



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 18-001: AS NEEDED AIRPORT RESTRIPIING PROJECT

Date: December 28, 2017

SECTION I:

INVITATION

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

"AS-NEEDED AIRPORT RESTRIPIING CONTRACTOR"

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	December 28, 2017
2. Written Questions from Contractors due	January 5, 2018
3. Responses from Agency Due	January 9, 2018
4. Proposals Due	January 12, 2018 – 2:00 PM
5. RFP Evaluation Completed	January 31, 2018
6. Contractor Award	January 31, 2018

Selected Contractor shall be prepared to deliver service by February 1, 2018.

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SECTION II:

RFP INSTRUCTIONS

A. Examination of Proposal Documents

1. By submitting a proposal, Contractors represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work 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

- a. All Contractor questions, clarifications or comments shall be submitted in writing and shall be received by AGENCY no later than January 9, 2018, and be addressed as follows:

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

OR

Sent via E-mail to: [njews@sbdairport.com](mailto:njew@sbdairport.com)

OR

Sent via Fax to: (909) 382-2043
Attn: Nicole Jews

- b. All correspondence shall be clearly marked on the outside in the case of written questions, or in the Subject heading in the case of e-mails, or on the cover sheet in the case of facsimiles, with "RFP 18-001 As-Needed Airport Restriping Project - 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 January 5, 2018 will not be accepted.

3. **AGENCY Responses**

AGENCY's responses to substantive questions will be communicated in writing by Addendum to each prospective bidder via e-mail by January 9, 2018.

D. **Submission of Proposals**

1. **Date and Time**

All proposals shall be submitted to San Bernardino International Airport Authority, Attention: Nicole Jews, Purchasing Agent, no later than **2:00 PM, January 12, 2018**. 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: Nicole Jews, Purchasing Agent
1601 East 3rd Street
San Bernardino, CA 92408**

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

3. **Identification of Proposals**

Contractor shall submit a proposal package consisting of:

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

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

"RFP 18-001 AS-NEEDED AIRPORT RESTRIPIING PROJECT"

4. **Acceptance of Proposals**

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

E. Pre-Contractual Expenses

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

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

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

F. Contract Award

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

G. Acceptance of Order

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

H. Public Record

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

I. Documents

All submitted documents become the property of the Agency.

J. Confidentiality

Selection Announcements, contract awards and all data provided by the Agency shall be protected from public disclosure. Contractors that desire to release information to the public shall receive prior written approval from the Airport Manager.

K. Cancellation

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

L. Security Access and Background

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

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

A federal criminal background check might be required by SBIAA, as required by TSA (Transportation Security Administration). The cost of this process will be the responsibility of the selected contractor.

SECTION III:

EVALUATION AND AWARD

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

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

A. EVALUATION CRITERIA

1. Qualifications of Firm/Past Performance - 20%

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

2. Services and Equipment - 30%

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

3. Related Experience - 10%

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

4. Reasonableness of Cost and Price - 40%

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

B. EVALUATION PROCEDURE

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

C. AWARD

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

If AGENCY elects to proceed, a final selection of Contractors for interview and notification for interviews can be expected to occur on or about January 15th. AGENCY anticipates making final selections and awards on or about January 31, 2018.

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:

SPECIFICATIONS & REQUIREMENTS

The San Bernardino International Airport Authority (SBIAA) is seeking qualified, experienced contractors to provide as-needed paint markings for various Airport locations. The term of this agreement will be one (1) year with two (2) – one (1) year options, not to extend past June 30, 2021. The selected Contractor will be given specific marking quantities on an as-needed basis for each fiscal year. Quantities will vary each year and the vendor is required to maintain pricing as submitted at the beginning of the contract term. Additional markings may be defined during the contract period and will be negotiated with the selected vendor. The anticipated budget amount the Agency will spend on markings is a minimum of \$24,000 per fiscal year. However, please note; this is not a guaranteed amount and will vary each year according to the Agency's adopted budget or the Agency's markings need.

GENERAL SPECIFICATIONS:

- Type III Aviation reflective beads shall be uniformly applied to yellow paint of Taxiway Center Lines, Taxiway Edge Lines, Movement Area Boundary Lines, Taxiway Closed "X", Taxiway Surface Location Directional Signs, Runway Holding Position Markings and Enhanced Taxiway Centerlines.
- Type III Aviation reflective beads are to be applied to the white paint on Runway Center Line, Runway Edge Lines, Runway Threshold Markings, Runway Touchdown Markings and Runway Aiming Point Markings. Lastly, reflective Type I or ½ application of Type III Aviation reflective beads are to be applied to the color red of the Runway Designation Hold Signs.
- All paint edges and tie-ins shall be straight and even. Stray paint marks or uneven edges shall be removed and, if appropriate, repainted without adding to the quantity that shall be the basis for payment.
- Paint shall be Waterborne, 1952E Type II and shall adhere to the following color specs: Yellow – 33538 or 33655; Black – 37038 per FAA Advisory Circular 150-5370-10G.
- At installation, Type III Aviation Reflective Bead should yield 600- 1300 mcd/m²/lux on white and 350-550 mcd/m²/lux on yellow.
- At installation, Type I Aviation Reflective Bead should yield 300-450 mcd/m²/lux on white and 175-250 mcd/m²/lux on yellow.
- Paint removal is defined as removing 90% of paint marking with hydro blasting.
- Remove any remaining debris/material generated from paint removal to the satisfaction of airport.
- Removal should be conducted with minimal damage to concrete or asphalt.
- Acceptable markings of removal is subject to final approval by Airport Operations.

CONTRACTOR REQUIREMENTS

- Contractor shall provide all labor, tools, equipment and materials required to perform the work.
- All runway work shall be performed at night between the hours of 10 PM-6 AM, including removal of all equipment from Runway.
- Contractor shall repair any existing markings or items that are adversely affected during the performance of this Project.
- Contractor is responsible for paint prep, which shall include sweeping and power washing to prepare surfaces for paint applied.
- Paint marking removal debris/material/waste shall be the responsibility of the Contractor, no removed paint solids or wastewater shall be disposed of on-site at the airport. It is the responsibility of the Contractor to properly dispose of any waste generated by the paint removal process.
- All pavement joint shall be protected during marking removals.
- All Work Items shall be completed to the satisfaction of the SBIAA Representative.
- All Work Items shall meet the requirements set forth by the FAA Advisory Circular 150/5340-1L. Refer to Appendix C of said Advisory Circular for visual representation. Ambient temperature must be less than 95 degrees Fahrenheit during all periods of contractor's installation of Work Items T1-T2, HS1, RA1, SP1 identified herein.
- Additional marking specification's required on airport along with final quantities and yearly limits will specified on authorized Purchase Order (PO).
- Specific quantities will be determined by SBIAA. Specific cost proposals will be requested from awarded contractor. The Agency has the discretion to change yearly budget and project amounts.
- Water for use during this project will be provided by the Agency.
- Final payment shall be made based on actual lineal/square foot quantities applied. Payment shall not be made based on the approximate lineal footage provided herein. Payment shall be via Purchase Order within 30 days of SBIAA's receipt of invoice and completion/approval of work.
- Term of agreement will be one (1) year with two (2) – one (1) year options, not to extend past June 30, 2021.



SCOPE OF SERVICES

RFP 17-002: RESTRIPIING PROJECT

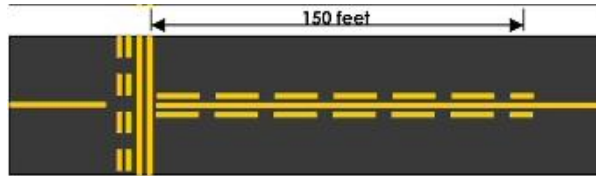
ITEM:	MARKING REMOVAL DESCRIPTION (RB):
RB	Removal of rubber deposits with water as needed and without damaging the runway pavement.

ITEM:	MARKING REMOVAL DESCRIPTION (RE):
RE1	Removal of Miscellaneous Paint Markings, Contractor shall remove with hydro blasting 100% of the existing marking, to include any black outline or associated marking, approximately 100 square feet at various locations on the airport.
RE2	Removal of 12-inch SIDA Boundary Line, Contractor shall remove with hydro blasting 100% of the existing marking, which includes approximately 3,700 lineal feet at the current location. <i>(Approved vendor will receive detailed map with location)</i>

ITEM:	PAINT PREP DESCRIPTION (PP):
PP1	Paint Prep of 18-inch Taxiway Centerline Line, Contractor shall remove with hydro blasting 90% of the existing marking, approximately 3,800 lineal feet at the current location. <i>(Approved vendor will receive detailed map with location)</i>
PP2	Paint Prep Miscellaneous Paint Markings, Contractor shall remove with hydro blasting 90% of the existing marking, approximately 1,000 square feet at various locations on the airport.

ITEM:	TAXIWAY MARKING DESCRIPTION (T):
T1	<p>Taxiway Centerline, Contractor shall remove paint, furnish and install paint material, Type III Aviation reflective beads, and labor necessary to repaint approximately 11,000 lineal feet. The Taxi Lane Center Line Marking shall include 1 yellow and 2 black 6-inch wide stripes. Type III Aviation Reflective beads shall be uniformly applied to yellow paint only. All Taxi Lane Markings shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.</p> 
T2	<p>Taxiway Edge Line, The Contractor shall remove paint, furnish and install paint material, Type III Aviation reflective beads, and labor necessary to repaint approximately 5,000 lineal feet. The Taxiway Edge Line Marking shall include 2 yellow and 3 black 6-inch wide stripes. Type III Aviation Reflective beads shall be uniformly applied to yellow paint only. All Taxi Lane Markings shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.</p> 
T3	<p>Enhanced Taxiway Centerline Marking, Contractor shall remove paint, furnish and install paint material and labor necessary to repaint approximately 1,050 lineal feet. Taxiway centerlines are enhanced for 150 feet (45.7 m) prior to a runway holding position marking. The enhanced taxiway centerline marking is yellow and must use glass beads. The black border on the outside of the dashes is 6 inches in width. Never use glass beads on black borders. The standard painted</p>

enhanced taxiway centerline marking consists of two parallel lines of yellow dashes one on each side of the existing 6-inch (15-cm). For both applications, the first dashes start 6 to 12 inches (15 to 30 cm) from the runway holding position 9/27/2013 AC 150/5340-1L 45 marking. All Enhanced Taxiway Centerline Marking shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.

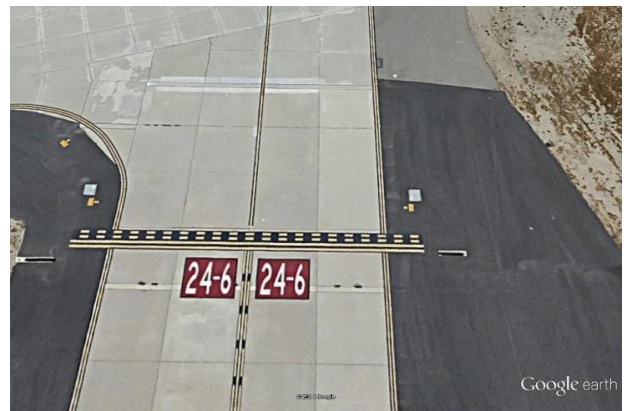
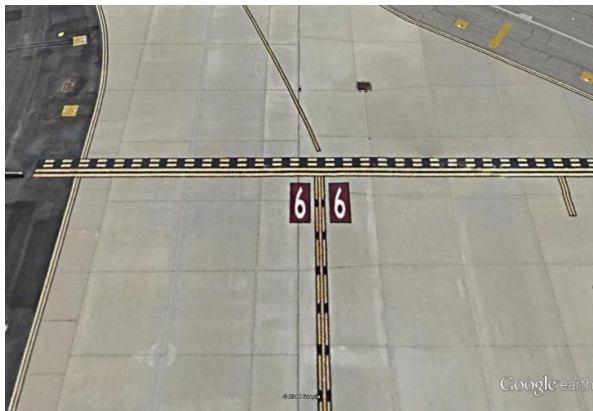


Enhanced Centerline

ITEM: RUNWAY DESIGNATION HOLD SIGN MARKINGS (HS):

Runway Designation Hold Signs, Contractor shall remove paint, furnish and install paint material, Type III Aviation reflective beads, and labor necessary to repaint **approximately** 640 square feet of Runway Designation Hold Sign. The Runway Designation Hold Sign Marking shall include 2 red in color rectangular boxes measuring 7-foot wide by 15-foot in length (East/West ends) and 11 foot wide by 15 foot in length (TWY A1, B, C, A2 and E) with white Runway number designators measuring 12-foot tall by 12-inches wide (RWY 6) and 12-foot tall by 12-inches wide (RWY 24). Outlined with 6 inch black outline. Type III Aviation Reflective beads shall be uniformly applied to the red, ½ coverage or type 1, and white paint only. All Taxi Lane Markings shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.

HS1



5. SURFACE PAINTED HOLDING POSITION SIGNS.

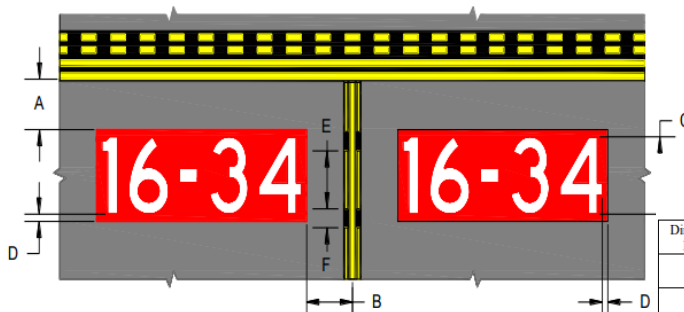
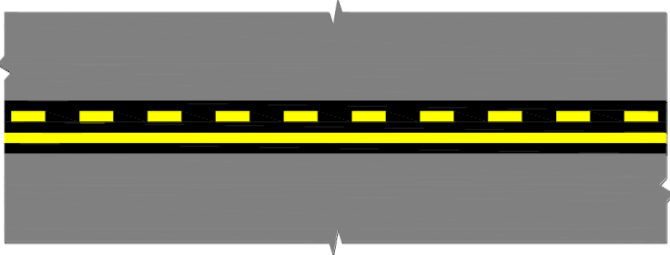




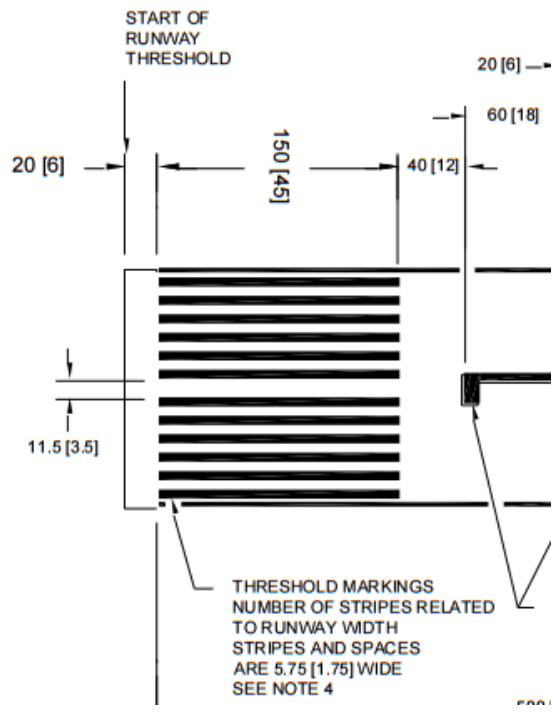
Figure C - 5. Surface Painted Holding Position Signs for Taxiway Widths Greater Than 35 Feet (10.5 m)

Dimension Letter	Dimension feet (meters)	Notes
A	2 - 4 (0.67 - 1.34)	
B	3 - 10 (0.91 - 3.0)	
C	9 - 12 (2.75 - 3.7)	Inscriptions must have a height of 12 feet (3.7 m), however, the height may be reduced, as necessary, to the minimum height of 9 feet (2.75 m). In special situations, the surface painted marking may be reduced to less than 9 feet (2.75 m) in order to fit the marking appropriately. Examples of special situations include taxiways with widths narrower than 75 feet (22.9 m) or taxiways that need to display multiple runway designations with arrows. In all cases, inscriptions follow Appendix A inscription criteria. All other taxiway entrances to the same runway not needing the reduction are to maintain the 12 foot (3.7 m) height dimension. For practicality, the lowest height reduction is 6 feet (1.8 m). In all cases, the dimension D is not reduced.
D	15 inches (38 cm)	
E	9 (2.75)	
F	3 (0.91)	

ITEM:	RAMP MARKINGS (RA):
RA1	<p>Non-Movement Area Boundary Line, Contractor shall remove paint, furnish and install paint material, Type III Aviation reflective beads, and labor necessary to repaint approximately 2,500 lineal feet. The Non-Movement Area Boundary Lines shall include two parallel lines of yellow. One of the two parallel lines shall be dashed yellow and black every 3-feet. Around the yellow in color marking shall be a 6 inch black outline. Type III Aviation Reflective beads shall be uniformly applied to the yellow paint only. All Non-Movement Area Boundary Lines shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.</p> 
RA2	<p>Vehicle Roadway Markings, Contractor shall furnish and install paint material, Type I Traffic reflective beads, and labor necessary to repaint approximately 1,000 lineal feet at locations. Used to delineate the roadway from the movement area. Vehicle roadway markings consist of, roadway edge lines to delineate each edge of the roadway. The Vehicle Roadway Marking shall include one white and two black 6-inch wide stripes. Type I Traffic Reflective beads shall be uniformly applied to the white paint only per FAA Advisory Circular 150/5340-1L and 150/5370-10G.</p> 

ITEM:	SURFACE PAINTED DIRECTIONAL SIGNS (SP):
SP1	<p>Taxiway Surface Location Direction Sign, Contractor shall remove paint, furnish and install paint material, Type III Aviation reflective beads, and labor necessary to repaint approximately 420 square feet of Taxiway Surface Location Direction Sign at locations. This is a yellow rectangular box with a black inscription and a black border around its perimeter for all pavement surfaces. The black inscription is 12 feet in height with the rectangular background extending a minimum of 15 inches, which includes the 6-inch black border, horizontally and vertically beyond the extremities of the black inscription. Type III Aviation Reflective beads shall be applied on the yellow paint. The markings indicate left turns and are located on the left-hand side of the taxiway centerline. It also includes a black in color arrow oriented to show the approximate direction of a turn. All Taxiway Surface Location Direction Sign shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G</p> 

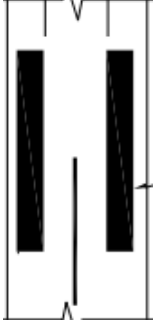

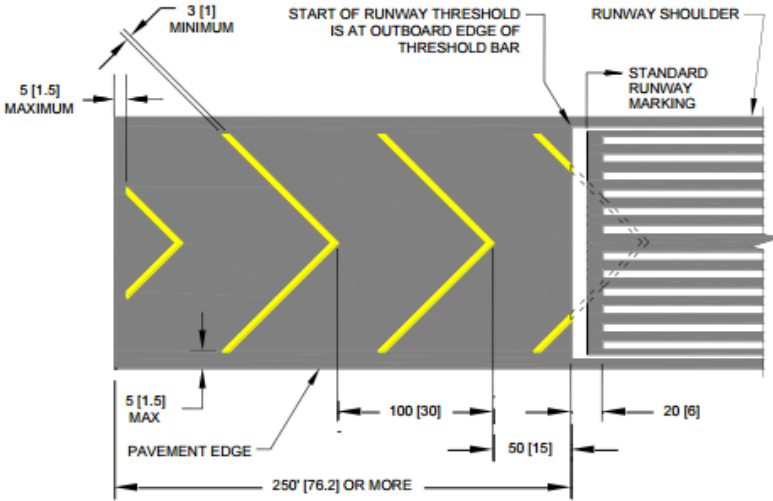
ITEM:	RUNWAY MARKINGS (R):
R1	<p>Runway Landing Designator Marking, Contractor shall remove paint, furnish and install paint material, Type III Aviation reflective beads, and labor necessary to repaint approximately 3,800 square feet of Runway Landing Designator Markings at locations. Runway landing designator markings are white with Type III Aviation reflective beads. A runway landing designator marking consists of a number comprising one or two digits. All characters have these characteristics (unless otherwise specified): • 60 [18] high • 20 [6] wide • vertical stroke of 5 [1.5] • horizontal stroke of 10 [30] • diagonal stroke of 5 [1.5] 3. All numerals as shown are horizontally spaced 15 [4.5] apart. Single digits must <u>not</u> be preceded by a zero. Single designations are centered on the runway pavement centerline. For double designations, the center of the outer edges of the two numerals is centered on the runway pavement centerline. Numerals 6 and 9, which are 63 feet (18.9 m) in height. All Runway Landing Designator Marking shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.</p>
R2	<p>Runway Centerline Marking, Contractor shall conduct remove paint, furnish and install paint material, Type III Aviation reflective beads, and labor necessary to repaint approximately 6,000 lineal feet. A runway centerline marking is located along the physical center of the runway width and spaced between the runway landing designation markings. The runway centerline marking is white with Type III Aviation reflective beads. A runway centerline marking consists of a line of uniformly spaced stripes and gaps and of uniform width. The stripes are 120 feet (36.5 m) in length and the gaps are 80 feet (24.3 m) in length. The minimum width of the stripes is: 36 inches (90 cm) for precision runways. All Runway Centerline Marking Shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.</p>
R3	<p>Runway Threshold Marking, Contractor shall remove paint, furnish and install paint material, Type III Aviation reflective beads, and labor necessary to repaint approximately 2,800 lineal feet. The runway threshold marking starts 20 feet (6 m) from the actual start point of the runway threshold. This value remains the same even though a 10-foot (3-m) white threshold bar is introduced. The components of a runway threshold marking are white with Type III Aviation reflective beads. The runway threshold marking consists of a pattern of longitudinal stripes of uniform dimensions spaced symmetrically about the runway centerline. The number of longitudinal stripes for standard runway widths are, 200 feet (61 m) by 16 symmetrical stripes. The longitudinal stripes are 150 feet (45.7 m) long and 5.75 feet (1.75 m) wide with the outer edges spaced (stripe-gap) 5.75 feet (1.75 m) apart. However, the two longitudinal stripes nearest the runway centerline are doubled spaced, i.e., outer edges of the near-most pair are 11.5 feet (3.5 m) apart. All Runway Threshold Marking shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.</p>

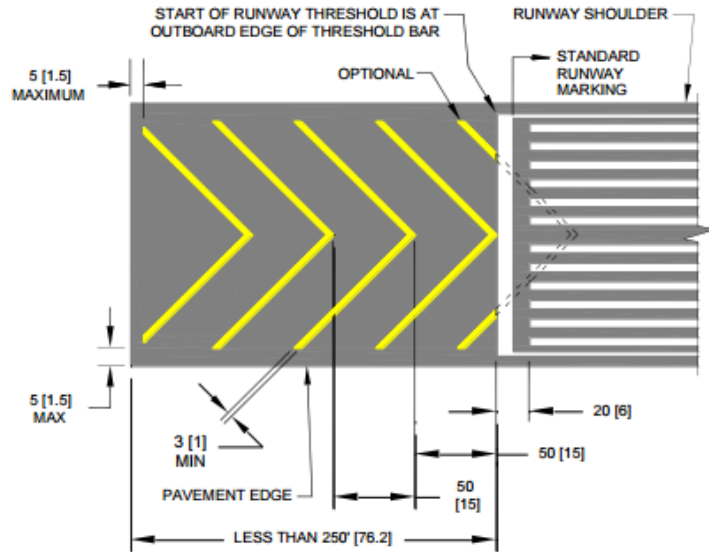


R4

Runway Touchdown Zone Marking, Contractor shall remove paint, furnish and install paint material, Type III Aviation reflective beads, and labor necessary to repaint **approximately** 1,350 lineal feet. The touchdown zone marking identifies the touchdown zone along a precision runway in 500-foot (152-m) increments. The touchdown zone marking consists of symmetrically arranged pairs of rectangular bars in groups of one, two, and three along the runway centerline. The touchdown zone marking scheme maintains a 900-foot (275-m) “no-marking zone” from the midpoint of the runway back toward the threshold. That is, those pairs of surface markings that extend within 900 feet (275 m) of the runway midpoint are eliminated. All rectangular bars are white with Type III Aviation reflective beads. Each rectangular bar is 75 feet (22.9 m) long and 6 feet (1.8 m) wide. The lateral spacing between the inner sides of the rectangular bars on the same side of the runway centerline is 5 feet (1.5 m). The lateral spacing between the inner sides of the rectangular bars centered along the runway centerline is equal to that of the aiming point marking. The lateral spacing between the inner sides of the rectangular bars centered on the runway centerline is 72 feet (21.6 m). All Runway Touchdown Zone Marking shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.

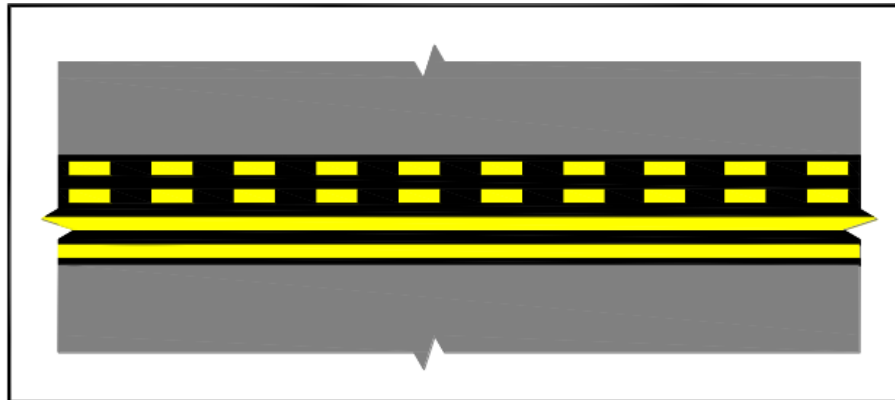


<p>R5</p>	<p>Runway Aiming Point Marking, Contractor shall remove paint, furnish and install paint material, Type III Aviation reflective beads, and labor necessary to repaint approximately 300 lineal feet of 30 feet. The preferred beginning of the aiming point marking starts 1,020 feet (311 m) from the runway threshold. The runway aiming point marking is white with Type III Aviation reflective beads. The runway aiming point marking consists of two conspicuous rectangular markings, 150 feet (45.7 m) in length. The width of each rectangular marking is 30 feet (9.1 m). The lateral spacing between the inner sides of the rectangular bars centered on the runway centerline is 72 feet (21.9 m). All Runway Aiming Point Marking shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.</p> 
<p>R6</p>	<p>Runway Edge Marking, Contractor shall remove paint, furnish and install paint material, Type III Aviation reflective beads, and labor necessary to repaint approximately 20,000 lineal feet. The runway edge marking consists of two parallel stripes, one placed along each edge of the usable runway with the outer edge of each stripe approximately on the edge of the paved useable runway. The stripes of the runway edge marking are white with Type III Aviation reflective beads and black outline. The runway edge marking has a minimum width of 36 inches (90 cm). All Runway Edge Marking shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.</p> 
<p>R7</p>	<p>Chevron Markings, Contractor shall remove paint, furnish and install paint material and labor necessary to repaint approximately 6,700 lineal feet. The chevron marking is located on the blast pad and stop way that are aligned with and contiguous to the runway end. Chevrons are painted yellow and at an angle of 45° to the runway centerline. All Chevron Markings shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.</p> 



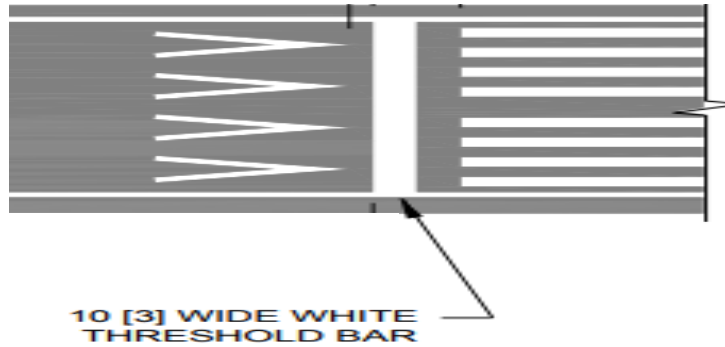
Enhanced Runway Holding Position Markings, Contractor shall remove paint, furnish and install paint material and labor necessary to repaint **approximately** 1,400 Square Feet. This is yellow and, when painted on light-colored pavements, is outlined in black. The marking is installed perpendicular to the runway centerline and interrupts all runway markings except for the runway designation marking. The runway holding position marking extends across the full width of the runway but not onto the runway shoulders or onto any intersecting taxiway fillet. All Enhanced Runway Holding Position Marking shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.

R8



Runway Threshold Bar Markings, Contractor shall remove paint, furnish and install paint material and labor necessary to repaint **approximately** 1,200 Square Feet The Runway threshold bar marking is white. The runway threshold bar marking is 10 feet in width and extends at each Runway west and east end between the Runway, is 200 feet wide and outlined in black. There are two Runway threshold bars, one at each end of the Runway, both markings are approximately 1,200 square feet. Markings shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.

R9



ITEM:	TERMINAL MARKINGS (TM):
TM1	<p>Roadway Edge Stripes, Contractor shall furnish and install approximately 1,350 lineal feet of 3 feet Roadway Edge Stripes. This is a white and black zipper style, when painted on light-colored pavements, white is outlined in black. The zipper is painted 4' by 12" of white paint followed by 4' by 12" of black. All <i>Roadway Edge Stripes</i> Marking's shall be installed per FAA Advisory Circular 150/5340-1L and 150/5370-10G.</p> <p>ROADWAY EDGE STRIPES, WHITE, ZIPPER STYLE</p>

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 VII, Form of Agreement.

C. COST AND PRICE FORMS

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

D. NON-COLLUSION AFFIDAVIT

Contractor shall complete and sign the Non-Collusion affidavit on the following page and submit with proposal

PROPOSAL CHECKLIST

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

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

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.

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

(To be submitted in a sealed envelope separate from proposal documents and marked
("SBIAA Price Form")

REQUEST FOR PROPOSALS: RFP 18-001

DESCRIPTION OF WORK: AS-NEEDED AIRPORT RESTRIPIING PROJECT

CONTRACTOR'S COMPANY NAME _____
ADDRESS: _____

NAME/TELEPHONE#/EMAIL OF
AUTHORIZED REPRESENTATIVE _____

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

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

Contractor shall provide all labor, tools, equipment, and materials required to perform the work. The Agency reserves the right to coordinate, inspect and approve all aspects of the Restriping Project.

Payment shall be via Purchase Order within 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 18-002: RESTRIPIING PROJECT
Bid Sheet

I/We hereby agree to furnish the Work Items listed below for Airport locations to be determined later, in accordance with the Specifications Section and Attachments provided herein. The "Total Cost" shall include all taxes, shipping, and any ancillary equipment costs whatsoever necessary to perform the work in accordance with the Specifications section included herein.

ALL MARKINGS ARE INCLUSIVE OF GLASS BEADS AND ARE REQUIRED/IDENTIFIED IN THE SCOPE OF SERVICES.

Work Item:	MARKING REMOVAL DESCRIPTION (RE):	Square Ft Cost:	Total Cost:
RB	Cost to remove rubber deposits	\$	\$

Work Item:	MARKING REMOVAL DESCRIPTION (RE):	Square Ft Cost:	Total Cost:
RE1	Cost to remove approximately 100 square feet of Miscellaneous Paint Markings.	\$	\$
RE2	Cost to remove approximately 3,700 square feet of SIDA Boundary Line.	\$	\$

Work Item:	PAINT PREP DESCRIPTION (PP):	Lineal Ft Cost:	Total Cost:
PP1	Cost to remove loose paint and prepare surface for painting approximately 3,800 lineal feet of Taxiway Centerline Marking.	\$	\$
PP2	Cost to remove loose paint and prepare surface for painting approximately 1,000 square feet of miscellaneous markings.	\$	\$

Work Item:	TAXIWAY MARKING DESCRIPTION (T):	Lineal Ft Cost:	Total Cost:
T1	Cost to furnish and install approximately 11,000 lineal feet of 6-inch Taxiway Centerline Markings.	\$	\$
T2	Cost to furnish and install approximately 5,000 lineal feet of Taxiway Edge Line.	\$	\$
T3	Cost to furnish and install approximately 1,050 lineal feet of 24-inch Enhanced Taxiway Centerline Marking.	\$	\$

Work Item:	RUNWAY DESIGNATION HOLD SIGN MARKINGS (HS):	Cost for Each Pair (Min. Qty 2):	Total Cost:
HS1	Cost to furnish and install approximately 640 square feet of Runway Designation Hold Sign Markings.	\$	\$
HS1 Option	Thermoplastic – Runway Designation Hold Sign	\$	\$

Work Item:	RAMP MARKINGS (RA):	Lineal Ft Cost:	Total Cost:
RA1	Cost to furnish and install approximately 2,500 lineal feet of Non-Movement Area Boundary Line Markings.	\$	\$
RA2	Cost to furnish and install approximately 1,000 lineal feet of 6-inch Vehicle Roadway Markings.	\$	\$

Work Item:	SURFACE PAINTED DIRECTIONAL SIGNS (SP):	Cost for Each:	Total Cost:
SP1	Cost to furnish and install approximately 420 square feet of Surface Painted Taxiway Ramp Direction Sign.	\$	\$
SP1 Option	Thermoplastic – Surface Painted Taxiway Ramp Direction Sign	\$	\$

Work Item:	RUNWAY MARKINGS (R):	Cost for Each:	Total Cost:
R1	Cost to furnish and install approximately 3,800 square feet of Runway Landing Designator Marking.	\$	\$

Work Item:	RUNWAY MARKINGS (R):	Lineal Ft Cost:	Total Cost:
R2	Cost to furnish and install approximately 6,000 lineal feet of 36-inch Runway Centerline Marking.	\$	\$
R3	Cost to furnish and install approximately 2,800 lineal feet of 5.75 feet Runway Threshold Marking.	\$	\$
R4	Cost to furnish and install approximately 1,350 lineal feet of 6 feet Runway Touchdown Zone Marking.	\$	\$
R5	Cost to furnish and install approximately 300 lineal feet of 30 feet Runway Aiming Point Marking.	\$	\$
R6	Cost to furnish and install approximately 20,000 lineal feet of 36 inches Runway Edge Marking.	\$	\$
R7	Cost to furnish and install approximately 6,700 lineal feet of 3 feet Chevron Markings.	\$	\$
R8	Cost to furnish and install approximately 1,400 Square feet of Enhanced Runway Holding Position Markings.	\$	\$
R9	Cost to furnish and install approximately 1,200 square feet of Runway Threshold Bar markings.	\$	\$

Work Item:	TERMINAL MARKINGS (TM):	Lineal Ft Cost:	Total Cost:
TM1	Cost to furnish and install approximately 1,350 lineal feet of 3 feet Roadway Edge Stripes	\$	\$

Sales Tax %	%
Equipment Rental Costs (List):	\$
Additional Costs (List):	\$
Additional Costs (List):	\$

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

After-Hours Hourly Rate: \$	Weekend Hourly Rate: \$
Overnight Hourly Rate (Hours 10PM to 6AM):	New Surface Painted Marking Design Fee:

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.

.....
[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.**

Print or type See Specific Instructions on page 2.	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; check only one 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) ▶ Note. 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) ▶		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.)		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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. 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.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	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.

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:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - 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
 - 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 VII:

Form of Agreement – DO NOT EXECUTE

SERVICES AGREEMENT FOR

18-001 AS-NEEDED AIRPORT RESTRIPING

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 17-002 Restriping Project which lists the required specifications. In the event of conflict of terms between RFP 17-002 Restriping Project and this Agreement, the terms of this Agreement will govern. CONTRACTOR’S services will commence on the start date and will terminate pursuant to the terms of this Agreement.

2. INVOICING AND PAYMENT.

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

3. TERM

This Agreement shall remain in effect for a period of one fiscal year ending on June 30, 2017, with two additional one year extensions, set to expire June 30, 2019. Either party may terminate this Agreement upon a 60-day notice to the other party for any reason or no reason. SBIAA may terminate this Agreement upon a 30-day notice to Contractor with cause. In the event the SBIAA terminates this Agreement, CONTRACTOR shall cease all work immediately after receiving notice from SBIAA unless otherwise advised by SBIAA and shall notify SBIAA of all costs incurred up to such termination date.

4. INDEPENDENT CONTRACTOR

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

5. REPRESENTATIONS.

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

6. INDEMNIFICATION BY CONTRACTOR.

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

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

7. INSURANCE REQUIREMENT.

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

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

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

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

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

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, Executive Director
1601 E. Third Street, San Bernardino, CA 92408.

j. CONTRACTOR:

10. SEVERABILITY.

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

11. ASSIGNMENT.

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

12. WAIVER.

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

13. MISCELLANEOUS PROVISIONS.

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

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

SAN BERNARDINO INTERNATIONAL
AIRPORT AUTHORITY

CONTRACTOR

Mike Burrows
Title: SBIAA Executive Director

CONTRACTOR NAME
Title: _____

DO NOT EXECUTE