

ATTACHMENT B

GENERAL SERVICES PROVIDER

STANDARD AGREEMENT

**GENERAL SERVICES PROVIDER STANDARD AGREEMENT
BY AND BETWEEN
THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
AND
MISSION AMBULANCE, INC. DBA
MISSION AVIATION FIRE RESCUE
FOR
AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) SERVICES
PROJECT #CC23-088**

THIS GENERAL SERVICES PROVIDER STANDARD AGREEMENT (hereinafter "Agreement"), dated this _____ day of _____, 20____, for reference purpose only, is made and entered into by and between the Southern California Logistics Airport Authority, a joint powers authority located in the County of San Bernardino, State of California, hereinafter referred to as "SCLAA", and Mission Ambulance, Inc. dba Mission Aviation Fire Rescue, a California corporation, hereinafter referred to as "Service Provider." The SCLAA and Service Provider are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the SCLAA requires **ARFF Services, Project CC23-088**; and

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

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

Section 1. RECITALS

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

Section 2. SCOPE OF SERVICES

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

Section 3. **COMPENSATION**

The SCLAA shall pay a total amount not to exceed **SEVEN MILLION, EIGHT HUNDRED FOURTEEN THOUSAND, FOUR HUNDRED TWENTY AND 00/100 DOLLARS (\$7,814,420.00)** for the services rendered by Service Provider pursuant to this Agreement, subject to the provisions of Section 4.

Section 4. **FEE SCHEDULE**

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

Section 5. **RESERVED**

Section 6. **TERM OF AGREEMENT**

This Agreement shall be for an initial term of **FIVE YEARS (5)**, commencing on **JULY 1, 2023** (the “Commencement Date”) and expiring on **JUNE 30, 2028** (the “Termination Date”) (the “Term”), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

This Agreement may be extended for **FOUR (4)** additional one-year periods (hereinafter “Option Periods”), at the option of SCLAA, subject to satisfactory performance as determined by the SCLAA. The SCLAA shall give Service Provider sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the SCLAA decide to exercise its option(s) to extend. In the event the SCLAA does not give Service Provider such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should the SCLAA fail to give Service Provider the sixty (60) days written notice of its intention to exercise any Option Period, the SCLAA may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Service Provider.

Section 7. **INDEPENDENT CONTRACTOR STATUS**

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

Section 8.

**REPRESENTATIONS AND ACKNOWLEDGMENTS
REGARDING INDEPENDENT CONTRACTOR'S
STATUS OF SERVICE PROVIDER**

a. Service Provider represents and acknowledges the following:

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

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

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

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

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

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

b. The SCLAA represents and acknowledges the following:

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

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

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

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

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

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

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

Section 9. NOT AGENT OF THE SCLAA

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

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

Section 10. LICENSES AND PERMITS

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

Section 11. WARRANTY

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

Section 12. FAMILIARITY WITH WORK

Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the SCLAA, Service Provider shall immediately inform the SCLAA of such fact and shall not provide any services, except at Service Provider's risk, until written instructions are received from **C. Eric Ray, Airport Director** or his designee.

Section 13. CONFLICTS OF INTEREST

Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the

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

Section 14. **COMPLIANCE WITH LAWS**

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

Section 15. **COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

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

b. Service Provider shall further procure and maintain, at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods) commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Service Provider or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

Section 16. **WORKERS' COMPENSATION INSURANCE**

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

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

Section 17. **RESERVED**

Section 18. **ADDITIONAL INSURED**

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

Section 19. **WAIVER OF SUBROGATION RIGHTS**

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

Section 20. **PROOF OF INSURANCE COVERAGE;
REQUIRED ENDORSEMENTS**

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

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

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

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

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

Section 21. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least One Hundred Eighty (180) days advance written notice of such termination or suspension. In the event of such termination, the SCLAA shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least Ninety (90) days advance written notice of such termination or suspension. In the event of such termination, the SCLAA shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

Section 22. TIME OF THE ESSENCE

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

Section 23. INDEMNIFICATION

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

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

Section 24. REPORTS

Upon request by **C. Eric Ray, Airport Director** or his designee, Service Provider shall prepare and submit reports to the SCLAA concerning Service Provider's performance of the services required by this Agreement.

Section 25. RECORDS

a. Service Provider shall keep such books and records as shall be necessary

to perform the services required by this Agreement and enable **C. Eric Ray, Airport Director** or his designee, to evaluate the cost and the performance of such services.

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

c. **C. Eric Ray, Airport Director** or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Service Provider hereunder shall be retained by Service Provider and made available to **C. Eric Ray, Airport Director** or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 26. RESERVED

Section 27. CONFIDENTIALITY

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

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of **C. Eric Ray, Airport Director**, or his designee, or as required by applicable law.

c. Service Provider shall not disclose to any other entity or person any information regarding the activities of the SCLAA, except with the prior written approval of **C. Eric Ray, Airport Director** or his designee, or as required by applicable law.

Section 28. PRINCIPAL REPRESENTATIVES

a. **Daniel Gold, CEO**, is designated as the principal representative of Service Provider for purposes of communicating with the SCLAA on any matter associated with the performance of the services set forth in this Agreement.

b. **C. Eric Ray, Airport Director** or his designee, shall be the principal representative(s) of the SCLAA for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

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

Section 29. MODIFICATIONS AND AMENDMENTS

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

Section 30. ENTIRE AGREEMENT

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

b. This Agreement contains all of the covenants and Agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or Agreements have been made by or on behalf of any Party, except those covenants and Agreements in this Agreement.

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

Section 31. AMBIGUITIES

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

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

Section 32. NOTICES

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

To the SCLAA:

C. Eric Ray, Airport Director
Southern California Logistics Airport Authority
18374 Phantom West
Victorville, CA 92394

To Provider:

Daniel Gold, CEO
Mission Ambulance, Inc., dba
Mission Aviation Fire Rescue
1055 E. Third Street
Corona, CA 92879

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

Section 33. **NON-LIABILITY OF THE SCLAA OFFICERS
AND EMPLOYEES**

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

Section 34. **REVIEW BY ATTORNEYS**

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

Section 35. **WAIVER**

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

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

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

Section 36. **ASSIGNMENT**

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

Section 37. **CARE OF WORK**

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

Section 38. **CAPTIONS AND HEADINGS**

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

Section 39. **SUCCESSORS, HEIRS, AND ASSIGNS**

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

Section 40. **GENDER**

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

Section 41. **SEVERABILITY**

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

Section 42. **GOVERNING LAW**

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

Section 43. **DEFAULT**

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure,

correction, or remedy, such Party shall not be deemed to be in default hereunder.

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

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

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

Section 44. CUMULATIVE REMEDIES

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

Section 45. VENUE

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

Section 46. ATTORNEYS' FEES

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

Section 47. EFFECTIVENESS OF AGREEMENT

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

Section 48.

**REPRESENTATIONS OF PARTIES AND
PERSONS EXECUTING AGREEMENT**

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

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

Section 49.

COUNTERPARTS

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

(END OF THIS PAGE)

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

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY**

**MISSION AMBULANCE, INC., DBA
MISSION AVIATION FIRE RESCUE**

By: _____
**Debra Jones,
Authority Chairman**

By: _____
**Daniel Gold,
CEO**

Dated: _____

Dated: _____

ATTEST

By: _____
**Jennifer Thompson,
Authority Secretary**

Dated: _____

**SOUTHERN CALIFORNIA LOGISTICS
AUTHORITY**

APPROVED AS TO STANDARD FORM

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

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

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF SERVICES

See Attachment

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC23-088 AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES**

SECTION B - SCOPE OF SERVICES

I. BACKGROUND

Southern California Logistics Airport (SCLA) encompasses approximately 2,300 acres of the former George Air Force Base (GAFB). The SCLA is located in the northwest corner of the City of Victorville, in the southeast corner of Mojave Desert, approximately 90 miles northeast of Los Angeles. GAFB was officially decommissioned in December 1992.

The Southern California International Airport (SCIA), the immediate predecessor to the SCLA, opened in October 1994, when the Air Force executed a lease for about 2,300 acres of the former base. The Federal Aviation Administration (FAA) granted the SCLA a FAR Part 139 operating certificate in February 1995 to serve scheduled aircraft carrying over 30 passengers. The former base has been redeveloped as an aircraft maintenance and completion center under the SCLA name. During the past few years, the SCLA has grown to the point of having leased all its tenable properties.

The SCLA has two runways and ten taxiways. The longer runway, Runway 17/35, is a precision runway and is 13,051 feet long. The secondary runway, Runway 3/21, is a 9,138-foot-long visual runway. The SCLA operates navigational aids, including a Localizer, VOR, four Precision Approach Path Indicator (PAPI) systems, two Runway End Identifier Lights (REIL) systems, a segmented circle with a primary wind cone, and three secondary lighted wind cones.

This Request for Proposal (RFP) is being issued to solicit proposals from qualified ARFF providers, who have the working knowledge of ARFF services, with particular emphasis on the ARFF requirements of FAR Part 139.

The type and amount of ARFF services required is determined by each airport's Class and Index. An airport's class is determined by the type of air carrier operations taking place. The SCLA operates under a Class IV classification, meaning that it operates unscheduled large air carrier aircraft. An airport's Index is determined by the length of the applicable aircraft, the number seats, and average daily departures. Index A includes aircraft less than 90 feet, Index B includes aircraft at least 90 feet and less than 126 feet, Index C includes aircraft at least 126 feet and less than 159 feet in length, Index D includes aircraft at least 159 feet and less than 200 feet in length, while Index E includes aircraft over 200 feet in length. The SCLA currently provides ARFF services 24 hours per day, 365 days per year at an Index C, with D and E capabilities available upon a 24-hour Prior Planning Request (PPR).

ARFF services are provided during all commercial passenger operations in accordance with FAR Part 139, to respond to any emergency that could occur on the airfield involving an aircraft. Typically, flights coming into and out of the SCLA are not commercial passenger operations.

II. SCOPE OF SERVICES

Description of Services – The selected ARFF Firm shall provide all manpower, materials, supplies, training, and equipment (except as otherwise provided by the SCLA) and shall administer, plan, schedule, coordinate, and ensure the effective performance all services described herein at:

Southern California Logistics Airport
18374 Phantom West
Victorville, CA 92394

This RFP seeks ARFF Firms willing to propose on the attached Bid Proposal Sheet. The selected ARFF Firm shall ensure it completely satisfies the following criteria during the term of its Agreement to provide ARFF services at the SCLA:

- A. The selected ARFF Firm shall provide a Battalion Chief to serve as the qualified management level firefighter, the SCLA ARFF Chief, and authorized ARFF trainer. The SCLA ARFF Chief shall be fully qualified as an ARFF firefighter (as defined below), trained and qualified in the National Incident Management System (NIMS), and responsible for meeting the day to day, operational requirements of this RFP, including the Bid Proposal and Agreement documents. The ARFF Chief shall work a 40 hour per week schedule, Monday through Friday, and report to the Airport Director. This position is also expected to attend management, administrative, planning, and emergency training meetings in order to serve the needs of the SCLA and represent its ARFF Division.
- B. The selected ARFF Firm shall provide the appropriate number of supervisory level firefighters that shall serve in the capacity of SCLA ARFF Captains. The ARFF Captains shall be fully qualified as ARFF firefighters (as defined below) and shall serve as the on-duty crew supervisors and will likely act in the capacity of the first Incident Commander of any SCLA fire related emergency. The ARFF Captains shall be fully trained and competent in the operation of all the SCLA's ARFF vehicles, as depicted on Attachment A. The selected ARFF Firm shall ensure an ARFF Captain is scheduled for each shift.
- C. The selected ARFF Firm shall provide the appropriate number of basic level firefighters that shall serve in the capacity of SCLA ARFF Firefighters. These individuals shall be fully qualified as ARFF firefighters (as defined below) and shall be trained and competent in the operation of all the SCLA's ARFF vehicles, as depicted on Attachment A.
- D. FAR Part 139.319 requires that the ARFF personnel shall be properly trained in airport firefighting operations by an authorized ARFF trainer. The selected ARFF Firm shall ensure its ARFF staff meets these requirements in a manner consistent with FAA Advisory Circular 150/5210-17C. Recurrent training of these subjects must occur within twelve (12) consecutive calendar months. The training includes:
 - Airport Familiarization
 - General Aircraft Familiarization (including hazards, power plants, extrication and egress procedures)
 - Rescue and Firefighting Personnel safety
 - Emergency communications systems on the Airport

EXHIBIT "A"

- Use of hoses, nozzles, turrets, and appliances
 - Application of the types of extinguishing agents
 - Emergency aircraft evacuation assistance
 - Firefighting operations
 - Adapting and using structural rescue and firefighting equipment for aircraft rescue and firefighting
 - Aircraft cargo hazards
 - Familiarization with firefighters' duties under the Airport emergency plan
 - Annual Live Fire Burn Training
- E. Additionally, FAR Part 139.319 requires that at least one of the required personnel on duty during air carrier operations be trained, and current, in basic emergency medical care. All personnel of the selected ARFF Firm on duty at the SCLA shall instead meet the requirements of a state licensure for Emergency Medical Technician (EMT).
- F. The SCLA owns four (4) ARFF vehicles (see Attachment A). The vehicles carry the required equipment and agents to be in compliance with FAR Part 139.317. The ARFF Firm shall ensure all firefighters are fully trained and competent in the operation of all the SCLA's ARFF vehicles, in compliance with FAR Part 139.319.
- G. All personnel of the selected ARFF Firm on duty at the SCLA shall be trained compliant with the following standards as they now exist or be amended hereafter:
- FAR Part 139.315 – Aircraft rescue and firefighting: Index determination
 - FAR Part 139.317 – Aircraft rescue and firefighting: Equipment and agents
 - FAR Part 139.319 – Aircraft rescue and firefighting: Operational requirements
 - FAR Part 139.319 – Handling and storing of hazardous substances and materials
 - Applicable FAA Advisory Circulars (ACs) pertaining to ARFF standards
- H. **The selected ARFF Firm shall maintain current paper training records at the SCLA ARFF Station at all times.** Said training records shall be available for inspection by the SCLA and/or the FAA at all times.
- I. Additional training will be provided by the SCLA staff and shall be completed by all ARFF personnel. This training shall include, but not be limited to:
- Airport hangar fire suppression system operation and control
 - Pump house operations
 - SCLA Spill Plan
 - Hazmat and Hazwoper training
- J. The on-duty ARFF Crew shall, upon receipt of notification of an emergency situation, ensure that the following tasks are accomplished as necessary:
- Rescue operations
 - Containment of fire
 - Protection of airport assets
 - Notification of Airport staff
 - Securing and preserving of emergency scene
 - Completion of required reports
 - Assuming incident command in case of fire related emergency
 - Returning firefighting vehicles and equipment to operational state of readiness

EXHIBIT "A"

- K. ARFF personnel will remain at an emergency scene, regardless of normally scheduled hours, until the emergency has been controlled. In the event that an emergency merits additional response by on-duty personnel, mutual aid may be requested, or off duty personnel may be called in to assist with the emergency. The senior ARFF crewmember on site shall be responsible to notify Airport Management.
- L. ARFF Trucks and Personal Protective Equipment shall be inspected at the beginning and end of each shift to insure readiness in case of an emergency. Inspection forms shall be used to document all inspections and equipment condition.
- M. Other duties shall include, but not be limited to:
- Attend meetings and briefings
 - Fuel Farm inspections
 - Mobile Fueller inspections
 - Fire Extinguisher inspections
 - Hangar and Building safety/prevention inspections
 - ARFF vehicle apparatus inspection (including checking vehicle fluids and topping off as necessary)
 - Schedule and coordinate ARFF vehicle apparatus service and/or repairs
 - ARFF apparatus washing and cleaning
 - Provide fire extinguisher training to Airport staff and tenants
 - Respond to airport structure fires until relieved by the municipal fire department
 - Respond to airport staff or tenant personnel injuries and provide BLS services until relieved by the municipal fire department or ambulance service
 - Provide "stand-by" fire watch, as may be needed for special occasions
 - Document tasks and inspection findings on the appropriate forms
 - General ARFF station maintenance including cleaning ARFF vehicle bay, living areas, office, and the station grounds
 - Basic general maintenance including changing light bulbs and cleaning intake filters for HVAC system vents
 - FOD (Foreign Object Debris) removal from aircraft parking areas
 - Work past scheduled end of shift as necessary
 - Coordinate activities with Airport Operations, as necessary
 - Perform airfield or security inspections
- N. The selected ARFF Firm shall provide the following:
- Current training files on ALL active personnel at the Airport
 - All required Personal Protective Equipment (PPEs)
 - Self-Contained Breathing Apparatus (SCBAs)
 - Personnel uniforms
 - Incident Report Forms
 - Inspection Forms
- O. The SCLA shall provide the following to the selected ARFF Firm:
- ARFF firefighting vehicles (see Attachment A for details)
 - Tools and equipment on ARFF firefighting vehicles
 - Foam and a Foam Trailer
 - A refractometer

EXHIBIT "A"

- Fuel
 - Firefighting vehicle airfield radios
 - Two-way radio for communication with Airport staff
 - Crash phone (connected to Air Traffic control)
 - Airport ID badges (upon successful completion of Airport Driver Training class and passing the class test)
 - Working utilities and office phones at the ARFF Station
 - A portion of the Airport ARFF Station common areas are shared with others, including the use of the Kitchen, Restrooms, Break Room, Recreation Room, Exercise Room, and the Apparatus Bay
 - A portion of the Airport ARFF Station sleeping quarters and offices that are solely for ARFF can be seen on Attachment C, ARFF Station Floor Plan
- P. The selected ARFF Firm shall maintain a current roster of employees and positions assigned to the SCLA. This roster shall be updated immediately as selected ARFF Firm personnel changes occur.
- Q. The selected ARFF Firm shall be responsible for all internal administrative and management matters such as disciplinary matters, record keeping, payroll matters, scheduling, and training, etc.
- R. The selected ARFF Firm shall immediately remove any employee whom the SCLA, through the Airport Director, deems to be improperly trained or otherwise unfit for duty as indicated in this RFP or the Agreement. The selected ARFF Firm shall immediately replace the removed employee with another qualified individual. At no time shall the staffing level go below the required level as indicated in this RFP.
- S. No ARFF personnel shall report for duty while under the influence of alcohol or controlled substances.
- T. The selected ARFF Firm shall be aware that the SCLA is subject to annual inspection by the FAA. The selected ARFF Firm shall ensure that a member of its management team is present to represent the SCLA's ARFF contingent during all scheduled FAA inspections. Such inspections are typically annually, but at the FAA Certification Inspector's discretion, can occur unannounced, at any time. The selected ARFF Firm shall ensure it can successfully demonstrate to the inspector its ability to satisfy the applicable FAR Part 139 ARFF requirements. Such inspections shall include but are not limited to:
- Response time to an emergency by way of a timed drill
 - Insuring ARFF training records are current and accessible at the fire station
 - Inspecting ARFF vehicles and apparatus
 - Inspecting ARFF vehicles and apparatus inspection records
 - Inspecting foam refracting reports
 - Fueler and Fuel Farm Inspection records
 - Other items as may be related to the ARFF requirements set forth in FAR Part 139
- U. The selected ARFF Firm shall make corporate management personnel available 24/7/365 via phone, if needed. Corporate management personnel shall make periodic on-site visits no less than once every six months.

EXHIBIT "A"

- V. The selected ARFF Firm shall honor the arrangements, including the Mutual Aid Agreements, Automatic Aid Agreements, and any related cooperation agreements and/or policies that the Airport may have established with Federal, State, and Local authorities.

EXHIBIT B

BID PROPOSAL FORM

See Attachment

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY (SCLAA)
CC23-088 AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES**

BID PROPOSAL

Proposers shall complete this Bid Proposal form and return it with their submittal. The costs proposed shall be "all inclusive" and represent all respective itemized, or internal costs associated with providing said Airport ARFF Services for the Southern California Logistics Airport. Said Airport ARFF Services are contemplated on a 24 hours per day, 365 days per year basis, and staffed by one ARFF Captain and one ARFF Firefighter on duty per shift, managed by one Battalion Chief (the ARFF Chief). At any time, SCLA may require an accounting of these costs. **The SCLAA Fiscal Year begins July 1 and ends June 30.**

NOTE: THE BID PROPOSAL FORMS (PAGES 20-21) NEED TO BE SUBMITTED SEPARATELY FROM THE BID OTHER FORMS IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS "SEALED DOLLAR COST FOR CC23-088 AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES".

Annual Airport ARFF Services cost for Fiscal Years 2023-2024 through 2027-2028
(Based upon the estimated 19,600 hours)

| Fiscal Years | Total Estimated Annual Hours | ARFF Chief Annual Hours | Captain Annual Hours | Firefighter Annual Hours | Total Annual Billing |
|----------------------------|-------------------------------------|--------------------------------|-----------------------------|---------------------------------|-----------------------------|
| SCLA Fiscal Year 2023-2024 | 19,600 | 2,080 | 8,760 | 8,760 | \$ 1,322,880 |
| SCLA Fiscal Year 2024-2025 | 19,600 | 2,080 | 8,760 | 8,760 | \$ 1,375,680 |
| SCLA Fiscal Year 2025-2026 | 19,600 | 2,080 | 8,760 | 8,760 | \$ 1,430,700 |
| SCLA Fiscal Year 2026-2027 | 19,600 | 2,080 | 8,760 | 8,760 | \$ 1,487,880 |
| SCLA Fiscal Year 2027-2028 | 19,600 | 2,080 | 8,760 | 8,760 | \$ 1,547,280 |

GRAND TOTAL COST FOR 5 YEARS (in numbers)

\$ 7,164,420

GRAND TOTAL COST FOR 5 YEARS (in words)

Seven million one hundred sixty four thousand four hundred twenty

The SCLA may on occasion require additional ARFF service in excess of that described above. Provide the "day rate" for the following positions on a fully burdened, all inclusive, basis for SCLA Fiscal Year 2023-2024:

ARFF Captain: \$ 1088 per duty day, not to exceed sixteen consecutive hours per day.

ARFF Firefighter: \$ 936 per duty day, not to exceed sixteen consecutive hours per day.

Provide an annual escalator to the above noted "day rates" for each fiscal year **after**

2023-2024: 4 %.

The SCLA may also require ARFF personnel to hold-over or work in excess of that described above. Provide the "over-time" fully burdened, all-inclusive hourly rates of each position for the SCLA Fiscal Year 2023-2024:

ARFF Battalion Chief: \$ 107.90 per hour.

ARFF Captain: \$ 86.30 per hour.

ARFF Firefighter: \$ 64.75 per hour.

Provide an annual escalator to the above noted "over time rates" for each fiscal year **after**

2023-2024: 4 %.

Proposer Name: Mission Ambulance, Inc. dba Mission Aviation Fire Rescue

Address: 1055 E. Third Street, Corona, CA 92879

Phone: 951-310-8402 Fax: 951-808-8730

E-mail: dgold@missionfirerescue.com

Name Printed: Daniel Gold Title: CEO



Signature

April 10th, 2023

Date