

# Request For Proposals

Fixed Base Operator

At

Sacramento Executive Airport

#### A. INTRODUCTION

The County of Sacramento, California (County) is seeking proposals (Proposals or Proposal) from qualified proposers (Respondents or Respondent) to manage and operate the existing Fixed Base Operator (FBO) facility at Sacramento Executive Airport (Airport or SAC) located at 6151 Freeport Boulevard, Sacramento, CA 95822. The new FBO lease agreement (Agreement) with the County will be administered by the Sacramento County Department of Airports (Department).

It is the intent of the County to select one Proposal (Successful Proposal) from all submitted Proposals utilizing, at a minimum, the Selection Criteria outlined in Section N of this Request for Proposals (RFP). Each Proposal will be reviewed for compliance by the Department's evaluation committee.

Each potential Respondent is invited to perform its own investigations and make its own assessments regarding the extent and nature of its proposed FBO services and any additional services best suited for the Airport. All proposed activities shall comply with all Airport-related requirements including, but not limited to, the Airport Rules and Regulations, applicable Federal Aviation Administration (FAA) regulations, orders, and advisory circulars, and the FAA Airport Improvement Program Grant Assurances.

Each Respondent is responsible for all necessary investigations to determine the requirements and costs related to its prospective FBO operations. The County shall have no responsibility in this regard.

<u>Note</u>: There is a condition contained in the County's agreement with its current FBO that limits the County's ability to enter into an Agreement resulting from this RFP. This condition is discussed in Section B below.

# B. NOTICE REGARDING RIGHT OF FIRST REFUSAL

All parties are hereby advised that under the terms of the County's current FBO lease at the Airport with Modern Aviation Sacramento Executive LLC (Modern Aviation) expiring June 30, 2026, Modern Aviation may exercise a right of first refusal (ROFR) if the County re-lets the FBO premises at the Airport following the expiration of Modern Aviation's FBO lease. Modern Aviation will thus have the right to accept or reject the terms contained in the Successful Proposal following the County's evaluation and selection of such pursuant to this RFP. If the terms in the Successful Proposal are rejected by Modern Aviation, the County may proceed with negotiating the Agreement with the successful Respondent. Submittal of a Proposal shall constitute conclusive evidence that Respondent understands and accepts the

existence of the ROFR with respect to any agreements awarded pursuant to this RFP.

#### C. HOW TO OBTAIN A COPY OF THIS RFP & RELATED DOCUMENTS

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

Sacramento County Department of Airports Website:

http://www.sacramento.aero/scas/opportunities/bids\_and\_requests

OpenGov Website:

Procurement Portal

#### D. AIRPORT INFORMATION

SAC is a general aviation airport operated by the Department. The Airport provides a wide array of facilities and services including an FAA contract tower, instrument approaches, two paved and lighted runways, and tie-down and hangar space rentals. It is northern California's primary general aviation airport and a reliever for Sacramento International Airport (SMF). The Airport (IATA: SAC; ICAO: KSAC, FAA LID: SAC) had 97,885 aircraft operations in 2024.

Businesses based at the Airport offer aviation services including a full-service FBO, charters, aircraft sales, rentals and repairs, flight training, pilot supplies, and computer-based testing. There is also an on-site restaurant.

Located just 10 minutes from downtown Sacramento, the Airport is close to tourist attractions such as Old Sacramento, the State Capitol, Cal Expo State Fairgrounds, Sutter Health Park (the current home of the Major League Baseball (MLB) Athletics as well as the Sacramento River Cats, the Triple-A baseball affiliate for the MLB San Francisco Giants,) and the forthcoming Republic Stadium at the Railyards for the Sacramento Republic FC of the United Soccer League (USL). The Airport is close to three (3) public golf courses and major shopping areas.

FBO services are currently provided by Modern Aviation.

For more information, please visit: <a href="https://sacramento.aero/sac">https://sacramento.aero/sac</a>

#### E. AIRPORT FACILITIES

- Runway 2-20: 5,503' by 150', lighted; Runway 2 instrument approaches: Category I ILS, VOR, GPS, and NDB
- Runway 12-30: 3,836' by 100', lighted

- Airfield Elevation: 24' MSL
- Traffic Pattern Altitude: 1,024' MSL piston, 1,524' MSL turbine
- ATCT hours are currently weekday only
- Helipad: 60'x60' asphalt, 110K/160K lbs. single/double weight capacity
- Self-serve 100 LL Avgas, Jet A, tie-downs, hangar space, FBO and line services

#### F. AVIATION ACTIVITY REPORT

# Airport Fuel Data (Gallons Sold By Modern Aviation (July 1 – June 30)

	2020-21	2021-22	2022-23	2023-24	2024-25
TOTAL	421,543	486,846	500,859	556,646	560,772

### **Annual Aircraft Operations**

	2022	2023	2024
Air Carrier	0	0	0
Air Taxi	4,039	1,616	1,127
General Aviation	69,966	96,384	96,572
Military	117	203	186
TOTAL	74,122	98,203	97,885

#### G. FBO SITE DESCRIPTION

The FBO site at the Airport consists of approximately 7.32 acres that includes a paved apron, a 100 LL Avgas self-serve island, and five (5) aviation related buildings for terminal, hangar, and office facilities. These include Building Nos. 10301, 10303, 10306, 10307, and 10350. Refer to Attachment 1 for a layout of the FBO site. The successful Respondent will be required to lease fuel farm related facilities and/or property in addition to the FBO site, as discussed in the "Anticipated Terms and Conditions" in Section I.

#### H. MINIMUM FBO SERVICES REQUIRED

The successful Respondent will be required to operate and maintain an FBO at the Airport that, at a minimum, provides <u>all</u> of the following:

- aviation fuel, oil, and other petroleum products
- aircraft services at the Airport pursuant to all applicable requirements related thereto
- radio services

- maintenance and repair services for general aviation aircraft, aircraft engines, electronic communication, and parts
- storage and hangar space for corporate and general aviation aircraft on the leased premises
- sales and distribution (e.g., aircraft, avionics, aircraft instruments, etc.)
- adequate inventory of parts and supplies to conduct the maintenance, repair, and servicing of general aviation aircraft
- aircraft flight and ground instruction
- aircraft rental
- aircraft arrival guidance, aircraft parking, and tiedown services
- twenty-four (24) hour emergency service to disabled general aviation aircraft on the Airport, including towing or transporting disabled aircraft to the FBO at the request of or with the approval of the Department

#### I. ANTICIPATED TERMS AND CONDITIONS

The County anticipates that the new Agreement will contain the following essential terms, which shall specifically be addressed in the Proposal:

- 1. Rent will be based upon the appraised fair market value (FMV) of the FBO site and improvements, subject to annual escalation of three percent (3%). The initial rental rates are outlined in Attachment 2.
- 2. The proposed lease term shall not exceed twenty (20) years.
- 3. The FBO will be required to provide fuel services for the Airport through either: (a) operation and management of the County's current fuel storage facility shown on Attachment 3; or (b) construction of a new fuel farm on vacant airport land, where indicated on Attachment 4.
- 4. The minimum capital investment shall be two million five hundred thousand dollars (\$2.5 million).
- 5. All premises and buildings shall be accepted as-is.
- 6. The FBO will be responsible for all facility maintenance and repairs, and all costs of operations.
- 7. The FBO will be required to provide all minimum FBO services, as discussed in Section H.
- 8. The FBO must obtain a commercial fueling permit from the Department to conduct aircraft fueling at the Airport.
- 9. Optional activities under the Agreement, which should be addressed in

the Proposal if desired to be conducted by Respondent, include the option to:

- (a) demolish and replace County hangar buildings 10304 and 10305 with new hangar construction (refer to Attachment 5 for location);
- (b) assume operation and management of the County's Thangars and shade hangars; and
- (c) assume responsibility for the regular collection and passthrough to the County of aircraft parking fees for the public ramp at the Airport terminal plus occasional collection of large general aviation aircraft landing fees.

#### J. INFORMATIONAL SESSION & SITE TOUR

To ensure that Respondents are fully informed on the requirements, expectations, and conditions related to this RFP, the Department will host the following events:

 Mandatory Informational Session (Virtual): The Department will host a virtual Mandatory Informational Session to review the RFP and answer questions that prospective Respondents may have. Unrelated or unaffiliated third parties may not attend on a prospective Respondent's behalf. Refer to the Solicitation Schedule in Section L for the date and time.

The Department will keep a record of all attendees, which will be posted on the County's website identified in Section C.

Failure to attend the Mandatory Informational Session will disqualify Respondents from consideration.

The meeting will:

- Provide general information regarding RFP goals and specific RFP details and timelines.
- Provide an overview of the OpenGov procurement system utilized by this RFP, site location, and usage guidelines.
- Provide information on how to submit formal requests for information and clarification regarding this RFP and its attachments.
- Provide an opportunity to ask general questions.
- Optional Site Visit (In-Person): Because the FBO site is not fully open to the public, the Department will host an Optional Site Visit at the

date and time set forth in the Solicitation Schedule in Section L.

Prospective Respondents planning to attend the Mandatory Informational Session and/or the Optional Site Visit are required to RSVP on or before 5pm PDT on August 15, 2025, via email to Elizabeth Campopiano (campopianoe@saccounty.gov). Include each attendee's name, the organization or firm being represented, email address, and phone number. Site visit attendees will be <u>limited to two (2)</u> per Respondent.

#### K. DESIRED SERVICE CAPABILITIES

The County seeks a qualified Respondent that can provide the services required herein for an FBO at the Airport. Additional Specialized Aviation Service Operation (SASO) activities may be provided with the prior written consent of the Department's Director of Airports (Director). The FBO may fulfill the mandatory FBO requirements through sublease to a SASO, provided that the sublease is approved in advance by the Director in writing. SASOs must meet all applicable requirements for the sublease operation.

The Department's evaluation committee will consider the following capabilities in selecting the Successful Proposal:

- Demonstrated ability to work with local governments and the County to actively promote aviation at the Airport
- Ability to comply with the requirements applicable to an FBO including those set forth in this RFP, the Airport Rules and Regulations, and minimum insurance limits recommended by County's Risk Management as set forth in Attachment 6
- Demonstrated experience in procurement and negotiation with established vendors supplying fuel products and aircraft parts through the aviation supply chain
- Demonstrated success in providing aeronautical services to an active airport, which at a minimum is comparable in size, services, and activity levels to Airport
- Experience developing additional revenue sources for an FBO and an airport
- · Competitive fuel, and service, pricing policies
- Demonstrated success in the management of a commercial aircraft fueling farm

#### L. SOLICITATION SCHEDULE

ACTIVITY	DATE	
RFP Issue Date	August 4, 2025	
<b>Mandatory</b> Informational Session (Virtual)	August 19, 2025, 1 pm PDT	
Optional Site Visit	August 21, 2025, 10 am PDT	
Deadline to Submit Questions	August 27, 2025 @ 5 pm PDT	
Addendum Posted - Responses to Questions	September 4, 2025	
Proposal Due Date	September 12, 2025 @ 2 pm PDT	
Interviews (If Necessary)	October 2-3, 2025	
Identify Successful Proposal	October 9, 2025	
Effective Agreement Date	July 1, 2026	

The Department reserves the right to modify, at its sole and absolute discretion, this schedule and any specific deadlines, including the service start date. Any such modification(s) shall be set forth in an addendum to this RFP.

# M. SUBMISSION REQUIREMENTS AND FORMAT

All Proposals are required to follow the prescribed format as detailed below, and must be submitted digitally at:

# OpenGov Website:

**Procurement Portal** 

Complete submissions must be received prior to the Proposal Due Date set forth in the Solicitation Schedule in Section L.

Late responses will **NOT** be considered.

By submitting a Proposal, the Respondent certifies that the response submitted has not been made or prepared in collusion with any other Respondent(s) and the prices, terms, or conditions thereof have not been communicated by or on behalf of the Respondent to any other Respondent(s) prior to the official opening of Proposals. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to the making of false statements.

Each Proposal should include a thorough description of the Respondent's ability to perform the product or services requested. Emphasis in Proposals should be on completeness and clarity of content.

Sales and marketing material beyond the scope of this RFP will not be used to determine the Successful Proposal and is not desired.

The County is not liable for any costs incurred by any prospective Respondent at any time, including any costs incurred in addressing this RFP.

Proposals may be withdrawn by written request <u>only</u> if the request is received on or before the Proposal Due Date and time provided for in Section L, as may be modified by County via addendum(s). Written requests must be sent to Elizabeth Campopiano at:

### campopianoe@saccounty.gov

Proposals not meeting the following format/criteria may be deemed non-responsive.

At a minimum, each Proposal must contain:

# Executive Summary - 3 page maximum

Summarize the Respondent's strong points and how experience, particularly with FBO business development and operations, will benefit the Airport.

# Business Organization - 2 page maximum

- State the full name and address of the organization or firm and, if applicable, the branch office or other subordinate elements that will provide or assist in providing the resources for the FBO. Include phone number(s), email address(s) and Respondent's website address.
- List the names of all principals and/or holding companies and include a short biography for all principals and financial backers.
- Include a short resume of the manager of the business (if different from above), including the person's experience and background in managing businesses of a similar nature.
- If any services required of an FBO will be provided by a sublessee (such as an SASO), please provide all the requested Business Organization information for each entity individually. (Not included in page limit.)

# Operation Details - 40 page maximum

Detail the following elements of your operation:

- A business/marketing plan for proposed FBO services
- A detailed operational and concept plan for provision of FBO services on the Airport
- A listing of all aeronautical products, facilities, and services to be offered, and any associated equipment and/or special tooling to be provided
- Periods (days and hours) of proposed operation
- Pricing policy and typical prices, especially fuel pricing
- A plan and schedule of capital acquisitions and improvements
- Pro forma operating statements for the first five (5) years of operations
- Location, type, and other information on additional operations that the Respondent may deem significant or as otherwise may be required elsewhere in this RFP

# > Financial Details - unlimited pages

Provide the following financial documentation:

- Copies of the Respondent's past two (2) fiscal years' financial statements prepared in accordance with generally accepted accounting principles by an independent CPA and certified by an authorized representative. At a minimum, these will include:
  - Balance sheet
  - Statement of changes in financial position
  - Income statement
  - All footnotes relative to the above statements
  - Amount of unencumbered capital assets
- Provide a current credit report (from a major credit reporting agency) for each entity owning or having a financial interest in the business and a credit report on the business itself covering all the geographical areas in which it has done business in the previous ten (10) years.

If a proposer is a newly formed entity, indicate the amount and source of capitalization.

If the Proposal is being made by a subsidiary of a parent company or corporation, such subsidiary may submit the required financial information for the parent company, provided such parent company is bound jointly with the subsidiary in the Proposal and, if the subsidiary is awarded an FBO Agreement, the parent company must acknowledge its joint obligations with its subsidiary and the Proposal must be accompanied by a certified copy of a resolution by the Board of Directors of the parent company authorizing such joint obligations.

The above Financial Details must also be submitted for each SASO performing services on behalf of the FBO to meet any minimum requirements specified herein. Respondents should ensure that all such information is appropriately delineated such that the County can evaluate each SASO separately and apart from the Respondent.

# Project Staffing - 1 page maximum

- Provide an organizational chart with the staff you are committing to the project if selected.
- Show lines of authority and communication and provide resumes or profiles of key management and other personnel intended for the proposed FBO. (Not included in page limit.)

# References - 3 page maximum

Provide a minimum of four (4) relevant business references with direct experience with your organization or firm within the last five (5) years and can be contacted to verify your qualifications. Please include:

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

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

Unless otherwise specifically provided for herein, all Proposals and supplementary material will become the property of the County upon receipt, and no materials will be returned to Respondents.

#### N. SELECTION CRITERIA

Evaluation by the Department's evaluation committee will include a specific focused review of each Proposal, which will be evaluated against other Proposals received. Proposals will be evaluated based on the factors listed below, which are not listed in any order of importance:

Proposed Plan. Strength and quality of the overall plan for provision of FBO services, including considerations related to operational, business, marketing and concept, quality and range of aeronautical related products, and the facilities and services proposed to be offered on the Airport.

Relevant Experience. Experience and qualifications of management and other key personnel, business references (at least four), and successful experience with the development and operation of FBOs, including but not limited to at comparable airports.

Capital Improvements. Quality and value to the Airport and Airport users of improvements proposed for construction, and capacity to develop, renovate, and/or restore Airport property as proposed.

Financial Value. Financial value to County and Airport.

History and Experience. Experience of Respondent performing the services detailed within this RFP and the Proposal, including operation and management of commercial aviation fueling farms.

Other Factors. Other factor(s) or information reasonably determined to be useful to the County's decision in determining the best interest of the County and the Airport as identified by evaluators.

Each Proposal will be primarily evaluated based on whether it complies with the requirements of this RFP and in consideration of the best interests of the County and the Airport, in County's sole and absolute discretion.

#### O. QUESTIONS

Following the virtual Mandatory Informational Session, the Department will receive and respond to questions or comments relating to provisions of the RFP and its attachments that are submitted in writing and received by the Department on or before the Deadline to Submit Questions specified in Section L. All questions must be submitted on the OpenGov RFP website for formal review and response. Oral questions, either in person or via recorded voicemail message, will not be accepted.

Interested parties are hereby notified of the following:

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

Sacramento County Department of Airports Website: <a href="http://www.sacramento.aero/scas/opportunities/bids\_and\_requests">http://www.sacramento.aero/scas/opportunities/bids\_and\_requests</a> OpenGov Website: Procurement Portal

- Interested parties are encouraged to regularly check the Department's website for possible updates to this RFP.
- Contact with or lobbying of any County representative other than Elizabeth Campopiano regarding this solicitation prior to the notice that the Respondent is or is not recommended for award is cause for disqualification.

#### P. STATUS UPDATES/NOTIFICATION OF SUCCESSFUL PROPOSAL

The Department reserves the right to request additional information it may deem necessary after the Proposals are received.

As part of the evaluation process, a Respondent may be requested to make an oral in-person presentation to the Department's evaluation committee at Respondent's sole expense. Key staff to be assigned to the provision of services under this RFP must participate in this presentation unless otherwise waived by the County. The presentation may be followed by a question-and-answer session.

The County reserves the right to, at its own discretion, waive irregularities of this RFP and/or RFP process.

The County reserves the further right to, at its sole discretion: 1) recommend the Successful Proposal deemed most advantageous to the County; and 2) reject any or all submissions resulting from this RFP.

Final notifications on the selection outcome of this RFP will be posted on the County websites identified in Section C. It is the Respondent's responsibility

to monitor the websites for status updates.

#### Q. CONDITIONS

#### 1. GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS

The Respondent shall, at all times during the term of the agreement, comply with the provisions of the "Federal Aviation Administration (FAA) General Contract Provisions for Solicitations" (FAA Solicitation Provisions) and any subsequent revisions, updates, or amendments thereto. The most current version of the FAA Solicitation Provisions is included as Attachment 7 of this RFP.

#### 2. 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 you are currently certified as a DBE, please include a copy of your DBE certification letter along with your proposal. This information will be used for DBE utilization tracking purposes only. If you are a business owned and controlled by one or more socially and economically disadvantaged individuals and you are 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

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

#### 4. TAXATION

The Selected Respondent 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.

#### 5. NO CONFIDENTIAL OR PROPRIETARY INFORMATION

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

#### R. ADDITIONAL CONDITIONS AND LIMITATIONS

Respondents are hereby reminded that Modern Aviation has a ROFR as described in Section B above.

The County will not consider any Proposal that proposes to use or includes off airport or "through the fence" property or property that is not identified in this RFP.

The County will not consider any Proposal that does not meet any minimum requirements set forth in this RFP or the Airport Rules and Regulations.

The final determination of an award of the Agreement will be made by County's Board of Supervisors.

The County may, at its election, negotiate for the modification of any selected Proposal; however, no negotiations will be conducted to achieve required minimum services or minimum required Proposal elements for which a Proposal is deficient.

By submission of its Proposal, Respondent agrees to be strictly bound thereby.

All material submitted with or as part of a Proposal become the property of the County and will not be returned unless specifically provided for elsewhere in this RFP.

No FBO Agreement will be implied from the submission of any Proposal and no obligation arising out of the Proposals submitted hereunder (including any negotiations that follow) shall be binding upon the County, its officers, employees, consultants, or agents unless and until duly executed by all parties and in accordance with the laws of the State of California.

The County reserves the right to, at its sole discretion:

- select one or more Respondents with whom the County may pursue negotiations pursuant to this RFP
- negotiate the best terms for the County and the Airport including but not limited to as a result of the Successful Proposal
- reject any and/or all Proposals received pursuant to this RFP for whatever reason is deemed necessary or for no specified reason
- amend or otherwise modify this RFP prior to the Proposal Due Date and/or to cancel this RFP with or without the substitution of another RFP
- request more detailed qualification statements and/or references to conduct investigations with respect to the qualifications and/or reputations claimed by Respondent
- not proceed with the evaluation process as provided for in this RFP
- require additional information to clarify or supplement Proposals
- expressly waive for any submitted Proposal any non-compliance with non-substantive requirements of this RFP
- negotiate to address unacceptable provisions incorporated in an otherwise acceptable Proposal
- reject any and/or all Proposals received that include or contemplate the use of off airport or "through the fence" property as part of business or operating plans
- negotiate the Agreement with providers outside this RFP, even if such providers did not participate in the RFP process

The Respondent shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules, and regulations at all times during the completion of any agreement with the County.

The terms of this RFP shall be interpreted, construed, and enforced pursuant to the laws of the State of California. The County and Proposers irrevocably consent to the jurisdiction of the federal and state courts presiding in California.

All titles, headings, and formatting of this RFP are for convenience only. They do not define or limit the scope or intent of any provisions of this RFP and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

#### S. RELEASE OF PUBLIC INFORMATION

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

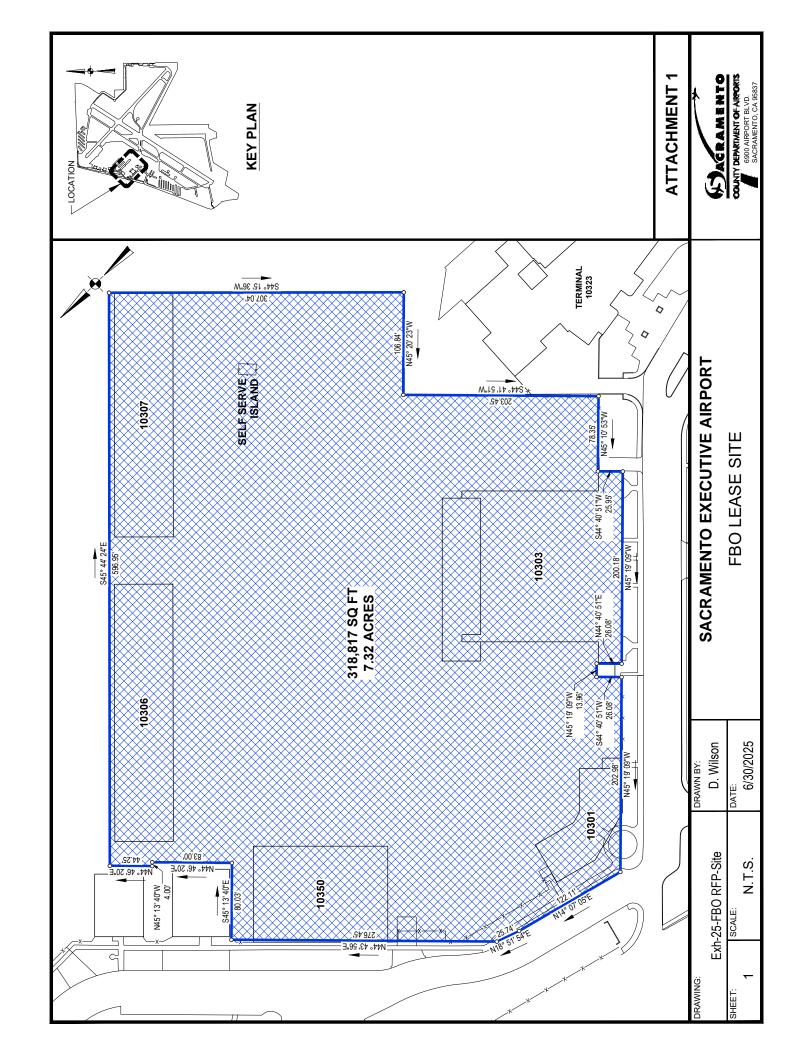
If a Respondent believes protected data is included in its Proposal, the Proposer shall clearly identify the data and provide the legal basis in support of the asserted classification. Respondent must present such information separately as part of its Proposal or type in bold red letters the term "CONFIDENTIAL"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

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

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

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

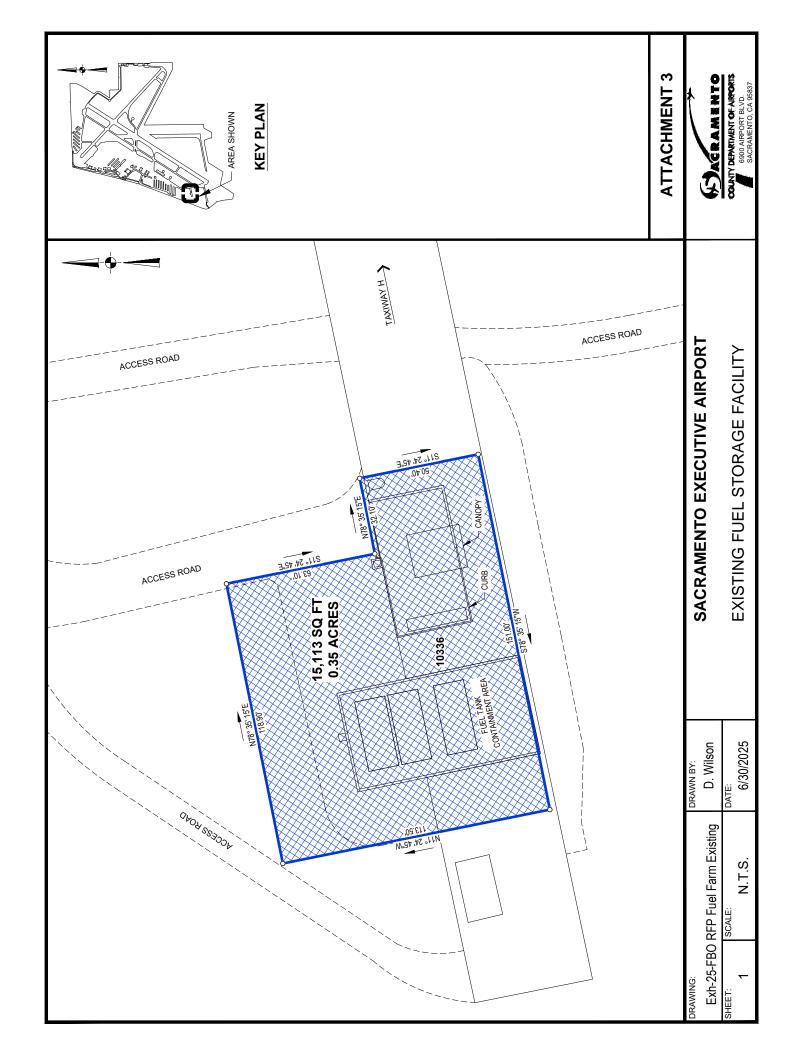
proposal. The Respondent agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the California Public Records Act, including legal fees and disbursements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

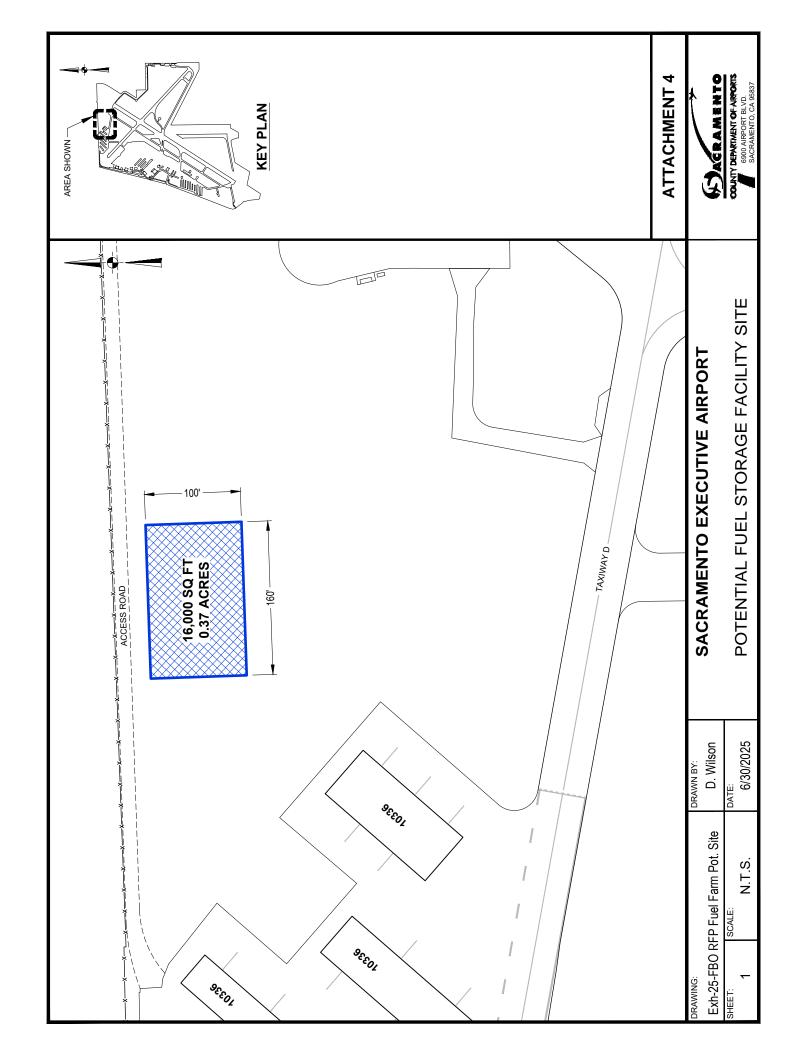


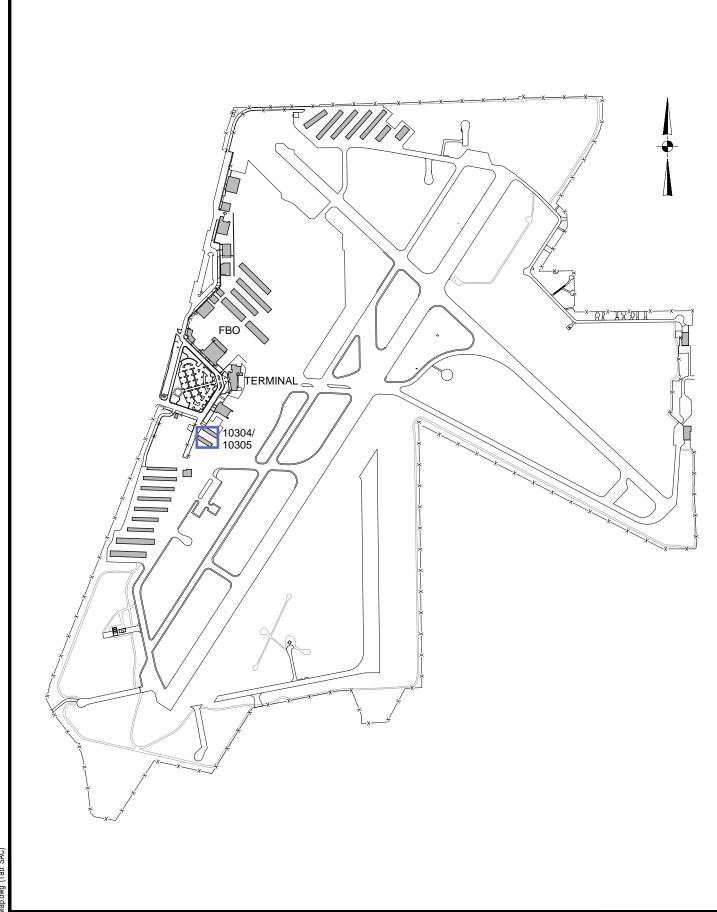
# RFP - FIXED BASE OPERATOR SACRAMENTO EXECUTIVE AIRPORT INITIAL RENTAL RATES

# - PENDING -

(The appraisal is in process and this attachment will be updated via addendum. Thanks)







Updated: 7/1/2025 - Printed: 7/1/2025 11:42:27 AM By: Wilson. Don File: V:\Facility\Vioinity-Map.dwg (Tab: SAC)

 Vicinity-Map
 D. Wilson

 HEET:
 SCALE:

 DATE:
 7/1/2025

SACRAMENTO EXECUTIVE AIRPORT ATTACHMENT 5



# RFP - FIXED BASE OPERATOR SACRAMENTO EXECUTIVE AIRPORT MINIMUM LIMITS OF INSURANCE

The FBO shall maintain limits no less than:

1. Aviation Commercial General Liability and/or Airport Liability shall be on an Occurrence basis (as opposed to Claims Made basis.)

Minimum limits and structure shall be:

 General Aggregate:
 \$ 25,000,000

 Products Comp/Op Aggregate:
 \$ 25,000,000

 Personal & Adv. Injury:
 \$ 5,000,000

 Each Occurrence:
 \$ 25,000,000

 Fire Damage:
 \$ 100,000

# 2. Automobile Liability:

- a. Commercial Automobile Liability \$5,000,000 Combined Single Limit (CSL) for Corporate/business owned vehicles not directly used in fueling, including non-owned and hired, when operated airside; \$1,000,000 CSL landside.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- c. Commercial Automobile Liability (for Fueling Operations) \$25,000,000 CSL for Corporate/business owned vehicles, including non-owned and hired, while used in fueling operations including delivery.
- 3. Workers' Compensation: Statutory
- 4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 5. Aircraft Liability: \$5,000,000 CSL per occurrence for bodily injury and property damage for all aircraft operated by or on behalf of the FBO, if applicable, whether owned, non-owned, or hired.

- 6. Professional Liability or Errors and Omissions Liability: \$3,000,000 per claim and aggregate.
- 7. Environmental Impairment/Pollution Liability: \$5,000,000 per each pollution condition and \$5,000,000 aggregate. Aggregate limit shall be endorsed to apply on a per location basis.
- 8. Hangarkeepers Liability: \$5,000,000 or limit adequate to replace non-owned aircraft in care, custody, and control.
- 9. Builders Risk coverage for new construction with coverage written on a Completed Value Non-Reporting, Contractors installation/Builders Risk Form (for total price of construction); property shall be covered against all risks of physical loss or damage including:
  - a. Earthquake, flood, theft, and collapse.
  - b. Loss that ensues from design error, defective materials, or faulty workmanship.
  - c. Mechanical breakdown or electrical damage including testing, if mechanical or electrical apparatus are to be installed by FBO's Contractor.

The property covered shall include work, materials, equipment, and other items to be incorporated into buildings or structures, while the same are located at the construction site, stored offsite, while in transit or at the place of manufacture. Coverage may be provided by FBO or FBO's Contractor.

10. Property / Boiler & Machinery (Direct Damage): Replacement cost of buildings, contents, non-structural improvements and personal property located on the leasehold. Coverage shall specifically waive the application of a co-insurance penalty.

Note: Additional Insured Status Endorsement Will Be Required

#### FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS

# NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY [applies to projects exceeding \$10,000]

- 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 no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### DAVIS-BACON REQUIREMENTS

[Required for contracts and subcontracts equal to or exceeding \$2,000]

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 OFFEROR/BIDDER REGARDING DEBARMENT [Required for contracts and subcontracts equal to or exceeding \$25,000]

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 –

- 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
- 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 [Applies to contracts exceeding \$10,000]

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 <a href="https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products">www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products</a>.

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.