



SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REQUEST FOR PROPOSAL

RFP: 26-27_002

For:

FIRE SUPPRESSION SYSTEM PREVENTATIVE MAINTENANCE, REPAIRS AND INSPECTION SERVICES

Issued: September 3, 2026

Submittal Deadline:

Monday, October 5, 2026

Proposal packets may be submitted via the Planet Bids electronic bidding system, sent via regular USPS mail, or via email.

If sent by USPS send to:

Attn: Clerk of the Board

Re: RFP 26-27_002 Fire Suppression System Preventative
Maintenance, Repairs, and Inspection Services

1601 E. Third St.

San Bernardino, CA 92408

If sent via email send to: Clerkoftheboard@sbdairport.com



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TENTATIVE SCHEDULE

(Subject to change at AGENCY discretion)

RFP Issue Date	September 3, 2026
Mandatory Pre-Proposal Job Walk	September 16, 2026 – 10AM
Written Questions from Bidders Due	September 22, 2026
Responses from AGENCY due via Planet Bids Portal	September 28, 2026
Proposals Due	October 5, 2026 – 5PM
RFP Evaluation Committee Meeting	October 7, 2026
Contract Award	November 29, 2026

**Awarded Contractor Shall be Prepared to Deliver Services on a Start Date of
January 1, 2027**

The Contract shall commence with an initial six (6) month term, ending June 30, 2027. Thereafter, the Agency may, at its sole discretion and subject to mutual written agreement, renew the Contract for two (2) successive twelve (12) month terms. Following those renewal terms, the Agency may further exercise up to two (2) additional one (1) year renewal options under the same terms and conditions.

BACKGROUND AND PURPOSE

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 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.

Purpose of Fire Suppression System Preventative Maintenance, Repairs and Inspection Services:

The purpose of this RFP is to competitively solicit qualified contractors to provide ongoing inspection, testing, preventive maintenance, and related services for SBIAA's fire protection and fire suppression systems. These services are critical to maintaining the reliability, operational readiness, and code compliance of the Airport's life safety systems.

Regular inspections, testing, and preventive maintenance are essential to ensuring that fire protection systems remain fully functional and capable of operating as intended in the event of an emergency. Routine inspections and maintenance also allow potential deficiencies, equipment deterioration, and other issues to be identified and corrected before they result in system failure, costly repairs, or increased risk to life and property.

Issuing the RFP will allow SBIAA to establish a qualified contractor relationship through a fair and competitive procurement process, obtain competitive pricing, and establish clear service, inspection, maintenance, documentation, and performance requirements. Maintaining properly inspected, tested, and operational fire protection systems is essential to protecting passengers, employees, tenants, Airport facilities, aircraft, and other critical assets, while supporting the safe and uninterrupted operation of the Airport.

A. INVITATION

The San Bernardino International Airport Authority (SBIAA) referred to as “AGENCY,” is seeking Proposals from qualified contractors (“Contractor”) for:

FIRE SUPPRESSION SYSTEM PREVENTATIVE MAINTENANCE, REPAIRS, AND INSPECTION SERVICES

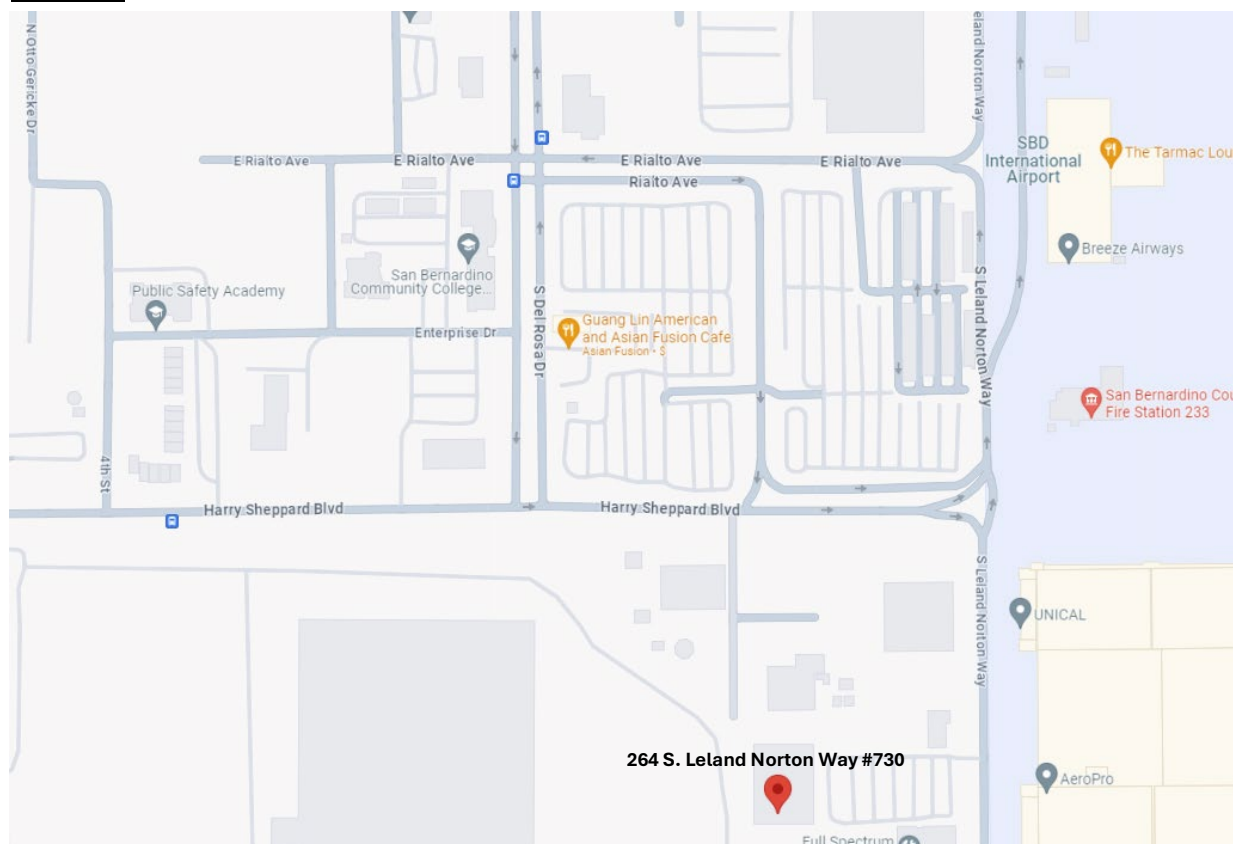
Please read this entire RFP package and include all requested information and forms in your proposal packet. Proposals shall be signed by an authorized company agent submitting a proposal to be considered responsive.

B. RFP INSTRUCTIONS

I. Pre-Proposal Walk Through

A mandatory pre-proposal walk-through will be held at 10:00 AM on Wednesday, September 16, 2026, at the San Bernardino International Airport, 264 S. Leland Norton Way, Building #730, San Bernardino, CA 92408.

The purpose of the pre-proposal walk-through is to review the requirements of this RFP, discuss the facility, and respond to questions regarding the RFP process. **This meeting will begin promptly at 10:00 AM. Late arrivals will not be allowed to participate in the pre-proposal walk-through/nor submit a proposal.**



C. CONTRACTOR EXAMINATION OF PROPOSAL DOCUMENTS

I. By submitting a proposal, Contractors represent that they have thoroughly examined and become familiar with the services required under this RFP and that they can perform such services to achieve AGENCY objectives.

II. Addenda:

Any substantive changes to this Request for Proposals (RFP) will be issued by the Agency in the form of a written addendum through the PlanetBids electronic bidding system. All addenda issued for this RFP shall become part of the solicitation documents and shall be incorporated into any resulting Agreement. It is the sole responsibility of each Proposer to monitor the PlanetBids website for the issuance of addenda and other official communications prior to the proposal due date. The Agency shall not be bound by, nor responsible for, any oral interpretations, clarifications, or instructions regarding this RFP. Only written addenda issued through PlanetBids shall modify or clarify the requirements of this RFP.

III. Clarifications:

Examination of Documents

- a. Contractors are responsible for carefully reviewing all solicitation documents prior to submitting a Proposal.

IV. Submitting Requests for Information:

Requests for Information (RFI)

- a. All questions, requests for clarification, and comments regarding this RFP shall be submitted exclusively through the PlanetBids Question & Answer (Q&A) feature. Questions must be received no later than September 22, 2026. Responses to questions deemed necessary by the Agency will be provided through PlanetBids, either as individual responses or by formal addendum. Oral statements, interpretations, or clarifications made by Agency representatives, including during any pre-proposal job walk or site visit, shall not be binding unless confirmed by a written addendum issued through PlanetBids.
- b. Inquires/Questions
Inquiries received after 5:00 p.m. on September 22, 2026, will **not** be accepted.

D. SUBMISSION OF PROPOSALS

I. Date and Time

All proposals shall be submitted through the PlanetBids electronic bidding system no later than **5:00 PM, October 5, 2026**. AGENCY will reject proposals received after that date and time as non-responsive. Paper format will be accepted; mail to:

ATTN: Clerk of the Board

1601 E. Third St.

San Bernardino, CA 92408

Emailed proposals will be accepted; email to:

Clerkoftheboard@sbdairport.com

II. Acceptance of Proposals

AGENCY reserves the right to accept or reject any proposals, or any item or part thereof, or waive any informalities or irregularities in proposals. AGENCY reserves the right to withdraw this RFP at any time without

prior notice, and AGENCY makes no representation that any contract will be awarded to any Contractor responding to this RFP. AGENCY reserves the right to postpone proposal opening for its own convenience.

E. PRE-CONTRACTUAL EXPENSES

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

- a. preparing its proposal in response to this RFP;
- b. submitting the proposal to AGENCY;
- c. negotiating with AGENCY any matter related to the proposal; or
- d. any other expenses incurred by the Contractor prior to the date of award, if any, of the Agreement.

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

II. Contract Award

Issuance of this RFP and receipt of proposals do not commit AGENCY to award an Agreement. AGENCY reserves the right to postpone proposal opening, accept or reject any or all proposals, negotiate with one or more Contractors, or cancel all or part of this RFP.

III. Acceptance of Order

The successful Contractor(s) shall execute a Services Agreement (see Section M, Sample PSA) in accordance with this RFP, including all requirements, conditions, and specifications, without exception unless specifically stated in the written purchase order or Agreement.

IV. Public Record

Proposals submitted in response to this RFP are subject to disclosure under the California Public Records Act (California Government Code § 7920.000 et seq.), unless exempt by law. Following completion of the evaluation process and recommendation for award, proposals may be available for public inspection. Proposers claiming proprietary or confidential information must clearly identify and label the information and cite the applicable legal exemption. AGENCY will make the final determination regarding disclosure in accordance with applicable law.

V. Documents

All submitted documents become the property of the AGENCY.

VI. Cancellation

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

VII. Security Access and Background

The selected Contractor's employee(s) assigned to perform on-site work of any kind shall, at the 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.

Upon award, any employee assigned to perform on-site work under this Contract may, at AGENCY's discretion, be required to disclose criminal conviction history and undergo background

or security checks at the Contractor's sole cost and expense, at the time, place, and manner determined by AGENCY.

AGENCY may, at its sole discretion, institute, modify, or enhance background and security requirements during the Contract term, including federal criminal background checks and requirements consistent with TSA and other applicable regulations.

Costs related to such background and security checks shall be the sole responsibility of the selected Contractor.

VIII. Contract Term and Renewal

The Contract shall commence with an initial six (6) month term, ending June 30, 2027. Thereafter, the Agency, at its sole discretion, may renew the Contract for two (2) successive twelve (12) month terms, subject to mutual written agreement of the parties. Following the two (2) renewal terms, the Agency may, at its sole discretion, exercise up to two (2) additional one (1) year renewal options under the same terms and conditions set forth herein, unless the Contract is otherwise terminated, canceled, or extended in accordance with the provisions of this Contract.

The prices set forth in the original Contract shall remain firm and shall apply throughout the initial term and any renewal or extension term unless otherwise agreed to in writing by the Agency and the Contractor. No price increase or decrease shall be effective unless expressly approved in writing by the Agency. Continued performance by the Contractor or payment by the Agency shall not, by itself, constitute acceptance or approval of any price adjustment.

F. EVALUATION AND AWARD

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

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

II. Evaluation Criteria

- a. 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.
- b. Services and Equipment: **30%**
Available services: product delivery timeline, availability of specialized personnel, contract services, reports, payment processing, and business development.

c. Related Experience: **10%**

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

d. 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; the basis on which prices are quoted.

III. Evaluation Procedure

AGENCY staff will evaluate all proposals based on the criteria above. During the evaluation, AGENCY may shortlist proposers, conduct interviews or site visits, and negotiate with the most qualified Contractor(s). AGENCY may also award the Contract without interviews, site visits, or further discussions or negotiations.

IV. Award

AGENCY staff will select the Contractor(s) whose proposal best meets the specified criteria and submit a recommendation to the SBIAA Commission for consideration and approval.

If AGENCY proceeds with the RFP, it anticipates selecting Contractors for interviews and issuing interview notifications on or about **October 7, 2026**, with final selection and award on or about **November 29, 2026**.

AGENCY may conduct negotiations with one or more Contractors but is not required to do so. Proposers should therefore submit their most favorable terms and conditions, as selection and award may be made without further discussion or negotiation.

V. Billing Processes for Awarded Bidder

a. Invoices shall be paid Net Thirty (30) days following the Agency's receipt of a complete and accurate invoice, provided all applicable services for the invoice period have been satisfactorily performed.

The Agency will not make advance payments for services.

b. Each invoice shall include, at a minimum, a description of the services performed, the applicable billing period, the amount due, and the corresponding Purchase Order (PO) number.

c. Any repair services outside the normal scope of work shall be approved by AGENCY via a provided quote from Contractor. Once approved, and after the work is complete, invoice(s) shall be sent separately from recurring/scheduled maintenance invoices.

d. All invoices are to be emailed to: SBD-AP.MX@sbdairport.com

G. REQUIREMENTS, LOCATION INVENTORY, AND SCOPE OF WORK

I. PURPOSE

The purpose of this Scope of Work is to provide comprehensive inspection, testing, preventive maintenance, and related services for the fire protection systems located throughout San Bernardino International Airport Authority (SBIAA) facilities. The objective is to ensure that all fire protection systems remain fully operational, code compliant, and capable of performing their intended life safety and property protection functions.

The Contractor shall furnish all labor, supervision, transportation, equipment, tools, testing equipment, materials, permits (when required), documentation, and incidental services necessary to perform the work described herein.

II. APPLICABLE CODES AND STANDARDS

All work shall comply with the latest California-adopted editions of all applicable codes and standards in effect on the date services are performed, including, but not limited to:

- California Fire Code (CFC)
- California Building Code (CBC), where applicable
- California Code of Regulations (CCR), Title 19
- NFPA 10 – Standard for Portable Fire Extinguishers
- NFPA 13 – Standard for the Installation of Sprinkler Systems
- NFPA 17 – Standard for Dry Chemical Extinguishing Systems
- NFPA 25 – Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
- NFPA 72 – National Fire Alarm and Signaling Code
- NFPA 409 – Standard on Aircraft Hangars
- Any additional NFPA standards applicable to the systems serviced under this Agreement.

Where conflicts exist, the more stringent requirement shall govern.

III. CONTRACTOR QUALIFICATIONS

The Contractor shall possess demonstrated experience performing inspection, testing, maintenance, and repair of commercial and aircraft hangar fire protection systems of similar size and complexity.

Throughout the term of the Agreement, the Contractor shall:

- Maintain a valid California C-16 Fire Protection Contractor License, hold Fire Sprinkler Fitter Certification, AES Certificate of Registration
- Compliance and State Reporting Requirements; Standardized AES Forms: AES 2, AES 7 & AES 8
- FAA & local Fire Authority (AHJ) Rules: A copy of these completed forms must be provided to the airport manager and forwarded directly to the local fire authority having jurisdiction (AHJ) within 30 days of the inspection
- Maintain all business licenses required by federal, state, and local law.
- Employ qualified personnel to inspect and test the systems specified in this Scope of Work.
- Ensure inspection personnel possess appropriate NICET certification, manufacturer certification, or equivalent qualifications applicable to the systems being serviced.
- Maintain all insurance required by the Agreement.

IV. SCOPE OF SERVICES

The Contractor shall perform all inspections, testing, preventive maintenance, and related services required by applicable codes and standards for all fire protection systems identified within this Scope of Work.

Services include, but are not limited to:

- Wet pipe sprinkler systems
- Deluge systems
- AFFF foam-water systems
- Fire pumps
- Fire alarm and detection equipment
- Associated valves, piping, gauges, supervisory devices, controls, and accessories

The Contractor shall inspect all components required by applicable NFPA standards, whether or not each component is specifically listed in this Scope of Work.

V. SCHEDULING AND COORDINATION

All routine work shall be coordinated with the Agency's designated representative.

Testing that may impair fire protection systems, activate alarms, interrupt airport operations, or require monitoring services to be placed in test mode shall be scheduled with the Agency no fewer than five (5) business days in advance unless otherwise approved.

The Contractor shall coordinate with the Agency and any third-party monitoring company before initiating testing and shall ensure all systems are returned to normal operating condition immediately upon completion.

VI. SYSTEM IMPAIRMENTS

If any fire protection system must be temporarily impaired to perform testing or maintenance, the Contractor shall:

- Notify the Agency before impairing any system.
- Minimize the duration of the impairment.
- Maintain site safety throughout the impairment period.
- Restore the system to full operational status immediately upon completion of work.
- Immediately notify the Agency if any system cannot be restored to service.

VII. INSPECTION REPORTS

The Contractor shall provide a comprehensive written report for each inspection, test, or maintenance visit.

Reports shall include, at a minimum:

- Date and time of service
- Facility or building serviced
- Systems inspected
- Technician name(s)
- License number(s), if applicable
- Certification information
- Tests performed
- Measured test results
- Comparison with previous inspection results, when applicable
- Deficiencies identified
- Recommended corrective actions
- Photographs of deficiencies, when appropriate
- Confirmation that all systems were restored to normal operating condition
- Quotes for identified deficiencies

Reports shall be submitted electronically in PDF format within two (2) business days following completion of the work.

VIII. DEFICIENCIES

All deficiencies identified during inspection or testing shall be documented and classified as one of the following:

- **Critical** – Conditions requiring immediate corrective action due to significant impairment of the fire protection system that creates or may create a hazard to life or property.
- **High Priority** – Conditions that may adversely affect system performance and should be corrected promptly.
- **Routine** – Maintenance or repair items not requiring immediate action.
- **Observation** – Conditions noted for monitoring or future maintenance.

The Contractor shall immediately notify the Agency upon discovery of any Critical and high priority deficiencies.

IX. CORRECTIVE REPAIRS

Unless specifically authorized in writing by the Agency, the Contractor shall not perform repairs outside the scope of this Agreement.

When deficiencies requiring repair are identified, the Contractor shall submit a written quotation within 2 business days of inspection describing:

- The deficiency
 - Recommended corrective action
 - Estimated labor hours
 - Material costs
 - Total repair cost
 - Estimated completion schedule
-

X. ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with all applicable federal, state, and local environmental regulations.

Water, foam concentrate, AFFF, contaminated rinse water, sediment, and other waste generated during testing shall be contained, collected, transported, and disposed of in accordance with all applicable local, state, and federal environmental requirements.

No contaminants shall be permitted to enter the Airport storm drain system.

XI. HOUSEKEEPING

The Contractor shall maintain work areas in a clean and orderly condition throughout the performance of services.

Upon completion of work, the Contractor shall remove all debris, waste materials, equipment generated during performance of the work, and return the facility to original condition.

XII. EMERGENCY RESPONSE

The Contractor shall acknowledge emergency service requests within **thirty (30) minutes** of notification.

Qualified personnel shall arrive on-site within four (4) hours of contractor acknowledgement, unless otherwise approved by the Agency.

Emergency response shall be available twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.

XIII. WARRANTY

The Contractor shall warrant all workmanship associated with repairs performed under this Agreement for a period of one (1) year from the date of completion unless a longer manufacturer's warranty applies.

ATTACHMENT A

WET PIPE FIRE PROTECTION SYSTEMS

I. PURPOSE

The purpose of this section is to establish the minimum requirements for the inspection, testing, and preventive maintenance of wet pipe fire sprinkler systems to ensure continued compliance with applicable codes and standards and to verify that each system remains fully operational and capable of performing its intended fire protection function.

All work shall be performed in accordance with the General Requirements of this Scope of Work.

II. SCOPE OF SERVICES

The Contractor shall perform all inspections, testing, preventive maintenance, and related services required by the California-adopted editions of NFPA 25, the California Fire Code (CFC), and all other applicable codes and standards.

The Contractor shall inspect, test, and maintain all wet pipe fire protection system components, including, but not limited to:

- Sprinkler heads
- Branch lines and mains
- Risers
- Alarm valves
- Check valves
- Control valves
- Main drain assemblies
- Inspector's test connections
- Pressure gauges
- Waterflow switches
- Valve supervisory (tamper) switches
- Pressure switches
- Pipe hangers and seismic bracing
- Pipe fittings and supports

- Backflow prevention devices (visual inspection only unless otherwise specified)
- System signage and identification
- Associated supervisory and alarm devices
- All fire suppression system-related controls

Inspection frequencies shall meet or exceed the requirements established by NFPA 25.

III. INSPECTION AND TESTING REQUIREMENTS

At a minimum, the Contractor shall perform all inspections and tests required by NFPA 25 for the applicable inspection frequency.

Services shall include, but are not limited to:

Control Valves

- Verify valves are in the proper operating position.
 - Verify valves are properly secured and supervised.
 - Inspect for leakage, corrosion, damage, or obstruction.
 - Exercise valves where required by NFPA 25.
-

Main Drain Test

Perform a main drain test and compare results to previous inspections to identify possible deterioration of the water supply or obstruction within the system.

Document:

- Static pressure
 - Residual pressure
 - Drain time
 - Any significant deviation from previous test results
-

Gauges

Inspect all gauges for:

- Physical damage

- Corrosion
- Proper pressure readings
- Current calibration or replacement date as required by NFPA 25

Replace gauges requiring replacement only upon written authorization from the Agency unless otherwise included under this Agreement.

Alarm Valve Assemblies

Inspect and test alarm valve assemblies to verify proper operation.

Testing shall include verification of:

- Mechanical operation
 - Alarm initiation
 - Waterflow indication
 - Associated supervisory devices
-

Waterflow Devices

Test all waterflow switches to verify proper activation and transmission of alarm signals to the fire alarm system.

Valve Supervisory Devices

Test all tamper switches to verify proper supervisory signal transmission.

Sprinkler System Components

Visually inspect accessible sprinkler system components for:

- Physical damage
- Corrosion
- Leaks
- Obstructions
- Improper storage clearances

- Painted, loaded, or damaged sprinkler heads
 - Missing escutcheons
 - Evidence of freezing or mechanical damage
-

Pipe Supports

Inspect accessible piping, hangers, sway bracing, seismic bracing, and supports for signs of:

- Corrosion
 - Damage
 - Loose connections
 - Missing hardware
 - Structural deficiencies
-

IV. DEFICIENCIES

Any deficiencies identified during inspection shall be documented in accordance with Section 8.0 (Deficiencies) of the General Requirements and provided to the Agency within 2 business days.

Critical and High Priority deficiencies affecting system operation shall be immediately reported to the Agency.

The Contractor shall not perform corrective repairs without prior written authorization unless necessary to eliminate an immediate life safety hazard and specifically directed by the Agency.

V. REPORTING

Inspection reports shall include, at a minimum:

- Building or facility name
- Inspection date
- Technician name
- Tests performed
- Pressure readings
- Main drain test results

- Alarm valve test results
 - Waterflow test results
 - Valve supervisory test results
 - Deficiencies identified
 - Comparison with previous inspection results
 - Recommended corrective actions
 - Photographs of critical and high priority deficiencies, unless otherwise approved by the Agency
-

VI. EXCLUSIONS

Unless specifically identified elsewhere in this Agreement, the following are excluded from this Scope of Work:

- Underground fire service mains located between structures
 - Water storage tanks
 - Corrective repairs not specifically authorized by the Agency
 - Replacement of damaged system components unless approved in writing by the Agency
-

VII. RESTORATION OF SYSTEM

Upon completion of testing and inspection, the Contractor shall:

- Restore all valves to their normal operating position
- Verify all alarms, supervisory devices, and monitoring equipment are functioning properly
- Restore all fire protection systems to normal service
- Remove all tools, materials, debris from the work area, and return the facility to original condition
- Notify the Agency that testing has been completed and the system has been returned to service

ATTACHMENT B

DELUGE FIRE PROTECTION SYSTEMS

I. PURPOSE

The purpose of this section is to establish the minimum requirements for the inspection, testing, and preventive maintenance of deluge fire protection systems to ensure continued compliance with applicable codes and standards and to verify that each system remains fully operational and capable of performing its intended fire protection function.

All work shall be performed in accordance with the General Requirements of this Scope of Work.

II. SCOPE OF SERVICES

The Contractor shall inspect, test, and maintain all deluge fire protection systems in accordance with the California-adopted editions of NFPA 25, NFPA 72, NFPA 409, the California Fire Code (CFC), and all other applicable codes and standards.

Services shall include all labor, equipment, testing devices, supervision, and incidental materials necessary to inspect and verify proper operation of all system components.

Inspection and testing shall include, but not be limited to:

- Deluge valves
- Release control panels
- Automatic detection devices
- Manual release stations
- Solenoid valves
- Pneumatic and hydraulic release devices
- Alarm initiating devices
- Waterflow devices
- Pressure gauges
- Valve supervisory devices
- Control valves
- Piping and fittings
- Discharge nozzles

- Pipe supports and seismic bracing
- Associated electrical components
- Auxiliary drains
- System identification signage

The Contractor shall inspect all components required by applicable NFPA standards whether or not specifically listed herein.

III. INSPECTION REQUIREMENTS

The Contractor shall perform all inspections and testing at the frequencies required by NFPA 25 and applicable manufacturer recommendations.

Inspection activities shall include verification that:

- Deluge valves operate properly
 - Control valves remain in their required operating positions
 - Valve supervisory devices function correctly
 - Pressure gauges are free from damage and display normal operating pressure
 - Gauges are current in accordance with NFPA 25 replacement requirements
 - Valve enclosures are adequately protected from freezing and environmental damage
 - Piping is free of leaks, corrosion, mechanical damage, and unsupported sections
 - Pipe hangers and seismic bracing remain secure
 - Discharge nozzles are free from obstruction, corrosion, paint, insects, or foreign material
 - Manual release stations are accessible and properly identified
 - Electrical components are secure, clean, and free from deterioration
 - Detection circuits function to manufacturer standards
 - Alarm signals transmit correctly to the fire alarm system
-

IV. FUNCTIONAL TESTING

Functional testing shall include all testing required by NFPA 25 and NFPA 72 to verify proper operation of the complete deluge system.

Testing shall verify proper operation of:

- Deluge valve release
- Detection devices
- Manual release stations
- Supervisory devices
- Alarm initiating devices
- Waterflow alarms
- Solenoid valves
- Control panels
- Signal transmission to the monitoring system
- Valve reset procedures

Where practical, testing shall be conducted without discharge of water or foam concentrate.

V. WATER DISCHARGE TESTING

Water discharge testing shall only be performed when required by applicable NFPA standards or specifically authorized by the Agency.

Whenever water discharge testing is performed:

- Contractor shall notify the Agency prior to any water and/or foam discharge testing
 - Water shall be directed away from occupied facilities and Airport operations
 - Contractor shall provide all temporary hoses, piping, barriers, and traffic control necessary to safely conduct testing
 - Storm drain inlets shall be protected before testing begins
 - Contractor shall prevent sediment, debris, contaminants, or pollutants from entering the Airport storm drainage system
 - Contractor shall clean affected paved surfaces immediately following testing
 - Any damage resulting from testing activities shall be repaired by the Contractor at no additional cost to the Agency
-

VI. AFFF / FOAM DISCHARGE

Unless specifically authorized in writing by the Agency and required by applicable testing standards, foam concentrate or foam solution shall not be discharged during routine inspection and testing.

If foam discharge is required:

- Contractor shall notify the Agency prior to any water and/or foam discharge testing
 - Contractor shall provide all containment equipment
 - Foam concentrate, foam solution, rinse water, and contaminated materials shall be collected as waste
 - All waste shall be transported and disposed of in accordance with applicable federal, State of California, and local environmental regulations
 - Under no circumstances shall foam concentrate, foam solution, or contaminated rinse water be discharged into the Airport storm drain system
-

VII. DEFICIENCIES

Deficiencies identified during inspection shall be documented in accordance with the General Requirements.

Conditions that impair operation of the deluge system shall be reported immediately to the Agency.

The Contractor shall provide recommendations for corrective action within two business days of inspection but shall not perform repairs without prior written authorization.

VIII. REPORTING

Inspection reports shall include:

- Facility name
- System identification
- Inspection date
- Technician name
- Tests performed
- Detection devices tested
- Valve testing results
- Alarm testing results

- Pressure readings
- Water discharge testing results, if performed
- Deficiencies identified
- Recommended corrective actions
- Comparison with previous inspection results
- Photographs of critical and high priority deficiencies, unless otherwise approved by the Agency

Reports shall be submitted electronically within two (2) business days following completion of the work.

IX. EXCLUSIONS

Unless otherwise identified in this Agreement, the following are excluded:

- Corrective repairs not specifically authorized by the Agency.
 - System modifications.
 - Replacement of equipment not specifically included within this Agreement.
 - Environmental remediation beyond cleanup of Contractor-generated waste.
 - Modifications required due to code changes enacted after contract award unless specifically authorized by the Agency.
-

X. RESTORATION OF SYSTEM

Upon completion of testing, the Contractor shall:

- Reset all deluge valves.
- Restore all control panels to normal operating condition.
- Verify all supervisory and alarm signals have cleared.
- Return all valves to their normal operating positions.
- Confirm system readiness with the Agency.
- Remove all temporary equipment, barriers, hoses, containment devices, and debris from the work area.

BUILDING INVENTORY

Building	System Type	Fire Pump	Foam System	Alarm Panel	Notes
Hangar 674	Deluge/AFFF	Yes	Yes	Notifier Fire Alarm Panel	Annual Foam Test UV/IR Detection
Hangar 795	Wet Pipe	Yes	No	Notifier Fire Alarm Panel	Wet pipe inspection
Hangar 763	Deluge/AFFF	Yes	Yes	Notifier Fire Alarm Panel	Annual Foam Test
Sheriff's Hangar	Deluge/AFFF	Yes	Yes	Notifier Fire Alarm Panel	Annual Foam Test

APPENDIX A

INSPECTION, TESTING, AND PREVENTIVE MAINTENANCE FREQUENCIES

I. GENERAL

The Contractor shall perform all inspection, testing, and preventive maintenance services at the frequencies required by the California-adopted editions of the applicable NFPA standards, the California Fire Code (CFC), the California Code of Regulations (CCR), and manufacturer recommendations.

The frequencies listed below represent the minimum service requirements. If applicable codes, manufacturer recommendations, or Authority Having Jurisdiction (AHJ) requirements are more stringent, the Contractor shall comply with the more stringent requirement at no additional cost to the Agency.

The Contractor is responsible for scheduling all required inspections and ensuring that no required inspection or test is omitted during the term of the Agreement.

II. PREVENTATIVE MAINTENANCE SCHEDULE AND INSPECTION FREQUENCIES

Inspection Frequency	Typical Requirements
Bi-Weekly	Fire pump visual inspections, controller status, pump room conditions, pressure readings, diesel engine status (where applicable).

Inspection Frequency	Typical Requirements
Monthly	Control valves, gauges, alarm valves, sprinkler system components, fire pump components, batteries, detection equipment, supervisory devices, valve positions, tank levels, and visual inspection of foam systems.
Quarterly	Waterflow alarm devices, supervisory devices, alarm transmission, valve inspections, releasing devices, detection devices, and fire alarm interface components as required by NFPA standards.
Semi-Annual	Deluge valve inspections, releasing systems, foam system components, selected alarm and detection testing, and other inspections required by applicable NFPA standards.
Annual	Complete inspection and testing of all water-based fire protection systems, fire pumps, foam systems, fire alarm initiating devices, control panels, batteries, supervisory devices, manual release stations, detection systems, sprinkler inspections, and all testing required by applicable NFPA standards.
Three-Year	Fire pump flow testing (where applicable), performance curve comparison, and other inspections required by NFPA standards.
Five-Year	Internal pipe inspections, obstruction investigations, standpipe inspections (if applicable), internal valve inspections, foam system inspections, and other inspections required by NFPA standards.

III. FIRE PUMP REQUIREMENTS

The Contractor shall perform all inspections and testing required by NFPA 25, including, but not limited to:

- Weekly visual inspections
- Weekly pump operation (where required)
- Monthly diesel engine inspections
- Annual flow testing
- Three-year performance testing
- Controller and timer inspections
- Jockey pump inspections
- Relief valve inspections

- Battery testing
 - Fuel system inspections
 - Cooling system inspections
 - Lubrication system inspections
-

IV. WET PIPE SPRINKLER SYSTEMS

The Contractor shall perform all inspections and testing required by NFPA 25, including but not limited to:

- Control valves
 - Main drain tests
 - Waterflow alarms
 - Valve supervisory devices
 - Alarm valves
 - Pressure gauges
 - Sprinkler heads
 - Pipe supports
 - Seismic bracing
 - Pipe condition
 - Auxiliary drains
 - Inspector's test connections
-

V. DELUGE SYSTEMS

Inspection and testing shall include as required by NFPA 25:

- Deluge valves
- Detection systems
- Manual release stations
- Solenoid valves
- Pressure switches

- Supervisory devices
 - Waterflow devices
 - Alarm transmission
 - Piping
 - Nozzles
 - Pipe supports
 - Control panels
 - Valve operation
-

VI. FOAM (AFFF) SYSTEMS

Inspection and testing shall include as required by NFPA 25:

- Foam concentrate storage tanks
 - Bladder tanks
 - Proportioners
 - Foam concentrate levels
 - Foam concentrate quality testing
 - Foam ratio testing
 - Manual release stations
 - Detection systems
 - Foam discharge devices
 - Foam piping
 - Control valves
 - Strainers
 - Sight glasses
 - Alarm interfaces
-

VII. FIRE ALARM & DETECTION SYSTEMS

Inspection and testing shall include as required by NFPA 72:

- Fire alarm control panels
- Manual pull stations
- Heat detectors
- Linear heat detection
- UV/IR detectors
- Notification appliances
- Trouble signals
- Supervisory signals
- Battery testing
- Charger testing
- Power supplies
- Interface modules
- Signal transmission
- Circuit integrity testing

VIII. REPORTING REQUIREMENTS

Following each inspection, the Contractor shall submit a written report documenting:

- Date of inspection
- Facility inspected
- Systems inspected
- Inspection frequency performed
- Tests completed
- Test results
- Equipment deficiencies
- Recommended corrective actions
- Photographs of critical and high priority deficiencies, unless otherwise approved by the Agency

- Confirmation that all systems were restored to normal operating condition

Reports shall be submitted electronically in PDF format within two (2) business days following completion of the work.

IX. MISSED OR ADDITIONAL INSPECTIONS

If changes to applicable codes or standards require additional inspections or testing during the contract term, the Contractor shall promptly notify the Agency in writing. No additional work outside the agreed-upon scope shall be performed without prior written authorization from the Agency.

H. PROPOSAL CONTENT

I. Proposal Format and Content in the following order:

- a. Completed Proposal Checklist;
- b. Company Information Sheet (Exhibit A) - 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.
- c. Company Information Sheet for Sub-contractor/Sub-consultant if applicable;
- d. Contractor information sheet: 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. Completed W-9 Request for Taxpayer Identification Number & Certification;
- f. Completed Schedule of Values Sheet (Exhibit B);
- g. If necessary, a detailed rate sheet in addition to the Schedule of Values Sheet;
- h. Licenses, Permits and/or Certifications, include all RFP addenda with Proposal, if any;
- i. References;
- j. Completed Statement of Certification section;
- k. Signature of a person authorized to bind Contractor to the terms of the proposal and the (Non-Conclusion Affidavit).

II. Technical Proposal

- a. Qualifications, Related Experience, and References:
This section of the proposal shall demonstrate the Contractor's ability to satisfactorily perform the required services. The Contractor should provide information regarding its experience performing similar work, demonstrated competence in the services to be provided, educational and professional qualifications, financial strength and stability, staffing capacity, current workload, history of meeting schedules and deadlines on similar projects, and references from clients for whom similar services have been provided.
- b. Fee Proposal:
Contractor shall complete and sign the Schedule of Values on Exhibit C in its entirety and include it in proposal. If applicable, Contractor shall include a completed rate sheet.
- c. Sample PSA: Contractor shall provide a copy of their proposed Agreement showing all proposed terms and conditions. Such Agreement may form a portion of the criteria upon which award will be based. The successful Contractor shall be required to execute the Agreement in Section M, Sample Professional Services Agreement.

III. Cost and Bid Sheets

- a. Contractor shall complete the Schedule of Values 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. Any other applicable rate sheets that may be required for this RFP must be completed in its entirety.

IF SCHEDULE OF VALUES / DETAILED RATE SHEETS ARE SUBMITTED INCOMPLETE OR DO NOT COMPLY WITH THE FORM REQUIREMENTS, CONTRACTOR WILL BE CONSIDERED UNRESPONSIVE AND WILL BE DISQUALIFIED AS A PARTICIPANT OF THIS RFP

- b. Non-Collusion Affidavit: Contractor shall complete and sign the non-collusion affidavit and submit the proposal.

I. PROPOSAL CHECKLIST FOR CONTRACTOR AND REQUIRED DOCUMENTS

I. 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.	Completed Proposal Checklist	
2.	Company Information Sheet (Exhibit A)	
3.	Company Information Sheet for Sub-contractor/Sub- consultant Vendor/Supplier if applicable (Exhibit B)	
4.	Contractor Information Sheet	
5.	W-9 Request for Taxpayer Identification Number & Certification	
6.	Schedule of Values (Exhibit C) and if applicable, detailed rate sheet	
8.	Licenses, Permits and/or Certifications (including copies of actual license) & RFP Addenda, if any	
9.	References	
10.	Completed Statement of Certification	
11.	Non-Collusion Affidavit	

RFP: 26-27_002 FIRE SUPPRESSION SYSTEM PREVENTATIVE MAINTENANCE, REPAIRS AND INSPECTION 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 _____, 2026, in _____, _____.

[Month] [City] [State]

Print Title: _____

LEGAL NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

WEBSITE: _____ EMAIL: _____

TYPE OF BUSINESS (Check One):

- | | |
|--|--|
| ☐ CORPORATION | ☐ LIMITED LIABILITY COMPANY |
| ☐ PARTNERSHIP | ☐ JOINT VENTURE |
| ☐ INDIVIDUAL | |
| ☐ INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME | |
| ☐ OTHER _____ | |

STATE OF INCORPORATION OR FORMATION:

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

_____	_____
_____	_____
_____	_____
_____	_____

(List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies):

[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]

RFP: 26-27_002 FIRE SUPPRESSION SYSTEM PREVENTATIVE MAINTENANCE, REPAIRS AND INSPECTION SERVICES**SUBCONTRACTOR/SUBCONSULTANT VENDOR/SUPPLIER****DECLARATION**

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

Completed and executed this ____ day of _____, 2026, in _____, _____.

[Month] [City] [State]

By: _____ Print Name: _____

Print Title: _____

LEGAL NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

WEBSITE: _____ EMAIL: _____ TYPE

OF BUSINESS (Check One):

- | | |
|--|--|
| ☐ CORPORATION | ☐ LIMITED LIABILITY COMPANY |
| ☐ PARTNERSHIP | ☐ JOINT VENTURE |
| ☐ INDIVIDUAL | |
| ☐ INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME | |
| ☐ OTHER _____ | |

STATE OF INCORPORATION OR FORMATION:

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

(List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies):

Name**Title**

_____	_____
_____	_____
_____	_____

[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]

**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY Execution
of Legal Documents:**

The Company has authorized and hereby designates the following individual(s) to execute legal documents on behalf of Company, including but not limited to contract documents, Proposals, and related documents:

Name	Title

IDENTIFICATION OF PRINCIPAL(S) / OFFICER(S) / REPRESENTATIVE(S) OF COMPANY –

Representative and/or Management Capacity:

The Company has authorized and hereby designates the following individual(s) to serve in a representative and/or management capacity on behalf of Company relating to the concerned project, contract document, lease document, development document, or any other legal document or agreement, including but not limited to manager, project manager, site manager, etc.

Name	Title

[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]

IV. Contractor Information

Contractor's Company Name:	
DBA if applicable:	
Address on W-9:	
Remit-to Address (if different than W-9):	
ACH information:	Checking or Savings (circle one) Account no.: _____ Bank Name:
Name/phone/email of Authorized Representative	Name: Office: () Mobile: () e-mail address:
Company's AP Contact email address:	
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 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:	
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 (provide Addenda No. & date received by Agency):	

In signing this proposal, Contractor warrants that all certifications and documents requested herein are attached and properly completed and signed.

V. References

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

1. Name of Agency: _____

Contact Name: _____

Address: _____

Phone Number/e-mail: _____

Dates of Service Provided (from-through): _____

2. Name of Agency: _____

Contact Name: _____

Address: _____

Phone Number/e-mail: _____

Dates of Service Provided (from-through): _____

3. Name of Agency: _____

Contact Name: _____

Address: _____

Phone Number/e-mail: _____

Dates of Service Provided (from-through): _____

4. Name of Agency: _____

Contact Name: _____

Address: _____

Phone Number/e-mail: _____

Dates of Service Provided (from-through): _____

5. Name of Agency: _____

Contact Name: _____

Address: _____

Phone Number/e-mail: _____

Dates of Service Provided (from-through): _____

Enter "Present" if still providing the services. Example: 7/1/2021-present)

VI. Statement of Certification

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

a. The offer made in the proposal is firm and binding for ninety (90) days from the date the proposal is opened and recorded.

X _____
Initial here

b. 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.

X _____
Initial here

c. All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the AGENCY to pursue any remedy by law.

X _____
Initial here

d. Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.

X _____
Initial here

e. Proposer agrees to provide the AGENCY with any other information the AGENCY determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and

X _____
Initial here

f. Proposer, if selected will comply with all applicable rules, laws and regulations.

X _____
Initial here

g. 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.

X _____
Initial here

vi. 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

Print Name

Title

Party Submitting Proposal

J. SCHEDULE OF VALUES

RFP # 26-27_002 FIRE SUPPRESSION SYSTEM PREVENTATIVE MAINTENANCE, REPAIRS AND INSPECTION SERVICES

Schedule of Values

Provide all labor, materials, and/or equipment for completion of the following line items:

Line Item No.	Description	QTY	Unit	Year 1 (2027/2028)	Year 2 (2028/2029)	Optional Year 3 (2029/2030)	Optional Year 4 (2030/2031)
ANNUAL INSPECTIONS (Agency will not require annual inspections until after the initial six (6) month term is successfully completed by awarded Contractor)							
1	Main Pump House	1	YR	\$ -	\$ -	\$ -	\$ -
2	Pump House 666	1	YR	\$ -	\$ -	\$ -	\$ -
3	Hangar 674	1	YR	\$ -	\$ -	\$ -	\$ -
4	Hangar 763	1	YR	\$ -	\$ -	\$ -	\$ -
5	Sheriff's Hangar	1	YR	\$ -	\$ -	\$ -	\$ -
WEEKLY, QUARTERLY, AND MONTHLY INSPECTION & PREVENTATIVE MAINTENANCE COSTS (All inclusive) Awarded Contractor to provide breakdown cost of these line items							
6	Main Pump House	1	YR	\$ -	\$ -	\$ -	\$ -
7	Pump House 666	1	YR	\$ -	\$ -	\$ -	\$ -
8	Hangar 674	1	YR	\$ -	\$ -	\$ -	\$ -
9	Hangar 763	1	YR	\$ -	\$ -	\$ -	\$ -
10	Sheriff's Hangar	1	YR	\$ -	\$ -	\$ -	\$ -
PROPOSERS HOURLY SERVICE RATE LISTING FOR FIRE ALARM							
11	Call-out Rate	1	HR	\$ -	\$ -	\$ -	\$ -
12	Normal Business Hours, Hourly Rate	1	HR	\$ -	\$ -	\$ -	\$ -
13	After-hours, Hourly Rate	1	HR	\$ -	\$ -	\$ -	\$ -
14	Weekend On-Call, Hourly Rate	1	HR	\$ -	\$ -	\$ -	\$ -
15	Holiday On-Call, Hourly Rate	1	HR	\$ -	\$ -	\$ -	\$ -
16	Emergency Call-out Hourly Rate	1	HR	\$ -	\$ -	\$ -	\$ -
PROPOSERS HOURLY SERVICE RATE LISTING FOR SPRINKER							
17	Call-out Rate	1	HR	\$ -	\$ -	\$ -	\$ -
18	Normal Business Hours, Hourly Rate	1	HR	\$ -	\$ -	\$ -	\$ -
19	After-hours, Hourly Rate	1	HR	\$ -	\$ -	\$ -	\$ -
20	Weekend On-Call, Hourly Rate	1	HR	\$ -	\$ -	\$ -	\$ -
21	Holiday On-Call, Hourly Rate	1	HR	\$ -	\$ -	\$ -	\$ -
22	Emergency Call-out Hourly Rate	1	HR	\$ -	\$ -	\$ -	\$ -
ALL OTHER RATE LISTINGS AS APPLICABLE							
23	Vehicle Fee(s) <i>If applicable</i>	1	EA	\$ -	\$ -	\$ -	\$ -
24	Parts/Supply Mark-up %	1	EA				
25	Equipment Fee(s) <i>If applicable</i>	1	EA	\$ -	\$ -	\$ -	\$ -
26	Misc. Tool Fee(s) <i>If applicable</i>	1	EA	\$ -	\$ -	\$ -	\$ -
27	Additional Costs (Specify Below):			\$ -	\$ -	\$ -	\$ -
Total Cost:				\$0.00	\$0.00	\$0.00	\$0.00

****Please note:**** This form must be completed in its entirety. Failure to provide all required information may result in the Contractor's bid being deemed ****non-responsive**** and rejected. If additional rate sheets are necessary to provide the required pricing information, the Contractor may attach them to this form.

COLUMN TOTAL: The total for each year must include the combined cost of *Line Items 1 through 10* for respective year.

X
Contractor Signature

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**CONTRACT SERVICES AGREEMENT**

[CONTRACTOR NAME]

This AGREEMENT FOR CONTRACTOR SERVICES (the "Agreement") is made and entered into _____, 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").

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

1. **SUPERVISION OF CONTRACTOR.** The SBIAA staff designated in **Exhibit B** shall be responsible for the direction of any services to be performed by the Contractor and any Subcontractor to the Contractor under this Agreement. The Contractor shall not undertake any services under the terms of this Agreement unless instructed to do so by one of the staff members designated in Exhibit B. No other staff member is authorized by the SBIAA to request services from the Contractor.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date first appearing in this Agreement and shall automatically terminate on _____ (the "Term"). The SBIAA reserves the right through the actions of the Chief Executive Officer of the SBIAA to terminate this Agreement at any time either with or without cause and at the sole convenience of the SBIAA upon delivery of notice of termination to the Contractor in accordance with Section 12; provided, however, that upon the effective date of any such termination, the SBIAA shall be responsible to pay and/or reimburse the Contractor for all services, materials and supplies as may have been furnished to the SBIAA through such termination date in accordance with the Scope of Services as referenced in Section 3.

3. **CONTRACTOR SCOPE OF SERVICES.** The SBIAA hereby retains the Contractor to provide the consulting services set forth in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference. The Contractor hereby agrees to perform the services set forth in the Scope of Services in accordance with the terms of this Agreement. The Contractor shall perform the services as set forth in said Scope of Services within the time periods to be identified by the appropriate SBIAA representative.

4. **PAYMENT BY SBIAA FOR WORK PERFORMED BY CONTRACTOR.**

A. The SBIAA shall compensate the Contractor in an aggregate amount not to exceed _____ **Dollars (\$ __, __)** for the Term of this Agreement.

B. The compensation designated in subsection 4. A shall be the Total Fee for the performance of the services and the delivery of the final work product materials, if any, as set forth in the Scope of Services. The Total Fee shall include, but not be limited to, the salaries of all Subcontractors retained by the Contractor and all employees of the Contractor to perform services pursuant to this Agreement and shall be inclusive of all costs and expenses incurred for mileage, travel, graphics, telephone, printing, fax transmission, postage, copies and such other expenses related to providing the services set forth in Exhibit A.

C. The Contractor shall invoice the SBIAA for services performed by the Contractor under this Agreement each calendar month during the Term of this Agreement.

D. The Contractor shall submit invoices under this Agreement to:

San Bernardino International Airport Authority
Attention: Chief Executive Officer
1601 E. Third Street, Suite 100
San Bernardino, CA 92408

E. Each invoice of the Contractor shall set forth the time and expenses of the Contractor incurred in performance of the Scope of Services, during the period of time for which the invoice is issued. Each invoice of the Contractor shall clearly set forth the names of the individual personnel of the Contractor and any individual Subcontractor utilized by the Contractor, during the time period covered by the invoice, a description of the services rendered on a daily basis by each named individual during such time period, the respective hourly rates of each named individual and the actual time expended by each named individual. Each invoice of the Contractor shall be accompanied by copies of all third party invoices for other direct costs incurred and paid by the Contractor during such time period. SBIAA shall pay all amounts set forth on the invoices of the Contractor and approved by the authorized SBIAA staff personnel who requested the services, within thirty (30) days of such approval.

5. RECORDS RETENTION. Records, maps, field notes and supporting documents and all other records pertaining to the use of funds paid to the Contractor hereunder shall be retained by the Contractor and available to the SBIAA for examination and for purposes of performing an audit for a period of five (5) years from the date of expiration or termination of this Agreement or for a longer period, as required by law. Such records shall be available to the SBIAA and to appropriate county, state or federal agencies and officials 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, 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.

6. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the SBIAA, its officers, employees, representatives, and agents from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorney fees, for injury or damage of any type claimed as a result of the acts or omissions of the Contractor, its officers, employees, subcontractors and agents, arising from or related to performance by the Contractor of the services required under this Agreement.

7. INSURANCE. The Contractor shall maintain insurance as set forth in this Section 7 throughout the Term of this Agreement. The Contractor shall remain liable to the SBIAA pursuant to Section 6 above to the extent the Contractor is not covered by applicable insurance for all losses and damages incurred by the SBIAA that are caused directly or indirectly through the actions or inactions, willful misconduct or negligence of the Contractor in the performance of the services by the Contractor pursuant to this Agreement. These insurance policies must be issued by an insurance company or companies authorized to do business in the State of California and maintain an AM Best rating of A (V) or better. Such insurance coverages shall be as follows:

(1) 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.

(2) Automobile Insurance. The Contractor and each of its subcontractors shall maintain comprehensive automobile liability insurance for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

(3) Commercial General Liability Insurance. The Contractor shall maintain general liability insurance with no exclusions or limitations relating to SBIAA Premises or Operations, written on an "Occurrence" policy form. "Claims Made" coverage will not be acceptable to the SBIAA unless such coverages have been fully disclosed by the Operator, and reviewed by the SBIAA prior to the execution of this Agreement. The SBIAA reserves the right to refuse any "Claims Made" policy form. All Commercial General Liability Insurance policies shall provide coverage for bodily injury and property damage, including death, arising out of or relating to the products and/or services provided by the Contractor under this agreement. Limits of insurance shall not be less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

(4) Additional Insured Endorsement. The "San Bernardino International Airport Authority" shall be named by endorsement as an "Additional Insured" under the Contractor's Commercial General Liability Insurance Coverage. The Additional Insured Endorsement must be on ISO Form CG 20 10 07 04 or an available equivalent acceptable to the SBIAA, with such modifications as the SBIAA may require. The Contractor's general liability coverage shall be primary.

(5) Prior to the commencement of any work by the Contractor, the Contractor shall deliver to the SBIAA all "Certificates of Insurance" evidencing the existence of the insurance coverage required herein. All coverages shall remain in full force and effect continuously throughout the Term of this Agreement. Each policy of insurance that 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.

(6) Certificate Holder. The Certificate Holder shall read as follows:

San Bernardino International Airport Authority
Attention: Chief Executive Officer
1601 E. Third Street, Suite 100
San Bernardino, CA 92408

8. OWNERSHIP AND REUSE OF DOCUMENTS AND OTHER MATERIALS AND INFORMATION. All maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents generated by or on behalf of the Contractor for performance of the work set forth in the Scope of Services shall be the sole property of the SBIAA, as of the time of their preparation and payment therefore by the SBIAA, and shall be delivered to the SBIAA upon written request to the Contractor. The Contractor shall not make use of any maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and other materials whether for marketing purposes or for use with other clients when such have become the property of the SBIAA without the prior express written consent of the SBIAA except to the extent that such maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents are readily available to the general public as public records pursuant to State law.

Contractor shall execute, acknowledge and perform any and all acts which shall reasonably be required in order for SBIAA to establish unequivocal ownership of the maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and record, register and procure an issuance in or to SBIAA's rights, title and/or interest.

9. PRESS RELEASES/PUBLICITY. Press or news releases, including photographs or public announcements, or confirmation of the same related to the services to be provided by the Contractor under this Agreement shall only be made by the Contractor with the prior

written consent of the Chief Executive Officer of the SBIAA. Contractor shall not advertise, market or use other promotional efforts that include any data, pictures, or other representations of the SBIAA without the prior written consent of the Chief Executive Officer of the SBIAA.

10. CONFIDENTIALITY OF MATERIALS AND INFORMATION. The Contractor shall keep confidential all reports, survey notes and observations, information, and data acquired or generated in performance of the services set forth in the Scope of Services, which the SBIAA designates confidential. None of such designated confidential materials or information may be made available to any person or entity, public or private, without the prior written consent of the SBIAA. Contractor shall safeguard and not disclose confidential information of the SBIAA including any of the following: (a) patient, trademark or copyright information; (b) personnel information; (c) matters of a technical nature; (d) matters of a business nature; and, (e) other information of a similar nature which is not generally disclosed by the SBIAA, referred to collectively hereafter as "Confidential Information." Contractor further agrees not to use Confidential Information except as may be necessary to perform the services identified in this Agreement for the SBIAA. Upon termination or expiration of this Agreement, or otherwise as requested by the SBIAA, Contractor shall promptly deliver all Confidential Information to the SBIAA, if any, in whatever form, that may be in Contractor's possession or control.

11. DEFAULT AND REMEDIES.

A. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise 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 hereunder.

B. 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 hereunder without delivering the written default notice as specified herein.

C. 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.

D. In the event that a default of any party to this Agreement may remain uncured for more than seven (7) calendar days following receipt of written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to terminate this Agreement upon written notice to the other party, which termination shall be effective immediately upon receipt of such notice, and whether or not this Agreement is terminated, seek any appropriate remedy or damages available under applicable law.

12. TERMINATION.

A. This Agreement may be terminated by either party for any reason by giving the other party fifteen (15) calendar days prior written notice. The SBIAA shall pay the Contractor for all work authorized by the SBIAA and completed, prior to the effective termination date.

B. In the event of a termination of this Agreement under this Section 12, the Contractor shall provide all documents, notes, maps, reports, data or other work product developed in performance of the Scope of Services of this Agreement to the SBIAA, within ten (10) calendar days of such termination and without additional charge to the SBIAA.

13. NOTICE. All notices given hereunder shall be in writing. Notices shall be presented in person or by certified or registered mail using the United States Postal Service, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by United States Mail shall be deemed effective on the third (3rd) business day following the deposit of such Notice with the United States Postal Service. This Section 13 shall not prevent the parties hereto from giving notice by personal service, which shall be deemed effective upon actual receipt of such personal service. Either party may change their address for receipt of written notice by notifying the other party in writing of a new address for delivering notice to such party.

CONTRACTOR: Contractor
Address
City, State and Zip Code

SBIAA: San Bernardino International Airport Authority
Attention: Chief Executive Officer
1601 E. Third Street, Suite 100
San Bernardino, CA 92408

14. COMPLIANCE WITH LAW. The Contractor shall comply with all local, state, and federal laws, including, but not limited to, environmental acts, rules and regulations applicable to the services to be provided by the Contractor under this Agreement. The Contractor shall maintain all necessary licenses and registrations for the lawful performance of the services required of the Contractor under this Agreement.

15. NONDISCRIMINATION. 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 Services of this Agreement. Without limitation, the Contractor hereby certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status of 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.

16. SUBCONTRACTORS AND/OR SUBCONTRACTORS. The Contractor recognizes and agrees that it has the affirmative duty to disclose the company name, company address, names and titles of principals, key management and supervisory personnel of all subcontractors and/or subcontractors, and other persons, entities, agents, representatives and intermediaries (collectively, "Subcontractors") who may be participating in any manner in the Scope of Services to be rendered by the Contractor pursuant to the terms of this Agreement. The definition of Subcontractors shall also include any and all others persons who may attempt to influence any decision intended to be made by the governing body of the SBIAA with regard to the funding, other discretionary actions or additional approvals associated with this Agreement and the Scope of Services whether or not such other parties are seeking compensation from the Contractor in furtherance of the Scope of Services pursuant to this Agreement. All such Subcontractors shall be disclosed in writing by the Contractor to the Assistant Secretary of the SBIAA Commission, immediately upon Contractor entering into any agreement or contract, either written or oral, with each such Subcontractor. It is the obligation of the Contractor to so disclose to the Assistant Secretary of the Commission any and all Subcontractors, as defined above, throughout the Term of this Agreement. Failure on behalf of the Contractor and/or its agents, representatives and intermediaries to comply with this Section 16 shall result in the inability of SBIAA staff to authorize and/or submit to the SBIAA governing body any amendments, change orders, extensions of time, etc., relative to this Agreement.

The Contractor acknowledges the obligations as set forth in this Section 16 by the initials of the agent signing on behalf of the Contractor appearing below:

(initial here)

17. CONTRACTOR AND EACH SUBCONTRACTOR ARE INDEPENDENT CONTRACTORS. The Contractor shall at all times during the performance the services described in Exhibit A be deemed to be an independent contractor. Neither the Contractor nor any of its subcontractors shall at any time or in any manner represent that it or any of its employees are employees of the SBIAA or any member agency of the SBIAA. The SBIAA shall not be requested or ordered to

assume any liability or expense for the direct payment of any salary, wage or benefit to any person employed by Contractor or its Subcontractors to perform the services described in Exhibit A. Contractor is entirely responsible for the immediate payment of all subcontractor liens.

18. CONFLICT OF INTEREST – SBIAA REPRESENTATIVES. Contractor acknowledges that the SBIAA uses ethical business practices in the selection of its Contractors and in its other contracting practices. Contractor certifies that neither it nor its employees or agents have, with an intent to establish or maintain a business relationship with the SBIAA or any department thereof, provided any gift or sponsorship having a value of more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the SBIAA involved in the negotiation of this Agreement; (ii) any member of any department of the SBIAA procuring items or services from the Contractor under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the SBIAA. Further, Contractor certifies that neither it nor its employees or agents shall at any time in the future, with an intent to establish or maintain a business relationship with the SBIAA or any department thereof, provide any gift or sponsorship having more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the SBIAA involved in the negotiation of this Agreement; (ii) any member of any department of the SBIAA procuring items or services from the Contractor under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the SBIAA.

The Contractor acknowledges the obligations as set forth in this Section 18 by the initials of the agent signing on behalf of the Contractor appearing below:

(initial here)

19. CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS. The Contractor represents and warrants that it has reviewed and is familiar with the governing provisions of the California Government Code and the regulations promulgated there under by the Fair Political Practices Commission (“FPPC”) regarding campaign contributions to appointed members of the governing body of the SBIAA. The Contractor further represents and warrants that neither the Contractor, nor any number of individuals employed by the Contractor or other contractors and Subcontractors of the Contractor, or any others acting on behalf of or in concert with the Contractor, have contributed to: (i) any member of the governing body of the SBIAA, (ii) any election committee of any member of the governing body of the SBIAA, (iii) any “friends of” election committee of any member of the governing body of the SBIAA, or (iv) any political action committee (“PAC”) representing, acting with or on behalf of any member of the governing body of the SBIAA, an amount in the aggregate of more than Two Hundred Fifty and 00/100 Dollars (\$250.00) within the period commencing twelve (12) months prior to the date of the official action by the governing body of the SBIAA to approve this Agreement. The Contractor covenants and warrants that for the period of time commencing as of the date of the approval of this Agreement by the governing body of the SBIAA and for ninety (90) calendar

days thereafter, similarly no such campaign and/or fund-raising contributions aggregating in excess of \$250.00 from the Contractor and other contractors and Subcontractors of the Contractor, or others action on behalf of or in concert with the Contractor, when aggregated with campaign contributions paid pursuant to the preceding sentence for the prior twelve (12) month period, shall be made to any member of the governing body who participated in the official action to approve this Agreement. Such \$250.00 limitation shall apply for the period of time commencing twelve (12) months prior to the date of the official action of the governing body of the SBIAA to approve this Agreement and for ninety (90) calendar days thereafter and all such campaign contributions within said fifteen (15) month period of time shall be aggregated for purposes of the FPPC rules and regulations. Any breach of this Section 19, whether intentional or unintentional, shall be deemed to be a material breach of this Agreement.

The Contractor acknowledges the obligations as set forth in this Section 19 by the initials of the agent signing on behalf of the Contractor appearing below:

(initial here)

20. CONTRACTOR INTERESTS ADVERSE TO THE SBIAA. Contractor hereby represents that it has no interests adverse to the SBIAA or its individual member entities, at the time of execution of this Agreement. Contractor hereby 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 entities. Additionally, Contractor hereby represents and warrants to SBIAA that Contractor and any partnerships, individual persons or any other party or parties comprising Contractor, together with each subcontractor who may hereafter be designated 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 the SBIAA as set forth in this Agreement.

21. TITLE VI – NONDISCRIMINATION PROVISIONS

A. GENERAL CIVIL RIGHTS PROVISIONS. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited

English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

C. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes Contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SBIAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the SBIAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the SBIAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the SBIAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the SBIAA to enter into any litigation to protect the interests of the SBIAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

22. **SEVERABILITY.** Each and every section of this Agreement shall be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof 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 thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all prior negotiation, discussions and agreements between the parties concerning the subject matters covered herein. The parties intend this Agreement to be the final expression of their agreement with respect to the subjects covered herein and a complete and exclusive statement of such terms.

24. **AMENDMENT OR MODIFICATION.** This Agreement may only be modified or amended by written instrument duly approved and executed by each of the parties hereto. Any such modification or amendment shall be valid, binding and legally enforceable only if in written form and executed by authorized representatives of each of the parties hereto, following all necessary approvals and authorizations for such execution.

25. GOVERNING LAW. 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.

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. CAPTIONS. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

28. ASSIGNMENT. This Agreement may not be assigned by the Contractor without the prior written consent of the SBIAA.

29. REPRESENTATIONS OF PERSONS EXECUTING AGREEMENT. The person(s) executing this Agreement warrant that he/she/they is/are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

30. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will constitute an original.

31. EFFECTIVENESS OF AGREEMENT AS TO THE SBIAA. This Agreement shall not be binding on the SBIAA until approved by the SBIAA Commission, approved as to form and legal content by SBIAA legal counsel, signed by the Chief Executive Officer and signed by an authorized representative of the Contractor.

32. NON-EXCLUSIVITY. This Agreement shall not create an exclusive relationship between the SBIAA and the Contractor for the services set forth in Exhibit A or any similar or related services. The SBIAA may, during the Term of this Agreement, contract with other Contractors for the performance of the same, similar or related services as those that may be performed by the Contractor under this Agreement. The SBIAA reserves the discretion and the right to determine the amount of services to be performed by the Contractor for the SBIAA under this Agreement, including not requesting any services at all. This Agreement sets forth only the terms upon which any such services will be provided to the SBIAA by the Contractor, if such services are requested by the SBIAA, as set forth in this Agreement.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, two identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the authorized signatures of the officers of the parties hereinabove named, on the day and year first herein written.

SBIAA

Dated: _____

San Bernardino International Airport Authority,
a joint powers authority

By: _____
Michael Burrows, Chief Executive Officer

ATTEST:

Jennifer Farris,
Assistant Secretary of the Commission

Approved as to form and legal content:

Legal Counsel

Contractor

Dated: _____

Contractor Name

By: _____
Name:
Title:

EXHIBIT A

SCOPE OF SERVICES

SAMPLE

EXHIBIT B
SUPERVISORY STAFF PERSONNEL

SBIAA Staff:

Chief Executive Officer

Director of Aviation

Assistant Secretary of the Commission (relating to records production, recordkeeping, political contributions, Form 700 compliance, etc., only)

SAMPLE

1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BUY AMERICAN PREFERENCE

Equipment and Buildings Projects involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. – are required to comply with the FAA Buy American Preference Based on Equipment/Building.

Complete the attached the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

3. CIVIL RIGHTS

a. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

b. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

c. The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

d. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

d. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

- 6. Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

4. CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

- a. By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
- b. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:
1. Checking the System for Award Management at website: <http://www.sam.gov>.
 2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the

substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**6. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR ~
PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

7. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

9. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

11. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

Addendum No. 1 to Maintenance Service Contract Airfield SBIAA

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

12. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☐) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes

conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

13. **TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

14. **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

1. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner

immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [Contractor | Consultant] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor | Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor | Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [Contractor | Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor | Consultant] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.