



DEPARTMENT OF AIRPORTS

REQUEST FOR PROPOSALS

GENERAL AIRPORT SECURITY SERVICES AT SACRAMENTO INTERNATIONAL AIRPORT

**Proposals Due:
October 7, 2024
2:00 P.M. Pacific Time**

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Attachments:

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

July 22, 2024

TO: Prospective Service Providers

FROM: Sherrie Antonio
Airport Economic Development Specialist
Sacramento County Department of Airports

SUBJECT: **General Airport Security Services at Sacramento International Airport**

I. SUMMARY AND BACKGROUND

The County of Sacramento (County) Department of Airports (Department) owns and operates Sacramento International Airport (SMF). The Department is issuing this Request for Proposals (RFP) to solicit proposals from prospective contractors (Proposer or collectively Proposers) to provide general airport security services, including airport employee screening and inspection, in accordance with the specifications, terms, and conditions set forth in this RFP.

As of this writing, proposed directives of the Transportation Safety Administration (TSA) would require screening of badged SMF workers who use access points from the public areas in the terminal buildings into restricted SMF areas by September 25, 2024. There are approximately 800 people per day entering one or more times through such egress and ingress points. This directive would require the Department to conduct, at a minimum, daily random employee screening at two (2) or more of these egress and ingress points on a potential 24/7 schedule, as and where required by TSA. It is the goal of the County that the selected contractor commence the services described in this RFP as soon as practicable following execution of an agreement between the selected contractor and the County to meet applicable TSA timelines.

The selected contractor will be required to provide the TSA-required employee screening and additional security services in support of SMF operations at the direction of the Director of the Department of Airports (Director) and their authorized representatives, as more particularly described in Sections III and IV of this RFP.

At minimum, each Proposer shall ensure its submitted proposal (Proposal) clearly demonstrates Proposer's capability to:

- provide the services described in this RFP for a minimum of ten (10) hours per day, between approximately 4:00 a.m. and 11:00 p.m., seven (7) days per week, three hundred sixty-five (365) days per year;
- provide the required services in an airport environment that includes a multi-shift (24/7) operation;
- provide the required services in a safe, comprehensive, efficient, and cost-effective manner, using appropriate staff at varying shifts;
- provide TSA-required screening services at a service level and in a manner that does not inhibit workers' ability to arrive at their worksites at their designated shift times;
- perform and fulfill the required services and all other obligations set forth in the sample agreement attached hereto and incorporated herein as Attachment 2 (Agreement); and
- conduct its operations in a manner that does not interfere with airport operations.

During the term of the Agreement, there may be a need for expansion or modification of services to meet evolving TSA requirements, including at other airport facilities operated by the Department. A contract will be awarded pursuant to this RFP solely on the Proposal and the initial scope of services described herein. Any requested expansion of services by the Department will be discussed and negotiated with the selected contractor at the time the need arises.

II. DEADLINE AND PROPOSAL SUBMISSION

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

- Proposals are due no later than 2:00 P.M. Pacific Time (PT) on October 7, 2024.
- All late responses will be rejected.
- **Submit proposals to Sherrie Antonio at AntonioS@Saccounty.gov**

III. PROJECT PURPOSE AND DESCRIPTION

The County proposes to enter into an Agreement with a single qualified contractor for the services described in Section IV (Anticipated Elements of the Scope of Services) of this RFP and the Agreement. In partnership with the selected contractor, the Department seeks to establish an operational structure that focuses on quality outcomes and accomplishes the following objectives:

- Supporting safe and secure air travel facilities through providing screened airport workers accessing secure areas at SMF;
- Ensuring that non-passengers and their property are subject to screening prior to entry into sterile and secure areas;
- Implementing a collaborative quality assurance program that measures the performance of the selected contractor against objective performance metrics and criteria;
- Ensuring the selected contractor's staff is sufficiently trained and can perform at the level required by this RFP, contractor's own safety program, and applicable regulations (federal, state, and local) to maintain safe working conditions for contractor's workers, the traveling public, tenants, and SMF employees; and
- Delivering an excellent, seamless airport experience to each affected person consistent with the objectives of this RFP.

IV. ANTICIPATED ELEMENTS OF THE SCOPE OF SERVICES

The final scope of services is subject to negotiation between the parties, based upon the details in this RFP, the selected Proposal, and any additional guidance or directives issued by TSA, to the extent such guidance or directives affects or otherwise changes the initial scope of services described in this RFP. The final scope of services, to be included in Exhibit A to the agreement, are anticipated to include, but not be limited to, the following:

A. GUARD SERVICE DUTIES

1) PRIMARY DUTIES

- i. Screening, identification, inspection, and validation of airport-issued identification badges and other authorized credentials, involving:

1. Random screening at times and locations required by the Department, including the simultaneous operation of two (2) employee screening locations at one time.
 2. Same-gender hand pat downs at screening locations, following the standards employed by TSA at airports throughout the nation, which shall require both male and female screening officers at each location.
 3. Metal detection of all screened individuals using a handheld metal detector, unless exempted for medical reasons.
 4. Security inspection of employees and their accessible property, such as backpacks, purses, lunch containers, etc., through use of stadium-style, open and look, inspections.
 5. Potential use of technology for screening, including but not limited to portable card readers.
 6. Potential screening by June 2025 of individuals and accessible property using explosive detection devices, if mandated.
 7. Daily documentation of screened individuals and outcomes.
 8. Documenting and handling all complaints related to performed screening and all other activities performed under the agreement.
 9. Communicating with law enforcement and/or Department staff if issues or concerns arise.
- ii. Maintaining a digital log of daily post activities in a format acceptable to the Department.
- 2) POTENTIAL SUPPLEMENTAL DUTIES
- i. Pre/post security inspection of concession/tenant deliveries and merchandise.
 - ii. General security services in response to TSA regulatory requirements or emergencies.
 - iii. Security services at passenger security checkpoints and exit lanes outside of TSA's normal screening hours.

- iv. Escorting unbadged contractors/vendors/persons in TSA regulated areas.
- v. Performing tool control for contractors accessing and working in the Secure and Sterile Areas.
- vi. Air Operations Area (AOA) access gate vehicle inspections and security services.
- vii. Controlling access to airfield gates for construction activities.

B. REGULATED POST POSITIONS

Assigned posts are identified as either Regulated or Non-Regulated. All Regulated post positions operate in high-security environments, and inspectors/guards will be responsible for duties related to securing SMF against all threats as well as compliance with applicable TSA and airport regulations. The nature of these posts requires that:

- i. Inspectors/guards shall have experience with and/or be familiar with current TSA regulations regarding prohibited items and Airport Rules and Regulations, which may be amended from time to time.
- ii. Inspectors/guards shall receive all required initial and on-going safety and skills training related to the scope of services described in this RFP.
- iii. Inspectors/guards shall possess a valid registration (Guard Card) issued by the State of California.

C. GUARD REQUIREMENTS

In providing the services requested herein, the selected contractor must ensure guards comply with the following requirements:

- i. Possess a valid Guard Card and have it on-person at all times while providing services.
- ii. NOT possess any weapon while on airport property, including without limitation firearms, knives, pepper spray, mace, or batons.
- iii. Be able to distinguish colors and have vision correctable to 20/20.

- iv. Be able to climb inside and bend under vehicles for inspections.
- v. Be able to work while exposed to outdoor elements such as wind, rain, chill/cold, heat, and aircraft noise.
- vi. Be able to speak, comprehend, read, and write in English.
- vii. Be able to interact with employees, customers, and tenants with the highest level of professionalism and courtesy.
- viii. Be able to comprehend and implement/enforce complex post orders and rules/regulations.
- ix. Be able to understand handling requirements of Sensitive Security Information (SSI).
- x. Hold a valid driver's license issued by the State of California. Selected contractor shall ensure this requirement is continuously satisfied for all guards assigned to work pursuant to the agreement.
- xi. Demonstrate right-to-work in the U.S. in compliance with the requirements of the Immigration Reform and Control Act of 1996. The Department reserves the right to inspect employment eligibility verification documents/forms.
- xii. Be eligible to hold a Security Identification Display Area (SIDA) badge, including completion/passage of a Criminal History Records Check (CHRC) in accordance with 49 CFR 1542.209 and a TSA Security Threat Assessment (STA), and issuance of a U.S. Customs and Border Protection (CBP) seal (see 19 CFR 122.183).
- xiii. Document and log events in legible handwriting.

Proposers are expected to closely review the Agreement to ensure they will be able to fully comply with the terms and conditions stated therein. The required tasks and services include all labor, materials, tools, supplies, personnel, and equipment, whether listed or not, required to effectively perform the tasks described in the Agreement.

V. TERM AND EFFECTIVE DATE OF THE AGREEMENT

The Department anticipates award of the Agreement in October 2024, with an estimated effective date of January 1, 2025. The anticipated

term of the Agreement is five (5) years with an additional five (5) year optional extension.

Note, the timeline of this RFP is directly impacted by the actions of TSA. Should TSA cancel or delay implementation of its current guidelines, this RFP may be revised or canceled, as appropriate.

VI. HOW TO OBTAIN A COPY OF THIS RFP

A copy of this RFP can be found on the Sacramento County Department of Airports website at:

http://www.sacramento.aero/scas/opportunities/bids_and_requests/.

VII. OPTIONAL VIRTUAL PRE-PROPOSAL CONFERENCE

An Optional Virtual Pre-Proposal Conference to discuss the requirements and objectives of this RFP is scheduled for **August 28, 2024, from 10:00 A.M. to 11:30 A.M. PT.** Department representatives will be available to answer questions from interested companies. The answers to all questions will be documented in an addendum to the RFP, as discussed elsewhere herein.

Attendance at the conference is recommended but not required. The Department's expectations regarding the quality and content of Proposals are the same and apply to all regardless of whether the entity submitting said Proposal attended the Optional Virtual Pre-Proposal Conference.

Please email Sherrie Antonio at Antonios@saccounty.gov to request attendance of the Pre-Proposal Conference. Attendance requests will be accepted for the Optional Virtual Pre-Proposal Conference until 12:00 P.M. PT on August 28, 2024. The e-mail must include company name and the names, phone numbers, and email addresses of proposed attendees. Attendance will be verified using this information.

Once an attendance request is received, Department staff will send calendar invites to the listed attendees with the necessary log-on information.

VIII. FORMAT OF PROPOSAL

Proposals submitted in response to this solicitation must be prepared in the following format and must clearly address the contents in Sections VIII, IX, X, XI, XII, and XIII of this RFP. A Proposal must contain all required documents and sections to be considered complete and eligible for review and scoring.

A. COVER LETTER FOR PROPOSALS

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

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

B. EXECUTIVE SUMMARY

The executive summary will list important features of the Proposal, including the anticipated start date, and must include a statement certifying that the Proposer meets or exceeds the minimum qualifications and requirements of this RFP.

C. REQUIRED DOCUMENTATION AND FORMS

The following documentation and forms must be completed and attached to the Proposal:

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

D. PAGE LIMITS

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

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

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

IX. MINIMUM QUALIFICATIONS

The following section describes the minimum required qualifications a Proposer must demonstrate to be eligible to submit a Proposal. Proposals not clearly demonstrating these minimum qualifications have been met will not be evaluated or considered.

It is each Proposer's responsibility to incorporate all pertinent information to effectively present a Proposal and to communicate the respondent's qualifications. All respondents are required to thoroughly review all Attachments detailing the services required, specifications, and required reports.

The Minimum Qualifications for submission and consideration of a Proposal are:

- The Proposer and any or all proposed subcontractor(s) must be registered with the California Secretary of State and permitted to conduct business in the State of California; and

- The Proposer must demonstrate experience completing the tasks described in Section IV of this RFP for at least three (3) full years within the last five (5) years by describing previous related projects, their scope(s), for whom the work was performed, and other relevant details to demonstrate this experience. The experience must be for facilities in a multi-shift, continuous operation (24/7), airport environment.

X. STATEMENT OF QUALIFICATIONS

The selected Proposer must successfully demonstrate in its Proposal the capability to provide the required scope of services at a level required at a medium hub airport in continuous operation.

A. COMPANY QUALIFICATIONS

1. Describe the company and how it meets the minimum qualifications of this RFP.
2. Describe company's certification in the Support Anti-Terrorism by Fostering Effective Technologies (SAFETY) Act, which is preferred and shall be given extra consideration by County.
3. Describe company's major competitors and how company differentiates itself from them.
4. Provide a list of at least five (5) clients for which the company has provided physical screening services in the last two (2) years; briefly identify the specific services provided for each and indicate the expiration date of the term of those agreements.

B. APPROACH, SCOPE, AND TIMELINE

Provide a proposed approach and projected timeline to conduct and complete the Scope of Services listed in Exhibit A to the sample agreement, as of the effective date, and including the anticipated start date.

C. PROPOSED MANAGEMENT AND OPERATIONS PLAN

Primary concerns of the County are safety, reliability, compliance, customer service, quality, value, and speed of service. Proposers shall submit sufficient information to allow the evaluation panel to assess how Proposer's management structure and operating plan will achieve the goal of operating a high-quality operation, including but not limited to:

1. A description of the training program for supervisors and on-site staff; and
2. A description of how the Proposer intends to handle quality control (screening, inspections, rating systems, etc.), complaint response, and a corrective action plan for discrepancies with contractual expectations.

D. PROPOSED STAFFING PLAN

At a minimum, the Staffing Plan should address the following:

1. Proposed Project Manager – Include their name, qualifications, and years of experience.
2. For each position – experience requirements, average hourly wages, and benefits.
3. Methods for attracting and retaining qualified employees at the appropriate staffing levels, including incentive and merit programs.
4. Number of staff by job position or category needed to perform the scope of services.
5. Standards of employee conduct.
6. Uniform specifications and appearance standards.
7. Proposed continuous (24/7) multiple shift staffing schedule for SMF, including all positions and days off.

E. TECHNOLOGY

1. Describe the company's proposed use of technology in completion of the scope of services.
2. Describe in detail the company's proposed use of computerized management program(s), if any.
3. Describe in detail the company's use of technology to: (a) support monitoring of the work and the workers; and (b) measure the overall completeness, accuracy, and timeliness of the performance of the workers.
4. Describe the type of reports the County could expect from the company.

5. Provide sample reports and indicate how frequently they can and would be produced.

F. EQUIPMENT

List and describe the equipment proposed to be utilized in performing the required scope of services including, but not limited to, handheld metal detectors, personal protective equipment, and explosive detection devices when and/or if required.

XI. FEE STRUCTURE, PROPOSAL COST, AND FINANCIAL SCOPE

Please include the hourly rates for the project. Clearly identify any overhead multipliers or other fees not covered by the stated hourly rates, if applicable. Include anticipated hours for all employees proposed to complete the scope of services, as well as justification of those hours.

Include the following additional information:

A. FINANCIAL BACKGROUND INFORMATION

Include the following historical financial information for the Proposer and any joint venture or affiliate entities:

1. Balance sheet and income statements for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the Proposer. Also, include an interim balance sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements.
2. Describe ownership of the proposing entity.
3. Bank, trade, and personal references.

B. FEE SCHEDULE

Proposer shall include a proposed Fee Schedule for the initial five (5) year agreement and the potential five (5) year term extension. The terms of the resulting agreement will be subject to negotiation with the successful entity. The agreement will be executed using the County's standard agreement, in the sample form attached as Attachment 2.

XII. TRANSITION PLAN

Proposals must include a description of a transition plan that would be implemented to ensure a smooth transition to the provision of services at SMF.

During this transition period (i.e., anticipated to cover the period between execution of the Agreement and the commencement date of services under the Agreement), the selected Proposer is expected to meet with the Department to prepare necessary routing, set up delivery schedules, gather invoicing information, obtain permits and licenses, complete any security checks and requirements, and coordinate with the Department to have all aspects of the required service in place by its service start date.

The Proposer shall provide a definitive deadline for the completed delivery of equipment within the prescribed transition period.

XIII. REFERENCES

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

- Company name;
- Contact name;
- Contact title;
- Address;
- E-mail address;
- Telephone number; and
- Services performed.

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

XIV. RFP TIMELINE

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

Dates	Event
July 22, 2024	Issuance of RFP
August 14, 2024 12 P.M. PT	Deadline to RSVP for Optional Virtual Pre-Proposal Conference
August 28, 2024 9 A.M. PT	Optional Virtual Pre-Proposal Conference
September 13, 2024 2 P.M. PT	Deadline for Submitting Questions
September 23, 2024	Addenda Issued to Respond to Questions, if Necessary.
October 7, 2024 2 P.M. PT	Proposals Due
January 7, 2024	Complete Evaluation & Recommendation

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

XV. EVALUATION OF PROPOSALS

The RFP evaluation process will include a specific focused review of each Proposal by a panel of evaluators. Only those Proposals received by the deadline and containing all required documents and information will be considered complete and eligible to participate in the evaluation process.

Each complete Proposal will be evaluated against other Proposals received. Proposals must be formatted and headlined in the order of Sections VIII – XIII, indicated above, and must clearly answer/ describe and or demonstrate all the required information requested herein.

Proposals will be evaluated based on the criteria in the table below. A Proposal must pass all three (3) initial pass/fail screening reviews to proceed to evaluation and receive any points.

Category	Maximum Points for Eligible Proposals
Complete (All Documents & Sections)	Pass/Fail
Minimum Qualifications	Pass/Fail
References Provided	Pass/Fail

Scoring of Proposals Receiving "PASS" on All the Above	
Company Qualifications and References	20
Management and Operations Plan	20
Staffing Plan	20
Technology	10
Equipment	10
Fee Schedule	15
Transition Plan	5
Total	100

Proposals will receive a final score based on the average of scores from the evaluation panel members. The top Proposers based on the final score may be required to attend an interview, at the panel's discretion, and such interview, if conducted, will also serve as the basis for the panel's final decision for award. The County reserves the right to award the contract to a Proposer other than the lowest cost proposal that addresses all of the above criteria and best meets the County's needs.

The Department may initiate communications with any Proposer to obtain additional information or clarification necessary for the Department to properly and accurately evaluate a Proposal submitted in response to this RFP.

XVI. QUESTIONS

All inquiries or questions regarding this RFP and any request for clarification of its contents must be directed in writing via e-mail to Sherrie Antonio at AntonioS@saccounty.gov, and to no other person or entity, no later than September 13, 2024, at 2:00 P.M. PT.

Interested parties are hereby notified of the following:

- Telephone inquiries will receive no response.
- Proposers are not to rely on oral instructions or clarifications to this RFP.
- If modification to this RFP is necessary, the Department will respond in writing via addendum. Interested parties are encouraged to regularly check the Department's web site for possible updates to the RFP at the following address:
http://www.sacramento.aero/scas/opportunities/bids_and_requests/.

- Until receiving written notice of being recommended or not recommended for award of an agreement, a Proposer's contact regarding this RFP with any person other than Sherrie Antonio is cause for disqualification as is the lobbying of any County representative at any time.

XVII. BACKGROUND CHECKS

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

- Pass the Department's background check; and
- Obtain an SMF airport access badge to conduct work in secured areas.

XVIII. CONDITIONS

A. FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS

The successful contractor in this solicitation (Contractor) shall, at all times during the term of the agreement, comply with the provisions of the "Federal Aviation Administration (FAA) General Contract Provisions for Solicitations" (FAA Contract Provisions) and any subsequent revisions, updates, or amendments thereto. The FAA Contract Provisions may change during the term of the agreement, and those changes will be incorporated into the agreement without the necessity of a formal amendment. County is not responsible for notifying Contractor of any changes to the FAA Contract Provisions. Contractor shall be required to contact the FAA for any updates or revisions. The most current version of the FAA Contract Provisions is included as Attachment 1 of this RFP.

B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The County encourages all businesses, including those owned and controlled by one (1) or more socially and economically disadvantaged individuals that can provide the desired services, to submit their Proposals. If Proposer is currently certified as a DBE, please include a copy of a DBE certification letter along with the Proposal. This information will be used for DBE utilization tracking purposes only. If Proposer is a business owned and controlled by one or more socially and economically disadvantaged individuals and not currently certified as a DBE firm, but wish to receive information on how to become certified, please contact the State of

California, Department of Transportation, Civil Rights Program at the following website: <https://dot.ca.gov/programs/civil-rights/dbe>

C. DEPARTMENT'S RIGHT TO NEGOTIATE AGREEMENTS

The Department reserves the right to negotiate agreements with companies outside of the RFP process, even if such companies did not participate in the RFP process. The Department also reserves the right to not execute an agreement with any Proposer. The Department accepts no liability for any costs incurred by Proposers to prepare and submit responses to this RFP.

D. CALIFORNIA PUBLIC RECORDS ACT

Notwithstanding any other claim of confidentiality or assertion that information is proprietary in an entity's submission, any entity submitting their Proposal acknowledges that Sacramento County is subject to the disclosure requirements of the California Public Records Act (Government Code section 7920.000 et seq. [formerly section 6250 et seq.]) (CPRA) and that any documents provided by contractor to the County will ultimately be considered public records, as defined in Government Code Section 7920 subject to disclosure under the CPRA, provided, however, that County shall give written notice to the entity at the address included in its submission of any request for the disclosure of such records, together with a copy of the CPRA request. If the entity does not consent to such disclosure, then the entity shall have five (5) days from the date it receives such notice to enter into an agreement with the County, satisfactory to the County Counsel, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by County in any legal action to compel the disclosure of such information under the CPRA. The entity shall have sole responsibility for providing the defense against of such documents. The parties understand and agree that any failure by the entity to respond to the notice provided by County and/or to enter into an agreement with County shall constitute a complete waiver by the entity of any rights regarding the nondisclosure of such documents and such information shall be disclosed by County pursuant to applicable procedures required by the CPRA.

Without regard to the foregoing, it is the County's policy that responses submitted by Proposers are public records once a

recommendation from the evaluation panel has been made to the Board of Supervisors.

E. TAXATION

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

F. NO CONFIDENTIAL OR PROPRIETARY INFORMATION

All information given to the Department or the evaluation panel in any correspondence, discussion, meeting or other communication before, with or after submission of a Proposal, either orally or in writing, will not be deemed to have been, given in confidence and may be used or disclosed to others for any purpose at any time without obligation or compensation and without liability by the County of any kind whatsoever. Under the laws of the State of California and the federal Freedom of Information Act, a proposal submitted may be considered a public record after the selection of a contractor and execution of the agreement and, will be available for inspection and copying by any person after award of the agreement. Evaluation scoring forms used by the evaluation panel are likewise considered public information subject to the CPRA and the federal Freedom of Information Act and will be available upon request after execution of an agreement for services pursuant to this RFP.

G. COUNTY'S RESERVATION OF RIGHTS

The County reserves the right to withdraw, modify, suspend, or cancel this RFP, in whole or in part, at any time and without prior notice. The County makes no representations that any agreements will be awarded to any proposer responding to this RFP. The County reserves the right to cancel award of an agreement without liability to the Proposer at any time before the Agreement has been approved by the County Board of Supervisors and fully executed by all parties.

The County reserves the right to reject any and all proposals submitted in response to this RFP. Submittals containing omissions,

erasures, alterations, conditions, or additions not called for may be rejected.

The County reserves the right, in its sole and absolute discretion, to waive minor irregularities or informalities in any proposal or in the procedures described in this RFP, and to be the sole judge of the responsibility of any Proposer and of the suitability of the services proposed to be rendered or provided.

The County reserves the right, in its sole and absolute discretion, to make all final determinations relating to this RFP.

XIX. NEGOTIATION OF AGREEMENT

The selected Proposer will execute an agreement with the County of Sacramento, using the standard agreement promulgated by the Office of the County Counsel. Any requested revisions, deletions, or additions, to the language in the attached sample agreement in Attachment 2 shall be clearly set forth in the Proposal for the Department's consideration. The agreement must be reviewed and approved by County Counsel prior to execution following Board of Supervisors approval. The final agreement will be executed with electronic signatures via DocuSign.

Attachment 1

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 2

SAMPLE AGREEMENT

**GENERAL AIRPORT SECURITY SERVICES FOR
SACRAMENTO COUNTY DEPARTMENT OF AIRPORTS**

COVER PAGE

**AGREEMENT FOR GENERAL AIRPORT SECURITY SERVICES FOR
SACRAMENTO COUNTY DEPARTMENT OF AIRPORTS**

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2024, by and between the COUNTY OF SACRAMENTO (COUNTY), a political subdivision of the State of California, and [CONTRACTOR NAME] (CONTRACTOR), [Contractor Info].

RECITALS

WHEREAS, the Sacramento County Department of Airports (Department) is the owner and operator of Sacramento International Airport (Airport); and

WHEREAS, the Department has determined it is desirable to retain a contractor to provide general airport security services at Airport; 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, 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, CONTRACTOR was selected as submitting the best proposal for the services in this Agreement through a publicized and competitive bidding process; and

WHEREAS, by Resolution No. 2024-_____, the COUNTY Board of Supervisors authorized the Director of Airports (Director) to negotiate and execute this Agreement with CONTRACTOR; 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. Any sensitive security information (SSI)

received by CONTRACTOR in the provision of services shall be handled in accordance with the requirements of Exhibit E, attached hereto and incorporated herein by reference, which shall be subject to update by Department as necessary.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on December 31, 2029.

The COUNTY shall have one (1) additional five (5)-year option to extend the Term. If COUNTY elects to extend the Term, COUNTY's Director will provide notice to CONTRACTOR at least thirty (30) days prior to the expiration of the Term. Any extension to the Term must be mutually agreed upon by both parties as an 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, addressed as follows:

TO COUNTY

TO CONTRACTOR

Director of Airports
Sacramento County
Department of Airports
6900 Airport Boulevard
Sacramento, CA 95837

[Mailing Info]

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

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 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.

V. 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 activities regarding the subject matter of this Agreement.

VI. 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.

VII. 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.

VIII. PERFORMANCE STANDARDS

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

IX. 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.

X. STATUS OF CONTRACTOR

[For Service Providers with Five or More Employees or Those Who Obtain a Tax Waiver]

(A)

- 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.

[For Other Service Providers Not in (A)]

(B)

- 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 a) any entitlement as a COUNTY employee; or b) 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. 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 contract. Further, CONTRACTOR is not included in any group covered by COUNTY'S present agreement with the federal Social Security Administration.

[For Out-of-State Service Providers]

(C)

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

XI. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XII. 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.

XIII. BENEFITS WAIVER

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

XIV. 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.

XV. 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.

XVI. 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.

XVII. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with COUNTY'S Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;
 - 3. Provision of adequate restroom facilities located inside the facility;
 - 4. Implementation of litter control services;
 - 5. Removal of graffiti within seventy-two (72) hours;

6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY'S individualized assessment of CONTRACTOR'S facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the Director, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR'S compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by Director.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR'S site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

- F. CONTRACTOR'S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

XVIII. 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, 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 antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XIX. 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.

XX. 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.

XXI. INFORMATION TECHNOLOGY ASSURANCES

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

XXII. 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 [insert - on a monthly basis, upon completion of services, etc. as appropriate]. 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.

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 contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

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.

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 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, non-material amendments to this Agreement on behalf of the COUNTY including, but not limited to pricing, schedules, project milestones, management practices, etc. 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.

XXXI. REPORTS

- A. CONTRACTOR shall, without additional compensation therefor, 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 the Sacramento County Employees' Retirement System (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 six (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. 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.

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

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

**[name of CONTRACTOR and type
of business]**

“COUNTY”

“CONTRACTOR”

By: _____
Cynthia A. Nichol
Director of Airports

By: _____
[Authorized Signer]
[Title]

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

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 – Procedure for Handling Sensitive Security Information

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO (COUNTY) and
[CONTRACTOR] (CONTRACTOR)**

SCOPE OF SERVICES

Final Scope of Services May Differ Based on Awarded Proposal

I. SERVICE LOCATION(S)

The service locations listed below are described by their administrative addresses, but services may be requested for any properties throughout the campus of each respective airport.

**Facility Name: Sacramento International Airport
Street Address: 6900 Airport Boulevard
City and Zip Code: Sacramento, CA 95837**

II. SCHEDULE

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

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 subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the COUNTY shall not be

deemed to constitute acceptance or waiver by the COUNTY of any error or omission as to such work. CONTRACTOR shall coordinate the activities of any subcontractors and is responsible to ensure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

- 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 PERFORMING SCOPE OF WORK

CONTRACTOR is retained to provide and perform the scope of work 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.

VI. PROJECT PERSONNEL

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

COUNTY: NAME:
 PHONE:
 FAX:
 E-MAIL:

CONTRACTOR: NAME:
 PHONE:
 FAX:
 E-MAIL:

VII. DESCRIPTION OF SERVICES

Performance of tasks shall be mutually scheduled between COUNTY and CONTRACTOR but shall be completed no less frequently than the specified frequency for each task described herein, if applicable. CONTRACTOR shall be responsible for providing all equipment necessary to perform the tasks described herein.

(Note – The "Description of Services" below is in draft form. The final content will be based on negotiations and the selected Proposal)

CONTRACTOR shall perform its services in a manner that does not interfere with Airport operations and does not unreasonably inhibit airport workers from fulfilling their responsibilities where and when required.

CONTRACTOR shall:

- Provide services as directed by the COUNTY for a minimum of ten (10) hours per day between approximately 4:00 a.m. and 11:00 p.m., seven (7) days per week, three hundred sixty-five (365) days per year;
- Provide the required services in an airport environment that includes a multi-shift (24/7) operation; and
- Provide its services in a safe, complete, efficient, and affordable manner, using appropriate staff and supervisors at varying shifts.

A. GUARD SERVICE DUTIES

1) PRIMARY DUTIES

- i. Screening, identification, inspection, and validation of airport-issued identification badges and other authorized credentials, involving:
 1. Random screening at times and locations required by the Airport with a potential of providing services at multiple simultaneous locations, initially estimated to be at two (2) locations.
 2. Same-gender hand pat downs at screening locations, following the same standard TSA uses at airports throughout the nation, which shall require both male and female screening officers at each location.
 3. Metal detection of all screened individuals using a handheld metal detector, unless exempted for medical reasons.
 4. Security inspection of employees and their accessible property, such as backpacks, purses, lunch containers, etc., through use of stadium-style, open and look, inspections.
 5. Potential use of technology for screening, including but not limited to portable card readers.
 6. Potential screening by June 2025 of individuals and accessible property using explosive detection devices, if mandated.

7. Daily documentation of screened individuals and outcomes.
 8. Documenting and handling all complaints related to performed screening and all other activities performed under the agreement.
 9. Communicating with law enforcement and/or Department staff if issues or concerns arise.
- ii. Maintaining a digital log of daily post activities in a format acceptable to the Department.

2) POTENTIAL SUPPLEMENTAL DUTIES

- i. Pre/post security inspection of concession/tenant deliveries and merchandise.
- ii. General security services in response to TSA regulatory requirements or emergencies.
- iii. Security services at passenger security checkpoints and exit lanes during non-TSA screening hours.
- iv. Escorting unbadged contractors/vendors/persons in TSA regulated areas.
- v. Performing tool control for contractors accessing and working in the Secure and Sterile Areas.
- vi. Air Operations Area (AOA) access gate vehicle inspections and security services.
- vii. Controlling access to airfield gates for construction activities.

B. REGULATED POST POSITIONS

Assigned posts are identified as either Regulated or Non-Regulated. All Regulated post positions operate in high-security environments, and inspectors/guards will be responsible for duties related to securing the Airport against all threats as well as compliance with applicable TSA and Airport regulations, which may be amended from time to time. The nature of these posts requires that:

- i. Inspectors/guards shall have experience with and/or be familiar with current TSA regulations regarding prohibited items and Airport Rules and Regulations for the applicable airport.

- ii. Inspectors/guards shall receive all required initial and on-going safety and skills training related to the scope of services provided pursuant to this Agreement.
- iii. Inspectors/guards shall possess a valid registration (Guard Card) issued by the State of California.

C. GUARD REQUIREMENTS

In providing the services requested herein, the selected contractor must ensure guards comply with the following requirements:

- i. Possess a valid Guard Card and have it on-person at all times while providing services.
- ii. NOT possess any weapon while on Airport property, including without limitation firearms, knives, pepper spray, mace, or batons.
- iii. Be able to distinguish colors and have vision correctable to 20/20.
- iv. Be able to climb inside and bend under vehicles for inspections.
- v. Be able to work while exposed to outdoor elements such as wind, rain, chill/cold, heat, and aircraft noise.
- vi. Be able to speak, comprehend, read, and write in English.
- vii. Be able to interact with employees, customers, and tenants with the highest level of professionalism and courtesy.
- viii. Be able to comprehend and implement/enforce complex post orders and rules/regulations.
- ix. Be able to understand handling requirements of Sensitive Security Information (SSI).
- x. Hold a valid driver's license issued by the State of California. Selected contractor shall ensure this requirement is continuously satisfied for all guards assigned to work pursuant to the agreement.
- xi. Demonstrate right-to-work in the U.S. in compliance with the requirements of the Immigration Reform and Control Act of 1996. The Department reserves the right to inspect employment eligibility verification documents/forms.

- xii. Be eligible to hold a Security Identification Display Area (SIDA) badge, including completion/passage of a Criminal History Records Check (CHRC) in accordance with 49 CFR 1542.209 and a TSA Security Threat Assessment (STA), and issuance of a U.S. Customs and Border Protection (CBP) seal (see 19 CFR 122.183).
- xiii. Document and log events in legible handwriting.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO (COUNTY) and
[CONTRACTOR] (CONTRACTOR)**

**Final Insurance Requirements May Differ
Based on Awarded Proposal**

INSURANCE REQUIREMENTS FOR CONTRACTORS

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.

I. 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.

II. 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. 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.
- E. SEXUAL ABUSE OR MOLESTATION: This work includes contact with minors. CONTRACTOR shall obtain and maintain a policy covering Sexual Abuse and Molestation.

III. 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

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. SEXUAL ABUSE OR MOLESTATION: \$250,000 per person or per occurrence and \$1,000,000 aggregate.

IV. 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.

V. CLAIMS MADE INSURANCE

If 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.

VI. OTHER INSURANCE PROVISIONS

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

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.

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.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY AND/OR CONTRACTORS POLLUTION 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.

VIII. 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.

IX. 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] (CONTRACTOR)**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

Dependent on Awarded Proposal

II. RATES

Dependent on Awarded Proposal

III. PAYMENTS

Services will be payable upon completion of a requested assignment. COUNTY shall pay the invoice within thirty (30) days of receipt.

CONTRACTOR shall address and submit all invoices associated with this Agreement by e-mail to _____ at _____ or by U.S. mail or personal delivery to the following address:

Sacramento County Department of Airports
Attn: Accounting
6900 Airport Boulevard
Sacramento, CA 95837

COUNTY may change the address(es) to which subsequent invoices shall be sent by giving written notice designating a change of e-mail address or street address to CONTRACTOR, which shall be effective upon receipt.

**EXHIBIT D to Agreement
between the COUNTY OF SACRAMENTO (COUNTY) and
[CONTRACTOR] (CONTRACTOR)**

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.

**EXHIBIT E to Agreement
between the COUNTY OF SACRAMENTO (COUNTY) and
[CONTRACTOR] (CONTRACTOR)**

**PROCEDURE FOR HANDLING
SENSITIVE SECURITY INFORMATION**

ATTACHMENT 3

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

COVER PAGE

SMFORWARD PROJECT

SECTION 01 35 13.53

PROCEDURE FOR HANDLING SENSITIVE SECURITY INFORMATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. 49 CFR parts 15 and 1520 (SSI Regulation)
- B. California Public Records Act, Government Code section 7920.000 et seq.

1.2 DEFINITIONS

- A. Covered Person: As defined in the SSI Regulation, at 49 CFR § 1520.7, an individual or entity that has transportation security or transportation security-related responsibilities to include, but not limited to, (1) anyone who is permanently or temporarily assigned, attached, detailed to, employed by, or under contract with the DHS, (2) regulated parties, Federal, State, Local and tribal government employees, Contractors, and grantees, as well as TSA stakeholders and industry partners; (3) Committees of Congress; (4) other persons with a need to know as defined in 49 CFR § 1520.11; and (5) persons receiving SSI pursuant to other conditional disclosures. See "Need to Know." Covered Persons are obligated to protect SSI from unauthorized disclosure as described in this procedure.
- B. Need to Know: An employee has a Need to Know SSI when access to the information is necessary for the employee to perform their official duties to the best of their ability. A Contractor has a Need to Know SSI when access to the information is necessary for the Contractor to fulfill a contract or portion of a contract which relates to transportation security. For specific SSI, the SCDA Airport Security Coordinator may make a finding that only specific people or classes of people have a Need to Know. Otherwise, a regulated party has a Need to Know SSI in each of the following circumstances:
 - When the person needs the information to carry out transportation security duties.
 - When the person needs the information to supervise or otherwise manage individuals carrying out transportation security duties.
 - When the person needs the information to advise an operator, carrier or other affected entity regarding transportation security duties.
 - When the person needs the information to represent an operator, carrier or other person receiving information in connection with any enforcement proceedings.
- C. Record: Any writing, drawing, map, tape, film, photograph, or other means by which information is preserved, regardless of format, physical form, or characteristics. This includes paper, electronic, and magnetic media.

- D. Redaction: To obscure or prevent portions of a record containing SSI from being viewed and accessed.
- E. Sensitive Security Information (SSI): A category of records and information that, if publicly released, would allow a malicious actor to gain information about a target without the need to physically access it, or otherwise be detrimental to transportation security as defined in the SSI Regulation. Although SSI is not classified information, there are specific procedures for recognizing, marking, protecting, safely sharing, and destroying SSI. The unauthorized disclosure of SSI constitutes a security and safety risk to SCDA. Records produced prior to this Procedure that fit into the definition of SSI do not have to be designated SSI unless the document is revised, changed or released after the approval of this Procedure. See Appendix A for a current list of designated SSI.
- F. SSI Distribution Limitation Statement: The statement applied to SSI providing explicit direction concerning the restrictions which apply to the information or records. It states the authority for controlling distribution and specifies, when appropriate, the distribution approval procedures.

1.3 ABBREVIATIONS

CFR	Code of Federal Regulations
CPRA	California Public Records Act
DHS	Department of Homeland Security
DOT	Department of Transportation
FAA	Federal Aviation Administration
FOIA	Freedom of Information Act
IT	Information Technology
NDA	Non-Disclosure Agreement
SCDA	Sacramento County Department of Airports
SSI	Sensitive Security Information
TSA	Transportation Security Administration
TVA	Threat Vulnerability Assessment
USC	United States Code
VPN	Virtual Private Network

1.4 BACKGROUND SUMMARY AND PURPOSE

- A. SSI is a specific category of information that requires protection against disclosure. 49 USC § 40119 limits the disclosure of information obtained or developed in carrying out certain security or research and development activities to the extent that it has been determined by the TSA Administrator that disclosure of the information would be an unwarranted invasion of personal privacy; reveal a trade secret or privileged or confidential commercial or financial information; or be detrimental to the safety of passengers in transportation. Although it is subject to certain legal disclosure limitations, SSI is not classified national security information subject to the handling requirements governing classified information. The specific information that falls within the scope of the statute is prescribed by the SSI Regulation. The purpose of this Procedure is to prevent unauthorized disclosure of information that could cause any of the harms listed above, while being mindful of the public's legitimate interest

in, and right to know, transportation information. Limiting access to this information is necessary to guard against those who pose a threat to transportation security and their ability to develop techniques to subvert security measures.

- B. The purpose of this Procedure is to identify SCDA requirements for the Contractor's and Subcontractor's handling of SSI in order to minimize the risk of threats and comply with federal law.
- C. This Procedure applies to all SCDA employees, officials, officers, representatives, Contractors, and their Subcontractors at all levels.

1.5 RESPONSIBILITIES

- A. SCDA Airport Security Coordinator. Responsible for management, implementation and oversight of SSI within SCDA. Conducts self-inspections to ensure effective SSI management, proper practical implementation of SSI policy and adherence to SSI protocols. This includes:
 - Issue directives, if needed, establishing criteria for identifying SSI responsibility within SCDA
 - Ensure that adequate security measures and procedures are implemented to protect SSI
 - Ensure that SCDA employees, Contractors, and Subcontractors are aware of their responsibility to protect SSI
 - Identify appropriate information and designate it as SSI
 - Train and certify Contractor/Subcontractor SSI Coordinators
- B. SCDA IT Manager. Responsible for establishing:
 - Records management disposition policies and procedures to ensure that electronic records designated as SSI are maintained and disposed of according to existing SCDA records retention/control policies.
 - Standards for IT system protection. System protection functions include encryption, network security products, reliability and security of computing systems, and physical barriers.
 - Procedures for protection of SSI during transmission and storage.
- C. Contractor/Subcontractor
 - 1. All Contractor and/or Subcontractor entities shall develop and implement documented procedures for managing all aspects of SSI marking, protection, storage, control, release, packaging, transmission, and destruction of information in compliance with this Procedure.
 - 2. Each Contractor and/or Subcontractor entity shall nominate an SSI Coordinator who shall be the primary point of contact for all SSI-related matters, and directly responsible for implementation of SSI procedures. Every SSI Coordinator shall be trained and certified by the SCDA Airport Security Coordinator or their

representative.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DESIGNATION OF SSI

- A. For a list of information determined by SCDA to be considered SSI, refer to Attachment 2 (Information Constituting SSI).

3.2 PROTECTION OF SSI

- A. Any documents which include SSI must be safeguarded and marked as such. Physical copies of documents must be kept in a secured location such as an all-steel locked filing cabinet. Only people with a Need to Know should have access to or knowledge of this information unless otherwise stated in writing by the originating organization.
- B. If SSI must be released to Subcontractors, the Contractor's SSI Coordinator shall determine whether the sensitivity of the information justifies a requirement for an investigation of Subcontractor personnel handling the SSI. The Contractor's procurement document with the Subcontractor must include the Subcontractor's background information requirements and other security requirements of the contract between SCDA and the Contractor relevant to the handling of SSI. The SCDA Airport Security Coordinator shall determine the extent of the investigation required, ranging from a suitability determination to a request for clearance for national security.
- C. The Contractor and Subcontractor SSI Coordinator shall maintain an up-to-date record of all SSI documents and list of persons with access to SSI documents for the entire period Contractor/Subcontractor is in possession of SSI. All related Contractor/ Subcontractor records are subject to the audit requirements identified in the applicable contract documents.
- D. Contractor's/Subcontractor's use of remote access technologies to provide collaborative access to its storage/processing systems over the public Internet shall require encrypted VPN tunnels between any endpoint and Contractor's/Subcontractor's network/systems using only company-approved applications.
- E. Miscellaneous requirements:
 - When leaving your computer or desk you must lock all SSI and you should lock or turn off your computer.
 - Taking SSI home is strongly discouraged. If necessary, obtain permission from a supervisor and lock all SSI at home as required above. Under no circumstance should SSI be printed or stored at home.
- F. For additional recommended practices, refer to Attachment 6 (SSI Best Practices

Guide). This attachment shall be distributed to all Covered Persons likely to process SSI as soon as possible to assist in increasing user awareness.

3.3 MARKING OF SSI

- A. Every page of the record should include an SSI header (i.e., protective marking) and footer (i.e., Distribution Limitation Statement).
1. Protective marking. When marking a document containing SSI, such marking shall include "SENSITIVE SECURITY INFORMATION" in the header of the record.
 2. SSI Distribution Limitation Statement. The following statement must be included in the footer of the record. This statement is specified by regulation and must not be modified:

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

B. Documents

1. Protective marking. SSI documents should have an SSI coversheet (see Attachment 3). The title page, as well as each page of the document, must contain proper markings. This is also inclusive of the front and back cover of the document.
2. SSI Distribution Limitation Statement.
 - Paper records. Must be included at the bottom of every page including the binder covers, front and back covers and title pages. It must be larger than the text of the document.
 - Electronic records. Must be marked in a similar manner, on every page.
 - Non-paper records. Must be placed clearly and visibly so that it can be seen or heard by the recipient. Any containers should be marked on the outside.
3. Spreadsheets should be marked with the SSI header on every page and the SSI footer on every page or at the end of the document.

C. Presentations and briefings

If a presentation or briefing contains SSI, the following language must either (1) appear on the first slide under the cover slide, or (2) be read to the audience at the start of the briefing:

The presentation you are about to receive contains Sensitive Security Information (SSI). As a covered person receiving this information, you are required to protect it from unauthorized disclosure in the interest of transportation security of the United States.

Handling, storage, reproduction, verbal repetition, and disposition of the information shown during this presentation must be in accordance with applicable statutes, implementing regulations, and TSA policies and procedures.

D. Charts, maps, and drawings

1. Protective marking. SSI documents that may be designated as charts, maps, and drawings are to have the appropriate protective marking affixed in a manner that is plainly visible.
2. SSI Distribution Limitation Statement. Charts, maps and drawings must have the appropriate SSI Distribution Limitation Statement affixed in a manner that is plainly visible. Refer to section 3.3.A.2 above for approved wording.

E. Video and audio recordings

1. Protective marking and SSI Distribution Limitation Statement. The protective marking and SSI Distribution Limitation Statement must be applied at the beginning and end of each video recording and affixed in such a manner that it is fully visible on the screen or monitor. Videotape recordings that contain SSI must include, on the recordings, conspicuous visual protective marking and SSI Distribution Limitation Statement at both the beginning and the end, if practicable. Protective marking and the SSI Distribution Limitation Statement must also be applied on the front, back and each side of the video case and storage container(s).
2. Video and audio should be marked with the SSI header and footer on the protective cover when able and the header and footer should be shown and/or read at the beginning and end of the program.

F. Electronic and magnetic media

1. Information extracted from. The protective marking is not required on the information in the form of compiled lists of SSI information extracted from electronic and magnetic media. However, it must have the SSI Distribution Limitation Statement affixed on the bottom of each page containing SSI and to any cover page and back page. The SSI Distribution Limitation Statement may be applied by the equipment itself on the face of the page, provided that the SSI Distribution Limitation Statement is clearly distinguishable from the printed text.
2. Information contained on. SSI contained on electronic and magnetic media must have protective marking, and the SSI Distribution Limitation Statement must be applied at the beginning and end. The protective marking and SSI Distribution Limitation Statement must be displayed in such a manner that both are fully visible on the screen or monitor when the text is viewed. The protective marking and SSI Distribution Limitation Statement must also be applied to each side of the disk and the disk sleeve/jacket, on the non-optical side of the CD-ROM and both sides of the CD-ROM case. If the electronic/magnetic text has a soundtrack, then audible warnings that describe the protective marking and SSI Distribution Limitation Statement must, if possible, be included in the

introduction and at the end of this text.

3. CDs/DVDs should be encrypted or password-protected and the header and footer should be affixed to the CD/DVD.
4. Small form factor portable drives including “flash” or “thumb” drives may be too small to be marked, but the drive itself should be encrypted or all SSI documents stored on it should be password protected. Larger external drives (i.e. SSD or HDD) should be marked.
5. Use of encryption methods, keys, and passphrases should be coordinated between the sender and receiver using out-of-band means (i.e. phone calls, separate emails, etc.).

G. Systems

Protective marking. Information systems which hold, process or store SSI should contain marking of some kind, such as tagging or user notice on system entry. Likewise, the system owner shall use reasonable standards for protecting the information accordingly, such as limiting SSI access only to those with a Need to Know and following industry standards for protecting sensitive information in systems (e.g., password protecting documents and workstations).

3.4 STORAGE OF SSI

- A. All Contractor and/or Subcontractor employees possessing SSI are responsible for ensuring that the information, records and systems containing SSI are safeguarded at all times from disclosure to unauthorized persons. When the SSI for which an individual is responsible is not under the individual’s direct physical control, the individual is responsible for ensuring that it is safeguarded and protected in such a way that it is not physically or visually accessible to persons who do not have a Need to Know, as defined in this Procedure. For example, when unattended, SSI must be secured in a locked container, office, or other restricted-access area.
- B. IT systems that store SSI should comply with the technical policies identified in the SSI Best Practices Guide (Attachment 6).
- C. When an individual responsible for SSI places the material in a locked container, the individual is responsible for ensuring that positive measures are in force to restrict access to the container keys or combination to only individuals with a Need to Know.
- D. Store physical SSI in a secure container such as an all-steel locked filing cabinet.
- E. Do not handle SSI on computers that have peer-to-peer software installed on them (e.g. Bittorrent, etc.) or on your home computer. Contractors/Subcontractors are responsible for ensuring their systems comply with internal IT standards governing approved applications.
- F. SSI stored in network folders should either require a password to open or the network should limit access to the folder to only those with a Need to Know. It is recommended that Contractor/Subcontractor store SSI in a single, centralized network location to aid in administration.

3.5 CONTROL AND RELEASE OF SSI

A. Non-Disclosure Agreements

1. Contractors and Subcontractors shall execute an NDA prior to the disclosure of SSI from SCDA to Contractor or from Contractor to Subcontractor, which shall only be used to disclose information with covered persons who have a Need to Know the information. The signing of an NDA does not allow disclosing of SSI with non-Covered Persons.
2. Responsibility for ensuring a covered person receiving SSI understands the responsibilities entailed rests with the party disclosing the information.
3. For a copy of the DHS Non-Disclosure Agreement form, refer to Attachment 7.

B. FOIA and CPRA Requests

When the public wants to view government-held information about transportation security, they may request the information under FOIA and/or the CPRA, as applicable. Neither Contractors nor Subcontractors are authorized to release information to the public. Any such request shall be forwarded to the SCDA Airport Security Coordinator for review and/or action, in consultation with County Counsel.

C. Contractor-copied SSI

Contractors must provide prior notification in writing, through the SCDA Contract Manager, to the originator of SSI when the Contractor needs to make copies of SSI. This written notification must contain the following minimum information:

- Positive identification of SSI (title, document numbers as applicable, etc.)
- The purpose of making the copies
- Number of copies
- Dissemination of copies (the Contractor must verify and ensure that all recipients are authorized to receive SSI)

D. Inadvertent Release of SSI

Any person with knowledge of an inadvertent release of SSI must immediately notify the SCDA Airport Security Coordinator.

3.6 PACKAGING, TRANSMISSION, AND ACKNOWLEDGEMENT OF SSI

A. Responsibility

The term "SSI transmission" refers to the means used to transfer SSI from one location to another. A transfer may involve physical relocation or the electronic transmission of information. In either case, the individual responsible for the SSI is also responsible for ensuring that the material is packaged and/or transmitted in accordance with the requirements in this Procedure to guard the information from unauthorized disclosure to people who do not have a Need to Know.

B. Packing and Transmission Requirements for SSI

When assembling a package containing SSI for transmission, it is the responsibility of the individual preparing the package to ensure that all SSI has the appropriate protective marking and the SSI Distribution Limitation Statement.

- Mail. SSI may be transmitted by U.S. Postal Service First-Class Mail or regular parcel post, or by other delivery services (FedEx, UPS, etc.). SSI that is to be sent by mail or by a delivery service must be wrapped in opaque envelopes, wrappings, or cartons. Addressing the package with an attention line containing the name and office of the recipient helps to ensure that the SSI material is received and opened only by authorized personnel. The outside wrapping (i.e. box or envelope) should not be marked as SSI
- Interoffice mail. When sent by interoffice mail, SSI must be transmitted in a sealed envelope in such a manner as to prevent inadvertent visual disclosure.
- Hand-carrying within or between buildings. SSI that is carried by hand within or between buildings must be protected (by a cover sheet, protective folder, distribution pouch, etc.) to prevent inadvertent visual disclosure.
- Packaging material. Envelopes or containers must be of such strength and durability that they will provide physical protection during transit and will prevent items from breaking out of the containers or envelopes.

C. Electronic Transmission of SSI

- Electronic mail or web posting.
 - Transmit SSI via email only in a password protected attachment, not in the body of the email. Send the password without identifying information in a separate email or by phone.
 - Electronically transmitted messages containing SSI shall include the term "Sensitive Security Information - Disseminate on a Need-to-Know Basis Only" at the beginning of the text.
 - SSI shall not be sent to personal e-mail accounts except under unique and urgent circumstances when immediate transmission of information is required in the interest of transportation security and transmittal through approved means is unavailable or impractical.
 - SSI is not authorized for posting on the internet/intranet except for postings on secure sites as specifically authorized by the SCDA Airport Security Coordinator (see Attachment 4).
- Facsimile. Facsimile is discouraged from use. In instances where facsimile is necessary, the sender must confirm that the facsimile number of the recipient is current and valid.
 - If the recipient has a facsimile machine in a controlled area where unauthorized people cannot intercept the SSI facsimile, the sender may send the SSI facsimile without requiring that the recipient be

there to receive it promptly. Otherwise, the sender must ensure that an authorized recipient is available at the receiving location to promptly retrieve the information.

- If the facsimile machine stores transmitted information, then clear the data immediately after use.
 - The information to be transmitted must have a cover sheet that clearly identifies the sender's name and telephone number and contains a warning that if the message is received by anyone other than the intended recipient, the individual receiving the message must immediately notify the sender for disposition instructions.
- Telephone. The caller must ensure that the person receiving the SSI is an authorized recipient. The risk of interception and monitoring of conversations is greater when using wireless devices. Individuals needing to pass SSI by telephone must avoid these devices unless the circumstances are exigent, or the transmissions are encoded or otherwise protected.
 - Videoconferencing. Secure videoconferencing relies on the users' participation in security. Contractors and Subcontractors shall verify and enable videoconferencing security and/or encryption settings on tools approved for business use.
 - Meeting hosts must take steps to ensure that only authorized recipients/participants can access a meeting where SSI will be shared or discussed.
 - Ensure that meetings are set to private. Consider using an access code and "waiting room" to vet participants before they are given access and/or manual admission/removal of attendees.
 - Use only videoconferencing tools approved for business use.
 - Use only secure networks (e.g., VPN) or secure Wi-Fi networks (i.e., encrypted and restricted) to connect to meetings. Avoid using public hotspots and networks.

D. Transmittal Documents

1. When transmitting SSI, the SSI marking must be applied to the transmittal document (letter, memorandum, or fax). The transmittal document must contain, if applicable, a disclaimer noting that it is no longer SSI when it is detached from the SSI it is transmitting (transmittal e-mails do not need to contain this disclaimer), and a warning that if received by an unintended or different recipient, the sender must be notified immediately.
2. Documents that are used to transfer SSI but do not themselves contain SSI must be marked with the Distribution Limitation Statement. In addition, the following statement must be affixed to the front page of the transmittal document:

The protective marking SENSITIVE SECURITY INFORMATION and/or the Distribution Limitation Statement on this document are canceled when the attachments containing SSI

are removed.

3. Refer to Attachment 8 (SSI Transmittal and Receipt) for a sample transmittal document.

E. Removing SSI from the Workplace

- Personnel must obtain permission from their supervisor before removing SSI from their workplace. When SSI is removed from the workplace, protect it by maintaining positive physical control over the SSI or properly securing the SSI in a locked container so it is not accessible by non-covered persons or those who do not have a Need to Know the information.
- While traveling, personnel shall maintain positive physical control over the SSI and electronic devices containing SSI whenever possible. If circumstances require SSI to be left unattended in a vehicle, the vehicle must be locked and the SSI material, or any container holding the material, must not be left in plain view. If circumstances require SSI to be left unattended at any time during travel (e.g., in a hotel room or at home), secure the SSI in a locked container (e.g., in hotel safe) to prevent unauthorized access to the SSI by others, including co-habitants, intruders, or hotel staff.
- The guiding principle for securing SSI during travel is to take all reasonable steps necessary to protect SSI from access by non-covered persons or those without a Need to Know the information.

- F. Passwords for SSI documents must contain at least eight characters, have at least one uppercase and one lowercase letter, contain at least one number, one special character and not be a word in the dictionary.

- G. When discussing or transmitting SSI to another individual(s), Covered Persons must ensure that the individual with whom the discussion is to be held or the information is to be transferred has a valid Need to Know. In addition, Covered Persons must ensure that precautions are taken to prevent unauthorized individuals from overhearing the conversation, observing the materials, or otherwise accessing the information.

3.7 DESTRUCTION OF SSI

A. Requirement

Documents containing SSI that are no longer needed should be properly destroyed in such manner that the information cannot be reconstructed.

B. Methods

1. Physical Media

The objective of a selected destruction method is to destroy the material so the recovery of the sensitive information is difficult, if not impossible. Material containing SSI must be destroyed by one of the following methods, listed in

order of preference:

- Confetti/crosscut shredding or irreparably destroying.
- Tearing the SSI material into small pieces and assimilating it with other waste material.

2. Electronic Media

The objective is to delete the data so the recovery of the sensitive information is difficult, if not impossible. Material containing SSI must be deleted from the information system in such a way that it cannot be restored by the system owner.

C. Contractor notification of destruction of SSI

When a Contractor or Subcontractor proposes to destroy copies of records containing SSI, the Contractor or Subcontractor must first provide notification in writing, through the SCDA Contract Manager to the information originator, of its destruction. The contractor must provide the following minimum information regarding the destruction of SSI:

- Identification of the information to be destroyed (title, document/copy numbers as applicable, etc.)
- Number of copies destroyed
- Date and place of destruction
- Method of destruction
- Residual SSI that is remaining in custody of the Contractor or Subcontractor

3.8 For an overview of the steps required to identify, mark, store, transmit, and destroy SSI, refer to Attachment 9 (SSI Flowchart).

3.9 ATTACHMENTS

The following documents are attached:

1. Acknowledgement of SSI Requirements
2. Information Constituting SSI
3. Sample SSI Cover Sheet
4. Transmission of SSI
5. Marking Guidance for Records & Media
6. SSI Best Practices Guide
7. DHS Form 11000-6 (08-04) – Department of Homeland Security Non-Disclosure Agreement
8. SSI Transmittal and Receipt
9. SSI Flowchart

Attachment 1 (Acknowledgement of SSI Requirements)

- A. The Owner has deemed components of this project to be of critical concern due to said component scope. As one of the bidders, you must execute this document to acknowledge the Security Sensitive Information (SSI) requirements and the proper Safeguarding of Sensitive but Unclassified Information.
- B. Below is the SSI language from 49 CFR § 15.13 that will be incorporated into all construction drawing sheets and on the project manual components that are SSI:

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520 or that may be otherwise exempt from public disclosure pursuant to the California Public Records Act (Gov't Code § 7920 et seq.). No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of both the Sacramento County Department of Airports and either the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

- C. By execution of this document you are agreeing to the following:
 - 1. This agreement is completed for the release of the [add scope here], both electronic and hard copy versions, and any other future SSI documents related to the [add project description here].
 - 2. I am the duly authorized representative for:

Print Authorized Entity

Print Name and Title

Print Address

- 3. I have the express authority to sign this agreement and hereby consent to all conditions stated herein, in consideration of my being granted conditional access to certain information, specified in paragraph (1) above, that, is owned by, produced by, or in the possession of the Sacramento County Department of Airports.
- 4. Sensitive Security Information. I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland

Security.

5. By being granted conditional access to the information in paragraph (1), indicated above, I am obligated to protect this information from unauthorized disclosure. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Only those persons who have a need to know may handle this information, and I will ensure that they will comply with all maintenance, safeguarding, dissemination, and handling requirements provided in 49 CFR part 1520.
6. Neither the execution of this agreement nor the release of the records indicated in paragraph (1) above operates as a waiver of the confidential and exempt status of the records.
7. Violation of this nondisclosure agreement or of the attached federal regulations is grounds for a civil penalty and other enforcement or corrective action by DOT and DHS and, if awarded the contract, will be cause for termination.

Signature

Date

Attachment 2 (Information Constituting SSI)

- Documents containing facility capacities and emergency measures (e.g., redundant capabilities, emergency power-down or black start procedures)
- Information concerning threats against public transportation
- Proposed or recommended change to information and records containing SSI
- Policies or procedures concerning:
 - Compressed natural gas
 - Liquid natural gas
 - Gasoline and diesel fuel usage and storage
 - Above ground and underground storage tanks
 - Emergency power generators
 - Contents or design of electric distribution equipment
 - Gas mains and shutoffs
 - Water mains and shutoffs
- Network addressing and configuration files regarding SCDA IT or security-related systems or equipment, including security cameras, electronic access-controlled doors, servers, network distribution or access infrastructure, etc.
- Plans and sketches showing the field of view or orientation of security cameras
- User account names and passwords associated with SCDA IT systems

Information not constituting SSI:

- Manufacturer and model information of security-related systems
- Access control system riser diagrams
- Communication room plans
- Fiber optic cable and copper cable riser diagrams
- Local Area Network (LAN) plans, risers and topology
- Passenger Check Point plans
- Baggage handling system plans
- TSA facility plans
- CBP facility plans
- Underground utility plans

Attachment 4 (Transmission of SSI)

- Web posting. SSI information can be posted only on SCDA-approved websites. Such sites must be approved by and comply with the standards established by SCDA IT and authorized by the SCDA Airport Security Coordinator.
- Electronic transmission. All SSI information transmitted via email must be password-protected via strong password standards established by SCDA IT.
- Password creation.
 - System and/or document owners are responsible for password creation and maintenance.
 - Strong password guidelines:
 - eight-character minimum length
 - at least one letter capitalized
 - contain at least one number
 - not be a word in the dictionary
- Communicating passwords.
 - Each SSI attachment should be password-protected by the sender.
 - If possible, the sender should transmit the password to the receiver(s) by alternate means other than email, (e.g., telephone or fax).
- Password duration and usage.
 - Sites containing SSI, as approved by SCDA IT and the SCDA Airport Security Coordinator, may request authentication when retrieving documents.
 - Password duration for user accounts is governed by SCDA IT.

Attachment 5 (Marking Guidance for Records and Media)

Type of Record/System	Marking
Email	No header or footer should be present since SSI is not authorized in the body of emails; attachments containing SSI that are sent through email Emails must comply with the SSI marking guidance for that record type.
Documents (e.g. Word, pdf)	Use of SSI Cover Sheet encouraged; use header and footer on every page and on any covers.
Presentations (e.g. PowerPoint)	Use of SSI Cover Sheet encouraged; use both header and footer on the first and last slides; use header only on all other slides.
Spreadsheets (e.g. Excel)	Use of SSI Cover sheet encouraged; use header on every page; use footer on every page if possible. If not possible, use footer at the end of the spreadsheet.
Databases (e.g. Access, SQL, etc.)	Output reports for databases producing SSI material must comply with the marking guidance for documents.
Project/Document Management Systems (e.g. Kahua)	User-based and/or role-based access permissions must be established for access to SSI by covered persons with a Need to Know only.
Messaging Systems (e.g. Teams)	No SSI is authorized in the body of a chat session; attachments containing SSI sent through chat must comply with the SSI marking guidance for that record type.
Screen Images	Use marking guidance for the type of record the image is being placed in.
Photographs	Place the header and footer wherever they can be readily seen or apply the header using labels or a permanent marker.
Charts, Maps, and Drawings	Place the header and footer wherever they can be readily seen.
Video and Audio Recordings	Apply header and footer to each side of every reel, tape, and storage container. If practical, record protection requirements audibly and/or show header and footer visually at the beginning and end of the recording.
CDs and DVDs	Apply header using labels or permanent marker. Apply header and footer on outside jewel case, jacket, or sleeve.
Mobile Electronic Media (e.g. USB drives)	No external marking for small form factor flash drives, but personnel must use SCDA IT-approved/provided encrypted or password-protected media. Mark all records containing SSI per the guidance for that record type.

END OF SECTION

**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

ATTACHMENT 4
CONTRACTOR IDENTIFICATION FORM
COVER PAGE

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: _____

