



SAN BERNARDINO INTERNATIONAL AIRPORT

105 N. Leland Norton Way # 7
San Bernardino, CA 92408

Phone: (909) 382-2382/FAX: (909) 382-2043

REQUEST FOR PROPOSALS (RFP) FOR

RFP 20-001: Heating Ventilation and Air Conditioning (HVAC) System Maintenance

January 17, 2020

SECTION I:

INVITATION

The San Bernardino International Airport Authority (SBIAA) and Inland Valley Development Agency (IVDA), herein collectively referred to as "Agency" invites proposals from qualified Contractors for:

"Heating Ventilation and Air Conditioning (HVAC) System 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	January 17, 2020
2. Pre-Proposal Walk Through (Mandatory)	January 27, 2020 – Time 10:30 AM
3. Written Questions from Contractors due	January 31, 2020
4. Responses from Agency Due	February 5, 2020
5. Proposals Due	February 11, 2020 - Time 10:00 AM
6. RFP Evaluation Completed	February 14, 2020
7. Contractor Award	February 26, 2020

Contractor Shall be prepared to start services on or by March 1, 2020.

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SECTION II:

RFP INSTRUCTIONS

A. Pre-Proposal Walk Through

A mandatory pre-proposal walk through will be held at 10:30 AM on January 27 at the Inland Valley Development Agency – DFAS 1, 1111 East Mill Street, San Bernardino, CA 92408. All prospective Contractors are required to attend the pre-proposal walk through.

The purpose of the pre-proposal walk through is to review the requirements of this RFP, discuss the facility, and to respond to questions regarding the RFP process. Proposals will not be considered from contractors who do not attend the mandatory walk through. **This meeting will begin promptly at 10:30 AM, any late arrivals will not be allowed to participate in the pre-proposal walk through, and therefore shall be disqualified from the bidding process.**

B. 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 quality work to achieve AGENCY's objectives.

C. 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.

D. 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 January 31, 2020, and be addressed as follows:

San Bernardino International Airport Authority
Attn: Nikolas Persson, Airport Manager
1601 East 3rd St., San Bernardino, CA 92408

OR

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

OR

Sent via Fax to: (909) 382-4106

Attn: Nikolas Persson

- 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 20-001 HVAC System 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 January 31, 2020 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 February 5, 2020.

E. Submission of Proposals

1. Date and Time

All proposals shall be submitted to San Bernardino International Airport Authority, Attention: Nikolas Persson, Airport Manager, no later than **10:00 AM, February 11, 2020**. 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: Nikolas Persson, Airport Manager
1601 East 3rd Street
San Bernardino, CA 92408**

Proposals may be delivered in person or by courier or by US Mail, by email or Fax to SBIAA Operations Department, at the address above. 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 20-001 HVAC System 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.

F. **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.

G. **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.

H. **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.

I. 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.

J. Documents

All submitted documents become the property of the Agency.

K. 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 SBIAA Airport Training Course. 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.

A federal criminal background check might be required by SBIAA, as required by TSA (Transportation Security Administration). The cost of this process will be the responsibility of the 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 February 14, 2020. AGENCY anticipates making final selections and awards on or about February 14, 2020.

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 – HVAC SYSTEM MAINTENANCE

STANDARDS AND SPECIFICATIONS:

The Contractor shall retain professional personnel who have successfully and competently provided Airport and off Airport facility HVAC maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the AGENCY representative, all aspects of HVAC systems in SBIAA and IVDA defined facilities. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with a minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Contractor's maintenance program and repairs shall, at a minimum, include but not limited to the specifications outlined herein.

HVAC MAINTENANCE STAFFING LEVELS:

The Contractor shall provide a staffing level that will provide the desired level of customer service, program support, HVAC maintenance and repair at designated Agency facilities. Staffing levels should include staff that is certified and proficient in the complete maintenance and repair of chiller systems, air handlers, pneumatic systems, and a variety of package HVAC units. Additionally, service levels shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public; comfort and operational capability of any public meeting space. Contractor shall provide sufficient staff to complete all routine services, emergency and additional work as specified. AGENCY staff can provide assistance on an as needed basis and may undertake emergency repair work. Upon diagnosis of needed service, the AGENCY has the sole discretion to conduct repairs. Contractor shall complete routine repairs, within one (1) working day from the date of the automated request, phone call or written assignment by the AGENCY Representative. The response time for urgent requests is within three (3) hours or initial call out. The journey-level worker(s) shall be proficient in the following trades:

- Package HVAC units.
- All mechanical, electronic aspects of HVAC systems.
- Multi zone air handling systems
- A comprehensive understanding of HVAC control systems

BILLABLE WORK:

All work beyond and in addition to the scope of the contract shall be considered billable hours and will require that an estimate for that proposed work be provided to the AGENCY Representative for consideration and approval prior to work being completed. Depending on the scope of certain project and services, the AGENCY has the right to have another contractor conduct work.

SUBCONTRACTING:

Services that are provided shall be performed by qualified and trained service personnel that are directly employed by the Contractor. No portion of the work covered by these specifications may be subcontracted or assigned without prior approval of the AGENCY Representative. With the exception of the chemical treatment, subcontracting portions of the system. Requests to subcontract all or any portion of services required by this contract will be submitted to the AGENCY Representative, at least thirty (30) days in advance of the proposed effective date of the subcontract. Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for

services provided by any subcontractor as if Contractor were providing the services with its own organization.

Any subcontractor providing services shall have successfully passed the Security Access Class prior to commencing work and must meet the AGENCY's insurance requirements. Contractor shall bear all expenses of any subcontractor Security Access & Background checks and any required insurance.

The AGENCY may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the AGENCY all information requested for this purpose.

Damages: The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties. Contractors must immediately contact the AGENCY representative to report any damages. Contractors must submit a detailed listing of damaged equipment and/or facilities to AGENCY representative.

Tools and Equipment: The Contractor shall furnish and maintain all equipment necessary for properly maintaining HVAC systems in the Agency buildings. The Agency reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

Inspections and Remedies: So as to ensure consistent quality of the work being performed, the AGENCY Representative will perform periodic inspections of HVAC systems to ensure compliance with the contract specifications.

NOTE: The list of Inspection and Remedies is not required but the AGENCY will have the right to implement at any time during the contract.

HOURLY RATE, RESPONSE TIME AND EMERGENCY CALL OUT SERVICE:

The Contractor shall indicate an hourly service rate to perform preventative maintenance, major services, repairs and consultation on Exhibit "A," attached hereto. Further, the indicated hourly rate shall represent a total hourly cost to the Agencies for response time by Contractor required during normal business hours (8:00 A.M. to 4:30 P.M. Monday-Friday) and within 3 hours of IVDA/SBIAA notification for emergency repairs.

Contractor shall provide 24-hour emergency service as needed in all aspects of HVAC emergency repair for the Agency facilities included in this specification. For emergency service, Contractor shall have working personnel on-site within 3 hour of the call-out, or respond by telephone to the AGENCY Representative within 1 hour, if the problem is capable of being corrected through the use of a computer/modem to alleviate the source of complaint. Emergency periods are defined as follows:

- After-hours rate shall be defined as the Monday through Friday hours between 4:30 P.M. and 7:00 A.M.
- Weekend rate shall be defined as beginning on Friday at 6:00 P.M. through Monday at 8:00 A.M.

Contractor crew shall be defined as 1-2 workers and shall include cost for all tools, equipment, vehicles, mobilization, taxes, insurance, and all other incidental cost invoiced to perform all services necessary and additional services separate from scheduled preventative maintenance during normal business hours. Should additional staff be required, the contractor is responsible for providing additional certified workers, at the same and included price of the contract.

Additional labor cost shall be defined as any additional worker over the required minimum of two (2) person crew to perform services necessary in addition to the crew defined above and must be authorized by AGENCY representative in writing.

HEATING-VENTILATION-AIR CONDITIONING (HVAC) MAINTENANCE AND MONITORING

- Contractor shall respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections at all Agency facilities.
- Contractor shall provide oversight and documentation of Seasonal Preventive Maintenance on all HVAC systems and provide that data to the AGENCY representative at the first of every month.
- Setup for seasonal temperature adjustments shall be implemented by the selected Contractor.
- Contractor shall inspect all support structures, and provide documentation of maintenance and repairs to the AGENCY Representative.
- Contractor shall inspect all moving parts or components, investigate noises: belts; bearings; drives; and fans, and lubricate and adjust as recommended per manufacturers specifications.
- Contractor shall perform air-handling unit maintenance which includes but is not limited to; all services recommended by manufacturer; replacing air filters at least quarterly, at all Agency facilities not covered under Contractor contract.
- Contractor shall inspect, provide oversight and documentation that all Agency owned facilities under contract with Contractor are receiving required work.
- Contractor shall perform monthly walkthroughs of HVAC systems for preventative maintenance work orders.

MAINTENANCE SCHEDULE FOR ALL LOCATIONS:

A tentative preventative maintenance schedule is depicted in Exhibit "A", attached hereto and represents the Agency's' anticipated service needs. Contractors shall utilize the attached Exhibit "A" to indicate the amount of effort in hours required to service each building. A contract with the Successful Contractor will be based upon the costs presented to the Agencies on Exhibit "A".

Contractors are also encouraged to develop and submit alternative preventative maintenance schedules that meet the Agencies' requirements, as stated in this RFP, while providing cost savings to the Agencies. All preventative maintenance shall be coordinated with the AGENCY representative at least one work day prior to the commencement of services.

Contractors will be responsible for submitted a schedule to clean/pressure wash inside all cooling water towers and a schedule for maintaining chemical stations. Water Tower cleaning should include making sure all spray nozzles are clear of any debris and any other foreign objects.

For buildings where units are temporary placed out of service, the Contractor shall provide cost for required preventative maintenance of the unit currently not in operation.

ADDITIONAL CONTRACTOR REQUIREMENTS:

- Contractor shall show evidence of having served Governmental customers.
- Contractor shall hold and remain current on their C20 license.
- Automation specialists that are current on a variety of HVAC control systems, and must be able to provide operator coaching and on-site training of select personnel as needed, as included in the cost for routine services.
- Contractor shall have full-time journeymen-level mechanical personnel and factory-trained automation specialists.
- Service specialists and technicians shall normally be dispatched from a local headquarters or branch within a 20-mile radius from the City boundary line of the City of San Bernardino.
- Contractor shall provide the AGENCY representative with a comprehensive monthly tracking report of HVAC services and repairs. This tracking report shall be given to the AGENCY representative every month.
- Contractor shall implement measures to remotely access generic HVAC control systems as needed for emergency service.
- Service Automation specialists shall demonstrate familiarity with a variety of generic HVAC control systems.
- Contractor shall advise the AGENCY Representative of the availability of generic HVAC control system upgrades, as they become available.
- Contractor shall provide emergency access 24 hours a day / 7 days a week, Monday through Sunday.
- Contractor shall supply their staff with their agency uniform and Airport Badge that will be worn at all times. Uniforms shall display the Contractor logo and employee first or last name shall be clearly visible.
- Contractor shall provide MSDS sheets to Agency in a complete "Right to Know" binder for all products used in Agency facilities. The Agency will determine location of "Right to Know" books.

SERVICES TO BE PROVIDED:

It is the Contractor's responsibility to provide an appropriate level of on-site staffing as needed, provide appropriate tools and vehicles necessary to support all facility HVAC maintenance functions during hours of maintenance and for response after normal working hours. Contractor's services are to be compliant with all Federal, State, CARB, AQMD, OSHA and all other applicable regulatory requirements.

Contractor shall repair or replace failed or worn moving parts (such as: bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches). Prior to beginning any repair or replacement, Contractor will troubleshoot the system to diagnose the system's problems. The Agency shall not incur any extra charge for this service. Contractor shall itemize the equipment list covered under repair or replaceable. Non-moving parts such as boiler tubes, shells, refrigerant/water tubes, non-manufactured or produced products, environmentally hazardous materials and/or refractory replacement are excluded.

Contractor shall make sure all pricing remains consistent for additional buildings, equipment and services that may be added during the term of the contract. The Agencies reserve the right to enter into service contracts for some or all of the HVAC systems, at the sole discretion of the Agencies or to perform repairs internally.

Below is a listing of all the AGENCY locations to be included in the HVAC service agreements:

INLAND VALLEY DEVELOPMENT AGENCY (IVDA)		
3 LOCATIONS		
1. DFAS Building 1	2. Administration Building #48	3. Building #58
SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)		
14 LOCATIONS		
1. Building #673 (Domestic Terminal)	2. Building #610 (Guang Lin Café)	3. Building #730
4. Hangar #763 (West Annex)	5. Building #697 (Cargo)	6. Building #674 (Offices)
7. Building #680 (Fire Station)	8. FBO Hangar	9. Building #759
10. Building #794 (Control Tower)	11. Building #339	12. Building #56
13. IAF (3 Story Customs)	14. Sheriff's Hangar	

I. Preventative Maintenance:

This work will be performed on a Bi-Monthly (every 60 days) basis. The Contractor shall perform as much maintenance as possible during each scheduled visit. The purpose of this work is to maintain the equipment per the manufacturer's recommendations and reduce downtime, repair cost, and equipment failure.

Excluded from this Scope of Services is the cost of parts and oil analysis. These items require the prior approval of the designated SBIAA representative. These costs shall be at the labor rates and parts markup designated by Contractor as provided on Exhibit A. Invoices submitted for payment shall include a copy of all amounts paid by contractor for parts and materials as basis for parts markups billed to SBIAA and include original receipt of purchase.

II. Equipment Tasking

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

SPECIAL NOTE: The following services are typical to HVAC service. Additional services may be required as industry or manufacturer recommended services arise and shall be covered in the contract cost.

Rooftop Packaged Units:

- Preventative maintenance service to be performed bi-monthly.
- Lock out and tag out equipment as required.
- Check all electrical wiring, connections. Tighten as required.
- Check all motor starter contactor surfaces for wear.
- Clean electrical control enclosures.
- Lubricate air handling unit motor bearings and fan bearings, if applicable.
- Check air handling unit belts for wear.
- Check belt tension and sheave alignment.
- Change belt and change as required.
- Check condition of evaporator coils. Chemically clean as required.
- Check and clean condensate drains, drain line and pan annually.
- Inspect air handling unit fan assembly.
- Lubricate condenser motors as required.
- Chemically clean condenser coil and fan blades annually.
- Check structural integrity of unit.
- Check all mounting hardware, tighten as needed.
- Check and calibrate controls.

- Check heat pump reversing valve. (Heat Pump units)
- Check refrigerant piping for chafing, abnormal vibration and broken supports.
- Check contactors and relays for pitting, wear or damage.
- Check furnace for proper operation (Gas Electric Units)

Exhaust Fans:

- Preventative Maintenance.
- Lock out tag out equipment as required.
- Check all electrical wiring and connections and tighten.
- Check all motor starter contactor surfaces for wear.
- Clean starter and electrical control enclosures.
- Lubricate motor bearings and fan bearings.
- Check exhaust fan belts for wear, replace as required.
- Check belt tension and sheave alignment. Adjust as required.
- Inspect exhaust fan unit assembly.
- Check all mounting hardware. Tighten as required.

Package, Gas Heat Electric Cool:

- Preventive maintenance.
- Change filter quarterly on a minimum basis. Increase as necessary.
- Check unit voltage and record.
- Lubricate motors as required.
- Check and adjust burners for proper flames.
- Check for proper combustion and flue gas relief.
- Record discharge temperature, heating and cooling modes.
- Record return air temperature.
- Check and adjust operating and safety controls.

Air Handler:

- Preventive maintenance.
- Change filter quarterly.
- Air filter housing integrity. Correct as needed.
- Check UV lamp if it exists for air source heat pumps. Clean or replace as required.
- Check control system and devices for proper operation. Repair, adjust & replace components to ensure operation.
- Lockout tag out equipment.
- Check starter contacts for excessive wear.
- Tighten all starter wire connections.
- Check belts, adjust or replace as needed.
- Check belt tension and sheave alignment. Adjust as required.
- Meg-Ohm motor and record annually.
- Check fan motors amps.
- Clean and lubricate unit motor bearings and fan bearings.
- Check operation of economy dampers.
- Lubricate all dampers and linkages as necessary.
- Check operation of static vane (if applicable).
- Visually check all coils for leaks (annually).
- Check and record all coil delta T (annually).
- Inspect all mounting hardware, tighten as needed.

Multi-zone Air Handler:

- Preventive maintenance.
- Change filter quarterly.

- Lockout tag out equipment.
- Check fan motor amps.
- Clean and lubricate components.
- Check operation of economy dampers.
- Check operation of static vane or dampers.
- Check operation of zone dampers.
- Check and adjust operating and safety controls.

Package Chiller Annual:

- Lockout tag out equipment.
- Check condenser / Barrel tubes.
- Check Chiller barrel tube.
- Check and record unit amp draw.
- Check unit voltage and record.
- Check unit pressures and record.

Chiller with Reciprocating Compressors:

- Visually inspect equipment condition and operation.
- Check for unusual vibration, noise, excessive temperatures and refrigerant leaks.
- Check unit voltage and record.
- Check unit operate and records.
- Check unit operating hours and record.
- Check condenser pressure and record.
- Check evaporator pressure and record.
- Check oil sump sight glass.
- Record chilled water inlet temperature.
- Record chilled water outlet temperature.
- Check condenser water inlet.
- Check condenser water outlet temperature.
- Check compressor starter contacts for abnormal wear.

Variable Frequency Drive:

- Preventive maintenance.
- Check fault history report.
- Check operation of manual bypass.
- Verify drive signal increase and decrease.
- Check and tighten all electrical connections.
- Check starter contacts for wear.

NOTE: And any other manufacturer recommended routine work.

III. HVAC Air Filter Changing Service

This service will maintain indoor air quality by replacing all filters in air handlers and package units, on a not to exceed basis of quarterly (every 90 days) and minimizing dust and particles from collecting on ductwork. This service will insure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to higher system and energy efficiency. Filters shall be supplied by the successful Contractor and must be the 30% - 40% pleated type. The filters included under this service are itemized on the **List of Maintained Equipment**. In the event the air filter material or cleaning requires different frequencies than indicated (due to changes in operating conditions), recommendations will be made for approval to the AGENCY Representative to adjust the frequencies and any associated price. Some locations currently have the following filters installed: Merv 8 Pleated Air Filters or as recommended by manufacturer.

IV. Specific Services

Annual Maintenance:

Contractor will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by your experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the AGENCY's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season. Contractor will also provide recommendations for additional service(s) that will better enhance equipment performance. The equipment included under this service is itemized in the **List of Maintained Equipment** section.

Air Cooled Condenser Coil Cleaning:

This service will improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash based on the condition of outside environment and coil accessibility. The equipment included under this service is itemized in the **List of Maintained Equipment**.

Evaporator Coil and Cleaning:

Contractor will clean air handling unit evaporator coils that will help improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Coils will be cleaned at a time that is mutually agreeable between the Contractor and the AGENCY Representative. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner and or other devices that allow the proper cleaning of the coil. The equipment included under this service is itemized in the **List of Maintained Equipment**.

Operating Inspection:

Contractor will provide this service to assure that mechanical equipment continues to operate efficiently with little operating disruptions during the operating season. Contractor will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the provided **List of Maintained Equipment**.

Operating Inspection – Heating:

This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Contractor will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service is in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the **List of Maintained Equipment**.

Operating Inspection – Cooling:

This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Contractor will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service is in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the **List of Maintained Equipment**.

V. Chemical Service Scope of Work:

Chemical service work shall be performed on a continuous monthly basis throughout the Contract Term. The successful Contractor shall be wholly responsible for all chemical services provided, whether the work is performed by a sub-contractor or by the successful Contractor. ***Additionally, the Contractor shall identify the name of the entity that will perform the chemical service, if a sub-contractor is used, and the cost on Exhibit "A"***. This chemical service shall include all parts, equipment, chemicals, labor, and on-going repairs required to provide adequate chemical service through the entire term of the proposed contracts. The purpose of this work is to maintain the equipment per the manufacturer's recommendations and reduce downtime, repair cost, and equipment failure.

- Provide service reports to include system current water and system status
- Schedule as necessary all tower water tests
- Provide all water treatment chemicals to include the following:
 - a) JSC-68 Inhibitor
 - b) JSM-98 Bio Treatment
 - c) JSM-97 Bio Treatment
 - d) JSB-32P Close Loop Treatment

The Contractor shall include the monthly cost of providing chemical services on attachment Exhibit "A".

VI. Parts Replacement Scope of Work:

- When components or parts are replaced in their entirety and a newer design of this component or part is available and is functionally equivalent and compatible, the component or part of the newer design shall be used as the replacement. The old part shall be returned to Agency.
- All repair, replacement parts and components for the mechanical systems and equipment as listed above shall be quoted to the Agency by the successful Contractor and shall be considered an additional cost, separate from recurring costs identified herein. Additional repair rates shall remain in effect throughout the duration of this contract. Rates as identified on Exhibit "A" herein.
- The Successful Contractor shall be available, at no additional cost, for consultation regarding design changes, equipment selection, repair consultation, or other similar consultations.

**LIST OF MAINTAINED EQUIPMENT:
Inland Valley Development Agency Locations**

LOCATION: DFAS #1 – 1111 EAST MILL STREET Software Name: Andover / Mfg: Schneider Electric	
3 each A/C Units: Data Aire, 1 Ton, Straight Cool	Filters: 2 each - 16"x16"x2" Filters: 1 each - 18"x20"x2"
2 each Unit# A-SU18CL, A/C Units: Fujitsu Malcyon Inverter	Washable filters
4 each Unit# CP89SWSIAF 3010 460, A/C Units: York, 7-1/2 Ton	Filters: 4 each – 24"x24"x4" Filters: 4 each – 12"x24"x4"
1 each Unit# YSCACADO-CFD, A/C Units: York, Chiller R22 650 lbs	
1 each Unit# YSCACADO-CFD, A/C Units: York, Chiller R22 650 lbs	
2 each Unit# 275WG, A/C Units: Rite, Boilers	
2 each Unit# F2462N, A/C Units: Baltimore Aircoil, Cooling Tower	
2 each Unit# YCJD245I5IHA, A/C Units: York, 2 Ton, R410A	Filters: 1 each – 16"x20"x1" (2 nd floor IT Room)
LOCATION: BUILDING #48 (IVDA ADMINISTRATION) – 1601 EAST THIRD STREET	
2 each Unit# UNPN0036, A/C Units: Yaskawa (speed drive)	Washable filters
1 each Unit# H3-0652B, A/C Units: RayPak Hi Delta, 546,000 BTU, Gas broiler	
1 each Unit# LRWB3K12, A/C Units: Evapco West, Fluid cooling tower	
2 each Unit# EC072-3HZC, A/C Units: FHP, Water source heat pump	Filters: 16"x20"x1" Filters: 18"x20"x1"
1 each Unit# ES042-3HZC, A/C Units: FHP, Water source heat pump	Filters: 20"x20"x1"
1 each Unit# EC036-3HZC, A/C Units: FHP, Water source heat pump	Filters: 20"x30"x1"
5 each Unit# EC096-3HZC, A/C Units: FHP (Air Handler), Water source heat pump	Filters: 16"x20"x1" Filters: 18"x20"x1"
3 each Unit# EP048-3HZC, A/C Units: FHP (Air Handler), Water source heat pump	Filters: 16"x24"x1"
1 each Unit# EC030-3HZC, A/C Units: FHP (Air Handler), Water source heat pump	Filters: 20"x30"x1"
2 each Unit# ES060-3HZC, A/C Units: FHP, Water source heat pump	Filters: 2 each – 18"x20"x1" Filters: 2 each – 16"x20"x1"
1 each Unit# 70 ACE-70ACEB, A/C Units: Cook (fan)	
2 each Unit# 120 ACE-120ACEB, A/C Units: Cook (fan)	
2 each Unit# PU4-A42NHA3, A/C Units: Mitsubishi, NA Heating/R410A	Washable Filters (IT Room)
6 each Unit# 135 ACE-135ACEB, A/C Units: Cook (exhaust fan)	
3 each Unit# 80 ACE-80ACEB, A/C Units: Cook (exhaust fan)	
6 each Unit# 100 ACE-100ACEB, A/C Units: Cook (exhaust fan)	
LOCATION: BUILDING #58 – 195 NORTH DEL ROSA AVENUE	
1 each Unit# B3HP06A45A, A/C Units: York, NA Heating/R22	Filters: 2 each – 14"x22"x1"
2 each Unit# D1425, A/C Units: Phoenix Swamp Cooler	
2 each Swamp cooler units	

**LIST OF MAINTAINED EQUIPMENT:
San Bernardino International Airport Authority Locations**

LOCATION: BUILDING #673 (DOMESTIC TERMINAL) – 105 NORTH LELAND NORTON WAY	
2 each Unit# 50A4-051FF-21212, A/C Units: Carrier (South Side), NA Heating/R22	Filters: 4 each – 20"x24"x4" Filters: 4 each – 20"x20"x4"
2 each Unit# 50A4-051FF-21212, A/C Units: Carrier (North Side), NA Heating/R22	Filters: 4 each – 20"x24"x4" Filters: 4 each – 20"x20"x4"
6 each Unit# 48PGLC12-M-69042, A/C Units: Carrier (Roof), Refrigerant, 13.7lbs, Gas Heating/R410A	Filters: 4 each – 20"x25"x2"
1 each Unit# MX28B48NA, A/C Units: Mitsubishi, Heat Pump/R410A	Washable Filters (IT Room)
1 each Unit# 38HR060---5, A/C Units: Carrier, 3 ton, NA Heating/R410A	Washable Filter
1 each Data Aire, NA Heating	Filters: 1 each – 20"x20"x1"
1 each Unit# 38HDF029—3, A/C Units: Carrier, 3 ton, NA Heating/R410A	Washable Filter (Room 130A)
1 each Unit# H9-2002BE, Broiler Unit: Raypak Hi Delta, Size: 1,999,000BTU/HR/ Output: 1,739,000	
1 each Unit# 38HDR060---5, A/C Units: Carrier, NA Heating/R410A	Washable Filter (Room 156)
1 each Unit# 38HDR060---5, A/C Units: Carrier, NA Heating/R410A	(Room 148)
1 each Unit# LP1111WXR4, A/C Units: LG	
1 each Unit# EF-4 180ACE 180 ACEB, Units: Cook, NA (exhaust fan)	NA Filters
4 each Jet Bridges – Unit# GPCIGPIT, Unit: Goodman	
3 each Jet Bridges – Unit# XPC-5010-113-16-30, Unit: Jetaire Pre-conditioned Air, R22 Refrigerant	
LOCATION: BUILDING #680 (FIRE STATION) – 165 SOUTH LELAND NORTON WAY	
1 each Unit# WHR025C1, A/C Units: McQuay Season Pak Air Handler, Water chiller R22 50 lbs	Filters: 2 each – 16"x20"x2" Filters: 6 each – 16"x25"x2"
16 units – Coils, Hot Water	
1 each Broiler, A/C Unit: Ingersolland T30, Gas	
1 each Water Tower, Unit# 4725 1182, A/C Unit: Marley Aqua Tower	
1 each system dryer, Unit# HPRS-10, A/C Unit# Dyer SPX Hankison, NA/Electric	
LOCATION: HANGAR 763 (WEST ANNEX) – 255 SOUTH LELAND NORTON WAY	
2 each Unit# WCH180B300HA, A/C Units: Trane Voyager, 15 ton, NA Gas/R22	Filters: 2 each – 20"x20"x2" Filters: 2 each – 20"x25"x2"
2 each Unit# BP048C00N4AAA1, A/C Units: York, 4 ton, NA Gas/R22	Filters: 2 each – 15"x20"x1" Filters: 1 each – 14"x25"x1"
2 each Unit# BP090C00N4AA4, A/C Units: York, 7.5 ton, NA Gas/R22	Filters: 4 each – 16"x25"x2"
2 each Unit# BP078C00N4AAA3C, A/C Units: York, 6.5 ton, NA Gas/R22	Filters: 1 each – 20"x25"x2"
1 each Unit# C2B01811A, A/C Unit: York Affinity 3S Series, NA Gas/R410A	Filters: 1 each – 16"x20"x1"
1 each Unit# PU4-A42NHA2, A/C Unit: 3.5 ton, NA Gas/R410A	Washable Filters (IT Room)
Additional A/C units located in attics of Hangar and West Annex *(additional details will be given on job walk)	
LOCATION: BUILDING #794 (CONTROL TOWER) – 275 SOUTH LELAND NORTON WAY	
1 each Unit# CHACC151HBN2222K, A/C Units: Trane (chiller), 15 ton, serial# L87H03714, Chiller no heating	
1 each Unit# CHACC151HBN2222K, A/C Units: Trane (chiller), 15 ton, Chiller no heating	

1 each Unit# CCBB10C3G60, A/C Units: Trane (fan coil), Controlled by pneumatic (7th Floor)	
1 each Unit# X39500196-01J, A/C Units: Trane, Controlled by pneumatic (10th Floor)	Filters: 2 each – Pleated 24"x24"x2" Filters: 2 each – Rigid 24"x24"x12" Filters: 3 each – 12"x24"x2"
1 each Unit# ACP-C0S-053118, A/C Units: A.C.P. Air Compressor	
1 each Unit# Hankison Air Dryer, (For pneumatic control dryer)	
LOCATION: BUILDING #674 (OFFICES) – 225 NORTH LELAND NORTON WAY	
3 each Unit# DJ048N6NYAAA2, A/C Units: York, 4 ton, Gas Heating/R22, System: 10lbs 8oz	Filters: 1 each – 20"x30"x1" Filters: 1 each – 14"x25"x1"
1 each Unit# DJ036N04NYAAA2, A/C Units: York, 3 ton, Gas Heating/R22, System: 9lbs 4oz	Filters: 1 each – 20"x30"x1" Filters: 1 each – 14"x25"x1"
1 each Unit# DF090N110NYAAAYB, A/C Units: York, 7.5 ton, Gas Heating/R22, System: 5lbs 4oz	Filters: 4 each – 16"x24"x2"
1 each Unit# MSY-D36VA Condenser / MSYA24NA Evap. A/C Units: Mitsubishi, 3 ton	Washable Filter (IT Room)
LOCATION: INTERNATIONAL ARRIVALS FACILITY (IAF CUSTOMS – 3 Story Building) 275 NORTH LELAND NORTON WAY	
2 each Unit# 2H120N15N4AAA5A, A/C Units: York, 10 ton, NA Heating/R410A, System: 7lbs 14oz	Filters: 4 each – 20"x24"x2"
7 each Unit# 2F036N08N4AAA1A, A/C Units: York, 3 ton, NA Heating/R410A, System: 4lbs 14oz	Filters: 1 each – 20"x30"x1" Filters: 1 each – 14"x25"x1"
2 each Unit# 2F060N08T4AAA1A, A/C Units: York, 5 ton, NA Heating/R410A, System: 4lbs 15oz	Filters: 1 each – 20"x30"x1" Filters: 1 each – 14"x25"x1"
2 each Unit# 2H150N15N4AAA5A, A/C Units: York, 12.5 ton, NA Heating/R460A, System: 8lbs 12oz	Filters: 4 each – 20"x24"x2"
2 each Unit# 2H090N10N4AAA5A, A/C Units: York, 7.5 ton, NA Heating/R410A, System: 6lbs	Filters: 4 each – 16"x24"x2"
1 each Unit# 2H150N15N4AAA5A, A/C Units: York, 12.5 ton, NA Heating/R410A, System: 8lbs 12oz	Filters: 2 each – 20"x24"x2"
1 each Unit# 2H102N10N4AAA5A, A/C Units: York, 8.5 ton, NA Heating/R410A	Filters: 4 each – 20"x24"x2"
3 each Unit# PUY-A24NAY, A/C Units: Mitsubishi, 2 ton, NA Heating/R410A, System: 6lbs 10oz	Washable Filters (IT Room)
3 each Unit# PUY-A36NHAY, A/C Units: Mitsubishi, 3 ton, NA Heating/R410A, System: 6lbs	Washable Filters (IT Room)
1 each Unit# PUY-A42NHAY, A/C Units: Mitsubishi, 4 ton, NA Heating/R410A, System: 10lbs	Washable Filters (IT Room)
1 each Unit# 180 ACE-180C6B50, A/C Units: Cook (exhaust fan)	
1 each Unit# 135 ACE-135ACEB, A/C Units: Cook (exhaust fan)	
1 each Unit# 60 ACE-60ACEB, A/C Units: Cook (exhaust fan)	
1 each Unit# 180 ACE-180C6B50, A/C Units: Cook (exhaust fan)	
1 each Unit# 80 SRSH-S0RSHB, A/C Units: Cook (exhaust fan)	
1 each Jet Bridge, Unit# PHD360000K000CI, R410A, Refrigerant	
LOCATION: BUILDING #759 – 294 SOUTH LELAND NORTON WAY	
1 each Unit# T-760, Boiler Unit: Parker, Size: 760,000 BTU	
1 each Unit# VT480000AV / NH20150328, Compressor Unit: Speedaire Compressor	

1 each Unit# HPR5-10, Dryer Unit: SPX Hankison	
1 each Carrier Chiller, Unit: 30HK040-530, Refrigerant, 35lbs, R22	
1 each Baltimore Aircoil Cooling Tower, Unit# F2732-H	
25 each A/C Units: Carrier Fan Coils	Filters: 6 each – 16"x20"x2" Filters: 3 each – 16"x30"x2" Filters: 15 each – 16"x25"x2"
LOCATION: BUILDING #730 – 285 SOUTH LELAND NORTON WAY	
1 each Unit# 30HXC096R—640BA-1, Chiller Units: Carrier	
1 each Unit# CFN501PM, Broiler Unit: Lochinvar / Control #M-7	
1 each Baltimore Aircoil Cooling Tower, Unit# VXT-950	
33 each A/C Units: Carrier Fan Coils	Filters: 29 each – 10"x24"x1" Filters: 2 each – 16"x20"x1" Filters: 1 each – 16"x25"x1" Filters: 1 each – 15"x30"x1"
LOCATION: BUILDING #56 – 115 NORTH DEL ROSA AVENUE	
1 each Unit#: PX4877V05088, Air Compressor Unit: Ingersoll Rand	
1 each Unit#: H3-0402, Broiler Unit: Raypack Hi Delta, Size: 336,000 BTU, 3 hot water coils	
1 each Unit# 39MN30B0057W811XXS, Chiller Unit: Carrier, NA Heating	Filters: 8 each – 16"x25"x2"
1 each Unit# 30RAN055E—611DT, Chiller Unit: Carrier, 55 ton, NA Heating/R22	
1 each Unit# 50HJ0005---631--, A/C Units: Carrier Weather Master, 4 ton, NA Heating/R22 (4 ton)	Filters: 2 each – 16"x25"x2"
1 each Unit# H5A4R01R0AV, A/C Units: Trane Air Handler, NA Heating/R22	Filters: 4 each – 20"x20"x2" Filters: 24 each – 16"x20"x2"
1 each Unit# 50HJQ008—621--, A/C Units: Carrier Weather Master, 7.5 ton, NA Heating/R22	Filters: 4 each – 16"x20"x2"
1 each Unit# 50HJQ008---621--, A/C Units: Carrier, NA Heating/R22	Filters: 4 each – 16"x16"x2"
LOCATION: BUILDING 610 (GUANG LIN CAFÉ) – 157 SOUTH DEL ROSA AVENUE	
4 each Unit# KGA09254B24, A/C Unit: Lennox AC, Gas Heating/R410A	Filters: 4 each – 20"x25"x2"
1 each Unit# TEHA030L6-HS2b-F, A/C Unit: Trenton Refrigeration, Electric Heating/R404A/R507 (Walk-in freezer unit)	
1 each Unit# TEHA015E6-HS2b-B, A/C Unit: Trenton Refrigeration, Electric Heating/R404A/R507 (Walk-in freezer unit)	
2 each Unit# 4101 SD, A/C Unit: Champion Cooler, Evaporative Air Cooler (swamp cooler)	
1 each Unit# FS350A, A/C Unit: Frigiking, Evaporative Air Cooler (swamp cooler)	
1 each Unit# FS650A, A/C Unit: Frigiking, Evaporative Air Cooler, swamp cooler)	
1 each Unit# Exhaust Fan (NCA8FA), A/C Unit: Captive Air Systems	
2 each Unit# Exhaust Fan (NCA14FA), A/C Unit: Captive Air Systems	
LOCATION: BUILDING 697 (Cargo Building) – 215 NORTH LELAND NORTON WAY	
1 each Unit# XP078C00N4AAA5A, A/C Unit: York, Heat Pump/R410A, System: 9lbs 4oz.	Filters: 4 each – 16"x24"x2"
1 each Unit# MUY-GE24NA, A/C Unit: Mitsubishi, NA Heating/R410A, System: 4lbs 3oz.	Washable Filters

1 each Unit# Exahust Fan 70 ACE 70ACEB, A/C Unit: Cook	
1 each Unit# Exhaust Fan100 ACE 100 ACEB, A/C Unit: Cook	
LOCATION: FBO HANGER – 2027 PERIMETER ROAD	
1 each Unit#: DF078N10N4AAA3D, A/C Units: York, 6.5 ton, Gas Heating/R22 (6lbs)	Filters: 4 each – 20"x25"x2"
1 each Unit# MUY-GA24NA Cond/MSY GA24NA Evap., A/C Units: Mitsubishi, 2 ton, NA Heating/R410A, Size: 10lbs 8oz	Washable Filters (IT Room)
1 each Unit# DJ048N06NYAAA2B, A/C Unit: York, 4 ton, Gas Heating/R22, Size: 10lbs 8oz	Filters: 1 each – 20"x30"x1" Filters: 1 each - 14"x25"x1"
2 each Unit# DJ060N08NYAAA3A, A/C Unit: York, 5 ton, Gas Heating/R22, Size: 11lbs 8oz	Filters: 1 each – 14"x25"x1" Filters: 1 each – 20"x30"x1"
1 each Unit# 80 ACEB, Units: Cook (exhaust fan)	

ADDITIONAL EQUIPMENT AND LOCATIONS: *(additional details will be given on job walk)

The following listed equipment will be listed as an OPTION for the HVAC service contract:

LOCATION:	EQUIPMENT:
Office Trailer 313	2 each, A/C Wall Mount Unit, Model: BARD WA631-A10XXUXXX, R22 Refrigerant, 68oz.
Office Trailer 795	A/C Wall Mount Unit
Office Trailer - Car Rental Area	A/C Wall Mount Unit
Parking Lot Ticket Kiosks	A/C Unit
Airport Gate #2	Ice Qube Vertical Mount Extra Slim, 120V A/C Unit
Airport Gate #3	Ice Qube Vertical Mount Extra Slim, 120V A/C Unit
Airport Gate #10	Ice Qube Vertical Mount Extra Slim, 120V A/C Unit

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 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 VII, Form of Agreement.

B. COST AND PRICE FORMS

Contractor shall complete the Price Form and Bid Sheet in its entirety including: 1) all monthly service costs, quarterly 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 on the following page and submit with 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	
9.	Subcontractor Information – to include: *Company Name, Address, Contact Information *Licenses, Permits and/or Certifications *Detailed statement regarding project management of the subcontractor	

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 Contractor 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 AGENCY to pursue any remedy by law.	
4.	Contractor agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.	
5.	Contractor agrees to provide the AGENCY with any other information the AGENCY determines is necessary for an accurate determination of the Contractor's ability to perform the services as proposed; and	
6.	Contractor, 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 20-001

DESCRIPTION OF WORK: HVAC System Maintenance

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 AGENCY reserves the right to coordinate, inspect and approve all aspects of the HVAC System Maintenance.

Payment shall be via Purchase Order within Net thirty (30) days of the AGENCY'S receipt of invoice and completion of work.

Invoices shall be addressed as follows:
San Bernardino International Airport Authority
1601 E. 3rd Street
San Bernardino, CA 92408

EXHIBIT "A"
RFP 20-001: HVAC System Maintenance
Bid Sheet

Contractor's bidding this project shall be properly licensed in the State of California in the classification as designed in the Additional Contractor Requirements and shall satisfy the State as to their license qualifications. Contractor's must be registered and provide proof of registration with the Department of Consumer Affairs.

The Contractor has carefully checked all figures and understands that the AGENCY will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFP as follows.

PLEASE NOTE: This will be a one (1) year contract with two (2) additional one (1) year extensions, for a total of three (3) years ending March 31, 2023. Selected vendor shall hold pricing for the entire contract term.

IVDA Locations:	Bi-Monthly Preventative Maintenance:	Monthly Chemical Service:	Quarterly Day Filter Replacement:	Total Yearly Cost: (Total of all Costs)
DFAS Bldg. #1				\$
Bldg. #48				\$
Bldg. #58				\$
YEAR ONE GRAND TOTAL: (INCLUDE ALL YEARLY COSTS + TAXES, FEES, ETC.)				\$

Monthly Cost to Service/Maintain Out of Service Units by Building (IVDA)		
DFAS Bldg. #1:	Bldg. #48:	Bldg. #58:

SBIAA Locations:	Bi-Monthly Preventative Maintenance:	Monthly Chemical Service:	Quarterly Filter Replacement:	Total Yearly Cost: (Total of all Costs)
Bldg. #673				\$
Bldg. #680				\$
Bldg. #763				\$
Bldg. #794				\$
Bldg. #674 Ofcs				\$
Bldg. IAF				\$
Bldg. #759				\$
Bldg. #730				\$
Bldg. #56				\$
Bldg. #697				\$
Bldg. #610				\$
Bldg. #339				\$

Sheriff Hangar				\$
FBO Hangar				\$
GRAND TOTAL: (INCLUDE ALL YEARLY COSTS + TAXES, FEES, ETC.)				\$

Monthly Cost to Service/Maintain Out of Service Units by Building (SBIAA)		
Bldg. #673:	Bldg. #680:	Bldg. #763:
Bldg. #794:	Bldg. #674:	Bldg. IAF:
Bldg. #759:	Bldg. #730:	Bldg. #56:
Bldg. #697:	Sheriff Hangar:	FBO Hangar:
Bldg. #610:	Bldg. #339	

Additional Equipment:	Bi-Monthly Preventative Maintenance:	Quarterly Filter Replacement:	Total Yearly Cost: (Total of all Costs)
Office Trailer 313			\$
Office Trailer 795			\$
Office Trailer – Car Rental Area			\$
Parking Lot Ticket Kiosks			\$
Airport Gate #2			\$
Airport Gate #3			\$
Airport Gate #10			\$
YEAR ONE GRAND TOTAL: (INCLUDE ALL YEARLY COSTS + TAXES, FEES, ETC.)			\$

Contractor's Hourly Service Rate Per Additional Service Requirement Section:

Normal Business Hours, Hourly Rate:	After-Hours On-Call, Hourly Rate:
Weekend On-Call, Hourly Rate:	Emergency Call-out Service Fee:
Emergency On-Call, Hourly Rate:	Parts/Supply Mark-up %:

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.

Have you included in your proposal all requested informational items and forms? Yes / No (circle one). If you answered "No", please explain: _____

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:	
Addenda No:		Received On:	
Addenda No:		Received On:	

EXHIBIT "B"
RFP 20-001: HVAC System 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 _____, 2020, 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.]

IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY – Execution of Legal Documents:

The Company has authorized and hereby designates the following individual(s) to execute legal documents on behalf of Company, including but not limited to contract documents, Proposals and related documents:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY – Representative and/or Management Capacity:

The Company has authorized and hereby designates the following individual(s) to serve in a representative and/or management capacity on behalf of Company relating to the concerned project, contract document, lease document, development document, or any other legal document or agreement, including but not limited to manager, project manager, site manager, etc.

Name	Title
_____	_____
_____	_____
_____	_____

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

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) - _____ <i>Note:</i> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	Social security number					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; text-align: center;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; text-align: center;"> </td> </tr> </table>		-		-	
	-		-			
	or					
	Employer identification number					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 45%; text-align: center;"> </td> <td style="width: 40%; text-align: center;"> </td> </tr> </table>		-			
	-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SECTION VII:

Form of Agreement – DO NOT EXECUTE

SERVICES AGREEMENT FOR

“Heating Ventilation and Air Conditioning (HVAC) System Maintenance”

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

Upon the following terms and conditions of this Agreement, the SBIAA & IVDA 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 20-001 which lists the required specifications. In the event of conflict of terms between RFP 20-001 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 & IVDA 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 March 1, 2020, with two additional one year extensions, set to expire March 31, 2023. Either party may terminate this Agreement upon a 60-day notice to the other party for any reason or no reason. SBIAA & IVDA may terminate this Agreement upon a 30-day notice to Contractor with cause. In the event the SBIAA & IVDA terminates this Agreement, CONTRACTOR shall cease all work immediately after receiving notice from SBIAA unless otherwise advised by SBIAA & IVDA and shall notify SBIAA & IVDA 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 & IVDA 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 & IVDA 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 & IVDA, 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 & IVDA a certificate of insurance, on a SBIAA & IVDA-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 & IVDA, SBIAA & IVDA'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 & IVDA 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 & IVDA 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 & IVDA:
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 & IVDA. 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 & INLAND VALLEY
DEVELOPMENT AGENCY

CONTRACTOR

Mike Burrows
Title: SBIAA Executive Director

CONTRACTOR NAME
Title: _____

DO NOT EXECUTE