

ATTACHMENT 1

AGREEMENT FOR PARKING RESERVATION SYSTEM SERVICES AT SACRAMENTO INTERNATIONAL AIRPORT

THIS AGREEMENT is made and entered into as of this _____ day of _____ 2025, by and between the County of Sacramento (County), a political subdivision of the State of California, and [Contractor Name] (Contractor), [Contractor Info].

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 an online parking reservation/prebooking system for parking facilities at SMF; and

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, by Resolution No. 2025-_____, County Board of Supervisors authorized the Director of Airports (Director) to negotiate and execute this Agreement; 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:

I. SCOPE OF SERVICES

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

II. TERM

- A. This Agreement shall be effective and commence as of the date first written above, and shall end on June 30, 2031 (Initial Term).
- B. The Initial Term may be extended by the Director for one (1) additional five-year (5-year) option, for a possible total term of ten (10) 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.

III. 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 or e-mail address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

- A. Contractor shall observe and comply with all applicable federal, State, and County laws, regulations and ordinances.
- B. Contractor shall, at all times during the term of this Agreement, comply with the provisions of the Federal Aviation Administration (FAA) 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 and is incorporated into this Agreement by this reference.

https://www.faa.gov/airports/aip/grant_assurances

- C. 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
- D. [If over \$5M]: CONTRACTOR shall provide a written report to COUNTY within sixty (60) days of the effective date of the contract or sixty (60) days upon request regarding compliance with economic sanctions and steps taken in response to Russia's actions 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.

V. 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.

VI. 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 County government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

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

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor 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.

IX. STATUS OF CONTRACTOR

OPTION 1

Use for Service Providers with 5 or More Employees or When a Tax Waiver has been Obtained from County Counsel

- 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 the 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 the 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 all other Service Providers

- 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 the 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 the County to employees of the 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.

X. CONTRACTOR IDENTIFICATION

Contractor shall provide the County with the following information for the purpose of compliance with the California Unemployment

Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: Contractor's name, address, telephone number, social security number, and whether dependent health insurance coverage is available to Contractor.

XI. 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 a 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 ninety (90) days of notice by County shall be grounds for termination of this Agreement.
- C. If Contractor has a Principal Owner, Contractor shall provide Principal Owner information to the County upon request. Principal Owner is defined for purposes of this Agreement as a person who owns an interest of twenty-five percent (25%) or more in the Contractor. Information required may include the Principal Owner's name, address, and social security number. Failure to provide requested information about a Principal Owner within sixty (60) days of request shall be deemed a material breach of this Agreement and may be grounds for termination.

XII. 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 (SCERS) 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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, gender identity, 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.

XVII. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

XVIII. 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.

XIX. 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. In addition, Contractor shall comply with the security provisions set forth in Exhibit E, attached hereto and incorporated herein by reference. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this Agreement.

XX. WEB ACCESSIBILITY

Contractor shall ensure that all web sites and web applications provided by Contractor pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XXI. 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, or Exhibit C as modified by County in accordance with express provisions in this Agreement.
- B. Contractor shall submit an invoice on the forms and 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 of the month 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 (1) 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.

XXII. 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.

XXIII. 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 Agreement 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.

XXIV. 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 counsel for County.

This Agreement may be amended to increase the maximum payment 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.

XXV. SUCCESSORS

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

XXVI. TIME

Time is of the essence of this Agreement.

XXVII. 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 (1) party on the basis that the other party prepared it.

XXVIII. DIRECTOR

As used in this Agreement, "Director" shall mean the Director of the Department of Airports, or their designee. Director shall administer this Agreement on behalf of the County, and has authority to make administrative amendments to this Agreement on behalf of the County relating to scope of 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 (including adjustments authorized under Sacramento County Code section 2.61.440) set forth in Exhibit C. 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 herein subject to the approval, satisfaction, or discretion of County or Director, the decision of the Director in such matters shall be final.

XXIX. 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.

XXX. 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 reductions.

- D. If this Agreement is terminated under paragraph A or C above, Contractor shall only be paid for any services 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 expenses 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.

XXXI. 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 the 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 the County with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXII. 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 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.

XXXIII. 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.

XXXIV. 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.

XXXV. 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).

XXXVI. 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.

XXXVII. DUPLICATE COUNTERPARTS

This Agreement and any amendments hereto may be executed in duplicate counterparts. The Agreement and subsequent amendments shall be deemed executed when signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement and subsequent amendments, with such scanned signatures having the same legal effect as original signatures. This Agreement and any subsequent amendments to it may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXVIII. 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.

XXXIX. FAA ASSURANCES

Contractor will, at all times during this Agreement, comply with the provision of the Airport Sponsor Assurances (Assurances) and any subsequent revisions, updates, or amendments thereto. A copy of the current Assurances is attached as Exhibit D and incorporated herein by this reference. 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. [Please see www.faa.gov/airports/aip/grant_assurances]

XL. FAA CONTRACT PROVISIONS

Contractor shall, at all times, during the term of this Agreement, comply with the provisions of 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 activates regarding the subject matter of this Agreement.

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 type of political subdivision of the State of California

[Contractor Name], [Contractor Info]

By: _____
Cynthia A. Nichol
Director of Airports

By: _____

Date: _____

Date: _____

REVIEWED AND APPROVED:

By: _____
Katrina G. Nelson
Supervising Deputy County Counsel

Date: _____

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Insurance Requirements for Contractors
- Exhibit C – Budget Requirements
- Exhibit D – FAA Contract Provisions
- Exhibit E – Security Supplemental Terms and Conditions

**EXHIBIT A to Agreement
between the County of Sacramento (County)
and [Contractor Name] (Contractor)**

SCOPE OF SERVICES

I. SERVICE LOCATIONS

Facility Name(s): Sacramento International Airport (SMF)

Street Address: 6900 Airport Blvd.

City and Zip Code: Sacramento, CA 95837

II. DESCRIPTION OF SERVICES

PART 1 - GENERAL DEFINITIONS

List of Abbreviations:

ADA	Americans with Disabilities Act
API	Application Programming Interface
AVI	Automated Vehicle Identification
CCPA	California Consumer Privacy Act
EMV	Europay, MasterCard, and Visa
FAQ	Frequently Asked Question
IP	IP Parking Inc.
LPR	License Plate Recognition
PA-DSS	Payment Application Data Security Standard
PCI	Payment Card Industry
PCI DSS	Payment Card Industry Data Security Standard
PGS	Parking Guidance System
PII	Personally Identifiable Information
POF	Pay On Foot
PRS	Parking Reservation System
PSP	Payment Service Provider
ROADS	Repository of Airport Data System
SAT	Site Acceptance Test
SCS	Space Count System

1.1 RESPONSIBILITIES

- A. For purposes of these Scope of Services, "Contractor" shall mean the successful Contractor and any of its subcontractors or subconsultants employed in the provision of PRS and associated support services.
- B. The Contractor shall provide, maintain, and monitor a fully hosted online prepaid PRS that accepts reservations and bank card payments for both the test bed (Phase 1) and production phases (Phases 2 and 3).
 - 1. The Contractor shall ensure all interfaces and integrations are provided as defined in this document.
 - 2. The PRS parameters shall be flexible enough to be configurable to meet Department's current and future needs.
 - 3. The PRS shall be fully implemented as a web interface, allowing the Department to utilize all its functionalities from any browser, regardless of geographical location.
- C. The Contractor shall provide the following:
 - 1. Customization of the PRS website (within the constraints of the proposed PRS website templates) as directed by the Department.
 - 2. Hosted payment page as part of the online PRS website.
 - 3. Setup Department parking products and revise, as needed, until go-live.
 - 4. Booking widget for the Department website main page to input reservation dates and times.
 - 5. Links in the Department website to the online PRS website.
 - 6. Links in the PRS website to FAQ's, Terms & Conditions (T&C's), privacy policy, parking maps, and other relevant information.
- D. The Department will provide the following:
 - 1. All necessary logos, fonts, colors, graphics, and pictures.
 - 2. Content to be displayed for website links.
- E. The PRS information security provisions, policies and procedures shall be equivalent to those of the Department's.
- F. The PRS shall accept the following identifiers for lane access:
 - 1. QR code
 - 2. License plate (with QR code as a backup)
- G. The PRS shall operate in all unstaffed PRS-configured lanes.

- H. Reservation QR codes scanned at POF stations shall display a message identifying the QR code as a reservation and to proceed to the exit lane.
- I. The PRS shall provide reservation, variable pricing, and yield management features.
- J. The PRS shall be configurable to offer upsell products as part of the booking process.
- K. The PRS shall be configurable to offer ancillary products and services and bundles as part of the booking process.
- L. The Contractor shall provide the Department and its representatives access to the PRS administrative software application that provides a reservation dashboard, data tools and filter, reports, and changes to PRS configurations including product/price/promotion management. and pricing.

1.2 MINIMUM REQUIREMENTS

The selected Contractor shall deliver a fully functional PRS that meets or exceeds the following minimum requirements:

A. Compliance and Regulatory Requirements

- 1. The PRS shall conform to the most current versions of all applicable codes, regulations, and standards, including but not limited to:
 - a. PCI DSS
 - b. ADA accessibility standards
 - c. Federal, State of California, Sacramento County, and other applicable local ordinances and regulations
- 2. The Contractor shall provide documentation confirming compliance with the above standards.

B. System Integration

- 1. The PRS shall integrate with SMF's existing PARCS solution via a documented and supported API.
- 2. The PRS shall fully support the exchange of the following data in real time:
 - a. Reservation creation, modification, and cancellation
 - b. Credential generation (QR code, LPR, or AVI ID)
 - c. Occupancy management and access validation

d. Financial transaction reconciliation

C. Functional Capabilities

The PRS must:

1. Support reservation lookup and modification by users
2. Allow for discount or promotional codes to be applied at checkout
3. Enable dynamic pricing and product-based inventory control

D. Administrative Tools

The PRS shall include a secure, web-based admin portal with:

1. Real-time visibility of reservations and inventory
2. Customizable reports and dashboards
3. Marketing and campaign configuration tools
4. User role-based access control
5. Ability to configure blackout dates, restricted times, and limited time offers

E. Reporting and Auditing

The PRS shall provide comprehensive financial and operational reports, including:

1. Daily reservation activity
2. Revenue summaries by location/product/date
3. Reconciliation with PARCS transactions
4. Promotion/campaign effectiveness tracking
5. Export capability to CSV, PDF, and API feeds

F. Security and Data Privacy

In addition to PCI DSS compliance, the PRS shall:

1. Encrypt all PII and financial data in transit and at rest
2. Adhere to best practices for user authentication and session management
3. Include audit logging and alerting for security events
4. Comply with CCPA requirements

G. System Availability and Performance

The PRS must maintain:

1. 99.9% system uptime (excluding scheduled maintenance)

2. Response time under two (2) seconds for core reservation transactions under normal load
3. Redundant hosting with data backup and disaster recovery protocols

H. Support and Maintenance

The Contractor must provide the following:

1. 24/7/365 technical support
2. Defined incident escalation protocols
3. Regular software updates and security patches
4. Onboarding and training support for SMF personnel

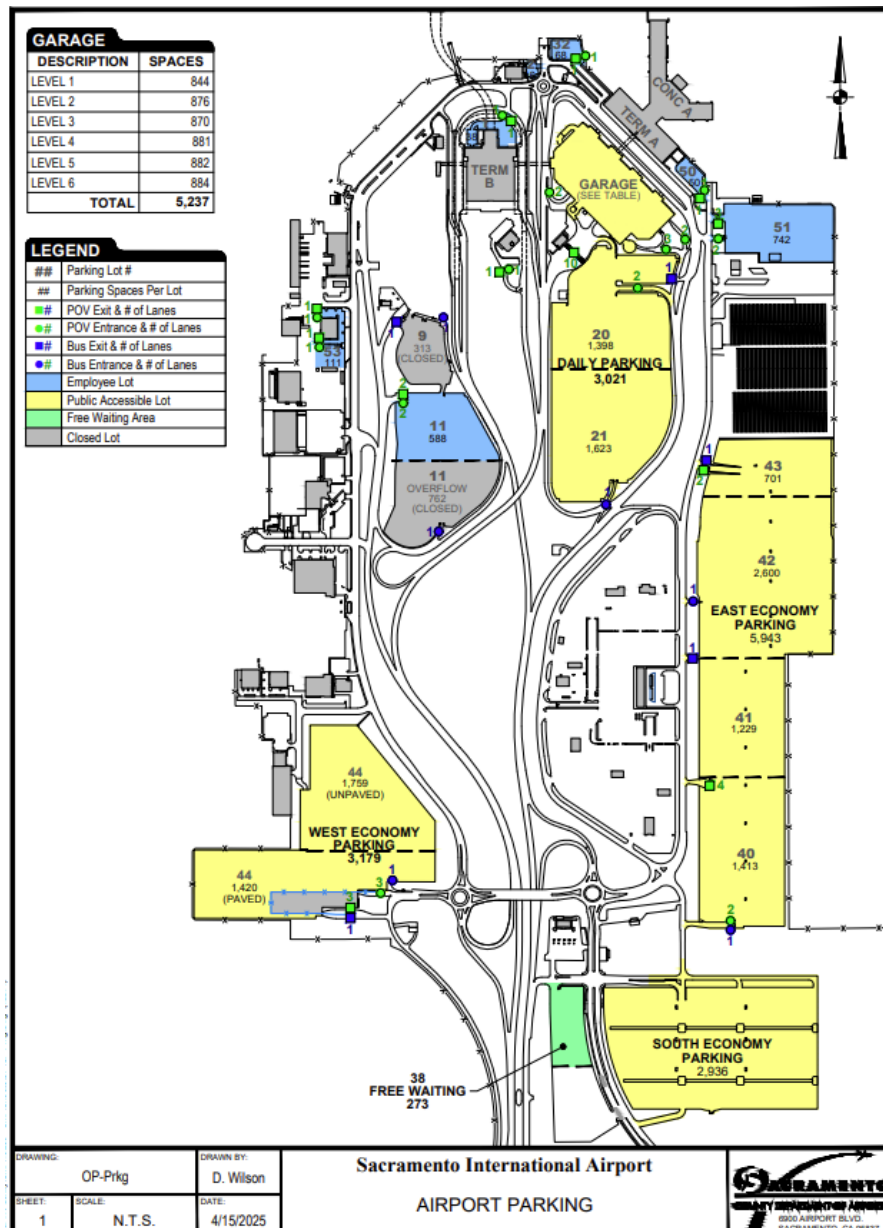
I. Future Scalability and Flexibility

The PRS must be designed to:

1. Accommodate the addition of new parking facilities and products (e.g., valet, EV charging)
2. Support integration with future SMF applications (e.g., mobile app, loyalty programs)
3. Allow multi-lingual support and ADA accessibility compliance enhancements

1.3 PARKING FACILITIES DESCRIPTION

A. SMF Parking Facility Map



B. Facilities Description – Table 1 provides information for the overall SMF parking facilities. SMF has a PARCS test bed in Terminal B with one entry lane, one exit lane, and one pay-on-foot station.

Table 1: Summary of SMF Parking Facility Counts

Parking Facility	Parking Spaces	Entry Lanes	Exit Lanes	No. of Pay Stations	Bus Entry Lanes	Bus Exit Lanes
Garage A	5,237	7	10	6	0	0
Hourly B Parking	733	2	3	1	0	0
Daily A Parking	3,021	2	-	1	1	1
East Economy Lot	5,943	2	6	1	2	3
West Economy Lot	3,179	2	2	1	1	1
South Economy Lot*	2,936	2	2	1	1	1
Employee Parking (Lot 11)	1,350	2	2	0	1	1
Employee Parking (Lot 50)	50	1	1	0	0	0
Reservation Lot (Lot 51)	718	2	2	0	0	1
Employee Lot (Lot 53)	113	1	2	0	0	0
	27,267	19	25	11	6	8

Table 1 – Proposed Parking Facility Counts

C. SMF Parking Transactions – Table 2 provides a comparison of the monthly historical and forecasted number of originating and non-originating enplanements.

Table 2: SMF Historical Parking Transactions

Location	Avg. Monthly Transactions	Total Annual Transactions
Garage A Entries	51,945	623,338
Hourly B Parking	56,451	677,416
Daily A Parking Entries	22,795	273,540
Combined Garage A / Daily A Exits	74,098	889,180
East Economy Lot	59,807	717,678
West Economy Lot	5,917	70,998
Revenue Parking Totals	271,013	3,252,150
Employee Parking: Lot 11	126,036	1,512,432
Employee Parking: Lot 51	62,573	750,876
Employee Parking Totals	188,609	2,263,308

The PRS must also meet the following requirements to ensure long-term scalability, operational readiness, and financial accountability.

D. Future System Expansion

The PRS must be built to support future expansion, system enhancements, and integration with additional facilities, technologies, and third-party systems anticipated under the SMForward development program.

1. Long-Term Scalability

The PRS shall support expansion to new parking products and facilities for a minimum of five (5) years, aligned with phased implementation of SMForward projects.

2. Modular and Upgradeable Design

The PRS architecture shall be modular and scalable, enabling the Airport to deploy or remove system components with minimal disruption.

3. Expansion-Ready Functionality

The PRS shall accommodate future enhancements, including but not limited to:

- a. Integration of additional parking facilities, including surface lots, garages, and valet service zones.
- b. Open and well-documented APIs for integration with third-party systems (e.g., loyalty programs, mobile apps, business analytics platforms).
- c. Addition of new features and functional modules without re-platforming.
- d. Remote firmware and software updates without the need for field equipment replacement or system downtime.

E. Required PRS Service Components

The selected Contractor shall provide all necessary software, infrastructure, and support services required to deliver and maintain a fully operational, prepaid PRS, both in the test environment and in live production.

1. System Hosting and Monitoring

Contractor shall provide and maintain a secure, cloud-hosted PRS with 24/7 monitoring, including uptime tracking, performance analytics, and threat detection.

2. Software and Interface Support

Contractor shall maintain all software components, APIs, and system interfaces required for complete end-to-end functionality of the PRS.

3. Test Bed and Production Deployment

The PRS shall be configured, deployed, and validated in a test bed environment prior to production use. Functional, security, and integration testing must be conducted at both stages.

4. Revenue Processing and Deposits

Contractor shall process all online prepayments and ensure daily deposits of revenue into a designated Sacramento County financial institution. Deposits must include full transaction records and settlement summaries.

5. Reconciliation and Financial Reporting

- a. The PRS shall produce detailed daily and monthly financial reports that enable reconciliation between sales and deposits.
- b. Reports must include breakdowns by product type, transaction volume, upsell revenue, unearned/deferred revenue, and refund activity.

6. Operational Reports

The PRS shall generate and export reports summarizing:

- a. Reservations by product type
- b. Upsell performance
- c. Customer behavior and purchasing trends
- d. Cancellations, no-shows, and earned vs. unearned revenue

7. Documentation and Training

Contractor shall provide:

- a. Comprehensive system operating manuals
- b. Step-by-step administrative procedures
- c. User-friendly training materials (slides, videos, quick-start guides)
- d. Onsite or virtual training sessions for designated Airport staff

8. Warranty and Post-Warranty Support

Contractor shall offer a warranty on all hosted software and services for a minimum of two (2) years post go-live.

Post-warranty support shall include:

- a. Ongoing system monitoring
- b. Helpdesk services
- c. Software patches and updates
- d. Performance optimization as needed

F. Phasing of PRS:

1. Phase 1: The PRS will be installed in Department's test bed location for testing purposes and Department approval.
2. Phase 2: Once approval is provided from Phase 1, the PRS will be deployed to production for testing in one entry lane and one exit lane per direction of Department staff.
3. Phase 3: Once approval is provided from Phase 2, the PRS will be deployed across the entire designated lot.

PART 2 - PRS REQUIREMENTS

For purposes of these Scope of Services, "Contractor" shall mean the successful Contractor and any of its subcontractors or subconsultants employed in the provision of PRS and associated support services.

2.1 API INTEGRATION REQUIREMENTS

- A. The PRS shall expose and consume robust, secure, and well-documented APIs to enable seamless data exchange between the PRS, SMF systems, and third-party applications. All API components must adhere to the following requirements:

1. API Architecture & Standards

- a. RESTful Design: All endpoints shall follow REST principles, using appropriate HTTP methods (GET, POST, PUT, DELETE) and standard status codes.
- b. Versioning:
 - APIs must be versioned (e.g., v1, v2) in the URL path to allow backward-compatible enhancements.
 - Deprecation notices must be provided at least ninety (90) days before end-of-life for any version.

B. Core Endpoints & Payloads

1. At a minimum, the PRS API suite shall include the following endpoint groups:

Endpoint Group	Key Operations
Reservations	• Create/modify/cancel reservation • Retrieve reservation details
Inventory & Availability	• Query real-time space counts by facility, product, and time window
Credentials & Access	• Generate QR codes or LPR/AVI tokens • Validate credentials at entry/exit
Payments & Refunds	• Process payment authorization and capture • Initiate refunds and adjustments
Reporting & Audit Logs	• Export financial transactions • Retrieve audit trail for reservation activity

2. Each endpoint must clearly document:
 - a. Required and optional parameters
 - b. Request/response schemas (with examples)
 - c. HTTP status codes and error messages

C. Documentation & Support

1. Developer Portal:
 - a. Interactive API documentation (Swagger/OpenAPI specification) with "try-it-out" functionality.
2. Change Management:
 - a. Public changelog of API updates.
 - b. Advance notification (minimum 30 days) of breaking changes.
3. Technical Support:
 - a. Dedicated API support channel (email or ticketing).
 - b. SLA for API issue response: High-priority incidents addressed within four (4) business hours.

D. The Contractor shall provide, maintain, and monitor all software and API interfaces necessary to deliver a complete and functional online prepaid PRS for Phases 1-3.

- E. Provide a PSP API interface to perform the following:
1. Process PRS website sales and deposits into the Department's bank account. Department's payment gateway is TNS / (previously named ADVAM), and its clearinghouse is Grant Street.
 2. Push PRS data to IP's Parkbase software.

- F. PRS Data Transmittal Frequency:
1. Credit Card Approval: 5-7 seconds during the reservation process.

2. Sales Deposit: Daily to Department's bank.
 3. Reservation Data to/from PARCS: Near real-time.
 4. Admin Module/Dashboard Refresh: Every 5 minutes.
 5. Data to BI Tools (LAZ BI and ROADS BI): Daily.
- G. The Contractor shall test the following in the test bed and then in production:
1. The PRS website.
 2. The PRS API's.
 3. The PRS interface with the PARCS entry and exit lane hardware and pay stations.
 4. The PRS API receiving data from the PARCS.
 5. The Report API.

2.2 PRS CONTRACTOR RESPONSIBILITIES

- A. Reservation Recognition - Detect and process pre-booked reservations when customers present access credentials.
- B. Access Identifier Support - Support both QR-code scanning and license-plate recognition in all SMF entry and exit lanes.
- C. Real-Time Occupancy Updates - Push upcoming reservation data to the Department in real time for accurate occupancy management.
- D. Configurable Inventory Controls - Maintain separate, configurable space counts in the PARCS control system for each reservation product.
- E. Overstay Management - Automatically calculate and collect any overstay fees at exit.
- F. Grace-Period Configuration - Apply distinct entry and exit grace periods specifically for reservation transactions.
- G. Reporting and Revenue Tagging - Flag reservation transactions and prepaid revenue in all standard PARCS reports.
- H. Timed Nesting - Enable designated nested reservation zones with time-based nesting controls.
- I. API Integration - Leverage IP's Exhibit G API documentation and perform any necessary additional development to fully interface the PRS with the IP PARCS.

1. PARCS API: Enables the PRS to receive data from IP's Parkbase software in near real-time.
2. Reporting API: Provide data to the Department's Business Intelligence (BI) tools, which are the LAZ BI and the Repository of Airport Data System (ROADS) BI which is developed in-house by the Department.

2.3 PRS CUSTOMER REQUIREMENTS

- A. The PRS shall offer an intuitive online tool for customers to easily reserve, modify, cancel, and pay for parking spaces.
- B. The booking path shall be clear and user-friendly, with built-in cross-sell and upsell capabilities to enhance customer choices.
- C. Customers shall be given the ability to conveniently select travel dates and view parking options, features, and rates across multiple facilities.
- D. The PRS shall feature a responsive design, automatically adjusting to the user's device for an optimal viewing experience.
- E. The PRS shall support all major browsers including Chrome, Firefox, Microsoft Edge, Safari, and mobile operating systems like Android and iOS.
- F. At launch, the PRS shall support multiple languages, primarily U.S. English and Spanish, ensuring accessibility for diverse users.
- G. Easy online customer enrollment shall be provided, with simple account creation, login functions, and management tools for updating user accounts, including:
 1. Account information (name, email, license plate)
 2. Account preferences (preferred products, language)
 3. Loyalty program enrollment (optional).
- H. User login shall be straightforward and should be achieved via multiple methods including:
 1. Email address
 2. Facebook account
 3. Gmail account
- I. Login functions shall offer:
 1. Recognition of user preferences

2. Modification/cancellation of reservations
 3. Viewing of reservation history and upcoming reservations
 4. Receipt printing
 5. Password reset
- J. The PRS shall display all available parking products for the selected reservation time, with an option to show sold-out products.
- K. Flexible product presentation shall be available, including:
1. Configurable product order
 2. Vertical, horizontal, and list views
 3. Multiple sorting criteria
- L. Parking products on the website shall include:
1. Product name, picture, branding, and description
 2. Transport method icons to the airport terminal
 3. Total product price
 4. Savings amount in dollars and percentages
 5. Number of spaces remaining
 6. Number of spaces recently sold
 7. Links to parking maps or details
- M. The PRS shall allow for offering ancillary products and services, with payments processed during the reservation. Delivery coordination shall be handled by the Department.
- N. Upsell of products shall be easily included in the booking process.
- O. Customer information required for checkout shall be configurable.
- P. The purchase page shall clearly and simply lay out all product information, taxes, and fees.
- Q. Customers shall receive a reservation confirmation at the time the reservation is finalized, which includes:
1. Reservation details (dates, parking product, price breakdown, payment details).
 2. Instructional content (text, pictures, video or links with content provide by the Department).
 3. Printable receipt.
- R. An email confirmation shall be sent to customers upon reservation completion, including:

1. Reservation details (dates, parking product, price breakdown, payment details).
2. QR code for entry and exit lanes and POFs.
3. Instructional content (text, pictures, video with content provided by SMF).
4. Printable receipt and reservation QR code.

2.4 ADMINISTRATION

- A. The PRS shall provide forward arrivals data for the number of future reservation customers expected to arrive for a specified time.
- B. The PRS shall include flexible self-service website content management features, capable of accommodating different products and branding, including, but not limited to:
 1. Landing Page
 2. Content Areas
 3. Product Descriptions
 4. Logos
 5. Images
 6. Maps
 7. Confirmation Receipts
- C. The PRS shall contain programmable variable pricing and yield management tools.
- D. The PRS shall allow Department staff to configure, modify, and delete the following with clear and simple tools:
 1. Products
 2. Rates
 3. Promotions
 4. Website page content
 5. Email content
 6. Link content
- E. The PRS shall provide multiple pricing options including 365-day pricing calendar and automatically accommodates leap year.
- F. The PRS shall contain the following “shortcuts” for ease of use:
 1. Sharing, linking, and cloning products.
 2. One-click pricing uploads.
 3. Automated import of third-party reservation data.

- G. The PRS shall offer configurable options for overstays and under stays such as:
1. Entry grace period - how far in advance of the actual reservation start time a customer can enter on their reservation.
 2. Reservation start time - whether the reservation starts at the actual entry time or the reserved start time.
 3. Exit grace period - how long after the reservation end time the customer has to exit before being charged for an overstay.
 4. Determine if a refund will be issued for customers who do not stay for the full reservation period.
- H. The PRS shall allow the breakdown of data and product/promotion performance data including, but not limited to:
1. Product
 2. Promotion
 3. Time Frame
 4. Sales Channel
- I. The PRS shall allow administrators to quickly and easily look up reservations in the parking office command center for trouble shooting if access credential is forgotten or not read. Administrator access may be limited to reservation lookups, if specified by the Department.
1. Administrators shall be able to easily search for reservations by reservation number, reservation dates, and by customer name.
- J. Marketing Tools:
1. The PRS shall have the ability to recognize and use variable and one-time use promotional codes.
 2. The PRS shall allow promotion codes to be re-used with different settings, for example the code 'Turkey' may be used every year for a Thanksgiving promotion and the promotion configuration may vary each year.
 3. The PRS shall include automated campaign performance management and tracking services.
 4. The PRS shall provide email and SMS text campaign features.
 5. The PRS shall provide integrations with third party marketing services.
 6. The PRS shall allow the Department to put tracking codes on site pages via Google Analytics.

2.5 DATA & REPORTING REQUIREMENTS

- A. The PRS shall provide real-time dashboards with configurable content display. Dashboard content options shall include for selectable periods (day, week, month, year) and by product, or all the following information:
1. Number of daily arrivals expected by product.
 2. Number of reservations made, number of requests, conversion rate.
 3. Number/percentage of cancellations and amendments.
 4. Calendar booking heatmaps or other display type to show reservation volumes by calendar day.
 5. Revenue, average daily rate, average reservation value.
 6. Average duration.
 7. Average lead days.
 8. Reservations by source (website, mobile, consolidators, 3rd parties).
 9. Inventory allocations by product.
 10. Occupancy history
 11. Inventory Dashboard shows product inventory, availability, and pricing.
- B. The PRS shall allow for the export of parking data in .csv, .xlsx, and .pdf formats.
- C. The PRS historical data shall be available for the duration of the contract.
- D. The PRS shall provide data query abilities that can be sorted with the following data fields for selectable start/end dates:
1. Reservation ID number
 2. Booked arrivals
 3. Booked return date
 4. Cancellation
 5. Modifications
 6. Booked duration
 7. Total reservation value (fee band)
 8. Payment card type
 9. Reservation date
 10. Day of the week
 11. Value and type of ancillary products and services sold
 12. Up-sales and value of up-sales
 13. Sales channel
 14. Selectable car park, group of car parks, or category
 15. Selectable periods:

- a. Weekends
 - b. Grouped days of the week
 - c. Whole weeks
- 16. If SMF selects the option to send data from the PARCS to the PRS:
 - a. Arrival time
 - b. Departures time
 - c. Overstay fee
 - d. Overstay payment method
 - e. No show
- E. The PRS shall provide a standard reporting module with select criteria available for each report by day, week and month.
- F. The PRS shall provide revenue reporting functions for selectable start/end times:
 - 1. Reports supporting reconciliation of daily website deposits to Department's bank account.
 - 2. Reports to identify revenue adjustments such as refunds.
 - 3. Reports to assist in determining unearned revenue.
 - 4. Reports by revenue type (products, source) with details on taxes, fees, and discounts.
 - 5. Future booking revenue and number of reservations.
 - 6. Detail reservation report showing details of each reservation.
- G. The PRS shall provide historical pricing reports.
 - 1. Records shall be easily viewed and accessed.
 - 2. Old pricing and promotional records shall not be overwritten.
- H. The PRS shall provide the ability to schedule reports by the administrator and send to multiple email addresses.
- I. The PRS shall provide a user defined report creator.

2.6 PAYMENTS & AUDIT REQUIREMENTS

- A. The Contractor shall be responsible for the PRS PCI compliance.
- B. The PRS shall be fully certified to the latest PCI DSS requirement standards at the time of proposed supplier submission.
- C. The PRS shall be EMV compliant.

- D. The Contractor shall prepare and submit to the Department a PRS Annual Report on Compliance (ROC).
- E. The PRS shall provide online real-time authorization for bankcard payments.
- F. For payments, the customer shall be directed to the PRS payment gateway's website to input bankcard information. The PRS gateway shall send the request to the processor ("clearinghouse"), which is currently Grant Street. The processor shall provide authorization for all bankcard purchase transactions.
- G. At the end of each business day, as mutually agreed by SMF and the gateway and processor, the PRS shall automatically provide necessary settlement data files.
- H. The PRS shall accept the following payment options:
 - 1. American Express
 - 2. MasterCard
 - 3. Visa
 - 4. Discover
- I. The PRS shall accommodate a product that can be cancelled up to the time of entry with an automated refund.
- J. The PRS shall allow for a configurable "cancel before" time period as a general setting for all products that do not have a higher price for cancellation up until time of entry.
- K. The PRS shall allow for end-to-end tracking of payments without heavy manual intervention such as:
 - 1. Auto-generated unique payment reference ID.
 - 2. Exact transaction date and time.
 - 3. Payment method.
 - 4. Value of the payment or the refund.
 - 5. Whether it was a payment or a refund.
 - 6. Associated reservation the payment was linked to.
 - 7. Last four digits of the card used to make the payment if applicable.
 - 8. Reference held by the payment service provider linked to the payment.
 - 9. Reservation change details, dates, increase/decrease in fees.
 - 10. Date, time, user ID of manual changes to reservations.

- L. The PRS shall keep a log of system administrator functions including:
 - 1. Date
 - 2. Time
 - 3. User ID
 - 4. Description

2.7 SYSTEM SECURITY REQUIREMENTS

- A. The Contractor shall provide the PRS hosting in a dedicated virtual private cloud environment.
- B. Hosting service uptime shall be 99.999% with no latency issues.
- C. The PRS shall provide scalable, load balanced web servers with redundancy and full disaster recovery, hosted in multiple secure data centers, preferably one of which is located within the USA.
- D. The Department shall retain sole ownership and rights to all customer data.
- E. The Contractor is prohibited from using customer data in any way that is not specified in this Agreement.
- F. The Contractor shall provide gateway servers to manage VPN connections in and out of the cloud.
- G. The Contractor shall provide SOC II or a similar report.
- H. The PRS shall provide licensing for a minimum of ten (10) users.
- I. The Contractor shall provide system uptime, reliability such as website failures and bankcard failures, and stability including error monitoring and submit how these will be measured and reported.
- J. The Contractor shall provide disaster recovery and submit procedures to the Department.
- K. The PRS shall provide security groups to control access through user permissions and tracking.
 - 1. Access to the PRS administration module shall require a valid user login and password.
 - 2. The PRS shall provide fully encrypted password management.
 - 3. The administration module provide granularity so that different users have access to different administrative features.

- L. The PRS shall provide credit card and PII data protection, i.e., any data that can be used to distinguish or trace an individual's identity.
- M. The PRS shall provide scalability and submit how this will be achieved.

2.8 OPTIONAL PRS FEATURES

- A. PARCS API for the PRS: The system shall receive data in near real-time from IP's Parkbase software.
- B. Reporting API: Data shall be provided once per day to the Department's two BI tools, LAZ BI and ROADS, developed in-house by SMF.
- C. PRS integration with the PGS for vehicle locator: Customers shall receive a text message or email guiding them from their parked vehicle to the airport terminal, and back to their vehicle upon return.
- D. PRS integration with the PGS for virtual nested areas: If a customer parks in a virtual nest but reserved elsewhere, they will receive a text message or email alerting them about the potential additional charges for parking in a different area.
- E. E-Commerce platform: This feature allows customers to purchase and manage non-parking products such as airline tickets, hotel reservations, and rental cars.
- F. Push Notifications: The PRS may have the ability to push reservation details to customer calendar applications like Outlook, iCal, and Google Calendar.
- G. Loyalty Program:
 - 1. Administered through the PRS for reservation customers
 - 2. The program offers:
 - a. Automatic point accumulation based on criteria such as:
 - i. Parking product purchased
 - ii. Time of day/day of week promotions
 - iii. Account status based on point balances
 - b. Automatic customer point redemption
- H. The Contractor shall provide pricing for the optional features defined herein as part of its proposal.

2.9 WARRANTY AND POST WARRANTY SERVICE AGREEMENT REQUIREMENTS

- I. The two-year Warranty period shall begin upon the issuance of the written Final System Acceptance by the Department (see section 3.5 below for information regarding when Final System Acceptance is issued).
- J. All costs associated with providing, maintaining and monitoring the PRS shall be covered by the Contractor during the Warranty period.

K. Software Updates

Provide the Department with regular PRS software improvement releases (updates) at no additional cost as they become available.

L. Patches and Updates

- 1. Supply all PRS software patches and updates free of charge during the contract.
- 2. PRS functionality shall not be impacted during software patches and updates.
- 3. Deliver documentation at least seven calendar days prior to any PRS software modifications, patches, updates, or upgrades. This documentation shall include:
 - a. Patch/update release designation
 - b. Proposed date and time of implementation
 - c. Detailed description of the patch/update's functionality
 - d. Comprehensive disaster recovery procedures to revert the system to its pre-patch/update status

M. Change Management Compliance

Adhere to the Department's change management procedures for all software patches, upgrades, and updates.

N. Coordination of Testing and Implementation

- 1. Coordinate with the Department as needed for the testing and implementation of all patches, upgrades, and updates.
- 2. PRS database and application software maintenance can be performed remotely or on-site as approved by the Department.

O. Corrective Patches and Upgrades

Provide corrective patches and upgrades in response to identified security vulnerabilities or system availability issues.

P. Service Support

1. The Contractor shall provide remote support as noted in Table 3 for the PRS software, integrations, and all third-party software applications provided as part of the PRS solution.
2. Online and telephone support shall be available twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year for critical system issues.
3. The following table outlines the issue resolution service levels:

Table 3: Department PRS Service Support

Priority Level	Issue Definition	Hours of Support	Response Target	Resolution Time
1: Critical	Failure(s) that: • Impact the customers' ability to make or modify reservations • Impact communication with IP Parkbase • Impact revenue collection and reconciliation	24/7/365	15 minutes from time of notification	2 hours from time of notification
2: Regular	All other issues	SMF Business Hours	1 business day from time of notification	Completed 15 business days

4. The Contractor shall monitor the PRS and notify the Department of any system failures via email within the times in Table 3.
5. The Contractor shall maintain a service ticket system that:
 - a. Track system issues found by the Contractor during system monitoring.
 - b. Allows the Department and its representatives to submit PRS issues.
 - c. The ticketing system shall provide data to show whether service level agreements (SLAs) in Table 3 have been met each month.

Q. Post-Warranty Support

1. The Post-Warranty support period shall begin after the two-year warranty period.
2. The Post-Warranty support shall have the same requirements as the warranty period.
3. The Post-Warranty term shall be for two (2) years, with one (1) option to extend the post-warranty term for one (1) year. County will by provide Contractor with written notice of such election sixty (60) days prior to the expiration of the then existing Post-Warranty term.

2.10 INSTRUCTION AND TRAINING REQUIREMENTS

- A. Onsite Training Delivery - Provide one full day of onsite training for designated SMF staff, delivered by a qualified instructor.
- B. Comprehensive Instruction - Through classroom sessions and hands-on exercises, train staff on all PRS features, including operation, configuration, troubleshooting, and routine maintenance.
- C. Training Schedule Development - Propose a detailed training schedule, including dates, times, and session durations, at a pre-installation kickoff meeting. Coordinate with the Department to finalize dates, avoiding peak operational periods.
- D. Curriculum Outline - Submit an outline of training modules with estimated times for each topic, ensuring ample hands-on practice for every PRS component.
- E. Training Format and Logistics - Combine presentations, live demonstrations, and practical exercises in a classroom designated by the Department. Supply a dedicated instructor for all sessions.
- F. Language Proficiency - Ensure the instructor communicates fluently and clearly in English.
- G. Training Materials & Documentation - Provide electronic and print copies of:
 1. User manuals written in plain English, supplemented with photos, diagrams, and schematics
 2. Quick start guides and troubleshooting checklists
 3. Deliver all materials per the RFP's submittal guidelines.

4. Grant the Department unlimited rights to reproduce training materials for internal use.

H. Training Categories - Provide training classes for all system functionalities, including the following:

Functionality	Feature
Dashboard	Change dashboard content
Administration	- Website changes - Inventory changes - Product changes - Pricing changes - Promotions set up - Up-sale changes - Daily arrivals - Data filtering - Report generation - Report scheduling
Technical	- Assets - Pages - Page Groups - Widget - Translations - Content Blocks - Templates - Forms - Tracking Code - Help Content - Site Configuration
Call Center (Operations)	- View Bookings - Amend Bookings - Cancel Bookings - Issue Refunds - Customer Noted - Re-Send Confirmation Emails - Reservation Arrivals
Revenue Reconciliation and Reporting	Information available to reconcile web sale deposits and refunds

PART 3 - ADMINISTRATION REQUIREMENTS

3.0 SUBMISSION REQUIREMENTS

- A. Within thirty (30) days of contract execution, submit the following deliverables to the Department:

1. Project Plan
2. Project Schedule
3. Technical Approach
4. Training Plan
5. Testing Plan
6. PRS setup document/information request
7. User documentation - user manuals to be written in English.

- B. Document Updates – Within five (5) business days after receiving Department staff’s submittal review comments, resubmit revised documents.

3.1 PROJECT MEETING REQUIREMENTS

- A. Project Kick-Off Meeting - Conduct a kickoff meeting after submitting the documents listed in Section 3 to review the PRS process, project schedule, other submittals, meet Department staff involved in the PRS, and discuss next steps.
- B. Weekly Meetings - Schedule and participate in weekly project meetings via MS Teams (or a similar conferencing tool) from the design phase through system acceptance.
- C. Meet with the Department (and other County departments, if necessary) as needed to configure the PRS.
- D. Meeting Agendas - Prepare and distribute an agenda for each meeting until the project is closed.
- E. Meeting Minutes - Prepare and distribute meeting minutes for each meeting until the project is closed.
- F. Action Items Log - Prepare, maintain, and distribute a project action item log until the project is closed.

3.2 INSTALLATION AND CONFIGURATION SERVICES REQUIREMENTS

- A. The Contractor shall provide comprehensive services to design, configure, install, and test the PRS, including:
1. Project Schedule and Plan: Submit a detailed project schedule and implementation plan with the proposal, outlining milestones, deliverables, and the Quality Assurance and deployment process.

2. Configuration Review: Meet with the Department to review PRS configuration options and gather business rules for PRS configuration.
3. Asset Gathering: Meet with the Department to obtain assets needed for designing the PRS website.
4. Test Plan Submission: Submit a comprehensive test plan for both test bed and production environments covering the following:
 - a. User Acceptance Testing - cover the following areas:
 - i. Website functionality
 - ii. Bankcard processing
 - iii. PARCS interface
 - iv. Data and reports
 - v. Optional features
 - b. System Acceptance Testing

3.3 INTERNAL USER ACCEPTANCE TESTING REQUIREMENTS

- A. Conduct internal tests of user acceptance test areas to confirm readiness for testing by the Department.
- B. Costs incurred by the Department for retesting failed items, including labor and travel, shall be reimbursed to the Department if the responsibility lies with the Contractor.
- C. Participation in Testing
 1. Participate and provide technical support during the Department's test bed and production tests.
 2. Provide follow-up support for any failed test items.
- D. Punchlist Maintenance
 1. Maintain a punch list of open items from project start to System Acceptance Test (SAT).
 2. Record all deviations noted during acceptance testing on the punch list.

3.4 SYSTEM ACCEPTANCE TEST REQUIREMENTS

- A. Commencement: After successful completion of all PRS tests and punch list items, commence the SAT on a mutually agreed date and time.

- B. SAT Test Document: Submit an SAT test document outlining procedures for monitoring overall PRS performance, including:
 - 1. General procedures narrative
 - 2. Methodology for downtime and accuracy calculations
 - 3. Electronic tracking document for failures and downtime during SAT
- C. SAT Duration: Conduct the SAT for 30 consecutive 24-hour periods. Restart if system performance criteria are not met.
- D. SAT Performance Criteria: Ensure no subsystem is unavailable:
 - 1. For four or more hours cumulatively.
 - 2. For more than two consecutive hours Extend SAT duration by one day for each occurrence. Department may restart the SAT at Day 1 after correcting failed items.
- E. Subsystem Failures and System Crash Handling:
 - 1. Subsystem Definition: Includes PRS software, features, and integrations.
 - 2. Exclusions from Failure Count: Excludes failures due to network connectivity issues beyond the PRS, failures outside the Contractor's control, third-party failures, and natural disasters.
 - 3. System Crash Handling: Halt, analyze, document causes, repair, and document repairs. Department may continue day count after system recovery or restart SAT at Day 1.
- F. SAT Reporting:
 - 1. One-page summary of system downtime and causes to be provided the following calendar day.
 - 2. Detailed corrective action reports for each failure
 - 3. Documentation updates impacted by corrective actions before Final System Acceptance
- G. Approval and Testing Continuation: Continue testing upon Department's written approval of corrective action reports, ensuring isolated remedies without broader system impact.
- H. Stability Testing: Demonstrate system stability—proper PRS functioning without data loss, instability, or contamination—for 30 consecutive days.

3.5 FINAL SYSTEM ACCEPTANCE

The Department shall issue Final System Acceptance in writing to the Contractor upon 30 consecutive days of PRS functioning without failure and verification that all punch list items have been resolved.

III. 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 subconsultants 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 the County of any error or omission as to such work. Contractor shall coordinate the activities of any subconsultants.
- 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 the 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.

IV. AUTHORITY OF CONTRACTOR IN 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.

V. 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.

**EXHIBIT B to Agreement
between the County of Sacramento (County)
and [Contractor Name] (Contractor)**

INSURANCE REQUIREMENTS FOR CONTRACTORS

I. INSURANCE

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor its agents, representatives or employees. County shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for County and for members of the public, County may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. County's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

II. VERIFICATION OF COVERAGE

Contractor shall furnish the County with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** 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 the County and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The County reserves the right to require that Contractor provide complete copies of any policy of insurance offered in compliance with these specifications.

III. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
- F. CYBER LIABILITY/TECHNOLOGY PROFESSIONAL LIABILITY ERRORS AND OMISSIONS: Insurance appropriate to the Consultant'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 the Vendor 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 Agency in the care, custody, or control of the Vendor.

IV. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

- B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. WORKERS' COMPENSATION: Statutory.

- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

- E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate. CYBER LIABILITY/TECHNOLOGY PROFESSIONAL LIABILITY ERRORS AND OMISSIONS: \$2,000,000 per claim and aggregate.

- F. CYBER LIABILITY/TECHNOLOGY PROFESSIONAL LIABILITY ERRORS AND OMISSIONS: \$2,000,000 per claim and aggregate.

V. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the County.

VI. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of

the Agreement or the beginning of Agreement performance by CONTRACTOR.

- B. Insurance must be maintained, and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VII. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

- A. All Policies:
 - 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.
 - 2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.
 - 3. 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 cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VIII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. ADDITIONAL INSURED STATUS: The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional

insureds as respects: liability arising out of activities performed by or on behalf of the Contractor products and completed operations of the Contractor premises owned, occupied or used by the Contractor or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers.

- B. PRIMARY INSURANCE: For any claims related to this Agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. 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.
- D. SUBCONTRACTORS: Contractor shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by Contractor's subcontractor.

IX. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor. Should Contractor be self-insured for workers' compensation, Contractor hereby agrees to waive its right of subrogation against County, its officers, directors, officials, employees, agents or volunteers.

X. NOTIFICATION OF CLAIM

If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor that arise out of or are in any way connected with Contractor's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement
between the County of Sacramento (County)
and [Contractor Name] (Contractor)**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The total maximum payment amount to Contractor is \$_____ during the Term of this Agreement.

Pursuant to Sacramento County Code section 2.61.440, the Director is authorized to increase the maximum payment amount set forth in this section, provided such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or twenty-five thousand dollars (\$25,000).

II. 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 compensation is approved and executed by both parties.

III. 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.

IV. SUBMISSION OF INVOICES

Contractor shall e-mail invoices to Airport Accounting at air-invoice@sacCounty.gov.

V. PAYMENTS

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

**EXHIBIT D to Agreement
between the County of Sacramento (County)
and [Contractor Name] (Contractor)**

**FAA CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES
CONTRACTS**

I. GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

II. TITLE VI SOLICITATION NOTICE

The County of Sacramento, in accordance with the provisions of Title VI of the A6. A6.3.1 Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

III. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

- A. Compliance with Regulations: The Contractor (hereinafter includes Contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination: The Contractor with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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.

- C. 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.
- D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of an Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - 2. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration

may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

1. The Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, County of Sacramento will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.
3. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, County of Sacramento will there upon revert to and vest in and become the absolute property of (Title of Sponsor) and its assigns.

IV. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- A. 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);
- B. 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);
- C. 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);
- D. 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;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (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);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. 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).

V. FEDERAL FAIR LABOR STANDARDS ACT

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

VI. 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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.

**EXHIBIT E to Agreement
between the County of Sacramento (County)
and [Contractor Name] (Contractor)**

SECURITY SUPPLEMENTAL TERMS AND CONDITIONS

I. DEFINITIONS

- a. Application Programming Interface (API):** A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- b. CONTRACTOR:** The contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under this Agreement.
- c. COUNTY Data:** All data created or in any way originating with the COUNTY, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the COUNTY, whether such data or output is stored on the COUNTY's hardware, the CONTRACTOR's hardware, hardware owned by subcontractors of the CONTRACTOR, or exists in any system owned, maintained or otherwise controlled by the COUNTY, the CONTRACTOR, or subcontractors of the CONTRACTOR.
- d. Data Breach:** The misappropriation of COUNTY Data in the custody of the CONTRACTOR or the compromise of the security, confidentiality or integrity of the COUNTY Data Processing System maintained by the CONTRACTOR.
- e. Cloud Solution:** The use of Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS), and others storing, processing, and/or transmitting of COUNTY Data in environments outside the control of the COUNTY.
- f. FedRAMP:** Federal Risk and Authorization Management Program. Information about FedRAMP can be found at www.fedramp.gov.
- g. Hybrid Solution:** The use of both a Cloud Solution and On-Premise Solution.

- h. Internet Protocol (IP) address:** A numerical label assigned to each device connected to a computer network that uses the Internet Protocol for communication.
- i. On-Premise Solution:** The use of a solution that is installed and run on computers that are on the COUNTY's premise.
- j. StateRAMP:** State Risk and Authorization Management Program. Information about StateRAMP can be found at www.stateramp.org.

k. COUNTY Contacts:

Role	COUNTY OF SACRAMENTO	Contact information
Approving Official /CISO	Rami Zakaria	Desk: (916) 874-7825 CIO@saccounty.gov
Reporting/Information Security	Information Security Office (ISO) Glenn Herdrich	Desk: (916) 875- 5274 herdrichg@saccounty.gov Group:(916) 874-5171 iso@saccounty.gov

II. COMPLIANCE

a. Cloud Solution

1. The CONTRACTOR shall achieve FedRAMP or StateRAMP Ready Status for the Cloud Service being provided within 90 days of the Agreement execution. Upon issuance of this Agreement, the CONTRACTOR must achieve full FedRAMP or StateRAMP authorization for the applicable security control category within 12 months. The CONTRACTOR must comply with required continuous monitoring to maintain FedRAMP or StateRAMP authorizations.
2. The COUNTY reserves the right to request and review all Third Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The CONTRACTOR must respond to all flaws discovered that could affect performance to FedRAMP or StateRAMP specifications. CONTRACTOR must provide a timeframe acceptable to the COUNTY to resolve the identified issue and/or implement a compensating control.

3. Any deviation from these requirements must be approved by the COUNTY Chief Information Security Officer or designee in writing.

b. On-Premises Solution

1. The CONTRACTOR shall ensure that applicable Information Systems the CONTRACTOR provides as a part of this agreement are capable of running the following security tools:

Security Tool	Applicable Information Systems
Crowdstrike Falcon	Servers, Workstations, Non-Hardened Appliance
Tanium	Servers, Workstations, Non-Hardened Appliance
Splunk Universal forwarder or alternative log forwarder	Servers, Workstations, Non-Hardened Appliance, Internet-of-Things (IoT)

2. The COUNTY reserves the right to conduct audits, risk assessments, vulnerability assessments, and penetration tests of the CONTRACTOR's solution.
3. The CONTRACTOR must respond within 30 days to all Critical and Important flaws discovered that could affect the security of the solution.
4. CONTRACTOR must resolve the identified issue and/or implement a compensating control within 90 days.
5. Any deviation from these requirements must be approved by the COUNTY Chief Information Security Officer or designee in writing.

c. Hybrid Solution

The CONTRACTOR must comply with both Cloud Solution and On-Premises Solution requirements for corresponding system components.

III. NON-DISCLOSURE

The CONTRACTOR shall require commercially reasonable non-disclosure agreements with applicable employees and subcontractors, and limit COUNTY Data knowledge to that which is necessary to perform job duties involved in the performance of this Agreement.

IV. DATA OWNERSHIP

- a.** The COUNTY solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all COUNTY data. CONTRACTOR neither has nor acquires, any right, title or interest, whether express or implied, in and to COUNTY data.
- b.** CONTRACTOR will only use COUNTY data for the purposes set forth in this Agreement. CONTRACTOR will only access COUNTY data as necessary for performance of this Agreement. CONTRACTOR will not access COUNTY user accounts except to respond to service or technical problems or at the COUNTY's specific request.
- c.** All COUNTY data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the COUNTY by the CONTRACTOR upon request or upon completion, termination or cancellation of this Agreement. The foregoing sentence does not apply if the COUNTY Chief Information Security Officer or delegate authorizes in writing the CONTRACTOR to sanitize and/or destroy the data in a manner acceptable to the COUNTY and the CONTRACTOR certifies in writing the sanitization and/or destruction of the data.
- d.** Within 90 days following any remittance of COUNTY Data to the COUNTY, CONTRACTOR shall, unless otherwise instructed by the COUNTY in writing, sanitize and/or destroy any remaining data in a manner acceptable to the COUNTY, and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the CONTRACTOR's sole cost and expense.

V. DATA LOCATION

The CONTRACTOR shall provide its services to the COUNTY solely from data centers in the United States (U.S.). Storage of COUNTY Data at rest shall be located solely in data centers in the U.S. The CONTRACTOR shall not allow its personnel or contractors to store COUNTY Data on portable devices, including but not limited to personal computers, except for devices that are used and kept only at its U.S. data centers and used for this Agreement. The CONTRACTOR shall permit its personnel and contractors to access COUNTY Data remotely only as required to provide technical support. The CONTRACTOR may provide

technical user support on a 24/7 basis using a follow-the-sun model, unless otherwise prohibited in this Agreement.

VI. NOTIFICATION OF LEGAL REQUESTS

- a.** The CONTRACTOR shall immediately notify COUNTY upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests related to all data given to CONTRACTOR by COUNTY in the performance of this Agreement, and in no event later than 24 hours after it receives the request.
- b.** CONTRACTOR shall not respond to legal requests related to COUNTY without first notifying COUNTY other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement.
- c.** CONTRACTOR shall retain and preserve COUNTY Data in accordance with the COUNTY's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the COUNTY to CONTRACTOR, independent of where the COUNTY Data is stored, at CONTRACTOR'S sole cost and expense.

VII. SECURITY BREACHES

- a.** Upon becoming aware of a potential, suspected, or actual Data Breach involving COUNTY data, the CONTRACTOR shall without undue delay (and in no event later than 72 hours of becoming aware of such Data Breach) inform the COUNTY and provide written details of the Data Breach, including the type of data affected, the identity of affected person(s), the likely consequences of the Data Breach, any other information the COUNTY may reasonably request concerning the affected persons, and the measures taken or proposed to be taken to address it, as soon as such information becomes known or available to the CONTRACTOR.
- b.** The CONTRACTOR will promptly take reasonable steps to contain, investigate and mitigate any Data Breach. CONTRACTOR will provide timely information about the Data Breach including, but not limited to, the nature and consequences of the Data Breach; the measures taken and/or proposed by CONTRACTOR to mitigate or contain the Data Breach; the status of the CONTRACTOR investigation of the Data Breach; a contact point from which additional information may be

obtained; and the categories and approximated number of data records concerned, if available.

- c. CONTRACTOR's communications with COUNTY in connection with a Data Breach shall not be construed as an acknowledgment by CONTRACTOR of any fault or liability with respect to the Data Breach.
- d. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons and/or the relevant legal authorities, except as otherwise required by applicable law. In the event of a Personal Data Breach, the CONTRACTOR will provide timely information and cooperation as the COUNTY may require to fulfill COUNTY'S Data Breach reporting obligations under applicable law; take such measures and actions as are appropriate to remedy or mitigate the effects of the Data Breach; and shall keep COUNTY up-to-date about all developments in connection with the Data Breach.
- e. CONTRACTOR shall perform all requirements in the above subsections (a)-(d) of this section at CONTRACTOR'S sole cost and expense.

VIII. ACCESS TO SECURITY LOGS AND REPORTS

The CONTRACTOR shall support logging in a format as agreed to by both CONTRACTOR and the COUNTY. Logging capabilities shall include latency statistics, user access, user access internet protocol (IP) address, application programming interface (API) calls for the COUNTY's account including the source IP address of the API caller, the request parameters and the response elements returned, user access history and security logs for all COUNTY Data and digital content related to this Agreement. The logs shall be sufficient to enable the COUNTY to perform to the COUNTY's satisfaction security analysis, resource change tracking and compliance auditing.

IX. SUBCONTRACTOR DISCLOSURE

The CONTRACTOR shall identify in writing to COUNTY as soon as known by CONTRACTOR all of its strategic business partners related to services provided under this Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the CONTRACTOR, and who shall be involved in any application development and/or operations

X. RIGHT TO REMOVE INDIVIDUALS

The COUNTY shall have the right at any time to require that the CONTRACTOR remove from interaction with COUNTY any CONTRACTOR representative who the COUNTY believes is detrimental to its working relationship with the CONTRACTOR. The COUNTY shall provide the CONTRACTOR with notice of its determination, and the reasons it requests the removal. If the COUNTY signifies that a potential security violation exists with respect to the request, the CONTRACTOR shall immediately remove such individual. The CONTRACTOR shall not assign the person to any aspect of this Agreement or future work orders without the COUNTY's consent.

XI. TERMINATION AND SUSPENSION OF SERVICE

- a.** In the event of termination of this Agreement, the CONTRACTOR shall implement an orderly return of COUNTY Data in a mutually agreeable format at CONTRACTOR's sole cost and expense. The CONTRACTOR shall guarantee the subsequent secure disposal of COUNTY Data.
- b.** During any period of suspension or contract negotiation or disputes, the CONTRACTOR shall not take any action to intentionally erase any COUNTY Data.
- c.** In the event of termination of any services or this Agreement in entirety, the CONTRACTOR shall not take any action to intentionally erase any COUNTY Data for a period of 90 days after the effective date of the termination. After such 90-day period, the CONTRACTOR shall have no obligation to maintain or provide any COUNTY Data and shall thereafter, unless legally prohibited, dispose of all COUNTY Data in its systems or otherwise in its possession or under its control at CONTRACTOR'S sole cost and expense. Within this 90- day timeframe, CONTRACTOR will continue to secure and back up COUNTY Data covered under this Agreement.
- d.** The COUNTY shall be entitled at no additional cost to COUNTY to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
- e.** When requested by the COUNTY, the provider shall at CONTRACTOR'S sole cost and expense destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be

permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. - Certificates of destruction shall be provided to the COUNTY at no additional cost to COUNTY.

XII. CONTRACT AUDIT

The CONTRACTOR shall allow the COUNTY to audit conformance to the Agreement terms. The COUNTY may perform this audit or contract with a third party at its discretion and at the COUNTY's expense.

XIII. WEB ACCESSIBILITY (ONLY APPLICABLE TO WEB-BASED SOLUTIONS)

COUNTY strives to achieve web accessibility by complying with the requirements of Section 508 of the Rehabilitation Act of 1973 §1194.22, as amended (29 U.S.C. Section 794d). County websites (and those provided by 3rd party service providers, aka CONTRACTOR) shall be designed based on standards from the Worldwide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) to make web content accessible to people with disabilities.

It is the responsibility of the CONTRACTOR to become familiar with these guidelines and to apply these standards in designing and creating any official County of Sacramento website. CONTRACTOR shall deliver services in compliance with Worldwide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG).

ATTACHMENT 2
FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 16.1%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the

subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Sacramento County.

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder must complete and submit the Buy America certification included herein with their bid or offer. The County will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

TITLE VI SOLICITATION NOTICE

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

DAVIS-BACON REQUIREMENTS

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor. 2 CFR § 200, Appendix II (D); 29 CFR Part 5.

CERTIFICATION OF 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 apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner 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.

TRADE RESTRICTION CERTIFICATION

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or

fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to

influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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 ☐ No ☐	
2. If so, is dependent health insurance available to/or through Contractor/Company? Yes ☐ No ☐	
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
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Department Submitting Information: _____

Department Contact Person: _____

Telephone Number: _____

E-mail Address: _____