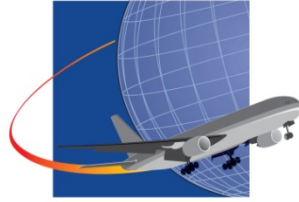


REQUEST FOR QUOTE PROJECT # CC22-016



Southern California

LOGISTICS AIRPORT

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

DATE: June 23, 2021

TO: (Potential Bidder)

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

QUOTE DUE TIME AND DATE: JULY 6, 2021 @ 2:00 P.M. PST (late bid will not be accepted)

PLEASE QUOTE THE FOLLOWING: CC22-016 QUALIFIED PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION

GENERAL INFORMATION:

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

HOW TO RESPOND:

Respond by mail (PO Box 5001, Victorville, CA 92393-5001), by email (send to cmcalderon@victorvilleca.gov), or in person (Victorville City Hall, Finance Department, 14343 Civic Dr., Victorville, CA 92392, 2nd floor). ***E-mailed submissions will be accepted. However, please be informed that the selected contractor will be required to submit all original signed documents prior to formal award.***

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 JULY 1, 2021 @ 12:00 p.m. PST**, in order to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all prospective bidders as an amendment to the solicitation, if that information is necessary to submit bids or if the lack of it would be prejudicial to other prospective bidders.

REQUEST FOR QUOTE PROJECT # CC22-016

CALIFORNIA CONTRACTORS LICENSE AND CITY OF VICTORVILLE BUSINESS LICENSE:

The successful bidder and/or specified subcontractor(s) must possess a valid must have a valid California Contractor's License Class C-36, Plumbing Contractor, as well as a valid City of Victorville Business License at the time of the award of this contract, to complete the work as described. The Contractor and/or subcontractor shall obtain all required permits and licenses prior to commencing work and shall submit the work in progress to periodic inspection by the appropriate Inspector of SCLAA and shall honor all correction notices issued by same. All contacts, regarding inspections, shall be made to the appropriate department within SCLAA.

SENATE BILL 854 REQUIREMENTS:

Senate Bill 854 established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement. All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a). This project is subject to compliance monitoring and enforcement by the DIR.

Starting **July 1, 2017**, the new annual registration fees for public works contractors have increased to \$400.00. Additionally, contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

PREVAILING WAGES: In accordance with the provisions of California Labor Code Sections 1720, 1770-1776, 1810, 1813, and 1815, as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code Section 1773 for the locality in which the Work is to be performed. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work, and shall post a copy of said wage rates at the project site.

The contractor and all subcontractors shall comply with **ALL** Federal and State laws, regulations, and guidelines required in the performance of the contract. Copies of the updated Wage Determination rates are available to any interested party, by visiting www.dir.ca.gov for State of California. Additionally, copies of the State prevailing rate of per diem wages rates are on file at the City of Victorville Finance Division and shall be made available for review to any interested party on request.

Contractor shall be solely responsible for using the correct wage determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct State prevailing wage and compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work site, employment of apprentices, and other requirements of California Labor Code (1720, 1770-1776, 1810, 1813, and 1815, as amended), California Code of Regulations, Title 8, Section 16000 et seq.; and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.

REQUEST FOR QUOTE PROJECT # CC22-016

ELECTRONIC CERTIFIED PAYROLL REPORTING (eCPR):

Contractors and subcontractors on all public works projects awarded on or after April 1, 2015, must use this system to furnish certified payroll records (CPRs) to the Labor Commissioner.

Contractors and subcontractors who have been submitting PDF copies of their CPRs for earlier projects must also begin using the new system. **If the project falls under Small Project Exemption Contractor does not need to upload their payrolls to DIR, however, they will be required to submit their payrolls to Airport staff along with their invoices and lien releases.**

For more information please go to www.dir.gov under Labor Law Public Works.

CONTACTS - FOR QUESTIONS REGARDING:

Procurement Process:

Celeste Calderon

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

SUBCONTRACTING:

In accordance with the requirements of these Specifications, each bidder shall list in their Bid Proposal the name and business address of each subcontractor to whom the bidder proposes to subcontract a portion of the work and shall list each subcontractor, licensed by the State of California and City of Victorville, proposed by the bidder to specially fabricate and install a portion of the work. Said list shall include for each subcontractor: name of subcontractor, subcontractor's license number and classification, percentage (%) of total contract to be completed by subcontractor, and description of the portion of work which will be done by each subcontractor. However, in accordance with California Public Contract Code 4104, prime contractors are not required to list the name and the location of a subcontractor if the work equates to an **amount less than (1/2) one-half of (1) one percent of the prime contractor's total bid.**

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

The contractor shall perform with its own organization contract work amounting to not less than fifty-one percent (51%) of the total original contract price, excluding any specialty items designated by the SCLAA. Specialty tasks may be performed by subcontract and the amount of any such specialty tasks performed may be deducted from the amount of work required to be performed by the contractor's own organization.

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

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

REQUEST FOR QUOTE PROJECT # CC22-016

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE:

a. Contractor shall be required to 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 Contractor or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Contractor shall further be required to 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 Contractor or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

WORKERS' COMPENSATION INSURANCE:

a. Contractor shall be required to procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

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

ADDITIONAL INSURED:

Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the SCLAA, the City of Victorville, and their respective officials, officers, employees, servants, volunteers, agents, independent contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

WAIVER OF SUBROGATION RIGHTS:

Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the SCLAA, the City of Victorville, and their respective officials, officers, employees, servants, volunteers, agents, independent contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS:

a. Contractor 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,

REQUEST FOR QUOTE PROJECT # CC22-016

the 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 the SCLAA 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 (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, Contractor's coverage shall be primary with respect to the SCLAA. Any insurance maintained by the SCLAA shall be in excess of Contractor's insurance and shall not contribute with it."

Contractor shall review the sample agreement, attached hereto, for additional required insurance criteria.

PAYMENT:

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

Upon approval by the Airport Director, or the designee, of the Contractor's estimate of work completed, SCLAA will make a progress payment to the Contractor equal in amount to the approved estimate less a retention of five (5) percent and less the total of all previous payments.

In preparing estimates, the material delivered on the site, preparatory work done, and the cost of bonds and insurance paid may be taken into consideration.

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

The SCLAA shall make payments on any invoice request submitted by the Contractor. The payment request shall not be deemed properly completed unless, all required payroll documents, have been properly completed.

DISPUTES:

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

INDEMNIFICATION:

Notwithstanding the limits of any insurance, Contractor shall indemnify SCLAA, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be

REQUEST FOR QUOTE PROJECT # CC22-016

asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of SCLAA its officials, officers, agents, volunteers or employees, and in connection therewith:

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

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

GUARANTY AND BONDS:

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

For projects over **\$25,000.00** (including labor and materials), the Contractor, simultaneously with execution of the Contract, shall furnish a surety bond in an amount equal to one hundred percent

REQUEST FOR QUOTE PROJECT # CC22-016

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

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

CONTRACTOR'S RESPONSIBILITIES:

The Contractor shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work to secure the safety of the workers. It shall be the Contractor's responsibility to perform the work strictly in accordance with the Scope of Services and any revisions as may be made therein by the Airport Director, or the designee, from time to time in the form of written change orders issued.

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

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

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

TRESPASS:

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

SAFETY, SANITARY, AND MEDICAL REQUIREMENTS:

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

WATER AND POWER:

Unless otherwise provided in the Special Provisions, the Contractor shall provide, at Contractor's expense, all necessary water and power required for operations under the Contract. During the progress of the work, Contractor shall ensure that existing facilities, fences, and other structures are adequately protected and, upon completion of all work, all facilities that may have been damaged

REQUEST FOR QUOTE PROJECT # CC22-016

are restored to a condition acceptable to SCLAA. SCLAA will assist the Contractor, at his specific request, in locating existing utilities.

PROTECTION OF EXISTING UTILITIES:

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

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

CONSTRUCTION EQUIPMENT:

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

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

WORK ZONE – TRAFFIC CONTROL DEVICES:

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

TERMINATION FOR CONVENIENCE:

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

TERMINATION FOR DEFAULT:

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

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

REQUEST FOR QUOTE PROJECT # CC22-016

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.

EXECUTION OF CONTRACT:

The Contract shall be signed by the successful bidder and returned, together with contract bonds (if applicable), proof of insurance coverage's and a copy of City of Victorville Business License within 10 days, not including Friday, Saturday, Sunday, and legal holidays, after the bidder has received the Contract for execution.

PROHIBITED INTEREST

No member, officer, or employee of the City of Victorville engaged in the selection, award, or administration of this Contract shall have any prohibited conflict of interest, whether real or apparent, in this Contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no member, officer, or employee of the City has any interest, whether contractual, non-contractual, financial, or otherwise, in this transaction or in the business of the contracting party other than the City, and 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 conflict of interest under Article 4 (commencing with Section 1090) or Article 1 (commencing with Section 87100) of Chapter 7 of Title 9 of the Government Code of the State of California.

EVALUATION OF BID PROPOSALS:

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

TRENCHES OR EXCAVATIONS:

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

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

REQUEST FOR QUOTE PROJECT # CC22-016

in Contractors cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of this Agreement.

That, in the event that a dispute arises between SCLAA and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractors cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

OWNERSHIP OF DOCUMENTS:

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

UNFAIR BUSINESS PRACTICE CLAIMS:

In entering into SCLAA contract or a subcontract to supply goods, services or materials pursuant to a SCLAA contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to SCLAA contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

SEVERABILITY:

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

HIRING OF ILLEGAL ALIENS PROHIBITED:

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

REQUEST FOR QUOTE PROJECT # CC22-016

APPRENTICES ON PUBLIC WORKS:

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

DRUG-FREE WORKPLACE REQUIREMENTS:

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

EMPLOYMENT OF LOCAL LABOR:

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

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

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

AWARD OF CONTRACT TO MORE THAN ONE CONTRACTOR:

The SCLAA reserves the right to reject any and all quotes and waive any irregularities or informalities in any quotes or in the bidding. The SCLAA 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 the SCLAA. The SCLAA will have the right to award the contract to more than one contractor. Awards will be based on the same criteria as outlined elsewhere in this document. It is the SCLAA's intent to use the contractors on an as-needed-basis, no minimum service amount is guaranteed.

GENERAL CIVIL RIGHTS PROVISIONS:

The Contractor agrees to comply with pertinent statues, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

TERM OF CONTRACT: The term of this contract shall be from the date of award by the SCLAA Board of Director, until the end of **2021-2022** fiscal year (June 30, 2022); with the option to extend the contract up to four (4) fiscal years (July 1 through June 30), subject to satisfactory performance as determined by the Airport Director or his designee.

REQUEST FOR QUOTE PROJECT # CC22-016

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY CC22-016 QUALIFIED PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION

SCOPE OF WORK

SCLAA is seeking qualified skilled contractors to install, alter, repair, maintain, and provide a means for a supply of safe water, ample in volume and of suitable temperature for the purpose intended and the proper disposal of fluid waste from the premises in all structures and fixed works. The contractor/sub-contractor must be certified by the California Contractors State License Board and must possess the required plumbing contractor's license(s) C-36.

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

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

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

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

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

- Troubleshoot industrial plumbing systems and equipment to determine cause of malfunctioning.
- Provide all tools and miscellaneous supplies required to perform the test and inspection activities.
- Install, alter, repair, maintain, and locate defects in a variety of plumbing equipment and systems, to include maintenance and testing of water treatment equipment, piping controls; underground storm sanitary and water piping systems; faucets and sinks, tubs/showers and toilets; water heaters and conditioners; and plumbing fixtures, appliances and trim.
- Disconnect, disassemble, clean, and repair or replace worn or damaged parts.
- Operate and work from an aerial platform bucket truck, or other comparable vehicle to perform repair or maintenance of elevated equipment or systems.
- Review building plans and specifications to determine the layout for plumbing and related materials.
- Proficient knowledge in water distribution and wastewater disposal in commercial and industrial buildings.

REQUEST FOR QUOTE PROJECT # CC22-016

- Identify required tools and special equipment.
- Select the type and size of pipe required.
- Locate and mark positions for connections and fixtures
- Install supports and hangers for pipe, fixtures, and equipment.
- Assemble and install valves and fittings.
- Test pipe systems and fixtures for leaks.
- Maintain all building codes, installation requirements and relevant legislation.
- Ensure all requirements, as specified by the manufacturer of systems and fixtures are met.
- Provide estimates of time, money, and materials needed (see Bid Proposal Form) in accordance with the current California State Prevailing Wage. Should a condition be discovered that requires maintenance, repair, or replacement, the Contractor will recommend the most cost-effective solution. SCLA shall have final determination of repair method and/or method of implementation.
- Contractors shall state their ability to provide emergency services at any time, 24 hours a day, seven (7) days a week. Emergency service response time should be at a maximum of four (4) hours. Bidders must indicate in their bid, if they can exceed this time, meet this time frame, or if they need a longer response time. Emergency service should be noted on page 17, Bid Proposal.
- Contractor shall arrange for all code-required inspections and shall notify the Airport staff before inspections are conducted.
- Contractor's access and use of the work site shall not interfere with Airport operations. Any conflict shall be promptly referred to the Airport representative for resolution.
- Contractor shall maintain the work site in a safe and orderly condition at all times and will make every effort to protect Airport facilities from damage during operations. Damage that does occur will be repaired immediately to the satisfaction of Airport staff and at the Contractor's sole expense.
- Demolished materials and project debris, if any, may be stockpiled on site in a location acceptable to Airport staff. These material and debris are to be removed prior to substantial completion or can be removed as needed prior to that at the Contractor's option.
- All waste materials will be removed to approved disposal sites, remove all boxes, cartons, packing and scrap material from the work site. Remove all labels that are not intended or required by the manufacturer to remain.
- **OPTIONAL:** Provide all labor, materials, equipment, and services to inspect, test, report,

REQUEST FOR QUOTE PROJECT # CC22-016

possibly repair and certify all check valves, also known as backflow valves, on pre-identified SCLA devices and accessories to prevent water contamination in accordance with State of California Department of Health Services.

- Provide basic onsite cleaning if initial test fails and can be corrected by cleaning;
- Test all backflow preventers;
- Provide an individual copy of test results for each assembly with test date and tester information (no tag is necessary);
- Provide the SCLA Staff with annual test kit calibration documentation for all test kits used;
- Any other duties or requirements needed to ensure the satisfactory completion of the aforementioned testing goals, and
- Provide a copy of all tests to SCLA Staff, who will then submit to the Water Department

Notes: ID tags are not required. Tester submits a list to SCLA Staff who will then submit it to the Water Department. Some of the newer backflows have blankets and the others are wrapped with insulation and tape.

SECURITY ACCESS:

Security badge is 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 each. There is also a cost of \$100 for any badge not returned to SCLA upon request.

CONTENT OF SUBMITTAL:

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

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

REQUEST FOR QUOTE PROJECT # CC22-016

EVALUATION OF BIDS:

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

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

CONTRACT WITH SELECTED COMPANIES:

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

REQUEST FOR QUOTE PROJECT # CC22-016

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY CC22-016 QUALIFIED PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION

FORMS SUBMISSION CERTIFICATION

I hereby submit to the SCLAA the following Bid Proposal for work outlined in the plans and specifications entitled **Qualified Plumbing Maintenance, Repair, Installation, Project #CC22-016**. All the following documents (check below) are completed, fully executed, and included in my Bid Proposal as required in the bid document:

- Submission Certification
- Bid Proposal Form
- Bidder Identification
- Customer References
- Worker's Compensation
- Signature Authorization
- List of Subcontractors
- Questionnaire
- Non-Collusion Declaration
- SB 854 Certification
- Debarred Certification Acknowledgement
- Acknowledgement Pages for All Bid Addenda

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the Bid 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

REQUEST FOR QUOTE PROJECT # CC22-016

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY CC22-016 QUALIFIED PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION

BID PROPOSAL FORM

The undersigned declares that the locations of the proposed work, the plans, specifications, and bid documents have been carefully examined; and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, tools, equipment, and incidentals, to complete all the work. All applicable taxes and discounts should be included. All the aforementioned shall be done in accordance with said plans, specifications, and contract documents for the price set forth in the following schedule.

NOTE: SCLAA reserves the right to award all or some of this Contract to one or more vendors.

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

DESCRIPTION	HOURLY RATE REGULAR TIME	HOURLY RATE OVERTIME
General Plumbing Services for Troubleshooting and repairs		
DESCRIPTION	COST	
Travel/Mobilization		
DESCRIPTION	PERCENTAGE RATE	
Parts Markup Percentage		
DESCRIPTION	HOURLY RATE	OVERTIME
After Hours		
Holiday		
Weekend		
Emergency Response Time Rate		

REQUEST FOR QUOTE PROJECT # CC22-016

OPTIONAL:

BACKFLOW PREVENTION DEVICES – Provide a price per device for annual testing and certification (in accordance with State prevailing wage)

QTY	SIZE	TYPE	UNIT COST	TOTAL COST
5	.75	DC		
1	.75	DCVA		
8	.75	RP		
8	1.0	RP		
2	1.5	DC		

QTY	SIZE	TYPE	UNIT COST	TOTAL COST
5	1.5	RP		
8	2.0	DC		
8	2.0	RP		
1	2.5	DCDA		
1	3.0	DC		
1	3.0	DCDA		
1	4.0	DCDA		
2	4.0	RP		
1	6.0	DCDA		
1	6.0	RP		
2	6.0	RPDA		
1	8.0	DCDA		
2	10.0	RPDA		
Re-test charge for back flows that fail testing				

Emergency Response Time: _____

REQUEST FOR QUOTE PROJECT # CC22-016

Warranty Period in months: _____

Payment Terms: _____

Bidder: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

REQUEST FOR QUOTE PROJECT # CC22-016

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY CC22-016 QUALIFIED PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION

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. Contractor's License number and expiration date: _____
 10. Federal Tax Identification Number: _____
 11. DIRE Registration number: _____
 12. Proposer's Project Manager: _____
 13. Proposer's Name and Title Authorized to sign legal documents: _____
-

REQUEST FOR QUOTE PROJECT # CC22-016

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
 CC22-016 QUALIFIED PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION

CUSTOMER REFERENCES

Bidder: _____

LIST THREE PROJECT OWNERS FOR WHOM YOU HAVE PERFORMED SIMILAR WORK WITHIN THE PAST THREE YEARS		
1.	Project Owner's Name	
	Owner's Authorized Representative Name & Title	
	Owner's Authorized Representative Address	
	Owner's Authorized Representative Phone	
	Owner's Authorized Representative Email	
	Percentage of Work Completed with Own Forces:	
	Project Name:	
	Project Description:	
2.	Project Owner's Name	
	Owner's Authorized Representative Name & Title	
	Owner's Authorized Representative Address	
	Owner's Authorized Representative Phone	
	Owner's Authorized Representative Email	
	Percentage of Work Completed with Own Forces:	
	Project Name:	
	Project Description:	
3.	Project Owner's Name	
	Owner's Authorized Representative Name & Title	
	Owner's Authorized Representative Address	
	Owner's Authorized Representative Phone	
	Owner's Authorized Representative Email	

REQUEST FOR QUOTE PROJECT # CC22-016

Percentage of Work Completed with Own Forces:	
Project Name:	

REQUEST FOR QUOTE PROJECT # CC22-016

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY CC22-016 QUALIFIED PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION

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 PROJECT # CC22-016

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY CC22-016 QUALIFIED PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION

SIGNATURE AUTHORIZATION

Proposer/Bidder: _____

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

SIGNATURE

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

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

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

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

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

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

I am not a Small Business.

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

REQUEST FOR QUOTE PROJECT # CC22-016

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY CC22-016 QUALIFIED PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION LIST OF SUBCONTRACTORS

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

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

Bidder's Name _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____ %

Specific Description of Subcontract: _____

INITIAL IF NO SUB: _____

REQUEST FOR QUOTE PROJECT # CC22-016

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY CC22-016 QUALIFIED PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION

QUESTIONNAIRE

In accordance with Government code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes ____ No

If the answer is yes, explain the circumstances in the following space:

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

REQUEST FOR QUOTE PROJECT # CC22-016

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY CC22-016 QUALIFIED PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION

NON-COLLUSION DECLARATION (MUST BE SIGNED) TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL (Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposed price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposed price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposed price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of the proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

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

Signature

Company Name

Printed Name

Title

REQUEST FOR QUOTE PROJECT # CC22-016

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY CC22-016 QUALIFIED PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION 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. This is a Department of Industrial Relations (DIR) fee paid to the State of California. SCLA will not register a Contractor/subcontractor, nor collect funds for registration.

Starting July 1, 2017, the new annual registration fees for public works contractors have increased to \$400.00, and contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Subcontractor Eligibility. Contractor acknowledges that under Public Contract Code Section 6109 no contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project under Labor Code Section 1777.1 or 1777.7 may bid on, be awarded, or perform work as a subcontractor on, a public works project. Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project under Labor Code Section 1777.1 or 1777.

Small Project Exemption:

Contractors who work exclusively on small public work projects are not required to register as a public works or file electronic certified payroll reports for those projects. Contractor are still required to maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies for public works projects that do not exceed:

- \$25,000 new construction, alteration, installation, demolition, or repair
- \$15,000 for maintenance

SCLA as applicable 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: _____

REQUEST FOR QUOTE PROJECT # CC22-016

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY CC22-016 QUALIFIED PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION

DEBARRED CERTIFICATION ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

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

(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

REQUEST FOR QUOTE PROJECT # CC22-016

knowingly rendered an erroneous certification, in addition to other remedies available to the SCLAA, the SCLAA may terminate the contract resulting from this solicitation for default.

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

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

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

**SAMPLE GENERAL SERVICES
PROVIDER AGREEMENT**

REQUEST FOR QUOTE PROJECT # CC22-016

SAMPLE CONTRACT ONLY. CONTRACT WILL BE MODIFIED TO REFLECT THE ACTUAL ASSOCIATED STIPULATIONS INDICATED IN THE SPECIAL PROVISIONS AND OTHER APPLICABLE CONTRACT DOCUMENTS

GENERAL SERVICES PROVIDER STANDARD AGREEMENT BY AND BETWEEN THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY AND **NAME OF PROVIDER** FOR **PROJECT TITLE, PROJECT NUMBER**

THIS GENERAL SERVICES PROVIDER STANDARD 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 "SCLAA", and **NAME OF PROVIDER, a (type of business)**, hereinafter referred to as "Service Provider." The SCLAA and Service Provider are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the SCLAA requires **DESCRIBE SERVICES, for DESCRIBE PROJECT**; and

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

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 WORK **amend as applicable**

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

Section 3. COMPENSATION

The 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 **and California State Prevailing Wage Provisions, attached hereto as Exhibit "C" and incorporated** herein by this reference as though set forth in full, subject to approval of the SCLAA, when applicable.

Section 4. BID PROPOSAL FORMS

The SCLAA shall pay Service Provider as provided in the Bid Proposal Forms, 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 the SCLAA monthly invoices detailing all services performed. Provided that services have been satisfactorily rendered,

REQUEST FOR QUOTE PROJECT # CC22-016

invoices shall be paid by the 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.

***** IF NO OPTION PERIODS -- DELETE THE FOLLOWING PARAGRAPH FROM THE AGREEMENT IN ITS ENTIRETY*****

This Agreement may be extended for **NUMBER OF YEARS, MONTHS, ETC.** additional one-year periods (hereinafter "Option Periods"), at the option of the SCLAA, subject to satisfactory performance as determined by the SCLAA. The 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 the SCLAA decide to exercise its option(s) to extend. In the event the 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 the SCLAA fail to give Service Provider the sixty (60) days written notice of its intention to exercise any Option Period, the SCLAA may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Service Provider.

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) The 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 the SCLAA.

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

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

(5) The 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 the SCLAA.

REQUEST FOR QUOTE PROJECT # CC22-016

b. The 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) The 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 the SCLAA from hiring Service Provider's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with the 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 the 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 the 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 THE SCLAA

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the 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 the SCLAA in any capacity whatsoever as an agent, nor shall Service Provider have any authority, express or implied, to bind the 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 the SCLAA, Service Provider shall immediately inform the 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

REQUEST FOR QUOTE PROJECT # CC22-016

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 the 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.

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' 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

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

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, the City of Victorville, and their respective officials, officers, employees, servants, volunteers, agents, independent contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

REQUEST FOR QUOTE PROJECT # CC22-016

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, the 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 the SCLAA 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 (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 the SCLAA. Any insurance maintained by the 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, the 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, the 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 the 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 the 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 the SCLAA's own negligence or willful misconduct, or that of its officers or employees.

b. The SCLAA does not and shall not waive any rights that it may have against Service Provider under this Section, because of the acceptance by the SCLAA, or the deposit with the SCLAA, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and

REQUEST FOR QUOTE PROJECT # CC22-016

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 designee, Service Provider shall prepare and submit reports to the 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 the SCLAA or prepared by Service Provider for the SCLAA shall be kept strictly confidential unless otherwise provided by applicable law. All the SCLAA data, documents and information shall be returned to the 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 the SCLAA, except with the prior written approval of **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, or as required by applicable law.

Section 28. PRINCIPAL REPRESENTATIVES

a. **PROVIDER REPRESENTATIVE NAME AND TITLE**, is designated as the principal representative of Service Provider for purposes of communicating with the 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 the 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.

REQUEST FOR QUOTE PROJECT # CC22-016

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 the 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.

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**
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 THE SCLAA OFFICERS AND EMPLOYEES

No officer or employee of the SCLAA shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by the SCLAA or for any amount, which may

REQUEST FOR QUOTE PROJECT # CC22-016

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 the SCLAA shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the 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

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.

REQUEST FOR QUOTE PROJECT # CC22-016

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

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 the SCLAA, until signed by the authorized representative(s) of Service Provider, approved by the SCLAA's Risk Manager, and executed by the authorized the SCLAA personnel or Authority Chairman.

Section 48. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

REQUEST FOR QUOTE PROJECT # CC22-016

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 PROJECT # CC22-016

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: _____

Dated: _____

Dated: _____

ATTEST – OVER \$50k

By: _____
**Charlene Robinson,
Authority Secretary**

Dated: _____

**SOUTHERN CALIFORNIA LOGISTICS
AUTHORITY**

APPROVED AS TO STANDARD FORM

By: _____
**John Preston,
Authority Risk Manager**

By: _____
**Andre de Bortnowsky,
Authority Legal Counsel**

Dated: _____

Dated: _____