



SAN BERNARDINO INTERNATIONAL AIRPORT

1601 East Third Street
San Bernardino, CA 92408

Phone: (909) 382-4100/FAX: (909) 382-4106

REQUEST FOR PROPOSALS (RFP) FOR RFP 19-003: Air Traffic Control Tower Services

August 13, 2018

SECTION I:

INVITATION

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

"AIR TRAFFIC CONTROL TOWER SERVICES"

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals shall be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

Tentative RFP Schedule (Subject to change at AGENCY's discretion)

1. Issue RFP	August 13 2018
2. Pre-Proposal Walk (Non- Mandatory)	August 27, 2018 @ 10:00 AM
3. Written Questions from Contractors Due	August 31, 2018
4. Responses from Agency Due	September 6, 2018
5. Proposals Due	September 12, 2018 @ 2:00 PM
6. RFP Evaluation	September 17, 2018
7. Contract Award	September 26, 2018

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

Table of Contents

Section I	Invitation, Tentative Schedule, Table of Contents
Section II	Introduction, RFP Instructions
Section III	Evaluation Criteria
Section IV	Scope of Work
Section V	Proposal Content and Forms
Section VI	Price Form
Section VII	Form of Agreement

SECTION II:

INTRODUCTION

General Airport Information:

The San Bernardino International Airport is owned and operated by the San Bernardino International Airport Authority, 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 4 miles east of downtown San Bernardino and consists of 1,334 acres.

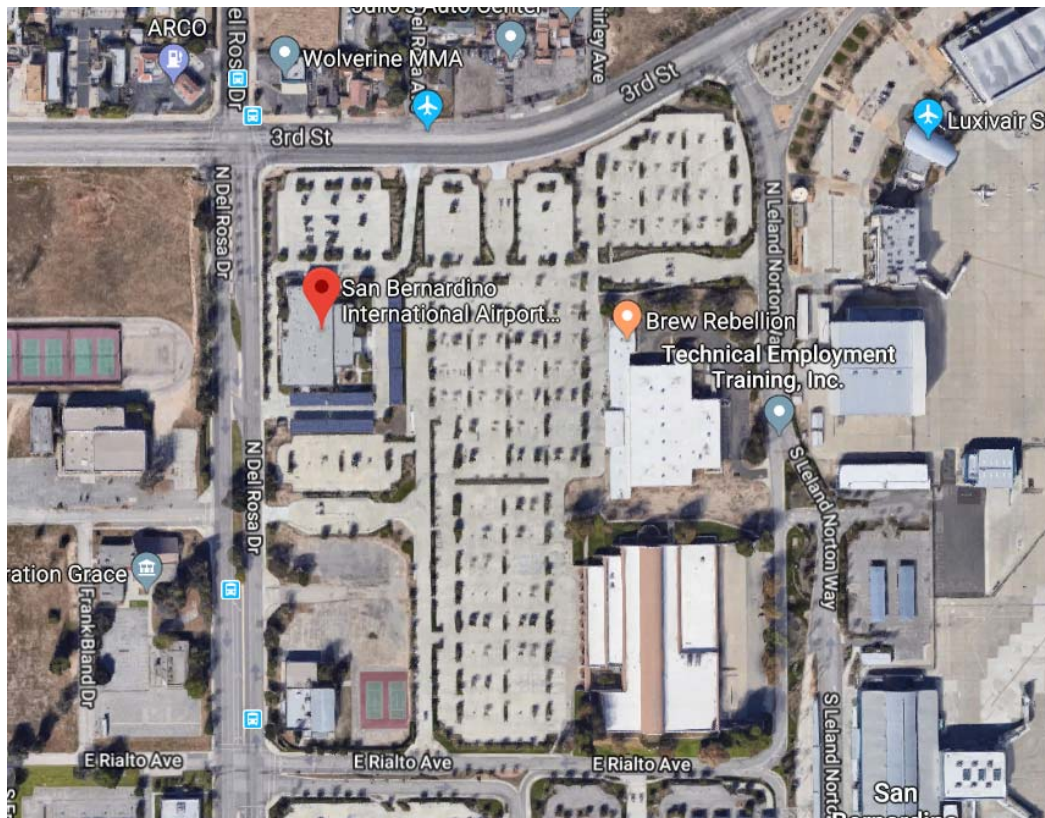
The San Bernardino International Airport (SBD) is a commercial airport certificated under Federal Aviation Regulation Part 139. The Airport is currently available to serve commercial passenger flights, general aviation, and cargo flights, with the ability to accommodate the world’s largest aircraft, on a 10,001 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 non-mandatory pre-proposal walk through will be held at 10:00 AM on August 27 at the Inland Valley Development Agency – Administration Building/Norton Regional Event Center, 1601 East Third Street, San Bernardino, CA 92408.

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. **This meeting will begin promptly at 10:00 AM, any late arrivals will not be allowed to participate in the pre-proposal walk through.**



A. Examination of Proposal Documents

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

B. Addenda

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

C. Clarifications

1. **Examination of Documents**

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

2. **Submitting Requests For Information**

- a. With the exception of oral questions asked at any pre-proposal meetings, all Contractor questions, clarifications or comments shall be submitted in writing and shall be received by AGENCY no later than August 31, 2018 at 5:00 PM, 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 19-003 AIR TRAFFIC CONTROL SERVICES - 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 August 31, 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 September 6, 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 **2:00 PM, SEPTEMBER 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 Supervisor
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) Three (3) signed original proposals

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

"RFP 19-003 AIR TRAFFIC CONTROL TOWER SERVICES"

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. 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 AGENCY 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.

At the AGENCY's sole and absolute discretion a federal criminal background check, criminal history records check and other background and security checks may be instituted, changed, enhanced or otherwise altered during the term of the contract, that may include consistency with TSA (Transportation Security Administration), and/or other regulatory requirements. Costs related to such background and security checks shall be the sole responsibility of the selected Contractor.

M. Contract Term and Renewal

The contract term will begin October 1, 2018, or earlier if agreed to by both parties, and be in effect for three (3) years with one (1) - two (2) year optional extension, unless terminated, canceled or extended as otherwise provided herein. In the event AGENCY exercises such right to extend the contract, 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 in writing between the AGENCY and selected Contractor.

SECTION III:

EVALUATION AND AWARD

AGENCY is soliciting firms who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are set forth in **Section IV** below:

A. EVALUATION CRITERIA

1. Qualifications of Firm/Past Performance - 20%

Strength and stability of the firm; experience and technical competence, capability to perform the services, adequacy of labor commitment and past performance.

2. Services - 25%

Capability to perform services, availability of specialized personnel, customer service approach and delivery, service levels (schedule), reports, payment processing.

3. Related Experience - 20%

Experience in providing services similar to those requested herein; experience performing ATCT services, experience operating under the federal contract tower program, client references.

4. Reasonableness of Cost and Price - 35%

Reasonableness of the 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 Contractor(s) for interview and notification for interviews is expected to occur on or about September 17, 2018. AGENCY anticipates making final selections and awards on or about September 26, 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 – AIR TRAFFIC CONTROL SERVICES

PURPOSE:

The San Bernardino International Airport Authority (SBIAA) is soliciting Proposals from qualified firms desiring to provide Visual Flight Rules (VFR), Air Traffic Control Tower (ATCT) services at SBD. The SBIAA will utilize the qualifications-based selection process in accordance with the terms as described in this Request for Proposal (RFP) to determine the firm to provide professional VFR, ATCT services. A “General Scope of Services” is contained within this RFP to serve as the basis by which to assess the qualifications of the firms desiring to provide professional VFR, ATCT services. Firms will be rated numerically on the basis of SBIAA’s priorities and terms of this RFP with the firm that best fulfills these criteria rated as “number one” (hereafter to be referred to as the “Selected Firm”). All other firms will be numerically and sequentially rated as specified above to perform the required professional VFR, ATCT services.

It is the intent of the SBIAA to enter into a Contract through competitive negotiations with the Selected Firm. Subject to the final award of a Contract by the governing board of the SBIAA, the Contract shall be awarded in accordance with the terms of this RFP.

BACKGROUND:

The SBIAA is seeking to enter into a three-year contract with the Selected Firm to provide professional VFR, ATCT services with two additional one-year options to extend the contract. In the event that the SBIAA and the Selected Firm are unable to mutually agree upon fair and reasonable contract terms, including price, the SBIAA shall terminate negotiations with the Selected Firm and commence new negotiations with the “number two” rated firm. This procedure shall be continued with the qualified firms in the sequence of ranking established by the selection process until a mutually satisfactory Contract has been negotiated

I. GENERAL SCOPE OF SERVICES

- A. This section sets forth general details regarding the SBIAA’s standards and requirements for the firm’s management and operation of the ATCT. Firms should be as complete and responsive as possible in stating their positions and capabilities with respect to the requirements listed.
- B. Minimum Firm Requirements
Firms must:
 - 1. Have at least 5 years of experience managing and operating VFR, ATCT’s at commercial airports.
 - 2. Have in-depth knowledge of FAA Orders, requirements, and procedures pertaining to the management and operation of VFR, ATCTs.
 - 3. Have the ability to maintain adequate files and records, and meet statistical reporting requirements.
 - 4. Have the administrative and fiscal capability to provide and manage the proposed services, and ensure an adequate audit trail.

5. Have no history of unsatisfactory performance. Firms that are, or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the firm's control, shall be presumed unable to meet this requirement.

C. Operational Requirements, Documentation, and Reports

The Selected Firm shall operate the ATCT in compliance with applicable United States Department of Transportation and Federal Aviation Administration regulations and directives and shall accomplish specific operational requirements, documentation, and reports in accordance with applicable directives. This includes, but is not limited to:

1. Operation and inspection, but not including maintenance, of SBIAA owned equipment required for the provision of the ATCT and weather reporting services which includes, but is not limited to: wind speed and direction readout, telecommunications equipment, altimeter, clock, radio frequency selector, light gun, back up radio, binoculars, traffic counting device, ATIS, headsets/handsets, and voice recorders including maintaining recorded data.
2. Maintaining, at the ATCT, an accurate summary of all aircraft operations during the hours of ATCT operation. Monthly and yearly operational counts shall be submitted to the SBIAA and the FAA containing the following types of airport operations: commercial, air taxi, general aviation and military, per FAA count requirements.. In accordance with FAA guidance, such collection of data shall be a secondary function and not interfere with the accomplishment of operational duties.
3. Retaining all data pertaining to accidents/incidents and operational errors/deviations and providing such data to the FAA and NTSB upon request.
4. Reporting all equipment outages to the SBIAA.
5. Documenting position duties and responsibilities and providing for support of the SBIAA plans and directives including those items specified in Paragraph III.C "Operational Requirements, Documentation and Reports".
6. Executing a Letter of Agreement (LOA) with the SBIAA and the applicable FAA divisions regarding air traffic control on and around SBD which includes air traffic in the vicinity of Redlands Municipal Airport, a non-controlled general aviation airport located approximately four miles east of SBD. The Selected Firm's LOA shall incorporate the SBIAA's determination of movement and non-movement areas at SBD, and any other operational requirements that the SBIAA may specify.
7. Providing for, and accomplishing checklists to ensure appropriate functionality of ATCT equipment.
8. Displaying within the ATCT cab: SBD diagrams, visibility checkpoint charts, and other information required for the safe and efficient flow of aircraft utilizing SBD. Facility charts shall be kept current and legible. Any necessary flight information

publications, charts, manual and orders for the operation of the ATCT shall be provided by the Selected Firm.

9. Utilizing the SBIAA owned AWOS III to convey weather information to aircraft pilots. In the event Selected Firm's personnel are required to perform supplemental or limited weather observations, they shall obtain certification and perform such service without cost increase to the SBIAA. Such certification and provision of service may be required in the future.
10. Maintaining all necessary licenses and permits required by the FAA, the State of California, and the SBIAA throughout the Contract duration. Such licenses and permits may include: valid SBD Airport Access/Identification Badges, valid driver's licenses, Control Tower Operator Airman's Certificate, valid second-class medical certificate, background checks, security clearances, and similar and reasonable requirements that may change from time to time. The firm shall notify the SBIAA immediately upon loss or suspension of any such license or permit.

D. Staffing Requirements

1. The Selected Firm shall operate the ATCT 365 days per year from 7:00 a.m. until 9:00 p.m. local time. Proposers are also to propose an alternative staffing for a twenty-four (24) hour operation of the ATCT. The SBIAA reserves the right to adjust operating hours of the ATCT upon written notification to the Selected Firm subject to a mutually agreed fee change. The ATCT operating hour adjustments shall be implemented by the Selected Firm within 45 calendar days of written notification by the SBIAA. The SBIAA does not intend to modify ATCT operating hours without good cause and currently does not anticipate such changes.
2. The Selected Firm shall provide shift schedules to SBIAA each month during the term of the Contract indicating staffing levels for each ATCT shift. Schedule shall include: shift hours, name(s) of Air Traffic Controllers on duty, duration and overlap of shifts, etc. The Selected Firm shall comply with staffing levels unless a variation is approved in writing from the SBIAA in advance. Sick leave and vacation coverage provisions shall be included in the schedule. Proposers shall submit a representative shift schedule that meets the requirements of Paragraphs III.D.1 & 2, and IV.C.4.c & d.
3. All Air Traffic Controllers' training and experience credentials shall be provided accompanied with a notice of change in assignment. The Selected Firm shall only hire qualified air traffic control specialists who have met the standards set by the Federal Aviation Administration and who hold a Control Tower Operator Airman's Certificate.
4. The SBIAA shall have the right to interview and approve or disapprove of any individual whom the Selected Firm considers appointing as the manager of ATCT operations. The Selected Firm shall dismiss from employment, or reassign any of its employees whose job performance is detrimental to the SBIAA's relationship with tenants, the public, or the FAA. The SBIAA shall bear any additional expense required as a result of its exercise of the right to interview prospective ATCT managers.

5. Personnel changes that occur during the Contract term shall be submitted in writing by the Selected Firm to the SBIAA within ten (10) working days of such change.
6. The Selected Firm shall maintain at all times, a staff of experienced and qualified employees in sufficient numbers for efficient performance of the requirements of this Contract. The Selected Firm shall ensure that its employees perform their services in a proper, workmanlike, and dignified manner befitting a commercial airport and a user friendly environment.
7. The Selected Firm shall comply with all Federal and State laws, rules, and regulations concerning nondiscrimination in employment.
8. The Selected Firm shall be solely responsible for its own labor relations with any trade or union representative, and shall negotiate and adjust all internal disputes with employees or union representing its employees. The Selected Firm shall comply fully with all applicable Federal and State laws, rules and regulations concerning employment and labor relations.
9. The Selected Firm shall provide a plan describing how management continuity is maintained when the Manager or Air Traffic Controller suddenly leaves their position.
10. The Selected Firm shall provide a management plan to operate the ATCT. The plan shall include: proposed manager, staffing plan, staff stability, training, and anticipated changes, if any, in the operation. Note: The Air Traffic Manager can be utilized to fill a controller position in addition to fulfilling responsibilities as a manager.
11. The Selected Firm shall assist SBIAA with implementation of ATCT services at SBD including, but not limited to, compliance with FAA regulatory and administrative requirements and coordination within the regional Air Traffic Control system, including training and use specialized FAA equipment.
12. A complete resume will be required for the proposed Air Traffic Manager and will not count against the page limit in the RFP.

E. Current Traffic Activity

The Selected Firm shall provide personnel service levels, consistent with FAA guidance, necessary to adequately accommodate the current level of air traffic activity and additional considerations listed below.

SBD has experienced strong growth in activity over the past three years, and may experience additional increases during the contract period. In addition, SBD is home to a USFS tanker base causing short but significant periods of increased aircraft activity from May to November each year.

TOTAL ANNUAL OPERATIONS:	TOTAL COMMERCIAL OPERATIONS:
2015: 40,217	2015: 338
2016: 47,780	2016: 398
2017: 57,639	2017: 723

F. Training

The Selected Firm shall establish, document, and implement a facility-specific training program for controllers. The training program shall be administered in a uniform and standardized manner, reviewed and updated at least annually, and shall comply with applicable FAA Orders. The Selected Firm shall maintain training and proficiency records for all controllers.

G. Quality Control Program

The Selected Firm shall establish and comply with a quality control program for the purpose of identifying and correcting deficiencies in the quality of services performed prior to the quality of service diminishing to an unacceptable level. This program may involve periodic ATCT inspections, or additional supervision of employee work performance, or other programs to ensure a quality level of service.

H. SBIAA/FAA Visits and Compliance

The Selected Firm shall ensure that the ATCT is open, at all times, to the SBIAA and/or FAA representatives for the purposes of:

1. Determining compliance with applicable rules, regulations and directives.
2. Assessing proficiency of ATCT personnel.
3. Investigating issues involving aircraft and airport safety.
4. Verification of controller certification.
5. The Selected Firm shall respond to requests from the SBIAA and/or the FAA regarding ATCT personnel performance from a regulatory and customer service/diplomacy standpoint. Failure to positively respond to requests may be cause for termination of the Contract at the discretion of the SBIAA.

The SBIAA is the sole owner of the ATCT building, and will retain 24 hour access to same. The SBIAA will comply with applicable safety and security requirements when accessing the facility

I. Access

Air Operations Area (AOA) Gate access will be provided to the Selected Firm's agents and employees only. The Selected Firm's agents and employees shall not provide the AOA Gate code or access to any other entity without prior written consent of the SBIAA.

J. Service Requirements

The Selected Firm shall provide private telephone and internet services.

K. FAA Funding Stipulations

In the event that FAA funding is provided for the maintenance and operation of the ATCT, the Selected Firm shall comply with the federal requirements associated with the Federal Control Tower Program at no additional cost to the SBIAA, and would likely require early termination of any contract resulting from this RFP.

ADDITIONAL CONTRACTOR SPECIFICATIONS/REQUIREMENTS:

Labor Rate Definition

For the purposes of this agreement:

- An hourly labor rate shall consist of one (1) fully burdened person;

Labor Rate and Fee Categories

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

- **Normal rate:**

Shall be defined as the Monday through Friday hours between 6 A.M. and 5 P.M.;

- **After-hour rate:**

Shall be defined as the Monday through Friday hours between 5 P.M. and 6 A.M.;

- **Weekend rate:**

Shall be defined as weekend hours commencing on Saturdays at 6 A.M. and ending on Mondays at 6 A.M.;

- **Holiday rate:**

Shall apply to the following recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day;

- **Emergency service call charge:**

Applicable for emergency calls requiring a response within three (3) hours of notification;

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 with one staple. 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; to include:
 - A concise statement of the firm's qualifications
 - A statement that the firm is qualified to provide the services as described in this RFP.
 - A statement that all declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the AGENCY to pursue any remedy by law.
 - A statement that, if selected and a Contract is awarded, the firm agrees that all aspects of the submitted Proposal shall be binding.
 - A statement that the firm agrees to provide the SBIAA with any other information that the SBIAA determines is necessary for an accurate determination of the firm's ability to perform services within this RFP.

- A statement that the prospective firm, if selected, will comply with all applicable rules, laws, and regulations.
- h. Signature of a person authorized to bind Contractor to the terms of the proposal.
- i. Proposal Description – A detailed description of the Proposal. Proposal should include the following:
- A brief synopsis of the firm’s understanding of the SBIAA's needs and how the firm plans to meet these needs.
 - Narrative description of the proposed plan to achieve the program objective and requirements.
 - Complete and detailed personnel and pricing schedule for each of the ATCT levels of service listed in Section IV.D.1 of this RFP, fourteen (14) hour and twenty-four (24) hour operation of the ATCT. Include in the pricing schedule a plan for price decreases/increases in the event that the SBIAA elects to exercise option to extend the Contract. Sufficient detail shall be provided so the evaluating SBIAA staff can accurately assess personnel cost
 - Completed Company Information Sheet providing a list of all Company principals and completed Subcontractor Information Sheets. Copies attached.
- j. Statement of Experience – Include the following in this section of the Proposal:
- Business name of the firm and legal entity such as corporation, partnership, etc.
 - Number of years the firm has been in business under the present business name, as well as related prior business names.
 - A statement that the firm has a demonstrated capacity to perform the required services.
 - List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
 - A statement that the firm is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
 - Experience of principal individuals of the prospective firm’s present organization stating current positions, years of service experience, including capacity, magnitude and type of work performed.

- Controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - Financial interest in other lines of business in addition to those within their own business. If none, so state.
 - Pending litigation involving prospective firm or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
 - Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
 - A statement that the firm does not have any commitments or potential commitments which may impact the firm's ability to perform potential Contract services.
- k. Insurance - Submit evidence of ability to maintain insurance in the amounts and coverages stated in Section VII – Form of Agreement.

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 Exhibit A in its entirety and include in proposal.

c. Form of Agreement

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

B. 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.	Proposal Description – Include: <ul style="list-style-type: none"> • Brief synopsis of firm • Proposal Narrative • Pricing schedule & personnel fees 	
4.	Statement of Experience	
5.	References	
6.	Proof of Insurance	
7.	RFP Addenda, if any	
8.	Company Information Sheet	
9.	W-9 Request for Taxpayer Identification Number & Certification	
10.	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 four (4) recent references for airports at which the firm has provided ATCT services. Include the date(s) and services that were rendered, airport name, address, and client name and phone number that the SBIAA has your permission to contact.

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.

**EXHIBIT "A"
RFP 19-003: Air Traffic Control Tower Services**

Bid Sheet

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. Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, Contractor hereby proposes and agrees to provide all services as outlined in the RFP as follows:

Proposer's annual cost to provide professional VFR, ATCT services, 365-days per year 14-hours per day:

Three-Year Service Cost: 365-days / 14-hours per day		
Year One (2018-2019)	Year Two (2019-2020)	Year Three (2020-2021)
\$	\$	\$

Proposer's annual cost to provide professional VFR, ATCT services, 365-days per year 24-hours per day:

Three-Year Service Cost: 365-days / 24-hours per day		
Year One (2018-2019)	Year Two (2019-2020)	Year Three (2020-2021)
\$	\$	\$

Name of Bidder:	Authorized Signature
-----------------	----------------------

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

Normal Business Hours, Hourly Rate: \$	After-hours, Hourly Rate: \$
Weekend On-Call, Hourly Rate:\$	Holiday On-Call, Hourly Rate: \$
Parts/Supply Mark-up %:	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.

Verification of Addenda Received (Completed with Addenda Number and date received, if necessary):

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

EXHIBIT "B"
RFP 19-003: AIR TRAFFIC CONTROL TOWER SERVICES

COMPANY INFORMATION SHEET
DECLARATION

I declare under penalty of perjury under the laws of the State of California I have completed this Company Information Sheet and that the information contained herein is factual and accurate as of the date completed.

Completed and executed this ____ day of _____, 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.]

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 IV:

Form of Agreement – DO NOT EXECUTE

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

Air Traffic Control Services

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is entered into as of this _____ day of _____, 20____, by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a joint powers authority created pursuant to Government Code Sections 6500, et seq., (the "SBIAA"), and _____ (the "CONTRACTOR"). The SBIAA and the CONTRACTOR shall also be referred to jointly as the "Parties," and each separate entity shall also be referred to as a "Party," to this Agreement.

SBIAA issued a Request for Proposals ("RFP") for Professional Services related to the provision of air traffic control services on August 13, 2018. CONTRACTOR responded to the RFP on September 12, 2018, a copy of which is attached to this Agreement as Exhibit A, and is incorporated by reference. Conflicts between this Agreement and the CONTRACTOR's response to the RFP shall be controlled by this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE, AS FOLLOWS:

1. SUPERVISION OF CONTRACTOR

The Director of Aviation and Airport Manager shall be the primary contacts for the SBIAA with respect to the administration of this Agreement. _____ Contract Manager, shall be the primary contact person for the CONTRACTOR for the performance of all work described in Section 3, SCOPE OF CONTRACTOR SERVICES. The Air Traffic Manager ("ATM") shall be the CONTRACTOR's on-site point of contact. The ATM shall be available to the SBIAA via cellular phone on a 24/7 basis. The SBIAA reserves the right to interview and approve or disapprove any individual whom the CONTRACTOR considers appointing as the ATM. However, the SBIAA must exercise said right within five (5) calendar days after being notified, in writing, by the CONTRACTOR of a potential selectee. The CONTRACTOR agrees to dismiss from employment, or reassign any of its employees whose job performance is detrimental to the SBIAA's relationship with tenants, the public, the U.S. Department of Transportation Federal Aviation Administration ("FAA"), or other similar agency. The CONTRACTOR agrees to notify the SBIAA, in writing, within ten (10) calendar days after any personnel changes and agrees to forward all new hire information to the SBIAA, accompanied with a notice of change in assignment.

2. TERM OF AGREEMENT

The term of this Agreement shall commence on the 1st day of October, 2018, and continue until the 30th day of September, 2021 (the "Term"), unless sooner terminated in accordance with Section 15, TERMINATION AT WILL and Section 16, TERMINATION FOR CAUSE, as set forth in this Agreement. At the option of the SBIAA, the term of this Agreement shall be extended for up to two (2) additional one-year periods ("Option Extended Term") on terms and conditions as may be mutually agreeable to the parties each at their sole discretion.

3. SCOPE OF CONTRACTOR SERVICES

The CONTRACTOR shall provide Air Traffic Control services in accordance with the terms and conditions stated herein ("Scope of Contractor Services"). The Scope of Contractor Services shall include the following:

- A. Operate a Visual Flight Rules ("VFR") Air Traffic Control Tower ("ATCT") at the San Bernardino International Airport (the "Airport") and provide Air Traffic Control ("ATC") services in accordance with the procedures specified in Federal Aviation Regulations, Part

65, Subpart B (excluding paragraph 65.46), and in accordance with the documents, directives, and regulations listed below in subsection 3.0.

- B. Provide staff, materials, supplies, policies, operational procedures, letters of agreement or memorandums of understanding and all other management support necessary in order to provide ATC services pursuant to the operation of a VFR ATCT within the limits of the Class D Airspace. Provide the CONTRACTOR'S staff with computer access and email accounts to ensure that the SBIAA is able to communicate critical and/or timely information with the ATM and/or the Controller-in-Charge of each shift. Additionally, the CONTRACTOR shall provide for the installation of and on-going service charges associated with the operation of an office phone, fax line and internet service.
- C. Initially, the operating hours for the ATCT (defined as those daily hours of operation that the CONTRACTOR will be providing air traffic control services to aircraft within the Class D Airspace) are to be for a period of fourteen (14) continuous hours per day, seven (7) days a week. The initial operating hours shall be 0700 to 2100 local time, seven (7) days per week, or otherwise as mutually agreed by the Parties consummated via a mutually acceptable, written amendment to this Agreement to be approved at the sole discretion of each Party.

Additionally, the SBIAA reserves the right to increase the length of the operating hours to a sum of twenty-four (24) hours per day. The SBIAA shall initiate the request to exercise this right by written notice to the CONTRACTOR. The CONTRACTOR hereby covenants to provide such increased service within forty-five (45) days (or as mutually agreed at the discretion of each Party) after signing a mutually acceptable, written amendment to this Agreement based on the fees set forth in Section 4 as included in this Agreement. Said amendment shall specify all applicable alterations to this Agreement, including but not limited to, the new hours of operation and increased compensation due the CONTRACTOR.

- D. Provide Supplementary Aviation Weather Reporting Station ("SAWRS") services using the SBIAA Automated Weather Observing System ("AWOS") as the primary source of weather data augmented as required by the National Weather Service and/or the Federal Aviation Administration. In the event of an AWOS outage, provide manual weather observation services. All air traffic control personnel shall be SAWRS certified.
- E. Notify the SBIAA point of contact as stated in Section 1, SUPERVISION OF CONTRACTOR, and/or his/her designee when it becomes known to the CONTRACTOR personnel that a NOTAM should be issued or canceled.
- F. In addition to notifying the FAA, notify the SBIAA point of contact as stated in Section 1, SUPERVISION OF CONTRACTOR, and/or his/her designee, of movement area incursions or the occurrence of aircraft Incidents/accidents on the Airport or In the surrounding community.
- G. Maintain and provide to the SBIAA point of contact as stated in Section 1, SUPERVISION OF CONTRACTOR, and/or his/her designee aircraft operations hourly/daily/monthly traffic count data. Compile data in monthly and annual reports and deliver to the SBIAA on a monthly basis.
- H. Provide to the SBIAA point of contact as stated in Section 1, SUPERVISION OF CONTRACTOR, and/or his/her designee a copy of the monthly shift schedule at the beginning of each month.
- I. Advise and assist the SBIAA point of contact as stated In Section 1, SUPERVISION OF CONTRACTOR, and/or his/her designee with Information to address community concerns generated from the Airport such as aircraft noise/nuisance complaints.

- J. With at least seventy-two (72) hours advance notification, attend periodic meetings outside of established operating hours with Airport constituent groups as deemed necessary by the SBIAA. Meetings shall not exceed six (6) per year without prior mutual agreement.
- K. Develop and maintain a current operational contingency plan and implement the Airport's Emergency Plan.
- L. The CONTRACTOR shall ensure that its staff is available to attend any federally mandated training and/or certification required to gain access to the ATCT building.
- M. The CONTRACTOR shall establish and maintain a drug free workplace and drug testing program in accordance with policies and directives stated in 14 CFR Part 121, Appendices I and J; and 49 CFR Part 40.
- N. The CONTRACTOR shall establish and maintain an Alcohol Misuse Prevention Program in accordance with 14 CFR Part 121, Appendices I and J; and 49 CFR Part 40.
- O. The CONTRACTOR shall comply with all procedures outlined in the documents, directives, and regulations listed below to ensure the safe, orderly and expeditious movement of air traffic:
 - a. Federal Aviation Regulations, Parts 01, 65 (excluding Subpart B, paragraph 65.46), 67, 91, and 93 (14 CFR Parts 01, 65, 67, 91, 93, and 21, Appendices 1 and J; 49 CFR 830.2; and 49 CFR Part 40)
 - b. Aeronautical Information Manual ("AIM")
 - c. FAA Order 3120.4, Air Traffic Technical Training
 - d. FAA Order 7010.1, Air Traffic Control Safety Evaluations and Audits
 - e. FAA Order 7050.1, National Runway Safety Program
 - f. FAA Order 7110.52, Suspected Illegal Use of Aircraft
 - g. FAA Order 7110.65, Air Traffic Control
 - h. FAA Order 7110.67, Special Aircraft Operations by Law Enforcement/Military Organizations
 - i. FAA Order 7110.422, Aircraft Hijack and Suspicious Inflight Activities- Response and Notification Procedures
 - j. FAA Order 7210.3, Facility Operation and Administration
 - k. FAA Order 7210.56, Air Traffic Quality Assurance
 - l. FAA Order 7340.1, Contractions
 - m. FAA Order 7350.6, Location Identifiers
 - n. FAA Order 7400.2 Procedures for Handling Airspace Matters
 - o. FAA Order 7610.4, Special Military Operations
 - p. FAA Order 7930.2, Notices to Airmen
 - q. FAA Order 8020.11, Aircraft Accident and Incident Notification, Investigation, and Reporting
 - r. FAA Order 8020.16, Air Traffic Organization Aircraft Accident and Incident Notification, Investigation and Reporting

4. PAYMENT BY SBIAA FOR WORK PERFORMED BY CONTRACTOR

The SBIAA agrees to pay the CONTRACTOR a Total Contract Price, based on the daily number of hours of Air Traffic Control services, for services as set forth in Section 3, "SCOPE OF CONTRACTOR SERVICES." Compensation for such Air Traffic Control services shall be as follows:

- A. For the provision of Air Traffic Control services fourteen (14) hours per day, seven (7) days per week, the CONTRACTOR shall be paid a monthly amount of \$_____ during Contract Year 1; \$_____ during Contract Year 2; and \$_____ during Contract Year 3. October 1 shall be the starting date of each Contract Year.

- B. For the provision of Air Traffic Control services twenty-four (24) hours per day, seven (7) days per week, the CONTRACTOR shall be paid a monthly amount of \$_____ during Contract Year 1; \$_____ during Contract Year 2; and \$_____ during Contract Year 3. October 1 shall be the starting date of each Contract Year.
- C. The Total Contract Price shall include all of the SBIAA's compensation to the CONTRACTOR, including reimbursement for all expenses incurred by the CONTRACTOR in the performance of this Agreement, unless amended as provided for herein.
- D. In no event shall the services set forth in the Scope of Contractor Services to be provided hereunder exceed a Total Contract Price of \$_____ during the Term of this Agreement, without a mutually acceptable, written amendment to this Agreement approved by the governing Commission of the SBIAA.
- E. The CONTRACTOR shall submit monthly invoices equal to the dollar amounts specified in paragraphs A or B above as appropriate for the applicable period of time for the designated inclusive dates for processing and payment by the SBIAA under this Agreement to:

San Bernardino International Airport Authority
 Attention: Finance Department
 1601 East Third Street
 San Bernardino, California 92408

- F. Any and/or all payments made under this Agreement shall either be paid by check, payable to the order of the CONTRACTOR and be mailed or delivered to CONTRACTOR at:

Contractor Contact Address Information

- G. Either Party may request that their address above be changed for the purposes outlined in this Section 4. Such request must be made in writing in accordance with the procedures as outlined in Section 18, NOTICES.

5. TERMS OF PAYMENT

Invoice for all services rendered by the CONTRACTOR pursuant to this Agreement shall be submitted monthly by the CONTRACTOR.

6. NOTICE TO PROCEED

Execution of this Agreement shall serve as the Notice to Proceed for the CONTRACTOR to commence the project in accordance with the terms and provisions of this Agreement.

7. RECORDS RETENTION

Records, certified payroll records, supporting documents, and all other records pertaining to the use of funds paid to the CONTRACTOR under this Agreement shall be retained by the CONTRACTOR for a period of five (5) years from the date of expiration or termination of this Agreement or for any longer period as reasonably requested by the SBIAA and shall be available to the SBIAA for examination upon reasonable prior notice for purposes of performing audits. Such records shall be available to the SBIAA for inspection during the regular business hours of the CONTRACTOR. If the CONTRACTOR does not maintain regular business hours, then such records shall be available for inspection between the hours of 9 a.m. and 5 p.m. Monday through Friday, local time, excluding federal and state government holidays. In the event of litigation or an audit relating to this Agreement or funds paid to the CONTRACTOR by the SBIAA under this Agreement, such records shall be retained by the CONTRACTOR until all such litigation or audit has been resolved.

8. INDEMNIFICATION AND DEFENSE

The CONTRACTOR shall defend, indemnify and hold harmless the SBIAA, its members, officers, officials, employees, representatives, attorneys and agents from and against any and all actions, suits, appeals, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney fees, to the extent arising from the willful or negligent acts or omissions of the CONTRACTOR, its officers, officials, employees, subcontractors, sub-contractors and agents, in the performance of work set forth in Section 3, SCOPE OF CONTRACTOR SERVICES. This indemnification obligation of the CONTRACTOR shall not apply to the extent that any such action, suit, proceeding, claim, demand, loss, cost or expense is determined by a court of competent jurisdiction to be caused by the willful conduct or negligence of SBIAA, its members, officers, employees, representatives, attorneys and agents.

The indemnification provided by the CONTRACTOR may not be construed or interpreted as in any way restricting, limiting or modifying the CONTRACTOR's insurance obligations or other obligations under this Agreement and is independent of the such insurance obligations and other obligations. Compliance by the CONTRACTOR with the insurance requirements and other obligations under this Agreement shall not in any way restrict, limit or modify its Indemnification obligations under this Agreement.

SBIAA shall be entitled to recover its reasonable attorney fees and court costs incurred in enforcing these indemnification clauses.

These indemnification clauses shall survive the expiration or earlier termination of this Agreement until all claims against the SBIAA involving any of the indemnified matters are fully, finally and absolutely barred by applicable statutes of limitations.

The insurance required or carried by the CONTRACTOR as set forth in Section 9, INSURANCE shall not be deemed to limit the CONTRACTOR's duty of indemnity and defense which arises under this section.

9. INSURANCE

The CONTRACTOR shall maintain insurance coverage as set forth in this section throughout the term of this Agreement. The CONTRACTOR shall maintain insurance policies issued by an insurance company or companies authorized or approved to do business in the State of California and that maintain during the term of the policy a "General Policyholder's Rating" of at least A(v), as set forth in the then most current edition of "Best's Insurance Guide," as follows:

- A. Worker's Compensation Insurance. The CONTRACTOR, and each of its subcontractors, shall maintain worker's compensation coverage in accordance with California workers' compensation laws for all workers under the CONTRACTOR's and/or subcontractor's employment performing work under this Agreement, with limit coverage of at least two-hundred fifty thousand dollars (\$250,000).
- B. Automobile Liability Insurance. The CONTRACTOR shall maintain automobile liability insurance coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than five million dollars (\$5,000,000).
- C. Errors and Omissions Liability Insurance. The CONTRACTOR shall maintain errors and omissions professional liability Insurance in the minimum amount of five million dollars (\$5,000,000) to protect the SBIAA from claims resulting from CONTRACTOR'S errors and omissions.
- D. Aviation Liability Coverage. The CONTRACTOR shall maintain Aviation Liability Insurance with a minimum of one hundred million dollars (\$100,000,000) coverage which will protect the CONTRACTOR and the SBIAA against liability for any and all losses arising out of the CONTRACTOR's operation or occupancy of the control tower.

- E. General Liability Insurance. The CONTRACTOR shall maintain liability insurance written on an "occurrence" policy form, covering personal and bodily injury, death and property damage, arising out of or relating to services provided by the CONTRACTOR under this Agreement, with single limit coverage of at least one million dollars (\$1,000,000) per occurrence with an aggregate limit of at least two million dollars (\$2,000,000). Such policy of liability Insurance shall name the SBIAA its officers, officials, employees and agents as additional insureds and such liability insurance policy shall not contain any intra-insured exclusions as between insured persons or organizations. The liability coverage shall include all coverage typically provided by a Broad Form Comprehensive General Liability Endorsement and shall further include contractual liability coverage.
- F. Excess/Umbrella Liability Insurance. The CONTRACTOR shall maintain an excess/umbrella liability insurance policy with coverage in the amount of twenty-five million dollars (\$25,000,000) for each occurrence and an aggregate total.
- G. Concurrent with the execution of this Agreement and prior to the commencement of any work by the CONTRACTOR, the CONTRACTOR shall deliver to the SBIAA certificates evidencing the existence of the insurance coverage required by this Agreement, which coverage shall remain in full force and effect continuously throughout the term of this Agreement. Each policy of insurance, except workers compensation insurance and errors and omissions insurance, that the CONTRACTOR purchases in satisfaction of the Insurance requirements of this Agreement, shall name the SBIAA as an additional insured. Additionally, each policy of insurance that the CONTRACTOR purchases in satisfaction of the Insurance requirements of this Agreement shall provide that the policy may not be cancelled, terminated or modified in scope of coverage as it applies to the services to be provided by the CONTRACTOR under this Agreement, except upon thirty (30) days prior written notice to the SBIAA.
- H. The CONTRACTOR shall be the first or primary named insured under each insurance policy.
- I. The CONTRACTOR's liability insurance policy or policies shall be endorsed as needed to provide cross-liability coverage for the CONTRACTOR and the SBIAA and to provide severability of interests.
- J. The CONTRACTOR's liability policy or policies shall be endorsed as needed to provide that the insurance afforded by those policies to the additional insured is primary and that all insurance carried by the SBIAA is strictly excess and secondary and shall not contribute with the CONTRACTOR's liability insurance.
- K. The coverage afforded to the SBIAA as an additional insured under CONTRACTOR's liability insurance policy or policies must be at least as broad as that afforded to the CONTRACTOR and may not contain any terms, conditions, exclusions, or limitations applicable to SBIAA that do not apply to the CONTRACTOR.
- L. The CONTRACTOR's liability insurance coverage may be provided by a combination of primary, excess and umbrella policies, but those policies must be absolutely concurrent in all respects regarding the coverage afforded by the policies. The coverage of any excess or umbrella policy must be at least as broad as the coverage of the primary policy.
- M. The insurance requirements set forth above are independent of the CONTRACTOR's exculpation, Indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to restrict, limit or modify those exculpation, indemnification or other obligations or to limit the CONTRACTOR's liability under this Agreement.
- N. Except for Professional Liability Insurance for Errors and Omissions Coverage, the CONTRACTOR agrees to cause the insurance companies issuing their respective insurance to waive any subrogation rights that those companies may have against SBIAA (their additional

Insured). If the waivers of subrogation are not contained in the insurance policies, the CONTRACTOR waives any right it may have against the SBIAA on account of any loss or damage to the extent that the loss or damage is insured under their respective insurance policies.

10. PRESS RELEASES

Press or news releases, including photographs or public announcements, or confirmation of the same related to the work to be performed by the CONTRACTOR under this Agreement shall only be made by the CONTRACTOR with the prior written consent of the SBIAA.

11. CONFIDENTIALITY OF MATERIALS AND INFORMATION

The CONTRACTOR shall keep confidential all reports, notes, observations, information and data acquired or generated in performance of the work set forth in Section 3, SCOPE OF CONTRACTOR SERVICES, all of which the SBIAA deems to be confidential. None of such confidential materials or information may be made available to any person or entity, public or private, without prior written consent of the SBIAA.

12. DEFAULT AND REMEDIES

Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a material breach and default under this Agreement; provided, however, that if the Party who is claimed to be in default by the other Party commences to cure, correct or remedy the alleged default within seven (7) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such Party shall not be deemed to be in default.

The Party which may claim that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided however, the injured Party shall have no right to exercise any remedy for a default under this Agreement without delivering the written default notice, as specified in this Agreement.

Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties under this Agreement are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

In the event that a default of any Party to this Agreement may remain uncured for more than seven (7) calendar days following written notice, as provided above, a material breach shall be deemed to have occurred. In the event of a material breach, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

In no event shall either Party be liable to the other for any indirect, special or consequential damage regardless of whether such claim of liability arises in contract or in tort.

13. FORCE MAJEURE

Neither Party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, Insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the Party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or

failure to perform this Agreement or any part thereof; provided, however, that the Party asserting that a Force Majeure Occurrence has been experienced shall notify the other Party in writing within ten (10) calendar days after date of the Force Majeure Occurrence. Failure to properly and timely notify the other Party of all asserted Force Majeure Occurrences shall thereupon preclude such Party from asserting the provisions of this Section 13 as to Force Majeure Occurrences for the incident for which a Party did not properly and timely notify the other Party pursuant to this Agreement. Neither Party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from Force Majeure Occurrences that were properly and timely communicated to the other Party.

14. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The Total Contract Price paid to the CONTRACTOR pursuant to this Agreement is based on the SBIAA's continued receipt of local, state and/or federal funding for this purpose including transfers of funds from the Inland Valley Development Agency and the receipt of rental income and other operating income generated upon the Airport. In the event that funding is terminated or diminished, in whole or in part, for any reason, this Agreement and all obligations other than reasonable termination costs due to the CONTRACTOR by the SBIAA arising from this Agreement shall be immediately discharged. The SBIAA agrees to Inform the CONTRACTOR no later than ten (10) calendar days after receiving notification that funding will be terminated and the final date for which funding will be available. Under these circumstances, all invoices or other claims for compensation or reimbursement by the CONTRACTOR arising out of performance of this Agreement shall be submitted to the SBIAA prior to the final date for which funding is available. The SBIAA shall provide a minimum of thirty (30) calendar days' written notice prior to final date funding is available to allow the CONTRACTOR sufficient time to phase-out services under this Agreement.

15. TERMINATION AT WILL

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either Party at any time without cause or legal excuse by providing the other Party with thirty (30) calendar days' prior written notice of such termination. Upon the effective date of termination, the SBIAA shall have no further liability to the CONTRACTOR except for reasonable termination costs due to the CONTRACTOR including payment for actual services incurred during performance of the Scope of Contractor Services hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by the SBIAA. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by the CONTRACTOR prior to, and in connection with, discontinuing the performance of the Scope of Contractor Services.

16. TERMINATION FOR CAUSE

If the CONTRACTOR materially defaults in the performance of or, after having received written notice, repeatedly fails to comply with any of its obligations under this Agreement, or otherwise breaches this Agreement (a "Default"), the SBIAA may, in addition to any other remedies it may have, provide the CONTRACTOR with written notice of Default in the manner set forth in Section 18, NOTICES, specifying the provisions or terms of this Agreement that the CONTRACTOR has failed to satisfy or has breached. In addition to providing a written notice of Default, if the CONTRACTOR fails to perform any obligation of this Agreement, the SBIAA may itself perform, or cause the performance of, such agreement or obligation. In that event, the SBIAA, at its option, may deduct from any funds owed to the CONTRACTOR the amount necessary to cover any expenditures. The SBIAA's Notice of Default shall provide the CONTRACTOR with thirty (30) calendar days from and after the date of such notice allowing the CONTRACTOR to fully cure the Default to the satisfaction of the SBIAA. Should the CONTRACTOR thereafter fail to proceed with all reasonable diligence to fully cure the Default, the SBIAA may terminate this Agreement for cause by giving five (5) calendar days' prior written notice to the CONTRACTOR in the manner set forth in Section 18, NOTICES. In the event of any proceeding by or against the CONTRACTOR, including but not limited to bankruptcy, insolvency, appointment of a receiver or trustee or an assignment for the benefit of creditors, the SBIAA may exercise its right of termination under Section 16.

17. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

The CONTRACTOR may be entitled to receive compensation for any work appropriately completed prior to receipt of a written notice of termination. Neither party, however, shall be relieved of liability to the other for actual damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated at will or for cause. The SBIAA may withhold any payments not yet made to the CONTRACTOR for the purpose of setoff until such time as the exact amount of actual damages due to the SBIAA from the CONTRACTOR is determined and established in writing, signed by both parties.

18. NOTICES

All notices shall be in writing. Notices shall be presented in person or by certified or registered mail via the United States Postal Service ("USPS"), receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by mail shall be deemed effective on the third (3rd) business day following the deposit of the notice with the USPS. This section shall not prevent the Parties from giving notice by personal service or telephonically verified fax transmission, which shall be deemed effective upon actual receipt of such personal service or telephonic verification. Either Party may change its address for receipt of written notice by notifying the other Party in writing of a new address for delivering notice to such Party.

CONTRACTOR: _____

SBIAA: San Bernardino International Airport Authority
1601 East 3rd Street
San Bernardino, CA 92408
Attention: Airport Manager
Office: (909) 382-2392 / Facsimile: (909) 382-2043

19. COMPLIANCE WITH LAW

Notwithstanding any contrary provision in any exhibit to this Agreement, the CONTRACTOR shall comply with all local, state and federal laws, including, but not limited to environmental acts, rules and regulations applicable to the Scope of Contractor Services to be performed by the CONTRACTOR under this Agreement. The CONTRACTOR shall maintain all necessary licenses and registrations for the lawful performance of the work required of the CONTRACTOR under this Agreement.

20. NON-DISCRIMINATION

The CONTRACTOR shall not discriminate against any person on the basis of race, color, creed, religion, natural origin, ancestry, sex, marital status or physical handicap in the performance of the Scope of Contractor Services of this Agreement or any other services to the SBIAA. Without limitation, the CONTRACTOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status or national origin. Further, the CONTRACTOR shall promote affirmative action in its hiring practices and employee policies for minorities and other designated classes in accordance with federal, state and local laws. Such action shall include, but not be limited to, the following: recruitment and recruitment advertising, employment, upgrading and promotion. In addition, the CONTRACTOR shall not exclude from participation under this Agreement any employee or applicant for employment on the basis of age, handicap or religion in compliance with state and federal laws.

21. SEVERABILITY

Each section of this Agreement shall be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or its application to certain circumstances shall be declared invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is declared invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all prior negotiations, discussions and agreements between the Parties concerning the subject matters herein. The Parties intend this Agreement to be the final expression of their agreement with respect to the subject matters covered herein and that this Agreement is a complete and exclusive statement of such terms.

23. AMENDMENT OR MODIFICATION

This Agreement may only be modified or amended by a document that is duly approved and executed by each of the Parties and by the governing Commission of the SBIAA as to any changes or amendments which require approval and execution by SBIAA. Any such modification or amendment shall be valid, binding and legally enforceable only if in written form and executed by both Parties, following all necessary approvals and authorizations for such execution.

24. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the Parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either Party's right to pursue remedy or relief by civil litigation.

25. GOVERNING LAW AND CHOICE OF VENUE

This Agreement shall be governed by the laws of the State of California. Any legal action arising from or related to this Agreement shall be brought in the Superior Court of the State of California in and for the County of San Bernardino, or in the United States District Court, Central District of California.

26. NON-WAIVER

Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the same provision or any remaining provisions of this Agreement.

27. ASSIGNMENT

This Agreement may not be assigned by the CONTRACTOR without the prior written consent of the SBIAA which may be granted or withheld at its sole discretion. Notwithstanding anything to the contrary herein, for purposes of this Agreement, an assignment shall not be deemed to include either (a) a transfer of a party capital stock or (b) a merger where the party is the surviving corporation.

28. REPRESENTATIONS OF PERSONS EXECUTING AGREEMENT

The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Party each purports to represent.

29. EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will constitute a duplicate original.

30. EFFECTIVENESS OF AGREEMENT AS TO THE SBIAA

This Agreement shall not be binding on the SBIAA, until approved by the governing Commission of the SBIAA, approved as to form and legal content by SBIAA legal counsel, executed by the authorized representative of the SBIAA, and executed by legally authorized representatives of the CONTRACTOR In conformance with Contract Law of the State of California.

31. CONFLICTS OF INTEREST

CONTRACTOR represents that it has no interests adverse to the SBIAA or its individual member agencies, at the time of execution of this Agreement. CONTRACTOR agrees that, during the term of this Agreement, the CONTRACTOR shall not enter into any agreement or acquire any interests detrimental or adverse to the SBIAA or its individual member agencies.

Additionally, CONTRACTOR represents and warrants to SBIAA that CONTRACTOR and any partnerships, individual persons or any other party or parties comprising CONTRACTOR, together with each subcontractor that may be retained to perform services pursuant to this Agreement, do not have and, during the term of this Agreement, shall not acquire any property ownership interest, business interests, professional employment relationships, contractual relationships of any nature or any other financial arrangements relating to the SBIAA, property over which the SBIAA has jurisdiction or any members or staff of the SBIAA that have not been previously disclosed in writing to SBIAA, and that any such property ownership Interests, business interests, professional employment relationships, contractual relationships or any nature or any other financial arrangements will not adversely affect the ability of the CONTRACTOR to perform the services to SBIAA as set forth in this Agreement.

32. BUILDING AND EQUIPMENT

CONTRACTOR will maintain a clean and tidy workplace and report any known maintenance concerns regarding the building and/or equipment to the SBIAA point of contact as stated in Section 1, SUPERVISOR OF CONTRACTOR and/or his/her designee in a timely manner.

SBIAA will provide janitorial services to the building space(s) occupied by the CONTRACTOR, and provide repairs and maintenance to the building and/or equipment in a timely manner.

The CONTRACTOR will be provided access to occupy the following space within the ATCT building: the tower cab; the restrooms on the second and eleventh floors; the training/break room located on the tenth floor; and the offices located on the fifth and sixth floors. The remaining space within the ATCT building will not be utilized by the CONTRACTOR.

33. SECURITY

CONTRACTOR shall maintain security for the space occupied by the CONTRACTOR in a similar manner as required for federal air traffic control facilities. SBIAA shall support CONTRACTOR in security efforts by providing facility key control, identification media, card keys and/or other required items as necessary for controlling access. Additionally, the SBIAA shall assist the CONTRACTOR in restricting visitor access to the CONTRACTOR'S occupied areas and developing a cooperative facility security plan with the CONTRACTOR.

In WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

AGENCY:
San Bernardino International Airport Authority, a
Joint powers authority created pursuant to
Government Code Sections 6500, et seq.

By: _____
Michael Burrows, Executive Director
Dated: _____

CONTRACTOR:

Name, Title:

Dated: _____