



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 2022-002: Hangar Fire Suppression Maintenance, Inspection and Testing

October 5, 2021

SECTION I:

INVITATION

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

"Hangar Fire Suppression Maintenance, Inspection and Testing"

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 | October 5, 2021 |
| 2. Pre-proposal Non-Mandatory Job Walk | October 14, 2021 10:00 AM |
| 3. Written Questions from Contractors Due | October 19, 2021 - 2:00 PM |
| 4. Responses from Agency Due | October 22, 2021 |
| 5. Proposals Due | November 5, 2021 - 2:00 PM |
| 6. RFP Evaluation | November 9, 2021 |
| 7. Contract Award | November 24, 2021 |

Selected Contractor Shall be prepared to deliver services by December 1, 2021.

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SECTION II:

INTRODUCTION

General Airport Information:

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

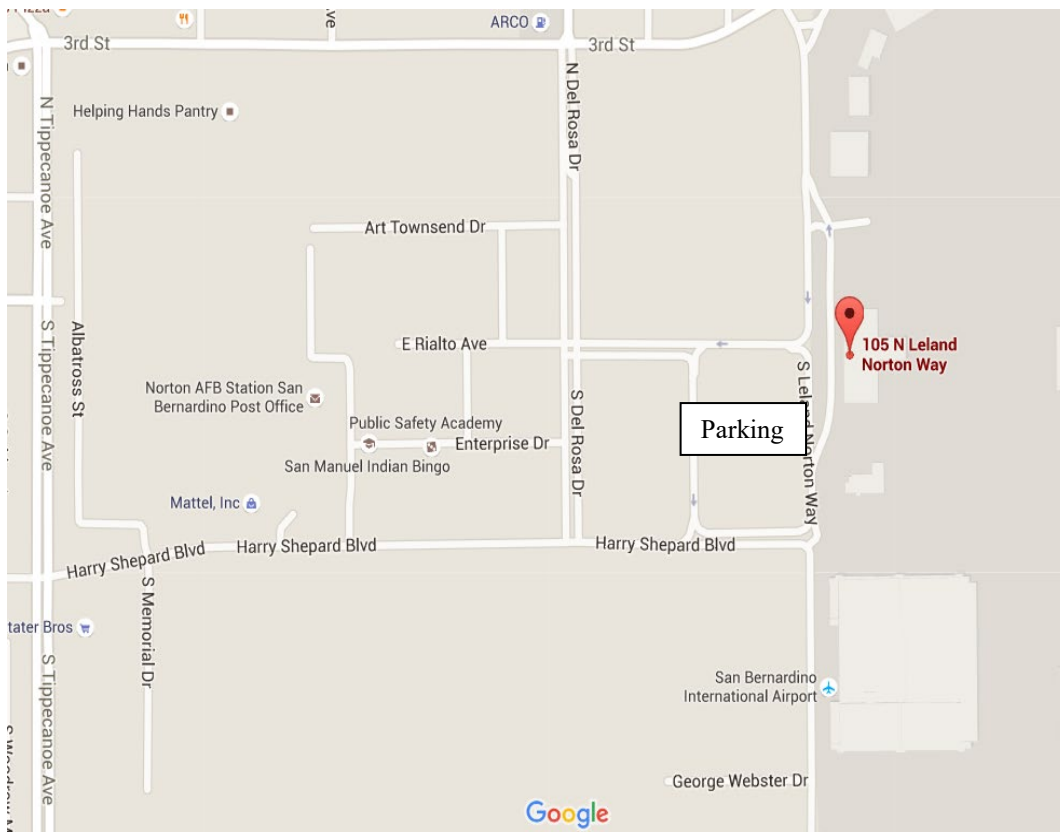
The San Bernardino International Airport is a commercial airport certificated under Federal Aviation Regulation Part 139. The Airport is currently available to serve both commercial passenger and cargo flights, and can accommodate the world's largest aircraft, on its 10,000-foot-long Group VI runway.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

RFP INSTRUCTIONS

Pre-Proposal Job Walk:

A non-mandatory pre-proposal meeting will be held at 10:00 AM on October 14, 2021 at the Domestic Terminal, 105 N. Leland Norton Way, San Bernardino, CA 92408.

The purpose of the pre-proposal meeting and walk through is to review the requirements of this RFP, discuss the facilities, and to respond to questions regarding the RFP process. **This meeting will begin promptly at 10:00 AM, any late arrivals will not be allowed to participate in the pre-proposal walk through.**



A. Examination of Proposal Documents

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

B. Addenda

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

C. Clarifications

1. **Examination of Documents**

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

2. **Submitting Requests For Information**

- a. With the exception of oral questions asked at any pre-proposal meetings, all Contractor questions, clarifications or comments shall be submitted in writing and shall be received by AGENCY no later than October 19, 2021, and be addressed as follows:

San Bernardino International Airport Authority
Attn: Shautil Martinez, Purchasing Agent
1601 E. Third Street, Suite 100
San Bernardino, CA 92408

OR

Send via E-mail to: smartinez@sbdairport.com

- 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 22-002 Hangar Fire Suppression Maintenance, Inspection and Testing - 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 2:00pm on October 19, 2021 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 and posted on AGENCY website at www.sbiaa.org.

D. **Submission of Proposals**

1. **Date and Time**

All proposals shall be submitted to San Bernardino International Airport Authority, Attention: Shautil Martinez, Purchasing Agent, no later than **2:00 PM, November 5, 2021**. 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: Shautil Martinez, Purchasing Agent
1601 East Third Street
San Bernardino, CA 92408
OR
E-mail: smartinez@sbdairport.com**

Proposals may be delivered in person or by courier or by US Mail, 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 22-002 Hangar Fire Suppression Maintenance, Inspection and Testing"

4. **Acceptance of Proposals**

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

E. **Pre-Contractual Expenses**

Pre-contractual expenses are defined as but not limited to, expenses incurred by the Contractor in:

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

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

F. Contract Award

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

G. Acceptance of Order

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

H. Public Record

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

I. Documents

All submitted documents become the property of the Agency.

J. Cancellation

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

K. 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 Driver's Training Course, approximately 1 to 2 hour class to obtain the required training. Class times are estimates and may be longer depending on class size. All current badging information including, applications, background checks as needed, associated cost(s) and/or other information regarding access to the airport is available at <https://www.sbdairport.com/about/airport-badging/>

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 TSA and FBI, 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.

L. Contract Term and Renewal

The contract term will begin December 1, 2021, or after if agreed to by both parties, and be in effect for five (5) years (60 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 Contractor shall agree that price stated in the original contract shall apply unless an increase or decrease is agreed upon. A minimum five-year relationship is expected, ending November 30, 2026.

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 and References- 15%

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

4. Reasonableness of Cost and Price - 35%

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 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 November 9, 2021. AGENCY anticipates making final selections and awards on or about November 24, 2021.

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 – HANGAR FIRE SUPPRESSION MAINTENANCE, INSPECTION AND TESTING

The San Bernardino International Airport Authority (SBIAA) is hereby soliciting bids to provide work items included as the Fire Suppression Systems Maintenance, Inspection, Monitoring, Response and Testing. These Scope of Services are intended to be a full and comprehensive schedule of services in accordance with NFPA standards and requirements. All equipment listed and equipment that is ancillary to the function of the fire suppression system is intended to be included unless specifically excluded. Work items are described in the Attachments attached hereto. *Purchasing of Aqueous Film Forming Foam (AFFF) shall be completed by the Agency unless otherwise directed.

LOCATION SPECIFICATIONS:

- Main Pump House Building 760- Weekly tests, inspections and pumps runs. Complete weekly, monthly, quarterly and annual inspections, testing and maintenance of (5) 4000 GPM diesel driven pumps and (1) wet pipe sprinkler system per NFPA Standards. Full and complete documentation of all services provided, presented in a format acceptable to the Agency.
- Pump House 666 - Complete inspection, testing and maintenance of (3) diesel driven pumps and (1) wet pipe sprinkler system per NFPA Standards.
- Hangar 674 - Complete annual inspection and testing of (1) deluge sprinkler system, (1) wet pipe sprinkler system, (1) fire alarm system and triple (UVI) IR detectors, (2) hose stations, and (2) foam tanks per NFPA Standards.
- Hangar 763 - Complete annual inspection and testing of (24) deluge sprinkler systems, (4) wet pipe sprinkler systems, (2) fire alarm systems, (8) hose stations, HiEx foam generators and (2) foam tanks per NFPA Standards.
- Sheriff's Hangar – Monthly preventative maintenance for three (3) electric motor driven pumps. Complete annual inspection and testing of (2) deluge sprinkler systems, (2) wet pipe sprinkler systems, (1) fire alarm system, (4) hose stations, and (2) foam tanks per NFPA Standards.

See Attachments A - E for testing & inspection requirements in accordance with NFPA standards. If Attachments conflict with NFPA standards, the more stringent requirement shall be performed.

ADDITIONAL SERVICE REQUIREMENTS:

The Agency may request that Contractor perform related services in addition to those described in the Scope of Services set forth in this document. Contractor shall not proceed with additional services or incur expenses for which additional compensation may be charged without the express written authorization of the Airport Manager or designee if repairs or aggregate costs exceed one-thousand-dollars (\$1,000). Contractor shall be compensated for Additional Services on a time and materials basis as further described in this section.

- All inspection and testing shall be performed under the supervision of competent personnel certified in Special Hazard Fire Protection Systems and/or Fire Alarm Systems by NICET (National Institute for the Certification of Engineering Technologies) or by personnel holding equivalent certification(s).
- System repairs shall be made by personnel holding certification from NICET, NFSA (National Fire Sprinkler Association), or AFSA (American Fire Sprinkler Association).
- Documented experience shall be in excess of 5 years in fire protection/special hazard systems and repairs.

- Detailed reports with conclusions and recommendations will be prepared and submitted to the Agency as may be requested by the Airport Manager or designee.
- Contractor will be required to maintain at least two personnel with the Agency security badge, by attending a minimum one-hour on-site training class.
- All expenses incurred, including travel, hotel accommodations, mileage and administrative costs, are the sole responsibility of the contractor and should be included in the bid sheet, if additional costs apply for non-routine services and in the annual cost for annual and five year certification.
- Contractor shall conduct a minimum two (2) hour class, twice per year for Airport staff. One of the classes will be held at the conclusion of the system certifications and will include equipment use, system training and any other applicable details necessary for the annual & five-year system certification.
- Contractor shall include equipment retesting when any repairs are necessary for the system to ensure system is returned to normal operation. This includes repairs outside of the normal annual & five (5) year certification schedule.
- Cost for annual inspection shall include AFFF sample cost.

FIVE (5) YEAR AFFF DISCHARGE TEST DETAILS:

- Next scheduled five (5) year system certification is due in September of 2021, is not covered in this service agreement term.
- The cost of the normal annual inspections shall be included in the cost on the years the five (5) year certification is due.

ATTACHMENT A:

TEST AND INSPECTION – WET PIPE PROTECTION SYSTEMS

SCOPE OF WORK

Tests and inspections shall be conducted to meet compliance of NFPA 409 and shall be completed in accordance with the latest edition of National Fire Protection Association (NFPA) #25 'Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems.' System testing provides reasonable assurance that the system is operating as intended. Thus, testing will provide a degree of reliance for the protection for life, and property, from a fire through the use of minimum inspection, testing, and maintenance methods. All system components shall be tested in accordance with NFPA #25 to verify that they function properly.

Testing and inspection shall include: opening and closing of drain valves to ensure proper seating. Check gauges for accuracy, corrosion, and date; tamper switches; correct valve positioning; flow/pressure switches; and testing of alarm valve operation.

REPORTS

Contractor shall prepare a detailed report indicating the condition of the system and its operation. The newly acquired test result should be compared to the previous test results for verification of any deviations in the water supply or other changed conditions.

CLARIFICATION AND EXCLUSIONS

- Underground piping between structures and above ground water storage tanks will be excluded from this scope of work.

ATTACHMENT B:
TEST AND INSPECTION – DELUGE SYSTEMS

GENERAL

The purpose of providing a test inspection is to ensure that a reasonable degree of protection for life, and property from fire through a minimum testing method for deluge systems. Deluge systems are equipped with open sprinkler heads attached to a water supply line that is activated by the operation of a detection system and/or manual pull station.

SCOPE OF WORK

All system components will be tested to verify functionality. Component tests shall include: valve enclosures are properly heated; gauges read accurately and are corrosion free; valves are opened or closed as appropriate; valves are not leaking; electrical components are working properly.

All testing and inspections shall be conducted in accordance with the latest edition of NFPA #25. Unless specifically required by NFPA standards, water and/or AFFF shall not be discharged from any deluge system into any hangar bay or building for testing purposes. Any such tests necessitating water release shall be discharged onto the concrete ramp area. Storm Drains shall be covered to prevent sediment from entering the storm drain system, and contractor shall remove any resulting sediment from the ramp when water has dissipated. Any AFFF that is released shall be captured and removed off-site.

REPORTS

Contractor shall prepare a detailed report indicating the condition of the system and its operation. The newly acquired test result should be compared to the previous test results for verification of any deviations in the water supply or other changed conditions.

CLARIFICATION AND EXCLUSIONS

- Contractor is responsible for preventing water and AFFF resulting from Contractor testing activities from entering into the SBIAA storm drain system.

ATTACHMENT C:
TEST AND INSPECTION – AFFF WATER SYSTEMS

GENERAL

The purpose of testing the AFFF systems is to provide the minimum requirements relative to the routine inspection, testing, and maintenance of the AFFF water systems. Contractor shall also determine that the AFFF water system has not been altered or changed and that the system will operate as originally intended.

All system components shall be tested to verify that they function as intended. Component testing shall include: an internal “AFFF concentrate Tank” inspection, Discharge device locations, Discharge device positions, Discharge device obstructions, AFFF Concentrate level in tanks, AFFF Concentrate Strainers, Proportioning Systems, Complete AFFF-Water systems, Foam-Water ratio, and Manual Activation Devices.

SCOPE OF WORK

AUTOMATIC DETECTION EQUIPMENT:

Automatic detection equipment will be tested and inspected, and maintained in accordance with NFPA 72, National Fire Alarm and Signaling Code.

CONCENTRATION TESTING

A foam concentration test will be conducted; a sample from the bottom of the storage tank will be obtained for sample testing. This sample will be sent to the manufacturers testing lab for analysis. Sedimentation could occur or accumulate over a period of time; therefore, it is necessary to analyze the foam on an annual basis.

PROPORTIONING SYSTEM

Valves will be verified as to the position (opened or closed) in accordance with specified operation.

BLADDER TANK PROPORTIONER

The Bladder tank proportioner is typically a pressurized tank. CAUTION shall be taken to elevate the pressure prior testing and inspection. The physical properties of the bladder tank proportioner are similar to that of the standard pressure proportioner, except that the AFFF concentrate is contained inside of a diaphragm bag within the AFFF tank. Verification of the positioning of the control valve will be noted as a visual inspection of the AFFF concentrate storage tank.

SIGHT GLASSES

The sight glasses are normally positioned in the closed position. At intervals, the sight glass is to be removed, inspected and cleaned.

CLARIFICATION AND EXCLUSIONS:

- This proposal is for the inspection of the system components. Should the inspection reveal any necessary corrective action, the assigned Contractor will prepare a proposal for review by the Agency if the aggregated cost will exceed one-thousand-dollars (\$1,000).

ATTACHMENT D:
TEST AND INSPECTION – FIRE PUMPS

GENERAL

The testing, inspection, maintenance and repairs of the fire pumps shall be conducted in accordance with NFPA #25. The purpose of the inspection is to verify that the pump assemblies are in good operating condition, and free from physical damage. Testing of this equipment shall provide assurance that the fire pumps will start automatically and manually, and that they will provide a continuous delivery of water to the fire protection system(s) as required. The fire pump control room shall be adequately lighted and ventilated for proper functioning and testing of fire pumps.

SCOPE OF WORK

Work shall be performed in accordance with NFPA #25 chapter 8. Additionally, pumps should be tested by discharging water at least every third year. Three (3) test points shall be recorded to satisfy NFPA requirements. One with no flow, one at 100% of the rated pump capacity, and one at 150% of rated capacity. Flow rates of GPM, and PSI shall be recorded. RPM's shall also be recorded.

Circulation and/or discharge relief valves shall be checked with each pump churning in order to visually verify that the appropriate amount of water is discharging. Alarm indicators shall be checked, and the jockey pump shall be inspected and tested. Test and inspect system components within the fire pump room. Gauges shall be checked for accuracy, corrosion, and date. Tamper switches shall be tested and inspected.

Upon completion of testing and inspection, a written report charting the test points on a graph to create a performance curve for each pump shall be provided by Contractor. The curve shall be compared to the unadjusted field acceptance test curve and most recent test curve data.

CLARIFICATION AND EXCLUSIONS

- Annual engine lubricating oil changes, engine oil filter changes and engine fuel filter changes of engine driven pumps shall be conducted.
- The preventative maintenance checks and services of the emergency power generator at the Sheriff's Hangar is excluded from this scope of work.
- This RFP is intended to include all aspects of NFPA requirements, weekly, monthly, quarterly, semi-annual, annual and five-year Inspections and testing.

ATTACHMENT E:
TEST AND INSPECTION – ALARM & DETECTION EQUIPMENT

GENERAL

The Purpose of inspecting the alarms and detection devices is to ensure that a reasonable degree of protection as determined through inspection, testing, and review of appropriate maintenance programs meets the requirements for the Alarm & Detection Systems as required by NFPA #72.

SCOPE OF WORK

LINEAR HEAT DETECTION

Heat detection cable will be tested at the appropriate panel by applying a short across each zone to verify loop operation. Loops will be tested for resistance value, and shorts or opens on all detection wire. During the test of the detectors, the fire alarm control panel will be observed to verify receipt of signals from the linear detection wire.

OPTICAL DETECTION

Optical detectors will be tested with a UV/IR source to verify operation. Optical detection will be tested with an IR and a separate UV source to verify no operation of detection without both UV and IR concurrently. (Only in 674)

MANUAL PULL STATIONS

Manual pull stations will be tested on an annual basis in order to test the general alarm signal operation. During tests of the manual pull stations, the site horn strobes will be inspected to verify their operation. The audio portion of this test will be kept at a minimum in order to reduce disturbance to facility tenants.

CONTROL EQUIPMENT

All functions of the system, including the operation of the system's various alarms and trouble modes will be tested and observed on an annual basis.

The integrity of single, and multiple circuits providing interface between control panels will be tested and verified. The standby (backup) power supply will be tested for proper operation by disconnecting the primary power supply. The current demand of each system will be measured to assure that the standby power supply is adequately sized. After testing is complete, all primary power supplies will be reconnected.

BATTERY MAINTENANCE

All batteries will be inspected on an annual basis for corrosion, leakage, and load tested. Each battery will be checked to ensure tightness of connections, and as necessary, cleaned and sealed at the battery connections. Each battery unit will be discharge tested with the battery charger disconnected; a load test of each battery will be conducted and recorded. The voltage level should not fall below the specified levels of the manufacturer's recommendations. The battery charger will be checked for proper operation.

REPORTS

The assigned Contractor will provide a detailed report summarizing the operation conditions of all systems, and testing as indicated within this Hangar Fire Suppression Maintenance, Inspection and Testing

CLARIFICATION AND EXCLUSIONS

- Fire alarm panels are monitored by a third party contracted vendor. The selected provided will be expected to be available to receive calls for service from the third party monitoring service.

ADDITIONAL CONTRACTOR SPECIFICATIONS/REQUIREMENTS:

Labor Rate and Fee Categories

For the purposes of this agreement, labor rates are divided into the following fee categories and shall be identified in the Bid Sheet per the following definitions: **All rates shall be hourly.**

- **Normal rate:**

Shall be defined as the Monday through Friday hours between 7 A.M. and 4:30 P.M.;

- Includes a minimum of two (2) workers, cost shall include all tools, equipment, vehicles, taxes, insurance, and all other incidental cost invoiced to perform all necessary additional services during normal business hours.

- **After-hour rate:**

Shall be defined as the Monday through Friday hours between 4:30 P.M. and 7 A.M.;

- **Weekend rate:**

Shall be defined as weekend hours commencing on Friday at 4:30 P.M. and ending on Monday at 7 A.M.;

- **Additional Labor Cost (normal hours):**

Hourly rate charged for any additional worker required to perform services necessary in addition to the crew defined above and must be approved by the Agency.

- **Additional Labor Cost (after hours):**

Hourly rate charged for any additional worker required to perform services outside of normal hours as listed above and must be approved by the Agency.

Response Times and Contractor Availability:

- Contractor shall be available to respond within 2 hours of telephone notification for equipment malfunction requiring a site visit.

SECTION V:

PROPOSAL CONTENT AND FORMS

A. PROPOSAL FORMAT AND CONTENT

1. Presentation

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

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

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

2. Technical Proposal

a. Qualifications, Related Experience and References

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

b. Fee Proposal

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

c. Form of Agreement

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

B. COST AND PRICE FORMS

Contractor shall complete the Price Form & Bid Sheet 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) Contractor's identification information including a binding signature.

C. NON-COLLUSION AFFIDAVIT

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

PROPOSAL CHECKLIST

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

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

Name of Bidder:

Authorized Signature

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

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

REFERENCES

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP. Be sure to include a minimum of five (5) years reference history in fire protection/special hazard systems and repairs.

| 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 22-002

DESCRIPTION OF WORK: Hangar Fire Suppression Maintenance, Inspection and Testing

CONTRACTOR'S COMPANY
NAME ADDRESS:

NAME/TELEPHONE#/EMAIL OF
AUTHORIZED REPRESENTATIVE

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

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

Contractor shall provide all labor, tools, equipment, and materials required to perform the work. The SBIAA reserves the right to coordinate, inspect and approve all aspects of the Hangar Fire Suppression Maintenance, Inspection and Testing 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 22-002: Hangar Fire Suppression Maintenance, Inspection and Testing
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 SBIAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

| LOCATION: | ANNUAL INSPECTION COST: Year One 2021-2026 | ANNUAL INSPECTION COST: Year Two 2026-2027 | ANNUAL INSPECTION COST: Year Three 2027-2028 |
|----------------------------|--|--|--|
| Main Pump House Inspection | | | |
| Pump House 666 Inspection | | | |
| Hangar 674 Inspection | | | |
| Hangar 763 Inspection | | | |
| Sheriffs Hangar | | | |
| ANNUAL COST: | \$ | \$ | \$ |

| | |
|---|----|
| 5 YEAR AFFF FOAM DISCHARGE TEST (include labor, equipment, transportation and any other applicable costs) | \$ |
|---|----|

| LOCATION: | WEEKLY, QUARTERLY AND MONTHLY INSPECTION TESTING and MAINTENANCE COST: Year One-Five 2021-2026 | WEEKLY, QUARTERLY AND MONTHLY INSPECTION TESTING and MAINTENANCE COST: Year Six 2026-2027 | WEEKLY, QUARTERLY AND MONTHLY INSPECTION TESTING and MAINTENANCE COST: Year Seven 2027-2028 |
|----------------------------|--|---|---|
| Main Pump House Inspection | | | |
| Pump House 666 Inspection | | | |
| Hangar 674 | | | |
| Hangar 763 | | | |

| | | | |
|---------------------|-----------|-----------|-----------|
| Sheriffs Hangar | | | |
| ANNUAL COST: | \$ | \$ | \$ |

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

(In this section be sure to include fees for maintenance services within the scope of services for the Hangar Fire Suppression Maintenance, Inspection and Testing Contract. These fees shall not be part of your proposed fees listed on the Bid Sheet. If necessary, attach a separate price sheet.)

| | |
|--|---|
| Normal Business Hours, Hourly Rate: \$ | After-hours, Hourly Rate: \$ |
| Weekend On-Call, Hourly Rate:\$ | Parts/Supply Mark-up %: |
| Additional Labor Cost (normal hours): \$ | Additional Costs (after hours):\$ |
| Per Diem: \$ | Average travel cost per trip (fees for non-routine/ER service calls: \$ |

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: | |

EXHIBIT "B"
**RFP 22-002: HANGAR FIRE SUPPRESSION MAINTENANCE,
INSPECTION AND TESTING**

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: _____

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:

.....
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.]

.....

COMPANY INFORMATION SHEET
SUBCONTRACTOR/SUBCONSULTANT
VENDOR/SUPPLIER
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: _____

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) ▶ _____ Note: 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 style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 20%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | | - | | - | |
| | | - | | - | | |
| or | | | | | | |
| Employer identification number | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 45%; border: 1px solid black; height: 20px;"></td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | - | | | | |
| | - | | | | | |

Part II Certification

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.

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 ▶ |
|------------------|----------------------------|--------|

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 IV:

Form of Agreement – DO NOT EXECUTE

SERVICES AGREEMENT FOR

“Hangar Fire Suppression Maintenance, Inspection and Testing”

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

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

1. PROFESSIONAL SERVICES.

CONTRACTOR will provide usual and customary professional services, as authorized and required by the SBIAA under the terms and conditions of this Agreement and (RFP 22-002) which lists the required specifications. In the event of conflict of terms between (RFP 22-002) and this Agreement, the terms of this Agreement will govern. CONTRACTOR’S services will commence on the start date and will terminate pursuant to the terms of this Agreement.

2. INVOICING AND PAYMENT

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

3. TERM

This Agreement shall remain in effect for a period of five fiscal years ending on June 30, 2026, with two additional one year extensions, set to expire June 30, 2028. Either party may terminate this Agreement upon a 60-day notice to the other party for any reason or no reason. SBIAA may terminate this Agreement upon a 30-day notice to Contractor with cause. In the event the SBIAA terminates this Agreement, CONTRACTOR shall cease all work immediately after receiving notice from SBIAA unless otherwise advised by SBIAA and shall notify SBIAA of all costs incurred up to such termination date.

4. INDEPENDENT CONTRACTOR

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

5. REPRESENTATIONS

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

6. INDEMNIFICATION BY CONTRACTOR

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

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

7. INSURANCE REQUIREMENT

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

Commercial general liability insurance including a contractual liability endorsement in an amount not less than \$25,000,000 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 \$3,000,000 per claimant.

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

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

CONTRACTOR agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A-7 or better and shall bear

endorsements providing that the policies may not be canceled or modified without thirty (30) days' prior written notice to SBIAA's Executive Director. SBIAA shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

8. GOVERNING LAW/VENUE

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

9. NOTICE

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

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

j. CONTRACTOR:

10. SEVERABILITY

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

11. ASSIGNMENT

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

12. WAIVER

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

13. MISCELLANEOUS PROVISIONS

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

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

SAN BERNARDINO INTERNATIONAL
AIRPORT AUTHORITY

CONTRACTOR

Mike Burrows, SBIAA Chief Executive Officer

CONTRACTOR NAME & TITLE

DO NOT EXECUTE