



## SAN BERNARDINO INTERNATIONAL AIRPORT

1601 E 3<sup>rd</sup> St  
San Bernardino, CA 92408  
Phone: (909) 382-6068

### REQUEST FOR PROPOSALS (RFP) FOR RFP 21- 001 Hospitality Services

May 20, 2021

#### **SECTION I:**

#### **INVITATION**

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

#### **"Hospitality Services"**

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)**

- Issue RFP May 20, 2021
- Written Questions from Vendors May 27, 2021 – 2:00 pm
- Responses from Agency Due June 2, 2021
- Proposals Due June 14, 2021 - 2:00 pm
- RFP Evaluation June 18, 2021
- Contract Award June 23, 2021

**Selected Vendor Shall be prepared to deliver services by July 1, 2021.**

#### ***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:**

### **RFP Instructions**

#### **A. Examination of Proposal Documents:**

1. By submitting a proposal; Vendors represent they have thoroughly examined and become familiar with the requirement outlined under this RFP and that they are capable of performing the quality work to achieve AGENCY's objectives
2. AGENCY reserves the right to remove from its mailing list for future RFP's for an undetermined period of time, the name of any Vendor for failure to accept contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.

#### **B. Addenda**

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**

##### **a. Examination of Documents**

Should a Vendor require clarifications to this RFP, the Vendor 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.

##### **b. Submitting Requests For Information**

- i. All Vendor questions, clarifications or comments shall be submitted in writing and shall be received by AGENCY no later than May 26, 2021, and be addressed as follows:

San Bernardino International Airport Authority  
Attn: Wendy Bechtel  
1601 E. Third Street, Suite 100  
San Bernardino, CA 92408

OR

Sent via E-mail to: [wbechtel@luxivairsbd.com](mailto:wbechtel@luxivairsbd.com)

- ii. 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, with "RFP Hospitality Services - Questions."
- iii. The exterior envelope of all requests for clarifications, questions and comments sent by means other than e-mail 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 Vendor's responsibility to ensure all requests are received.

iv. Inquiries received after 2:00pm on May 26, 2021 will not be accepted.

c. **AGENCY Responses**

AGENCY's responses to substantive questions will be communicated in writing by Addendum to each prospective bidder via e-mail by June 2, 2021.

D. **Submission of Proposals**

a. **Date and Time**

All proposals shall be submitted to San Bernardino International Airport Authority, Attention: Wendy Bechtel, no later than **2:00 PM, June 14, 2021**. Proposals received after that date and time will be rejected by AGENCY as non-responsive and returned unopened.

b. **Address**

Proposals shall be addressed as follows:

**San Bernardino International Airport Authority**  
**Attn: Wendy Bechtel**  
**1601 East Third Street**  
**San Bernardino, CA 92408**  
OR  
**Email: wbechtel@luxivairsbd.com**

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

c. **Identification of Proposals**

Vendor shall submit a proposal package consisting of:

a) three (3) **signed original proposals** and price forms

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

**"RFP 21-001 Hospitality Services"**

d. **Acceptance of Proposals**

- i. 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.
- ii. 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 Vendor responding to this RFP.
- iii. 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 Vendor in:

- a. preparing its proposal in response to this RFP;
- b. submitting the proposal to AGENCY;
- c. negotiating with AGENCY any matter related to the proposal; or
- d. any other expenses incurred by the Vendor 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 Vendor in the preparation of its proposal. Vendor 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 Vendor(s) should negotiations with the selected Vendor(s) be terminated, to negotiate with more than one Vendor simultaneously, or to cancel all or part of this RFP.

**G. Acceptance of Order**

The successful Vendor(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 Vendor fails to fulfill the requirements set forth in this RFP, or in the Vendor's Proposal

Upon award of Contract to the selected Vendor, 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 Vendor's sole cost and expense, at a time and place, and in a manner, to be determined by the Agency.

**K. Contract Term and Renewal**

The contract term will begin July 1, 2021, or earlier if agreed to by both parties, and be in effect for three (3) years (36 months), with two (2) one-year optional extensions, unless terminated, canceled or extended as otherwise provided herein. In the event SBIAA

exercises such right, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. The Vendor shall agree that price stated in the original contract shall apply unless an increase or decrease is agreed upon in writing. A minimum three-year relationship is expected, ending June 30, 2024.

### **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:

- a. Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.
- b. Have sufficient staff and/or sub-Vendors available with experience in the disciplines required for this service.
- c. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
- d. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
- e. 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-Vendors; logic of project organization; adequacy of labor commitment and past performance.

##### **2. Services and Equipment: 20%**

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

##### **3. Reasonableness of Cost and Price: 60%**

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 Vendors; conduct on-site visits and/or tours of the Vendors' places of

business; conduct negotiations with the most qualified Vendor(s). Vendors should be aware, however, that award may be made without Vendor visits, interviews, or further discussions or negotiations.

**C. AWARD**

AGENCY staff will select Vendor(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 Vendors for interview and notification for interviews is expected to occur on or about June 18, 2021. AGENCY anticipates making final selections and awards on or about June 23, 2021.

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

**SECTION IV:**

**SCOPE OF SERVICES – HOSPITALITY SERVICES**

The San Bernardino International Airport Authority (SBIAA) is hereby soliciting bids to provide items included as part of the Hospitality Service center. The term of this contract will be for three (3) years ending June 30, 2024, with two additional one (1) year extensions for a total of five (5) years ending June 30, 2026.

Hospitality Service Items to include but not limited to:

- Fountain Syrup i.e.: Coke, Diet Coke, Sprite, Minute Maid, Powerade
- Packaged Snack Items IE Ritz crackers, nuts cookies etc.
- Packaged Chips i.e. Lays, Fritos, Ms. Vicki
- Whole Bean Coffee caffeinated and and De-Caffeinated
- Creamer Variety
- Otis Spunkmyer Cookie Dough 1.33 oz Assorted Flavors
- Bottled Water
- Bottle Juice i.e.: apple, cranberry, orange
- Bottle Lipton Tea
- Delivery to 1 location as required on an agreed schedule:
  - a. Luxivair SBD – 295 N Leland Norton Way, San Bernardino, CA 92408
- Provide professional and timely customer support and a dedicated representative
- Net-30 payment terms
- Weekly scheduled delivery of products and goods available to deliver on AD HOC days within 24 hours of service request.

## 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. Upon request, electronic submittal may be considered.

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

- a. Company Information Sheet (Exhibit B) - identification of Vendor, 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 Vendor and sub vendors, if applicable;
- c. Include all RFP addenda with Proposal, if any;
- d. Name, title, address, email and telephone number of Vendor'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 Vendor 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 Vendor 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**

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

**c. Form of Agreement**

Vendor 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 Vendor shall be required to execute the Agreement in Section VI, Form of Agreement.

**B. COST AND PRICE FORMS**

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

**C. NON-COLLUSION AFFIDAVIT**

Vendor 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.

<b>Items Completed</b>		<b>Page (s)</b>
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

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

Subscribed and sworn before me,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_  
Notary Public in and for the State of California

My Commission Expires: \_\_\_\_\_

## **STATEMENT OF CERTIFICATION**

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

	<b>STATEMENT</b>	<b>AGREE (INITIAL)</b>
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.	

**SECTION VI.**

**PRICE FORMS**

REQUEST FOR PROPOSALS: RFP 21-001

DESCRIPTION OF WORK: Hospitality Services

VENDOR'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.

Vendor 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 Hangar Fire System Project.

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 21-001 Hospitality Services**  
**Bid Sheet**

<u>Description</u>	<u>Brand</u>	<u>Unit of measure</u>	<u>Item Pack Size</u>	<u>Total</u>
Vanilla Creamer	int Del	Case	288	
Hazelnut Creamer	int Del	Case	288	
Choc Milk	Horizon	Case	18	
Asst Yogurt	Yoplait	Case	18	
Asst. Cookie Dough	Otis Spunkmyer	Case	60	
Hot Oatmeal	Quaker	Case	24	
Asst Chips	Ms Vicki	Case	60	
Asst Chips	Lays	Case	60	
Cookies	Nabisco	Case	120	
Crackers	Sunshine	Case	60	
Crackers	Ritz Bits	Case	48	
Orange Juice	Tropicana	Case	24	
Apple Juice	Tropicana	Case	24	
Cranberry Juice	Tropicana	Case	24	
Muddy Buddies	Kellogg	Case	60	
Rice Krispies	Kellogg	Case	20	
Mixed Fruit Trail	Planter	Case	72	
Mixed Nut Trail	Planter	Case	72	
Sweet Tea	Lipton	Case	12	
Reg Tea	Lipton	Case	12	
Sprklg Water	Perrier	Case	24	
Vit Water	Vit Water	2.5 Gal	1	
Coke Syrup	Coke	5 gal	1	
Diet Coke Syrup	Diet Coke	5 gal	1	
Root Beer Syrup	Barqs	5 gal	1	
Asst. Tea Bags	Bigalow	Case	28	
Milk	Horizon	Case	18	

**EXHIBIT "B"**  
**Hospitality Services**

**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 \_\_\_\_\_, 2021, in \_\_\_\_\_, \_\_\_\_\_.  
[day] [Month] [City] [State]

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

LEGAL NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

WEBSITE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**TYPE OF BUSINESS (Check One):**

- |  |  |
|--|--|
| <input type="checkbox"/> CORPORATION                                 | <input type="checkbox"/> LIMITED LIABILITY COMPANY |
| <input type="checkbox"/> PARTNERSHIP                                 | <input type="checkbox"/> JOINT VENTURE             |
| <input type="checkbox"/> INDIVIDUAL                                  |  |
| <input type="checkbox"/> INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME |  |
| <input type="checkbox"/> OTHER _____                                 |  |

**STATE OF INCORPORATION OR FORMATION & BUSINESS LICENSE #:**

\_\_\_\_\_

**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:

<b>Name</b>	<b>Title</b>
_____	_____
_____	_____
_____	_____
_____	_____

**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.

<b>Name</b>	<b>Title</b>
_____	_____
_____	_____
_____	_____

.....  
**[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.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: Individual/sole proprietor or single-member LLC      C Corporation      S Corporation      Partnership      Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. Other (see instructions) ▶	<b>4</b> 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>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>									
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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.								<b>Social security number</b>	
<b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.								<b>or</b>	
<b>Employer identification number</b>									

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. 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	
2. 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	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> 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 on page 3.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### 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? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**SECTION IV:**

**Form of Agreement – DO NOT EXECUTE**

**SERVICES AGREEMENT FOR**

**“Hospitality Services”**

This SERVICES AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 21\_\_\_\_\_, by and between the **SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**, a California joint powers authority, (“SBIAA”), and \_\_\_\_\_ (“VENDOR”)

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

**1. PROFESSIONAL SERVICES.**

VENDOR will provide usual and customary professional services, as authorized and required by the SBIAA under the terms and conditions of this Agreement and (RFP 21-001) which lists the required specifications. In the event of conflict of terms between (RFP 21-001) and this Agreement, the terms of this Agreement will govern. VENDOR’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 VENDOR for the tasks stated in the attached RFP of this Agreement, on a not to exceed basis of \$60,000.00 per year for services rendered as specified in the RFP. SBIAA may at its option require additional services from the VENDOR payable at the rate(s) set forth in the RFP. SBIAA will pay the VENDOR in accordance with the terms specified in the RFP.

**3. TERM**

This Agreement shall remain in effect for a period of three fiscal years ending on June 30, 2024, with two additional one-year extensions, set to expire June 30, 2026. 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 Vendor with cause. In the event the SBIAA terminates this Agreement, VENDOR 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 VENDOR**

VENDOR is an independent Vendor and is not an agent or employee of, and has no authority to bind, SBIAA by contract or otherwise. VENDOR will perform the contracted services under the general direction of SBIAA, but VENDOR will determine, in VENDOR’s sole discretion, the manner and means by which such services are accomplished, subject to the requirement that VENDOR shall at all times comply with applicable law, and VENDOR shall perform and complete the work in a “good and workman-like manner”.

## 5. REPRESENTATIONS

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

## 6. INDEMNIFICATION BY VENDOR

VENDOR 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 VENDOR 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 VENDOR's services, to the fullest extent permitted by law, VENDOR 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 VENDOR, its officers, agents, employees or sub-Vendors (or any other entity or individual for whom VENDOR shall bear the legal liability) in the performance of professional services under this Agreement.

## 7. INSURANCE REQUIREMENT

VENDOR 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.

VENDOR 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.

The Authority shall be named as an additional insured on all insurance policies as required to be maintained by the Vendor pursuant to this Contract. **SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY/ INLAND VALLEY DEVELOPMENT AGENCY – 1601 East Third Street, San Bernardino, CA 92408**

VENDOR 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.

VENDOR 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 VENDOR shall also be applicable to VENDOR's sub-Vendors, if any. VENDOR agrees to maintain appropriate agreements with sub-Vendors 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. VENDOR

k.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **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**

VENDOR may not assign VENDOR's rights or delegate VENDOR'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 Vendor 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 Vendor 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 Vendor. In any event, costs of completing the work shall be a charge against the Vendor, and may be deducted from any money due or becoming due to Vendor or the Vendor 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

VENDOR

\_\_\_\_\_  
\_\_\_\_\_

Mike Burrows, SBIAA Executive Director

VENDOR NAME & TITLE

**DO NOT EXECUTE**