider shall defend, indemnify, and hold harmless SCLAA, its officers, employees, representatives, and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys fees, for any personal injuries, deaths, or property damage (including property owned by SCLAA), which may arise out of Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement, unless such losses or damages are proven to be caused by SCLAA's own negligence or willful misconduct, or that of its officers or employees.

b. SCLAA does not and shall not waive any rights that it may have against Service Provider under this Section, because of the acceptance by SCLAA, or the deposit with SCLAA, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

REQUEST FOR QUOTE

Section 24. REPORTS

Upon request by **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, Service Provider shall prepare and submit reports to SCLAA concerning Service Provider's performance of the services required by this Agreement.

Section 25. RECORDS

a. Service Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **(INSERT DEPT. HEAD NAME AND TITLE)**, 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. **(INSERT DEPT. HEAD NAME AND TITLE)**, 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 Service Provider hereunder shall be retained by Service Provider and made available to **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 26. RESERVED

Section 27. CONFIDENTIALITY

a. Any and all documents and information obtained from SCLAA or prepared by Service Provider for SCLAA shall be kept strictly confidential unless otherwise provided by applicable law. All SCLAA data, documents and information shall be returned to SCLAA upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, or as required by applicable law.

c. Service Provider shall not disclose to any other entity or person any information regarding the activities of SCLAA, except with the prior written approval of **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, or as required by applicable law.

REQUEST FOR QUOTE

Section 28. PRINCIPAL REPRESENTATIVES

a. **(PROVIDER REPRESENTATIVE NAME AND TITLE)**, are designated as the principal representatives of Service Provider for purposes of communicating with SCLAA on any matter associated with the performance of the services set forth in this Agreement.

b. **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, shall be the principal representative(s) of SCLAA for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

Section 29. MODIFICATIONS AND AMENDMENTS

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

Section 30. ENTIRE AGREEMENT

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

b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement 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.

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

Section 31. 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.

REQUEST FOR QUOTE

Notwithstanding the foregoing, the Parties agree that **Exhibit "A"** is attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this General Services Provider Standard Agreement and **Exhibit "A"**, the terms of this General Services Provider Standard Agreement shall control and nothing set forth in **Exhibit "A"** shall be deemed to supersede any of the provisions of this General Services Provider Standard Agreement.

Section 32. NOTICES

- a. 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 the SCLAA: **(DEPT. HEAD NAME AND TITLE)**

 (REQUESTING) Department
 Southern California Logistics Airport
 Authority
 18374 Phantom West
 Victorville, CA 92394

To Provider: **(PROVIDER REP. NAME AND TITLE)**
 (COMPANY NAME)
 (ADDRESS)
 (CITY, STATE, ZIP)

- 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.

Section 33. NON-LIABILITY OF SCLAA OFFICERS AND EMPLOYEES

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

Section 34. REVIEW BY ATTORNEYS

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

Section 35. WAIVER

a. No waiver shall be binding unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

Section 36. ASSIGNMENT

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

Section 37. CARE OF WORK

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

Section 38. 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 39. 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 40. GENDER

REQUEST FOR QUOTE

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 41. 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 42. 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.

Section 43. DEFAULT

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

Section 44. CUMULATIVE REMEDIES

REQUEST FOR QUOTE

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 45. 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 46. ATTORNEYS' FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 47. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon SCLAA, until signed by the authorized representative(s) of Service Provider, approved by the Authority Risk Manager, and executed by the authorized SCLAA personnel or Authority Chairman.

Section 48. 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.

Section 49. COUNTERPARTS

This Agreement may be executed by the parties in counterparts, and when executed by each of the parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

REQUEST FOR QUOTE

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

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

(SERVICE PROVIDER)

By: _____

By: _____

Keith C. Metzler, Assistant Executive Director

**(INSERT NAME & TITLE OF
PERSON SIGNING ON BEHALF
OF SERVICE PROVIDER)**

Dated: _____

Dated: _____

**SOUTHERN CALIFORNIA LOGISTICS
AUTHORITY**

AS TO STANDARD FORM:

By: _____

By: _____

**Chuck Buquet,
Authority Risk Manager**

**Andre de Bortnowsky,
Authority Legal Counsel**

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF SERVICES

See Attachment

EXHIBIT B

FEE SCHEDULE

See Attachment