

## **ATTACHMENT 1**

### **AGREEMENT FOR AIRLINE DATA SERVICES AT SACRAMENTO County DEPARTMENT OF AIRPORTS**

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

#### **RECITALS**

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

**WHEREAS**, the Department desires to obtain the services of a Contractor for airline data services at SMF, MHR, and SAC; and

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

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

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

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

**WHEREAS**, County and Contractor desire to enter into this Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, County and Contractor agree as follows:

**I. SCOPE OF SERVICES**

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

**II. TERM**

- A. This Agreement shall be effective and commence as of November 1, 2025, and shall end on June 30, 2029 (Initial Term).
- B. The Initial Term may be extended by the Director for two (2) additional one-year (1-year) options, for a possible total term of approximately six (6) years, by providing Contractor with written notice of such election sixty (60) days prior to the expiration of the then existing Term. Any extensions to the term must be mutually agreed to by the parties and memorialized in a formal amendment.

**III. NOTICE**

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

TO County

TO CONTRACTOR

Director of Airports  
Sacramento County  
Department of Airports  
6900 Airport Boulevard  
Sacramento, CA 95837  
[air-market@sacCounty.net](mailto:air-market@sacCounty.net)

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

**IV. COMPLIANCE WITH LAWS**

- A. Contractor shall observe and comply with all applicable federal, State, and County laws, regulations and ordinances.
- B. Contractor shall, at all times during the term of this Agreement, comply with the provisions of the Federal Aviation Administration (FAA) Airport Sponsor Assurances (Assurances) and any subsequent revisions, updates, or amendments thereto. The provisions of the

Assurances may change during the term of this Agreement, and those changes will be incorporated into this Agreement without the necessity of a formal amendment. County is not responsible for notifying Contractor of any changes to the Assurances. Contractor is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website and is incorporated into this Agreement by this reference.

[https://www.faa.gov/airports/aip/grant\\_assurances](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. GOVERNING LAWS AND JURISDICTION**

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

**VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING**

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

**VII. PERFORMANCE STANDARDS**

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

**VIII. OWNERSHIP OF WORK PRODUCT**

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

**IX. STATUS OF CONTRACTOR**

**OPTION 1**

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

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

requirements of law, shall be determined by Contractor, and the County shall have no right or authority over such persons or the terms of such employment.

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

## **OPTION 2**

### ***Use for all other Service Providers***

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

hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor, and the County shall have no right or authority over such persons or the terms of such employment.

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

### **OPTION 3 FOR OUT OF STATE CONTRACTORS**

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

**X. CONTRACTOR IDENTIFICATION**

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

**XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. Contractor's failure to comply with State and federal child, family and spousal support reporting requirements regarding a Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Agreement.
- C. If Contractor has a Principal Owner, Contractor shall provide Principal Owner information to the County upon request. Principal Owner is defined for purposes of this Agreement as a person who owns an interest of twenty-five percent (25%) or more in the Contractor. Information required may include the Principal Owner's name, address, and social security number. Failure to provide requested information about a Principal Owner within sixty (60) days of request shall be deemed a material breach of this Agreement and may be grounds for termination.

**XII. BENEFITS WAIVER**

If Contractor is unincorporated, Contractor acknowledges and agrees that Contractor is not entitled to receive the following benefits and/or compensation from County: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System (SCERS) and/or any and all memoranda of understanding between County and its employee organizations. Should Contractor or any employee or agent of Contractor seek to obtain such benefits from County,

Contractor agrees to indemnify and hold harmless County from any and all claims that may be made against County for such benefits.

**XIII. RETIREMENT BENEFITS/STATUS**

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

**XIV. CONFLICT OF INTEREST**

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

**XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

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

**XVI. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. Contractor agrees and assures County that Contractor and any subcontractors shall comply with all applicable federal, State, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group



identification, sex, sexual orientation, gender, gender identity, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

- B. Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement.

## **XVII. INDEMNIFICATION**

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

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

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

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

**XVIII. INSURANCE**

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

**XIX. INFORMATION TECHNOLOGY ASSURANCES**

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

**XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by County in accordance with express provisions in this Agreement.
- B. Contractor shall submit an invoice on the forms and in accordance with the procedures prescribed by County on a monthly basis. Invoices shall be submitted to County no later than the fifteenth (15th) day of the month following the invoice period, and County shall pay Contractor within thirty (30) days after receipt of an appropriate and correct invoice.
- C. County operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by

County unless Contractor has obtained prior written County approval to the contrary.

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

**XXI. LEGAL TRAINING INFORMATION**

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

**XXII. SUBCONTRACTS ASSIGNMENT**

- A. Contractor shall obtain prior written approval from County before subcontracting any of the services delivered under this Agreement. Contractor remains legally responsible for the performance of all Agreement terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not.
- B. This Agreement is not assignable by Contractor in whole or in part, without the prior written consent of County.

**XXIII. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by Director and counsel for County.

This Agreement may be amended to increase the maximum payment amount; provided, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$25,000.

**XXIV. SUCCESSORS**

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

**XXV. TIME**

Time is of the essence of this Agreement.

**XXVI. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

**XXVII. DIRECTOR**

As used in this Agreement, "Director" shall mean the Director of the Department of Airports, or their designee. Director shall administer this Agreement on behalf of the County, and has authority to make administrative amendments to this Agreement on behalf of the County relating to scope of services; pricing; performance standards, milestones, schedules, and timelines; management practices; and similar matters so long as such amendments do not affect the total maximum payment amount (including adjustments authorized under Sacramento County Code section 2.61.440) set forth in Exhibit C. Unless otherwise provided herein or required by applicable law, Director shall be vested with all the rights, powers, and duties of County herein. With respect to matters herein subject to the approval, satisfaction, or discretion of County or Director, the decision of the Director in such matters shall be final.

**XXVIII. 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.

**XXIX. TERMINATION**

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

prior to notice of termination. In the event of termination under paragraph A or C above, Contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of Contractor covered by this Agreement, less payments of compensation previously made. In no event, however, shall County pay Contractor an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

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

**XXX. REPORTS**

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

**XXXI. AUDITS AND RECORDS**

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

Contractor has provided access to Contractor's financial and program records related to this Agreement.

**XXXII. 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.

**XXXIII. 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.

**XXXIV. 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).

**XXXV. 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.

**XXXVI. 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.

**XXXVII. 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.

**XXXVIII. FAA ASSURANCES**

Contractor will, at all times during this Agreement, comply with the provision of the Airport Sponsor Assurances (Assurances) and any subsequent revisions, updates, or amendments thereto. A copy of the current Assurances is attached as Exhibit D and incorporated herein by this reference. The provisions of the Assurances may change during the term of this Agreement, and those changes will be incorporated into this Agreement without the necessity of a formal amendment. County is not responsible for notifying Contractor of any changes to the Assurances. Contractor is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website. [Please see [www.faa.gov/airports/aip/grant\\_assurances](http://www.faa.gov/airports/aip/grant_assurances)]

**XXXIX. FAA CONTRACT PROVISIONS**

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



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

**County OF SACRAMENTO, a type of political subdivision of the State of California**

**[Contractor NAME], [Contractor Info]**

By: \_\_\_\_\_  
Cynthia A. Nichol  
Director of Airports

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**REVIEWED AND APPROVED:**

By: \_\_\_\_\_  
Katrina G. Nelson  
Supervising Deputy County Counsel

Date: \_\_\_\_\_

**Attachments:**

- Exhibit A – Scope of Services
- Exhibit B – Insurance Requirements for Contractors
- Exhibit C – Budget Requirements
- Exhibit D – FAA Contract Provisions

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

**SCOPE OF SERVICES**

**I. SERVICE LOCATIONS**

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

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

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

**II. DESCRIPTION OF SERVICES**

Contractor shall provide County with data, tools and information on airline scheduling data, origination and destination passenger demand data, and airline carrier statistics and operational data at Sacramento International Airport, Mather Airport, and Sacramento Executive Airport:

Contractor is to provide the Department with unrestricted access to the following data, tools, and information on an ongoing basis under the Agreement:

- A. Worldwide airline schedule data.
- B. U.S. Department of Transportation (DOT) Origin and Destination (O&D) Data (DB1B).
- C. The "Certification To Protect Restricted-Release Aviation Economic Information" promulgated by DOT's Bureau of Transportation Statistics, which the Department must complete on County's behalf.
- D. U.S. DOT Onboard Data (T-100).
- E. TSA Throughput data (local and national).

- F. U.S. DOT Form 41 Data.
- G. Domestic and international market size data, based on ticket settlement data from Contractor partners, the Airlines Reporting Corporation and the International Air Transportation Association.
- H. Miscellaneous Tools:
  - 1. Airline performance tool – information provided may include, and is not limited to, Airport Activity; O&D: PDEW, Avg Fare, Yield, Load Factors; T100: TSA Throughput.
  - 2. Demographics map tool.
- I. Reference data:
  - 1. Airline equipment types and seat counts.
  - 2. Airport codes, names, and locations.
  - 3. Great circle route distance calculator.
  - 4. Airport passenger leakage data.

### **III. RESPONSIBILITIES OF County AND Contractor FOR SCOPE**

- A. County, or its authorized representatives, shall review all documents submitted by Contractor and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of Contractor. County shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the Contractor's services and of the project.
- B. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its subconsultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work. Contractor shall coordinate the activities of any subconsultants.
- C. Contractor shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety and the applicable COVID-19 guidance from the

Centers for Disease Control and Prevention (CDC) including staff education, staff training, routine cleaning of staff and public space, on-site washing facilities, and to the extent applicable Personal Protective Equipment (PPE) donning and maintenance. Contractor shall submit a plan for compliance with these standards to the County. This safety plan and/or narrative description shall describe the education, training, routine cleaning, on-site washing facilities and the PPE to be used or provided by the Contractor. Compliance with these standards is not a reimbursable expense pursuant to this Agreement.

**IV. AUTHORITY OF CONTRACTOR IN PERFORMING SCOPE OF WORK**

Contractor is retained to provide and perform the scope of services covered by this Agreement. Contractor including Contractor's assigned personnel, shall have no authority to represent County or County staff at any meetings of public or private agencies unless an appropriate County official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. Contractor shall possess no authority or right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligations whatsoever. County is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

**V. PUBLICATION OF DOCUMENTS AND DATA**

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

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

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

**I. INSURANCE**

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

**II. VERIFICATION OF COVERAGE**

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

**III. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

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

#### IV. **MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

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

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

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

\$100,000 property damage.

- C. WORKERS' COMPENSATION: Statutory.
- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
- E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate.

**V. DEDUCTIBLES AND SELF-INSURED RETENTION**

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

**VI. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

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

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

**VII. OTHER INSURANCE PROVISIONS**

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

- A. All Policies:
  - 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.
  - 2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall

maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

3. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

**VIII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

- A. ADDITIONAL INSURED STATUS: The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor products and completed operations of the Contractor premises owned, occupied or used by the Contractor or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers.
- B. PRIMARY INSURANCE: For any claims related to this Agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. SEVERABILITY OF INTEREST: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. SUBCONTRACTORS: Contractor shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by Contractor's subcontractor.

**IX. WORKERS' COMPENSATION**

Workers' Compensation Waiver of Subrogation: The workers'



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

**X. NOTIFICATION OF CLAIM**

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

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

**BUDGET REQUIREMENTS**

**I. MAXIMUM PAYMENT TO CONTRACTOR**

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

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

**II. WORK NOT IN SCOPE OF SERVICES**

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

**III. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION**

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

**IV. SUBMISSION OF INVOICES**

Contractor shall e-mail invoices to Airport Accounting at [air-invoice@sacCounty.gov](mailto:air-invoice@sacCounty.gov).

**V. PAYMENTS**

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

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

**FAA CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES  
CONTRACTS**

**I. GENERAL CIVIL RIGHTS PROVISIONS**

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

**II. TITLE VI SOLICITATION NOTICE**

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

**III. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:**

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

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

Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

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

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

#### **IV. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**V. FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The [Contractor | Contractor] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Contractor] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**VI. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

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

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

**Timetables**

Goals for minority participation for each trade: 16.1%

Goals for female participation in each trade: 6.9%

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

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

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



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

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

## **BUY AMERICAN PREFERENCE**

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

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

## **TITLE VI SOLICITATION NOTICE**

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

## **DAVIS-BACON REQUIREMENTS**

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

## **CERTIFICATION OF BIDDER REGARDING DEBARMENT**

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

## **DISADVANTAGED BUSINESS ENTERPRISE**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

## **TRADE RESTRICTION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

## **CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

## **PROCUREMENT OF RECOVERED MATERIALS**

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

1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

2) The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

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

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

### **ATTACHMENT 3**

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

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

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

CONTRACTOR hereby certifies that either:

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

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

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

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

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**CONTRACTOR NAME**

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**DATE**

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**PRINTED NAME OF PERSON AUTHORIZED TO SIGN**

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**SIGNATURE**

## ATTACHMENT 4

### CONTRACTOR IDENTIFICATION FORM

☐ Contractor is exempt.

If not exempt, **CONTRACTOR TO COMPLETE:**

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