



INLAND VALLEY DEVELOPMENT AGENCY
SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REQUEST FOR PROPOSAL
FOR:

**PROFESSIONAL JANITORIAL
CLEANING SERVICES**

Issued: September 17, 2026

Submittal Deadline:

Tuesday, October 20, 2026

Quote 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_001

Professional Janitorial Cleaning Services

1601 E. Third St.

San Bernardino, CA 92408

If sent via email, email
to: Clerkoftheboard@sbdairport.com
CC: Scarvalho@sbdairport.com



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TENTATIVE SCHEDULE

(Subject to change at AGENCY discretion)

RFP Issue Date	September 17, 2026
Mandatory Pre-Proposal Job Walk	October 1, 2026 – 10AM
Written Questions from Bidders Due	October 6, 2026
Responses from AGENCY due via Planet Bids Portal	October 13, 2026
Proposals Due	October 20, 2026 – 5PM
RFP Evaluation Committee Meeting	October 27, 2026
Contract Award	November 26, 2026

**Awarded Service Provider 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 Professional Janitorial Cleaning Services:

Here at the San Bernardino International Airport, safety of our passengers and airport personnel is the utmost importance to us. Regular visual inspections are conducted by our staff here, however, scheduled annual, quarterly, and monthly, and monthly cleaning is a necessity to ensure the safety of our passengers and airport personnel. Professional janitorial services are essential to maintaining a clean, safe, sanitary, and welcoming environment for passengers, tenants, employees, visitors, and other airport users while supporting the Airport's operational and regulatory requirements.

Due to the Airport's continuous public use, diverse facilities, and high-touch areas, routine and specialized cleaning services are necessary to preserve the condition of Airport assets, reduce health and safety risks, extend the useful life of building finishes and fixtures, and promote a positive customer experience. Services shall be performed in a manner that minimizes disruption to Airport operations while maintaining consistent cleaning standards across all designated facilities.

A. INVITATION

The San Bernardino International Airport Authority (SBIAA) and the Inland Valley Development Agency (IVDA) collectively referred to as “AGENCY,” is seeking Proposals from qualified contractors (“Service Provider”) for:

PROFESSIONAL JANITORIAL CLEANING SERVICES

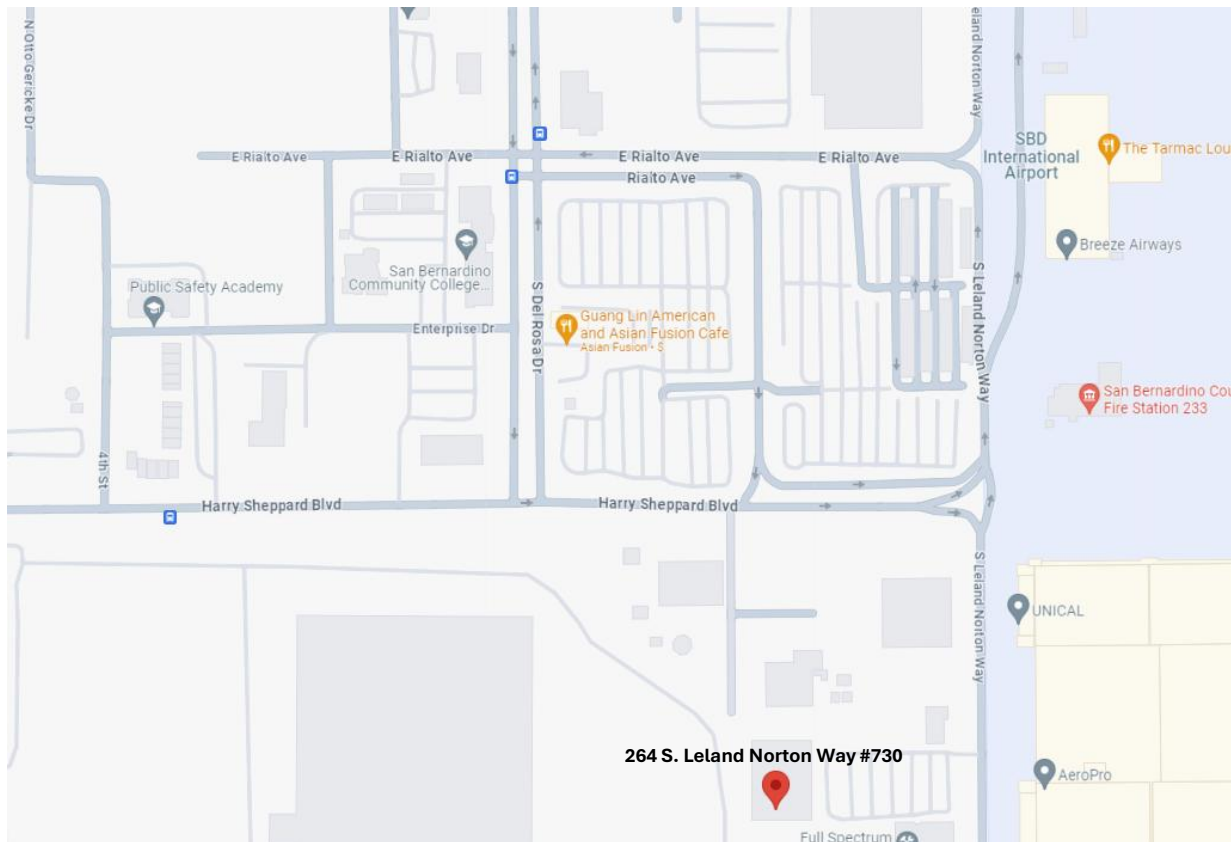
Please read this entire RFP package and include all requested information and forms in your proposal packet. Proposals shall be signed by an authorized company agent submitting a proposal to be considered responsive.

B. RFP INSTRUCTIONS

I. Pre-Proposal Walk Through

A mandatory pre-proposal walk-through will be held at 10:00 AM on Thursday, October 1, 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. SERVICE PROVIDER 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 **October 6, 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 October 6, 2026, will **not** be accepted.

D. SUBMISSION OF PROPOSALS

I. Date and Time

All proposals shall be submitted exclusively through the PlanetBids electronic bidding system no later than **5:00 PM, October 20, 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
RE: Professional Janitorial Cleaning Services
1601 E. Third St.
San Bernardino, CA 92408

If not sent via Planet Bids electronic bidding system, emailed proposals will be accepted; email to: Jubaldo@sbdairport.com CC to: Scarvalho@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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider in the preparation of its proposal. The Service Provider 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 Service Provider(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 Service Provider 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 Service Provider.

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 Service Provider. No price increase or decrease shall be effective unless expressly approved in writing by the Agency. Continued performance by the Service Provider 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 Service Provider(s). AGENCY may also award the Contract without interviews, site visits, or further discussions or negotiations.

IV. Award

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

If AGENCY proceeds with the RFP, it anticipates selecting Contractors for interviews and issuing interview notifications on or about **October 27, 2026**, with final selection and award on or about **November 26, 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 Service Provider. 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.OPS@sbdairport.com

G. LOCATION INVENTORY, REQUIREMENTS AND SCOPE OF WORK

I. Location Inventory

The San Bernardino International Airport Authority (AGENCY) and the Inland Valley Development Agency (AGENCY) collectively referred to as, “AGENCY”, is seeking proposals from qualified contractors (“Service Provider”) to provide Professional Janitorial Cleaning Services to AGENCY owned properties.

AGENCY will enter into a Professional Service Agreement with the successful Professional Janitorial Cleaning Services of the following locations:

AGENCY LOCATION INVENTORY:

Building Name	Building Street
Hangar 763	255 South Leland Norton Way
Hangar 763 West Annex	255 South Leland Norton Way
Hangar 763 Center Complex North	255 South Leland Norton Way
Hangar 763 Center Complex Center	255 South Leland Norton Way
Hangar 763 Center Complex South	255 South Leland Norton Way
Building 680 (fire station)	165 South Leland Norton Way
Hangar 341 Restrooms	2895 East “U” Street
General Aviation Hangar restrooms	180 North Victoria Avenue
Control Tower 794	275 South Leland Norton Way
Building 759	294 South Leland Norton Way
UAS Office Space at 759	294 South Leland Norton Way
Cargo Building 605	215 North Leland Norton Way
Terminal	105 North Leland Norton Way
Terminal Pet Relief Room	105 North Leland Norton Way
Terminal Lactation Rooms	105 North Leland Norton Way
Terminal Parking Lot Booths	105 North Leland Norton Way
International Arrivals Facility	275 North Leland Norton Way
Building 670 Hertz Rental Car	107 North Leland Norton Way
Luxivair Fixed Base Operator	295 North Leland Norton Way
Fuel Farm	2021 Perimeter Road
Building 730	264 South Leland Norton Way
ARFF Training Center	2235 Perimeter Rd.
Building 604 Customs & Tenant Suites	265 North Leland Norton Way
Building 56 (As needed basis)	115 N. Del Rosa

AGENCY LOCATION INVENTORY:

Building Name	Building Street
Building 58	195 North Del Rosa
Building 48	1601 East Third St.
DFAS	1111 East Mill St.
UAS Trailer	2239 East Perimeter Rd.

BUILDING SQUARE FOOTAGE

Terminal	
Main Floor (Lobby, TSA Screening & Hallways)	11,964 SF
Room 163 & Room 170	1,145 SF
Airport Operations Department Offices (8 offices)	1,564 SF
IT Room	386 SF
TSA Office Area (1 multipurpose room & 8 offices)	1,323 SF
TSA Breakroom/Kitchen area (Downstairs)	113 SF
Main Breakroom/Kitchen area (Downstairs)	390 SF
Pilot's Lounge area (2 offices, 1 multipurpose area)	5,619 SF
Upstairs Concourse (Passenger Boarding area)	4,514 SF
Pet Relief Area	49 sf
Lactation Rooms (two)	49 SF
Parking Booth #1	30 SF
Parking Booth #2	20 SF
Parking Booth #3	20 SF
International Arrivals Facility	
Main Floor (Lobby, Screening area & Hallways)	8,252 SF
Downstairs Office Area (8 offices)	1,784 SF
Downstairs Breakroom/Kitchen area	391 SF

Upstairs Concourse (Passenger Arrival area)	7,226 SF
Upstairs Office Area (1 office and hallway)	689 SF
Upstairs Breakroom/Kitchen area	462 SF
Car Rental Facility	
Main Floor (Lobby & Front Counter)	1150 SF
Office Area (3 offices)	420 SF
FBO (Luxivair)	
Main Floor (Lobby & Hallways)	4,130 SF
Downstairs Office Area (6 Offices)	1072 SF
Downstairs Conference Room/Theater/Pilot Lounge/Refreshment/2 Storage Rooms	1,322 SF
Downstairs Breakroom/Kitchen area	462 SF
Upstairs Office Area	832 SF

H. GENERAL SPECIFICATIONS

I. Service Provider Responsibilities

Service Provider shall provide all labor, tools, equipment, and materials necessary to perform the work.

II. AGENCY Buildings – Service Schedule

Janitorial services for all AGENCY buildings will be noted per individual spec sheet.

III. Bathroom Porter Services

Two (2) bathroom porters, one female and one male, shall be available to provide bathroom cleaning assistance, replenish supplies, and perform other related duties as necessary to support arriving and departing flights at the following locations:

- * Domestic Terminal
- * Car Rental Trailer
- * International Arrivals Facility
- * Luxivair FBO
- * Fuel Farm

The Service Provider shall provide rates for both regular and on-call/standing bathroom porter services. Specific service days and times will be established with the selected Service Provider prior to commencement of services.

IV. Holiday Service

If a regularly scheduled service day falls on a nationally recognized holiday, the selected Service Provider shall provide the scheduled services on the actual holiday.

V. Service Logs

The selected Service Provider shall complete a service log for each scheduled service day. The log shall be maintained in the janitorial closet at each service location and shall be available for review by the Agency at any time during the service period.

VI. Janitorial Closets and Supplies

Service Provider shall keep all janitorial supplies, paper products, and equipment clean and orderly in designated storage areas. Service sinks shall be kept clean, and trash, wet cloths, and rags shall not be left overnight in janitorial closets.

VII. Building Security

Service Provider shall secure all doors and arm applicable building alarms upon completion of services each night. Buildings shall not be left unsecured or unarmed when Service Provider personnel leave the premises, unless otherwise directed by an authorized AGENCY Representative.

VIII. Access Cards

The Agency will provide the Service Provider with access cards as necessary for each facility. Service Provider shall be responsible for the security of all access cards issued to its personnel and shall immediately notify the Agency Representative of any lost, stolen, or compromised cards.

IX. Reporting Facility Issues

Service Provider shall promptly report any defective, damaged, or inoperable building equipment or conditions to the Agency Representative, including, but not limited to:

- a. Plumbing leaks or other plumbing issues.
- b. Defective lights or lighting fixtures.
- c. Doors and/or gates that do not properly secure.
- d. Stained, damaged, or excessively soiled carpets and/or floors.
- e. Any other condition that may affect the security, safety, cleanliness, or maintenance of the facility.

X. Protection of Facilities and Furnishings

Service Provider shall exercise reasonable care to prevent baseboards, walls, furniture, fixtures, and other property from being splashed, marred, disfigured, or damaged during cleaning or other scheduled services.

XI. Janitorial Supplies

Janitorial supplies shall be billed separately monthly and itemized by supply type, quantity, and building. A detailed list of proposed supply costs shall be included with the Contractor's bid.

XII. Invoicing Requirements

Invoices and related communications shall clearly identify the services performed, applicable building name and number, address, and charges. Charges shall match the prices in the Contractor's proposal.

Invoices with errors, inaccurate descriptions, or incorrect pricing may be rejected and shall be promptly corrected and resubmitted. Payment terms for rejected invoices shall begin upon receipt of the corrected invoices.

XIII. Payment Terms

Invoices shall be paid net 30 days after receipt and only after the applicable services have been rendered. For invoices submitted before the end of the billing period, payment shall be due net 30 days after the end of the billing period or receipt of the invoice, whichever is later. AGENCY will not make advance payments for unperformed services.

XIV. Emergency Cleaning

Emergency cleaning services requested by the Agency shall be billed separately by the Service Provider at the applicable rates provided in the Contractor's proposal.

XV. Agency Discretion to Exclude Services

AGENCY may, at its discretion, remove any item or service identified in this RFP from the final scope of work. Only services authorized in the applicable Purchase Order shall be performed.

XVI. Order of Precedence

In the event of a conflict among the terms and conditions contained in the contract documents, the following order of precedence shall apply:

- a. This RFP
- b. Purchase Order
- c. Addendum to Purchase Order
- d. Contractor's Proposal
- e. Contractor's Agreement

XVII. Cleaning Schedule and Spot Checks

The selected Service Provider shall provide AGENCY with an updated cleaning schedule on a quarterly basis. The schedule shall identify the anticipated service dates and times and shall be used by the Agency to conduct periodic spot checks of the services provided.

XVIII. Price Escalation

After the initial Contract period and at the start of any subsequent Contract period, the Service Provider may request a labor rate adjustment resulting from an increase in the applicable California minimum wage or U.S. Department of Labor wage rate.

No more than one (1) labor rate adjustment is permitted in any twelve-month period during the Contract term. The Service Provider shall provide written notice to the AGENCY Representative at least thirty (30) days before the requested effective date and include documentation supporting the applicable wage increase.

XIX. Supplies

a. The selected Service Provider shall provide the following supply items along with unit cost to be provided via Schedule of Values Sheet (Item L):

- 2-ply toilet paper
- multi-fold towels
- toilet seat covers
- furniture polish
- hand soap
- multi-purpose cleaner
- air fresheners
- batteries
- trash can liners
- trash bags

- deodorant refills
 - urinal mats and urinal liners
 - soap dispensers
 - toilet seat cover dispensers
 - toilet paper dispensers (Other supplies may be added as the need arises)
- b. The Agency reserves the right to exclude all janitorial supplies from this service agreement with in thirty (30) days notice to the Service Provider.

XX. Additional Service Requirements

- a. In the event of an emergency or on-call services, the Service Provider shall respond to the agencies initial phone call or email request within 30 minutes and shall be on-site with a one (1) hour time frame to provide necessary services.
- b. Vendor shall be available to respond outside of normal business hours within 24-hour notification. These periods are defined as follows:
- After-hours rate shall be defined as the Monday through Friday hours between 6:00 P.M. and 7:00 A.M.
 - Weekends rate shall be defined as beginning of Friday at 6:00 P.M. through Monday at 8:00 A.M.
 - Additional labor cost -normal hours: Hourly rate charged for any additional worker required to perform services necessary in addition to the crew defined above must be approved by AGENCY.
 - Additional labor cost -after-hours: Hourly rate charged for any additional worker
 - required to perform services outside of normal hours as listed above.
 - One crew shall be defined as two (2) workers and shall include costs for all tools, equipment, vehicles, mobilization, taxes, insurance, and all other incidental cost invoiced to perform all services necessary and outside of scheduled preventative Janitorial Cleaning Services during normal business hours.

XXI. Service Provider Personnel and Security Requirements

- a. The Service Provider shall provide sufficient qualified, trained, and experienced personnel to perform the Work. The Service Provider shall endeavor to maintain continuity of assigned personnel. AGENCY reserves the right to reject any Service Provider employee, subcontractor, or agent who, in AGENCY's sole discretion, poses a risk to AGENCY, its personnel, systems, or property. The Service Provider shall promptly provide an acceptable replacement with equal or greater qualifications. All costs associated with replacement personnel shall be the Contractor's responsibility. Failure to provide acceptable replacement personnel may result in termination for cause.
- b. No person under 18 years of age may work in any Agency facility without AGENCY's prior written approval.
- c. All Service Provider personnel working in Agency facilities shall be fingerprinted within ten (10) days of the Contract start date and shall complete all required TSA background checks and clearances. Personnel assigned to the Domestic Terminal must satisfy applicable TSA requirements. Personnel assigned to the International Arrivals Facility must also obtain the required Customs and Border Protection Security Seal Clearance. Verification of all required clearances must be provided to the Agency before an employee is permitted access to the applicable facility.
- d. All personnel shall wear clean, neat uniforms consisting of a shirt and full-length pants, with the Contractor's name and/or logo permanently affixed. Closed-toe shoes are required. Agency-issued identification badges displaying the employee's photo, name, and company name shall be worn visibly above the waist at all times while on Agency property, including remote

locations. Personnel shall provide identification upon request and may be removed from Agency property for failure to comply.

- e. All vehicles used to perform janitorial services or transport Service Provider equipment shall display a visible, permanently affixed decal identifying the janitorial company. Vehicles without proper identification shall not be permitted on the Airport airfield and, when on other Airport property, shall be restricted to public parking areas.
- f. The Service Provider shall be responsible for any damage to Agency facilities, furnishings, improvements, or contents caused by its personnel or operations. The Service Provider shall repair or replace such damage, at its expense, within a reasonable time after notification, with materials and workmanship equivalent to the original. No items may be removed from any work site without prior written authorization from the Agency.
- g. Access Cards and Facility Security
AGENCY will provide necessary access cards for assigned locations. The Service Provider shall maintain access card assignment records for each employee, subject to AGENCY inspection. Access cards shall remain in the assigned employee's possession while working and shall never be left unattended or in plain sight. The Service Provider shall be responsible for costs resulting from negligent handling, loss, or replacement of access cards.
Service Provider personnel shall not provide access to secured areas to unauthorized individuals. Upon completion of each shift, all doors and windows shall be closed and locked, and all assigned areas shall be checked to verify they are properly secured.

XXII. Project Coordinator

The Service Provider shall designate a Project Coordinator for the duration of the Contract. The Project Coordinator shall provide a business email address and cellular telephone number to the Purchasing Manager and Airport Manager. The Project Coordinator shall establish a communication process with AGENCY and be available to provide prompt responses to questions, concerns, and service issues throughout the Contract term.

I. SCOPE OF WORK

a. Each location requiring services will have its own **Building Spec Sheet** outlining the required services, including, but not limited to, the following service codes:

Restrooms	
Cleaning & Disinfection	
T1	Clean and disinfect sinks, countertops, toilets, urinals, showers, and fixtures
T2	Clean mirrors, dispensers, benches, walls, partitions, doors, and curtains
T3	Clean and polish stainless steel fixtures, handles, and chrome surfaces to remove water spots and fingerprints.
T4	Sweep and mop floors
T5	Disinfect high-touch surfaces (handles, locks, faucets, flush handles, etc.)
Restocking & Maintenance	
T6	Restock supplies (toilet paper, soap, paper towels, liners, etc.) – Continuous / As Needed
T7	Maintain Air Fresheners- As Needed
T8	Maintain odor control – Continuous
Waste Handling	
T9	Empty trash and sanitary bins – Daily / As Needed
T10	Replace liners – Daily / As Needed
T11	Transport waste to designated areas – Daily
Periodic / Deep Cleaning	
T12	Machine scrub floors
T13	Clean grout
T14	Remove mineral deposits
Additional / Optional Services	
T15	Graffiti removal – As Needed
T16	Deep sanitation (vents, corners, behind fixtures)
T17	Pressure washing (showers/tile)
T18	Ceiling cleaning
Notes:	
Cleaning crew to report maintenance issues if / as needed	
Cleaning crew to follow safety procedures (put out wet floor signs, etc. if / as needed)	
Break Room / Kitchen / Hospitality	
Cleaning & Disinfection	
T19	Clean and disinfect counters, sinks, appliances, and fixtures
T20	Wipe refrigerator exterior and appliances (microwaves, coffee machines, vending machines)

T21	Sweep and mop floors
Periodic / Deep Cleaning	
T22	Clean refrigerator/freezer interior and remove expired items
T23	Spot clean walls and backsplashes
Client responsible for personal dishes	
Use food-safe cleaning products only	
Hard Surface Floor Care	
Cleaning & Disinfection	
T24	Sweep and/or dust mop floors (including hallways and entryways)
T25	Spot clean spills and stains
T26	Mop floors where appropriate
T27	Clean lobby and exterior entry areas
Periodic / Deep Cleaning	
T28	Remove scuff marks
T29	Clean stairwells
T30	Clean painted floors
T31	Machine polishing
T32	Floor waxing and polishing
T33	Strip, seal, and wax floors
T34	Pressure wash exterior walkways
Specialty Services	
T35	Tower Cab floor cleaning
T36	Limestone floor repair – As Requested (separate proposal)
Carpet & Upholstery	
Routine Cleaning	
T37	Vacuum all carpeted areas
T38	Spot clean stains
Periodic / Deep Cleaning	
T39	Deep vacuuming
T40	Carpet shampooing
T41	Carpet extraction (steam cleaning)
Upholstery	
T42	Vacuum furniture
T43	Spot clean upholstery – As Needed
Dusting & Detailing	

Routine Cleaning	
T44	Spot clean surfaces (doors, walls, switches, fixtures)
T45	Clean lobby counters
T46	Dust furniture, workstations, doors, décor, and lobby areas
T47	Clean elevators, stainless steel, and electronics
Periodic / Deep Cleaning	
T48	Remove cobwebs
T49	Dust blinds and high surfaces
T50	Clean vents and fire extinguisher cabinets
T51	Maintain outdoor furniture and parking equipment
Window & Glass Cleaning	
Routine Cleaning	
T52	Remove smudges and fingerprints from glass and doors
T53	Clean interior glass and entry doors
T54	Clean interior windows and perimeter glass
Periodic / Deep Cleaning	
T55	Exterior windows (1st floor)
T56	Exterior windows (upper floors)
T57	Tower Cab windows
T58	Pressure wash entrances
Trash / Waste Removal	
Routine Cleaning	
T59	Empty all trash receptacles (interior & exterior)
T60	Replace liners
T61	Transport waste to disposal areas
T62	Return bins to proper locations
T63	Clean exterior of bins if needed
T64	Remove surrounding debris
Reporting	
T65	Report damaged or missing receptacles

b. Building Spec Sheet details include the following information:

1. Facility name
2. Facility address
5. Approximate square footage
6. Number of restrooms/ showers
7. Number of break rooms
8. Number of conference rooms
9. Area/Task, frequency, service times, required SOW # (s)
10. Building access requirements and special instructions
11. AGENCY contact information

Frequency Codes are as follows:

Code	Schedule
D	Daily M-F
W	Weekly
M	Monthly
Q	Quarterly
A	Annually
WK	Weekends

*Each location requiring services will have its own **Building Spec Sheet** containing the building-specific cleaning requirements and scope of services.*

The Service Provider is responsible for reviewing and following the applicable Building Spec Sheet for each location and ensuring that all required services are completed as specified.

*The Service Provider shall also use the **Daily Log Sheet** provided at each location. The Service Provider is responsible for ensuring that cleaning personnel complete and sign the Daily Log Sheet each time services are performed. The completed logs shall serve as documentation that the required services were performed.*

J. PROPOSAL CONTENT

I. Proposal Format and Content in the following order:

- a. Completed Proposal Checklist;
- b. Company Information Sheet (Exhibit A) - identification of Service Provider, 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 (Exhibit B) if applicable;
- d. Service Provider 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. Licenses, Permits and/or Certifications, include all RFP addenda with Proposal, if any;
- g. References;
- h. Completed Statement of Certification section and signature of a person authorized to bind Service Provider to the terms of the proposal and the (Non-Conclusion Affidavit).
- i. Completed Schedule of Values Sheet (Exhibit C) and if applicable, a detailed rate sheet in addition to the Schedule of Values Sheet;

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 Service Provider 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:
Service Provider shall complete and sign the Schedule of Values on Exhibit C in its entirety and if applicable, Service Provider shall include a completed rate sheet and include both in proposal.
- c. Sample PSA: Service Provider may 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 Service Provider shall be required to execute AGENCY Agreement in Section M, Sample Professional Services Agreement.

III. Cost and Bid Sheets

- a. Service Provider shall complete the Schedule of Values in its entirety including: 1) all 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 and attached to the Schedule of Values sheet.

IF A SEPARATE RATE SHEET FOR SUPPLIES IS NECESSARY DUE TO DIFFERING UNITS OF MEASURE, PLEASE ATTACH TO SCHEDULE OF VALUES SHEET

INCOMPLETE OR NON-COMPLIANT SCHEDULES OF VALUES/RATE SHEETS WILL RESULT IN THE SERVICE PROVIDER BEING DEEMED NONRESPONSIVE AND DISQUALIFIED.

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

K. PROPOSAL CHECKLIST FOR SERVICE PROVIDER AND REQUIRED DOCUMENTS

- a. 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.	Service Provider Information Sheet	
5.	W-9 Request for Taxpayer Identification Number & Certification	
6.	Licenses, Permits and/or Certifications (including copies of actual license) & RFP Addenda, if any	
7.	References	
8.	Completed Statement of Certification & Non-Collusion Affidavit	
9.	Schedule of Values (Exhibit C) and if applicable, detailed rate sheet	

b. Exhibit "A"

RFP: 26-27_001 PROFESSIONAL JANITORIAL CLEANING 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]

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):

[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]

c. Exhibit "B"

RFP: 26-27_001 PROFESSIONAL JANITORIAL CLEANING 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.]

d. Service Provider Information

Service Provider'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 Service Provider must provide Certificates of Insurance with the AGENCY 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, Service Provider warrants that all certifications and documents requested herein are attached and properly completed and signed.

e. 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

f. Statement of Certification

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

- i. 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
- ii. 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
- iii. 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
- iv. 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
- v. 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
- vi. Proposer, if selected will comply with all applicable rules, laws and regulations. X _____
Initial here
- vii. 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

g. 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

L. SCHEDULE OF VALUES
Exhibit "C"



RFP: 26-27_001 Professional Janitorial Cleaning Services
Schedule of Values

Service Provider to complete this form in its entirety

Line Item	Item Description	Unit of Measure	QTY	TERM				
				Initial six (6) Months	Year 1 (2027/2028)	Year 2 (2028/2029)	Optional Year 3 (2029/2030)	Optional Year 4 (2030/2031)
1	SBIAA Building Locations_Monthly	UOM	QTY					
2	Hangar 763	MONTH	12	\$	\$	\$	\$	\$
3	Hangar 763 West Annex	MONTH	12	\$	\$	\$	\$	\$
4	Hangar 763 Center Complex North	MONTH	12	\$	\$	\$	\$	\$
5	Hangar 763 Center Complex Center	MONTH	12	\$	\$	\$	\$	\$
6	Hangar 763 Center Complex South	MONTH	12	\$	\$	\$	\$	\$
7	Building 680 (fire station)	MONTH	12	\$	\$	\$	\$	\$
8	Hangar 341 Restrooms	MONTH	12	\$	\$	\$	\$	\$
9	General Aviation Hangar restrooms	MONTH	12	\$	\$	\$	\$	\$
10	Control Tower 794	MONTH	12	\$	\$	\$	\$	\$
11	Building 759	MONTH	12	\$	\$	\$	\$	\$
12	UAS Office Space at 759	MONTH	12	\$	\$	\$	\$	\$
13	Cargo Building 605	MONTH	12	\$	\$	\$	\$	\$
14	Terminal	MONTH	12	\$	\$	\$	\$	\$
15	Terminal Pet Relief Room	MONTH	12	\$	\$	\$	\$	\$
16	Terminal Lactation Rooms	MONTH	12	\$	\$	\$	\$	\$
17	Terminal Parking Lot Booths	MONTH	12	\$	\$	\$	\$	\$
18	International Arrivals Facility	MONTH	12	\$	\$	\$	\$	\$
19	Building 670 Hertz Rental Car	MONTH	12	\$	\$	\$	\$	\$
20	Luxivair Fixed Base Operator	MONTH	12	\$	\$	\$	\$	\$
21	Fuel Farm	MONTH	12	\$	\$	\$	\$	\$
22	Building 730	MONTH	12	\$	\$	\$	\$	\$
23	ARFF Training Center	MONTH	12	\$	\$	\$	\$	\$
24	Building 604 Customs & Tenant Suites	MONTH	12	\$	\$	\$	\$	\$
25	Building 56 (As needed basis)	MONTH	12	\$	\$	\$	\$	\$
26	SBIAA Building Locations_Quarterly	UOM	QTY	Initial six (6) Months (only need one (1) quarterly service during this term)	Year 1 (2027/2028)	Year 2 (2028/2029)	Optional Year 3 (2029/2030)	Optional Year 4 (2030/2031)
27	Hangar 763	4 Months	3	\$	\$	\$	\$	\$
28	Hangar 763 West Annex	4 Months	3	\$	\$	\$	\$	\$
29	Hangar 763 Center Complex North	4 Months	3	\$	\$	\$	\$	\$
30	Hangar 763 Center Complex Center	4 Months	3	\$	\$	\$	\$	\$
31	Hangar 763 Center Complex South	4 Months	3	\$	\$	\$	\$	\$

32	Building 680 (fire station)	4 Months	3	\$	\$	\$	\$	\$
33	Hangar 341 Restrooms	4 Months	3	\$	\$	\$	\$	\$
34	General Aviation Hangar restrooms	4 Months	3	\$	\$	\$	\$	\$
35	Control Tower 794	4 Months	3	\$	\$	\$	\$	\$
36	Building 759	4 Months	3	\$	\$	\$	\$	\$
37	UAS Office Space at 759	4 Months	3	\$	\$	\$	\$	\$
38	Cargo Building 605	4 Months	3	\$	\$	\$	\$	\$
39	Terminal	4 Months	3	\$	\$	\$	\$	\$
40	Terminal Pet Relief Room	4 Months	3	\$	\$	\$	\$	\$
41	Terminal Lactation Rooms	4 Months	3	\$	\$	\$	\$	\$
42	Terminal Parking Lot Booths	4 Months	3	\$	\$	\$	\$	\$
43	International Arrivals Facility	4 Months	3	\$	\$	\$	\$	\$
44	Building 670 Hertz Rental Car	4 Months	3	\$	\$	\$	\$	\$
45	Luxivair Fixed Base Operator	4 Months	3	\$	\$	\$	\$	\$
46	Fuel Farm	4 Months	3	\$	\$	\$	\$	\$
47	Building 730	4 Months	3	\$	\$	\$	\$	\$
48	ARFF Training Center	4 Months	3	\$	\$	\$	\$	\$
49	Building 604 Customs & Tenant Suites	4 Months	3	\$	\$	\$	\$	\$
50	Building 56 (As needed basis)	4 Months	3	\$	\$	\$	\$	\$
51	SBIAA Building Locations_Annual (some locations not applicable)	UOM	QTY	Initial six (6) Months -not needed during this term	Year 1 (2027/2028)	Year 2 (2028/2029)	Optional Year 3 (2029/2030)	Optional Year 4 (2030/2031)
52	Hangar 763	ANNUAL	1	N/A	\$	\$	\$	\$
53	Hangar 763 West Annex	ANNUAL	1	N/A	\$	\$	\$	\$
54	Hangar 763 Center Complex North	ANNUAL	1	N/A	\$	\$	\$	\$
55	Hangar 763 Center Complex Center	ANNUAL	1	N/A	\$	\$	\$	\$
56	Hangar 763 Center Complex South	ANNUAL	1	N/A	\$	\$	\$	\$
57	Building 680 (fire station)	ANNUAL	1	N/A	\$	\$	\$	\$
58	Hangar 341 Restrooms	ANNUAL	1	N/A	\$	\$	\$	\$
59	General Aviation Hangar restrooms	ANNUAL	1	N/A	\$	\$	\$	\$
60	Control Tower 794	ANNUAL	1	N/A	\$	\$	\$	\$
61	Building 759	ANNUAL	1	N/A	\$	\$	\$	\$
62	UAS Office Space at 759	ANNUAL	1	N/A	\$	\$	\$	\$
63	Cargo Building 605	ANNUAL	1	N/A	\$	\$	\$	\$
64	Terminal	ANNUAL	1	N/A	\$	\$	\$	\$
65	Terminal Pet Relief Room	ANNUAL	1	N/A	\$	\$	\$	\$
66	Terminal Lactation Rooms	ANNUAL	1	N/A	\$	\$	\$	\$
67	Terminal Parking Lot Booths	ANNUAL	1	N/A	\$	\$	\$	\$
68	International Arrivals Facility	ANNUAL	1	N/A	\$	\$	\$	\$
69	Building 670 Hertz Rental Car	ANNUAL	1	N/A	\$	\$	\$	\$
70	Luxivair Fixed Base Operator	ANNUAL	1	N/A	\$	\$	\$	\$
71	Fuel Farm	ANNUAL	1	N/A	\$	\$	\$	\$
72	Building 730	ANNUAL	1	N/A	\$	\$	\$	\$
73	ARFF Training Center	ANNUAL	1	N/A	\$	\$	\$	\$
74	Building 604 Customs & Tenant Suites	ANNUAL	1	N/A	\$	\$	\$	\$
75	Building 56 (As needed basis)	ANNUAL	1	N/A	\$	\$	\$	\$

76	Supplies Description	UOM	QTY	Initial six (6) Months	Year 1 (2027/2028)	Year 2 (2028/2029)	Optional Year 3 (2029/2030)	Optional Year 4 (2030/2031)
77	2-ply toilet paper	EA	1	\$	\$	\$	\$	\$
78	Liquid hand soap	EA	1	\$	\$	\$	\$	\$
79	Air fresheners	EA	1	\$	\$	\$	\$	\$
80	Bathroom deoderant refills	EA	1	\$	\$	\$	\$	\$
81	Trash can liners	EA	1	\$	\$	\$	\$	\$
82	Soap Dispensers	EA	1	\$	\$	\$	\$	\$
83	Towel Dispensers	EA	1	\$	\$	\$	\$	\$
84	Toilet Seat Cover Dispensers	EA	1	\$	\$	\$	\$	\$
85	Toilet Paper Dispensers	EA	1	\$	\$	\$	\$	\$
86	Batteries for Dispensers	EA	1	\$	\$	\$	\$	\$
87	Multi-fold towels	EA	1	\$	\$	\$	\$	\$
88	Furniture Polish	EA	1	\$	\$	\$	\$	\$
89	Flat Urinal Mats	EA	1	\$	\$	\$	\$	\$
90	Urinal Liners	EA	1	\$	\$	\$	\$	\$
91	Trash can liners	EA	1	\$	\$	\$	\$	\$
92	Toilet seat covers	EA	1	\$	\$	\$	\$	\$
93	Multi-purpose Cleaner	EA	1	\$	\$	\$	\$	\$
94	Hourly Rates	UOM	QTY	Initial six (6) Months	Year 1 (2027/2028)	Year 2 (2028/2029)	Optional Year 3 (2029/2030)	Optional Year 4 (2030/2031)
95	Normal Business Hours, Hourly Rate	HR	1	\$	\$	\$	\$	\$
96	After-hours, Hourly Rate	HR	1	\$	\$	\$	\$	\$
97	Weekend On-Call, Hourly Rate	HR	1	\$	\$	\$	\$	\$
98	Emergency Call-out Hourly Rate	HR	1	\$	\$	\$	\$	\$
99	Parts/Supply Mark up %	%	1	%	%	%	%	%
100	Additional Costs	EA	1	\$	\$	\$	\$	\$

***IF A SEPARATE RATE SHEET FOR SUPPLIES IS NECESSARY DUE TO DIFFERING UNITS OF MEASURE, PLEASE ATTACH TO SCHEDULE OF VALUES SHEET. ANY OTHER APPLICABLE RATES SHEETS MAY ALSO BE ATTACHED TO THE SCHEDULE OF VALUES SHEET. ATTACHING COMPANY RATE SHEET IN LIEU OF COMPLETING AGENCY SCHEDULE OF VALUES WILL NOT BE ACCEPTED. *INCOMPLETE OR NON-COMPLIANT SCHEDULES OF VALUES/RATE SHEETS WILL RESULT IN THE BIDDER BEING DEEMED NONRESPONSIVE AND DISQUALIFIED.**

SCHEDULE OF VALUES AND IF APPLICABLE RATE SHEET ACKNOWLEDGMENT AND CERTIFICATION

By signing below, the Service Provider acknowledges that it has read, reviewed, and fully understands all requirements pertaining to the Schedule of Values and Rate Sheet(s) included in this RFP. Service Provider certifies that all required pricing has been provided completely and in accordance with the RFP requirements.

Service Provider further acknowledges that incomplete, inaccurate, or non-compliant Schedule(s) of Values/Rate Sheet(s) may result in the proposal being deemed non-responsive and disqualified from further consideration.

By signing below, the Service Provider agrees that this acknowledgment is binding upon the Service Provider and confirms its responsibility to comply with all applicable rate sheet requirements.

Company Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

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

[SERVICE PROVIDER NAME]

This AGREEMENT FOR Service Provider 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 INLAND VALLEY DEVELOPMENT AGENCY, a joint powers authority created pursuant to Government Code Sections 6500, et seq., (the "IVDA") collectively, referred to as "AGENCY", and _____ (the "Service Provider").

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 SERVICE PROVIDER. The AGENCY staff designated in **Exhibit B** shall be responsible for the direction of any services to be performed by the Service Provider and any Subcontractor to the Service Provider under this Agreement. The Service Provider 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 AGENCY to request services from the Service Provider.

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 AGENCY reserves the right through the actions of the Chief Executive Officer of the AGENCY to terminate this Agreement at any time either with or without cause and at the sole convenience of the AGENCY upon delivery of notice of termination to the Service Provider in accordance with Section 12; provided, however, that upon the effective date of any such termination, the AGENCY shall be responsible to pay and/or reimburse the Service Provider for all services, materials and supplies as may have been furnished to the AGENCY through such termination date in accordance with the Scope of Services as referenced in Section 3.

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

4. PAYMENT BY AGENCY FOR WORK PERFORMED BY SERVICE PROVIDER.

A. The AGENCY shall compensate the Service Provider 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 Service Provider and all employees of the Service Provider 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 Service Provider shall invoice the AGENCY for services performed by the Service Provider under this Agreement each calendar month during the Term of this Agreement.

D. The Service Provider 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 Service Provider shall set forth the time and expenses of the Service Provider incurred in performance of the Scope of Services, during the period of time for which the invoice is issued. Each invoice of the Service Provider shall clearly set forth the names of the individual personnel of the Service Provider and any individual Subcontractor utilized by the Service Provider, 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 Service Provider shall be accompanied by copies of all third party invoices for other direct costs incurred and paid by the Service Provider during such time period. AGENCY shall pay all amounts set forth on the invoices of the Service Provider and approved by the authorized AGENCY 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 Service Provider hereunder shall be retained by the Service Provider and available to the AGENCY 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 AGENCY and to appropriate county, state or federal agencies and officials for inspection during the regular business hours of the Service Provider. If the Service Provider 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 Service Provider by the AGENCY under this Agreement, such records shall be retained by the Service Provider until all such litigation or audit has been resolved.

6. INDEMNIFICATION. The Service Provider shall defend, indemnify and hold harmless the AGENCY, 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 Service Provider, its officers, employees, subcontractors and agents, arising from or related to performance by the Service Provider of the services required under this Agreement.

7. INSURANCE. The Service Provider shall maintain insurance as set forth in this Section 7 throughout the Term of this Agreement. The Service Provider shall remain liable to the AGENCY pursuant to Section 6 above to the extent the Service Provider is not covered by applicable insurance for all losses and damages incurred by the AGENCY that are caused directly or indirectly through the actions or inactions, willful misconduct or negligence of the Service Provider in the performance of the services by the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider shall maintain general liability insurance with no exclusions or limitations relating to AGENCY Premises or Operations, written on an "Occurrence" policy form. "Claims Made" coverage will not be acceptable to the AGENCY unless such coverages have been fully disclosed by the Operator, and reviewed by the AGENCY prior to the execution of this Agreement. The AGENCY 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 Service Provider 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 AGENCY, with such modifications as the AGENCY may require. The Contractor's general liability coverage shall be primary.

(5) Prior to the commencement of any work by the Service Provider, the Service Provider shall deliver to the AGENCY 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 Service Provider purchases in satisfaction of the insurance requirements of this Agreement shall provide that the policy may NOT be canceled, terminated or modified in scope of coverage as it applies to the services to be provided by the Service Provider under this agreement, except upon thirty (30) days prior written notice to the AGENCY.

(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 Service Provider for performance of the work set forth in the Scope of Services shall be the sole property of the AGENCY, as of the time of their preparation and payment therefore by the AGENCY, and shall be delivered to the AGENCY upon written request to the Service Provider. The Service Provider 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 AGENCY without the prior express written consent of the AGENCY 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.

Service Provider shall execute, acknowledge and perform any and all acts which shall reasonably be required in order for AGENCY 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 Service Provider under this Agreement shall only be made by the Service Provider with the prior

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

10. CONFIDENTIALITY OF MATERIALS AND INFORMATION. The Service Provider 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 AGENCY 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 AGENCY. Service Provider shall safeguard and not disclose confidential information of the AGENCY 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 AGENCY, referred to collectively hereafter as "Confidential Information." Service Provider further agrees not to use Confidential Information except as may be necessary to perform the services identified in this Agreement for the AGENCY. Upon termination or expiration of this Agreement, or otherwise as requested by the AGENCY, Service Provider shall promptly deliver all Confidential Information to the AGENCY, 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 AGENCY shall pay the Service Provider for all work authorized by the AGENCY and completed, prior to the effective termination date.

B. In the event of a termination of this Agreement under this Section 12, the Service Provider 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 AGENCY within ten (10) calendar days of such termination and without additional charge to the AGENCY.

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.

SERVICE PROVIDER: Service Provider
Address
City, State and Zip Code

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

14. COMPLIANCE WITH LAW. The Service Provider 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 Service Provider under this Agreement. The Service Provider shall maintain all necessary licenses and registrations for the lawful performance of the services required of the Service Provider under this Agreement.

15. NONDISCRIMINATION. The Service Provider 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 Service Provider hereby certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status or national origin. Further, the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 AGENCY 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 Service Provider in furtherance of the Scope of Services pursuant to this Agreement. All such Subcontractors shall be disclosed in writing by the Service Provider to the Assistant Secretary of the AGENCY Commission, immediately upon Service Provider entering into any agreement or contract, either written or oral, with each such Subcontractor. It is the obligation of the Service Provider 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 Service Provider and/or its agents, representatives and intermediaries to comply with this Section 16 shall result in the inability of AGENCY staff to authorize and/or submit to the AGENCY governing body any amendments, change orders, extensions of time, etc., relative to this Agreement.

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

(initial here)

17. SERVICE PROVIDER AND EACH SUBCONTRACTOR ARE INDEPENDENT CONTRACTORS. The Service Provider shall at all times during the performance the services described in Exhibit A be deemed to be an independent Service Provider. Neither the Service Provider 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 AGENCY or any member agency of the AGENCY. The AGENCY 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 Service Provider or its Subcontractors to perform the services described in Exhibit A. Service Provider is entirely responsible for the immediate payment of all subcontractor liens.

18. CONFLICT OF INTEREST – AGENCY REPRESENTATIVES. Service Provider acknowledges that the AGENCY uses ethical business practices in the selection of its Contractors and in its other contracting practices. Service Provider certifies that neither it nor its employees or agents have, with an intent to establish or maintain a business relationship with the AGENCY 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 AGENCY involved in the negotiation of this Agreement; (ii) any member of any department of the AGENCY procuring items or services from the Service Provider under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the AGENCY. Further, Service Provider 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 AGENCY 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 AGENCY involved in the negotiation of this Agreement; (ii) any member of any department of the AGENCY procuring items or services from the Service Provider under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the AGENCY.

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

(initial here)

19. CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS. The Service Provider 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 AGENCY. The Service Provider further represents and warrants that neither the Service Provider, nor any number of individuals employed by the Service Provider or other contractors and Subcontractors of the Service Provider, or any others acting on behalf of or in concert with the Service Provider, have contributed to: (i) any member of the governing body of the AGENCY, (ii) any election committee of any member of the governing body of the AGENCY, (iii) any “friends of” election committee of any member of the governing body of the AGENCY, or (iv) any political action committee (“PAC”) representing, acting with or on behalf of any member of the governing body of the AGENCY, 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 AGENCY to approve this Agreement. The Service Provider 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 AGENCY and for ninety (90) calendar

days thereafter, similarly no such campaign and/or fund-raising contributions aggregating in excess of \$250.00 from the Service Provider and other contractors and Subcontractors of the Service Provider, or others action on behalf of or in concert with the Service Provider, 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 AGENCY 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 Service Provider acknowledges the obligations as set forth in this Section 19 by the initials of the agent signing on behalf of the Service Provider appearing below:

(initial here)

20. SERVICE PROVIDER INTERESTS ADVERSE TO THE AGENCY. Service Provider hereby represents that it has no interests adverse to the AGENCY or its individual member entities, at the time of execution of this Agreement. Service Provider hereby agrees that, during the Term of this Agreement, the Service Provider shall not enter into any agreement or acquire any interests detrimental or adverse to the AGENCY or its individual member entities. Additionally, Service Provider hereby represents and warrants to AGENCY that Service Provider and any partnerships, individual persons or any other party or parties comprising Service Provider, 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 AGENCY, property over which the AGENCY has jurisdiction or any members or staff of the AGENCY that have not been previously disclosed in writing to AGENCY, 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 Service Provider to perform the services to the AGENCY 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 Service Provider 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 Service Provider, 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 Service Provider, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Service Provider (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 Service Provider, 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 AGENCY 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 Service Provider is in the exclusive possession of another who fails or refuses to furnish the information, the Service Provider will so certify to the AGENCY 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 AGENCY 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 Service Provider under the contract until the Service Provider complies; and/or
- b. Canceling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Service Provider 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 Service Provider will take action with respect to any subcontract or procurement as the AGENCY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Service Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Service Provider may request the AGENCY to enter into any litigation to protect the interests of the AGENCY. In addition, the Service Provider 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 Service Provider without the prior written consent of the AGENCY.

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 AGENCY. This Agreement shall not be binding on the AGENCY until approved by the AGENCY Commission, approved as to form and legal content by AGENCY legal counsel, signed by the Chief Executive Officer and signed by an authorized representative of the Service Provider.

32. NON-EXCLUSIVITY. This Agreement shall not create an exclusive relationship between the AGENCY and the Service Provider for the services set forth in Exhibit A or any similar or related services. The AGENCY 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 Service Provider under this Agreement. The AGENCY reserves the discretion and the right to determine the amount of services to be performed by the Service Provider for the AGENCY 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 AGENCY by the Service Provider, if such services are requested by the AGENCY, 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.

AGENCY

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

Service Provider Name

Dated: _____

By:

Name:

Title:

EXHIBIT A

SCOPE OF SERVICES

EXAMPLE

EXHIBIT B
SUPERVISORY STAFF PERSONNEL

AGENCY Staff:

Chief Executive Officer

Director of Aviation

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

EXAMPLE

1. CIVIL RIGHTS

a. In all its activities within the scope of its airport program, the Service Provider is to comply with current 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 Service Provider 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 Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "Service Provider") 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).

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

- **Compliance with Regulations:** The Service Provider (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.
- **Nondiscrimination:** The Service Provider, 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 Service Provider 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.

- **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Service Provider 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 Service Provider of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - **Information and Reports:** The Service Provider 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 Service Provider is in the exclusive possession of another who fails or refuses to furnish the information, the Service Provider 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.
 - **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:
 - Withholding payments to the Service Provider under the contract until the Service Provider complies; and/or
 - Cancelling, terminating, or suspending a contract, in whole or in part.
2. **Incorporation of Provisions:** The Service Provider 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 Service Provider 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 Service Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Service Provider may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Service Provider may request the United States to enter into the litigation to protect the interests of the United States.