



REQUEST FOR PROPOSALS (“RFP”) for Professional Seasonal Decoration Services

NOTICE: Respondents must be registered as a Vendor on the San Diego County Regional Airport Authority’s website to receive addenda notices that may affect your proposal. To register visit: <http://www.san.org/business>.

<u>Business Category ID</u>	<u>Description</u>
541410	Interior Design
541490	Other Specialized Design Services

Published Date:	June 18, 2026
Pre-Submittal Conference Date: (Attendance is not mandatory)	June 29, 2026 at 2:00 pm
Job walk (In Person) (<u>not mandatory</u>)	July 1, 2026 at 9:00 am
Deadline to Submit Written Questions:	July 6, 2026 at 2:00 pm
Proposal Due Date:	July 20, 2026 at 2:00 pm

Table of Contents

	Page #
Part 1. OPPORTUNITY.....	3
Part 2. PROPOSAL CONTENTS.....	4
Part 3. EVALUATION AND SELECTION PROCESS.....	5
Part 4. EVALUATION CRITERIA	5
Part 5. PROPOSAL SUBMISSION INSTRUCTIONS	6
Part 6. INQUIRIES	7
Part 7. SCHEDULE AND CONFERENCE LOCATION	7
A. Presubmittal Conference	7
B. Job Walk On-Site	7
C. Deadline to Submit Questions.....	8
D. Proposal Due Date and Time	8
E. Interviews.....	8
Part 8. ATTACHMENTS	9
Attachment A – Business Organization Statement	9
Attachment B – Declaration of Non-Collusion.....	10
Attachment C – Prime Respondent: Eligibility and Preference Verification Certificate	11
Part 9. GENERAL INFORMATION.....	12
A. Authority’s Reservation of Rights	12
B. Respondents’ Representation of Due Diligence.....	12
C. Best and Final Offer.....	12
D. Award of Proposals.....	12
E. Acknowledgement	12
F. Withdrawal	12
G. Protest Procedures	12
H. Confidentiality of Proposal	13
I. Indemnity and Cost.....	13
Part 10. EQUAL OPPORTUNITY STATEMENTS	14
Part 11. DRAFT – CONTRACTOR AGREEMENT	15
EXHIBIT A – SCOPE OF WORK	33
EXHIBIT B – COMPENSATION & PAYMENT SCHEDULE	38
EXHIBIT C – INSURANCE REQUIREMENTS FOR CONTRACTOR	39
APPENDIX A – AIRPORT TERMINAL MAP DRAWINGS	40

Professional Seasonal Decoration Services RFP

Part 1. OPPORTUNITY

- A. **Summary:** The San Diego County Regional Airport Authority ("Authority") seeks proposals from firms or individuals ("Respondent") to provide Professional Seasonal Decoration Services, which may include but not limited to design, rental, installation, testing, maintenance, repair, de-installation and transportation of seasonal decorations at the Administrative and Terminal Buildings at San Diego International Airport ("Airport"). Respondents shall propose interior and exterior seasonal decoration schemes which will adorn the facilities of the San Diego International Airport during selected holiday seasons. A draft scope of work is posted in "Exhibit A" of the draft contractor agreement set forth below.

Respondents will be tasked with providing Contractor-owned seasonal decorations to create a seasonal theme for the general public who are traveling through the Airport. Themes must be approved by the Authority prior to implementation and shall mix décor, lighting and other thematic elements.

All proposed decorative items must be durable and low maintenance. Safety is of the utmost importance and should be planned for in all proposed installation and de-installation of items, as well as for the duration of the placement of items. Respondents must take into consideration public safety for both children and adults and comply with the Americans with Disabilities Act. Decoration locations shall be primarily pre-security, with additional opportunities post-security, as determined by the Authority and other Airport stakeholders. All proposals must also consider the limitations that exist within the areas of the Airport, including but not limited to door openings, ceiling heights, hallway widths, electrical outlets, existing structures, and high traffic areas. A draft scope of work is posted in "Exhibit A" of the draft contractor agreement set forth below.

- B. **Agreement Term:** The Authority anticipates an agreement for three (3) years, with an option for two (2) one-year extensions, which may be exercised at the sole discretion of the President/CEO.
- C. **Agreement Value:** The Authority shall negotiate, with the recommended Respondent, a maximum amount payable for the entire term of the agreement.
- D. **Proposal Validity:** Respondent's proposal shall remain valid for one hundred eighty (180) calendar days from the final date proposals are due for submission. By submission of a proposal, Respondents guarantee that their offer is firm for one hundred eighty (180) calendar days from the proposal due date. If an award is not made during that period, each Respondent shall automatically extend its offer for an additional one hundred twenty (120) days, unless Respondent indicates otherwise in writing to the Authority at least thirty (30) days prior to the last day of the original one hundred eighty (180) day validity period.
- E. **Minimum Qualifications:** Respondents are required to demonstrate successful performance during the past five (5) years of work of similar size and scope as specified in this RFP. Respondents shall demonstrate possession of all applicable licenses, permits, qualifications, and approvals legally required for the Contractor to perform the work required, as specified in this RFP.
- F. **Insurance Requirements:** Within fourteen (14) days of the Authority's award of the contractor agreement to the successful Respondent, said Respondent shall secure the types and amounts of Insurance set forth in "Exhibit C" of the draft contractor agreement. If the successful Respondent is unable to secure the required insurance, the Authority reserves the right to revoke the award and award the agreement to the next highest ranked Respondent, to

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

negotiate with any Respondent regarding the services that are the subject of this RFP, or to take any other action that is in the best interest of the Authority. Respondent is not required to provide proof of insurance with its proposal.

- G. **Prevailing Wage:** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wage rates apply to all public works contracts as set forth in California Labor Code, including but not limited to §§1720, 1720.2, 1720.3, 1720.4 and 1771. Contractor is solely responsible to determine if state prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.
- H. **Authority's Standard Agreement:** The successful Respondent must execute the Authority's contractor agreement. A draft version of the contractor agreement is attached as Part 11, below. The contractor agreement contains language which is standard to all Authority agreements and generally is not negotiable. Exceptions taken to the contractor agreement language may affect the responsiveness of a Respondent's proposal and prevent that Respondent from advancing in the evaluation process. Where a potential Respondent takes exception to contractor agreement language, the Respondent must provide the rationale supporting each exception, prepare and propose amended or substitute language, and submit such information as "Attachment D - Exceptions to Agreement" with its proposal. If a potential Respondent takes exception pursuant to the process outlined above, is informed by the Authority that the proposed amended or substitute language is unacceptable, and thereafter cannot accept the contractor agreement language, then it is recommended that the Respondent not participate in this RFP process.

Part 2. PROPOSAL CONTENTS

Respondents are required to submit proposals in the manner described below. Proposals not submitted in the manner described herein may be considered non-responsive and be subject to rejection. The content of the proposal must be clear, concise, and organized to correlate with the following sections:

- A. **Proposal Page Limit:** The proposal shall be limited to a maximum of **seventy-five (75)** pages of text. The page count does not include: the Respondent's cover letter; Attachments A, B, C, and D, if any, resumes, table of contents, and section/tab dividers.
- B. **Cover Letter:** Not to exceed **two (2)** pages and shall include the following:
1. Respondent Contact Information: Provide the name, title, telephone, and email of the personnel responsible for the primary communication with the Authority regarding Respondent's proposal;
 2. Understanding of Requested Services: Provide a brief statement indicating Respondent's clear understanding of and commitment to the provision of services as specified in this RFP;
 3. Potential Conflicts: Provide a brief statement as to whether Respondent and/or Respondent's partners, subcontractor(s), joint venture associates, or any other individual or entity of Respondent's team has any potential conflicts that may arise in the performance of the services requested in this RFP;
 4. Agreement Exception: Provide a brief statement indicating whether Respondent does or does not take exception to the Authority's draft contractor agreement as stated in Part 1, Section H in this RFP. If Respondent takes exception to the language in the draft contractor agreement Respondent must create an additional attachment labeled "Attachment D – Exceptions to Agreement" and submit it with its proposal. Failure by Respondent to submit

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

the statement described above or provide an "Attachment D" within Respondent's proposal shall constitute acceptance of the language in the draft contractor agreement; and

5. **Subcontractors:** If the Respondent utilizes Subcontractors to perform the requested services, provide the Subcontractor name(s) and license types, if any.
- C. **Attachments:** Each proposal shall be submitted with the following completed attachments, blank copies of which are provided in this RFP package:
 1. Attachment A – Business Organization Statement;
 2. Attachment B – Declaration of Non-Collusion;
 3. Attachment C – Policy 5.12: Prime Contractor Eligibility and Preference Verification Certificate (if applicable); and
 4. Attachment D – Exceptions to Agreement, if needed, Respondent must create this attachment. See Part 1, Section H. Authority's Standard Agreement, above for directions.
- D. **Detailed Description of Respondent's Qualifications, Experience and Fees to perform the requested services:** Provide all information requested in Part 4 below entitled "Evaluation Criteria". In providing the information, Respondent shall also address any additional information requested in Exhibit A and Exhibit B of the draft contractor agreement.
- E. **References:** Provide three (3) references and a description of projects you have worked on relative to the services requested in this RFP or similar projects performed within the last five (5) years. Include the following information as to each listed project: business name, contact name, title, address, phone, and email. It is the Respondent's responsibility to validate the contact information for references. The Authority may request information from Respondent's clients, government agencies, or any other available sources.

Part 3. EVALUATION AND SELECTION PROCESS

This RFP process is being undertaken to enable the Authority to identify and recommend one finalist who has submitted a proposal to provide the services that are the subject matter of this RFP process. A preliminary review of the basic responsiveness of the proposal will be conducted to ensure all requirements of the RFP have been met.

Evaluation Panel: An evaluation panel ("Panel") established by the Authority will evaluate the proposals and conduct interviews in accordance with Part 4, Evaluation Criteria. The Panel may consist of members from within and/or outside the Authority. The Panel may short-list Respondents for this RFP in an effort to identify the highest ranked Respondents, who may then be requested to interview with the Panel. Respondents may be requested by the Authority to provide supplemental information.

Part 4. EVALUATION CRITERIA

A. Specialized Planning and Design of Decorations:

Provide three (3) detailed seasonal decoration plans for the following years of the Draft Agreement: 2026, 2027, and 2028. Each detailed decoration plan shall reflect the Respondent's proposed specialized plan and decoration designs for each area of the Airport, as identified below. Respondents are requested to provide color photos, layouts, maps, and other visual aids in their submission to demonstrate the Respondent's specialized planning and design for each of the seven (7) locations below:

1. Authority Administration Building (Inside Lobby – 1st. Floor)
2. Authority Administration Building (Outside Main Entrance)
3. Terminal 1 – Inside Areas

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

4. Terminal 1 – Outside Areas (Including Pedestrian Bridges)
5. Terminal 2 – Inside Areas
6. Terminal 2 – Outside Areas (Including Pedestrian Bridges)
7. International Building (Baggage Claim)

B. **Capacity and Capability:**

Provide a summary of the steps necessary and the deliverables required to complete the seasonal decoration services in the best interest of the Authority and the general public. Respondent shall also provide documentation of professional history and skills or relative experience demonstrating their capacity, capabilities, and working knowledge for the performance of the services requested in this RFP or of similar projects. Respondent shall submit twenty (20) individual color images of recent projects performed in the last five (5) years, which demonstrate Respondent's capacity and capability to provide the requested services. Individual images should be labeled citing location and date. **WEBSITE LINKS ARE NOT ACCEPTABLE AND WILL NOT BE REVIEWED.**

C. **Proposed Implementation Plan and Approach/Methodology:**

Provide a proposed implementation plan and approach/methodology describing how work will be performed. Provide suggested specialized planning and design proposals, as well as photos/images, for each area to be decorated as described in the draft scope of work. Include information regarding overall understanding of the requirements and any foreseeable limitations. Demonstrate the ability to produce and deliver required services within an annual budget; to perform services within a specified time frame, identifying and addressing potential problems as well as safety issues; and to establish a quality assurance/quality control plan to achieve the services requested.

D. **Project Team and Experience:**

Provide an organizational description. Include core project team/staff, composition, availability, qualifications and prior experience in providing similar projects. Include resumes listing backgrounds, experience, and general tasks each person will perform and a profile of the support staff who will be assigned to the project(s).

E. **Proposed Fees/Cost to Authority:** “Exhibit B” – “Compensation & Payment Schedule” must be completed and submitted with each proposal. “Exhibit B” is in the draft contractor agreement set forth below. Submit all proposed costs and fees associated with performing and completing the services and project requested in this RFP, including a description of each type of fee. (i.e., hourly rate, trip charge, monthly fixed, tax, etc.).

F. **Sustainability** – The Authority adheres to a Sustainability Management Program. Respondent shall describe and demonstrate working knowledge of environmental issues, including but not limited to sustainability; Environmental Management; Green/Environmentally Preferable Purchasing; Waste Reduction/Waste Diversion/Recycling; continuous improvement; and transparency in environmental performance.

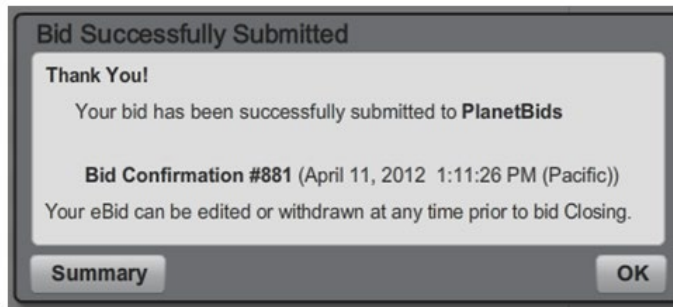
G. **Policy 5.12.** This RFP is subject to Authority Policy 5.12 Preference to Small, Veteran Owned, and Local Business. A qualified business desiring consideration under the Policy must complete and submit with its proposal “Attachment D”.

Part 5. PROPOSAL SUBMISSION INSTRUCTIONS

Respondents must be registered as a vendor on the Authority's website to electronically submit proposals. Proposals not submitted in the manner described herein may be considered non-responsive and be subject to rejection. Proposals submitted to the Authority after the specified due date and time in the RFP shall be rejected as late. No late proposals will be accepted.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

- A. **Electronic submission of proposal to Authority website:** Respondent shall submit their proposal electronically to the Authority's online bid management website. Proposal must be packaged and submitted as a single PDF document.
- B. **Confirmation Notice:** Upon a Respondent's successful submission of its documents, the Respondent will receive a confirmation number. It is recommended that the confirmation number be printed and retained for Respondent's records. See sample confirmation screen shot below:



Part 6. INQUIRIES

- A. **RFP/Addenda Questions:** If discrepancies or omissions are found by any Respondent or there is doubt as to the true meaning of any part of the RFP, a written request for clarification or interpretation must be submitted electronically utilizing the Authority's bid management website before the deadline set forth below in this RFP. Questions submitted after this time will not be considered. Any clarification or interpretation or change to the RFP will be by written addendum signed by an authorized representative of the Authority. The Authority is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addendum. A copy of each addendum will be posted on the Authority's website. Any addenda so issued are to be considered a part of the RFP document.

THE AUTHORITY, ITS OFFICERS, AGENTS, AND EMPLOYEES WILL NOT BE RESPONSIBLE FOR ANY ORAL INSTRUCTION, MODIFICATION, OR CLARIFICATION RELATED TO THIS RFP. RESPONDENTS SHALL NOT RELY UPON ORAL COMMUNICATIONS.

All RFP related correspondence shall be emailed to Missy McGrath at: mcmgrath@san.org.

- B. **Other Communications:** Respondent who conduct or arrange for any communication not provided for in this RFP with the President/CEO, a Board member, any Authority employee or member of the Panel regarding this RFP may be disqualified.

Part 7. SCHEDULE AND CONFERENCE LOCATION

- A. **Pre-submittal Conference:** (Attendance is not mandatory).

This conference will be broadcast via online meeting, with a dial-in option. The meeting is an opportunity for Respondents to listen to a brief overview of the solicitation document and procurement process. Respondents' questions must be submitted electronically utilizing the Authority's bid management website; they will not be addressed during this meeting. Respondents are not required to participate.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

The meeting will begin at **2:00 p.m. on June 29, 2026**, via Microsoft Teams.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/241585270298568?p=1wtCpWwh5yTEeYUgdy>

Dial in by phone

[+1 619-737-2396](tel:+16197372396), [833144758#](tel:+1833144758) United States, Chula Vista

Phone conference ID: 833 144 758#

- B. **Job Walk - On-Site: (Attendance is not mandatory). The in person on-site job walk will be held on **July 1, 2026 at 9:00 a.m.****

The on-site job walk is expected to last approximately two (2) hours . Attendance shall be limited to two (2) attendees from each firm submitting a bid. Respondents interested in attending **the job walk must submit a written request, via email, to Missy McGrath at mmcgrath@san.org by 4:00 pm on June 29, 2026.**

Respondents request must include their: 1) Company name; 2) Attendee's name; and 3) Contact telephone number.

The job walk will begin at the Authority's Administration Office located at 2417 McCain Rd. San Diego, CA 92101. Parking is available at the Authority Parking lot. Attendees may bring their parking ticket to the job walk for parking validation.

- C. **Questions – How to Submit and Due Date**

Questions or comments regarding this solicitation must be submitted electronically utilizing the Authority's bid management website. Respondent must be a Prospective Bidder, by downloading the solicitation, to submit questions. Prospective Bidder shall click the "Q&A" tab in the bid opportunity, select "Ask a Question", then add each individual question, or upload a document with multiple questions. After the successful submission of question(s), the Prospective Bidder will receive a confirmation email.

Questions must be received no later than **2:00 p.m. on July 6, 2026**. Responses from the Authority will be communicated via the Authority's bid management website in the "Documents" tab to all Prospective Bidders of this solicitation. Inquiries received after the date and time stated above will not be accepted. Questions will not be accepted via email.

- D. **Proposal Due Date and Time**

Proposals must be received by **2:00 pm on July 20, 2026**. Late proposals will be rejected.

- E. **Interviews**

Interviews, if any, **are anticipated on August 10, 2026**, only in San Diego, conducted online. Dates are subject to change.

Part 8. ATTACHMENTS**Attachment A – Business Organization Statement**

Business (or Individual) Legal Name: (Exactly as it is to appear on the Agreement)

Name and Title: (of individual authorized to execute the Agreement on behalf of Respondent)

Agreement Mailing Address: City: State: Zip:

Telephone Number: Email:

Business Type, if applicable, include State where incorporated, (i.e., a California Corporation, a Nevada Limited Partnership, a Sole Proprietor, etc.).

If using a fictitious business name ("DBA") state name and provide evidence of Cal. Bus. & Prof. Code §17900 *et seq.*
Business Annual Gross Receipts:**Age of Business:** _____ Years _____ Months

- a. ☐ Less than \$500,000 b. ☐ \$500,000 to \$1,000,000
c. ☐ \$1,000,000 to \$2,000,000 d. ☐ \$2,000,000 to \$5,000,000 e. ☐ Over \$5,000,000

Addenda: By my signature below I acknowledge receipt of all addenda, if any. Addenda are located in this RFQ's addenda section on the Authority's website. State the addenda number(s), if any, you have received:

Debarment: Have you or your firm ever been debarred from doing business with any government entity?

Yes ____ No ____

If the answer is "YES," please provide information regarding each debarment by listing on an attached paper the following information; (1) debarring government entity; (2) dates of debarment; and, (3) reason of debarment.

If Partnership, Partnership Name(s): _____

If Partnership, has it done business in California? _____ Yes _____ No

Is Partnership Agreement Recorded? _____ Yes _____ No

Partnership Information: _____
Date Book Page County State

If Joint Venture, Joint Venture Name(s): _____

If Joint Venture, has it done business in California? _____ Yes _____ No

Is Joint Venture Agreement Recorded? _____ Yes _____ No

Joint Venture Information: _____
Date Book Page County State

Signature:

Title:

Print Name:

Date:

Attachment B – Declaration of Non-Collusion

**DECLARATION OF NON-COLLUSION TO ACCOMPANY
PROPOSAL (HEREINAFTER "Proposal")**

State of _____)

County of _____)

_____, being first duly sworn, deposes and states:
Name of Declarant

That he/she is _____
Title

of _____ ,
Name of Respondent

and submits herewith the attached Proposal to the San Diego County Regional Airport Authority; that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or a sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the proposed price, or of that of any other Respondent, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the Proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his/her/its Proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto; that Respondent has not paid, and will not pay, any fee to any corporation, partnership, company association, organization, or to any member or agent thereof, to effectuate a collusive or sham Proposal. Respondent further swears under penalty of perjury under the laws of the State of California that all information in the Proposal and this Declaration is true and correct.

Any person executing this declaration on behalf of a Respondent 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 executed, and does execute, this declaration on behalf of the Respondent.

Dated: _____, 20_____.

Signature of Declarant

Attachment C – Prime Respondent: Eligibility and Preference Verification Certificate

Certification of Eligibility for Preference. The Authority is committed to maximizing opportunities for qualified certified small businesses, veteran owned small business, and local business to compete for and be awarded Authority contracts (Refer to Authority Policy 5.12).

Total Allowable Preference. The maximum allowable preference awarded shall not exceed two hundred thousand dollars or seven percent on any single response. For qualification based criteria, the use of the preference points shall be applied to determine which proposers shall be interviewed for final consideration and to determine the recommended final contract award.

Eligibility as a Small Business. Check the applicable statement and attach relevant evidence for verification.

- ☐ Enrolled in the Authority's Bonding and Contract Financing Assistance Program which requires verification by Authority staff that the firm meets Small Business Administration (SBA) size standards. If applicable, state the date your business was enrolled in the Authority's Bonding and Contract Financing Assistance Program (MM/DD/YYYY): _____.
- ☐ A business concern that is certified as a Disadvantaged Business Enterprise (DBE) by the California Unified Certification Program. Identify DBE Firm ID #: _____.
- ☐ Possesses a valid certification issued by an agency, approved by the Authority, which verifies the firm is within Small Business Administration (SBA) size standards.
Approved certifying agencies can be found on the Small Business Development webpage: www.san.org/smallbusiness. If applicable, identify the:
Small Business Certification Agency: _____, and
Small Business Certification Number: _____
- ☐ Not eligible for consideration as a Certified Small Business.

Eligibility as a Veteran Owned Small Business. Check the applicable statement and attach relevant evidence for verification.

- ☐ A business concern that is certified as a Veteran Owned Small Business (VOSB) or Service Disabled Veteran Owned Small Business (SDVOSB). The Authority may consider a company eligible if it receives certifications both as a Veteran Owned Business and as a Small Business, by a reciprocal agency. Self-certifications or proof of service will not be accepted by the Authority.
- ☐ Not eligible for consideration as a VOSB or SDVOSB.

Eligibility as a Local Business: Check the applicable statement.

- ☐ Business concern qualifies as a local business, for firm submitted the Local Business Enterprise Affidavit of Eligibility form to the Authority and is enrolled in the Authority's Local Business Enterprise Directory prior to the solicitation due date.
(Form can be found at www.san.org/smallbusiness under the Resources tab)
- ☐ Is eligible as a local business, but firm has not submitted the Local Business Enterprise Affidavit of Eligibility form and is not enrolled in the Authority's Local Business Enterprise Directory.
- ☐ Not eligible for consideration as a Local Business.

Authority Policy 5.12 is applicable to this solicitation. Any business claiming to be eligible for preference shall so certify in writing. Businesses that qualify for the Authority's preference must complete this "Attachment D" and submit it as a part of their solicitation response. Late submittals of "Attachment D" will not be considered. The Authority shall not be required to verify the accuracy of any such certifications. Any person or business falsely claiming eligibility under this section may be debarred in accordance with Authority Code, Articles 5.10 through 5.18. The Authority shall also have the right to terminate all or any part of any contract entered into where a preference was considered and later found to be false.
By my signature below, I hereby certify under penalty of perjury that the above information is just and correct.

Business Name: _____ Print Name: _____

Signature: _____ Title: _____ Date: _____

Part 9. GENERAL INFORMATION

A. Authority's Reservation of Rights

There is no guarantee that a Respondent will be interviewed and no guarantee that those interviewed will be awarded an agreement. Authority reserves the right to award an agreement contingent upon the Respondent's satisfactory completion of all conditions. This RFP constitutes only an invitation to prepare and submit a proposal and is not a request for a competitive bid or statement of qualifications for services.

The President/CEO reserves the right to reject any and all proposals; to waive any informalities or irregularities in any proposal received; to waive any requirement of the RFP documents as to the submitting procedure; to revise the RFP prior to the time for final submission of written proposals or to revise the RFP documents at any time; to withdraw this RFP at any time; to extend the time for submittal of proposals; to conduct or not conduct interviews; to reschedule interviews scheduled; to recommend to the Board none, one or more than one Respondent for an award.

The Authority reserves the right to award one or more agreements on the basis of proposals submitted or to negotiate with the Respondent(s) found to offer the best proposal, at the Authority's option. By submission of its proposal, each Respondent agrees to be legally bound thereby if its proposal is accepted by the Authority. The Authority shall not be obligated to respond to any proposal submitted nor shall it be legally bound in any manner whatsoever by the receipt of any proposal.

"Exhibit A" – "Scope of Work" to the draft agreement attached to this RFP is a proposed scope of work for the agreement that the Authority intends to execute pursuant to this RFP process. Respondents should note that the Authority reserves the right to modify "Exhibit A" during agreement negotiations with the selected Respondent.

Any and all agreements arising out of a proposal submitted hereunder (including any negotiations that follow) shall not be binding on the Authority, its Board, officers, employees, or agents unless duly approved and executed by the Authority or as applicable by the Board, in accordance with the Authority's Policies and applicable laws.

B. Respondents' Representation of Due Diligence

The submission of a proposal shall be deemed a representation and certification by the Respondent that it has investigated all relevant conditions, facts,

circumstances, procedural requirements and aspects associated with this RFP, and that it has read, understands, and accepts the RFP as written.

C. Best and Final Offer

The Authority reserves the right to provide Respondents with an opportunity to submit a Best and Final Offer ("BAFO"). The BAFO process is an optional step in the evaluation and selection process. BAFO may be asked of all Respondents who submitted proposals, or only the top candidates. Respondents are not required to submit a BAFO and may respond by submitting a statement that their proposal remains as originally submitted.

The BAFO request will ask for specific information and have a deadline. Requested information may include a request to reduce costs, provide additional information, or clarify specific areas in their proposals. The BAFO request will state whether the BAFO will be considered as an additional evaluation criteria, or replace the scores on the original evaluation criteria. Neither the Respondent's rankings nor information on other proposals will be released during the BAFO process.

D. Award of Proposals

The award of an agreement may be made to the Respondent(s) who demonstrates, in the Authority's sole judgment, that it is best capable of and will meet or exceed the Authority's goals and objectives.

E. Acknowledgement

By submitting its proposal, Respondent acknowledges that the Authority has the right to make any inquiry or investigation that it deems appropriate to substantiate or supplement information, and authorizes the release to the Authority of any and all information sought in such inquiry or investigation.

F. Withdrawal

No proposal may be withdrawn after it has been submitted to the Authority unless the Respondent so requests by letter or facsimile and such request is received by the Authority before the time set for receiving proposals. No proposal may be withdrawn after the scheduled due date for a period of 180 calendar days.

G. Protest Procedures

All parties wishing to file a protest shall comply with the procedures set forth herein.

A protest relative to the solicitation process must be submitted in writing to the President/Chief

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

Executive Officer of the Authority and be received by the Authority on or before 4:00 p.m. of the 10th business day following notification to the Respondent of a recommendation to award the agreement to one or more other firms. The protest shall contain a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof. All protests must be addressed to: Authority Procurement Department (Protest), 2417 McCain Road, San Diego, CA 92101. Three copies must be received at the same time the original protest is delivered. Complete copies must be addressed to; (1) Office of the General Counsel (Protest), (2) Procurement Manager (Protest) and (3) emailed to Procurement Manager at contactprocurement@san.org.

- 1) The protest document must contain a complete statement of the factual and legal basis for the protest.
- 2) The protest document must refer to the specific portion of the solicitation, or other applicable document that forms the basis for the protest.
- 3) The protest must include the name, address, and telephone number of the person representing the protesting party.
- 4) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all others with a direct financial interest who might be adversely affected by the outcome of the protest. Such parties shall include all other Respondents who appear to have a reasonable prospect of receiving an award depending on the outcome of the protest.
- 5) The Procurement Manager or his/her designee overseeing the RFP will issue a written decision on the protest within five (5) working days following receipt of the written protest.
- 6) If the protest is rejected, the party filing the protest has five (5) working days from the date of the Procurement Manager's written decision to file an appeal to the Director of Procurement using the same delivery instructions as above. The Director will issue a ruling with fifteen (15) working days following receipt of the written appeal. If the Director determines that the protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for the award of future agreements.
- 7) The procedure and time limits set forth in this paragraph are mandatory and are the

Respondent's sole and exclusive remedy in the event of protest. Failure by a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a government claim or legal proceeding.

H. Confidentiality of Proposal

All documents submitted in connection with this RFP are subject to disclosure in accordance with the California Public Records Act ("CPRA") (Cal. Gov. Code §6250, *et seq.*) Proposals will remain confidential until the Authority has concluded negotiations with the successful Respondent but may be released before final approval by the awarding authority (see *Michaelis, Montanari & Johnson v. Superior Court* (2006) 38 Cal.4th 1065). Proposals will become the property of the Authority upon receipt. Should a Respondent assert that portions of its proposal are exempt from disclosure pursuant to the CPRA, Respondent must: (1) identify, in writing, all materials that the Respondent claims are exempt from disclosure; and (2) state the precise statutory basis upon which Respondent claims the material is exempt. General claims of exemption covering entire proposals or without asserting specific statutory authority will not be considered, and such proposals remain subject to disclosure by the Authority. The Respondent claiming an exemption under the CPRA must also agree and state in its proposal that, *"The Respondent agrees: (1) to indemnify and hold harmless the Authority and its Board, officers, officials, directors, employees, agents, and volunteers (collectively, "Indemnified Parties") from any claims, liability or damages, including reasonable attorney's fees and court costs, against the Indemnified Parties; and (2) to defend any actions brought against the Indemnified Parties for its refusal to disclose materials Respondent claims are exempt from production under the California Public Records Acts to any party."* Notwithstanding Respondent's assertion that materials are exempt from production under the CPRA, the Authority retains absolute discretion to determine whether to disclose materials submitted by Respondent in response to the RFP and shall have no liability to Respondent for such disclosure.

I. Indemnity and Cost

The Respondent agrees to defend, indemnify, and hold harmless the Authority and its Board, officers, officials, directors, employees, agents, and volunteers for any claims of copyright, patent or trademark infringement arising out of, caused directly or indirectly by the acts or omissions of the Respondent in relation to this RFP and the proposal.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

Each party responding to this RFP shall bear all of its own costs and expenses, direct and indirect, associated with or related to any action taken in response to this RFP, and the Authority shall not be responsible in any manner for such costs and expenses. Proposals, including all drawings, plans, photos, and narrative material, shall become the property of the Authority upon receipt. The Authority shall have the right to copy, reproduce, publicize, or otherwise dispose of each proposal in any way that the Authority selects. The Authority shall be free to use as its own, without payment of any kind or liability therefore, any idea, scheme, technique, suggestions, layout, or plan received during its proposal process.

The San Diego County Regional Airport Authority is a recipient of federal funds issued by the Federal Aviation Administration. Code of Federal Regulations ("CFR") 49, Part 23 and 26, requires the Authority to establish an overall disadvantaged business enterprise ("DBE") goal for each federal fiscal year. A federal fiscal year is a twelve-month period commencing on October 1. The Authority has an existing DBE-Neutral Disadvantaged Business Enterprise Program and requests that the Respondent support this Program.

Questions regarding the Equal Opportunity Program Requirements – call 619-400-2568.

Part 10. EQUAL OPPORTUNITY STATEMENTS

A. Equal Opportunity Contracting Statement

All businesses, including those that meet the definition of socially and economically disadvantaged, as defined in 49 Code of Federal Regulations ("CFR") Part 23 and 26, will be provided equal access to participate in the performance of all Authority and in DOT-assisted contracting and leasing opportunities. In the procurement of service and consulting agreements and the purchase of supplies, materials and equipment, the Authority's President/CEO or his or her designee shall be responsible for following all procedures required by (1) the Authority, (2) the San Diego County Regional Airport Authority Act, as amended from time to time, and (3) other applicable federal, state and local laws.

B. Equal Opportunity Requirements

All companies interested in conducting business with the Authority shall not discriminate against any employee or applicant for employment, because of race, color, religion, gender, national origin, ancestry, physical or mental disability, veteran status, medical condition, marital status, age (40 years and older), sexual orientation, pregnancy or other non-job related criteria. Interested companies shall also take action to assure that applicants and employees are treated without regard to the same criteria listed above.

C. Small Business Development

The Authority encourages small businesses to contact all potential prime contractors on the RFP mailing list if they are interested in participating in this process. The Authority discourages prime contractors from imposing limitations on small businesses on the number of other proposals they wish to participate in as subcontractors.

D. Disadvantaged Business Enterprise Program

Part 11.DRAFT – CONTRACTOR AGREEMENT

**Agreement [number TBD] between the
San Diego County Regional Airport Authority
And
[BUSINESS NAME]
For
Professional Seasonal Decoration Services**

DRAFT

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

DRAFT - Contractor Agreement

This Agreement is made by and between the SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, and [NAME OF CONTRACTOR, a TYPE OF BUSINESS ENTITY]. The Parties agree:

1. **DEFINITIONS:** As used within this Agreement, the following terms shall have the meanings as set forth below:

Accounting Records: any and all documents relating to invoices, costs, payment, settlement, or supporting documentation of Contractor relating to this Agreement.

Agreement: this Service and Consulting Agreement including all exhibits and attachments and executed Task Authorizations.

Airport: the San Diego International Airport.

Audit Period: the period of time from commencement of the term of the Agreement to the third anniversary of the Authority's final payment under the terms of this Agreement.

Authority: the San Diego County Regional Airport Authority, a local governmental entity of regional government, acting through its President/CEO for purposes of this Agreement.

Compensation: all monetary consideration provided Contractor pursuant to this Agreement including fees and Reimbursable Expenses.

Contractor: [Name, Type of Business Entity], and any officers, directors, employees, agents, or volunteers of Contractor.

Design Professional: any of the following professions:

- *Architects* licensed pursuant to Chapter 3 of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter;

- *Landscape Architects* licensed pursuant to Chapter 3.5 of Division 3 of the Business and Professions Code, and a business entity offering landscape architect services in accordance with that chapter;

- *Professional Engineers* registered pursuant to Chapter 7 of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter; and

- *Professional Land Surveyors* licensed pursuant to Chapter 15 of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

DHS: the U. S. Department of Homeland Security.

Expenses: expenditures made by Contractor in the necessary and reasonable performance of this Agreement. Expenses include costs for travel, facilities, equipment, personnel, tools, and other materials. See "Reimbursable Expenses" below.

FAA: the Federal Aviation Administration.

Non-design Professional: all professions other than Design Professionals as defined above.

Parties: the Authority and Contractor collectively.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

President/CEO: the President/CEO of San Diego County Regional Airport Authority or his/her designee.

Proprietary Information: all confidential, personal, proprietary and trade secret information and materials of the Authority, or of its Board, officers, employees, or of its suppliers, vendors or customers. Proprietary Information includes, without limitation, any: (a) information, ideas or materials of a technical or creative nature, such as designs and specifications, computer source and object code, and other materials and concepts relating to the Authority's intellectual property rights; (b) information, ideas or materials of a business nature, such as non-public financial information; information regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees and salaries; development plans; business and financial plans and forecasts; (c) all personal property, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints and other documents or materials, or copies thereof, received by Contractor in the course of Contractor's rendering of the Services to the Authority, including, without limitation, records and any other materials pertaining to the Work Product; and (d) information, ideas and opinions of a personal nature, such as the thoughts, impressions, personal histories and goals of Authority employees.

Reimbursable Expenses: those Expenses which are identified in "Exhibit B" to this Agreement as reimbursable by the Authority.

Services: all actions, assistance, and deliverables described in "Exhibit A" to this Agreement.

SSI Information: all documents, data, reports, drawings, specifications and other works, whether complete or incomplete, in oral, written, graphic or electronic form related to airport or airline security or contingency plans, security incident response plans, security directives, or any other such documents or materials protected by 49 CFR Part 1520, *et seq.*

TSA: the Transportation Security Administration, or any successor to the TSA.

Work Product: all documents, data, reports, drawings, specifications, and other works, including copies prepared by Contractor pursuant to this Agreement, whether complete or incomplete and whether in oral, written, graphic, or electronic form.

2. **TERM**: The term of this Agreement commences on [DATE TBD] and ends [DATE TBD] (the "Term"), with an option for Two (2) one-year extensions, which may be exercised at the sole discretion of the President/CEO.
3. **SCOPE OF WORK**: Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the Authority with the Services set forth in "Exhibit A" entitled "Scope of Work", which is attached to and incorporated in this Agreement.
4. **COMPENSATION**:

A. **General**: Authority shall pay Contractor for the Services provided in accordance with the terms set forth in "Exhibit B", entitled "Compensation and Payment Schedule", which is attached to and incorporated in this Agreement. Authority shall make good faith efforts to pay Contractor all undisputed amounts within thirty (30) days of Authority's approval of Contractor's invoice submitted in accordance with Section 5 of this Agreement. The payments specified in "Exhibit B" shall be the only compensation to which Contractor shall be entitled under this Agreement. Authority has no obligation to expend the amount of monies designated as Maximum Amount Payable or to pay any amount in excess of the Maximum Amount Payable.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

- B. No Guarantee of Compensation:** Should this Agreement be an “on-call” agreement, Authority makes no guarantee to Contractor as to the amount of Contractor-provided Services that will be requested by the Authority or the amount of compensation that will be provided Contractor pursuant to this Agreement. Under no circumstances, shall Contractor or any of its subcontractors be entitled to or compensated for any direct or indirect loss arising from or relating to Authority’s failure to authorize performance of Services under this Agreement. Said direct and indirect loss includes, but is not limited to, loss of expected profits, business overhead, loss of productivity, and loss of opportunity to work on other projects.
- C. Staff Assignments:** Contractor agrees to assign only competent personnel to perform Services according to the reasonable and customary standards of training and experience in the relevant field. Where Services are provided on an hourly rate basis, Contractor agrees to use personnel with the lowest hourly rate to competently provide Services. Failure to assign competent personnel will constitute grounds for immediate termination and/or refusal to compensate Contractor for such Services.
- D. Staff Continuity:** Contractor will use its best efforts to ensure continuity of personnel assigned to perform Services. Contractor will obtain Authority’s prior approval before reassigning any full-time staff.
- E. Expenses:** Unless expressly provided otherwise in “Exhibit B”, Contractor shall bear all expenses required to perform Services pursuant to this Agreement.
5. **INVOICES:** Contractor shall submit monthly invoices, or at such other intervals as otherwise directed by Authority, describing the Services and Reimbursable Expenses for which payment is sought in accordance with Sections 3 and 4 of this Agreement. Invoices shall be in a form acceptable to the Authority and include the following:
- A. Documentation of Services:**
- 1) Contractor shall submit monthly invoices that identify by name each person or persons who provided Services during the period covered by the invoice. Unless otherwise agreed to by the Authority, the invoice, below each person’s name, will describe with specificity each task the person performed and the date(s) that the person performed the task. Following the description of each task performed, the invoice will list (i) the amount of time by date that the person expended on the task, (ii) the documents associated with the task that the individual prepared, (iii) the compensation requested for the tasks provided by the person, and (iv) the basis of calculation of the compensation. For each identified task, the invoice will identify the authorized Reimbursable Expenses incurred by the individual in performance of each task. Identification of Reimbursable Expenses will include the documentation specified below.
 - 2) Contractor shall provide written notice to the Authority when the total compensation expended under the Agreement reaches 75% of the total compensation allowed. If requested in writing by the Authority, each invoice shall state the total compensation and expense for each task billed as of the date of the statement and provide a running total of all compensation and expenses invoiced from the beginning of the Agreement year in which Contractor began providing Services to the date of the current invoice.
- B. Documentation of Reimbursable Expenses:**
- 1) Reimbursable Expenses, if any, for which Contractor may request reimbursement are set forth specifically in “Exhibit B”.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

- 2) Reimbursable Expenses under \$25.00: Contractor shall attempt in good faith to attach to each invoice all necessary documentation and receipts to support expenses under \$25.00.
- 3) Reimbursable Expenses over \$25.00: Contractor shall attach to each invoice, detailed, itemized receipts to support expenses over \$25.00. In no event will the Authority reimburse Contractor for expenses over \$25.00 that are not supported by necessary written detailed documentation with itemized receipts.

C. **Declaration To Accompany Each Invoice:** Invoices submitted shall contain the following signed certification at the end of the billing statement:

"I hereby certify under penalty of perjury that the above bill is just and correct according to the terms of the Agreement between Contractor and the Authority and that payment has not been received.

By: _____"

D. **Invoice Address:** Unless otherwise agreed by the Parties, all invoices shall be sent to the Authority at the address specified below:

San Diego County Regional Airport Authority
Accounts Payable
P.O. Box 82776
San Diego CA 92138-2776

6. **ACCOUNTING RECORDS:** During the Audit Period, the Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Authority or any other authorized government entity, including but not limited to the FAA and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are pertinent to this Agreement for the purpose of making audit examination, excerpts and transcriptions. The Authority or any other authorized government entity, including but not limited to the FAA and the Comptroller General of the United States or any of their duly authorized representatives, may audit Contractor's Accounting Records. Such audit(s) shall be conducted at reasonable times. Contractor shall maintain all Accounting Records for the entire length of the Audit Period, and shall fully cooperate with any such audit(s). Contractor shall maintain all records within the County of San Diego. If Contractor fails to maintain all records within the County of San Diego, Contractor agrees to reimburse Authority for reasonable expenses involved in traveling to the records storage site. Except as provided in this section, the cost of an audit shall be borne by the Authority. However, if the audit reveals a discrepancy of more than two percent between the Compensation requested by Contractor in accordance with this Agreement and the compensation determined by the audit. Contractor shall pay the cost of the audit as reasonably determined by the Authority.
7. **TIME IS OF THE ESSENCE:** Time is of the essence in this Agreement. If Contractor fails to competently perform Services within the time periods specified in "Exhibit A", or, if no time periods are specified, within a reasonable time period, Authority may terminate this Agreement pursuant to the terms of this Agreement.
8. **ASSIGNMENT OR TRANSFER PROHIBITED:** This Agreement is a personal services agreement between the Parties. Contractor may not in any manner, by operation of law or otherwise, assign, hypothecate, encumber or transfer this Agreement or any of the rights, duties or obligations under this Agreement, in whole or in part, without the express, prior written consent of the Authority. Any attempted or purported assignment of any right or obligation pursuant to this Agreement, without

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

such consent, shall be voidable at the sole discretion of Authority and grounds for termination pursuant to the terms of this Agreement.

9. **TERMINATION:**

- A. If the President/CEO, in his/her sole discretion, becomes dissatisfied with Contractor's performance under this Agreement, the President/CEO may terminate this Agreement by giving written notice to Contractor. Such termination shall be effective immediately on delivery of such notice to Contractor.
- B. Any violation or breach of the terms of this Agreement by the Contractor or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties to this Agreement. The Authority will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractors must undertake in order to avoid termination of the Agreement. The Authority reserves the right to withhold payments to the Contractor until such time the Contractor corrects the breach or the Authority elects to terminate the Agreement pursuant to section C below. The Authority's notice will identify a specific date by which the Contractor must correct the breach. The Authority may proceed with termination of the Agreement if the Contractor fails to correct the breach by the deadline indicated in the Authority's notice.
- C. In addition to any other rights and remedies allowed by law and this Agreement, either party may terminate this Agreement with or without cause by giving thirty (30) days prior written notice. Such termination shall be effective on the date specified in the written notice.
- D. Contractor shall cease performing Services on the effective date of termination and Contractor shall have no further rights under this Agreement except as expressly provided herein. The Authority shall have all rights and remedies provided by law.
- E. Upon termination of this Agreement, Contractor may be compensated in accordance with "Exhibit B" only for Services actually performed and accepted by Authority. Contractor shall not be entitled to any compensation for contractual damages, including, but not limited to expected lost profits, office overhead, loss of productivity, lost opportunity to work on other projects or any other consequential or incidental damages arising from the termination of this Agreement.
- F. If the termination is due to the failure of the Contractor to fulfill the obligations, the Authority may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Authority for any additional cost occasioned to the Authority thereby. If, after notice of termination for failure to fulfill the obligations in this Agreement, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Authority. In such event, compensation to the Contractor shall be determined in accordance with subsection E, above.
- G. Upon termination of this Agreement, Contractor shall deliver immediately to the Authority all property belonging to the Authority, whether given to Contractor by the Authority or prepared by Contractor in the course of rendering the Services, including, but not limited to, all Work Product then in progress, including all material in Contractor's possession that contains Proprietary Information or SSI Information and any copies thereof, whether prepared by Contractor or others. Following termination, Contractor shall not retain any written or other tangible (including machine-readable) material containing any Proprietary Information or SSI Information.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

- H. The duties and obligations imposed by the terms and conditions of the Agreement and the rights and remedies available thereunder are in addition to, and not limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

10. **PROPRIETARY INFORMATION & SSI INFORMATION OF AUTHORITY OR TSA:**

- A. **General:** Contractor's Services may involve access to and creation of Proprietary Information or SSI Information.
- B. **Restrictions on Use and Disclosure:** During the term of this Agreement and thereafter, Contractor shall: (a) hold and use Proprietary Information or SSI Information in strict confidence and solely for the benefit of Authority and not for the benefit of Contractor or any third party; (b) not copy or use any Proprietary Information, except as necessary to perform Services; and (c) not disclose or otherwise make available any Proprietary Information or SSI Information to any third party unless first authorized in writing by the Authority.
- C. **Restrictions on References to Authority:** Contractor shall not represent in any way that Authority endorses or supports Contractor or Contractor's activities without the prior written consent of Authority. Contractor is prohibited from making any representations regarding the relationship between Contractor and Authority without the prior written consent of Authority. Contractor shall not make any representations about Authority or use the Authority's name or the name of any of its Board Members, employees, or agents in documents or material generated by Contractor without the Authority's prior written consent.
- D. **Indemnity:** Contractor shall hold harmless and indemnify Authority for the payment of any civil penalties assessed on the Authority by the TSA or DHS because of Contractor's unauthorized release or divulging of any SSI Information.

11. **AUTHORITY OWNERSHIP OF SERVICES AND WORK PRODUCT:** Authority shall own all Services, including, but not limited to Work Product, prepared pursuant to this Agreement. Ownership includes all rights attendant to ownership, including rights of copyright, patent, and intellectual property rights. Contractor, at its own cost and expense, shall deliver all Work Product to Authority when requested by Authority. With prior written consent of Authority, Contractor may retain limited copies of Work Product, but only for purposes expressly authorized in Authority's consent. Work Product, including copies retained by Contractor, may not be shown to any other public or private person or entity unless expressly authorized in writing by Authority.
12. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor in the performance of this Agreement and shall act in an independent capacity and not as an officer or employee of the Authority. Contractor shall have no authority to act as an agent on behalf of the Authority unless specifically authorized to do so in writing. Authority shall have no liability for Contractor's actions and performance and assumes no responsibility for taxes, bonds, payments, or other commitments, implied or express, that may be made by or for Contractor. Contractor shall purchase all bonds and pay all taxes required for the performance of Services. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between Contractor and Authority or between Contractor and any other entity or party or cause Authority to be responsible in any way for the debts or obligations of Contractor or any other party or entity.
13. **SUBCONTRACTORS:** Contractor agrees that all of its subcontractors shall be subject to the prior written approval by the Authority. Contractor shall remain responsible to the Authority for any and all Services and obligations required under this Agreement, whether performed by Contractor or its subcontractor(s). Any subcontractor(s) employed by Contractor shall be independent

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

contractors and not agents of the Authority. Contractor shall ensure its subcontracts and other agreements made pursuant to this Agreement with subcontractor(s) include all applicable requirements set forth by this Agreement, including, but not limited to, sections entitled: "Insurance Requirements", "Indemnification", and "Conformance with Rules and Regulations".

14. **INSURANCE REQUIREMENTS:**

- A. Contractor shall procure, at its expense, and keep in full force and effect at all times during the term of this Agreement, the types and amounts of insurance specified in "Exhibit C", entitled "Insurance Requirements for Contractor", which is attached hereto and incorporated by reference herein. The specified insurance shall include and insure Authority, its Board and all its officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk associated with the Services as described in "Exhibit A" with respect to Contractor's acts or omissions in the performance of this Agreement, its operations, use, and occupancy of the Airport, and other related functions performed by or on behalf of Contractor in, on or about Airport.
- B. Each specified insurance policy (other than Worker's Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under insured's Agreement with the Authority."
- C. All such insurance shall be primary and non-contributing with any other insurance held by Authority where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor. Such policies may provide for reasonable deductibles and/or retentions acceptable to the President/CEO based upon the nature of Contractor's operations and the type of insurance involved.
- D. Authority shall have no liability for any premiums charged for such coverage(s). The inclusion of Authority, its Board and all its officers, employees, and agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Contractor in Contractor's operations at Airport or in the performance of this Agreement. In the event Contractor fails to furnish Authority with evidence of insurance and maintain the insurance as required, Authority upon ten (10) days prior written notice to comply, may, but shall not be required to, procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse Authority for the cost thereof plus fifteen (15%) percent for administrative overhead. Payment shall be made within thirty (30) days of invoice date.
- E. At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with Authority. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with Authority evidence that the required insurance has been reinstated or provided through another insurance company or companies.
- F. Contractor shall provide proof of all required insurance and related requirements to Authority either by production of: the actual insurance policy(ies); or a Certificate of Insurance in a form acceptable to the Authority; or a broker's letter acceptable to the President/CEO in both form

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

and content in the case of foreign insurance syndicates, or other written evidence of insurance acceptable to the President/CEO. The documents evidencing all required coverages shall be filed with Authority prior to Contractor performing Services or occupying the Airport. The documents shall contain (i) the applicable policy number, (ii) the inclusive dates of policy coverages, (iii) the insurance carrier's name, address and telephone number, (iv) shall bear an original signature of an authorized representative of said carrier, and (v) shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the Authority at least thirty (30) days prior to the effective date thereof. Authority reserves the right to have submitted to it, upon request, all pertinent information about the agent, broker, and carrier providing such insurance.

- G. Authority and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by the President/CEO who may, thereafter, require Contractor, on thirty (30) days prior written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said President/CEO deems to be adequate.
- H. All insurance policies required herein shall have a minimum Best financial rating of A minus 7.
- I. Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code §§ 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Contractor agrees, except where exempted, to provide Authority proof of said insurance by and through a surplus line broker licensed by the State of California at the address specified below:

San Diego County Regional Airport Authority
Risk Management Department
P.O. Box 82776
San Diego, CA 92138-2776

15. INDEMNIFICATION:

- A. **Non-Design Professionals:** In addition to the provisions of the preceding section entitled "Insurance Requirements", Contractor shall indemnify, hold harmless and defend the Authority, its Board, officers, directors, employees, agents and volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and court costs, arising out of, pertaining to, or relating to the performance of the Services described herein, caused by any act or omission of Contractor and/or any of its subcontractors, employees, agents, officers and directors, except where caused by the sole negligence or willful misconduct of the Authority.
- B. **Design Professionals:** Notwithstanding the provisions of the above, the following provision shall apply to Contractors that are Design Professionals when providing "design professional services" (as that term is defined under Civil Code section 2782.8) to the Authority. In addition to the requirements of the section entitled "Insurance Requirements", to the fullest extent permitted by law, Contractor shall defend (with counsel of the Authority's choosing), indemnify and hold the Authority, its Board, officers, directors, employees, agents, and volunteers, free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the Authority, its officials, officers, employees, agents, or volunteers. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, but shall not otherwise be reduced. If Contractor's obligations to defend, indemnify, and/or hold harmless arise out of Contractor's performance of "design professional services" (as defined under Civil Code section 2782.8), then upon Contractor obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the Authority, Contractor's obligations shall be reduced in proportion to the established comparative liability of the Authority and shall not exceed the Contractor's proportionate percentage of fault.

16. **CONFORMANCE WITH RULES AND REGULATIONS:**

A. Contractor agrees to abide by any and all:

- 1) Applicable rules, regulations, resolutions, policies, codes, orders and restrictions which are now in force or which may be hereafter adopted by the Authority with respect to the operation of the Airport;
- 2) Orders, directives, or conditions issued, given or imposed by the President/CEO with respect to the use and operation of the Airport; and
- 3) Applicable laws, ordinances, statutes, rules, regulations, or orders of any federal, state, county, municipal or other governmental entity, exercising jurisdiction over the Airport.
- 4) Local, state, and federal health directives or orders, as well as the Authority's compliance programs as they relate to communicable diseases (e.g., COVID-19), as individuals enter the Airport, Authority workplaces and office locations.

B. Contractor acknowledges that it has reviewed and accepts the SDIA Security Instructions posted on the Authority's website at www.san.org. If TSA imposes a fine or penalty on the Authority for Contractor's non-compliance with federal laws and or TSA rules and regulations, then Contractor shall reimburse and indemnify the Authority for the entire amount of the fine or penalty.

17. **PREVAILING WAGE:** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wage rates apply to all public works contracts as set forth in California Labor Code, including but not limited to §§1720, 1720.2, 1720.3, 1720.4 and 1771. Contractor is solely responsible to determine if state prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

18. **BANKRUPTCY:** In the event Contractor commences a proceeding under the Federal Bankruptcy Act or is adjudicated bankrupt or insolvent, or a judicial sale is made of Contractor's interest under this Agreement, this Agreement shall at the option of the Authority immediately terminate and all rights of Contractor hereunder shall immediately cease and terminate. If during the term of this Agreement, Contractor files for bankruptcy protection, it covenants and agrees to serve the Authority with a copy of the court filing documents within five (5) days thereafter.

19. **LICENSES AND PERMITS:** Contractor shall possess all licenses, permits, qualifications, and approvals of whatever nature legally required for Contractor to perform the Services under this

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

Agreement. Contractor represents and warrants that it, at its sole cost and expense, shall keep in effect at all times during the term of this Agreement any and all licenses, permits, and approvals that are required for Contractor to practice its profession and/or perform the Services.

20. **CONFLICT OF INTEREST:** Contractor is not now a party to, and during the term of this Agreement shall not enter into, any contract or agreement that will create a conflict of interest with its duties to the Authority under this Agreement.
21. **ENTIRE UNDERSTANDING:** This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations, discussions, obligations, and rights of the Parties regarding this Agreement. Contractor acknowledges that there is no other written or oral understanding between the Parties. No modification, amendment, or alteration of this Agreement shall be valid or enforceable against the Authority unless it is in writing, properly approved and executed by all Parties.
22. **NON-DISCRIMINATION:** Contractor agrees at all times to fully comply with all laws prohibiting discrimination against any person or class of persons by reason of race, color, gender, religious creed, sex (including pregnancy or child birth), age, national origin, ancestry, sexual orientation, physical or mental disability, medical condition including genetic characteristics, veteran status, marital status, family care status, or any other considerations made unlawful by federal, state or local law in performance of this Agreement. If the use provided for in this Agreement allows Contractor to offer accommodations or services to the public, such accommodations, or services shall be offered on fair and reasonable terms.
23. **PARTIAL INVALIDITY:** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.
24. **NOTICES:**

A. **Notice:** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery on the date that personal delivery is accomplished; (b) by overnight courier upon the date of signature verification of receipt; or (c) by certified or registered mail, return receipt requested, upon signature verification of receipt. Notice shall be sent to the addresses set forth below, or such other address as either party may specify in writing:

If to the Authority: President/CEO
San Diego County Regional Airport Authority
P. O. Box 82776
San Diego, California 92138-2776

If to Contractor: [BUSINESS NAME]
[Attn: NAME]
[ADDRESS]
[CITY, STATE AND ZIP CODE]

B. **Effectiveness:** Contractor agrees that Notice from the President/CEO shall be effective as to the Contractor as if it were executed by the Board or by Resolution of the Board.

25. **INTERPRETATION:**

A. **Section Headings:** Section headings in this Agreement are for the convenience and reference of the Parties, and do not define or limit the scope of any section or provision.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

- B. **Fair Meaning:** The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either Party.
- C. **Two Constructions:** If any provision in this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- D. **Governing Law:** This Agreement and all of its terms and conditions shall be construed, interpreted and applied in accordance with, governed by, and enforced under the laws of the State of California.
- E. **Venue:** Notwithstanding applicable provision of 28 U.S.C. § 1391 or of California Code of Civil Procedure § 394, the Parties agree that the venue in all matters arising out of this Agreement shall be the Superior Court of California, County of San Diego.
- F. **Gender:** The use of any gender shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- G. **Integrated Agreement:** The Parties agree that this Agreement and any documents to which it refers contain the whole agreement between the Parties relating to the terms and conditions by which Contractor is to provide Services. The Parties further agree that this Agreement supersedes all previous understandings and agreements between the Parties regarding such terms and conditions. Each party to this Agreement acknowledges that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance that is not set out in this Agreement or in any documents to which it refers, that was made before the execution of this Agreement. Each party waives all rights and remedies which, but for this provision, might otherwise be available to it in respect to any such representation, warranty, collateral contract or other assurance. However, nothing in this provision shall limit or exclude any liability for willful misconduct or fraud. The Parties further agree that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties.
- H. **Other Agreements Not Affected:** Except as specifically stated herein, this Agreement and its terms, conditions, provisions and covenants shall not in any way change, amend, modify, alter, enlarge, impair or prejudice any of the rights, privileges, duties or obligations of either of the Parties under or by reason of any other agreement between the Parties.
26. **JOINT AND SEVERAL LIABILITY:** If Contractor is a limited liability company ("LLC"), partnership, or joint venture or is an entity comprised of more than one party or entity, the obligation imposed on Contractor under this Agreement shall be joint and several, and each member, general partner, joint venturer, party or entity of Contractor shall be jointly and severally liable for all obligations.
27. **WAIVER:** Waiver by either party of any breach by the other party of any one or more of the terms or conditions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other term or condition of this Agreement. Failure on the part of either party to require full and complete compliance by the other party with any of the terms or conditions of this Agreement shall not be construed as changing the terms or conditions or preventing full enforcement of other provisions to this Agreement.
28. **COST OF LITIGATION AND/OR ADMINISTRATIVE ACTIONS - ATTORNEY FEES:** If any action, whether an action in litigation or an administrative action, is brought by a party to this Agreement and arises out of or is traceable to any rights, privileges, or obligations bestowed by this Agreement, including but not limited to breach of any provision of this Agreement, the Parties agree that the

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

prevailing party shall be entitled to and the non-prevailing party shall be bound to pay all reasonably incurred costs associated with the action. The Parties agree that all reasonably incurred costs associated with the action include, but are not limited to attorney fees, costs of legal research incurred in preparing documents filed with the court or administrative body, expert witness fees, and exhibits used in presenting the prevailing party's case to the court, jury or administrative body.

29. **AUTHORITY'S RIGHT TO CONTRACT WITH OTHERS:** The rights granted by the Authority under this Agreement are not exclusive, and Authority reserves the right to enter into other agreements covering the same or similar Services that are described in the Agreement.
30. **EFFECT OF DEBARMENT OF CONTRACTOR ON EXISTING CONTRACTS:** For the entire term of this Agreement, Authority reserves the right to immediately terminate this Agreement in the event that Contractor or any subcontractor is debarred from contracting or providing services by the Authority, the federal government, or by any other California governmental entity.
31. **PROHIBITION OF BENEFITS:** Contractor is familiar with the Authority's prohibition against receipt of benefits by Authority personnel as set forth in Authority Code §2.10. The Authority's Code is posted on the Authority website at www.san.org. Contractor agrees not to offer any Authority personnel any benefit prohibited by said Code. The offer or giving of any benefit prohibited by the Authority Code shall constitute a material breach of this Agreement by Contractor. In addition to any other remedies the Authority may have in law or equity, Authority may terminate this Agreement for breach as provided herein.
32. **FEDERAL AVIATION ADMINISTRATION (FAA) REGULATIONS:** During the performance of this Agreement, the Contractor, for itself, its assignees, successors in interest and subcontractors (hereinafter referred to as the "Contractor") agrees to the current requirements of the FAA, which are subject to change by the FAA and will be communicated to the Contractor accordingly, as follows:
 - A. **CIVIL RIGHTS – GENERAL** (49 U.S.C. § 47123).
 - 1) 1) In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
 - 2) The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.
 - B. **CIVIL RIGHTS – TITLE VI.**
 - 1) Title VI Solicitation Notice. The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

- 2) Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
- a) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - b) Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21, including any amendments thereto.
 - c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - d) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 - e) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - (1) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - (2) Cancelling, terminating, or suspending a contract, in whole or in part.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

- f) Incorporation of Provisions: The Contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 3) Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - b) 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
 - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - e) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - f) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g) The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - h) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- i) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681, *et seq.*).

- C. **FEDERAL FAIR LABOR STANDARDS ACT.** (29 USC §201, *et seq.*; 2 CFR §200.430). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, *et seq.*, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- D. **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.** (29 CFR Part 1910). All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety Health Act of 1970 (29 CFR Part 1910). The Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.
- E. **AIRPORT DEVELOPMENT:** The Authority reserves the right to further develop or improve the landing area as it sees fit, regardless of the desires or views of Contractor and without interference or hindrance.
- F. **REPAIR OF AIRPORT:** The Authority reserves the right, but shall not be obligated to Contractor, to maintain and keep the landing area and all its facilities in repair as well as the right to direct and control all activities of Contractor in this regard.
- G. **SUBORDINATION:** This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the Authority and the United States, relative to the development, operation, or maintenance of the Airport.
- H. **RIGHT OF AIR NAVIGATION:** The Authority reserves for itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein covered by this Agreement. This public right of flight shall include the right to cause any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.
- I. **14 CFR Part 77:** Contractor agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction, modification or alteration of any present or future building or structure is planned for the premises related to this Agreement.
- J. **OBSTRUCTIONS:** Contractor, by accepting this Agreement, expressly agrees for itself, its successors, and assigns that it will not erect nor permit the erection of any structure or object

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

nor permit the growth of any tree on Authority land above the mean sea level elevation of fifty (50) feet. In the event the aforesaid covenants are breached, the Authority reserves the right to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Contractor.

- K. **NO INTERFERENCE:** Contractor agrees for itself, its successors and assigns that it will not make use of Authority premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Authority reserves the right to cause the abatement of such interference at the expense of Contractor.
- L. **EXCLUSIVE RIGHTS:** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of § 308a of the Federal Aviation Act of 1958 (49 U.S.C. § 40103; P.L. 103-272; 108 STAT. 1102, and as it may be amended in the future).

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

33. SIGNATURES:

- A. **Signature of Parties:** It is an express condition of this Agreement that it shall not be complete or effective until signed by Authority and by Contractor.
- B. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

APPROVED AS TO FORM	SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
_____ Signature	_____ Signature
_____ Name	_____ Atif Saeed Name
_____ Title	_____ President/CEO Title
Date: _____	Date: _____

CONTRACTOR: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

By my signature above, I, hereby certify under penalty of perjury under the laws of the State of California, that I am an officer or employee of the organization with authority to bind and obligate the organization.

If your corporation has a seal, please affix below:

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

NOTE TO RESPONDENTS: This is the proposed Scope of Work for the services that are the subject of this RFP. Be advised the Authority reserves the right to modify this scope of work during contract negotiations with the Respondent selected as a result of this RFP process.

Respondents are to detail how they will provide the following services, accomplish the listed minimum requirements and describe prior experience in providing for such requirements.

EXHIBIT A – SCOPE OF WORK

- A-1. Purpose:** The Authority is entering into this Agreement to obtain Professional Seasonal Decoration Services, which may include but are not limited to design, rental, installation, testing, maintenance, repair, de-installation and transportation of seasonal decorations at the Airport.
- A-2. Scope of Contractor's Responsibilities, Contractor-Provided Services and Contractor-Provided Deliverables.** In accordance with and at the direction and approval of the Authority, Contractor shall provide Services that include, but are not limited to, the following:

A. Specified Services:

1. Conditions Associated with Provision of Services. The following standards shall govern the provision of all on-site Services provided by Contractor:
 - a. Contact Personnel and Telephone Numbers. Prior to performing Services, Contractor shall submit to the Authority, in a format acceptable to the Authority, a list containing telephone number(s) and personnel name(s) of individuals authorized to provide Service on behalf of Contractor.
 - b. Notification to Authority Personnel. Upon arriving at Airport to provide Services, Contractor shall notify personnel designated by the Authority of their arrival prior to performing Services. The notification method will be determined by Authority. Upon conclusion of Services, prior to departing the Airport, Contractor shall notify designated Authority personnel of completion of Services.
 - c. Contractor's Duty to Keep Authority Informed. Contractor shall take action to ensure the Authority is fully informed at all times of the status of Services being provided. Such actions include immediately informing the Authority of:
 - 1) Any personnel injury or damage to Authority or Airport tenant property;
 - 2) Any actual or perceived hazard to personnel, equipment, or facilities; and
 - 3) Any change to the time schedule for provision of Services in the approved work plan, the reasons for the change and a proposed revised time schedule.
 - d. Non-interference with Airport Operations. Contractor shall take all appropriate actions, including consultation with the Authority and with Airport tenants that may be impacted by Contractor's provision of Services, to ensure the provision of Services does not interfere with Airport Operations.
 - e. Damage Caused by Services. Contractor shall take all appropriate action to ensure that the performance of Service does not damage Airport facilities, painted surfaces or adjacent areas. In the event Contractor does damage to the facilities, painted surfaces or adjacent areas, Contractor shall immediately notify the Authority of the

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

damage and shall repair such damage within twenty-four (24) hours of notification by the Authority, at no additional cost to the Authority. If Contractor does not complete or fails to perform repairs, to the Authority's satisfaction, the Authority will perform the repairs and deduct the cost of said repairs from Contractor's Invoice.

- f. Cleanliness. At all times while providing Services, Contractor shall keep the service area clean and free of debris. Contractor shall ensure that all tools and equipment will be removed from the service area when Services have been completed.
 - g. Disposal of Debris. Contractor shall promptly and properly dispose of all material and debris generated in the provision of Services. Contractor shall not store or dispose of any such material or debris on Airport or Authority property without the prior, written approval of the Authority.
 - h. Professional Standards. Contractor acknowledges that the Airport consists of public-use facilities and recognizes the attendant obligation to ensure that Contractor personnel and agents maintain the highest level of professional standards in attire, decorum, and interaction with the public and Authority personnel.
2. Winter Holiday Seasonal Decoration Plan. At no cost to the Authority, each year during the term of this Agreement Contractor shall submit to the Authority for review and approval a draft winter holiday seasonal decoration plan, which includes the use of Contractor-provided decorations, for each Airport terminal. Unless otherwise agreed in writing, Contractor shall provide Authority with the draft winter holiday seasonal decoration plan no later than September 30 of each year. Authority may suggest modifications to the draft plan and shall have sole and absolute discretion to determine whether the draft winter holiday seasonal decoration plan is acceptable. After Contractor submittal and before Authority approval of a draft plan, Contractor shall join Authority staff for a site walk of the locations impacted by the draft plan. Once the Authority approves of a winter holiday seasonal decoration plan (the "Decoration Plan"), it shall notify Contractor in writing.
3. Decoration Plan Content. Each Decoration Plan shall include all information pertinent to Contractor-provided decorations, internal and external terminal decoration design, transportation, installation, testing, maintenance and de-installation of all seasonal decorations utilized under this Agreement. Each Decoration Plan shall also include the following:
- a. Required Elements: Contractor's Decoration Plan shall include, but not be limited to, the use of three (3) to four (4) holiday trees that are each 26-30 foot tall.
 - b. Maps of Each Terminal: Using Authority-provided electronic maps, as set forth in Appendix A, of each Airport terminal, Contractor shall develop for each terminal a map indicating the Decoration Plan and planned installation locations of all seasonal decorations. The Decoration Plan shall include but is not limited to Contractor-provided: trees, wreaths, flowers, multi-colored LED lights, garlands, snowflakes, bells, trumpets, candy canes, Santa sleigh, reindeer figures and other Authority-approved decorations. The map shall indicate the type of decorations and the number of decorations of each type that are to be located at each site. Each map will also include all other information pertinent to the installation of decorations including but not limited to the estimated time required for installation, necessary safety precautions

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

associated with each installation, and suggested routes for the delivery of the decorations to their designated locations in the Airport.

- c. **Schedule of Installation and De-installation:** For each terminal, Contractor shall provide a finalized detailed installation schedule and de-installation schedule no less than four (4) weeks prior to the installation or de-installation service for decorations unless otherwise requested solely by the Authority. Unless otherwise directed by Authority, Contractor shall schedule the performance of installation and de-installation Services to take place only between the hours of 9:00 p.m. to 5:00 a.m. Unless otherwise directed by Authority, Contractor shall schedule and complete all installations of decorations no later than one week prior to the Authority designated decoration service date. All de-installations shall commence on the date solely designated by the Authority and shall be completed within five (5) business days after commencement.
 - d. **Special Equipment:** Contractor shall identify each piece of large and/or special equipment Contractor intends to use in the installation or de-installation of the decorations. Contractor will be responsible for providing the special equipment needed for the installation and de-installation services of decorations around the Airport. Contractor shall not use any special or large equipment that was not previously identified in the Decoration Plan without the express authorization of the Authority. If special equipment rental is required for the completion of services required in this Agreement, Contractor must include the rental equipment in its Decoration Plan prior to the utilization of aforementioned rental equipment.
 - e. **Energy Efficiency and Use of Recycled Materials:** Contractor shall be responsible for ensuring that all decorations requiring electrical lighting used at Airport contain only LED lights and shall be responsible for utilizing decorations made from recycled materials wherever possible.
4. **Transportation of Decorations:** At no cost to the Authority, Contractor shall be responsible for the safe transport of all Contractor-provided seasonal decorations. When transporting decorations, Contractor shall conform to and take all necessary precautions to ensure all decorations remain undamaged during transport, including but not limited to packaging and un-packaging of decorations prior to providing services required as a result of this Agreement.
 5. **Maintenance and Storage of Decorations.** During the term of this Agreement, Contractor shall maintain and store all Contractor-owned decorations prior to installation and following de-installation at Contractor's facility at no cost to Authority.
 6. **Contractor-Provided Decorations:** As requested by the Authority, Contractor shall provide the Authority with decorations for use at or around the Airport. Contractor shall incorporate approved Contractor-provided decorations into its Decoration Plan. During the period of time the decorations are installed at the Airport, Contractor shall ensure that all decorations remain in good working condition. Throughout the time period the decorations are positioned around the Airport, Contractor shall:
 - a. Provide regular onsite interior and exterior inspections of the decorated areas, especially during inclement weather; and

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

- b. Be responsible for immediately notifying the Authority of any decorations that require repair or replacement and shall repair or replace the decoration within forty-eight (48) hours of notification to the Authority.
 7. Installation of Decorations: Contractor shall install seasonal decorations in accordance with the Authority-approved Decoration Plan. All such installations shall conform to highest professional levels, best practices and be done in a safe manner that reflects favorably on the Airport. Contractor shall test all decorations during and after the installation for proper operation and performance and shall not place non-operational or defective decorations in or around the Authority and terminals. Contractor shall repair, in a timely manner, any and all defective decorations prior to their utilization. Contractor shall promptly notify Authority of the need to deviate from any approved plans and shall provide recommended alternates that shall only be used with prior approval from the Authority. Contractor shall take all necessary action to ensure that no trip hazards such as wires or other personnel hazards are present during and after the installation of decorations. Contractor shall ensure that all electrical wiring associated with the installation is in accordance with applicable codes and practices. Contractor shall ensure that all decorations and associated electrical wiring is properly installed so that such decorations pose no hazard or safety concern to the public or employees at the Authority. Contractor shall conduct periodic inspections of all decorated areas to ensure proper operation and performance. When and as requested by Authority, Contractor shall modify and/or repair installed decorations in accordance with the Authority's request within forty-eight (48) hours of notification.
 8. De-installation of Decorations: Unless otherwise directed by Authority, Contractor shall de-install seasonal decorations in accordance with the Authority-approved Decoration Plan. Contractor will ensure no damage to Authority property in the course of de-installation and shall conduct proper housekeeping practices of all decorated areas.
 9. Contractor Provided Reports: Contractor shall provide the Authority with specialized reports when and as directed by the Authority which contain, but are not limited to, LED lighting utilized, amount of recycled materials utilized, safety measure taken as part of installation and de-installation and recommendations for process and service improvements for future seasonal decoration services.
- B. Additional Services:** If and when Authority requests Contractor to provide services in addition to those specified above, Contractor shall develop a work plan detailing the specific tasks to be completed and providing a detailed not-to-exceed budget for performing such tasks. Contractor shall not perform any Additional Services until Authority has issued a written notice-to-proceed with the execution of the work plan. Contractor will not be authorized to perform or invoice Authority for any work not specifically authorized in the Authority's notice-to-proceed.

A-3. Non-Financial Obligations of the Authority:

- A. Authority shall provide electronic maps, set forth in Appendix A, of the Airport terminals for Contractor use in the Contractor's Decoration Plan.
 1. Authority shall provide Contractor notice regarding the ongoing construction activities at the Airport and any changes to the locations in Appendix A.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

At Authority's discretion, it shall provide Contractor with available on-Airport resources, excluding tools and equipment, necessary for the performance of Services, including conference meeting rooms and internet access.

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SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

EXHIBIT B – COMPENSATION & PAYMENT SCHEDULE

RESPONDENTS MUST COMPLETE & SUBMIT SECTION B-1. WITH THEIR PROPOSAL

B-1. Compensation for Services:

A. **Specified Services:** Contractor shall be compensated a total of (AMOUNT TBD) (\$TBD) each year of the Agreement for the performance of Specified Services identified in "Exhibit A". Contractor shall be paid upon completion, to Authority's satisfaction, of all Specified Services set forth in "Exhibit A" of this Agreement as follows:

1. For providing Services to the Authority for the seasonal decorations proposed in the Authority-approved Decoration Plan, Authority shall pay Contractor a lump sum each year in the amount of:

\$ _____

B. **For Additional Services.** Contractor's compensation for Additional Services shall be as mutually agreed to by the Parties prior to Contractor providing Additional Services.

B-2. Reimbursable Expenses: None.

B-3. Total Amount Payable: The total amount payable under this Agreement shall not exceed (\$TBD).

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EXHIBIT C – INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall at all times during the term of this Agreement maintain, at its own cost and expense, the following minimum levels and types of insurance:

- C-1. Commercial General Liability** (including, without limitation, Contractual Liability, Personal and Advertising Injury, Independent Contractors and Products/Completed Operations coverage written on an “occurrence,” not “claims made” basis): in the amount of two million dollars (\$2,000,000) each occurrence and in the aggregate.
- A. The Commercial General Liability policy shall be endorsed to include the Authority, its agents, officers and employees as an additional insured in the form as required by the Authority.
 - B. The coverage provided to the Authority, as an additional insured, shall be primary and noncontributory.
 - C. Such coverage shall include a Waiver of Subrogation endorsement or blanket endorsement in favor of the Authority.
- C-2. Commercial Automobile Liability:** Covering Owned, Non-Owned, and Hired Automobiles written on an “occurrence,” not “claims made” basis in amounts of either one million dollars (\$1,000,000) combined single limit for bodily injury and property damage. If Contractor drives on the secured airfield side of the Airport, then Contractor’s coverage shall be written on an “occurrence,” not “claims made” basis in the amount of ten million dollars (\$10,000,000) combined single limit for bodily injury and property damage.
- C-3. Workers’ Compensation and Employer’s Liability:** In the amounts required by California State law for Workers’ Compensation and, but not less than one million dollars (\$1,000,000) Employer’s Liability. Such coverage shall include a Waiver of Subrogation endorsement in favor of the Authority.

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SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

APPENDIX A – AIRPORT TERMINAL MAP DRAWINGS

Appendix A, Airport Terminal Map Drawings, is located on the Authority's bid management system with this solicitation titled: "Appendix A – Airport Terminal Map Drawings."

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