



SAN BERNARDINO INTERNATIONAL AIRPORT

1601 East Third Street
San Bernardino, CA 92408

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REQUEST FOR PROPOSALS (RFP) FOR RFP 18-010: Alarm Monitoring Service

May 3, 2018

SECTION I:

INVITATION

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

"Fire & Burglar Alarm Monitoring Service"

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	May 3, 2018
2. Pre-Proposal Walk Through (Mandatory)	May 11, 2018 - 9:00 AM
3. Written Questions from Contractors Due	May 16, 2018
4. Responses from Agency Due	May 21, 2018
5. Proposals Due	May 25, 2018 - 2:00 PM
6. RFP Evaluation	June 18, 2018
7. Contract Award	June 29, 2018

Selected Contractor Shall be prepared to deliver services by August 1, 2018.

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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.

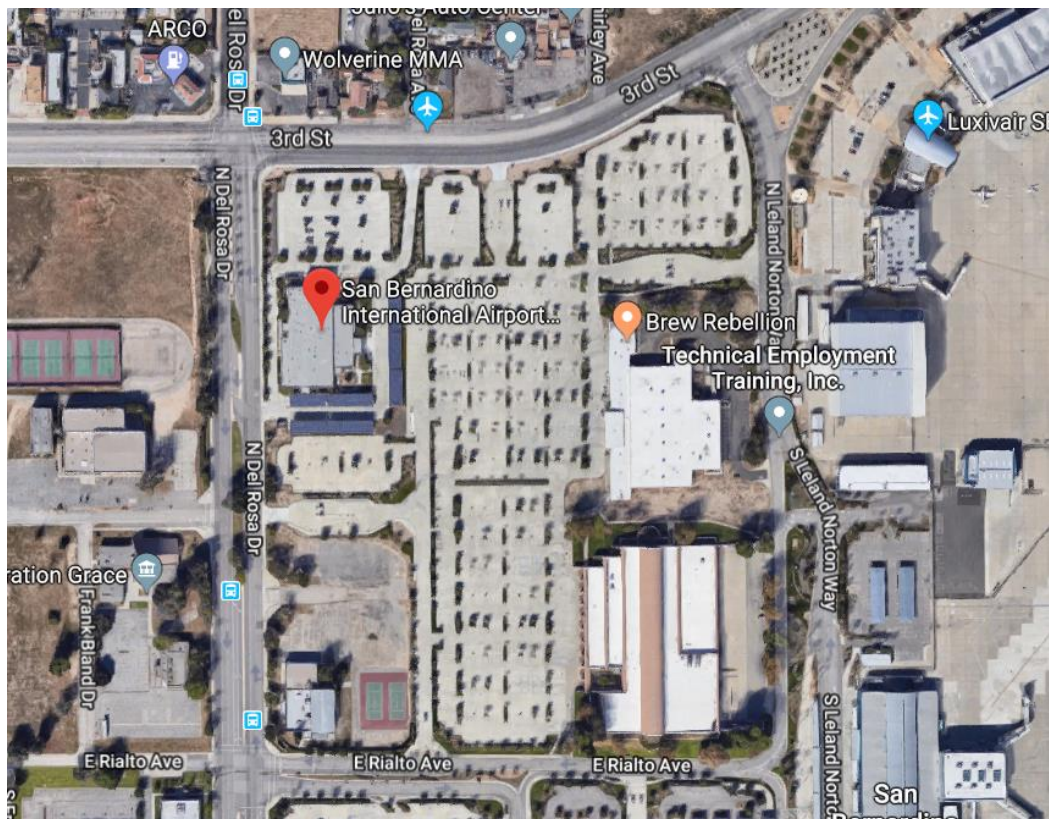
The San Bernardino International Airport is a commercial airport certificated under Federal Aviation Regulation Part 139. The Airport is currently available to serve both commercial passenger and cargo flights, and can accommodate the world's largest aircraft, on its 10,000 foot long Group VI runway.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

RFP INSTRUCTIONS

Pre-Proposal Walk Through

A **MANDATORY** pre-proposal walk through will be held at 9:00 AM on Friday, May 11, 2018 at the Inland Valley Development Agency – Administration Building, 1601 East Third Street, San Bernardino, CA 92408. All prospective Contractors are required to attend the pre-proposal walk through.

The purpose of the pre-proposal walk through is to review the requirements of this RFP, discuss the facility, and to respond to questions regarding the RFP process. Proposals will not be considered from contractors who do not attend the mandatory walk through. **This meeting will begin promptly at 9:00 AM, any late arrivals will not be allowed to participate in the pre-proposal walk through, and therefore shall be disqualified from the bidding process.**



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 May 16, 2018, and be addressed as follows:

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

OR

Sent via E-mail to: njew@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 18-010 Alarm Monitoring Service - Questions".
- c. The exterior envelope of all requests for clarifications, questions and comments sent by means other than e-mail or facsimile machine shall be clearly labeled, "Not an Offer." AGENCY is not responsible for failure to respond to a request that has not been labeled as such. It is the Contractor's responsibility to ensure all requests are received.
- d. Inquiries received after 5:00pm on May 16, 2018 will not be accepted.

3. **AGENCY Responses**

AGENCY's responses to substantive questions will be communicated in writing by Addendum to each Meeting attendee via e-mail by the end of business day on May 21, 2018.

D. **Submission of Proposals**

1. **Date and Time**

All proposals shall be submitted to San Bernardino International Airport Authority, Attention: Nicole Jews, Purchasing, no later than **2:00PM, May 25, 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: Ms. Nicole Jews
1601 East Third Street
San Bernardino, CA 92408**

Proposals may be delivered in person or by courier or by US Mail, to 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 18-010 Fire & Burglar Alarm Monitoring Service”

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. Licenses

The successful Contractor(s) and any sub-Contractors shall, at the time of submission of their Proposal, hold an active C-10 California Contractor's License, and shall maintain such License throughout the term of the Contract.

I. Labor Compliance

The Contractor shall comply with the provisions of the California Labor Code, including and without limitation, the obligation to pay the general prevailing rates of wages in accordance with Sections 1771, 1773.1, 1774, and 1775 of the California Labor Code and the obligation to comply with Section 1777.5 of the California Labor Code governing employment of apprentices. The foregoing provisions of the California Labor Code are incorporated herein by reference. Pursuant to Labor Code § 1775, the Contractor shall forfeit to the Agency, not more than Two Hundred Dollars (\$200.00) for each day, or portion thereof, for each employee paid less than prevailing wage rates.

J. 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.

K. Documents

All submitted documents become the property of the Agency.

L. Cancellation

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

M. 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.

N. Contract Term and Renewal

The contract term will begin August 1, 2018, or earlier if agreed to by both parties, and be in effect for three (3) years, 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. The Contractor shall agree that price stated in the original contract shall apply unless an increase or decrease is agreed upon. A minimum three-year relationship is expected, ending August 30, 2021.

SECTION III:

EVALUATION AND AWARD

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

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

A. EVALUATION CRITERIA

1. Qualifications of Firm/Past Performance - 20%

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

2. Services and Equipment - 30%

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

3. Related Experience - 10%

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

4. Reasonableness of Cost and Price - 40%

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

B. EVALUATION PROCEDURE

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

C. AWARD

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

If AGENCY elects to proceed, final selection of Contractors for interview and notification for interviews is expected to occur on or about June 18, 2018. AGENCY anticipates making final selections and awards on or about June 30, 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:

SCOPE OF SERVICES – FIRE & BURGLAR ALARM MONITORING SERVICES

The San Bernardino International Airport Authority (SBIAA) and the Inland Valley Development Agency (IVDA) collectively referred to as the “Agency”, are seeking proposals from qualified contractors (“Contractor”) to provide fire and burglar alarm services for various Agency-owned locations. The selected contractor will also provide installation, monitoring, inspections and as-needed system repairs. The initial contract shall be for a period of three (3) years beginning on August 1, 2018. The Agency reserves the right to extend this contract for two additional one-year terms. Any and all work must be scheduled with appropriate Agency staff members.

Scope of Services:

Inspection and Maintenance Specifications:

- All alarms and panels are tested and inspected annually and include a semi-annual inspection. This includes functional testing. Building 794 – Control Tower, has the same annual testing schedule, but also includes quarterly and semi-annual inspections. Testing to include load test on battery.
 - Annually check all sensors, and battery back-up
- Provide preventative maintenance services to check the Security Alarm system regarding false alarms due to bad sensors.
- Provide technical assistance in troubleshooting problems with the Fire and Security Alarm system.
- Contractor shall not lock out the Fire and Security Alarm system. Any and all monitoring panels and equipment utilized in the performance of the Contract shall be open source to allow for any monitoring company to program all installed panels and equipment in the future. All panel and detection equipment, either existing or installed by Contractor, are and will remain the property of the Agency.
- Respond within three (3) hours of initial agency notification for any type of emergency or repair to the Fire or Security Alarm system or components.
- Respond within twenty-four (24) hours for routine service, maintenance and repair calls.
- Burglar Alarm Systems: Individuals who install, maintain, monitor, sell, alter, or service burglar alarm systems must be licensed with the Bureau of Security & Investigative Services (BSIS). Contractor must submit copy with the bid submittal.
- Fire Alarm Systems: Fire alarm work is subject to Contractors License Law and requires an Electrical (C-10) contractor license. Contractor must submit copy of the C-10 license or Sub-Contractor license with bid submittal.
- Document and provide a list of the make, model and serial number of the Fire and Security Alarm equipment to the designated Agency Representative. The list shall include type, amount and available upgrade options for detection equipment actually located in each building.

- All testing and inspections must be scheduled in advance with the designated Agency representative. A copy of the inspection report should be left onsite at each location and a copy provided to the same designated Agency representative.
- The designated Agency Representative must give prior approval to any and all repairs, maintenance work or other billable charges. Repairs necessitated by faulty equipment, provided or installed by the Contractor, improper maintenance procedures and/or the Contractor's negligence or error shall be at no cost to the Agency. Any repair or replacement parts should be of like-quality and value and include the option to upgrade system to IP and/or cellular service, unless otherwise specified and authorized by the designated Agency Representative.
- Any programming required on proprietary systems will be coordinated by the Agency and will be the responsibility of the contractor. Contractor will need to be able to work on all panels, to include being certified and licensed prior to award of contract. Agency will not pay for additional costs beyond initial programming cost depicted on Pricing Sheet.
- A single invoice should be sent to the Purchasing Division following inspections and any maintenance work that is done. The submitted invoice shall clearly describe the work or services performed, the location of service - building name and address, price for parts, labor charges and applicable taxes. The invoice shall include dollar amounts being billed for each building, inspection, maintenance and repairs costs. Submitted invoices shall reference the appropriate Agency for which services have been rendered. IVDA-owned and SBIAA-owned buildings shall be invoiced separately. All costs shall be in accordance with quoted prices. **Scheduled inspection services shall be included in the monthly cost of monitoring services.** Any invoices containing errors shall be rejected and corrected before payment is made. Invoices rejected due to inaccurate descriptions and/or prices shall be re-issued in a timely manner, and aging shall be revised to reflect re-issuance due to Contractor error.

Monitoring Specifications:

- Monitoring Hours: For purposes of this RFP, normal business hours shall be defined as 6:00 AM to 5:00 PM Pacific Standard Time, Monday through Friday.
 - Continual monitoring services shall be provided for each building identified on the Location Sheet/Price Sheet herein on a twenty-four (24) hour/day - 365 days/year basis.
 - Automated daily fire/burglar system status checks (test timers) for all Contractor monitored, Agency owned buildings shall be performed and reported during Business Hours 8:00 AM to 1:00 PM Pacific Standard Time. The Agency will provide contact numbers to the successful Contractor.
 - In the event an alarm is triggered, Contractor shall contact Agency staff in the following manner. (At the time of award of Contract, the Agency shall provide to the selected Contractor phone numbers for the following contacts.)
 - *Fire alarms for all buildings:*
 First - Operations: _____.
 If no answer, call Second: _____.
 If no answer, call Third: _____.
 - *Burglar alarms for all buildings:*
 First – Rover1: _____.
 If no answer, call Second = _____.
 If no answer, call Third = _____.

Note: The Second and Third phone numbers shall only be utilized in the event that contact cannot be made via the primary (First) and/or Secondary phone numbers.

- Alarms need to be zoned as needed, and have the ability to enter no less than 50 unique user codes recording entry and exit detail. Monthly reports for each location with a burglar alarm will be issued showing location with all entries and exits utilizing user codes. Reports on fire/burglar alarm activity, changes on account contact information shall be considered part of the service agreement and incorporated in the monthly service cost.
- Inspections included in this RFP involve aspects of alarm monitoring services, but are not limited to alarm initiating devices, alarm notification appliances, supervisory signal initiating devices and circuit information as required by local, State and Federal agencies. Wet Pipe and Open Head Deluge Systems are not required to be tested for annual/five year certification under this RFP.
- Codes are to be issued or deleted by the designated Agency Representative for each location and activated remotely by service provider.
- The contractor is expected to be able to monitor the Agency's current alarm systems. Equipment should not be proprietary and other companies should have the ability to inspect and monitor this equipment. Any replacements should be of the latest technology and include the option to upgrade system to IP and/or cellular service.
- A monthly invoice for monitoring services should be sent to the Purchasing Division following the end of the month the service has been provided. The submitted invoice shall clearly describe the location of service - building name and address. The invoice shall include dollar amounts being billed for each buildings monitoring service. Submitted invoices shall reference the appropriate Agency for which services have been rendered. IVDA-owned and SBIAA-owned buildings shall be invoiced separately. All costs shall be in accordance with quoted prices. **Scheduled inspection services shall be included in the monthly cost of monitoring services.** Any invoices containing errors shall be rejected and corrected before payment is made. Invoices rejected due to inaccurate descriptions and/or prices shall be re-issued in a timely manner, and aging shall be revised to reflect re-issuance due to Contractor error.

General Contractor Requirements:

1. Contractor shall provide all labor, tools, equipment and materials to perform the work.
2. Contractor will provide written quotes for additional work items that may be required during the term of the Contract, but are not identified within this RFP. Such additional work items shall require written approval by the Agency prior to Contractor performing any work.
3. Contractor shall provide the Agency with a written quote for any equipment component in need of replacement not included as part of the contract prior to ordering or replacing any components not included in the cost of the contract. All equipment components must include the option to upgrade to IP and/or cellular service
4. Contractor shall not make any alterations or changes to the existing equipment, circuits, circuit wiring or sequencing. Any modifications must be submitted to the Agency for prior approval.
5. Contractor shall include any activation fees, including materials and labor into bid amount. Travel to/from the service site must be included in submitted amounts.

6. Contractor agrees to adhere to all applicable laws regarding prevailing wage as established by the Department of Industrial Relations of the State of California for any and all services rendered under this contract.
7. Alarm companies must have a minimum of (3) three years experience in the commercial security & fire alarm field. Contractor must have 24/7 monitoring service, 365 days per year with system redundancy.
8. Contractor shall, upon completion of any work, ensure that all facilities are returned to their original condition by cleaning/removing any debris or damage done during the course of the work performed.
9. Additional programming may be needed for new buildings constructed or added to monitoring services during the term of the contract, beyond the initial programming. Additional programming requested by Agency shall be provided on a separate quote and at the hourly rates specified on the submitted Bid Sheet.
10. Invoices shall clearly describe the work or services performed. **The building name, number, and address** shall appear on every invoice and/or line item on any invoice identifying the location for which charges are being invoiced, and on any and all communications to Agency by Contractor. The dollar amounts being billed for each building, shall be in accordance with quoted prices. Any invoices containing any errors shall be rejected and corrected before payment is made. Invoices rejected due to inaccurate descriptions and/or prices shall be re-issued in a timely manner, and aging shall be revised to reflect re-issuance due to Contractor error.
11. Invoices shall be paid net 30 days after receipt of Invoice, only after all services have been rendered. If monthly charges are invoiced prior to the end of that particular billing period, those invoices shall be paid net 30 days after end of billing period or receipt of invoice, whichever is later.
12. Invoices shall include a copy of all amounts paid by Contractor for parts and materials as the basis for parts markups billed to the Agencies.
13. Price Adjustment Lock – There will be no price adjustments for labor or commodity increases or fluctuations during the term of this contract.
14. The Agency will have the discretion to exclude any project item listed herein for the final project. Final project items will be listed on the Purchase Order.
15. In the event of conflict of terms and conditions among documents occurs, the following order of precedence shall apply: 1. This RFP 2. Purchase Order 3. Addendum to Purchase Order 4. Contractor's Proposal 5. Contractor's Agreement.

SBIAA LOCATIONS:

The Agency will each enter into a separate contract with the successful Contractor for inspection, maintenance, repair and monitoring services of some, or all of the fire/burglar equipment owned by the Agency. Contractors shall provide a service proposal for the following locations:

SYSTEM TYPE: FIRE MONITORING ONLY

SBIAA Building #'s:	BUILDING ADDRESS:	EQUIPMENT TYPE:
#56 Center Area	115 North Del Rosa Drive	First Alert FA1600C
#56 North/South Area	115 North Del Rosa Drive	Notifier 3030
#673 Terminal Bldg.	105 N. Leland Norton Way	Notifier 3030
#730 Maintenance Bldg.	264 S. Leland Norton Way	Silent Knight 5104B
#759	294 S. Leland Norton Way	Silent Knight 5808
#794 Control Tower*	275 S. Leland Norton Way	First Alert FA1600C
Hangar 695	105 S. Leland Norton Way	Silent Knight 5128
Hangar 795	285 S. Leland Norton Way	Silent Knight 5128
Hangar 763 Complex	255 S. Leland Norton Way	Notifier MF2-100
Hangar 763 East Annex	255 S. Leland Norton Way	Silent Knight 5104-B
Hangar 763 (Bay 1 & 2)	255 S. Leland Norton Way	First Alert FA1600C
Hangar 763 (Bay 3 & 4)	255 S. Leland Norton Way	Silent Knight 5208
#675	185 N. Leland Norton Way	Bosch D7024
#680 Fire Station	165 S. Leland Norton Way	Notifier MFS 320
Hangar 674	225 N. Leland Norton Way	Silent Knight 5128
#674 Offices	225 N. Leland Norton Way	Bosch FPD-7024
International Arrivals Facility (IAF)	275 N. Leland Norton Way	Bosch D7024
Hangar 341	2895 East "U" Street	Silent Knight 5104B
Hangar 333	3005 East "U" Street	Firelire 411UDACT
#339 Flight School	2885 East "U" Street	Bosch FPD-7024
Luxivair FBO	295 N. Leland Norton Way	Bosch D7024
FBO Hangar	2027 Perimeter Road	Bosch D7024
Cargo Bldg.	215 N. Leland Norton Way	Honeywell 128FBP
Sheriff's Hanger	199 N. Hangar Way	Notifier NFW2-100
General Aviation T- Hangar	170 N. Victoria Avenue	DMP XR150
General Aviation T- Hangar	180 N. Victoria Avenue	DMP XR150

*794 – Control Tower is tested on a quarterly, semi-annual and annual schedule as the system is an alarm only detection and no fire suppression exists.

SYSTEM TYPE: BURGLAR MONITORING ONLY

SBIAA Building #'s:	BUILDING ADDRESS:	EQUIPMENT TYPE:
Hangar 795	285 S. Leland Norton Way	First Alert FA168C
Hangar 674	225 N. Leland Norton Way	First Alert FA1600C

IVDA LOCATIONS:

SYSTEM TYPE: FIRE MONITORING ONLY

IVDA Building #'s:	BUILDING ADDRESS:	EQUIPMENT TYPE:
#58	195 N. Del Rosa Avenue	Silent Knight 5808
#48 Administration Building	1601 East Third Street	Firelite 9200UD
DFAS 1	1111 East Mill Street	Silent Knight 5808

SYSTEM TYPE: BURGLAR MONITORING ONLY

IVDA Building #'s:	BUILDING ADDRESS:	EQUIPMENT TYPE:
#48 Administration Building	1601 East Third Street	Firelite 9200UD
DFAS 1 (Common Area)	1111 East Mill Street	Honeywell 128BP
DFAS 1 (Tenant Area)	1111 East Mill Street	Honeywell 128BP

ADDITIONAL CONTRACTOR SPECIFICATIONS/REQUIREMENTS:

Labor Rate Definition

For the purposes of this agreement:

- An hourly labor rate shall consist of one (1) crew;
- One crew shall be defined as: two (2) workers and shall include cost for all tools, equipment, vehicles, mobilization, taxes, insurance, and all other incidental costs involved to perform all services necessary;
- Hourly labor rates shall exclude parts, materials and all other components supplemental to aforementioned crew definition.

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 Monday through Friday hours between 6 A.M. to 5 P.M.;
- **After-hour rate:** Shall be defined as Monday through Friday hours between 5 P.M. to 6 A.M.;
- **Emergency service call charge:** Applicable for emergency calls requiring a response within three (3) hours of notification;
- **Additional Technician Hourly Labor Cost:** Shall apply for each additional worker required to perform services necessary in addition to the crew defined above.
- **Technician:** Shall be defined as the personnel troubleshooting hardware, performing new hardware installations, programming of monitoring of software and testing.
- **Engineer:** Shall be defined as the personnel assigned to the Airport to perform system configurations, ensure system integrity, software upgrades/installation, analyzing logs and system errors, software back-up configurations and personnel training.

Response Times and Contractor Availability:

- Contractor shall be available to respond 24 hours per day;
- During normal business, after-hours, weekends and holidays, contractor shall be available to respond within a 24 hour time period from initial AGENCY notification;
- During emergency service calls, contractor shall be available to respond within a 3-hour time period from the initial AGENCY notification.

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. 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 Forms and Bid Sheet in its entirety including: 1) all monthly 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

STATEMENT OF CERTIFICATION

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

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

REFERENCES

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

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

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

SECTION VI.

PRICE FORMS

REQUEST FOR PROPOSALS: RFP 18-010

DESCRIPTION OF WORK: Fire & Burglar Alarm Monitoring Service

CONTRACTOR'S COMPANY
NAME ADDRESS:

NAME/TELEPHONE#/EMAIL OF
AUTHORIZED REPRESENTATIVE

Please provide detailed Firm Fixed Prices and any other incidental or additional costs required in the spaces provided in the following SBIAA an IVDA Location / Price Sheets 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, project site visits, inspections, testing, telephone usage, mailings, mobilization, mileage and all other administrative and ancillary costs. Failure to provide all prices requested may result in rejection of proposal. All transactions under this RFP shall be Outright Sale. No equipment, installations or services shall be in the form of Leases.

Contractor shall open separate accounts for IVDA and SBIAA. All invoices for IVDA buildings and services shall be invoiced separately from any and all SBIAA invoices. All invoices for SBIAA buildings and services shall be invoiced separately from any and all IVDA invoices. "SBIAA" or "San Bernardino International Airport" shall not appear on any IVDA invoice, and "IVDA" or "Inland Valley Development Agency" shall not appear on any SBIAA invoices.

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

IVDA Invoices shall be addressed:
Inland Valley Development Agency
1601 East Third Street
San Bernardino, CA 92408

SBIAA Invoices shall be addressed:
San Bernardino International Airport Authority
1601 East Third Street
San Bernardino, CA 92408

EXHIBIT "A"
RFP 18-010: Alarm Monitoring Service

Bid Sheet – SBIAA Locations

Contractor's bidding this project shall be properly licensed in the State of California in the classification as listed in the General 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.

SYSTEM TYPE: FIRE MONITORING ONLY

SBIAA Building #'s:	Monthly Monitoring/ Inspection Fees	Initial (One-time) Installation & Set-up Fee
#56 Center Area	\$	\$
#56 North/South Area	\$	\$
#673 Terminal Bldg.	\$	\$
#730 Maintenance Bldg.	\$	\$
#759	\$	\$
#794 Control Tower*	\$	\$
Hangar 695	\$	\$
Hangar 795	\$	\$
Hangar 763 Complex	\$	\$
Hangar 763 East Annex	\$	\$
Hangar 763 (Bay 1 & 2)	\$	\$
Hangar 763 (Bay 3 & 4)	\$	\$
#675	\$	\$
#680 Fire Station	\$	\$
Hangar 674	\$	\$
#674 Offices	\$	\$
International Arrivals Facility (IAF)	\$	\$
Hangar 341	\$	\$
Hangar 333	\$	\$
#339 Flight School	\$	\$

Luxivair FBO	\$	\$
FBO Hangar	\$	\$
Cargo Bldg.	\$	\$
Sherriff's Hangar	\$	\$
General Aviation T- Hangar	\$	\$
General Aviation T- Hangar	\$	\$
ANNUAL TOTAL FOR MONITORING:	\$	

SYSTEM TYPE: BURGLAR MONITORING ONLY

SBIAA Building #'s:	Monthly Monitoring/ Inspection Fees	Initial (One-time) Installation & Set-up Fee
Hangar 795	\$	\$
Hangar 674	\$	\$
ANNUAL TOTAL FOR MONITORING:	\$	

Bid Sheet – IVDA Locations

Contractor's bidding this project shall be properly licensed in the State of California in the classification as listed in the General 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.

SYSTEM TYPE: FIRE MONITORING ONLY

IVDA Building #'s:	Monthly Monitoring/ Inspection Fees	Initial (One-time) Installation & Set-up Fee
#58	\$	\$
#48 Administration Building	\$	\$
DFAS 1	\$	\$
ANNUAL TOTAL FOR MONITORING:	\$	

SYSTEM TYPE: BURGLAR MONITORING ONLY

IVDA Building #'s:	Monthly Monitoring/ Inspection Fees	Initial (One-time) Installation & Set-up Fee
#48 Administration Building	\$	\$
DFAS 1 (Common Area)	\$	\$
DFAS 1 (Tenant Area)	\$	\$
ANNUAL TOTAL FOR MONITORING:	\$	

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

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

Technician, Normal Business Hours, Hourly Rate: \$	Engineer, Normal Business Hours, Hourly Rate: \$
Additional Technician, Normal Business Hour, Hourly Rate: \$	Emergency Service Call Charge, After-hours Rate: \$
Parts, Supplies & Equipment Mark-up % from MSRP:	Travel Charge (port to port): Fee: \$
Additional Costs (specify):	

List All Trainings, Licenses, Certifications, etc.:

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

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

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

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.

Addenda No:		Received On:	
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EXHIBIT "B"
RFP 18-010: Alarm Monitoring Service

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 _____, 2018, in _____, _____.
[day] [Month] [City] [State]

By: _____

Print Name: _____

Print Title: _____

.....
LEGAL NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

WEBSITE: _____ EMAIL: _____

TYPE OF BUSINESS (Check One):

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

STATE OF INCORPORATION OR FORMATION:

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.]

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.

Social security number									

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.

OR

Employer identification number									

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 on page 3.

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

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

Future developments. 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:

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

SECTION IV:

Form of Agreement – DO NOT EXECUTE

SERVICES AGREEMENT FOR

“Fire & Burglar Alarm Monitoring Service”

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

Upon the following terms and conditions of this Agreement, the AGENCIES 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 AGENCIES under the terms and conditions of this Agreement and RFP 18-010 which lists the required specifications. In the event of conflict of terms between RFP 18-010 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 AGENCIES 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. The AGENCIES may at its option require additional services from the CONTRACTOR payable at the rate(s) set forth in the RFP. The AGENCIES 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 three years ending on August 30, 2021 2019. Either party may terminate this Agreement upon a 60-day notice to the other party for any reason or no reason. The AGENCIES may terminate this Agreement upon a 30-day notice to Contractor with cause. In the event the AGENCIES terminates this Agreement, CONTRACTOR shall cease all work immediately after receiving notice from the AGENCIES unless otherwise advised by the AGENCIES and shall notify the AGENCIES 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, the AGENCIES by contract or otherwise. CONTRACTOR will perform the contracted services under the general direction of the AGENCIES, 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 the AGENCIES 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 the AGENCIES 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 AGENCIES, 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 AGENCIES a certificate of insurance, on an AGENCY-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 the AGENCIES's Executive Director. AGENCIES 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 the AGENCY, the AGENCIES's Board of Directors, officers and employees as additional insured and to provide that the coverages provided to AGENCIES shall be primary and not contributing to or in excess of any existing AGENCIES 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 AGENCIES Clerk.

8. GOVERNING LAW/VENUE

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

9. NOTICE

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

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

- j. CONTRACTOR:

10. SEVERABILITY

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

11. ASSIGNMENT

CONTRACTOR may not assign CONTRACTOR's rights or delegate CONTRACTOR's duties under this Agreement without the prior written consent of the AGENCIES. 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.

Agency Acceptance:	Contractor Acceptance:
Signature:	Signature:
Printed Name: Michael Burrows	Printed Name:
Title: Executive Director	Title:
Date:	Date:

DO NOT EXECUTE