



SAN BERNARDINO INTERNATIONAL AIRPORT

1601 East Third Street
San Bernardino, CA 92408

Phone: (909) 382-4100/FAX: (909) 382-4106

REQUEST FOR PROPOSALS (RFP) FOR RFP 19-006 SOLAR PANEL CLEANING AND MAINTENANCE

June 5, 2019

SECTION I:

INVITATION

The San Bernardino International Airport Authority (SBIAA), herein collectively referred to as "AGENCY" invites proposals from qualified Contractors for:

"SOLAR PANEL CLEANING AND MAINTENANCE"

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals shall be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

Tentative RFP Schedule (Subject to change at AGENCY's discretion)

1. Issue RFP	June 5, 2019
2. Written Questions from Contractors Due	June 11, 2019
3. Responses from Agency Due	June 14, 2019
4. Proposals Due	June 19, 2019 - 2:00 PM
5. RFP Evaluation	June 24, 2019
6. Contract Award	June 28, 2019

Selected Contractor Shall be prepared to deliver services by July 1, 2019.

Table of Contents

Section I	Invitation, Tentative Schedule, Table of Contents
Section II	Introduction, RFP Instructions
Section III	Evaluation Criteria
Section IV	Scope of Work
Section V	Proposal Content and Forms
Section VI	Price Form
Section VII	Form of Agreement

SECTION II:

INTRODUCTION

General Airport Information:

The San Bernardino International Airport, is owned and operated by a Joint Powers Authority comprised of the Cities of San Bernardino, Colton, Loma Linda, Highland, and the County of San Bernardino. It is located approximately four (4) miles east of downtown San Bernardino at 1601 E. 3rd Street, Suite 100, San Bernardino, CA and consists of approximately 1,334 acres.

The San Bernardino International Airport is a commercial airport certificated under Federal Aviation Regulation Part 139. The Airport is currently available to serve both commercial passenger and cargo flights, and can accommodate the world's largest aircraft, on its 10,000 foot long Group VI runway. Additionally, the Airport owns and operates a non-federal Instrument Landing System and Automated Weather Observation System

RFP INSTRUCTIONS

A. Examination of Proposal Documents

1. By submitting a proposal, Contractors represent that they have thoroughly examined and become familiar with the services required under this RFP and that they are capable of performing such services to achieve AGENCY's objectives.

B. Addenda

Any substantive AGENCY changes to the requirements set forth herein will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. AGENCY shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

C. Clarifications

1. Examination of Documents

Should a Contractor require clarifications to this RFP, the Contractor shall notify AGENCY in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, AGENCY may issue a written addendum clarifying the matter.

2. Submitting Requests For Information

- a. With the exception of oral questions asked at any pre-proposal meetings, all Contractor questions, clarifications or comments shall be submitted in writing and shall be received by AGENCY no later than June 11, 2019, and be addressed as follows:

San Bernardino International Airport Authority
Attn: Nicole Jews, Purchasing
1601 East 3rd Street, San Bernardino, CA 92408

OR

Sent via E-mail to: njews@sbdairport.com

OR

Sent via Fax to: (909) 382-4106

Attn: Nicole Jews

- b. All correspondence shall be clearly marked on the outside in the case of written questions, or in the Subject heading in the case of e-mails, or on the cover sheet in the case of facsimiles, with "RFP 19-006 Solar Panel Cleaning & Maintenance - Questions".
- c. The exterior envelope of all requests for clarifications, questions and comments sent by means other than e-mail or facsimile machine shall be clearly labeled, "Not an Offer." AGENCY is not responsible for failure to respond to a request that has not been labeled as such. It is the Contractor's responsibility to ensure all requests are received.
- d. Inquiries received after 5:00pm on June 11, 2019 will not be accepted.

3. AGENCY Responses

AGENCY's responses to substantive questions will be communicated in writing by Addendum to each Meeting attendee via e-mail by June 14, 2019.

D. Submission of Proposals

1. Date and Time

All proposals shall be submitted to San Bernardino International Airport Authority, Attention: Nicole Jews, Purchasing, no later than **2:00 PM, June 19, 2019**. Proposals received after that date and time will be rejected by AGENCY as non-responsive and returned unopened.

2. Address

Proposals shall be addressed as follows:

**San Bernardino International Airport Authority
Attn: Ms. Nicole Jews
1601 East Third Street
San Bernardino, CA 92408**

Proposals may be delivered in person, by courier or US Mail to the address above. Proposals will also be accepted by email. It is Contractor's responsibility to ensure that Proposals are received by the AGENCY by the deadline.

3. **Identification of Proposals**

Contractor shall submit a proposal package consisting of:

- a) two (2) **signed original proposals** and price forms

The proposal package shall be addressed as shown above, bearing the Contractor's name and address and clearly marked as follows:

"RFP 19-006 SOLAR PANEL CLEANING AND MAINTENANCE"

4. **Acceptance of Proposals**

- a. AGENCY reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. AGENCY reserves the right to withdraw this RFP at any time without prior notice and AGENCY makes no representations that any contract will be awarded to any Contractor responding to this RFP.
- c. AGENCY reserves the right to postpone proposal opening for its own convenience.

E. **Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by the Contractor in:

1. preparing its proposal in response to this RFP;
2. submitting the proposal to AGENCY;
3. negotiating with AGENCY any matter related to the proposal; or
4. any other expenses incurred by the Contractor prior to date of award, if any, of the Agreement.

AGENCY shall not, in any event, be liable for any pre-contractual expenses incurred by Contractor in the preparation of its proposal. Contractor shall not include any such expenses as part of its proposal.

F. **Contract Award**

Issuance of this RFP and receipt of proposals does not commit AGENCY to award an Agreement. AGENCY reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected Contractor(s) should negotiations with the selected Contractor(s) be terminated, to negotiate with more than one Contractor simultaneously, or to cancel all or part of this RFP.

G. **Acceptance of Order**

The successful Contractor(s) shall be required to execute a Services Agreement (see Section VII, Form of Agreement) in accordance with this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

H. Public Record

All submitted Proposal documents are subject to California Government Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the Proposals may be made public after the review process has been completed in recommendation for award by the AGENCY.

I. Documents

All submitted documents become the property of the AGENCY.

J. Cancellation

The AGENCY reserves the right to cancel any contract(s) resulting from this RFP without penalty with 30 calendar days written notice if Contractor fails to fulfill the requirements set forth in this RFP, or in the Contractor's Proposal

L. Security Access and Background

The selected Contractor's employee(s) assigned to perform on-site work of any kind shall, at Contractor's sole cost and expense, obtain driver training and security badges by attending the AGENCY Airport Driver's Training Course, approximately 1 to 2 hour class to obtain the required training. Class times are estimates and may be longer depending on class size. The first badge for each employee will be provided at no cost to the Contractor. Subsequent badge replacements are the responsibility of the Contractor, the cost for which is currently \$40.00, and may be increased from time to time at Agency's discretion.

Upon award of Contract to the selected Contractor, any and all Employee assigned to perform on-site work under this Contract may, at Agency's discretion, be required to disclose information about any criminal conviction history and be required to undergo background checks performed through the Agency, at the Contractor's sole cost and expense, at a time and place, and in a manner, to be determined by the Agency.

At the AGENCY's sole and absolute discretion a federal criminal background check, criminal history records check and other background and security checks may be instituted, changed, enhanced or otherwise altered during the term of the contract, that may include consistency with TSA (Transportation Security Administration), and/or other regulatory requirements. Costs related to such background and security checks shall be the sole responsibility of the selected Contractor.

M. Contract Term and Renewal

The contract term will begin July 1, 2019, or earlier if agreed to by both parties, and be in effect for one (1) year with two (2) optional one-year extensions, unless terminated, canceled or extended as otherwise provided herein. In the event AGENCY exercises such right to extend the contract, all terms, conditions, and provisions of the original contract shall remain the same. The Contractor shall agree that price stated in the original contract shall apply unless an increase or decrease is agreed upon in writing between the AGENCY and selected Contractor.

SECTION III:

EVALUATION AND AWARD

AGENCY is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are as follows:

1. Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.
2. Have sufficient staff and/or sub-Contractors available with experience in the disciplines required for this service.
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

A. EVALUATION CRITERIA

1. Qualifications of Firm/Past Performance - 20%

Strength and stability of the firm; strength, stability, experience and technical competence of sub-Contractors; logic of project organization; adequacy of labor commitment and past performance.

2. Services and Equipment - 30%

Available services; product delivery timeline, availability of specialized personnel, contract services, reports, payment processing, business development.

3. Related Experience - 10%

Experience in providing services similar to those requested herein; experience working with public agencies; assessment by client references.

4. Reasonableness of Cost and Price - 40%

Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.

B. EVALUATION PROCEDURE

All proposals received as specified will be evaluated by AGENCY staff in accordance with the above criteria. During the evaluation period, AGENCY may do any or all of the following: generate a "short list" and conduct interviews with the top contractors; conduct on-site visits and/or tours of the contractors' places of business; conduct negotiations with the most qualified contractor(s). Contractors should be aware, however, that award may be made without Contractor visits, interviews, or further discussions or negotiations.

C. AWARD

AGENCY staff will select Contractor(s) best meeting the above-specified criteria and submit a recommendation to SBIAA Commission for consideration and approval.

If AGENCY elects to proceed, final selection of Contractors for interview and notification for interviews is expected to occur on or about June 24, 2019. AGENCY anticipates making final selections and awards on or about June 28, 2019.

In addition, negotiations may or may not be conducted with Contractors; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any Contractor.

SECTION IV:

SCOPE OF SERVICES – SOLAR PANEL CLEANING & MAINTENANCE SERVICE

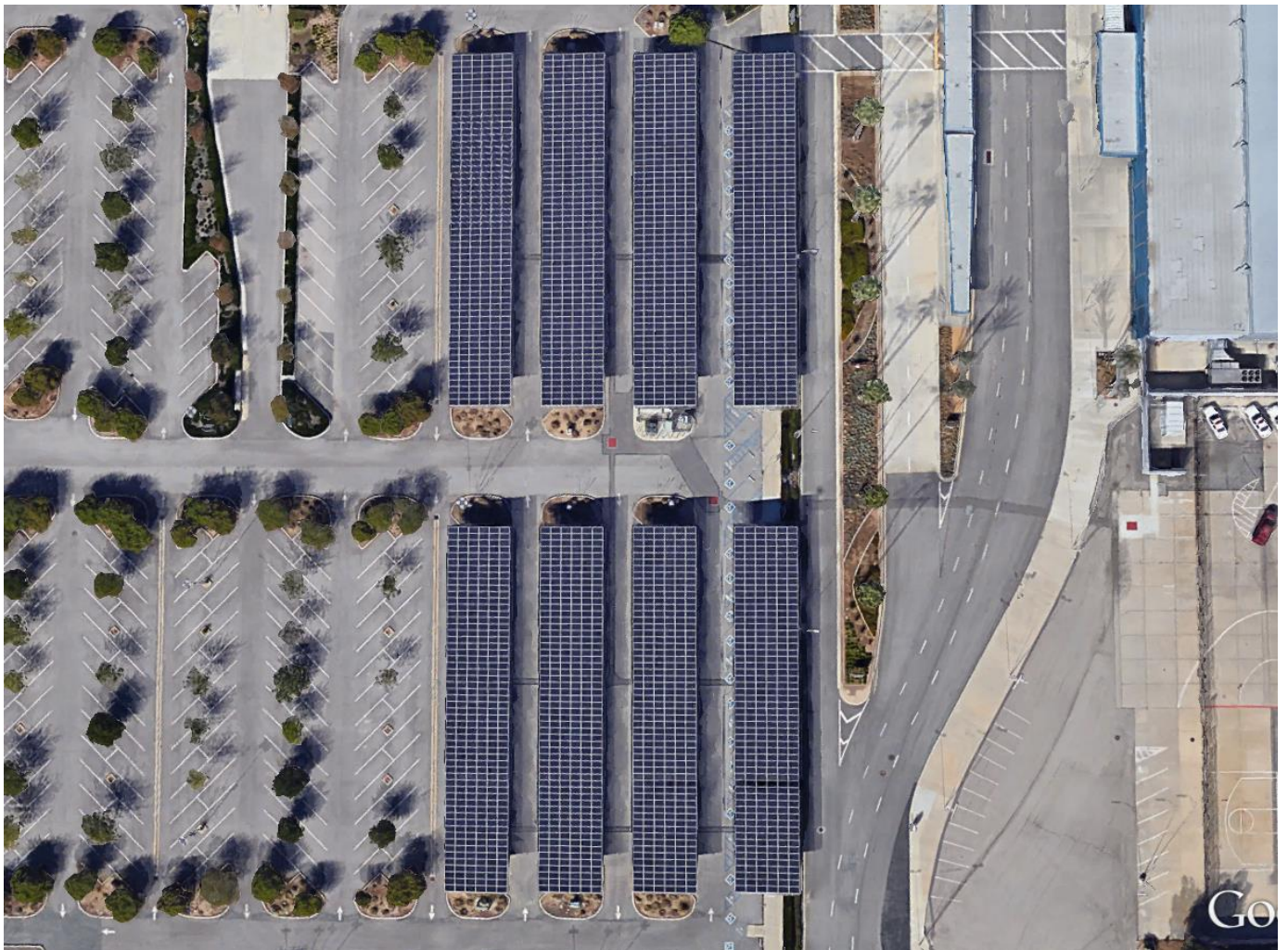
I. PROJECT DESCRIPTION

The San Bernardino International Airport Authority (SBIAA) invites qualified contractors to submit proposals for the Cleaning & Maintenance of the solar system located at the Domestic Terminal Parking Lot. The term of this contract will begin July 1, 2019 through June 30, 2020, with two (2) one-year contract extensions to end June 30, 2022.

It is the intent of the SBIAA to engage the services of contractors who will provide cleaning and maintenance service for all the solar panels and its system located at the Domestic Terminal Parking Lot. This will include all maintenance that is industry standard and those specified in this document. It shall consist of furnishing all labor, supervision, tools, and supplies.

II. BACKGROUND

The Terminal Solar Power System, is located at the parking lot directly across the street from the Terminal Building on Leland Norton Way, San Bernardino, CA. The system consists of 8 parking canopies with 2,688 individual solar panels.



III. SCOPE OF WORK (SOW)

The following requirements describe the minimum levels that are acceptable for the maintenance of the Phono Solar Modules. Compliance with the entire specification is mandatory for all items listed.

1. The maintenance shall consist of furnishing all labor, supervision, tools, supplies and other expenses necessary to provide full and complete preventative maintenance and services, including inspections, adjustments, tests and maintenance recommended by the manufacturer (Phono Solar).
 - a. During maintenance check include the following visual inspections:
 - i. Check all panel surfaces for micro-fracturing
 - ii. Check backside of panels for frayed wiring, insect infestation, rodent nest, etc.
2. In order to ensure the best performance of modules, the following maintenance is required:
 - Professionally clean all panels of the surface glass modules with deionized water and soft sponge or cloth if necessary. Use WATER to take away hard stains, dust, dirt, leaves, bird droppings and any other foreign object that may diminish the output of electricity being produced by the panels. The use of any type of chemical or non-abrasive detergent will not be acceptable for this job.
 - Check the electronic and mechanical connections once every 6 months and make sure that they are clean, safe, complete and unstuck.
 - A report with all recommended and required repairs must be submitted and approved by the authorized SBIAA representative before any action corrective action is taken.
 - Contractor shall have available a licensed/qualified expert to consult in case of any issues or problems with the system. After said consult, the contractor must submit a suggested corrective action report to the authorized Airport representative for further instruction.
3. Phono Solar Manufacturer Maintenance Recommendations:
 (See website: http://www.phonosolar.com/Down/PDF/Installation_Manual-Solar%20Module_EN_IEC_131008072936.pdf)
4. Site size in kW-DC

PHOTOVOLTAIC ARRAYS CONFIGURATION

	ARRAY 1	ARRAY 2	ARRAY 3	ARRAY 4	ARRAY 5	ARRAY 6	ARRAY 7	ARRAY 8	ARRAY 9	ARRAY 10	Total
STRING NUMBER	24	24	24	24	24	24	24	24	0	0	192
PV MODULES QTY	336	336	336	336	336	336	336	336	0	0	2688
ARRAY DESIGN KWDC MAX	78.96	78.96	78.96	78.96	78.96	78.96	78.96	78.96	0	0	631.68

IV. SCHEDULE

- Contractor shall provide a complete, detailed and itemized schedule for the maintenance and cleaning of the solar panel system. This schedule must include bi-annual cleaning of the solar panel system and maintenance, as required. The selected Contractor must notify Airport staff at minimum, two (2) weeks prior to scheduled cleaning to allow for clearing of vehicles in the designated area. This schedule shall be given yearly to the authorized SBIAA representative by email or United States Postal Service.

V. ADDITIONAL JOB REQUIREMENTS

- Contractor will clean up and haul away all job-generated debris.
- Contractor shall include all transportation, mobilization and all incidental costs required to complete work required for this job.
- Contractor is responsible for all sub-contractor work and providing proof of insurance while contractor is on Airport property.
- Contractor has the ability to use Agency water source, in close proximity of the work area, approximately 600 feet. The Contractor will need to coordinate with Agency staff to acquire water.

SECTION V:

PROPOSAL CONTENT AND FORMS

A. PROPOSAL FORMAT AND CONTENT

1. Presentation

Proposals shall be typed, single-sided and submitted on 8-1/2" x 11" size paper, and bound with one staple. **Any other means of binding is highly discouraged.** Proposals should not include any plastic or oversized covers or binders, nor any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested.

Contractor shall ensure that the following **are included** in the proposal:

- a. Company Information Sheet (Exhibit B) - identification of Contractor, including: name, address, phone, fax & e-mail addresses; type of legal entity such as Corporation and state in which incorporated, partnership, LLC, etc.; number of years in business under present business name; and any related prior business names.
- b. Proposed working relationship between Contractor and subcontractors, if applicable;
- c. Include all RFP addenda with Proposal, if any;
- d. Name, title, address, email and telephone number of Contractor's contact person during period of proposal evaluation and of the contact representative during the term of the agreement;
- e. A completed W-9 Request for Taxpayer Identification Number & Certification;
- f. A completed Proposal Checklist
- g. The completed Statement of Certification section; and
- h. Signature of a person authorized to bind Contractor to the terms of the proposal.

2. Technical Proposal

a. Qualifications, Related Experience and References

This section of the proposal should establish the ability of the Contractor to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

b. Fee Proposal

Contractor shall complete and sign the Bid Sheet on Exhibit A (2 pages) in its entirety and include in proposal.

c. Form of Agreement

Contractor shall provide a copy of their proposed Agreement showing all proposed terms and conditions. Such Agreement shall form a portion of the criteria upon which award will be based. The successful Contractor shall be required to execute the Agreement in Section VI, Form of Agreement.

B. COST AND PRICE FORMS

Contractor shall complete the Price Form, Bid Sheet and Supply list in its entirety including: 1) all bi-annual service costs, supply cost and total price; 2) basis on which prices are quoted; and 3) Contractor's identification information including a binding signature.

C. NON-COLLUSION AFFIDAVIT

Contractor shall complete and sign the Non-Collusion affidavit and submit with the proposal.

PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included and include a completed form in your submission copy of the RFP.

Items Completed		Page (s)
1.	Non-Collusion Affidavit	
2.	Statement of Certification	
3.	References	
4.	Price Forms – Bid Sheet	
5.	RFP Addenda, if any	
6.	Company Information Sheet	
7.	W-9 Request for Taxpayer Identification Number & Certification	
8.	Licenses, Permits and/or Certifications	

Name of Bidder:	Authorized Signature
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PARTY SUBMITTING PROPOSAL: _____

NON-COLLUSION AFFIDAVIT

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

Signature

Typed or Printed Name

Title

Party Submitting Proposal

STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to the San Bernardino International Airport Authority

STATEMENT		AGREE (INITIAL)
1.	The offer made in the proposal is firm and binding for ninety (90) days from the date the proposal is opened and recorded.	
2.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.	
3.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the SBIAA to pursue any remedy by law.	
4.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.	
5.	Proposer agrees to provide the SBIAA with any other information the SBIAA determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and	
6.	Proposer, if selected will comply with all applicable rules, laws and regulations	
7.	All terms and conditions as set forth in this RFP apply to this proposal. Payment shall be: Net thirty (30) days after receipt of invoice.	

REFERENCES

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP.

Name of Agency	Contact Name/Address	Phone Number/Email	Dates of Service provided (from/through*)

** Enter "Present" if still providing the services (Example: 10/08/03-present)*

SECTION VI.

PRICE FORMS

REQUEST FOR PROPOSALS: RFP 19-006

DESCRIPTION OF WORK: SOLAR PANEL CLEANING AND MAINTENANCE SERVICE

CONTRACTOR'S COMPANY
NAME ADDRESS:

NAME/TELEPHONE#/EMAIL OF
AUTHORIZED REPRESENTATIVE

Please provide detailed Firm Fixed Prices and any other incidental or additional costs required in the spaces provided in the following Bid Sheet to complete the Scope of Work requirements. Firm Fixed Prices shall include all possible costs, including but not limited to the costs of all administration and overhead, mileage and all other administrative and ancillary costs. Firm Fixed Prices quoted by the Bidder shall also include any and all taxes, fees, charges, labor at prevailing wage, tools, equipment, delivery, and ancillary costs whatsoever involved.

Failure to provide all prices requested may result in rejection of proposal.

Contractor shall provide all labor, tools, equipment, and materials required to perform the work. The SBIAA reserves the right to coordinate, inspect and approve all aspects of the Solar Panel Cleaning & Maintenance Service.

Payment shall be via Purchase Order within Net thirty (30) days of SBIAA's receipt of invoice and completion of work SBIAA Invoices shall be addressed:

San Bernardino International Airport Authority
1601 E. 3rd Street
San Bernardino, CA 92408

EXHIBIT "A"
RFP 19-006: SOLAR PANEL CLEANING & MAINENANCE

Bid Sheet

Item	Description: Bi-Annual Visit	Total:
Solar Panel Cleaning & Maintenance Service (YEAR ONE) 2019-2020	1 st Service Cost (Jul-Dec):	\$
	2 nd Service Cost (Jan-Jun):	\$
	List Additional Costs: _____	\$
GRAND TOTAL FOR YEAR ONE (2019-2020):		\$

Item	Description: Bi-Annual Visit	Total:
Solar Panel Cleaning & Maintenance Service (YEAR TWO) 2020-2021	1 st Service Cost (Jul-Dec):	\$
	2 nd Service Cost (Jan-Jun):	\$
	List Additional Costs: _____	\$
GRAND TOTAL FOR YEAR TWO (2020-2021):		\$

Item	Description: Bi-Annual Visit	Total:
Solar Panel Cleaning & Maintenance Service (YEAR THREE) 2021-2022	1 st Service Cost (Jul-Dec):	\$
	2 nd Service Cost (Jan-Jun):	\$
	List Additional Costs: _____	\$
GRAND TOTAL FOR YEAR THREE (2021-2022):		\$

Proposer’s Hourly Service Rate Per Additional Service Requirement Section:

(In this section be sure to include fees for services outside the scope of services for the Solar Panel Cleaning and shall not be part of your proposed fees listed on the Bid Sheet. If necessary, attach a separate price sheet.)

Normal Business Hours, Hourly Rate: \$	After-hours, Hourly Rate: \$
Parts/Supply Mark-up %:	Additional Costs (specify):

List All Trainings, Licenses, Certifications, etc.:

List any Subcontractors that will be providing service for this project (include company name, address, phone#, email and license #). Once the project has been awarded, the selected contractor must provide Certificates of Insurance with the SBIAA listed as the additionally insured for all subcontracting work.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Scope of Work? Yes / No (circle one). If you answered “Yes”, please provide detail of said additional costs:

Please indicate any elements of the Scope of Work which cannot be met by your firm.

In signing this proposal, Contractor warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, AGENCY may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received (Completed with Addenda Number and date received, if necessary):

Addenda No:		Received On:	
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EXHIBIT "B"
RFP 19-006: SOLAR PANEL CLEANING AND MAINTENANCE

COMPANY INFORMATION SHEET
DECLARATION

I declare under penalty of perjury under the laws of the State of California I have completed this Company Information Sheet and that the information contained herein is factual and accurate as of the date completed.

Completed and executed this ____ day of _____, 2019, in _____, _____.
[day] [Month] [City] [State]

By: _____
Print Name: _____
Print Title: _____

LEGAL NAME OF COMPANY: _____
ADDRESS: _____
TELEPHONE: _____ FAX: _____
WEBSITE: _____ EMAIL: _____

TYPE OF BUSINESS (Check One):

- CORPORATION LIMITED LIABILITY COMPANY
- PARTNERSHIP JOINT VENTURE
- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME
- OTHER _____

STATE OF INCORPORATION OR FORMATION:

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

(List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies):

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]

SECTION IV:

Form of Agreement – DO NOT EXECUTE

SERVICES AGREEMENT FOR

Solar Panel Cleaning and Maintenance Service

This SERVICES AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between the **SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**, a California joint powers authority, (“SBIAA”), and _____ (“CONTRACTOR”)

Upon the following terms and conditions of this Agreement, the SBIAA desires to retain CONTRACTOR to perform the following:

1. PROFESSIONAL SERVICES.

CONTRACTOR will provide usual and customary professional services, as authorized and required by the SBIAA under the terms and conditions of this Agreement and RFP 19-006 which lists the required specifications. In the event of conflict of terms between RFP 19-006 and this Agreement, the terms of this Agreement will govern. CONTRACTOR’S services will commence on the start date and will terminate pursuant to the terms of this Agreement.

2. INVOICING AND PAYMENT

As sole compensation for the performance of the services, the SBIAA will pay CONTRACTOR for the tasks stated in the attached RFP of this Agreement, on a not to exceed basis of \$_____ for services rendered as specified in the RFP. SBIAA may at its option require additional services from the CONTRACTOR payable at the rate(s) set forth in the RFP. SBIAA will pay the CONTRACTOR in accordance with the terms specified in the RFP.

3. TERM

This Agreement shall remain in effect for a period of one fiscal year ending on June 30, 2020, with two additional one year extensions, set to expire June 30, 2022. Either party may terminate this Agreement upon a 60-day notice to the other party for any reason or no reason. SBIAA may terminate this Agreement upon a 30-day notice to Contractor with cause. In the event the SBIAA terminates this Agreement, CONTRACTOR shall cease all work immediately after receiving notice from SBIAA unless otherwise advised by SBIAA and shall notify SBIAA of all costs incurred up to such termination date.

4. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and is not an agent or employee of, and has no authority to bind, SBIAA by contract or otherwise. CONTRACTOR will perform the contracted services under the general direction of SBIAA, but CONTRACTOR will determine, in CONTRACTOR’s sole discretion, the manner and means by which such services are accomplished, subject to the requirement that CONTRACTOR shall at all

Times comply with applicable law, and CONTRACTOR shall perform and complete the work in a "good and workman-like manner".

5. REPRESENTATIONS

CONTRACTOR represents that its services hereunder will be of a professional quality conforming to generally accepted industry standards and practices.

6. INDEMNIFICATION BY CONTRACTOR

CONTRACTOR will indemnify SBIAA and IVDA against liability for any action by a third party that is based on and to the extent caused by any negligent act or omission or willful misconduct of CONTRACTOR which results in: (i) any bodily injury, sickness, disease or death; (ii) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or (iii) any violation of any applicable statute, ordinance, or regulation.

When the law establishes a professional standard of care for CONTRACTOR's services, to the fullest extent permitted by law, CONTRACTOR shall indemnify, protect and hold harmless SBIAA and any of its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or sub-contractors (or any other entity or individual for whom CONTRACTOR shall bear the legal liability) in the performance of professional services under this Agreement.

7. INSURANCE REQUIREMENT

CONTRACTOR shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to SBIAA, unless waived, in writing, by the Executive Director.

Commercial general liability insurance including a contractual liability endorsement in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability;

Business automobile liability insurance in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability;

Worker's compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.

CONTRACTOR shall, prior to performance of any services, file with the SBIAA a certificate of insurance, on a SBIAA-approved form, certifying that the above insurance coverages shall remain in effect at all times during the term of this Agreement, or any extension thereof.

CONTRACTOR agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A-7 or better and shall bear endorsements providing that the policies may not be canceled or modified without thirty (30) days' prior written notice to SBIAA's Executive Director. SBIAA shall not

approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

CONTRACTOR agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name SBIAA, SBIAA's Board of Directors, officers and employees as additional insured and to provide that the coverages provided to SBIAA shall be primary and not contributing to or in excess of any existing SBIAA insurance coverages.

All insurance standards applicable to CONTRACTOR shall also be applicable to CONTRACTOR's sub-contractors, if any. CONTRACTOR agrees to maintain appropriate agreements with sub-contractors and to provide proper evidence of coverage upon receipt of a written request from the SBIAA Clerk.

8. GOVERNING LAW/VENUE

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of San Bernardino, or in the United States District Court, Central District of California.

9. NOTICE

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

i. SBIAA:
Mike Burrows, Executive Director
1601 E. Third Street, San Bernardino, CA 92408.

j. CONTRACTOR:

10. SEVERABILITY

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

11. ASSIGNMENT

CONTRACTOR may not assign CONTRACTOR's rights or delegate CONTRACTOR's duties under this Agreement without the prior written consent of the SBIAA. Any attempted assigned or delegation without such consent will be void.

12. WAIVER

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

13. MISCELLANEOUS PROVISIONS

- A. Entire Agreement: The text herein shall constitute the entire Agreement between the parties. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
- B. Severability: If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. Default/Remedy: The failure of Contractor to prosecute the work under this Agreement in a diligent and workmanlike manner for a period of two (2) calendar days after receipt of written demand from Agency shall be deemed a default under this Agreement. If Contractor defaults under this Agreement then Agency shall have all rights under applicable, including the right to terminate this Agreement and complete the work, either by itself furnishing the labor or material necessary, or by contracting the unfinished portion of the work to another contractor. In any event, costs of completing the work shall be a charge against the Contractor, and may be deducted from any money due or becoming due to Contractor or the Contractor shall pay the Agency the amount of said charge, or the portion thereof unsatisfied.
- D. Prevailing Party: In the event that either party to this Agreement brings a lawsuit to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and related expenses and costs.
- E. Governing Law: This Agreement shall be governed by the laws of the State of California with venue in the County of San Bernardino.

IN WITNESS WHEREOF, the parties hereto have executed the **SERVICES AGREEMENT** as of the date set forth in the first paragraph hereof.

SAN BERNARDINO INTERNATIONAL
AIRPORT AUTHORITY

CONTRACTOR

Mike Burrows
Title: SBIAA Executive Director

CONTRACTOR NAME
Title: _____

DO NOT EXECUTE