



REQUEST FOR PROPOSALS

AIRPORT FINANCIAL CONSULTING SERVICES FOR SACRAMENTO COUNTY DEPARTMENT OF AIRPORTS

Proposals Due:

**Tuesday, March 17th, 2026
12 P.M. Pacific Time**

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Attachments:

1. *Sample Agreement for Airport Financial Consulting Services for Sacramento County Department of Airports*
2. *FAA General Contract Provisions for Solicitations*
3. *County of Sacramento Contractor Certification of Compliance Form*
4. *Contractor Identification Form*

February 4, 2026

TO: Prospective Service Providers

FROM: Aubrie Hollars
Administrative Services Officer II
Sacramento County Department of Airports

SUBJECT: **Airport Financial Consulting Services for Sacramento County Department of Airports**

I. SUMMARY AND BACKGROUND

The County of Sacramento (County) owns and/or operates four airports in Sacramento County, including Sacramento International Airport (SMF), through the Department of Airports (SCDA or Department). The Department is issuing this Request for Proposals (RFP) to solicit proposals from prospective service providers (Proposers) for Airport Financial Consulting services.

II. DEADLINE AND PROPOSAL SUBMISSION

Submittals shall be comprised of one (1) digital PDF copy of the Proposal (in a format compatible with Adobe Acrobat) and one (1) digital copy of the Proposal compatible with Microsoft Word in DOC or DOCX format.

- Proposals are due no later than 12:00 P.M. Pacific Time (PT) on March 17, 2026.
- All late responses will be rejected.
- Proposals must be submitted via OpenGov.

III. PURPOSE AND OBJECTIVES

The purpose of this Request for Proposals (RFP) is to engage qualified consultants to provide comprehensive financial, strategic, and operational advisory services to support the Sacramento County Department of Airports. These services will ensure effective management of financial resources, compliance with regulatory requirements, and optimization of revenue streams while advancing the Department's long-term capital and operational objectives. The selected consultant(s) will deliver expert analysis and guidance to

strengthen fiscal sustainability, mitigate risk, and enhance the Department's ability to meet evolving industry standards and stakeholder needs.

1. Financial and Risk Management

- A. Provide independent financial and risk analyses to support informed decision-making.
- B. Develop and validate financial models, forecasts, and sensitivity analyses for operating and capital budgets.
- C. Ensure compliance with applicable regulations, accounting standards, and grant requirements.

2. Capital Planning and Strategic Support

- A. Advise on capital plan development and its impact on operating budgets.
- B. Support strategic planning initiatives to align financial resources with long-term infrastructure goals.
- C. Assist in cost allocation studies and reporting tools to improve transparency and efficiency.

3. Bond Feasibility and Financing

- A. Prepare consultant certifications and reports required for bond issuance under the Master Bond Resolution.
- B. Deliver projections and analyses of air traffic, revenues, and expenses to support financing strategies.
- C. Collaborate with staff to develop rates and charges documentation for bond-related requirements.

4. Rental Car Concession Program Development

- A. Provide strategic, financial, and operational planning for the County's rental car concession program and CONRAC facility.
- B. Advise on best practices, revenue enhancement opportunities, and policy objectives.
- C. Support development of concession agreements, bid documents, and industry engagement strategies.

5. Stakeholder Communication and Compliance

- A. Assist in preparing clear, concise presentations and reports for internal and external stakeholders.
- B. Facilitate effective communication with airlines, rental car companies, and regulatory agencies.
- C. Ensure adherence to County policies and industry standards throughout all phases of engagement.

6. General Financial and Analytical Support

- A. Provide additional financial, analytical, and advisory services as reasonably required by the Department to support its operational, strategic, and regulatory objectives.
- B. Such services may include, but are not limited to, specialized studies, ad hoc analysis, policy evaluations, and other financial or operational consulting tasks that align with the Department's mission.
- C. This provision ensures flexibility for the Department to obtain expert guidance on emerging needs, unforeseen circumstances, or evolving requirements that may not be explicitly defined in the scope above, provided such services are consistent with applicable laws, regulations, and County policies.

IV. ANTICIPATED SCOPE OF SERVICES

The scope of work in each of the subject areas described below is a general guide and is not intended to be a complete list of all services that may be required or desired in that subject area. Given the broad range of possible services, the Department encourages Proposers to submit a response for all subject areas where they meet or exceed the minimum qualifications described in this RFP.

1. Financial, Risk and Capital Plan Management and Analysis:

Provide financial analysis, risk analysis, strategic planning and/or consulting services relating to the Department's finances, risk management and economic impact, including but not limited to sources of revenue, capital and operating budgets and expenditures, risk management and loss control, compliance matters, and other relevant economic indicators. Assigned tasks include modeling, forecasting sensitivity analysis, validation of internal studies, providing independent opinions, and development of reports and presentations. Services that may be requested include the following:

A. Services related to sources of Department revenue:

- I. Prepare analyses of Passenger Facility Charges (PFCs) and Customer Facility Charges (CFCs), including optimal use of revenues.
- II. Advise on various aspects of the Department's rates and charges model, including ongoing updates, compliance with the County's Scheduled Airline Operating Agreement and Terminal Building Lease with airlines operating at SMF (collectively, Airline Agreements), evaluation of the effect of changes to standards from the Governmental Accounting Standards Board (GASB) and Generally Accepted Accounting Principles (GAAP), and evaluation of potential future scenarios.
- III. Advise on the County's Airline Agreements, including implementation and interpretation of existing agreements and negotiation of future agreements.

IV. Advise on and support grant compliance and evaluation of airport projects that are or may be funded through federal grant programs.

B. Financial Planning, Capital Plan, Operating Budget and Expenditures:

I. Provide strategic planning services relative to the County's operating budget and financial and capital plans.

II. Advise on operating budget and expenditures related matters, perform analyses and develop financial models as needed.

III. Analyze financial and business implications of proposed updates to the capital plan on operating budget; develop financial models as needed.

IV. Advise on the airline Majority-in-Interest review of capital spending process and perform analyses as needed, as contemplated in the Airline Agreements.

V. Advise on management and reporting tools related to the Department's capital and operating budgets.

VI. Perform cost allocation studies pursuant to Part 200 of Title 2of the Code of Federal Regulations (CFR) – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Bond Feasibility Services:

Prepare and deliver the Department Consultant's certificate and supporting projections and analysis that are required to meet the applicable test for issuing additional bonds under applicable master bond resolutions. Prepare a related Report of the Department Consultant to be included in the Department's bond offering documents, which will require the consultant to perform the following services:

- A. Obtain actual data on air traffic and traffic-related activities (e.g. jet fuel utilization, rental car and groundside activities), revenues, expenses, and rates, covering all areas of commercial aviation and provide analysis and discussions of trends.
- B. Prepare or validate projections regarding air traffic, jet fuel utilization, rental car and groundside activities, or other related activities, including an analysis and discussion of the County's economic base for supporting air transportation at the County's airports.
- C. Review the Department's planned capital program and its impact on revenues and expenses.
- D. Work with Department staff to prepare an analysis of airline rates and charges and projections per the Airline Agreements.
- E. Prepare rates and charges documents or presentations for review, meetings and distribution in support of the Department Consultant's certificate and report.

3. Rental Car Concession Program:

Assist and support Department management and staff and provide recommendations to develop and implement the County's Rental Car Concession Program in conjunction with its development of new consolidated rental car (CONRAC) facilities at SMF. Services will include strategic business planning, financial planning, and operational planning support. The selected consultant will assist the County with the development of its policies and objectives and implementation strategies and will advise and support the County with the presentation of information to, facilitate clear and concise exchange of information with rental car companies. Specific services required will include, but are not limited to the following:

A. General Services

- I. Participate with members of staff and other consultants in the planning and development of its rental car concession program and facilities.

- II. Plan, coordinate, and attend meetings among County staff, the rental car industry and other consultants.
- III. Assist with the development of meeting agendas and communicate early with participants prior to meetings to improve preparedness and to resolve administrative matters during agenda development. Advise staff concerning anticipated actions and reactions of the rental car industry.
- IV. Advise staff on current best practices and revenue enhancement opportunities at other airports.
- V. Assist staff with coordination, development and review of legal documentation with the County's legal counsel.

B. Strategic Planning

- I. Assist management with determination of strategic business, finance, and policy objectives for the Rental Car Concession Program.
- II. If applicable, develop scenarios relating to changes to the County's current CFC rate in accordance with California's CFC statutes (Government Code section 50474 et seq.); develop CFC sources and uses model and make recommendations regarding sizing and timing of CFC rate changes, if applicable and desirable.
- III. Provide advice and guidance on the impact of Transportation Network Companies (TNCs) on rental car transaction activity and financial projections.
- IV. Attend meetings with staff and rental car industry representatives.

C. Business and Financial Planning, Development and Implementation.

- I. Develop terms and conditions for a “bridging” agreement, in consultation with Department staff and counsel, to cover the period until beneficial occupancy of the new CONRAC facilities.
- II. Identify and recommend approaches to managing new market entrants and small market share operators.
- III. Assist in development of business terms for a new Rental Car Concession Program, including for use in Request For Proposals (RFP), Request For Qualifications (RFQ), and Request For Qualifications and Experience (RFQ&E) specifications and concession and lease agreements to be issued by the Department.
- IV. Prepare a report to the Department describing and summarizing current best practices in regards to Business Terms at other comparable/peer airports.
- V. Provide support to County with the presentation(s) and discussion of business and finance terms with the rental car industry.
- VI. Develop facility space allocation and re-allocation scenarios, and review and provide recommendations to the County regarding any such scenarios presented by the rental car companies.

D. Rental Car Concessionaire Selection Process

- I. If requested, recommend a process for selection of rental car concessionaires, such as public procurement methods, direct negotiations, or other industry-standard approaches.
- II. Recommend and assist with the development and review of concession bid documents and other necessary agreements relevant to the implementation of the rental car concession program, provide samples of relevant documents from other airports; advise and provide information on industry best practices at other relevant airports.

- III. Prepare with Department staff and attend rental car industry meetings and Pre-proposal conference(s).
- IV. Debrief with Department staff after meetings.
- V. Review rental car industry questions and comments on bid specification documents and recommend County responses.

E. Post Selection Phase

- I. Coordinate compliance with participant selection process terms and County policies particularly with respect to facility and space locations and allocations.
- II. Review operational plans and potentially assist in the development of a rental car CONRAC consortium to operate and maintain the facility.

F. General Financial and Analytical Support

- I. Provide additional financial, analytical, and advisory services as reasonably required by the Department to support its operational, strategic, and regulatory objectives.
- II. Such services may include, but are not limited to, specialized studies, ad hoc analysis, policy evaluations, and other financial or operational consulting tasks that align with the Department's mission and industry best practices.
- III. This provision ensures flexibility for the Department to obtain expert guidance on emerging needs, unforeseen circumstances, or evolving requirements that may not be explicitly defined in the scope above, provided such services are consistent with applicable laws, regulations, and County policies.

V. TERM AND EFFECTIVE DATE OF THE AGREEMENT

The Department intends to award an agreement in July 2026. The term of this agreement will be three (3) years, ending on June 30,

2029, with two (2) additional one-year options to extend the term, for a possible total term of five (5) years.

VI. HOW TO OBTAIN A COPY OF THIS RFP

A copy of this RFP and any addenda to it can be found on the following websites:

Sacramento County Department of Airports Website:
http://www.sacramento.aero/scas/opportunities/bids_and_requests

OpenGov Website:
[Procurement Portal](#)

VII. MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE

A Mandatory Virtual Pre-Proposal Conference is scheduled for February 11, 2026, from 1:30 P.M. to 3:30 P.M. PT. The purpose of the conference will be to discuss the requirements and objectives of this RFP. Department representatives will be available to answer questions from interested companies.

Please email Aubrie Hollars at HollarsA@Saccounty.gov to attend the Mandatory Pre-Proposal Conference. Attendance requests will be accepted until 12:00 P.M. on February 10, 2026.

Your e-mail should include your company's name and the names, phone numbers, and email addresses of those who will be attending the conference. Only two (2) representatives from any one (1) prospective proposer will be allowed. Attendance will be verified using this information. Once an attendance request is received, Department staff will send calendar invites to the listed attendees with the necessary log-on information. Failure to attend the Mandatory Pre-Proposal Conference will result in disqualification from further participation in this RFP and consideration for contract award.

VIII. FORMAT OF PROPOSAL

Proposals submitted in response to this solicitation must be prepared in the following format and must address the contents in this Section VIII and Sections IX, X, XI, and XII listed below. The proposal must be signed by an authorized employee or officer to receive consideration.

A. COVER LETTER FOR PROPOSALS

A cover letter must be included with the proposal and must be signed by an individual who is authorized to contractually bind the Proposer. The cover letter must be submitted on business letterhead and contain the following information:

1. Name and address of Proposer;
2. Name, telephone number, and e-mail address of a designated contact person;
3. Name, title, address, telephone number, and e-mail address of the individual(s) with authority to execute a binding agreement on behalf of the Proposer;
4. Demonstrated understanding of the work to be performed, the commitment to perform the work, and why the Proposer believes it is the best qualified to perform the work;
5. Acknowledgement of any Addenda that may be issued;
6. Acknowledgement that Proposer has reviewed the proposed sample agreement and the Scope of Services contained therein, a copy of which is attached as Attachment 1 to this RFP and incorporated herein;
7. A statement that the Proposer agrees to the sample agreement format, its content and all requirements as presented, including insurance coverage and limits (except as otherwise clearly described in the Proposal; see Section XVIII of this RFP); and
8. State other general information which the Proposer desires to include regarding the Proposer's business organization.

B. EXECUTIVE SUMMARY

The executive summary will list important features of the proposal and must include a statement certifying that the Proposer meets or exceeds the minimum requirements of this RFP.

C. REQUIRED DOCUMENTATION AND FORMS

In addition to the Cover Letter, the following documentation and forms must be completed and attached to the proposal:

1. County of Sacramento Contractor Certification of Compliance Form provided as Attachment 3 to this RFP; and
2. Contractor Identification Form provided as Attachment 4 to this RFP.

D. PAGE LIMITS

Proposals must be typed or printed in a font no smaller than eleven (11) point, on 8.5" by 11" sized pages. The proposal should be concise and must not exceed forty (40) pages, including any marketing materials.

The following items are not included in the page limit count:

1. Cover page;
2. Cover letter;
3. Staff resumes;
4. Contractor team organization chart;
5. County of Sacramento Contractor Certification of Compliance Form; and
6. Contractor Identification Form.

IX. MINIMUM QUALIFICATIONS

The following section describes the minimum required qualifications a Proposer must demonstrate to be eligible to submit a proposal. Proposals that do not meet these minimum qualifications will not be further evaluated or considered.

It is the respondent's responsibility to incorporate all pertinent information to effectively present a proposal and to communicate the respondent's qualifications. All respondents are required to thoroughly

review all Attachments detailing services required, specifications, and required reports.

- I. The Proposer must be registered with the California Secretary of State and permitted to conduct business in the State of California.
- II. The Proposer must have a minimum of five (5) years of airport financial management consulting experience.
- III. The Proposer must have provided airport financial consulting services to at least three (3) commercial airports (medium or large hub) since January 2021 (identify as described in Sections X and/or XII below).
- IV. Proposer must maintain insurance and worker's compensation policies that meet or exceed the minimum requirements of the Department.

X. STATEMENT OF QUALIFICATIONS

The selected Proposer must successfully demonstrate the capability to provide the services described in this RFP. Responses to this RFP should contain sufficient information to demonstrate qualifications and experience and cite previous examples of success and must respond to the following questions and include the following information:

- I. Describe previous work (within the past 5 years) by the Consultant that demonstrates experience specifically related to airport financial consulting services. Make sure to include any aviation and transportation related work performed. For each response provide:
 - A. Date(s) services were provided.
 - B. Identification of team member(s) who were instrumental in providing the described services.
 - C. A brief summary of the services provided and methodology used.
 - D. A summary of the results obtained.

- E. Provide a complete list of all airports for which the respondent is currently providing financial consultant services and briefly identify the specific services provided and indicate the expiration date of the term of the agreement(s).
 - F. Provide a complete list of all clients for which the respondent is currently providing airport financial consultant services and briefly identify the specific services provided and indicate the expiration date of the term of the agreement(s).
 - G. Provide a minimum of two examples of successful financial strategic plans.
 - H. Provide a summary of your firm's experience and qualifications and an explanation of what differentiates your firm from your competitors.
- II. Demonstrated experiences in the areas of:
- A. Feasibility Studies (e.g. Reports of the Airport Consultant) to support the issuance of General Airport Revenue Bonds.
 - B. Financial strategy development including rate covenant impact and financial planning.
 - C. Capital improvement financial assessment and development of new/alternative funding sources.
 - D. Prepared FAA-approved PFC applications that involve leveraging PFCs.
 - E. Preparation of Customer Facility Charge (CFC) proposals.
 - F. Experience in concession financial planning including rental car concession revenue analysis and forecasting.
 - G. Airport rental car concession agreements and CONRAC planning

III. Expert knowledge of, and practice in complying with, FAA regulations pertaining to airport financial management practices, including "FAA Policy on the Use of Airport Revenue", "FAA Policy on Airline Rates and Charges", FAA Grant Assurances for Airport Sponsors,

IV. Key Personnel Experience

A. Identify and provide a detailed resume for the proposed project manager for this assignment, including full work history, special qualifications and demonstrated experience.

B. Provide resumes for each member of your staff or team members proposed to be assigned to this project.

XI. FEE STRUCTURE, PROPOSAL COST, AND SCOPE

Please include the hourly rates for the project with a detailed breakdown of costs for all Airport Financial Consulting services included in the scope of work. Clearly identify any overhead multipliers or other fees not covered by the stated hourly rates, if applicable. Proposer shall include a proposed Fee Schedule for the initial three (3) year agreement and the two (1)-year term extensions. The terms of the resulting agreement will be subject to negotiation with the successful entity. The agreement will be executed using the Department's standard agreement, in the form attached as Attachment 1.

The terms of the resulting agreement will be subject to negotiations between the Department and the successful Proposer. Include anticipated hours for all employees proposed and justification of hours to complete the Scope of Services.

XII. REFERENCES

Provide the following information for at least five (5) clients with direct experience with your company, within the last five (5) years that can be contacted to provide a reference. Please include:

A. Company name;

B. Contact name;

- C. Contact title;
- D. Address;
- E. E-mail address;
- F. Telephone number; and
- G. Services performed.

Note that the Department reserves the right to contact past or current clients not provided by the Proposer and may evaluate those clients with the same consideration as those provided by the Proposer.

XIII. RFP TIMELINE

The table below describes the estimated timeline for the RFP process through award of agreement:

Dates	Event
February 4, 2026	Issuance of RFP
February 10, 2026 12 P.M. PT	Deadline to RSVP for Mandatory Virtual Pre-Proposal Conference
February 11, 2026	Mandatory Virtual Pre-Proposal Conference
February 24, 2026 12 P.M. PT	Deadline for submitting questions
March 10, 2026	Addenda issued if necessary, including Department’s responses to questions
March 17, 2026 12 P.M. PT	Proposals Due
April 14, 2026	Interview with the highest-ranked Proposers
May or June, 2026	Anticipated effective date of agreement with selected Proposer

The Department reserves the right to modify, at its sole and absolute discretion, this schedule and any specific deadlines, including the selected Proposer’s service start date.

XIV. EVALUATION OF PROPOSALS

The RFP evaluation process will include a specific focused review of each proposal by a panel of evaluators. Each proposal will be evaluated against other proposals received. Proposals must be

formatted and headlined in the order of Sections IX – XIII, indicated above, and must clearly answer / describe and or demonstrate all the required information requested herein.

Proposals will be evaluated based on the following criteria in the table on the following page:

Category	Points Towards Overall Score
Completeness of Response	Pass/Fail
Minimum Qualifications	Pass/Fail
Attendance to Mandatory Virtual Pre-Proposal Conference	Pass/Fail
References	Pass/Fail
Experience & Qualifications	40
Approach to Airport Financial Consulting	40
Cost Proposal	20
Total	100

Proposals will receive a final score based on the average of scores from the evaluation panel. The top Proposers based on the final score may be required to attend an in-person interview, which will serve as the basis for the panel’s final decision for award.

XV. QUESTIONS

All inquiries regarding this RFP and any request for clarification of the contents of this RFP must be directed in writing, via e-mail to Aubrie Hollars at HollarsA@saccounty.gov no later than February 17, 2026, at 12:00 P.M. Pacific Time.

Interested parties are hereby notified of the following:

- A. Telephone inquiries will not receive a response.
- B. Proposers are not to rely on oral instructions or clarifications to this RFP.
- C. If modifications to this RFP are necessary, the Department will respond in writing via addendum, which will be posted to the following websites:

Sacramento County Department of Airports Website:
http://www.sacramento.aero/scas/opportunities/bids_and_requests

OpenGov Website:
[Procurement Portal](#)

- D. Interested parties are encouraged to regularly check OpenGov and the Department's web site for possible updates to this RFP.
- E. Contact with or lobbying of any County representative other than Aubrie Hollars regarding this solicitation prior to the notice that the Proposer is or is not recommended for award is cause for disqualification.

XVI. BACKGROUND CHECKS

The selected Proposer's staff that will be working on-site unescorted or who require access to SMF, MHR, and SAC must:

- Pass the Departments background check; and
- Obtain an Airports access badge to conduct work in secured areas.

XVII. CONDITIONS

A. FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS

The contractor shall, at all times during the term of the agreement, comply with the provisions of the "Federal Aviation Administration (FAA) General Contract Provisions for Solicitations" (FAA Solicitation Provisions) and any subsequent revisions, updates, or amendments thereto. The most current version of the FAA Solicitation Provisions are included as Attachment 1 of this RFP.

B. DEPARTMENT'S RIGHT TO NEGOTIATE AGREEMENTS

The Department reserves the right to negotiate agreements with companies outside of the RFP process, even if such companies did not participate in the RFP process. The Department also reserves the right to not execute an agreement with any

Proposers. The Department accepts no liability for any costs incurred by Proposers to prepare and submit responses to this request.

C. PUBLIC DISCLOSURE OF RFP DOCUMENTS

The County will treat all information submitted in a proposal as available for public inspection once negotiations with the selected party have been completed. If copies of proposals are included with Board materials, the County will make such documents available for public inspection once staff has made a recommendation for award.

If a Proposer believes protected data is included in its proposal, the Proposer shall clearly identify the data and provide the legal basis in support of the asserted classification. Proposer must present such information separately as part of its proposal OR type in bold red letters the term "CONFIDENTIAL" on that specific part or page of the proposal which Proposer believes to be confidential. Classification of data as trade secret data will be determined pursuant to applicable law, and, accordingly, merely labeling data as "trade secret" does not necessarily make the data protected as such under any applicable law.

In order for the County to assert the confidentiality of any such information in the event a Public Record Act request is received, the Proposer must request, execute and submit a County-prepared written agreement to defend and indemnify the County for any liability, costs and expenses incurred in asserting such confidentiality.

The final determination of whether the County will assert a Proposer's claim of confidentiality shall be at the sole discretion of the County. Any information determined to be non-confidential shall be considered a public record. If the County determines that your information does not meet the criteria for confidentiality, you will be notified of the County's intent to release the public record pursuant to any Public Records Act request.

The Proposer agrees, as a condition of submitting its proposal, that the County will not, as between the parties, be liable or accountable for any loss or damage, which may result from a breach of confidentiality related to the proposal. The Proposer

agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the California Public Records Act, including legal fees and disbursements paid or incurred to enforce this provision.

D. TAXATION

Contractor shall cooperate with the County in all matters relating to taxation and the collection of taxes. It is the policy of the County to self-accrue use tax associated with its contracts. The use tax which is self-accrued will be remitted to the California State Board of Equalization designating the County as the place of business for the purpose of allocating local sales and use taxes.

E. NO CONFIDENTIAL OR PROPRIETARY INFORMATION

All information given to the Department or the evaluation panel in any correspondence, discussion, meeting or other communication before, with or after submission of a proposal, either orally or in writing, will not be deemed to have been, given in confidence and may be used or disclosed to others for any purpose at any time without obligation or compensation and without liability by the Department of any kind whatsoever. Evaluation scoring forms used by the evaluation panel are likewise considered public information subject to the California Public Records Act and will be available upon request after execution of an Agreement for services pursuant to this RFP.

XVIII. NEGOTIATION OF AGREEMENT

The selected Proposer shall execute an agreement with the County of Sacramento, using the standard agreement promulgated by the Office of the County Counsel. Any requested revisions, deletions, or additions, to the language in the attached sample agreement shall be clearly set forth in the Proposal for the Department's consideration. The agreement must be reviewed and approved by County Counsel prior to execution. The final agreement will be executed with electronic signatures via DocuSign.

COUNTY OF SACRAMENTO
Department of Airports

**AGREEMENT FOR
AIRPORT FINANCIAL CONSULTING SERVICES**

THIS AGREEMENT is made and entered into on _____, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____ [Name of contracting party and description of legal entity structure], hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County, through its Department of Airports ("Department"), owns and operates Sacramento International Airport ("SMF"); and Mather Airport (MHR), and also operates Sacramento Executive Airport (SAC) leased from the City of Sacramento; and

WHEREAS, the Department desires to obtain the services of a Contractor to provide airport financial consulting services at SMF, MHR, and SAC; and

WHEREAS, CONTRACTOR has proposed to provide the requested services for the compensation identified herein;

WHEREAS, pursuant to Government Code Section 31000, County is authorized to contract for specific special services with persons specially trained, experienced, and competent to perform such services; and

WHEREAS, pursuant to Sacramento County Code Section 2.61.440, the Department may include a provision in this Agreement authorizing an amendment to increase the maximum payment amount provided under this Agreement, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$25,000; and

WHEREAS, the services described herein are not services provided by County employees and are therefore not subject to the requirements of County Charter 71-J; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

2. TERM

This Agreement shall be effective and commence as of the date first written above and shall end three (3) years from effective date (Initial Term).

The Initial Term may be extended by the Director for two (2) additional one-year (1-year) options, for a possible total term of five (5) years, by providing Contractor with written notice of such election sixty (60) days prior to the expiration of the then existing Term. Any extensions to the term must be mutually agreed to by the parties and memorialized in a formal amendment to this Agreement.

3. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail or e-mail, addressed as follows:

TO COUNTY:

TO CONTRACTOR:

Director of Airports
Sacramento County
Department of Airports
6900 Airport Boulevard
Sacramento, CA 95837
air-market@SacCounty.net

Either party may change the address or e-mail address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. COMPLIANCE WITH LAWS

- A. CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.
- B. Economic Sanctions: Pursuant to California State Executive Order N-6-22 ("Order") imposing economic sanctions against Russia and declaring

support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

- C. [Add the following if over \$5 million:] CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or within 60 days of a request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. COUNTY shall keep the report on file as evidence of compliance with the Order.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or local government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

7. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services.

8. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR provided hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

9. STATUS OF CONTRACTOR

OPTION 1

[Use when Contractor has 5 or more employees, is an "excluded service provider", or when a tax waiver has been obtained from County Counsel.
See Chapter 15 of Contracts Manual for more details.]

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law,

shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

OPTION 2

[Use for contractors not covered by Option 1]

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law,

shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have:
- (1) Any entitlement as a COUNTY employee.
 - (2) Except as otherwise provided by this Agreement, the right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever.
 - (3) CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. Notwithstanding CONTRACTOR's status as an independent contractor, COUNTY shall withhold from payments made to CONTRACTOR such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding COUNTY's liability under said laws and does not abrogate CONTRACTOR's status as an independent contractor as described in this Agreement. Further, CONTRACTOR is not included in any group covered by COUNTY's present agreement with the federal Social Security Administration.

OPTION 3

[Use ONLY if Option 1 language is used and out-of-state contractor is not registered to do business in California; never use Option 3 in addition to Option 2:]

- F. Notwithstanding subparagraphs (A) and (E), it is further understood and agreed that COUNTY shall withhold seven percent (7%) of all income paid to CONTRACTOR under this agreement for payment and reporting to the California Franchise Tax Board because CONTRACTOR does not qualify as (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

10. REIMBURSEMENT OF EXPENSES [include this provision if Option 2 in “Status of CONTRACTOR” section is used]

Expenses shall be itemized as a separate line item on the monthly invoice for payment. Original receipts are required to be submitted for reimbursement.

11. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR’s name, address, telephone number, social security number or federal tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

12. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR’s failure to comply with state and federal child, family and spousal support reporting requirements regarding CONTRACTOR’s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR’s failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

13. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees’ Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

14. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (“SCERS”) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONTRACTOR’s provision of services under this Agreement.

15. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR’s officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

16. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649, inclusive.

17. PUBLIC COMMUNICATIONS

- A. CONTRACTOR agrees to acknowledge in all public communications and public outreach related to the program and/or project funded under this Agreement that the program and/or project is supported by Sacramento County. CONTRACTOR shall ensure that this acknowledgment is clear, prominent, and accurately reflects that funding is provided by Sacramento County.
- B. CONTRACTOR shall include the following statement in all relevant materials, including but not limited to press releases, websites, brochures, and social media posts:

"This program [OR project] is made possible through funding provided by Sacramento County."

CONTRACTOR shall also display the official Sacramento County logo, as provided by the COUNTY, alongside this acknowledgment statement, where feasible and appropriate.

- C. CONTRACTOR further agrees to promptly inform COUNTY of any public communications or public outreach activities related to the program and/or project. CONTRACTOR shall submit drafts of any press releases or promotional materials for review and approval by COUNTY prior to dissemination.

18. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, gender identity, gender expression, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

19. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, officials, employees, authorized volunteers, and agents (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, arising out of or resulting from CONTRACTOR's performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, except for loss caused by the sole negligence of an Indemnified Party.
- B. To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR, CONTRACTOR's subcontractors, or any party used by CONTRACTOR in performance of this Agreement.
- C. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

20. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

21. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

22. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with the COUNTY's Web Accessibility Policy.

23. FAA ASSURANCES

CONTRACTOR will, at all times during this Agreement, comply with the Airport Sponsor Assurances ("Assurances") and any subsequent revisions, updates, or amendments thereto. The provisions of the Assurances may change during the term of this Agreement, and those changes will be incorporated into this Agreement without the necessity of a formal amendment. COUNTY is not responsible for notifying CONTRACTOR of any changes to the Assurances. CONTRACTOR is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website (see www.faa.gov/airports/aip/grant_assurances)

24. FAA CONTRACT PROVISIONS

CONTRACTOR shall, at all times, during the term of this Agreement, comply with the FAA Contract Provisions ("Contract Provisions") and any subsequent amendments, applicable to the activities, rights and duties contemplated under this Agreement. A copy of the Contract Provisions is attached as Exhibit D and incorporated by reference. CONTRACTOR shall include compliance with the Contract Provisions in all other agreements it enters into with third parties, pertaining to, referencing or otherwise related to the activities regarding the subject matter of this Agreement.

25. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C.
- B. CONTRACTOR shall submit an invoice in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless

CONTRACTOR has obtained prior written COUNTY approval to the contrary.

- D. CONTRACTOR shall maintain for four (4) years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

26. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of COUNTY personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

27. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.
- C. The Director has authority to approve assignment of this Agreement under paragraphs (A) and (B), above.

28. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent,

or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by Director and County Counsel.

29. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

30. TIME

Time is of the essence of this Agreement.

31. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

32. DIRECTOR

As used in this Agreement, "Director" shall mean the Director of the Department of Airports, or his/her designee. Director shall administer this Agreement on behalf of COUNTY and is authorized to make administrative amendments to this Agreement on behalf of the COUNTY relating to scope of work or services; pricing; performance standards, milestones, schedules, and timelines; management practices; and similar matters so long as such amendments do not affect the Total Maximum Payment Amount set forth in Exhibit C (including adjustments authorized under this Agreement and Sacramento County Code § 2.61.440). Unless otherwise provided herein or required by applicable law, Director shall be vested with all the rights, powers, and duties of COUNTY herein. With respect to matters subject to the approval, satisfaction, or discretion of COUNTY, the Director's decision in such matters shall be final.

33. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved

within fifteen (15) calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

34. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of mid-year budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the

services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.
- F. The Director has authority to terminate this Agreement under paragraphs (A), (B) and (C), above.

35. REPORTS

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by Director concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code Section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to COUNTY are members of SCERS. CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous six (6) months. This report shall be forwarded to where Notice is sent pursuant to Section 3 of this Agreement.

36. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

37. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

38. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

39. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

40. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

41. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants

to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

42. DUPLICATE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which together shall be deemed one and the same agreement. The Agreement shall be deemed executed when it has been signed by both parties.

Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

43. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D and E attached hereto are part of this Agreement and are incorporated herein by reference.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

[name of Contractor and type of business entity]

By: _____
Cynthia A. Nichol
Director of Airports
Department of Airports

By: _____

Name: _____

Title: _____

“COUNTY”

“CONTRACTOR”

Date: _____

Date: _____

Agreement approved by
Board of Supervisors

Agenda Date: _____

Item Number: _____

Resolution Number: 2026-_____

Contract and Contractor Tax Status Reviewed and Approved by County Counsel

By: _____

Date: _____

Katrina G. Nelson
Supervising Deputy County Counsel

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Insurance Requirements
- Exhibit C - Compensation
- Exhibit D - FAA Contract Provisions

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and _____
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

1. SERVICE LOCATION(S)

Facility Name(s): Sacramento International Airport (SMF)
Street Address: 6900 Airport Boulevard
City and Zip Code: Sacramento, CA 95837

POTENTIAL ADDITIONAL SERVICE LOCATION(S)

Facility Name(s): Mather Airport (MHR)
Street Address: 10425 Norden Ave.
City and Zip Code: Mather, CA 95655

Facility Name(s): Sacramento Executive Airport (SAC)
Street Address: 6151 Freeport Blvd.
City and Zip Code: Sacramento, CA 95822

2. DESCRIPTION OF SERVICES

The scope of work in each of the subject areas described below is a general guide and is not intended to be a complete list of all services that may be required or desired in that subject area. Given the broad range of possible services, the Department encourages Proposers to submit a response for all subject areas where they meet or exceed the minimum qualifications described in this RFP.

1. Financial, Risk and Capital Plan Management and Analysis:

Provide financial analysis, risk analysis, strategic planning and/or consulting services relating to the Department's finances, risk management and economic impact, including but not limited to sources of revenue, capital and operating budgets and expenditures, risk management and loss control, compliance matters, and other relevant economic indicators. Assigned tasks include modeling, forecasting sensitivity analysis, validation of internal studies, providing independent opinions, and development of reports and presentations. Services that may be requested include the following:

A. Services related to sources of Department revenue:

- I. Prepare analyses of Passenger Facility Charges (PFCs) and Customer Facility Charges (CFCs), including optimal use of revenues.
- II. Advise on various aspects of the Rates and Charges model, including ongoing updates, compliance with the County's Scheduled Airline Operating Agreement and Terminal Building Lease (Airline Agreement), evaluation of the effect of changes to standards from the Governmental Accounting Standards Board (GASB) and Generally Accepted Accounting Principles (GAAP), and evaluation of potential future scenarios.
- III. Advise on the County's Airline Agreement with airlines, including implementation and interpretation of existing agreements and negotiation of future agreements.
- IV. Advise on and support grant compliance and evaluation of airport projects that are or may be funded through federal grant programs.

B. Financial Planning, Capital Plan, Operating Budget and Expenditures:

- I. Provide strategic planning services relative to the County's operating budget and financial and capital plans.
- II. Advise on operating budget and expenditures related matters, perform analyses and develop financial models as needed.
- III. Analyze financial and business implications of proposed updates to the capital plan on operating budget; develop financial models as needed.
- IV. Advise on the airline Majority-in-Interest review of capital spending process and perform analyses as needed.
- V. Advise on management and reporting tools related to capital and operating budgets.
- VI. Perform cost allocation studies pursuant to Title 2, Part 200 of the Code of Federal Regulations (CFR) – 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Bond Feasibility Services:

Prepare and deliver the Department Consultant's certificate and supporting projections and analysis that are required to meet the applicable test for issuing additional bonds under the Master Bond Resolution. Prepare a related Report of the Department Consultant to be included in the Department's bond offering documents, which will require the consultant to perform the following services:

- A. Obtain actual data on air traffic and traffic-related activities (e.g. jet fuel utilization, rental car and groundside activities), revenues, expenses, and rates, covering all areas of commercial aviation and provide analysis and discussions of trends.
- B. Prepare or validate projections regarding air traffic, jet fuel utilization, rental car and groundside activities, or other related activities, including an analysis and discussion of the County's economic base for supporting air transportation at the County's airports.
- C. Review the Department's planned capital program and its impact on revenues and expenses.
- D. Work with staff to prepare an analysis of airline rates and charges and projections per the Airline Agreement.
- E. Prepare rates and charges documents or presentations for review, meetings and distribution in support of the Department Consultant's certificate and report.

3. Rental Car Concession Program:

Assist and support management and staff and provide recommendations to develop and implement the County's Rental Car Concession Program in conjunction with its development of new consolidated rental car (CONRAC) facilities at SMF. Services will include strategic business planning, financial planning, and operational planning support. The selected consultant will assist the County with the development of its policies and objectives and implementation strategies and will advise and support the County with the presentation of information to, and facilitate clear and concise exchange of information with rental car companies. Specific services required will include, but are not limited to the following:

- A. General Services
 - I. Participate with members of staff and other consultants in the planning and development of its rental car concession program and facilities.

- II. Plan, coordinate, and attend meetings among County staff, the rental car industry and other consultants.
- III. Assist with the development of meeting agendas and engage participants in advance to improve preparedness and to resolve administrative matters. Advise staff concerning anticipated actions and reactions of the rental car industry.
- IV. Advise staff on current best practices and revenue enhancement opportunities at other airports.
- V. Assist staff with coordination, development and review of legal documentation with the County's legal counsel.

B. Strategic Planning

- I. Assist management with determination of strategic business, finance, and policy objectives for the rental car concession program.
- II. If applicable, develop scenarios relating to changes to the County's current Customer Facility Charge (CFC) rate in accordance with the California CFC statute; develop CFC sources and uses model and make recommendations regarding sizing and timing of CFC rate changes if applicable and desirable.
- III. Provide advice and guidance on the impact of Transportation Network Companies (TNCs) on rental car transaction activity and financial projections.
- IV. Attend meetings with staff, attend meetings with rental car industry.

C. Business and Financial Planning, Development and Implementation.

- I. Develop terms and conditions for a "bridging" agreement to cover the period until beneficial occupancy of the new CONRAC facilities.
- II. Identify and recommend approaches to managing new market entrants and small market share operators.
- III. Assist in development of business terms for the new concession program, including Request For Proposal (RFP), Request For Qualification (RFQ), and Request For

Qualifications and Experience (RFQ&E) specifications and concession and lease agreements.

- IV. Provide current best practices at other comparable/peer airports.
- V. Provide support to County with the presentation(s) and discussion of business and finance terms with the rental car industry.
- VI. Develop facility space allocation and re-allocation scenarios, and review and provide recommendations to the County regarding any such scenarios presented by the rental car companies.

D. Rental Car Concessionaire Selection Process

- I. If requested, recommend a process for selection of rental car concessionaires, such as public procurement methods, direct negotiations, or other industry-standard approaches.
- II. Recommend and assist with the development and review of concession bid documents and other necessary agreements relevant to the implementation of the rental car concession program, provide samples of relevant documents from other airports; advise and provide information on industry best practices at other relevant airports.
- III. Prepare with Department staff and attend rental car industry meetings and Pre-Proposal conference(s).
- IV. Debrief with Department staff after meetings.
- V. Review rental car industry questions and comments on bid specification documents and recommend County responses.

E. Post Selection Phase

- I. Coordinate compliance with participant selection process terms and County policies particularly with respect to facility and space locations and allocations.
- II. Review operational plans and potentially assist in the development of a rental car CONRAC consortium to operate and maintain the facility.

3. SCHEDULE

CONTRACTOR shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between COUNTY and CONTRACTOR.

4. RESPONSIBILITIES OF COUNTY AND CONTRACTOR FOR SCOPE

- A. COUNTY, or its authorized representatives, shall review all documents submitted by CONTRACTOR and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CONTRACTOR. COUNTY shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONTRACTOR's services and of the project.
- B. CONTRACTOR shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the COUNTY shall not be deemed to constitute acceptance or waiver by COUNTY of any error or omission as to such work. CONTRACTOR shall coordinate the activities of any subcontractors.
- C. CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention (CDC) including staff education, staff training, routine cleaning of staff and public space, on-site washing facilities, and to the extent applicable Personal Protective Equipment (PPE) donning and maintenance. CONTRACTOR shall submit a plan for compliance with these standards to COUNTY. This safety plan and/or narrative description shall describe the education, training, routine cleaning, on-site washing facilities and the PPE to be used or provided by the CONTRACTOR. Compliance with these standards is not a reimbursable expense pursuant to this Agreement.

5. AUTHORITY OF CONTRACTOR PERFORMING SCOPE OF WORK

CONTRACTOR is retained to provide and perform the scope of services covered by this Agreement. CONTRACTOR, including CONTRACTOR's assigned personnel, shall have no authority to represent COUNTY or COUNTY staff at any meetings of public or private agencies unless an appropriate COUNTY official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONTRACTOR shall possess no authority or right to act on behalf of COUNTY in any capacity

whatsoever as agent, nor to bind COUNTY to any obligations whatsoever. COUNTY is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

6. PUBLICATION OF DOCUMENTS AND DATA

CONTRACTOR shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the COUNTY without the prior written consent of COUNTY, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the COUNTY or CONTRACTOR.

7. PROJECT PERSONNEL

In the performance of the services hereunder, CONTRACTOR shall provide the personnel as set forth in the [title of response]. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the Director or his authorized representative before any such change may be made. Key contacts for this project shall be as follows:

COUNTY:	NAME: PHONE: E-MAIL:	
CONTRACTOR:	NAME: PHONE: E-MAIL:	

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and _____
hereinafter referred to as "CONTRACTOR"**

INSURANCE REQUIREMENTS

I. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property which may arise from or is in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its employees, agents, representatives, subcontractors, or any other party for which CONTRACTOR is legally liable.

The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the public are adequately protected.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Personal Lines automobile insurance shall apply if vehicles are individually owned with limits of no less than \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with

limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONTRACTOR's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate covering CONTRACTOR's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

5. **Cyber Liability:** Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. **Technology Professional Liability Errors & Omissions:** Insurance appropriate to CONTRACTOR's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the COUNTY in the care, custody, or control of the CONTRACTOR.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR.

III. **INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, as applicable, the following provisions:

1. **Additional Insured Status:** The COUNTY, its Board of Supervisors, and all COUNTY officers, officials, employees, volunteers, and agents (“Additional Insureds”) are to be covered as additional insureds on the general and auto liability policies with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement on the CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage:** For any claims related to this Agreement, the CONTRACTOR’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the CONTRACTOR’s insurance and shall not contribute with it. This also applies to any CONTRACTOR Excess or Umbrella liability policies.
3. **Umbrella or Excess Policy:** The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable if the Primary and Umbrella or Excess Policies provide all the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONTRACTOR’s primary and excess liability policies are exhausted.
4. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled without notice to the COUNTY.
5. **Waiver of Subrogation:** CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement

that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

6. **Self-Insured Retentions:** Self-insured retentions (“SIR”s) must be declared to and approved by the COUNTY in writing. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or COUNTY. Any and all deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the Additional Insureds. The COUNTY may deduct from any amounts otherwise due CONTRACTOR to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the CONTRACTOR. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The COUNTY reserves the right to obtain a copy of any policies and endorsements for verification.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the County Risk Manager.
8. **Claims Made Policies:** If any of the required policies provide claims-made coverage (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.
9. **Verification of Coverage:** CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this Exhibit. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The COUNTY reserves the

right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Any failure, actual or alleged, on the part of the COUNTY to monitor or enforce compliance with any of the insurance requirements is not deemed a waiver of any rights on the part of the COUNTY.

10. **Severability of Interest:** The CONTRACTOR 's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
11. **Subcontractors:** If CONTRACTOR uses subcontractors or others to perform work under this Agreement, such subcontractors or other persons shall be Named Insured or Additional Insured to the CONTRACTOR's required insurance coverage or required by the CONTRACTOR to comply with equivalent insurance and conditions of this section.
12. **Maintenance Of Insurance Coverage:** CONTRACTOR shall provide COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONTRACTOR is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such insurance has been replaced, or its cancellation notice is withdrawn, without any interruption in coverage, scope or limits. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this Agreement. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.
13. **Special Risks or Circumstances:** COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

**EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and _____
hereinafter referred to as "CONTRACTOR"**

COMPENSATION

1. MAXIMUM PAYMENT TO CONTRACTOR

The Maximum Total Payment Amount under this Agreement is: \$ _____

2. AMENDMENT

Pursuant to Sacramento County Code section 2.61.440 this Agreement may be amended by the Director to increase the maximum compensation amount; provided, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$25,000.

3. ITEMIZED TASKS AND SUBTASKS

If CONTRACTOR's [title of response] contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of COUNTY's Project Manager. CONTRACTOR shall promptly notify COUNTY's Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. COUNTY's Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

4. WORK NOT IN SCOPE OF SERVICES

CONTRACTOR shall immediately notify the COUNTY's Project Manager in writing of any work that the COUNTY requests to be performed that CONTRACTOR believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the Director approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONTRACTOR's compensation is approved and executed by both parties.

5. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION

CONTRACTOR shall notify COUNTY's Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.

6. SUBMISSION OF INVOICES

CONTRACTOR shall address and submit all invoices associated with this Agreement by email to the following contact:

Project Manager: Doug McDonald
Email: McDonaldD@SacCounty.gov

7. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provisions of this Agreement, COUNTY shall address and submit payments to CONTRACTOR at address in the Notice provision of this Agreement.

Contractor's Name
Address
Address
Address

CONTRACTOR may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to COUNTY, which shall be effective upon receipt.

**EXHIBIT D to Agreement
Between the COUNTY OF SACRAMENTO
Hereinafter referred to as "COUNTY",
and _____
hereinafter referred to as "CONTRACTOR"**

**REQUIRED FEDERAL AVIATION ADMINISTRATION LANGUAGE FOR
PROFESSIONAL SERVICES CONTRACTS**

A. ACCESS TO RECORDS AND REPORTS

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

B. BREACH OF CONTRACT

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

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

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

C. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, Consultant 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, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

This provision binds Consultant and its subcontractors from the bid or proposal solicitation period through the completion of the Agreement.

D. TITLE VI SOLICITATION NOTICE

As a condition of a grant award, the County shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The County shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

E. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

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

- a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b) Cancelling, terminating, or suspending a contract, in whole or in part.

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

F. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 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 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq.).

G. CLEAN AIR/AIR POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

H. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

I. DISADVANTAGED BUSINESS ENTERPRISE

The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying Consultant from future bidding as non-responsible.

J. TEXTING WHEN DRIVING

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

In support of this initiative, the County encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text

messaging while driving motor vehicles while performing work activities associated with the services provided under this Agreement. Consultant must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with this Agreement.

K. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

L. FEDERAL FAIR LABOR STANDARDS ACT

This Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

M. TRADE RESTRICTION CERTIFICATION

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

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

3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms

as published by USTR, unless Consultant has knowledge that the certification is erroneous.

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

N. CERTIFICATION REGARDING LOBBYING

Consultant certifies by signing and submitting its proposal, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of

this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

O. OCCUPATIONAL SAFETY AND HEALTH ACT of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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

Consultant and its subcontractors agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act (P.L. 115-232, § 889(f)(1)).

Q. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Consultant certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Consultant warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA)

regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

R. CERTIFICATION REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

[make sure certifications are checked in executed contract]

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

Certifications

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

Note

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

Term Definitions

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

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

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

S. VETERAN'S PREFERENCE

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

FAA SOLICITATION PROVISIONS

TITLE VI SOLICITATION NOTICE

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the County of Sacramento to practice nondiscrimination based on race, color, sex, or national origin in the

award or performance of this contract. The County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

The Bidder/Offeror warrants that all UAS operations will be conducted in full compliance with all applicable FAA regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

ATTACHMENT 3

**COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- _____ (a) the CONTRACTOR is a government or non-profit entity (exempt), or
- _____ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- _____ (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- _____ (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at www.childsup.ca.gov.

CONTRACTOR NAME

DATE

PRINTED NAME OF PERSON AUTHORIZED TO SIGN

SIGNATURE

CONTRACTOR IDENTIFICATION FORM

Contractor is exempt.

If not exempt, CONTRACTOR TO COMPLETE:

Company Name	_____		
Company Address	_____		
Taxpayer ID	_____	Company Telephone Number	_____
1. Do you or anyone else own 25% or more of this Contractor/ Company? (Sole Proprietors answer yes)	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
2. If so, is dependent health insurance available to/or through Contractor/Company?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
If YES to question #1, please complete the following as to each of these individuals:			
Principal Owner Name	_____		
Social Security #	_____	Residence Telephone #	_____
Residence Address	_____		
Principal Owner Name	_____		
Social Security #	_____	Residence Telephone #	_____
Residence Address	_____		
Principal Owner Name	_____		
Social Security #	_____	Residence Telephone #	_____
Residence Address	_____		
Principal Owner Name	_____		
Social Security #	_____	Residence Telephone #	_____
Residence Address	_____		

Completed by: _____ **Date:** _____

DEPARTMENT TO COMPLETE: (Note: This form does not need to be sent to DCSS if exempt but the County Contract Officer may want to keep for their records)

Contract/PO #	Amount Paid/Payable \$	Term

Department Submitting Information: _____
 Department Contact Person: _____
 Telephone Number: _____ E-mail Address: _____

