



Southern California

LOGISTICS AIRPORT

Request for Proposal Number

ES16-061

FOR

PROFESSIONAL BROKERAGE SERVICES

Bid Opening Date:

January 13, 2016

2:00 P.M. (PST)

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This solicitation package includes the sections and subsections listed below. If any of these items are missing from your solicitation package, please notify the contact identified in Section 1(C).

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Southern California Logistics Airport Authority
SECTION 1 - REQUEST FOR PROPOSALS

- A. **INTRODUCTION:** The Southern California Logistics Airport Authority ("Authority") is accepting sealed proposals for **PROFESSIONAL BROKERAGE SERVICES**. The Authority is seeking qualified Commercial Real Estate Brokerage companies who have a working knowledge of the area of the subject property or properties, hereto known as Proposer(s), to provide professional brokerage services, with particular emphasis on comprehensive real estate analyses, procurement of qualified, potential airport and industrial manufacturing tenants, and interpretation and assessment of current market trends.
- B. **SUBMITTAL LOCATION, CLOSING DATE, AND TIME:** Proposals will not be received after the "closing" date and time indicated. Faxed or emailed proposals will not be accepted.

Submittal Closing: January 13 , 2016, at 2:00 pm, PST

Location: City of Victorville - City Hall
14343 Civic Drive, Victorville, California 92392
Purchasing Section, 2nd Floor

- C. **INQUIRIES:** Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request it in writing, no later than ten (10) days before proposal due date to allow a reply to reach prospective Proposers before the proposal submission date. Verbal explanations or instructions given during any phase of this solicitation will not be binding. Any information given a prospective Proposer will be furnished promptly as an amendment to the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective bidders. Inquiries regarding this solicitation should be directed to:

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

Please reference "Request for Proposal #ES16-061" when contacting the City regarding this solicitation. The City Web Page, <http://www.victorvilleca.gov>, under the heading "Purchasing Bids", will contain a copy of this document as well as a summary of any/all applicable addenda.

- D. **SELECTION CRITERIA:** Selection among the proposals received will be based upon the following:
1. Proposer's organization structure and qualifications and experience of management and staff.
 2. Proposer's executive summary and specifications.
 3. Assigned Broker's Specific Airport Leasing Experience.

4. Proposer's Marketing Plan, Technical Approach and Strategy.
5. Proposer's brokerage fee percentage.
6. Proposer's ability to commence work immediately after execution of the contract.

Dated: December 22, 2015

Marcie Wolters, Deputy Authority Secretary

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
SECTION 2 - TERMS AND CONDITIONS**

NOTE: IT IS THE OFFERER'S RESPONSIBILITY TO EXAMINE
THE "REQUEST FOR PROPOSAL" SOLICITATION IN ITS ENTIRETY
PRIOR TO SUBMITTING A PROPOSAL.

A. **WAITING PERIOD**: Proposals shall be firm offers, subject to acceptance or rejection for a period of up to sixty (60) days from the date of the proposal opening until proceedings are completed and an award is made. Proposer shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.

B. **INSURANCE**: Proposer's attention is directed to the insurance requirements set-forth.

Proposers are required to provide with their proposal, certificates of insurance verifying coverage, as well as a letter from the Proposer's insurance agent or corporate Risk Management Department acknowledging that the Proposer is able to comply with all insurance requirements. It is highly recommended that Proposers confer with their respective insurance carriers or brokers to determine in advance of proposal submittal, the availability of insurance certificates and endorsements as prescribed herein.

During the term of this Contract, the consultant shall maintain at consultant's sole expense, the following insurance.

Minimum Scope of Insurance:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 02 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 04 04 03 81 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage, "occurrence" form CG 00 01 11 85. 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, endorsement CG 25 03 11 85 or CG 25 04 11 85, or the general aggregate limit shall be twice the required occurrence limit. (\$2,000,000)
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 01 87, covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25 (Ed. 01 86).
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
4. Professional Liability and errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents in conjunction with the services to be provided. Coverage limits shall be \$1,000,000 or more, per claims made without reduction for claims paid during the policy period. The carrier should be duly insured and authorized to issue similar insurance policies for this nature in the State of California.

Deductibles and Self-Insured Retention:

Any deductibles or self-insured retention must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Authority, its officers, officials, employees and volunteers; or the proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1. General Liability and Automobile Liability Coverage
2. The Authority, its officers, officials, employees and volunteers are to be covered as insured, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 01 78), as respects: liability arising out of activities performed by or on behalf of the proposer, products and completed operations of the proposer, premises owned, occupied or used by the proposer, or automobiles owned, leased, hired or borrowed by the proposer. The coverage shall contain no special limitations on the scope of protection afforded to the Authority, its officers, officials, employees or volunteers.
3. The proposer's insurance coverage shall be primary insurance as respects the Authority, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the proposer's insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, employees or volunteers. The proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The proposer may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

Workers' Compensation and Employers Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Authority, its officers, officials, employees, and volunteers for losses arising from work performed by the proposer for the Authority.

All Coverages

Each insurance policy required by this contract 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 Authority.

Acceptability of Insurers:

With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California.

Verification of Coverage:

Proposer shall furnish the Authority with certificates of insurance and with original endorsements effecting coverage required by the Authority for themselves and all subproposers prior to commencing work or allowing any subproposers to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

Submittal of Certificates:

Proposer shall submit all required certificates and endorsements to the following:

Elizabeth Salcido
Finance Technician
City of Victorville
14343 Civic Drive
Victorville, CA 92392

- C. **PROPOSAL PREPARATION COSTS**: The Authority is not, nor shall be deemed liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.
- D. **PROPOSAL INCLUSIONS**: The "Request for Proposal" documents shall be returned in their entirety, with **ALL** applicable portions fully completed by the Proposer. All Proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the proposal requirements prior to submitting as outlined elsewhere in this document.
- E. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING**: Any Proposer may request the withdrawal of their submitted proposal, by written request, at any time **prior** to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the Authority will consider the Proposer's proposal null and void, and return the proposal to the Proposer unopened. Withdrawal of Proposer's proposal will not prejudice Proposer's resubmittal for this or any future proposal(s).
- F. **MISTAKE IN PROPOSAL**: Any Proposer may withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Proposer can establish to the Authority's satisfaction, that a mistake was made in preparing the proposal.
 - 1. A Proposer declaring a mistake must provide a written notice to the Authority within five (5) calendar days following the scheduled closing date, specifying in detail, how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
 - 2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal. A Proposer who claims a mistake shall be **prohibited** from submitting further proposals on the Project on which the mistake was claimed.

- G. **PROPOSAL LABELING**: The proposal shall be submitted in a **sealed envelope** with all original pages intact. Proposal envelopes must be **plainly marked** and submitted as follows:

PROPOSAL FOR PROFESSIONAL BROKERAGE SERVICES, RFP #ES16-061

- H. **PROPOSAL SUBMITTAL**: All Proposers shall complete and return one (1) original and three (3) copies of their proposal. All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. **Any proposal found to be illegible or incomplete shall be considered for rejection.** Whether sent by courier, mail, or by means of personal delivery, Proposers assume full responsibility for having their proposal deposited at the proper address and not later than the scheduled closing time. **Faxed or emailed** proposals or modifications will not be considered. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names, will not be considered.
- I. **PROPOSAL ACCEPTANCE**: The Authority reserves the right to accept, or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The Authority further reserves the right to award the contract to other than the ranked number one (1) Proposer if such action is deemed to be in the best interest of the SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY.
- J. **INTERPRETATION OF DOCUMENTS**: During the proposal solicitation period, should a Proposer find discrepancies or omissions in any part of the "Request for Proposal," or should the Proposer be in doubt as to their interpretation, the Proposer shall immediately notify the contact indicated in Section 1(C), above. Should it be found necessary, an addendum will be sent to all Proposers. Any addenda issued prior to the scheduled proposal closing date and time, shall form a part of this solicitation and shall become a part of the submitted proposal.
- Exceptions to this Request for Proposals: Any changes from the provisions of this Request for Proposals, which may be desired by the Proposer, shall be specifically noted on the form provided in Section 3, Page 3-6.
- K. **UNDERSTANDING OF THE PROJECT**: The proposal shall contain a detailed explanation of the project. Do not reiterate the contents of the RFP. The information offered should be a compendium of the firm's knowledge of the area, an understanding of the technical needs and of the political climate. The proposer should express knowledge of the people in the area most impacted by the project.
- L. **PROJECT SCHEDULE**: The proposal shall contain a table showing elements of work corresponding to the Detailed Scope of Work and proposed task completion. The table shall clearly show that the proposer intends to commit sufficient resources to meet the requested task.
- M. **COMMISSION CALCULATIONS**: The proposal shall contain a proposed commission calculation and shall be inclusive of all fees and costs associated with this contract. No other charges will be considered. Proposed commission calculation is required to be fixed for the term of the contract.

1. Proposer's commission calculation shall be indicated on **Proposal Sheet** (provided in Section 3), for professional brokerage services, as required in Section 4, "Technical Provisions." Each Proposer shall fully complete **all** parts of the Proposal Sheet, or their Proposal may be considered for rejection.
 2. Be advised that, at any time, the Authority may require the Proposer to further itemize and detail components of any or all proposal fee(s), invoices, etc.; e.g., labor, materials, sales tax, etc.
 3. All items presented by the successful Proposer in his/her proposal shall be subject to negotiations between the Authority and the Proposer. This may include, but is not limited to, scope, composition of the project team, and commission calculation.
- N. **APPENDIX**: The appendix shall include any suggested additions or modifications to the scope that the proposer believes will enhance the quality of this project. Proposer brochures, exhibits, and any other pertinent documents may also be included in the Appendix.
- O. **PUBLIC RECORD**: Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** become a matter of public record upon contract award, and be made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The proposer who claims such an exemption must also state in the proposal that, "The Proposer agrees to indemnify and hold harmless the Authority and its officers, employees and agents from any claims, liability or damages against the Authority and to defend any actions brought against the Authority for its refusal to disclose such material, trade secrets or other proprietary information to any party."
- P. **CONTRACT EXECUTION**: The Proposer shall execute a Professional/Consultant Services Agreement with the Authority for the Services to be provided. A sample contract is provided as Attachment "A" at the end of this RFP.
- Q. **ACCEPTANCE AND PAYMENT**: Proposer's invoice(s) shall include reference to the professional services agreement issued for the services, and be accompanied by detailed supporting documentation, to include information on services rendered. The Authority shall pay the Proposer's properly executed invoice, subject to approval by the Project Manager, within thirty (30) days following receipt of the invoice. Total payment for all work shall not exceed the agreed upon percentage of gross sale price calculation. Payment will be withheld for any services which do not meet or exceed Authority requirements or have proven unacceptable until such services are replaced, resubmitted and accepted by the Authority.
- S. **FEDERAL, STATE, AND LOCAL LAWS**: The Proposer and all subproposers shall comply with all applicable federal, state, and local laws, rules, and regulations.
- T. **RETENTION OF AND ACCESS TO RECORDS**: At all reasonable times during the term of this contract and for a minimum of three years following final settlement, the Authority, and any designated representative, shall have access to all records related to work performed under this contract and the Proposer and all subproposers shall make such records available for inspection, audit, copying excerpts and transcriptions.

- U. **DRUG-FREE WORKPLACE REQUIREMENTS:** The Proposer and all subproposers shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).
- V. **AMERICANS WITH DISABILITIES:** The Proposer and all subproposers shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- W. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
1. Amendments to the RFP/Contract
 2. Authority Request for Proposal number ES16-061, including the fully executed contract
 3. Consultant's proposal dated (DATE).
- X. **CONFLICT OF INTEREST:** No member, officer, or employee of the Authority or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the Authority has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the Authority, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of 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 and Section 4529.12 of the Government Code of the State of California.

- Y. **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.
- Z. **SMALL AND DISADVANTAGED BUSINESS/AFFIRMATIVE ACTION:** The Authority hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing the proposals for award of contract.

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
SECTION 3 - FORMS**

PROPOSAL SHEET

Proposers shall fully complete this Proposal Sheet and return it with their submittal. All proposal costs shall include respective brokerage fee percentage and all related costs necessary to provide the Professional Brokerage Services for the Authority. At any time, the Authority may require that these costs be itemized.

DESCRIPTION	PERCENTAGE/Fee
Broker's commission for commercial and aviation real estate building leasing and ground leases for development purposes.	_____ %
Fees	
Report	
Other: Itemize	
_____	_____
_____	_____
_____	_____

Vendor will warrant that brokerage commissions paid by parties as stated above are the only compensation (direct or indirect) that will be received by the individuals/firm from transactions contemplated under this RFP. In the event that no transaction occurs as a result of this engagement, vendor shall not be entitled to compensation or reimbursement.

Proposer's Signature

Company Name

Printed Name

Company Address

Title

Date

Each proposal should be identified on the outside of the envelope as "**Professional Brokerage Services, ES16-061**".

PLEASE NOTE - THIS PAGE NEEDS TO BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS "PROPOSAL SHEET ONLY – Professional Brokerage Services, ES16-061."

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

PROPOSER IDENTIFICATION

1. Legal name of Proposer: _____

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 Proposer's principal place of business is located.

Number: _____ Issuing City: _____

9. Federal Tax Identification Number: _____

10. Proposer's Project Manager: _____

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

Company Address

Title

Date

**NON-COLLUSION AFFIDAVIT
(Per Public Contract Code Section 7106)**

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says

that he or she is _____, of _____ ("Proposer") the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposers or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Proposer, or to secure any advantage against the public body making the award of anyone interested in the proposed award; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal fee 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

Signature

Company Name

Printed Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME

This ____ day of _____, _____.

Notary Public

(Seal)

EXCEPTION FORM

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in the "Request for Proposal," list the exceptions 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: _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA:

ADDENDUM NO. _____

DATED _____

NAME OF PROPOSER _____

ADDRESS _____

TELEPHONE NO. _____

By: _____
Signature Title

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
SECTION 4 - TECHNICAL PROVISIONS**

I. BACKGROUND

The Southern California Logistics Airport Authority has an extensive real estate portfolio consisting of land and buildings and is interested in maximizing the potential of Authority-owned properties. To optimize its property holdings, the Authority has a desire to acquire professional brokerage services from a commercial real estate company with specialized experience in the leasing of buildings and ground leasing of real estate for development purposes of airport related properties to aerospace and industrial manufacturing users. This Request for Proposal (RFP) is being issued to solicit proposals from qualified Commercial Real Estate Brokerage companies, who have a working knowledge of the area of the subject property or properties, hereto known as Proposer(s), to provide professional brokerage services, with particular emphasis on comprehensive real estate analyses, procurement of qualified, potential airport and industrial manufacturing tenants, and interpretation and assessment of current market trends. This RFP shall be awarded to the Proposer(s) determined, by the Authority, to provide the overall best value to the Authority, based on the RFP requirements, including cost proposal.

II. OBJECTIVE

The objective of this RFP is to make an award to a qualified Proposer that delivers airport-specific Commercial Real Estate Professional Brokerage Services, which represents the best overall value to the Authority meeting the specifications and requirements of this RFP. The Authority's key objective in the leasing of these properties is to optimize the return on the properties, under the direction of the Authority.

III. SCOPE

The principal responsibilities of the Proposer shall be to maximize real estate leasing opportunities on behalf of the Authority by providing professional brokerage services, under the direction of the Authority's Assistant Executive Director and the City's Economic Development Division Head and to provide accurate and detailed record keeping for all services related to the property negotiations.

IV. AUTHORIZED AUTHORITY REPRESENTATIVE

Sophie Smith, Economic Development Division Head, is the Authority's authorized representative for this project. She can be contacted at (760) 955-5033, or (email) ssmith@ci.victorville.ca.us.

V. CORE REQUIREMENTS

The principal responsibility of the Proposer shall be to provide services to facilitate the leasing of property, with particular emphasis on comprehensive real estate analyses, assessment of property leasing opportunities, interpretation and assessment of current market trends. The professional brokerage services shall include, but are not necessarily limited to:

1. Analysis of the subject real estate .
2. Assessment of current market conditions.
3. Assessment of property leasing opportunities.
4. Development of a marketing plan.
5. Property Valuation Estimates (Broker Opinion of Value).
6. Negotiations.
7. Transaction Execution.
8. Reports: Proposer shall submit Marketing reports, leasing comparable data, and current listings in an electronic format specified by the Authority's Economic Development Division Head. Market report shall contain a minimum of inquiries received, specific market outreach efforts, and results of follow-up. All such reports become the property of the Authority, unless otherwise agreed to in writing by both parties. Subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 et. Seq, (i), the Authority shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by Proposer under this Agreement.

The Proposer must have a current Real Estate Broker or Sales License, which must be included in the response to the RFP and identify any license infractions during the past ten (10) years, as well as any ensuing actions taken by the Department of Real Estate (DRE).

VI. KNOWLEDGE OF AREA

The Proposer must have knowledge of the specific area of the property for which a Proposal is submitted and describe specific knowledge of the area, resources that were used to gain knowledge, and accuracy of information.

VII. QUALIFICATIONS

To enable the Authority to evaluate the qualifications and experience of the Proposer(s) please provide the following information:

1. Organization Structure:

Describe your organizational structure as it relates to the provision of professional brokerage services to the Authority.

2. Key Staff:

Identify dedicated staff to be assigned, and describe their reporting relationships.

3. Resumes/Experience:

For all brokers/sales persons to be assigned to the Authority project, provide detailed resumes and attach the resumes to your firm's submittal. Provide one information sheet per broker/sales person. The resume shall include: the individual's name, her/his current duties, years of relevant experience, years of education and extra qualifications/licensing and include, at a minimum.

4. Marketing Plan:

Proposers shall describe how they would develop and implement a detailed marketing plan to maximize the Authority's interests in the leasing of Authority owned properties. The marketing plan shall include, but are not limited to, the following areas:

- a. Qualifying prospective tenants.
- b. Market Surveys.
- c. Report preparation.
- d. Proposal/offer evaluation and negotiation strategy.
- e. Recommendations on pricing and positioning of properties.
- f. Implementation of marketing plan.
- g. Updates as required.

5. References/Experience:

- (a) Name, title and phone number of three (3) client contacts;
- (b) Description of three (3) properties leased within the past three (3) years (address, square footage, property characteristics) in the specific submarket of the subject properties;
- (c) Duration of the Assignment (identify start date, end date, and major milestones, Scope of Assignment, ability to perform comparable work for a city or agency of similar size, is desirable). Previous experience in providing professional real estate brokerage services in airport commercial land leasing transactions will be an important consideration.

6. Submittals:

One (1) original and three (3) copies of the proposal must be received by the Authority no later than 2:00p.m., PST, on the 13th day, January, 2016, proposals should be submitted to:

City of Victorville
Elizabeth Salcido – Purchasing Section
14343 Civic Drive
Victorville, California 92392

Submittals shall be in a sealed, opaque envelope, clearly marked to identify them as proposals for the subject matter.

1. Name of brokers and sales associates who would be involved with the project, their professional qualifications, related experience, and license numbers. Designate who would be the broker in charge of the project, and who would be the Authority's contact throughout the life of the project.
2. Provide a representative listing of projects completed in the past three years, with special emphasis on projects such as this one.
3. List all other firms/subproposers, their qualifications, and experience, who will be performing work and the type of work on this project.
4. List any other information that might aid in the Authority's selection committee review process in ascertaining the firm's qualifications.

5. Provide a detailed breakdown of the marketing plan and individual's knowledge of the area assigned to this project.
6. Proposals shall be signed by an officer authorized to bind the proposer and shall contain a statement to the effect that the proposal constitutes a firm offer for at least ninety (90) days from the last day for receipt of proposal set forth herein.

Proposal Sheet (i.e. fee schedule) shall be submitted in a separate, sealed envelope clearly marked "Proposal Sheet Only – Professional Brokerage Services, ES16-061."

The Authority will not be responsible for any expenses incurred by Proposers in preparing and submitting a Proposal or in making an oral presentation or demonstration.

VIII. SELECTION PROCESS

A. Selection Committee

All proposals will be reviewed by the selection committee with regard to qualifications and experience. Those qualified firms may be invited to make an oral presentation to the selection committee. The selection committee shall consist of representatives of the following:

Southern California Logistics Airport Authority

1. Assistant Executive Director
2. Economic Development Division Head
3. Airport Division Head

B. Evaluation Criteria

Evaluations will be based on the following criteria;

CRITERIA	MAXIMUM POINTS	RATING
1. Proposer's Organization structure, Qualifications and Experience of Management and Staff.	10	
2. Proposer's Executive Summary and Specifications.	10	
3. Assigned Broker's Specific Airport Leasing Experience	50	
4. Proposer's Marketing Plan, Technical Approach and Strategy.	10	
5. Proposer's brokerage fee percentage.	10	
6. Proposer's ability to commence work immediately after execution of the contract.	10	
Total	100	

The Authority has the right to accept the Proposal, which serves the best interest of the Authority, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having a discussion, negotiation or best and final offer for their Proposals.

The Authority reserves the unilateral right to cancel this RFP, in whole or in part, or reject all Proposals submitted in response to this RFP when such action is determined to be fiscally advantageous to the Authority or otherwise in the best interest of the Authority; the unilateral right to award a contract in whole or in part; to award a contract to one or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary to serve the best interest of the Authority.

IX. EXECUTIVE SUMMARY

The Executive/Management Summary shall contain a brief narrative or summary of how the Proposal meets the needs of the Authority incorporating Proposer's understanding of the background, scope of work, and objective as specified in Sections I, II, and III of the RFP. Describe the firm's corporate philosophy with particular emphasis on client support, the role of the firm's staff and the in-house Authority project management staff, chain of command, etc. In addition, please describe how the potential for conflicts of interest will be minimized, with particular emphasis on dual representation issues.

Attachment A

Sample Agreement

**CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT
BY AND BETWEEN
SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
AND
[CONSULTANT]
[TITLE OF PROJECT]**

THIS CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT (hereinafter “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 the “Authority”, and [CONSULTANT], a [STATE FORM OF BUSINESS], hereinafter referred to as “Consultant.” Authority and Consultant are sometimes hereinafter referred to individually as a “Party” and collectively referred to as the “Parties.”

RECITALS:

WHEREAS, the Authority requires [DESCRIBE CONSULTANT PROFESSIONAL SERVICES] for [DESCRIBE PROJECT], and;

WHEREAS, Consultant represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the Authority desires to retain the services of a qualified Consultant 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

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

Section 3. COMPENSATION

The Authority shall pay to Consultant a Commission not to exceed percentage of lease calculated as follows: _____ for faithful performance of the services to be rendered under this Agreement, subject to the Payment Schedule provisions of Section 4, below (as may be applicable). No expense reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in Exhibit "B", below; (ii) appear on Consultant's monthly invoices to Authority; (iii) are supported by the appropriate receipts and other such documentation as Authority shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any Authority policy governing same.

Section 4. PAYMENT SCHEDULE

The Authority shall pay Consultant as provided in the Payment Schedule, attached hereto as Exhibit "B," (as may be applicable), and incorporated as part of this Agreement by this reference. The provisions of Exhibit "B" notwithstanding, in order to receive payments, Consultant shall be required to submit to the Authority detailed monthly invoices which include, if applicable, a description of all services/tasks performed, the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any, as required by Section 3, above. Provided that services have been satisfactorily rendered, invoices shall be paid by the Authority approximately thirty (30) working days following receipt of Consultant's invoice.

Section 5. PERFORMANCE SCHEDULE

Consultant shall perform the services required under this Agreement as provided in the Performance Schedule, attached hereto as Exhibit "C," (as may be applicable), and incorporated as part of this Agreement by this reference.

Section 6. TERM OF AGREEMENT

This Agreement shall be for a 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.

[IF NO OPTION PERIODS -- DELETE THIS SECTION FROM THE AGREEMENT IN IT'S ENTIRETY]--This Agreement may be extended for **[NUMBER OF YEARS, MONTHS, ETC.]** additional one-year periods (hereinafter "Option Periods"), at the option of Authority, subject to satisfactory performance as determined by the Authority. The Authority shall give Consultant 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 the Authority decide to exercise its option(s) to extend.

In the event Authority does not give Consultant 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 the Authority fail to give Consultant the sixty (60) days written notice of its intention to exercise any Option Period, the Authority may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Consultant.

Section 7. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of Authority. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Authority and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes or any other purpose. Consultant shall retain the right to perform services for others during the term of this agreement.

**Section 8. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING
INDEPENDENT CONTRACTOR'S STATUS OF CONSULTANT**

a. Consultant represents and acknowledges the following:

(1) The Authority is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant 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 the Authority.

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

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

(5) The Authority 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 Consultant to perform the services described in this Agreement.

(6) Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the Authority.

b. The Authority represents and acknowledges the following:

(1) Consultant is solely responsible for determining who, under the supervision

or direction of Consultant, will perform the services set forth in this Agreement.

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

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

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

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

(6) Unless deemed necessary under certain circumstances, Consultant is not required to perform the services set forth in this Agreement at Southern California Logistics Airport and/or on City-owned property.

(7) Other than attendance at required public meetings and public hearings, and complying with the provisions of the Performance Schedule set forth in Exhibit C and any procedural requirements set forth by law, Consultant is not required to perform the services set forth in this Agreement in any particular order or sequence.

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

Section 9. NOT AGENT OF THE AUTHORITY

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

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

Section 10. LICENSES AND PERMITS

Consultant represents that it has obtained and will maintain at all times during the Initial Term (and during any Option Periods, if applicable) of this Agreement all business licenses, including but not limited to a SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY business license, professional licenses or certifications, or permits necessary for performing the services described in this Agreement.

Section 11. STANDARD OF PERFORMANCE; WARRANTY

a. Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which

is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to the [INSERT DEPT. HEAD NAME AND TITLE], or his/her designee.

b. By executing this Agreement, Consultant warrants that it:

(1) Has thoroughly investigated and considered the services and work to be performed;

(2). Has investigated the issues regarding the scope of services to be provided;

(3) Has carefully considered how the services and related work should be performed; and

(4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

Section 12. FAMILIARITY WITH WORK

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the Authority, Consultant shall immediately inform the Authority of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from [INSERT DEPT. HEAD NAME AND TITLE] or his/her designee.

Section 13 CONFLICTS OF INTEREST

Consultant 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 Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the Authority determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the Authority Secretary's Office pursuant to the written instructions provided by the Authority Secretary City. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the Authority.

Section 14. COMPLIANCE WITH LAWS

Consultant 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 Consultant or its employees, officers, or board members.

Section 15. COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE

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

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

Section 16. WORKERS' COMPENSATION INSURANCE

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during any Option Periods, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

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

Section 17. PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance or Errors and Omissions insurance as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

Section 18. ADDITIONAL NAMED 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 and Professional Liability policy, shall be endorsed to name the Authority and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the Authority Legal Counsel, as Additional Insured's.

Section 19. WAIVER OF SUBROGATION RIGHTS

Consultant shall require the carriers of all required insurance policies to waive all rights of subrogation against the Authority 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. Consultant 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, the Authority 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 the Authority of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term (and during any Option Periods, if applicable), 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 Agreement, Consultant's coverage shall be primary with respect to the Authority. Any insurance maintained by the Authority shall be in excess of Consultant'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, the Authority 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, the Authority 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. Consultant shall defend, indemnify, and hold harmless the Authority, 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 the Authority), which may arise out of Consultant'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 the Authority's own negligence or willful misconduct, or that of its officers or employees.

b. The Authority does not and shall not waive any rights that it may have against

Consultant under this Section, because of the acceptance by the Authority, or the deposit with the Authority, 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.

Section 24. REPORTS

Upon request by **[INSERT DEPT. HEAD NAME AND TITLE]** or his/her designee, or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the Authority concerning Consultant's performance of the services required by this Agreement.

Section 25. RECORDS

a. Consultant 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/her 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/her 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 Consultant hereunder shall be retained by Consultant and made available to **[INSERT DEPT. HEAD NAME AND TITLE]** or his/her 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; OWNERSHIP OF WORK

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

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Consultant 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 as required by applicable law.

c. Consultant shall not disclose to any other entity or person any information regarding the activities of the Authority, except with the prior written approval of **[INSERT DEPT. HEAD NAME AND TITLE]** or as required by applicable law.

d. All original documents, reports, designs, computer files and all other materials prepared by Consultant in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of the Authority and shall be surrendered to

the Authority upon the completion of Consultant's services or when requested by **[INSERT DEPT. HEAD NAME AND TITLE]**. Such materials may be used, reused or otherwise disposed of by the Authority without the permission of Consultant.

e. Consultant's covenants under this Section 28 shall survive the termination of this Agreement.

Section 29. PRINCIPAL REPRESENTATIVES

a. **[SERVICES REP.]** is designated as the principal representative of Consultant for purposes of communicating with the Authority on any matter associated with the performance of the services set forth in this Agreement.

b. **[INSERT DEPT. HEAD NAME AND TITLE]** shall be the principal representative of the Authority for purposes of communicating with Consultant 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 30. MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES

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

b. During the Initial Term and (during any Option Periods, if applicable) of this Agreement, the Authority may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the Authority to be necessary for the proper completion of **[TITLE OF PROJECT]**, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written instrument signed by both Parties shall be required to authorize performance of and payment for Extra Services.

Section 31. ENTIRE AGREEMENT

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the Authority and Consultant 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 32. 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 33. 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 Authority: **[DEPT. HEAD]
[REQUESTING] Department
SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY
14343 Civic Drive
Victorville, CA 92392**

To Consultant: **[REPRESENTATIVE]
[COMPANY]
[ADDRESS]
[CITY], CA [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.

**Section 34. NON-LIABILITY OF AUTHORITY OFFICERS AND
EMPLOYEES**

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

Section 35. 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 36. 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 37. ASSIGNMENT

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

Section 38. CARE OF WORK

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

Section 39. 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 40. 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 41. GENDER

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 42. 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 43. 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 44. 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 45. 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 46. 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 47. 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 48. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the Authority, until signed by the authorized representative(s) of Consultant, approved by the Authority's Risk Manager, and executed by the authorized Authority personnel or Mayor.

Section 49. 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 THIS PAGE)

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

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY [CONSULTANT]

By: _____
Keith Metzler, Assistant Executive Director

By: _____
(INSERT NAME & TITLE OF
PERSON SIGNING ON BEHALF
OF CONSULTANT)

Dated: _____

Dated: _____

ATTEST:

By: _____
Carolee Bates, Authority Secretary

SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY
Chuck Buquet, Risk Manager

Approved as to Standard Form:
Andre de Bortnowsky, Authority Legal
Counsel

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF SERVICES

See Attachment

EXHIBIT B

PAYMENT SCHEDULE

See Attachment

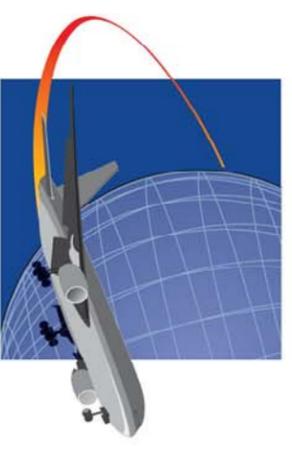
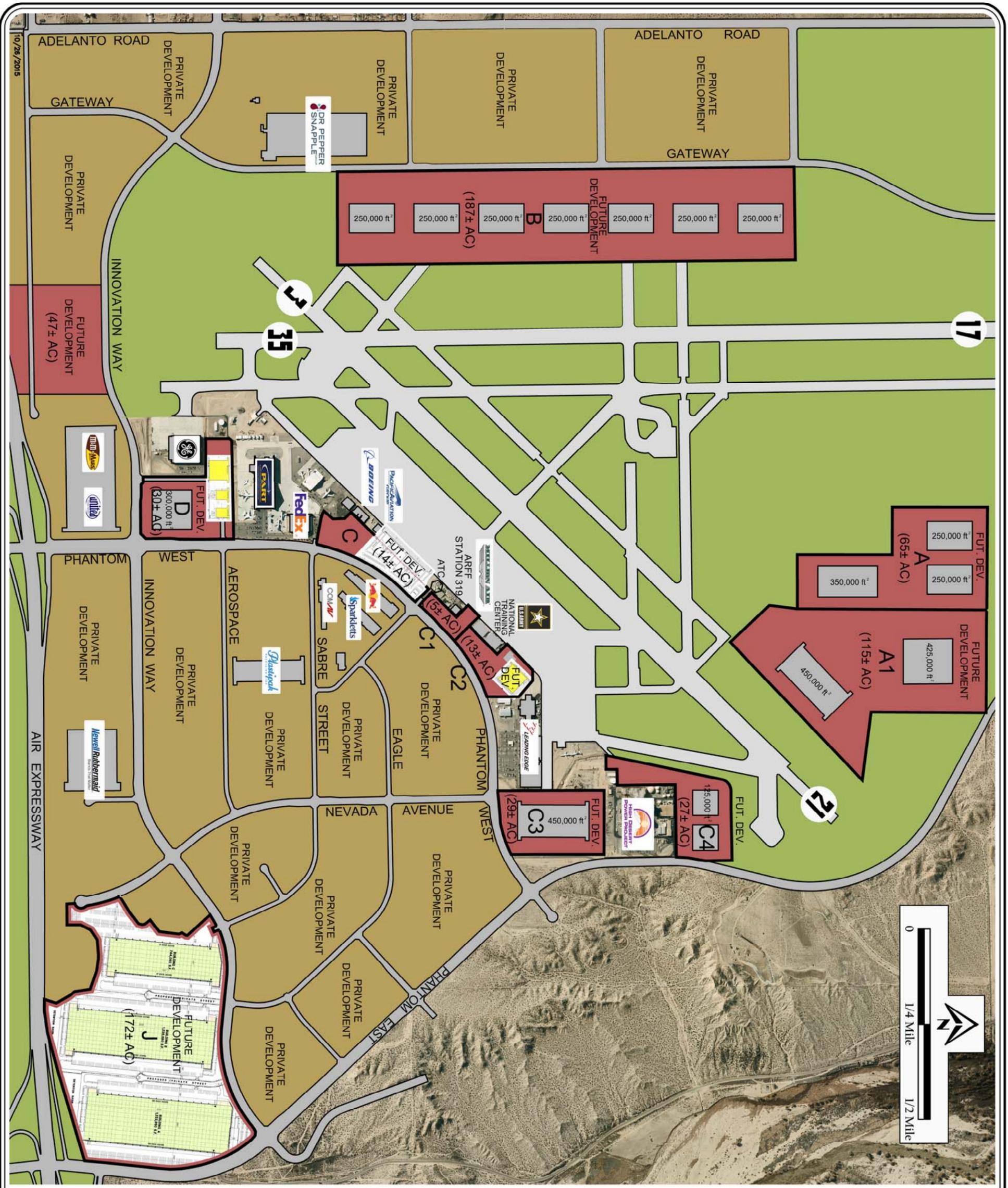
EXHIBIT C

PERFORMANCE SCHEDULE

See Attachment

Attachment B

**Property Site
And
Overview**



Southern California

LOGISTICS AIRPORT

HIGHLIGHTS

- 1,954 Acre Foreign Trade Zone
- U.S. Customs Port of Entry
- Express Access to Ports of Los Angeles and Long Beach
- Business Friendly Mojave Desert Air Quality Management District
- Municipal Utility Services include Domestic and Reclaimed Water Services, Industrial Wastewater, Electricity and Natural Gas
- Ideal Location for Test Flights Due to Proximity to Restricted Airspace
- 360 Days of Severe Clear Weather and Low Humidity
- Runway 17/35 - 15,050 ft. by 150 ft.
- Runway 3/21 - 9,138 ft. by 150 ft.
- ARFF Index C with Index E Available
- ATC Hours: 6:00 AM - 8:00 PM
- FBO: Million Air
- SCIA Security Services

For More Information Contact:

Keith C. Metzler or
 Sophie L. Smith
 18374 Phantom
 Victorville, CA 92394
 kmetzler@victorvilleca.gov
 smith@victorvilleca.gov
 (760) 955 - 5032