



DEPARTMENT OF AIRPORTS

REQUEST FOR PROPOSALS

CUSTODIAL SERVICES

Mandatory Pre-Proposal Conference:

February 5, 2021
9:00 - 10:30 a.m. PACIFIC STANDARD TIME

Proposals due by:

Friday, March 5, 2021
2:00 p.m. Pacific Standard Time

January 22, 2021

TO: Prospective Custodial Services Providers

FROM: Sherrie Antonio, Administrative Services Officer I,
Sacramento County Department of Airports

SUBJECT: **Request for Proposals, Sacramento County Department
of Airports
Custodial Services**

I. SUMMARY AND BACKGROUND

The County of Sacramento (COUNTY), Department of Airports (Department) is seeking a qualified Contractor (CONTRACTOR) to provide broad Custodial Services at the Sacramento International Airport.

- A. CONTRACTOR shall provide adequate custodial staff, and supervision for each shift, 365 days a year.
- B. Terminal A, the Rental Car Facility and the Ancillary Buildings custodial services are provided by County staff between the hours of 7:00am – 3:00pm.
- C. If the Airport deems it necessary to add, change, reduce, or discontinue custodial services at any facility(s) for any length of time, the CONTRACTOR shall be notified in writing. The CONTRACTOR shall be prepared and able to provide expanded or reduced services as needed.
- D. Upon request by Director of Airports (Director), the CONTRACTOR will provide a written quote to any changes to the scope of services. Any changes to the scope of services that affects the designated space to be cleaned by CONTRACTOR may be approved by the Director in writing as long as it is within the approved total compensation. Additions to the scope of services which exceed the total compensation and delegated authority of Director must be approved by both Parties by executing an amendment to the agreement.

II. PROJECT PURPOSE AND DESCRIPTION

The County wishes to enter into an agreement with a qualified CONTRACTOR as outlined in the sample agreement provided as Attachment A to this RFP.

The purpose of the agreement that will be awarded as a result of this RFP is to create a partnership and structure that focuses on quality outcomes and accomplishes these objectives:

- A. Achieve the look and smell of a new clean building every day;
- B. Agreement for custodial services at competitive rates, which are in line with peer airports;
- C. A collaborative quality assurance program that measures the performance of the CONTRACTOR;
- D. A training program for CONTRACTOR'S staff to ensure staff can perform to the quality level necessary and that includes a safety program to maintain safe working conditions for CONTRACTOR'S workers, the traveling public, tenants, and Airport employees; and
- E. Deliver an excellent, seamless airport experience to the Airport's customers.

III. PROJECT SCOPE

CONTRACTOR shall engage in quarterly business reviews with the COUNTY to review and discuss performance and business issues as needed.

The COUNTY is seeking a CONTRACTOR who can render services in accordance with the following:

- Effective and efficient staffing
- Systemized, professional, and consistent processes
- Reliable and responsive services
- Health, safety, and environmental focus
- Positive customer experience
- Transparent pricing and billing
- Innovation

For purposes of this scope and the resulting agreement(s), "consumables" and "supplies" required for cleaning and restocking by COUNTY staff for COUNTY facilities as described herein shall include, but not be limited to:

- All cleaning supplies
- Disinfectants
- Paper towels
- Toilet paper
- Hand soap
- Seat cover paper products

For purposes of this scope and the resulting agreement(s), "equipment" required for the performance of work as described herein and supplied by CONTRACTOR shall include, but not be limited to:

- Cleaning rags
- Wet floor signage
- Barricades
- Cleaning equipment
- Mops, brooms

A. GENERAL REQUIREMENTS

1. All employees or agents of CONTRACTOR shall be fully trained and qualified to perform the specified tasks in a satisfactory manner.
2. The COUNTY assumes no responsibility whatsoever for loss or damage to equipment owned or operated by the CONTRACTOR, its agents, or employees.
3. The CONTRACTOR shall assign a service/support representative who will be responsible for managing services as specified herein, including escalation management as may be applicable.
4. CONTRACTOR employees shall submit to a background check. CONTRACTOR shall pay for all fees for background checks and badging. Certain CONTRACTOR employees may be barred from working based on the results of the background check or other conditions as required by the COUNTY. The COUNTY will not disclose the details regarding why a particular individual is barred.
5. Employee Appearance: CONTRACTOR'S employees shall wear uniforms that uniquely identify the employees as providing custodial services and that are approved by the COUNTY. Uniforms must consist of a collared shirt with CONTRACTOR'S logo, pants, closed-toe shoes that are industry standard for non-slip. If jackets or sweaters are worn, they must coordinate with the uniform and

bear clearly the CONTRACTOR'S identification. Employees shall be in an approved uniform that is clean, groomed and neat, and free from tears, holes, frayed edges, and body odor. Employees shall project a professional, neat, and clean appearance always.

6. The COUNTY reserves the right to request reassignment or removal of the CONTRACTOR'S employees.
7. CONTRACTOR'S staff is prohibited from using tobacco and vaping products in public areas. The use of illegal drugs, including marijuana and/or alcohol is prohibited on COUNTY premises.

B. CONSUMABLES AND SUPPLIES

1. Most consumables and supplies, including toilet paper, hand soap, paper towels, seat covers, cleaning supplies, etc., will be delivered and stocked at each custodial closet.
2. Supply ordering will be done through the COUNTY.

C. BUILDING SECURITY

1. Keys will be issued for locations requiring custodial services and will be provided to the CONTRACTOR as necessary. CONTRACTOR shall guarantee that the buildings/sites are securely locked at all times during and after work is performed. Lost keys shall be immediately reported to the COUNTY. COUNTY will charge CONTRACTOR \$50.00 for each lost key. Furthermore, the CONTRACTOR shall reimburse the COUNTY for all associated costs of re-keying any or all locks. CONTRACTOR will be subject to a quarterly key audit.
2. The CONTRACTOR'S employees shall not prop open building doors. If a situation requires a door to be propped open (i.e., delivery of equipment, etc.), a CONTRACTOR'S employee must supervise the propped open door at all times in accordance with Airport Security Regulations.
3. The CONTRACTOR shall lock all doors and windows that provide access to any facility or office when cleaning is completed.

D. SAFETY AND TRAINING

1. All work shall be accomplished in accordance with these specifications and in conformance with all applicable California Occupational Safety and Health Administration (Cal/OSHA) standards, rules, regulations, and orders established by the Federal Government, State of California, County of Sacramento and Airport rules and regulations
2. CONTRACTOR shall provide ongoing comprehensive training for its employees. All CONTRACTOR employees shall be trained in methods and materials for general cleaning such as restroom care, carpet care, hard surface floor care, and special area cleaning. The CONTRACTOR shall comply with all Federal, State, and Local workplace safety regulations to include all Cal/OSHA requirements and employee protections. Training programs shall include, but not be limited to, injury and illness prevention program (IIPP), workplace safety, safety data sheets, Cal-OSHA regulations, and Airport rules and regulations, bio-hazard cleanup, and all other applicable safety regulations. Initial and recurrent training records shall be provided to the COUNTY. Training provided for custodial staff under this agreement will be provided monthly to the COUNTY.
 - a. The CONTRACTOR must provide any required Personal Protective Equipment (PPE) to employees and must ensure that all PPE is used and maintained in a sanitary and reliable condition.
 - b. The CONTRACTOR must utilize cleaning methodologies and PPE to prevent/minimize cross-contamination.
 - c. The CONTRACTOR shall employ employees that are trained in biohazard cleaning and methodology (i.e. needles, blood, etc.).
 - d. The CONTRACTOR shall develop, implement, and maintain an operations and maintenance safety plan. This plan shall be subject to review and approval by the COUNTY.
 - e. The CONTRACTOR shall develop, implement, and maintain a job hazard analysis. This plan shall be subject to review and approval by the COUNTY.

- f. The CONTRACTOR shall develop, implement, and maintain an evacuation plan. This plan shall be subject to review and approval by the COUNTY.
- g. All of the CONTRACTOR'S employees must be able to speak, read and write in English with sufficient fluency to take direction and perform assigned tasks unassisted
- h. The CONTRACTOR shall provide details of comprehensive training for all employees. Training shall include methods and materials for restroom care, general cleaning, carpet care, hard surface floor care, and special area cleaning as well as spills and safety in the workplace. Initial, recurrent, and ongoing training records shall be provided to the COUNTY on a frequency that keeps records up to date.

E. HAZARDOUS WASTE

- 1. CONTRACTOR shall not improperly store, use, or dispose of hazardous materials on COUNTY property, nor cause, permit or allow any officer, agent, employee, contractor, permittee, or invitee of CONTRACTOR to improperly store, use or dispose of hazardous materials on COUNTY property. CONTRACTOR shall immediately notify COUNTY of any hazardous material release, which occurs on COUNTY property, regardless of whether the release was caused by or results from CONTRACTOR activities or is in a quantity that would otherwise be reportable to a public agency.
- 2. As used herein "hazardous materials" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any environmental laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any environmental law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the

air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

3. "Environmental laws" shall mean and include all Federal, State, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended. From time to time, and all implementing regulations, directives, orders, guidelines, and Federal or State court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all hazardous materials, including without limitation, all federal or state superfund or environmental clean-up statutes.

F. STORM DRAIN AND WATER COURSE PROTECTION

CONTRACTOR must abide by the rules of the Industrial General Permit (IGP) and the County of Sacramento Department of Airport Storm Water Pollution Prevention Plan (SWPPP). CONTRACTOR must follow the best Management Practice (BMP), Attachment B to this RFP, when clearing the curbs to ensure that the storm drain inlets are covered and all wash water is collected and disposed of to the sanitary sewer.

G. CLEANING REQUIREMENTS AND STANDARDS

1. Definitions

- a. Auto Scrubbing: Using a machine to clean hard floor surfaces or other related hard surfaces. Auto scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, and marks, or standing water, and the floor has a uniformly clean appearance.
- b. Brightwork: Polished leading edges or plated metalwork.
- c. Clean: The act of removing dirt and other impurities

from a surface, if required.

- d. Damp-mop: Using a moist mop to remove all dirt, dust, spots, streaks, stains, smudges, litter, gum, hard water deposits, and other extraneous matter from a floor or similar surface. A satisfactorily damp mopped floor is free of dirt, dust, marks, film, streaks, debris, and/or standing water. The CONTRACTOR will provide enough barricades, traffic cones, and proper slip hazard signs for each floor area being cleaned to adequately protect the public and/or passersby. Water is to be renewed/changed when changing between areas.
- e. Disinfect: Cleaning in a manner that destroys harmful micro-organisms by the application of an approved chemical agent.
- f. Dispenser: A mechanical device attached to a restroom wall or partition, which is used to dispense soap, towels, feminine hygiene products, toilet paper, toilet seat covers, etc.
- g. Dust Mop: Using a dry mop to pick up and remove loose contamination and soil from the surface of a hard floor or similar surface. A satisfactorily dust mopped floor is free of all dirt, dust, lint, and debris. The selected CONTRACTOR shall use appropriate tools and methods to mitigate airborne contaminants.
- h. Fixture: Toilets, urinals, sinks (including faucets), counters and backsplashes, or any other device attached to a restroom wall, floor, or ceiling.
- i. Hard surface: Brick, terrazzo, ceramic tile, marble, etc.
- j. Partition: A barrier between restroom stalls and walls or dividers within a facility that does not touch the ceiling.
- k. Sanitize: To bring to a state of cleanliness.

- l. Scrub: Vigorous cleaning performed by a machine or by hand with a scrub brush. Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, and marks, or standing water, and the floor has a uniformly clean appearance. For floor care, the scrubbing method used must be sufficient to clean all grout and/or uneven floor surfaces.
 - m. Spot Clean: Cleaning areas that contain dirty spots, fingerprints, stains, smudges, etc., with an approved cleaner without causing discoloration, staining, or damage.
 - n. Spray Buff/Burnish: A method of touching up areas of flooring where the finish is dull. Using a floor polishing machine, synthetic fiber pad, and spray equipment, dull areas are sprayed with a fine mist of floor finish and immediately buffed.
 - o. Vacuum: Completely removing lint, dust, loose soil, and debris from a surface, using a commercial grade vacuum cleaner with a High Efficiency Particulate Air (HEPA) filter.
 - p. Wet and Dry Spills: Must be sanitized, disinfected as needed, and dried immediately. Wet floor signage shall be placed around the area while cleaning is in progress.
 - q. Wet Mop: Same as "damp mop" except that the mop is soaked with water to remove gum, tar, and similar substances from a floor or similar surface.
 - r. Wipe: Using a damp cloth, wipe a designated surface to remove all dirt, dust, lint, spots, smudges, etc.
2. Surface Cleaning Standards:
- The CONTRACTOR shall clean COUNTY facilities in accordance with the following cleaning standards.
- a. Drinking Fountains, Checkpoint Liquid Drain Stations,

and Hydration: Drinking fountains and bottle filling stations shall be free of streaks, stains, spots, smudges, scale, and other removable soil, and present a uniformly bright appearance. Clean and disinfect all polished metal surfaces including the orifices and drain. Care shall be taken to prevent overspray or damage to other surrounding finishes or walls. Surrounding walls, floors, and other surfaces shall be kept clean and free of streaks, water spots, and stains.

- b. Dusting: A properly dusted surface is free of all dirt and dust, streaks, lint, and cobwebs. Dusting will be accomplished with properly treated cloths and apparatuses. All sensitive and electronic surfaces will be avoided. No personal or individual office equipment or supplies will be moved or disturbed.
- c. Glass Cleaning: Glass is clean when all glass surfaces are without streaks, film, deposits, and stains, and have a uniformly bright appearance and adjacent surface including mullions and window sills have been wiped clean. Glass cleaning work shall include handrails, barriers, and escalators and be accomplished with the least possible interference to Airport passengers and operations.
- d. Metal Cleaning: All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance, free from spots, fingerprints, smudges, and streaks. All auto tracks, thresholds, and jams should be cleaned.
- e. Plumbing Fixtures and Dispenser Cleaning: Plumbing fixtures (i.e. toilets, sink basins, urinals, faucets, etc.) and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor, or stains and has a bright and uniform appearance. Care shall be taken to ensure that the cleaning process does not harm, dull, or mar chrome finishes and does not scratch porcelain fixtures, and does not harm or stain finishes of walls or stalls.

- f. Porcelain Cleaning: All stains from porcelain fixtures should be cleaned with a pumice stone or white/green scouring pads.
- g. Public and Courtesy Telephones/Surfaces: Public telephones and surrounding areas shall present a clean appearance free of dust, dirt stains, debris, graffiti, and smudges. Telephones shall be cleaned and sanitized and left with a uniformly bright appearance.
- h. Spot Cleaning Fabrics: All stains, gum, food debris, sticky substances (including unauthorized stickers), vomit, trash, biohazards spills, and other substances shall be removed from the fabric on chairs, benches, and other surfaces as necessary, using proper cleaning products that do harm the fabric fibers and ensure complete spot removal and cleaning and disinfection of cushions, underneath and in-between.
- i. Window Cleaning: The CONTRACTOR is responsible for the cleaning of all interior and exterior windows following the guidelines set for above in glass cleaning. All exterior window cleaning is performed from ground-based lifts until the Airport develops an operating procedures outline sheet. The CONTRACTOR shall ensure that all staff who utilize the lifts are trained and certified for each specific lift.

3. Floor Care Cleaning Standards:

The following standards are not to be construed as complete. Any items not specifically included but found necessary to properly care for all floor surfaces shall be included as though written into these specifications. In general, flooring shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. All floor cleaning should include space under and behind all furniture, waste receptacles, machines, etc. Stanchions shall be moved and placed back in the same configuration after work is completed. The CONTRACTOR is responsible for moving and replacing all furniture and small items in the areas to be cleaned and for ensuring the items are returned to the original positions after cleaning. When auto scrubbing is

utilized, the method must be sufficient to clean all grout and uneven floor surfaces. The CONTRACTOR should incorporate detail mopping of corners, edges, around furniture, plants, etc., and removing any water left behind from the machine. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day operations of COUNTY facilities.

- a. Carpet Floor Surface Standards: Carpets shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. Upon completion of routine work, the carpet shall be free of debris, soil, and dust and shall present a uniform and bright appearance when dry. Practices shall be implemented to prevent damage to carpet fibers. All carpets are to be maintained utilizing means and methods that are in accordance with manufacturers' recommendations. The utilization of cleaning and care methods prohibited by the manufacturers is forbidden. Deep cleaning of carpets shall be performed to remove embedded dirt and grime, to lift carpet pile, and to return carpets to a clean, bright, and uniform appearance. Ensure proper drying of carpets. Carpet odors are to be removed, and carpet is to be left smelling fresh and clean. All carpet coverings in public traffic areas shall be dry before daily operations begin. Interim cleaning shall be performed as necessary to provide for carpets to be free of spots and accumulated dirt and grime.
- b. Concrete Floor Areas: Concrete floor areas are to be swept free of all dirt, dust, and litter, and debris removed, and spot cleaned as required. Power wash and scrub concrete floor surfaces as needed to maintain surfaces free of embedded soiling, film, removable stains, gum, marks, and standing water. Trash containers, seating, and other moveable items will be shifted for a complete uniformly clean appearance. Dust and clean all ledges, edges, and maintain walls, railings, and windows per standards listed herein.
- c. Non-Terrazzo Hard Floor Surface Standards: Hard floors shall be maintained in such a manner as to

promote longevity and shall be left in a clean, orderly, and safe condition. The result of all hard floor cleaning procedures is to leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Care shall be taken to avoid damaging any hard floor surface irrespective of the cleaning technique employed.

- i. Hard floor surfaces that have been swept, mopped, or cleaned with an auto scrubber shall present a uniformly clean appearance with no evidence of surface spoilage or spotting.
- ii. Floors should be dry prior to any metal objects being placed back on the floor so as not to allow any rust to form on the floor. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items.
- iii. The CONTRACTOR is responsible for moving and replacing all furniture and small items in the area to be cleaned.
- iv. All finished floor areas will be polished to a high sheen with an acceptable floor buffer or burnisher as needed to sufficiently maintain maximum gloss on flooring that does not have an intended matte finish. All residual dust from this process will be removed from the floor, edges, and baseboards, and surrounding surfaces will be buffed.
- v. Terrazzo Floor Surface Standards: Terrazzo floors shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. The result of all terrazzo floor cleaning procedures is to leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains.
- vi. Care shall be taken to avoid damaging any terrazzo floor surface irrespective of the cleaning and polishing technique employed.
- vii. All terrazzo floor surfaces shall be maintained in

accordance with this RFP. Terrazzo floor finishes shall be polished in such a fashion to create or maintain a high level of gloss. No wax is allowed.

- d. Walk Off Mats: The CONTRACTOR is responsible for the appropriate care and cleaning of the interior and exterior walk-off mats. After service, the mats shall be free of all visible lint, litter, and soil. The soil underneath entrance mats shall be removed, rubber backing shall be cleaned to prevent mats from shifting or "walking," and clean mats returned to their normal location.

H. AS-NEEDED SUPPLEMENTAL SERVICES:

1. The COUNTY may require the CONTRACTOR to perform additional custodial services on an as-needed basis. Supplemental services shall not be utilized for any core services that were unsatisfactorily performed, which the CONTRACTOR shall address at no additional cost.
2. The COUNTY will authorize supplemental services via a Supplemental Services Request letter or form in writing.
3. CONTRACTOR shall invoice separately for all supplemental work and provide back-up for the labor hours.
4. The CONTRACTOR shall furnish the COUNTY with completed supplemental work reports no later than seven calendar days following completion of the supplemental work.
5. The COUNTY shall compare CONTRACTOR invoices and completed supplemental work reports and, if necessary, make any adjustments.
6. Additional staffing: occasionally during a particularly high peak season such as holiday periods or sporting events, meetings where an unusually large number of passengers would be traveling through the airport, it may be required for the CONTRACTOR to add additional staff for a short time period.

I. TRANSITION PLAN

1. The time between the formal Agreement signing and July 1, 2021, is intended to allow CONTRACTOR sufficient time to meet with the COUNTY Department to prepare necessary routing, set up delivery schedules, gather invoicing information, obtain permits and licenses, complete any security checks and requirements, and coordinate with the COUNTY to have all aspects of the required service in place by July 1, 2021. Proposals must include a description of your transition plan that would be implemented to ensure a smooth transition in custodial services from the current service provider. The plan should provide details and a thorough implementation control schedule for systematically phasing in equipment and services with minimal disruption to the COUNTY facilities. The implementation control schedule must detail the process, dates, and locations (locations provided by the COUNTY) over a period of thirty (30) calendar days to complete implementation by June 30, 2021. The actual date of the implementation schedule submitted may be adjusted in accordance with an agreed start date determined upon signing of the agreement and COUNTY approval. Additional transition time may be requested by the CONTRACTOR. The implementation process shall be coordinated and executed in adherence to COUNTY approval of the implementation control schedule. Implementation project elements shall include, but not be limited to, a signed agreement, determine service requirements of the COUNTY, forecast/order/ship supplies, and equipment, supply control documents, conduct the local installation of equipment, and identify open issues. The CONTRACTOR shall provide a definitive deadline for the completed delivery of equipment within the prescribed implementation process period. The CONTRACTOR'S project manager must report to the COUNTY no later than 2:00 p.m. Pacific Time every Friday of the implementation period to report the status of the implementation process and to address any problems with the implementation process for any COUNTY Facility. In developing the transition plan, the CONTRACTOR should consider that the COUNTY strongly seeks to reduce disruption to customers during the transition period.
2. The CONTRACTOR will be provided a temporary office space and temporary storage space to assist with transitional needs, if needed.

3. CONTRACTOR shall cooperate fully with the COUNTY in the transition of management, maintenance, and operational services from the prior CONTRACTOR, if different.

J. AGREEMENT PHASE-OUT

Upon expiration/termination of the agreement or discontinuance of employment of any of CONTRACTOR employees working on the COUNTY agreement, all keys (clearly marked by site), security badging, and all other COUNTY issued equipment, office space, etc. shall be surrendered to the COUNTY.

K. BILLING AND INVOICING:

1. The agreement is based on productive hours and not a fixed price.
2. The Airport owns and maintains many different facilities that calculate differently in our rates and charges. To ensure that this required data is captured, separate invoicing is required for these facilities:
 - a. Sacramento International Airport Terminal A
 - b. Sacramento International Airport Terminal B
 - c. Sacramento International Airport Ancillary Buildings
 - d. Sacramento International Airport Rental Car Facility
3. The CONTRACTOR will electronically submit to the COUNTY monthly invoices within fifteen (15) calendar days of the previous month for payment of service performed. The monthly invoice shall include the name of the facility, hours worked for each job description and hourly rates for each job description. In addition to the monthly invoice, the CONTRACTOR will provide an electronically submitted Excel spreadsheet (see Attachment C) for each facility that shall include the facility's name, employee's name, employee's job description, employee's shift, the loaded hourly rate of pay, and daily productive hours worked.

L. GENERAL INFORMATION:

1. Over the past several years, Sacramento International Airport has

experienced tremendous passenger growth due to the expansion of airline activity. With the recent onset of the worldwide Novel Coronavirus (COVID-19) pandemic, the airport has seen a major decrease in travel. As the aviation industry moves through these unprecedented times, it is expected to see passenger travel slowly find a new normal. The CONTRACTOR will need to be able to react quickly with trained staff to increase positions when the traveling public begins to feel confident in traveling. It will be the CONTRACTOR'S responsibility to be diligent in all areas of cleaning, sanitizing and disinfecting to assure the public and the airport that they are safe while working and traveling through the airport. This will include providing trained staff and electrostatic disinfecting cleaning equipment to be used on all shifts, on all touchpoints, at all facilities at no additional charge to the Airport.

2. The CONTRACTOR shall provide all labor, equipment, tools, material, and supplies except cleaning chemicals and paper products to perform services under this Agreement.
3. Improving Airport terminal cleanliness and enhancing customer satisfaction are high priorities for the COUNTY.

M. SCHEDULING:

1. CONTRACTOR shall provide adequate custodial staff, and supervision for each shift, 365 days a year.

Terminal A, the Rental Car Facility and the Ancillary Buildings custodial services are provided by County staff between the hours of 7:00am – 3:00pm.

2. Due to traffic patterns and safety concerns for the passengers, most heavy cleaning is done during non-flight operating hours. The Department from time-to-time may reschedule the work as deemed necessary to maintain the maximum cleaning levels of its facilities. During health emergencies such as COVID-19, some sanitizing should be done during the hours of customer presence to restore consumer confidence.
3. Monthly Shift Schedules by facility with employee names, shift, and day off pattern will be submitted to the COUNTY before the first of every month. No more than a ten (10)% variance of employees working per day will be allowed. The number of employees

working per shift must be approved by the COUNTY.

4. Any change in scheduling requested by the CONTRACTOR must be approved in advance by the COUNTY.
5. If the Airport deems it necessary to add, change, reduce, or discontinue custodial services at any facility(s) for any length of time, the CONTRACTOR shall be notified in writing.
6. The CONTRACTOR will provide a written quote to any additions prior to service being performed.

N. OVERTIME:

1. This is a time-based agreement which the services are provided on the basis of hourly rates and payments are made on the basis of productive time spent. The COUNTY will only compensate CONTRACTOR for productive work hours. Early and late clock-outs by staff that are submitted for payment must be entered into an "overtime (OT) log", that is provided to the COUNTY on a daily basis that includes the date of occurrence, start and end time of OT, duration of OT worked and the reason for the OT. It is expected that all work being performed by staff (whether cleaning or administrative) be accomplished during normal working hours. Acceptable reasons for OT would include but not limited to: covering a shift that is short of the agreed upon staffing, responding to an emergency (building flood, biohazard cleaning, etc.), and completing regulatory reporting (injury, emergency response, etc.) Unacceptable reasons include but are not limited to: OT worked by supervisory staff to prepare for a shift, early or late clock outs by staff for non-productive time, congestion at time-clock.
2. Rates of pay: Loaded rates may be adjusted on July 1st of each year of the agreement and are shown on the attached fee schedule. See Attachment D.

O. REPORTS:

1. All three Shifts will be required to send a shift report known as a "Pass down" of their staff's daily activities to COUNTY and designated airport staff, the pass down will include the following: date, shift, names of supervisor, and lead on duty, list of each

individual custodial assignment, status of projects and observations, incidents/accidents involving CONTRACTOR employees.

2. Daily restroom report, which includes daily inspection of each restroom, shall be turned in by the end of the third (3rd) shift daily.

P. IRREGULAR OPERATION AND EMERGENCY RESPONSE:

It is required under this Agreement that the selected CONTRACTOR shall respond to unusual or irregular operational requests, emergency calls, special meetings, drain back-ups, weather-related cleanup, or other unforeseen circumstances at no additional cost to the Airport. The Airport is a constantly changing, 24/7 environment, and unforeseen and irregular operations outside of the normal scope of work are to be expected. An emergency call is defined as a report of a condition or failure constituting an immediate danger to employees or property. This includes, but is not limited to, natural disasters, flooding, plumbing problems that caused flooding, leaking ceilings/roofs, and broken water pipes. The Airport's understanding is that large emergencies such as floods or sewer backups may pull the selected CONTRACTOR'S employees from other non-critical duties for the duration of the cleanup. The CONTRACTOR shall respond immediately to all emergency calls. The use of proper safety gear, signage, or barricades shall be used as required to ensure the safety of the traveling public and other Airport users or employees. For circumstances, which interrupt or otherwise adversely impact either Airport operations or Airport tenants, the CONTRACTOR shall respond within ten (10) minutes of notification, with the appropriate equipment, and remain on the job until the problem has been resolved or Airport staff gives permission to leave.

Q. CUSTOMER EXPERIENCE:

Custodial service is a strategic area of importance for customers and to the Airport. Terminal and restroom cleanliness are key performance indicators that are measured. Airport staff will meet regularly with the CONTRACTOR to review customer survey data and inspection reports. The CONTRACTOR is expected to be responsive and take corrective actions to improve customer satisfaction and will be the criteria of the Quarterly Contract Reviews (QCR). The airport currently uses a text-based report platform within the restrooms. The CONTRACTOR is to resolve immediately any open items and close all items within the

computer system within the acceptable time frame.

R. INSPECTIONS, CONTRACT REVIEW, AND REPORTS:

Weekly Inspections: The CONTRACTOR'S on-site manager shall be required to participate in weekly joint inspections of selected service locations with the COUNTY. The finding(s) will be shared in writing to the CONTRACTOR. The CONTRACTOR will respond with a corrective action plan by the close of the next business day. The inspection results will be utilized as a part of the performance measurement of the CONTRACTOR.

S. PENALTIES FOR FAILURE TO MEET STANDARDS:

1. The CONTRACTOR acknowledges that COUNTY may impose financial penalties of up to \$1,000 per occurrence for CONTRACTOR'S failure to meet Performance Standards as set forth in this RFP, on a reoccurring basis or if the CONTRACTOR is provided with written notice of any failure to meet Performance Standards and CONTRACTOR is unresponsive to cure said deficiency within an appropriate timeframe. After three (3) violations of the same standard in a twelve (12_-month period, COUNTY reserves the right, at the sole discretion of the Director of Airports (Director), to seek any other remedies available for default including termination of this Agreement.
2. If CONTRACTOR believes there were unforeseen circumstances beyond the CONTRACTOR'S reasonable control that caused CONTRACTOR to violate the performance standards, the CONTRACTOR may request that COUNTY take such mitigating circumstances into consideration by submitting to the COUNTY a written request which outlines and explains the mitigating circumstance in detail. Such written request must be submitted within five (5) business days of notice of the failure to meet the stated standard. The COUNTY will review such request before imposing a penalty or taking any other action that it is entitled to take under this Agreement.

T. AIRPORT PROVISIONS (TO CONTRACTOR):

The COUNTY shall provide the following unfurnished premises to the CONTRACTOR:

1. Office space

2. Breakroom
3. Storage space
4. Laundry Area

U. PARKING AREAS:

1. Vehicular and equipment parking by the CONTRACTOR, its employees, agents, licensees, suppliers, or subcontractors shall be restricted to such areas at Airport as are designated by the COUNTY.
2. Such parking shall be subject to the payment of such parking fees and charges as may from time to time be in effect for such designated areas.

V. EQUIPMENT AND MAINTENANCE:

1. All cleaning equipment, accessories, and tools including, but not limited to, power-driven floor scrubbing machines, backpack vacuums, high dusting equipment, waxing, and polishing machines (including pads), touch free restroom cleaning machines i.e. (Kaivac) industrial floor and upholstery vacuum cleaners, brooms, brushes, mops, pails, dust cloths, dust wands, and other equipment needed for the performance of the work shall be furnished by the CONTRACTOR. All equipment used in the performance of this Agreement shall be approved by the COUNTY. Cleaning equipment utilized in the performance at the startup of this Agreement must be new. Equipment must be of the size and type customarily used in work of this kind. Modified or non-standard equipment shall only be allowed with pre-approval of the COUNTY. The CONTRACTOR shall not use or shall discontinue the use of, equipment that damages or may damage the COUNTY facilities or its contents
2. The COUNTY will provide lift equipment for interior high dusting areas and column cleaning. The CONTRACTOR'S employees must complete training before using lifts. The CONTRACTOR must provide proof of such training to COUNTY prior to an employee using lift equipment.

3. CONTRACTOR must schedule equipment use with the COUNTY.
4. In some instances, Department equipment may be utilized with approval from the COUNTY. Should the CONTRACTOR be approved to use any Department supplied equipment, it shall be the responsibility of the CONTRACTOR to maintain and repair this equipment and keep it in good working order.
5. Current lifts available are:
 - a. Drivable Single Person Lift
 - b. Manual Single Person Lift
 - c. Scissor Lift
 - d. Forty (40)-foot lift
 - e. Forty-Six (46)-foot lift
 - f. Ninety-Five (95)-foot lift
 - i. This list is subject to change based on availability and/or Fleet Management.
6. All lifts required for exterior window cleaning shall be provided by the CONTRACTOR.
7. All equipment that fails, shall be repaired or replaced immediately (within twenty-four (24) hours) at CONTRACTOR'S expense. The CONTRACTOR shall have a repair program in place for preventive and corrective maintenance and immediate repair or replacement of broken equipment. The CONTRACTOR shall ensure that an appropriate number of machines are in working order each night to perform the cleaning tasks required. The CONTRACTOR is required to provide a list of critical equipment that shall be accessible off-site for use as a backup if equipment will have downtime of more than two (2) calendar days. Lack of equipment will not be accepted as a reason for services not to be performed.
8. The CONTRACTOR shall maintain logs for all powered equipment indicating the date of purchase, dates of all maintenance and repair activities, and the manufacturer specification technical

sheets for each type of equipment. The COUNTY reserves the right to review the logs and may inspect equipment, repair facilities and processes on a random basis.

9. The CONTRACTOR'S equipment, signs, carts, barrels, and tools used within the view of the public shall be kept clean and free of accumulated dirt, grime, grease, stickers, tape, and markings. All identification labels, names or markings shall be professionally designed and applied and shall be preapproved by the COUNTY.
10. Storage areas will be provided for the CONTRACTOR'S equipment and charging. Storage and charging areas must be maintained in a clean and safe manner and are subject to inspection by the COUNTY at any time. Safe operation and repairs are the responsibility of the CONTRACTOR.
11. All electrical equipment used by the CONTRACTOR shall meet all applicable safety requirements. This shall include either the use of ground fault interrupters or a wiring inspection program to assure the integrity of ground pins, grounding continuity, strain relief, and insulation quality of plugs and cords. This equipment must operate at full rated performance levels using existing building circuits. It shall be the responsibility of the CONTRACTOR to prevent the operation or the attempted operation of electrical equipment, or combinations of equipment that require power exceeding the capacity of existing building circuits. The CONTRACTOR may use designated Department electrical power outlets (110 volts) to operate the equipment. The CONTRACTOR shall be responsible for any damage caused to the electrical outlets and outlet covers caused by the improper disconnection of equipment.
12. The CONTRACTOR will be required to thoroughly train staff on movement on the Airside Operations Area (AOA), service roads, speed of travel and the correct method of moving trash to compact areas, and the use of compactors. The CONTRACTOR will be legally responsible for all damage done to the property, individuals, etc.

W. THE CONTRACTOR'S PREMISES:

1. The CONTRACTOR'S responsibility:
 - a. The CONTRACTOR shall keep the premises assigned to

the CONTRACTOR clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean.

- b. All the CONTRACTOR'S supplies, tools, equipment, etc. shall be safely stored. The COUNTY is not responsible for theft or damage to the CONTRACTOR'S property.
- c. All safety hazards to employees or the public shall be corrected immediately.
- d. The COUNTY may randomly inspect the CONTRACTOR'S premises.
- e. Breakrooms: The CONTRACTOR'S staff are not allowed to take their breaks in public spaces and must take breaks in Breakrooms designated by the COUNTY.
- f. Storage Space: The CONTRACTOR may only store supplies and equipment in storage areas designated by the COUNTY.
- g. The County will not be responsible in any way for the supplies, equipment, etc. in storage areas that may be damaged or lost by fire, theft, accident, or other conditions or circumstances. Any such custodial storage rooms are to remain closed and will be equipped with doors and locks. Locks, if not already installed will be furnished and installed by the COUNTY. No supplies or equipment will be stored or temporarily set in restrooms or other spaces accessible to the public. All storage areas visible to or accessible by the public shall be kept closed and locked. Hazardous chemicals will not be stored on COUNTY property without authorization from the COUNTY. All broken equipment, batteries, etc. will be the responsibility of the CONTRACTOR to remove from COUNTY property and dispose of it correctly.

X. CONTRACTOR STAFFING REQUIREMENTS:

- 1. All employees of the CONTRACTOR designated to work on this project must be Airport badged. CONTRACTOR'S assigned

employees to the Airport must be able to meet the security requirements outlined below. CONTRACTOR will abide by and follow all necessary industry requirements, Airport requirements, and standards, including those issued by the FAA, Department of Homeland Security, and Customs, etc. both present and future.

2. The CONTRACTOR will provide trained and qualified staff with continuous and ongoing training.
3. The CONTRACTOR shall assign the proper numbers of staff required each working day to complete the service requested in this RFP in a manner satisfactory to the COUNTY. This requirement includes having sufficient male and female staff to maintain restrooms without closing.
4. The CONTRACTOR shall provide and assign qualified employees to oversee and execute the COUNTY'S requirements, including a full-time on-site Manager during the hours of 7:00am – 3:30pm, as well as supervisors and leads for all shifts.
 - a. The CONTRACTOR shall provide the on-site managers schedule to the COUNTY on a weekly basis. If the on-site manager will be unavailable for any portion of their scheduled shift, the CONTRACTOR shall make the COUNTY aware of who the available employee will be for that time.

Y. BACKGROUND CHECKS, FINGERPRINTING, AIRPORT BADGE TESTING:

1. Badging Requirements: All of the CONTRACTOR'S employees who will provide services under the proposed agreement must be able to obtain an Airport Security Identification Display Area (SIDA) badge. To obtain this badge, staff must complete an application, provide appropriate legal documentation, submit to fingerprinting and pass two (2) background checks: Criminal History Records Check and security threat assessment/work eligibility verification conducted by the Department of Homeland Security.
2. After clearing the background checks, the applicant must also pass a computer-based training program before being issued a badge. The training video is provided in English. CONTRACTOR may request a badged and preapproved translator provide translation assistance for English as a Second Language (ESL) staff. Failure to obtain a SIDA badge disqualifies an applicant from working at the

Airport.

Z. CLEANING TASKS:

1. Elevators and Adjacent Areas: All interior and exterior walls, floors, doors, ceilings, door tracks, glass, switches, buttons, controls, and equipment will have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks. Floors are to be maintained per standards for carpet and/or hard surface materials. Metal and brightwork are to be maintained in accordance with the standards listed herein. All adjacent areas are to be left free of residue and spotting following cleaning procedures. Elevator and adjacent areas are to be maintained as needed to ensure acceptable appearance always.
2. Electrostatic Disinfecting Cleaning: All Airport public areas shall be disinfected using electrostatic equipment. This includes all ticket counters, computers, phones, screens, podiums, escalators, knobs, door handles, queuing pylons, elevators, checkpoints, seating areas, tables, all touchpoints, etc. throughout all shifts without disturbing Airport operations and at no additional charge to the Airport.
3. Escalators and Adjacent Areas: Surface Escalators and Adjacent Areas – Surfaces - All interior and exterior areas, cladding, glass, landings, handrails, switches, buttons, controls, and related equipment will have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks and be maintained in accordance with standards listed herein. The CONTRACTOR will perform tread and riser cleaning. Adjacent floor areas are to be maintained per standards for carpet and/or hard surface materials. Metal and brightwork are to be maintained in accordance with the standards listed herein. All adjacent areas are to be left free of residue and spotting following cleaning procedures. Escalators and adjacent areas are to be maintained as needed to ensure acceptable appearance always.
4. Graffiti Removal: Graffiti is to be removed from surfaces on and within the Department buildings. Care is to be taken to maintain the original surface where graffiti appeared. Graffiti is to be removed as soon as it is discovered and/or reported. Any gang, violent, or hate-related graffiti must be reported to the Airport Operations.

5. Other Areas: Concrete surfaces are to be swept of all dirt, dust, cobwebs, bird droppings, and debris and pressure washed per need. Railings will have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil, and grime. Vents, grills, exhaust fans, light fixtures surfaces, exterior equipment covers, which include vents, diffuser, and exhaust fans, grills, and light fixtures, exterior walls, and all badge readers will have a uniformly clean appearance, free from dirt, dust, stains, and cobwebs. Coordination shall be made with the mechanical utility team to ensure equipment is in the appropriate state for cleaning.
6. Plexiglas Shield Cleaning: All shield surfaces shall be free of streaks, fingerprints, stains, and other substances, and have a uniformly clean, bright appearance. These shields should be cleaned with an ammonia-free product, specifically designed for Plexiglas, and wiped down with a felt or other soft cloth so no scratching or dulling of the Plexiglas surface occurs. Plexiglas cleaning work shall be accomplished with the least possible interference to Airport passengers and operations
7. Stairwells/Halls Surfaces: All walls, floors, stairs, stair treads, doors, door thresholds, and glass will have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks, streaks, lint, and cleaning marks. Floor and wall finishes will be maintained per the standards listed herein, care and detail shall be paid to treads, grids, edges, and baseboards to ensure acceptable appearance always.

AA. FLOOR CARE:

1. The CONTRACTOR shall provide all carpet and hard floor cleaning equipment. It is not the COUNTY'S intent to require a brand of equipment; however, the COUNTY reserves the right to review the selected CONTRACTOR'S proposed cleaning equipment. If the CONTRACTOR'S cleaning equipment or products do not, in the COUNTY'S opinion, provide effective sanitation and/or cleanliness of the facilities, the COUNTY may require alternate equipment to be used. The flooring manufacturer's cleaning recommendations should be closely followed. Floor care equipment must always be in good repair. The COUNTY or designee reserves the right to inspect equipment regularly. The selected CONTRACTOR shall

strain the water from machines prior to the water being poured down any sanitary sewer drain. The selected CONTRACTOR'S straining device/method shall be pre-approved by COUNTY. The selected CONTRACTOR shall not remove any floor drains or screens in any sink. The selected CONTRACTOR shall incur charges if carpet fibers, mop strings, rubber gloves, stripper or waxes, or any other cleaning debris are the cause for any clogged drains.

2. All procedures used in floor care must be pre-approved by the COUNTY. If the result is below standards, and the discrepancy is caused by using improper procedures, then it is the CONTRACTOR'S responsibility to correct the deficiency within twenty-four (24) hours of notification of the discrepancy.
3. The CONTRACTOR shall provide enough barricades, traffic cones, and proper slip hazard signs for each floor area being cleaned to adequately protect the public and/or passersby.
4. Frequent spot removal cleaning of the carpet in all Airport public areas is required by the CONTRACTOR to ensure a visibly clean surface. The CONTRACTOR shall remove all stains, gum, food, debris, sticky substances, vomit, trash, biohazard spills, and other substances from the carpet. Care will be taken to use a method that will not harm the carpet fibers and ensure complete surface removal. The adjacent surfaces shall be protected or cleaned following the spot removal operation. The carpets need to be deep cleaned as often as required to maintain the cleanliness and longevity.
5. Damaged carpet shall be reported to the COUNTY with a description and location. Notification of damage or of stains that cannot be removed from a surface shall also be forwarded to the COUNTY no later than the following workday.

BB. WASTE DISPOSAL STANDARDS:

1. Waste and recycling receptacles: Waste and recycling receptacles are to be emptied and spot cleaned as needed to maintain safe and sanitary conditions. Walls or surfaces surrounding the receptacles are to be spot cleaned and the floors under and near the can are to be clean and free of stains, spots, rust, and rings. The receptacle liner is to be replaced at each emptying of the receptacle; receptacles should not be allowed to overflow. Periodically, all

receptacles are to be thoroughly cleaned and sanitized inside and out as needed. All receptacles in the public area are to be kept neatly aligned and the receptacles turned with lettering and openings facing passengers for easy access and visibility. Movement of trash from terminals to trash compactors must be done through the designated elevators and routes. All collected trash, recyclables, and compostable waste must be moved by the CONTRACTOR to the compactor areas designated by the Department for material-specific disposal in Department approved liners. Waste must be transported with the least amount of impact or inconvenience to Airport tenants, employees, and passengers. Trash is not to be left within the public walkway or within the public view.

2. If waste is stockpiled for a reduced frequency of trips to the compactor areas, the stockpiling shall be done out of the public view and for no more than two (2) hours. The CONTRACTOR shall ensure that all its employees are properly trained in the operation of the compactors to ensure that waste is placed in the appropriate compactors, is completely compacted before leaving the dock area, and to prevent "bridging" of debris within the compactors. The CONTRACTOR'S employees are responsible to report jammed or broken compactors immediately to the Airport Communication Center.
3. The CONTRACTOR shall ensure that its employees are trained to not utilize the same elevators as the public while transporting the waste, large trash carts, or other cleaning equipment. All trash carts shall be kept clean, odor-free, and well maintained. Tracking of oil, dirt, debris, salt, grease, black drag or wheel marks, or other outside substances into the Airport Facilities is always to be prevented. The CONTRACTOR shall be held responsible for damages to floor finishes or other surfaces caused by improper use or maintenance of waste carts or other equipment. All waste collection containers shall be pretreated and cleaned on a regular basis to prevent offending odors and unprofessional appearance.
4. Management and disposal of all chemical wastes (and wastes otherwise restricted from disposal as sanitary wastes,) and any associated costs generated through the CONTRACTOR'S cleaning actions, are the sole responsibility of the CONTRACTOR. Solid wastes that exhibit no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in

available on-site Department trash receptacles or dumpsters.

5. Recyclable materials should be collected and disposed of per the guidelines below. No waste materials or wastewater may be discharged outdoors or to the Airport's Storm water systems. Only wastewaters permitted for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges shall comply with all applicable Federal, State, and local regulations and all applicable Department discharge permits.

CC. RECYCLING PROGRAM COLLECTION STANDARDS:

1. The CONTRACTOR shall support the Department's commitment to Sustainability in the form but not limited to recycling, composting, and waste prevention.
2. The CONTRACTOR shall be responsible for placing segregated waste materials into the proper receptacles. This includes all current and future waste streams and recycling/composting waste streams. The CONTRACTOR shall handle segregated materials in a manner to ensure that recycling/composting receptacles are not used for inappropriate materials.
3. All recyclables accepted by the Department's recycling service provider shall be transported to the compactor areas or collection sites as designated by the Department. Recyclables collected from any areas within Department facilities shall be placed in liners so that recyclable materials can be clearly identified and kept separate from collected waste. The CONTRACTOR'S employees are responsible for collecting, transporting, and disposing of these materials in appropriate receptacles, including ANY recyclable or compostable material they encounter at any time during their work.
4. Compostable materials collected from any areas of Airport Facilities shall be placed in liners provided by the COUNTY and kept separate from other collected waste. The CONTRACTOR shall be responsible for placing compostable materials into the proper dumpsters, compactors, or designated compost processing equipment as applicable. The CONTRACTOR shall handle compostable materials in a manner to ensure that recycling/composting receptacles are not contaminated with unacceptable materials.

5. The CONTRACTOR shall be responsible for supporting any future recycling, composting, or waste prevention efforts or program enhancements the Department implements during the term of the Agreement. This may include, but is not limited to expanding recyclable materials lists, changes in material separation requirements, new or different locations and types of receptacles, and variable volume of materials generated. The CONTRACTOR shall be constructive in their efforts to support the Department's recycling, composting, and waste management programs, and be proactive in alerting the Department to any waste-related issues encountered during routine and non-routine tasks.

DD. CLEANING / PORTERING SERVICES ("PORTERING"):

1. Airport Office Areas: Office areas shall present a clean, well kept, orderly and professional appearance. Waste receptacles are to be emptied, spot cleaned, and liners replaced as required. Non-carpeted floors are to be maintained to the hard floor surface standards. Carpeted floors shall be maintained to the carpeted floor standards. All shelves, counters, cabinets, and modular furniture and cases are to be free of accumulated dust and debris. Wipe clean all tables, desks, counters, chairs, and chair legs. Spot clean all hard surface walls, glass, doors, and doorknobs, to remove fingerprints, dust, soil, and marks. Personal effects, electronics, work items, and electrical plugs are not to be moved or rearranged during cleaning. The CONTRACTOR shall prohibit its employees from opening desk drawers or cabinets or using the telephone or other office equipment. Electrostatic disinfectant sprayers will be employed daily in these areas as well.
2. All Service Animal Relief Areas: The Service Animal Relief Areas inside and outside the terminal shall be maintained at the same level as Public Open Floor Space Areas with some additional requirements. Each Service Animal Relief Area must have a supply of pet waste pick-up bags stocked always. The relief mats must be washed and disinfected with COUNTY approved and provided cleaning products regularly to ensure proper sanitation. Portering shall occur at a sufficient frequency to ensure the acceptable standards are maintained always.
3. Baggage Makeup Areas: Floor areas under baggage conveyor system components that are less than eight (8) feet above the ground are to be cleaned by other Department staff and are

excluded from this scope of work. Garbage, recyclables and other debris shall be disposed of in containers provided by the Department in these areas. Emptying of the containers is the responsibility of the CONTRACTOR.

4. Conference Room Areas: The Department has several conference rooms at the Airport. In general, the conference rooms are to be maintained to the same standard as office spaces with the following additional requirements. Due to the timing and occupancy levels of meetings in the conference rooms, cleaning schedules will need to be adjusted and enhanced to meet the demand of the space. Additional cleaning for large meetings or between meetings may be required as well as deep cleaning of the upholstered furniture. Electrostatic disinfectant sprayers will be employed daily in these areas as well.
5. Custodial Closets: As a reflection of the cleaners' work, and the Department, the closets must be kept clean and neat always. The door surface is free of dirt, dust marks, film, and streaks. Vacuum cleaner bags shall be empty and cords neatly wrapped. Mop buckets shall be empty and clean with mops in racks where available. Trash barrels and carts will be clean and empty of trash, and free of personal items. The floor must be swept and mopped, and the entire area appears clean and organized. When not in use closet doors shall be closed and remained locked.
6. Dispensers: All dispensers (soap dispensers, toilet paper and towel dispensers, feminine hygiene machines, etc.) within the areas serviced by the CONTRACTOR shall be, stocked by the CONTRACTOR to include all product and replacement of batteries provided by the COUNTY unless otherwise specified in writing by the COUNTY. Any and all money collected by the CONTRACTOR shall be collected and turned over to the COUNTY.
 - a. The CONTRACTOR'S employees shall report any defective or damaged dispensers or any parts thereof to the COUNTY upon discovery.
 - b. The CONTRACTOR shall replace full needle disposal containers within the sharps disposal systems with a new empty needle disposal container throughout restrooms at the Department facilities. All full needle disposal containers shall be removed and properly disposed of in a designated

collection container. The Sharps disposal systems shall be kept clean and the selected CONTRACTOR shall notify COUNTY of any damage or necessary replacements. The CONTRACTOR shall ensure and document that employees have been trained in the proper process and procedure for the disposal of needles and Sharps disposal containers.

7. Loading Docks/Compactor Areas/Kitchen Oil Recycling Areas: Concrete loading docks, and the areas surrounding trash, recycling, and composting compactors, dumpsters and kitchen oil recycling areas are to be monitored and cleaned. The CONTRACTOR will porter these areas as frequently as necessary to ensure the areas remain clean. Litter, rubber gloves and debris shall be picked up including in the immediate area and floor surrounding the compactors and dumpsters. Compactors shall be run routinely to ensure all trash and recyclables including cardboard are compacted and not overflowing or causing backups. The CONTRACTOR shall be readily available and promptly clear any overflowing or improperly disposed waste material or debris that accumulates on loading dock floors and around compactors and dumpsters. All areas should be swept free of loose trash and debris and power washed by CONTRACTOR. The CONTRACTOR shall provide enough barricades, traffic cones and slip hazard signs for each area being pressure washed to adequately protect the public and/or passersby. CONTRACTOR shall maintain kitchen oil recycling areas to include clean-up of kitchen oils and debris.
8. Mechanical Rooms: Mechanical rooms that the CONTRACTOR is allowed access to shall be kept neat and free of unauthorized storage items and debris.
9. Non-Public Break Rooms & Kitchens: Non-public break rooms and kitchens shall present a clean, well kept, orderly and professional appearance. Waste receptacles are to be emptied, spot cleaned, and liners replaced as required. All shelves, counters, and cabinets are to be free of accumulated dust and debris. Clean and sanitize all countertops, refrigerators (interior & exterior), refrigerator water dispensers, tables, chairs, cabinets (interior & exterior), coffee makers (exterior), vending machines, microwave ovens (interior & exterior), exterior and interior of trash receptacles, wall area surrounding trash receptacles, and paper towel dispensers. Sinks and fixtures will be properly cleaned, sanitized, rinsed and dried spot-free. De-scaling shall be performed as required to keep

surfaces free from streaks, stains, scale, scum, and rust stains. Paper towel dispensers shall not run out of supplies. Floors are to be maintained per standards for carpet and/or hard surface materials. Electrostatic disinfectant sprayers will be employed daily in these areas as well.

10. Non-Public Common Areas: The Department operational areas located under or behind the public areas of the terminals, concourses, and connectors, and in support buildings throughout the Department campus consist of many non-public common areas that include, but are not limited to; walkways, halls, stairs, entrances, vestibules, reception areas, and other operational movement areas. The standards listed herein for walls, stairs, halls, brightwork, drinking fountains, windows, and glass, etc. shall be maintained at acceptable cleaning levels always. All walls, floors, stairs, stair treads, doors, ceilings, door thresholds, and glass shall have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks, streaks, lint, and cleaning marks. Floor and wall finishes will be maintained per the standards listed herein and care and detail shall be paid to treads, grids, edges, and baseboards to ensure acceptable appearance always. Concrete surfaces are to be maintained as necessary to ensure removal of all dirt, dust, cobwebs, and debris, and pressure washed per need. Railings shall have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil, and grime.
11. Non-Public Restrooms: Non-public restrooms shall be kept clean and floors should not become dull. Waste receptacles are to be emptied and spot cleaned, trash is not allowed to overflow. Paper towel composting shall be implemented in Department designated, non-public restrooms, consistent with compost service provider guidelines. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range will be properly cleaned, sanitized, rinsed, and dried spot-free. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains. Dispensers shall not run out of supplies. Supplies will only be stocked or stored in designated locations. Where installed, Sharps needle disposal containers shall be removed and properly disposed of when full and replaced with a new container. Spot clean light switches, doors, and walls. All restroom mirrors, basins, shelves/counters, brightwork, and stainless steel or solid surface partitions shall have

a clean and polished appearance. Solid surface materials shall not become stained or dingy. Floor and wall tile shall be maintained to standards listed herein and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, trash receptacles, and all other permanently fixed equipment or finishes to prevent the buildup of odor-causing bacteria. Air fresheners will be maintained to ensure continued fresh and pleasant-smelling facilities. Special care shall be given to prevent standing water and slick surfaces and the selected CONTRACTOR shall use appropriate signage and barricades to protect against slips and falls. Flooding of restroom surfaces is not acceptable. The CONTRACTOR shall notify the Airport Maintenance Call Center to report any inoperable fixture within the restrooms.

12. Passenger Loading Bridges: All interior finishes of the passenger loading bridges shall meet the standards listed herein for floors, walls, glass, doors, vents, handrails, and ceilings. Each jet bridge shall be deep cleaned nightly and ported throughout the day, including electrostatic disinfection. The CONTRACTOR shall coordinate with Department Maintenance staff and Department Operations to extend the Passenger Loading Bridge for additional deep cleaning of all interior on a quarterly basis and as needed. Caution will be taken to avoid wetting controls and control panels and to ensure that slip and fall hazards are prevented.
13. Public Art: CONTRACTOR is responsible to clean all artwork per the cleaning requirements and standards as described in this RFP.
14. Public Open Floor Space Areas: The Airport terminals, concourses, checkpoints, queuing areas, passenger loading bridges, sky-bridges, walkways, halls, stairs, automated people mover and other movement areas are public open floor space areas. Porterage and deep cleaning of the public open floor space areas must meet the standards listed herein for floor finishes, walls, stairs, halls, brightwork, drinking fountains, seating, diffusers, windows, and glass, etc. shall be maintained at acceptable cleaning levels always and free of trash. The public open floor space areas shall be ported as necessary to ensure that acceptable standards are maintained always. The CONTRACTOR may have to adjust porting frequencies at various times and at various locations to accommodate the conditions and usage patterns in the terminals and concourses throughout the term of the Agreement. Porterage and deep cleaning shall be done to ensure the Airport facilities

present a clean image to the traveling public and other users of the Airport and is free of dust, dirt, debris, scuff marks, stains, soil, film, trash, wet and dry spills, and odors.

15. Public Restrooms: Public restrooms shall be kept clean and floors should not become dull. Waste receptacles are to be emptied and spot cleaned, trash is not allowed to overflow. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range will be properly cleaned, sanitized, rinsed, and dried spot-free. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains. Dispensers shall not run out of supplies. Supplies will only be stocked or stored in designated locations. Sharps needle disposal containers shall be removed and properly disposed of when full and replaced with a new container. Spot clean light switches, doors, and walls. All restroom mirrors, basins, shelves/counters, brightwork, and stainless steel or solid surface partitions shall have a clean and polished appearance. Solid surface materials shall not become stained or dingy. Floor and wall tile shall be maintained to standards listed herein and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, trash receptacles, and all other permanently fixed equipment or finishes to prevent the buildup of odor-causing bacteria. Restrooms will be deep cleaned every night using a touch-free restroom cleaning machine i.e. Kaivac. Air fresheners should not be used in lieu of proper cleaning. If Air fresheners are used they should be maintained to ensure continued fresh and pleasant smelling facilities. Special care shall be given to prevent standing water and slick surfaces and the CONTRACTOR shall use appropriate signage and barricades to protect against slip and falls. Flooding of restroom surfaces is not acceptable. Portering of public restrooms shall be accomplished to provide for the least impact on the traveling public and to maintain restrooms at the highest level of cleanliness possible to ensure the standard is met. Frequencies for portering are to be scheduled by the CONTRACTOR as necessary to meet or exceed the standard. High usage restrooms may require continuous portering services during portions of the day to meet the required standards. Closure of the public restrooms shall only be allowed during the agreed-upon hours with the COUNTY and the CONTRACTOR shall coordinate restroom closures to have the least amount of impact on the traveling public.

- a. The CONTRACTOR shall notify the Airport Maintenance Call Center to report any inoperable fixtures within the restrooms as it is discovered. In addition, the CONTRACTOR shall perform operational checklist inspections of all fixtures in restrooms each day and report prior to 8:00 PM any discrepancies to the Airport Maintenance Call Center.
16. Sacramento International Airport Concourse and Terminal B: The Department's CONTRACTOR is to provide custodial services to the standards included in this RFP. See Attachment "E" for required areas.
17. Sacramento International Airport Concourse and Terminal A: The Department's CONTRACTOR is to provide custodial services to the standards included in this RFP. See Attachment "F" for required areas.
18. Ancillary Buildings: The Department's CONTRACTOR is to provide custodial services to the standards included in this RFP. See Attachment "G" for required cleaning schedule for required areas.
19. Rental Car Building: The Department's CONTRACTOR is to provide custodial services to the standards included in this RFP. See Attachment "H" for required cleaning schedule for required areas.
20. Security Exit Lane Doors: The CONTRACTOR shall clean the security exit lane doors daily and as needed.
21. Transportation Security Administration: The Department's Lease Agreements with the Transportation Security Administration provide for daily custodial services to be provided by the Department's CONTRACTOR for the two (2) checkpoints and Federal Inspection Station (FIS) areas.
22. Customs and Border Protection: The Department's CONTRACTOR is to provide daily custodial services in Customs and Border Protection office areas to the standards included in this RFP.

EE. TECHNOLOGY:

1. CONTRACTOR shall provide and use a COUNTY approved web-based Custodial Management Software Program (Program) to manage custodial activity, measure performance, and track

compliance to deliver effective, efficient and sustainable results across the facility. The CONTRACTOR shall provide COUNTY with direct access to the reporting capabilities and other features of the Program and will provide training in the use of the Program to up to five (5) COUNTY employees.

2. The Department installed the "Restroom Alert System" in each public restroom and family room. This system allows passengers to anonymously notify custodial staff via text, if something is not working, supplies are needed, or general comments on the condition of the restroom. The text is sent to the custodial supervisor on duty's cellphone, who then notifies the assigned custodian of the custodial issue or if it is a maintenance issue who then notifies the assigned custodian of the issue. The passenger receives a text automatically thanking them and letting them know that issue will soon be resolved. Monthly, a report is generated to the COUNTY and the Custodial Manager, providing information on the number of texts received, nature of the text, where and when they occurred, and the length of time it took to resolve the issue. This will be part of the QCR assessment. The cost of the system is paid for by the Airport. CONTRACTOR will utilize this and any future technology.

IV. TERM AND EFFECTIVE DATE OF THE AGREEMENT

The Department intends to award the Agreement that will begin on July 1, 2021. The initial term of the Agreement will be for five (5) years, with one (1) option to extend the term for five (5) years, for a possible total term of ten (10) years.

V. HOW TO OBTAIN A REQUEST FOR PROPOSALS (RFP)

Complete sets of the RFP are available free of charge by visiting our website at http://www.sacramento.aero/scas/opportunities/bids_and_requests/. Hard copy sets of the RFP are available by submitting an email request to Sherrie Antonio at AntonioS@Saccounty.net between 8:00 a.m. and 3:00 p.m. PST, Monday through Friday. All email requests must include the following information:

- A. NAME OF REQUESTOR
- B. MAILING ADDRESS OF REQUESTOR

C. PHONE NUMBER OF REQUESTOR

VI. DEADLINE

Submit one (1) original and five (5) hard copies of the submittal, along with one (1) digital pdf copy (Adobe Acrobat or compatible program) of the submittal, in a sealed envelope clearly marked, "**Statement of Qualifications and Experience for Custodial Services**", at the location and by the deadline stated below. All late responses will be rejected.

Date: Friday, March 5, 2021
Time: 2:00 PM Pacific Standard Time
Location: Sacramento County Department of Airports
Attention: Sherrie Antonio
6900 Airport Boulevard
Sacramento, CA 95837-1109

VII. MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory on-line Pre-Proposal Conference is scheduled for **February 5, 2021**. Due to the pandemic, this conference will be via Skype and will be held from **9:00am to 10:30am PST**. The purpose of the conference will be to discuss the requirements and objectives of this RFP. Airport representatives will be available to answer questions. Please email Sherrie Antonio at AntonioS@saccounty.net to attend the Pre-Proposal Conference. **Attendance Confirmation will be accepted for the Pre-Proposal Conference through February 3, 2021 at noon.** .Your e-mail confirmation shall include your firm's name and the names, phone numbers and email addresses of those who will attend. Attendance will be verified using this information. Once received, calendar invites will be sent to the attendees with the necessary log on information. Failure to attend the Mandatory Pre-Proposal conference as scheduled above will disqualify your proposal from award consideration.

VIII. FORMAT OF PROPOSALS

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

A. COVER LETTER FOR PROPOSALS:

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

1. Name and address of CONTRACTOR;
2. Name, telephone number, and e-mail address of a contact person;
3. Name, title, address, telephone number, and e-mail address of the individual(s) with authority to execute a binding agreement on behalf of the CONTRACTOR;
4. Understanding of work to be performed, the commitment to perform the work, and why the CONTRACTOR believes it is the best qualified in this request;
5. Acknowledgement of any Addenda that may be issued;
6. Acknowledge review of the proposed Agreement form provided as Attachment A to this RFP and incorporated herein;
7. Include a statement the CONTRACTOR agrees to the Agreement format, its content and all requirements as presented including professional liability insurance limits; and
8. State other general information, which the Proposer desires to include regarding the Proposer's business organization.

B. EXECUTIVE SUMMARY:

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

C. REQUIRED DOCUMENTATION AND FORMS:

In addition to the Cover Letter, the following documentation and forms must be completed and included with the proposal and received by the Department by the proposal due date:

1. One (1) un-bound, reproducible original proposal marked "Original";
2. Five (5) printed and bound copies of the proposal; The Proposal submittal shall be securely bound and consist of the following documents in the sequence shown in sections **VIII**, **IX**, **X**, **XI**, and **XII** below. Insert a set of tabs to identify each part of the Proposal to facilitate quick reference.
3. A digital pdf copy (Adobe Acrobat or compatible program) of the submittal;
4. County of Sacramento Contractor Certification of Compliance Form provided as Attachment I to this RFP and incorporated herein; and
5. Contractor Identification Form provided as Attachment J to this RFP and incorporated herein.

D. PAGE LIMIT

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

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

1. Cover page;
2. Cover letter;
3. Staff Resumes;
4. Contractor Team Organization Chart;
5. County of Sacramento Contractor Certification of Compliance Form provided as Attachment I to this RFP and incorporated herein; and
6. Contractor Identification Form provided as Attachment J to this RFP and incorporated herein.

IX. MINIMUM QUALIFICATIONS

- A. The following section describes the minimum required information that must be submitted with each Proposal. Incomplete Proposals will be rejected. It is the Proposer's responsibility to incorporate all pertinent information to effectively present a Proposal and to communicate the Proposer's qualifications. All Proposers are required to thoroughly review all Attachments detailing services required, specifications, required reports and related drawings.
1. Successful proposers will have five (5) or more years of continuous experience within the last ten (10) years in the ownership, management, or operation of a company that provides custodial/janitorial services in an airport or mall-like environment that includes a multi-shift (24/7) operation and where the square footage maintained exceeds 500,000.
 - a. ("Airport or Mall like" is defined as a space that people are continuously using/moving through where custodial services happen during and after normal operations)
 2. Successful proposers must maintain insurance and worker's compensation policies that meet or exceed the minimum requirements of the COUNTY.
 3. Successful proposers must maintain a qualified business license prior to execution of an agreement.
 4. Submit full and complete answers in response to questions in this RFP, numbered consecutively, with all requested information attached. Use additional forms and provide as much written text as necessary to effectively communicate the proposed concept and qualifications.
 5. Provide written clarification or additional information within two (2) business days of request to any written request for such information by the COUNTY during the Proposal review and evaluation process.
 6. Submit a complete proposal.
 7. Attend the pre-proposal conference.

X. STATEMENT OF QUALIFICATIONS

The selected proposer must successfully demonstrate the capability to provide custodial/janitorial services in an airport or mall-like environment that includes a multi-shift (24/7) operation and where the square footage maintained exceeds 500,000. Proposals to this RFP should contain sufficient information to demonstrate qualifications and experience, cite previous examples of success and must respond to the following questions and include the following information:

A. COMPANY QUALIFICATIONS

1. Describe the company and how it meets the minimum requirements of this RFP;
2. Provide information on your company's estimated market share in the Custodial Services market;
3. Do you have an independent market study to support this? If so, provide a copy;
4. Who are your major competitors and how do you differentiate yourself from them;
5. Explain how you will provide COUNTY a value added advantage in service and technology; and
6. Provide a complete list of at least five (5) clients for which the respondent is currently providing custodial/janitorial services and briefly identify the specific services provided and indicate the expiration date of the term of the agreement(s).

B. APPROACH, SCOPE AND TIMELINE:

Provide a proposed approach and projected timeline to conduct and complete each step in the Scope of Work.

C. EXECUTIVE SUMMARY:

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

D. PROPOSED MANAGEMENT AND OPERATIONS PLAN:

Safety, reliability, customer service, quality, value and speed of service, are primary concerns of the COUNTY. Proposers shall submit sufficient information to allow the selection committee to evaluate how your management structure and operating plan will achieve the goal of operating a high quality operation including: a description of the training program for supervisors and custodians, and how the CONTRACTOR intends to handle quality control, including inspections, rating systems and corrective action.

E. PROPOSED MANAGEMENT AND OPERATIONS PLAN:

Safety, reliability, customer service, quality, value and speed of service, are primary concerns of the COUNTY. Proposers shall submit sufficient information to allow the selection committee to evaluate how your management structure and operating plan will achieve the goal of operating a high quality operation including: a description of the training program for Supervisors and Custodians, and how the CONTRACTOR intends to handle Quality Control, including inspections, rating systems and corrective action.

F. PROPOSED STAFFING PLAN:

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

1. Proposed Project Manager: person's name, qualifications and years of experience;
2. Employee experience requirements, average hourly wages, and benefits;
3. Methods for attracting and retaining qualified employees at the appropriate staffing levels, including incentive and/or merit programs;
4. Number of staff, by job category, needed to perform scope of work;
5. Standards of conduct;
6. Uniform specifications and appearance standards; and

7. Proposed 24/7 multiple shift staffing schedule (include all positions and days off).

G. FINANCIAL BACKGROUND INFORMATION:

1. Include the following historical financial information for the proposing entity and any joint venture or affiliate entities:
 - a. Balance sheet and income statements for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of Proposer entity;
 - b. Include an interim balance sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements;
 - b. Describe ownership of the proposing entity; and
 - c. Bank, trade and personal references.
2. Fee Schedule - Proposer shall provide a proposed Fee Schedule.

H. TECHNOLOGY:

1. In detail please outline your company's use of technology to support:
 - a. Monitoring;
 - b. Cleaning; and
 - c. Measuring.
2. In addition, what computerized maintenance management programs (if any) would your company use at COUNTY facilities?
3. What type of reports could the COUNTY expect from your company?
4. Please provide sample reports and how frequently they can and would be produced.

I. EQUIPMENT:

Describe/list equipment to be utilized ranging from "Day Porter" to heavy cleaning and detailing.

XI. FEE STRUCTURE

Please include the hourly rates for the project. Clearly identify any overhead multipliers or other fees not covered by the stated hourly rates, if applicable. The terms of the resulting Agreement will be subject to negotiation with the successful entity. Include anticipated hours for all employees proposed and justification of hours to complete the Scope of Work.

XII. TRANSITION PLAN

Proposals must include a description of your transition plan that would be implemented to ensure a smooth transition in custodial services from the current service provider

XIII. REFERENCES

Provide the name, title, address, e-mail address and telephone number of at least four (4) clients or individuals with direct experience with your firm who can be contacted to provide a reference. Note that the Department reserves the right to contact past or current clients not listed as references.

XIV. PROPOSAL COST & SCOPE

Please include the following in your response:

A. FINANCIAL BACKGROUND INFORMATION:

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

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

3. Bank, trade and personal references.

B. FEE SCHEDULE:

Proposer shall provide a proposed Fee Schedule. The terms of the resulting agreement will be subject to negotiation with the successful entity. The Agreement will be executed using the Departments' standard agreement, in the form attached as Attachment A.

XV. RFP TIMELINE

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

DATE	ACTION
January 22, 2021	Issuance of RFP
February 5, 2021	Mandatory pre-proposal conference
February 16, 2021	Deadline for submitting questions
February 22, 2021	Addenda issued (if necessary)
March 5, 2021	Proposal due date
March 12, 2021	Interview invitation letters sent to proposers (if necessary)
March 18, 2021	Proposer Interviews (if necessary)
March 24, 2021	Award recommendation letters sent to proposers
May 18, 2021	Recommendations of selection presented to County Board of Supervisors
May 25, 2021	Pre-Agreement Meeting (if necessary)
July 1, 2021	Effective Date of Agreement With Selected Proposer(s)

XVI. EVALUATION OF QUALIFICATIONS

The RFP evaluation process will include a specific focused review of each Proposal. Each Proposal will be evaluated against other Proposals received. Written proposals must be formatted and tabbed in the order indicated above. Clearly indicate all proposed services offered and the projected price.

Proposals will be evaluated based on the following criteria:

Section	Percent of Total Score
Fee Schedule	20%
Company qualifications	20%
Proposed Management and Operations Plan	20%
Proposed staffing plan	20%
Technology	15%
Equipment	5%

Upon completion of this review, the review panel retains the right to invite a short list of respondents for an interview and/or a short presentation.

The Department will enter into negotiations with one (1) of the respondents based on evaluation of both the written responses and performance during the interview.

The Department reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. Only those firms or individuals judged by the Department to demonstrate suitable competence in the subject area will be considered for selection.

XVII. QUESTIONS

All inquiries regarding this RFP must be directed in writing, via e-mail to Sherrie Antonio at AntonioS@sacounty.net no later than February 16, 2021 at 2:00 PM, Pacific Standard Time. If modifications or clarifications to this RFP are necessary, the Department will post an addendum to our website at http://www.sacramento.aero/scas/opportunities/bids_and_requests/.

Contact with any COUNTY representative (other than the designated contact person) during this solicitation process is cause for disqualification.

XVIII. CONDITIONS

A. FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS

The CONTRACTOR shall, at all times during the term of the Agreement, comply with the provisions, of the "FAA General Contract Provisions for Solicitations" (FAA Contract Provisions) and any subsequent revisions, updates

or amendments hereto. A copy of the current FAA Contract Provisions is provided as Attachment D to this RFP and incorporated herein.

B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The County of Sacramento encourages all business, including those owned and controlled by one or more socially and economically disadvantaged individuals that can provide the desired consulting services, to submit their Proposal. 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 either 916-324-1700 or 866-810-6346. You may also visit the following website: <http://www.dot.ca.gov/hq/bep/index.htm>

C. DEPARTMENT'S RIGHT TO NEGOTIATE AGREEMENTS

The Department reserves the right to negotiate Agreements with companies outside of the RFP process, even if such companies did not participate in the RFP process.

D. AMERICANS WITH DISABILITIES ACT

The Department is required by the Americans with Disabilities Act to make all of its public meetings accessible to persons with disabilities.

E. CALIFORNIA PUBLIC RECORDS ACT

Notwithstanding any other claim of confidentiality or assertion that information is proprietary in an entity's submission, any entity submitting their Proposal acknowledges that Sacramento County is subject to the disclosure requirements of the California Public Records Act (Government Code Section 6251, et seq) (CPRA) and that any documents provided by CONTRACTOR to the COUNTY will ultimately be considered public records, as defined in Government Code Section 6252 subject to disclosure under the CPRA, provided, however, that COUNTY shall give written notice to the entity at the address included in its submission of any request for the disclosure of such records, together with a copy of the CPRA request. If the entity does not consent to such disclosure, then the entity shall have five (5) days from the date it receives such notice to enter into an agreement with the COUNTY, satisfactory to the County Counsel,

providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by COUNTY in any legal action to compel the disclosure of such information under the CPRA. The entity shall have sole responsibility for providing the defense against disclosure of such documents. The parties understand and agree that any failure by the entity to respond to the notice provided by COUNTY and / or to enter into an agreement with COUNTY shall constitute a complete waiver by the entity of any rights regarding the nondisclosure of such documents and such information shall be disclosed by COUNTY pursuant to applicable procedures required by the CPRA.

Without regard to the foregoing, it is the COUNTY'S policy that responses submitted by CONTRACTOR are public records once a recommendation from the selection committee has been made to the County Board of Supervisors.

F. TAXATION

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

G. NO CONFIDENTIAL OR PROPRIETARY INFORMATION

All information given to the Department or the Review 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. Under the laws of the State of California and the federal Freedom of Information Act, a Proposal submitted may be considered a public record after the selection of a CONTRACTOR and execution of the Agreement and, will be available for inspection and copying by any person after award of the Agreement. Evaluation scoring forms used by the Selection Committee are likewise considered public information subject to the California Public Records Act (California Government Code Sections 6250 through 6276.48) and the federal Freedom of Information Act, and will be available upon request after execution of an Agreement for services pursuant to this RFP.

XIX. BACKGROUND CHECKS

The CONTRACTOR'S staff that will be working on-site unescorted, or who require access to COUNTY systems must pass the airport background check.

XX. NOVEL CORONAVIRUS (COVID-19) GUIDELINES COMPLIANCE

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Department of Industrial Relations, Division of Occupational Safety and Health, and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention for the protection of workers, including regulations concerning education, training, routine cleaning and the use of Personal Protective Equipment (PPE) at the workplace (collectively, "Guidelines").

Attachments:

- A. *Agreement for Custodial Services*
- B. *Best Management Practices*
- C. *Excel Spreadsheet Example*
- D. *Fee Schedule Example*
- E. *Sacramento International Airport Concourse and Terminal B Drawings*
- F. *Sacramento International Airport Concourse and Terminal A Drawings*
- G. *Ancillary Buildings*
- H. *Rental Car Facility*
- I. *County of Sacramento Contractor Certification of Compliance Form*
- J. *Contractor Identification Form*
- K. *FAA General Contract Provisions for Solicitations*

Attachment A
AGREEMENT FOR CUSTODIAL SERVICES

Attachment A

AGREEMENT FOR CUSTODIAL SERVICES, SACRAMENTO INTERNATIONAL AIRPORT, COUNTY OF SACRAMENTO

THIS AGREEMENT is made and entered into as of this _____ day of _____ 2021, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and _____, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the County of Sacramento is the owner of Sacramento International Airport hereinafter referred to as "Airport"; and

WHEREAS, the Department of Airports, hereinafter referred to as "Department" requires assistance in the performance of custodial services at Airport; and

WHEREAS, the Department desires to engage CONTRACTOR for the provision of the custodial services at Airport, and

WHEREAS, Section 71-J of the Sacramento County Charter allows for the Board to contract for the provision of COUNTY services for reasons of economy and efficiency; and

WHEREAS, the provisions of Section 71-J of the Sacramento County Charter are applicable to contracts for custodial services because COUNTY civil service employees, primarily custodial workers, are currently providing those types of services; and

WHEREAS, Section 71-J permits the COUNTY to contract for COUNTY services for reasons of economy and efficiency if displacement of current civil service employees does not occur, and if such contracts are awarded through a competitive selection process, and if the COUNTY has met and conferred with any organization that represents COUNTY employees who perform the type of services to be contracted; and

WHEREAS, no current civil service employees will be displaced as a result of entering into the Agreement; and

WHEREAS, CONTRACTOR satisfied the requirement for award of the Custodial Services Agreement through a publicized, competitive bidding process; and

WHEREAS, via Resolution # ____-____, the Sacramento COUNTY Board of Supervisors authorized the Director of Airports, hereinafter referred to as "Director", to execute and amend the Custodial Services Agreement with CONTRACTOR; and

WHEREAS, pursuant to Government Code Section 2.61.160, Director, is authorized to execute and amend a contract for professional services as set forth herein; and

WHEREAS, pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten (10%) percent of the annual payment amount or twenty five thousand dollars and 00/100ths (\$25,000); 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**

This Agreement shall be effective and commence as of July 1, 2021 and shall end on June 30, 2026.

The COUNTY shall have one (1) separate five (5) year option to extend the Term. If COUNTY elects to extend the Term, COUNTY will provide notice to CONTRACTOR at least sixty (60) days prior to the expiration of the Term. Any extensions to the term must be mutually agreed to by the Parties in writing.

III. NOTICE

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

TO COUNTY

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

TO CONTRACTOR

Name _____
Address _____

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

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

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

- 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 CONTRACTORS assigned personnel under the terms and conditions of this agreement.
- 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 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.

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 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. GOOD NEIGHBOR POLICY

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

5. Removal of graffiti within seventy-two (72) hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY'S individualized assessment of CONTRACTOR'S facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR'S compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by Director.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR'S site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

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

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

XVIII. INDEMNIFICATION

- A. 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.

- B. CONTRACTOR shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party.
- C. 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.
- D. 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.
- E. The provisions of this indemnity shall survive the expiration or termination of the Agreement.

XIX. 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.

XX. 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.

XXI. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXII. LEGAL TRAINING INFORMATION

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

XXIII. SUBCONTRACTS, ASSIGNMENT

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

XXIV. AMENDMENT AND WAIVER

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

This Agreement may be amended to increase the maximum payment amount; provided, however, that such increase shall not exceed the lesser of ten (10%) percent of the annual payment amount under this Agreement or twenty five thousand dollars and 00/100ths (\$25,000).

XXV. SUCCESSORS

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

XXVI. TIME

Time is of the essence of this Agreement.

XXVII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions

shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

XXVIII. DIRECTOR

As used in this Agreement, "Director" shall mean the Director of the Department of Airports, or his/her designee.

XXIX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within fifteen (15) calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXX. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to

CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY'S yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXXI. REPORTS

CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXXII. AUDITS AND RECORDS

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

XXXIII. PRIOR AGREEMENTS

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

XXXIV. SEVERABILITY

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

XXXV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, pandemic, or other disasters, whether or not similar to the foregoing, and acts or

omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVI. SURVIVAL OF TERMS

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

XXXVII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

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

XXXVIII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XXXIX. FAA ASSURANCES

CONTRACTOR will, at all times during this Agreement, comply with the provision of the "Airport Sponsor Assurances" (Assurances) and any subsequent revisions, updates, or amendments thereto. A copy of the current Assurances is attached as EXHIBIT D and incorporated herein by this reference. The provisions of the Assurances may change during the term of this Agreement, and those changes will be

incorporated into this Agreement without the necessity of a formal amendment. COUNTY is not responsible for notifying CONTRACTOR of any changes to the Assurances. CONTRACTOR is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website. [Please see https://www.faa.gov/airports/aip/grant_assurances/media/airport-sponsor-assurances-aip.pdf]

XL. FAA CONTRACT PROVISIONS

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

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

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

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

By: _____
Cynthia A. Nichol,
Director of Airports

By: _____

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____
Diane McElhern,
Deputy County Counsel

Date: _____

Attachments:

Exhibit A – Scope of Services
Exhibit B – Insurance Requirements for Contractors
Exhibit C – Fee Schedule
Exhibit D – FAA Assurances
Exhibit E – FAA Contract Provisions

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

SCOPE OF SERVICES

I. SERVICE LOCATION(S)

Facility Name(s): Sacramento County Department of Airports
Street Address: 6900 Airport Boulevard
City and Zip Code: Sacramento, CA 95837

II. DESCRIPTION OF SERVICES

This Exhibit A provides the scope of services and requirements applicable to this Agreement followed by the additional information and requirements required for each specific location.

The contracts resulting from this Agreement will be managed by the COUNTY.

CONTRACTOR shall engage in quarterly business reviews with the COUNTY to review and discuss performance and business issues as needed.

The COUNTY is seeking a CONTRACTOR who can render services in accordance with the following:

- Effective and efficient staffing
- Systemized, professional, and consistent processes
- Reliable and responsive services
- Health, safety, and environmental focus
- Positive customer experience
- Transparent pricing and billing
- Innovation

For purposes of this scope and the resulting agreement(s), "consumables" and "supplies" required for cleaning and restocking by COUNTY staff for COUNTY facilities as described herein shall include, but not be limited to:

- All cleaning supplies
- Disinfectants

- Paper towels
- Toilet paper
- Hand soap
- Seat cover paper products

For purposes of this scope and the resulting agreement(s), "equipment" required for the performance of work as described herein and supplied by CONTRACTOR shall include, but not be limited to:

- Cleaning rags
- Wet floor signage
- Barricades
- Cleaning equipment
- Mops, brooms

A. GENERAL REQUIREMENTS

1. All employees or agents of CONTRACTOR shall be fully trained and qualified to perform the specified tasks in a satisfactory manner.
2. The COUNTY assumes no responsibility whatsoever for loss or damage to equipment owned or operated by the CONTRACTOR, its agents, or employees.
3. The CONTRACTOR shall assign a service/support representative who will be responsible for managing services as specified herein, including escalation management as may be applicable.
4. CONTRACTOR employees shall submit to a background check. CONTRACTOR shall pay for all fees for background checks and badging. Certain CONTRACTOR employees may be barred from working based on the results of the background check or other conditions as required by the COUNTY. The COUNTY will not disclose the details regarding why a particular individual is barred.
5. Employee Appearance: CONTRACTOR'S employees shall wear uniforms that uniquely identify the employees as providing custodial services and that are approved by the COUNTY. Uniforms must consist of a collared shirt with CONTRACTOR'S logo, pants, closed-toe shoes that are industry standard for non-slip. If jackets or sweaters are worn, they must coordinate with the uniform and bear clearly the CONTRACTOR'S identification.

Employees shall be in an approved uniform that is clean, groomed and neat, and free from tears, holes, frayed edges, and body odor. Employees shall project a professional, neat, and clean appearance always.

6. The COUNTY reserves the right to request reassignment or removal of the CONTRACTOR'S employees.
7. CONTRACTOR'S staff is prohibited from using tobacco and vaping products in public areas. The use of illegal drugs, including marijuana and/or alcohol is prohibited on COUNTY premises.

B. CONSUMABLES AND SUPPLIES

1. Most consumables and supplies, including toilet paper, hand soap, paper towels, seat covers, cleaning supplies, etc., will be delivered and stocked at each custodial closet.
2. Supply ordering will be done through the COUNTY.

C. BUILDING SECURITY

1. Keys will be issued for locations requiring custodial services and will be provided to the CONTRACTOR as necessary. CONTRACTOR shall guarantee that the buildings/sites are securely locked at all times during and after work is performed. Lost keys shall be immediately reported to the COUNTY. COUNTY will charge CONTRACTOR \$50.00 for each lost key. Furthermore, the CONTRACTOR shall reimburse the COUNTY for all associated costs of re-keying any or all locks. CONTRACTOR will be subject to a quarterly key audit.
2. The CONTRACTOR'S employees shall not prop open building doors. If a situation requires a door to be propped open (i.e., delivery of equipment, etc.), a CONTRACTOR'S employee must supervise the propped open door at all times in accordance with Airport Security Regulations.
3. The CONTRACTOR shall lock all doors and windows that provide access to any facility or office when cleaning is completed.

D. SAFETY AND TRAINING

1. All work shall be accomplished in accordance with these specifications and in conformance with all applicable California Occupational Safety and Health Administration (Cal/OSHA) standards, rules, regulations, and orders established by the Federal Government, State of California, County of Sacramento and Airport rules and regulations
2. CONTRACTOR shall provide ongoing comprehensive training for its employees. All CONTRACTOR employees shall be trained in methods and materials for general cleaning such as restroom care, carpet care, hard surface floor care, and special area cleaning. The CONTRACTOR shall comply with all Federal, State, and Local workplace safety regulations to include all Cal/OSHA requirements and employee protections. Training programs shall include, but not be limited to, injury and illness prevention program (IIPP), workplace safety, safety data sheets, Cal-OSHA regulations, and Airport rules and regulations, bio-hazard cleanup, and all other applicable safety regulations. Initial and recurrent training records shall be provided to the COUNTY. Training provided for custodial staff under this agreement will be provided monthly to the COUNTY.
 - a. The CONTRACTOR must provide any required Personal Protective Equipment (PPE) to employees and must ensure that all PPE is used and maintained in a sanitary and reliable condition.
 - b. The CONTRACTOR must utilize cleaning methodologies and PPE to prevent/minimize cross-contamination.
 - c. The CONTRACTOR shall employ employees that are trained in biohazard cleaning and methodology (i.e. needles, blood, etc.).
 - d. The CONTRACTOR shall develop, implement, and maintain an operations and maintenance safety plan. This plan shall be subject to review and approval by the COUNTY.
 - e. The CONTRACTOR shall develop, implement, and maintain a job hazard analysis. This plan shall be subject to review and approval by the COUNTY.

- f. The CONTRACTOR shall develop, implement, and maintain an evacuation plan. This plan shall be subject to review and approval by the COUNTY.
- g. All of the CONTRACTOR'S employees must be able to speak, read and write in English with sufficient fluency to take direction and perform assigned tasks unassisted
- h. The CONTRACTOR shall provide details of comprehensive training for all employees. Training shall include methods and materials for restroom care, general cleaning, carpet care, hard surface floor care, and special area cleaning as well as spills and safety in the workplace. Initial, recurrent, and ongoing training records shall be provided to the COUNTY on a frequency that keeps records up to date.

E. HAZARDOUS WASTE

- 1. CONTRACTOR shall not improperly store, use, or dispose of hazardous materials on COUNTY property, nor cause, permit or allow any officer, agent, employee, contractor, permittee, or invitee of CONTRACTOR to improperly store, use or dispose of hazardous materials on COUNTY property. CONTRACTOR shall immediately notify COUNTY of any hazardous material release, which occurs on COUNTY property, regardless of whether the release was caused by or results from CONTRACTOR activities or is in a quantity that would otherwise be reportable to a public agency.
- 2. As used herein "hazardous materials" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any environmental laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any environmental law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or

affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

3. "Environmental laws" shall mean and include all Federal, State, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended. From time to time, and all implementing regulations, directives, orders, guidelines, and Federal or State court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all hazardous materials, including without limitation, all federal or state superfund or environmental clean-up statutes.

F. STORM DRAIN AND WATER COURSE PROTECTION

CONTRACTOR must abide by the rules of the Industrial General Permit (IGP) and the County of Sacramento Department of Airport Storm Water Pollution Prevention Plan (SWPPP). CONTRACTOR must follow the best Management Practice (BMP), Attachment B to this RFP, when clearing the curbs to ensure that the storm drain inlets are covered and all wash water is collected and disposed of to the sanitary sewer.

G. CLEANING REQUIREMENTS AND STANDARDS

1. Definitions

- a. Auto Scrubbing: Using a machine to clean hard floor surfaces or other related hard surfaces. Auto scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, and marks, or standing water, and the floor has a uniformly clean appearance.
- b. Brightwork: Polished leading edges or plated metalwork.
- c. Clean: The act of removing dirt and other

impurities from a surface, if required.

- d. Damp-mop: Using a moist mop to remove all dirt, dust, spots, streaks, stains, smudges, litter, gum, hard water deposits, and other extraneous matter from a floor or similar surface. A satisfactorily damp mopped floor is free of dirt, dust, marks, film, streaks, debris, and/or standing water. The CONTRACTOR will provide enough barricades, traffic cones, and proper slip hazard signs for each floor area being cleaned to adequately protect the public and/or passersby. Water is to be renewed/changed when changing between areas.
- e. Disinfect: Cleaning in a manner that destroys harmful micro-organisms by the application of an approved chemical agent.
- f. Dispenser: A mechanical device attached to a restroom wall or partition, which is used to dispense soap, towels, feminine hygiene products, toilet paper, toilet seat covers, etc.
- g. Dust Mop: Using a dry mop to pick up and remove loose contamination and soil from the surface of a hard floor or similar surface. A satisfactorily dust mopped floor is free of all dirt, dust, lint, and debris. The selected CONTRACTOR shall use appropriate tools and methods to mitigate airborne contaminants.
- h. Fixture: Toilets, urinals, sinks (including faucets), counters and backsplashes, or any other device attached to a restroom wall, floor, or ceiling.
- i. Hard surface: Brick, terrazzo, ceramic tile, marble, etc.
- j. Partition: A barrier between restroom stalls and walls or dividers within a facility that does not touch the ceiling.
- k. Sanitize: To bring to a state of cleanliness.

- l. Scrub: Vigorous cleaning performed by a machine or by hand with a scrub brush. Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, and marks, or standing water, and the floor has a uniformly clean appearance. For floor care, the scrubbing method used must be sufficient to clean all grout and/or uneven floor surfaces.
- m. Spot Clean: Cleaning areas that contain dirty spots, fingerprints, stains, smudges, etc., with an approved cleaner without causing discoloration, staining, or damage.
- n. Spray Buff/Burnish: A method of touching up areas of flooring where the finish is dull. Using a floor polishing machine, synthetic fiber pad, and spray equipment, dull areas are sprayed with a fine mist of floor finish and immediately buffed.
- o. Vacuum: Completely removing lint, dust, loose soil, and debris from a surface, using a commercial grade vacuum cleaner with a High Efficiency Particulate Air (HEPA) filter.
- p. Wet and Dry Spills: Must be sanitized, disinfected as needed, and dried immediately. Wet floor signage shall be placed around the area while cleaning is in progress.
- q. Wet Mop: Same as "damp mop" except that the mop is soaked with water to remove gum, tar, and similar substances from a floor or similar surface.
- r. Wipe: Using a damp cloth, wipe a designated surface to remove all dirt, dust, lint, spots, smudges, etc.

2. Surface Cleaning Standards:

The CONTRACTOR shall clean COUNTY facilities in accordance with the following cleaning standards.

- a. Drinking Fountains, Checkpoint Liquid Drain Stations, and Hydration: Drinking fountains and bottle filling stations shall be free of streaks, stains, spots, smudges, scale, and other removable soil, and present a uniformly bright appearance. Clean and disinfect all polished metal surfaces including the orifices and drain. Care shall be taken to prevent overspray or damage to other surrounding finishes or walls. Surrounding walls, floors, and other surfaces shall be kept clean and free of streaks, water spots, and stains.
- b. Dusting: A properly dusted surface is free of all dirt and dust, streaks, lint, and cobwebs. Dusting will be accomplished with properly treated cloths and apparatuses. All sensitive and electronic surfaces will be avoided. No personal or individual office equipment or supplies will be moved or disturbed.
- c. Glass Cleaning: Glass is clean when all glass surfaces are without streaks, film, deposits, and stains, and have a uniformly bright appearance and adjacent surface including mullions and window sills have been wiped clean. Glass cleaning work shall include handrails, barriers, and escalators and be accomplished with the least possible interference to Airport passengers and operations.
- d. Metal Cleaning: All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance, free from spots, fingerprints, smudges, and streaks. All auto tracks, thresholds, and jams should be cleaned.
- e. Plumbing Fixtures and Dispenser Cleaning: Plumbing fixtures (i.e. toilets, sink basins, urinals, faucets, etc.) and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor, or stains and has a bright and uniform appearance. Care shall be taken to ensure that the cleaning process does not harm, dull, or mar chrome finishes and does not scratch porcelain fixtures, and does not harm or stain finishes of walls or stalls.

- f. Porcelain Cleaning: All stains from porcelain fixtures should be cleaned with a pumice stone or white/green scouring pads.
- g. Public and Courtesy Telephones/Surfaces: Public telephones and surrounding areas shall present a clean appearance free of dust, dirt stains, debris, graffiti, and smudges. Telephones shall be cleaned and sanitized and left with a uniformly bright appearance.
- h. Spot Cleaning Fabrics: All stains, gum, food debris, sticky substances (including unauthorized stickers), vomit, trash, biohazards spills, and other substances shall be removed from the fabric on chairs, benches, and other surfaces as necessary, using proper cleaning products that do harm the fabric fibers and ensure complete spot removal and cleaning and disinfection of cushions, underneath and in-between.
- i. Window Cleaning: The CONTRACTOR is responsible for the cleaning of all interior and exterior windows following the guidelines set for above in glass cleaning. All exterior window cleaning is performed from ground-based lifts until the Airport develops an operating procedures outline sheet. The CONTRACTOR shall ensure that all staff who utilize the lifts are trained and certified for each specific lift.

3. Floor Care Cleaning Standards:

The following standards are not to be construed as complete. Any items not specifically included but found necessary to properly care for all floor surfaces shall be included as though written into these specifications. In general, flooring shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. All floor cleaning should include space under and behind all furniture, waste receptacles, machines, etc. Stanchions shall be moved and placed back in the same configuration after work is completed. The CONTRACTOR is responsible for moving and replacing all

furniture and small items in the areas to be cleaned and for ensuring the items are returned to the original positions after cleaning. When auto scrubbing is utilized, the method must be sufficient to clean all grout and uneven floor surfaces. The CONTRACTOR should incorporate detail mopping of corners, edges, around furniture, plants, etc., and removing any water left behind from the machine. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day operations of COUNTY facilities.

- a. Carpet Floor Surface Standards: Carpets shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. Upon completion of routine work, the carpet shall be free of debris, soil, and dust and shall present a uniform and bright appearance when dry. Practices shall be implemented to prevent damage to carpet fibers. All carpets are to be maintained utilizing means and methods that are in accordance with manufacturers' recommendations. The utilization of cleaning and care methods prohibited by the manufacturers is forbidden. Deep cleaning of carpets shall be performed to remove embedded dirt and grime, to lift carpet pile, and to return carpets to a clean, bright, and uniform appearance. Ensure proper drying of carpets. Carpet odors are to be removed, and carpet is to be left smelling fresh and clean. All carpet coverings in public traffic areas shall be dry before daily operations begin. Interim cleaning shall be performed as necessary to provide for carpets to be free of spots and accumulated dirt and grime.
- b. Concrete Floor Areas: Concrete floor areas are to be swept free of all dirt, dust, and litter, and debris removed, and spot cleaned as required. Power wash and scrub concrete floor surfaces as needed to maintain surfaces free of embedded soiling, film, removable stains, gum, marks, and standing water. Trash containers, seating, and other moveable items will be shifted for a complete uniformly clean appearance. Dust and clean all ledges, edges, and maintain walls, railings, and windows per standards listed herein.

- c. Non-Terrazzo Hard Floor Surface Standards: Hard floors shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. The result of all hard floor cleaning procedures is to leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Care shall be taken to avoid damaging any hard floor surface irrespective of the cleaning technique employed.
- i. Hard floor surfaces that have been swept, mopped, or cleaned with an auto scrubber shall present a uniformly clean appearance with no evidence of surface spoilage or spotting.
 - ii. Floors should be dry prior to any metal objects being placed back on the floor so as not to allow any rust to form on the floor. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items.
 - iii. The CONTRACTOR is responsible for moving and replacing all furniture and small items in the area to be cleaned.
 - iv. All finished floor areas will be polished to a high sheen with an acceptable floor buffer or burnisher as needed to sufficiently maintain maximum gloss on flooring that does not have an intended matte finish. All residual dust from this process will be removed from the floor, edges, and baseboards, and surrounding surfaces will be buffed.
 - v. Terrazzo Floor Surface Standards: Terrazzo floors shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. The result of all terrazzo floor cleaning procedures is to leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains.
 - vi. Care shall be taken to avoid damaging any terrazzo floor surface irrespective of the cleaning and

polishing technique employed.

vii. All terrazzo floor surfaces shall be maintained in accordance with this RFP. Terrazzo floor finishes shall be polished in such a fashion to create or maintain a high level of gloss. No wax is allowed.

d. Walk Off Mats: The CONTRACTOR is responsible for the appropriate care and cleaning of the interior and exterior walk-off mats. After service, the mats shall be free of all visible lint, litter, and soil. The soil underneath entrance mats shall be removed, rubber backing shall be cleaned to prevent mats from shifting or "walking," and clean mats returned to their normal location.

H. AS-NEEDED SUPPLEMENTAL SERVICES:

1. The COUNTY may require the CONTRACTOR to perform additional custodial services on an as-needed basis. Supplemental services shall not be utilized for any core services that were unsatisfactorily performed, which the CONTRACTOR shall address at no additional cost.
2. The COUNTY will authorize supplemental services via a Supplemental Services Request letter or form in writing.
3. CONTRACTOR shall invoice separately for all supplemental work and provide back-up for the labor hours.
4. The CONTRACTOR shall furnish the COUNTY with completed supplemental work reports no later than seven calendar days following completion of the supplemental work.
5. The COUNTY shall compare CONTRACTOR invoices and completed supplemental work reports and, if necessary, make any adjustments.
6. Additional staffing: occasionally during a particularly high peak season such as holiday periods or sporting events, meetings where an unusually large number of passengers would be traveling through the airport, it may be required for the CONTRACTOR to add additional staff for a short time period.

I. TRANSITION PLAN

1. The time between the formal Agreement signing and July 1, 2021, is intended to allow CONTRACTOR sufficient time to meet with the COUNTY Department to prepare necessary routing, set up delivery schedules, gather invoicing information, obtain permits and licenses, complete any security checks and requirements, and coordinate with the COUNTY to have all aspects of the required service in place by July 1, 2021. Proposals must include a description of your transition plan that would be implemented to ensure a smooth transition in custodial services from the current service provider. The plan should provide details and a thorough implementation control schedule for systematically phasing in equipment and services with minimal disruption to the COUNTY facilities. The implementation control schedule must detail the process, dates, and locations (locations provided by the COUNTY) over a period of thirty (30) calendar days to complete implementation by June 30, 2021. The actual date of the implementation schedule submitted may be adjusted in accordance with an agreed start date determined upon signing of the agreement and COUNTY approval. Additional transition time may be requested by the CONTRACTOR. The implementation process shall be coordinated and executed in adherence to COUNTY approval of the implementation control schedule. Implementation project elements shall include, but not be limited to, a signed agreement, determine service requirements of the COUNTY, forecast/order/ship supplies, and equipment, supply control documents, conduct the local installation of equipment, and identify open issues. The CONTRACTOR shall provide a definitive deadline for the completed delivery of equipment within the prescribed implementation process period. The CONTRACTOR'S project manager must report to the COUNTY no later than 2:00 p.m. Pacific Time every Friday of the implementation period to report the status of the implementation process and to address any problems with the implementation process for any COUNTY Facility. In developing the transition plan, the CONTRACTOR should consider that the COUNTY strongly seeks to reduce disruption to customers during the transition period.
2. The CONTRACTOR will be provided a temporary office space and temporary storage space to assist with transitional needs, if needed.

3. CONTRACTOR shall cooperate fully with the COUNTY in the transition of management, maintenance, and operational services from the prior CONTRACTOR, if different.

J. AGREEMENT PHASE-OUT

Upon expiration/termination of the agreement or discontinuance of employment of any of CONTRACTOR employees working on the COUNTY agreement, all keys (clearly marked by site), security badging, and all other COUNTY issued equipment, office space, etc. shall be surrendered to the COUNTY.

K. BILLING AND INVOICING:

1. The agreement is based on productive hours and not a fixed price.
2. The Airport owns and maintains many different facilities that calculate differently in our rates and charges. To ensure that this required data is captured, separate invoicing is required for these facilities:
 - a. Sacramento International Airport Terminal A
 - b. Sacramento International Airport Terminal B
 - c. Sacramento International Airport Ancillary Buildings
 - d. Sacramento International Airport Rental Car Facility
3. The CONTRACTOR will electronically submit to the COUNTY monthly invoices within fifteen (15) calendar days of the previous month for payment of service performed. The monthly invoice shall include the name of the facility, hours worked for each job description and hourly rates for each job description. In addition to the monthly invoice, the CONTRACTOR will provide an electronically submitted Excel spreadsheet (see Attachment C) for each facility that shall include the facility's name, employee's name, employee's job description, employee's shift, the loaded hourly rate of pay, and daily productive hours worked.

L. GENERAL INFORMATION:

1. Over the past several years, Sacramento International Airport has experienced tremendous passenger growth due to the expansion of airline activity. With the recent onset of the worldwide Novel Coronavirus (COVID-19) pandemic, the airport has seen a major decrease in travel. As the aviation industry moves through these unprecedented times, it is expected to see passenger travel slowly find a new normal. The CONTRACTOR will need to be able to react quickly with trained staff to increase positions when the traveling public begins to feel confident in traveling. It will be the CONTRACTOR'S responsibility to be diligent in all areas of cleaning, sanitizing and disinfecting to assure the public and the airport that they are safe while working and traveling through the airport. This will include providing trained staff and electrostatic disinfecting cleaning equipment to be used on all shifts, on all touchpoints, at all facilities at no additional charge to the Airport.
2. The CONTRACTOR shall provide all labor, equipment, tools, material, and supplies except cleaning chemicals and paper products to perform services under this Agreement.
3. Improving Airport terminal cleanliness and enhancing customer satisfaction are high priorities for the COUNTY.

M. SCHEDULING:

1. CONTRACTOR shall provide adequate custodial staff, and supervision for each shift, 365 days a year.

Terminal A, the Rental Car Facility and the Ancillary Buildings custodial services are provided by County staff between the hours of 7:00am – 3:00pm.

2. Due to traffic patterns and safety concerns for the passengers, most heavy cleaning is done during non-flight operating hours. The Department from time-to-time may reschedule the work as deemed necessary to maintain the maximum cleaning levels of its facilities. During health emergencies such as COVID-19, some sanitizing should be done during the hours of customer presence to restore consumer confidence.
3. Monthly Shift Schedules by facility with employee names, shift,

and day off pattern will be submitted to the COUNTY before the first of every month. No more than a ten (10)% variance of employees working per day will be allowed. The number of employees working per shift must be approved by the COUNTY.

4. Any change in scheduling requested by the CONTRACTOR must be approved in advance by the COUNTY.
5. If the Airport deems it necessary to add, change, reduce, or discontinue custodial services at any facility(s) for any length of time, the CONTRACTOR shall be notified in writing.
6. The CONTRACTOR will provide a written quote to any additions prior to service being performed.

N. OVERTIME:

1. This is a time-based agreement which the services are provided on the basis of hourly rates and payments are made on the basis of productive time spent. The COUNTY will only compensate CONTRACTOR for productive work hours. Early and late clock-outs by staff that are submitted for payment must be entered into an "overtime (OT) log", that is provided to the COUNTY on a daily basis that includes the date of occurrence, start and end time of OT, duration of OT worked and the reason for the OT. It is expected that all work being performed by staff (whether cleaning or administrative) be accomplished during normal working hours. Acceptable reasons for OT would include but not limited to: covering a shift that is short of the agreed upon staffing, responding to an emergency (building flood, biohazard cleaning, etc.), and completing regulatory reporting (injury, emergency response, etc.) Unacceptable reasons include but are not limited to: OT worked by supervisory staff to prepare for a shift, early or late clock outs by staff for non-productive time, congestion at time-clock.
2. Rates of pay: Loaded rates may be adjusted on July 1st of each year of the agreement and are shown on the attached fee schedule. See Attachment D.

O. REPORTS:

1. All three Shifts will be required to send a shift report known as a "Pass down" of their staff's daily activities to COUNTY and

designated airport staff, the pass down will include the following: date, shift, names of supervisor, and lead on duty, list of each individual custodial assignment, status of projects and observations, incidents/accidents involving CONTRACTOR employees.

2. Daily restroom report, which includes daily inspection of each restroom, shall be turned in by the end of the third (3rd) shift daily.

P. IRREGULAR OPERATION AND EMERGENCY RESPONSE:

It is required under this Agreement that the selected CONTRACTOR shall respond to unusual or irregular operational requests, emergency calls, special meetings, drain back-ups, weather-related cleanup, or other unforeseen circumstances at no additional cost to the Airport. The Airport is a constantly changing, 24/7 environment, and unforeseen and irregular operations outside of the normal scope of work are to be expected. An emergency call is defined as a report of a condition or failure constituting an immediate danger to employees or property. This includes, but is not limited to, natural disasters, flooding, plumbing problems that caused flooding, leaking ceilings/roofs, and broken water pipes. The Airport's understanding is that large emergencies such as floods or sewer backups may pull the selected CONTRACTOR'S employees from other non-critical duties for the duration of the cleanup. The CONTRACTOR shall respond immediately to all emergency calls. The use of proper safety gear, signage, or barricades shall be used as required to ensure the safety of the traveling public and other Airport users or employees. For circumstances, which interrupt or otherwise adversely impact either Airport operations or Airport tenants, the CONTRACTOR shall respond within ten (10) minutes of notification, with the appropriate equipment, and remain on the job until the problem has been resolved or Airport staff gives permission to leave.

Q. CUSTOMER EXPERIENCE:

Custodial service is a strategic area of importance for customers and to the Airport. Terminal and restroom cleanliness are key performance indicators that are measured. Airport staff will meet regularly with the CONTRACTOR to review customer survey data and inspection reports. The CONTRACTOR is expected to be responsive and take corrective actions to improve customer satisfaction and will be the criteria of the

Quarterly Contract Reviews (QCR). The airport currently uses a text-based report platform within the restrooms. The CONTRACTOR is to resolve immediately any open items and close all items within the computer system within the acceptable time frame.

R. INSPECTIONS, CONTRACT REVIEW, AND REPORTS:

Weekly Inspections: The CONTRACTOR'S on-site manager shall be required to participate in weekly joint inspections of selected service locations with the COUNTY. The finding(s) will be shared in writing to the CONTRACTOR. The CONTRACTOR will respond with a corrective action plan by the close of the next business day. The inspection results will be utilized as a part of the performance measurement of the CONTRACTOR.

S. PENALTIES FOR FAILURE TO MEET STANDARDS:

1. The CONTRACTOR acknowledges that COUNTY may impose financial penalties of up to \$1,000 per occurrence for CONTRACTOR'S failure to meet Performance Standards as set forth in this RFP, on a reoccurring basis or if the CONTRACTOR is provided with written notice of any failure to meet Performance Standards and CONTRACTOR is unresponsive to cure said deficiency within an appropriate timeframe. After three (3) violations of the same standard in a twelve (12_-month period, COUNTY reserves the right, at the sole discretion of the Director of Airports (Director), to seek any other remedies available for default including termination of this Agreement.
2. If CONTRACTOR believes there were unforeseen circumstances beyond the CONTRACTOR'S reasonable control that caused CONTRACTOR to violate the performance standards, the CONTRACTOR may request that COUNTY take such mitigating circumstances into consideration by submitting to the COUNTY a written request which outlines and explains the mitigating circumstance in detail. Such written request must be submitted within five (5) business days of notice of the failure to meet the stated standard. The COUNTY will review such request before imposing a penalty or taking any other action that it is entitled to take under this Agreement.

T. AIRPORT PROVISIONS (TO CONTRACTOR):

The COUNTY shall provide the following unfurnished premises to the CONTRACTOR:

1. Office space
2. Breakroom
3. Storage space
4. Laundry Area

U. PARKING AREAS:

1. Vehicular and equipment parking by the CONTRACTOR, its employees, agents, licensees, suppliers, or subcontractors shall be restricted to such areas at Airport as are designated by the COUNTY.
2. Such parking shall be subject to the payment of such parking fees and charges as may from time to time be in effect for such designated areas.

V. EQUIPMENT AND MAINTENANCE:

1. All cleaning equipment, accessories, and tools including, but not limited to, power-driven floor scrubbing machines, backpack vacuums, high dusting equipment, waxing, and polishing machines (including pads), touch free restroom cleaning machines i.e. (Kaivac) industrial floor and upholstery vacuum cleaners, brooms, brushes, mops, pails, dust cloths, dust wands, and other equipment needed for the performance of the work shall be furnished by the CONTRACTOR. All equipment used in the performance of this Agreement shall be approved by the COUNTY. Cleaning equipment utilized in the performance at the startup of this Agreement must be new. Equipment must be of the size and type customarily used in work of this kind. Modified or non-standard equipment shall only be allowed with pre-approval of the COUNTY. The CONTRACTOR shall not use or shall discontinue the use of, equipment that damages or may damage the COUNTY facilities or its contents

2. The COUNTY will provide lift equipment for interior high dusting areas and column cleaning. The CONTRACTOR'S employees must complete training before using lifts. The CONTRACTOR must provide proof of such training to COUNTY prior to an employee using lift equipment.
3. CONTRACTOR must schedule equipment use with the COUNTY.
4. In some instances, Department equipment may be utilized with approval from the COUNTY. Should the CONTRACTOR be approved to use any Department supplied equipment, it shall be the responsibility of the CONTRACTOR to maintain and repair this equipment and keep it in good working order.
5. Current lifts available are:
 - a. Drivable Single Person Lift
 - b. Manual Single Person Lift
 - c. Scissor Lift
 - d. Forty (40)-foot lift
 - e. Forty-Six (46)-foot lift
 - f. Ninety-Five (95)-foot lift
 - i. This list is subject to change based on availability and/or Fleet Management.
6. All lifts required for exterior window cleaning shall be provided by the CONTRACTOR.
7. All equipment that fails, shall be repaired or replaced immediately (within twenty-four (24) hours) at CONTRACTOR'S expense. The CONTRACTOR shall have a repair program in place for preventive and corrective maintenance and immediate repair or replacement of broken equipment. The CONTRACTOR shall ensure that an appropriate number of machines are in working order each night to perform the cleaning tasks required. The CONTRACTOR is required to provide a list of critical equipment that shall be accessible off-site for use as a backup if equipment will have downtime of more than two (2) calendar days. Lack of

equipment will not be accepted as a reason for services not to be performed.

8. The CONTRACTOR shall maintain logs for all powered equipment indicating the date of purchase, dates of all maintenance and repair activities, and the manufacturer specification technical sheets for each type of equipment. The COUNTY reserves the right to review the logs and may inspect equipment, repair facilities and processes on a random basis.
9. The CONTRACTOR'S equipment, signs, carts, barrels, and tools used within the view of the public shall be kept clean and free of accumulated dirt, grime, grease, stickers, tape, and markings. All identification labels, names or markings shall be professionally designed and applied and shall be preapproved by the COUNTY.
10. Storage areas will be provided for the CONTRACTOR'S equipment and charging. Storage and charging areas must be maintained in a clean and safe manner and are subject to inspection by the COUNTY at any time. Safe operation and repairs are the responsibility of the CONTRACTOR.
11. All electrical equipment used by the CONTRACTOR shall meet all applicable safety requirements. This shall include either the use of ground fault interrupters or a wiring inspection program to assure the integrity of ground pins, grounding continuity, strain relief, and insulation quality of plugs and cords. This equipment must operate at full rated performance levels using existing building circuits. It shall be the responsibility of the CONTRACTOR to prevent the operation or the attempted operation of electrical equipment, or combinations of equipment that require power exceeding the capacity of existing building circuits. The CONTRACTOR may use designated Department electrical power outlets (110 volts) to operate the equipment. The CONTRACTOR shall be responsible for any damage caused to the electrical outlets and outlet covers caused by the improper disconnection of equipment.
12. The CONTRACTOR will be required to thoroughly train staff on movement on the Airside Operations Area (AOA), service roads, speed of travel and the correct method of moving trash to compact areas, and the use of compactors. The CONTRACTOR will be legally responsible for all damage done to the property,

individuals, etc.

W. THE CONTRACTOR'S PREMISES:

1. The CONTRACTOR'S responsibility:
 - a. The CONTRACTOR shall keep the premises assigned to the CONTRACTOR clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean.
 - b. All the CONTRACTOR'S supplies, tools, equipment, etc. shall be safely stored. The COUNTY is not responsible for theft or damage to the CONTRACTOR'S property.
 - c. All safety hazards to employees or the public shall be corrected immediately.
 - d. The COUNTY may randomly inspect the CONTRACTOR'S premises.
 - e. Breakrooms: The CONTRACTOR'S staff are not allowed to take their breaks in public spaces and must take breaks in Breakrooms designated by the COUNTY.
 - f. Storage Space: The CONTRACTOR may only store supplies and equipment in storage areas designated by the COUNTY.
 - g. The County will not be responsible in any way for the supplies, equipment, etc. in storage areas that may be damaged or lost by fire, theft, accident, or other conditions or circumstances. Any such custodial storage rooms are to remain closed and will be equipped with doors and locks. Locks, if not already installed will be furnished and installed by the COUNTY. No supplies or equipment will be stored or temporarily set in restrooms or other spaces accessible to the public. All storage areas visible to or accessible by the public shall be kept closed and locked. Hazardous chemicals will not be stored on COUNTY property without authorization

from the COUNTY. All broken equipment, batteries, etc. will be the responsibility of the CONTRACTOR to remove from COUNTY property and dispose of it correctly.

X. CONTRACTOR STAFFING REQUIREMENTS:

1. All employees of the CONTRACTOR designated to work on this project must be Airport badged. CONTRACTOR'S assigned employees to the Airport must be able to meet the security requirements outlined below. CONTRACTOR will abide by and follow all necessary industry requirements, Airport requirements, and standards, including those issued by the FAA, Department of Homeland Security, and Customs, etc. both present and future.
2. The CONTRACTOR will provide trained and qualified staff with continuous and ongoing training.
3. The CONTRACTOR shall assign the proper numbers of staff required each working day to complete the service requested in this RFP in a manner satisfactory to the COUNTY. This requirement includes having sufficient male and female staff to maintain restrooms without closing.
4. The CONTRACTOR shall provide and assign qualified employees to oversee and execute the COUNTY'S requirements, including a full-time on-site Manager during the hours of 7:00am – 3:30pm, as well as supervisors and leads for all shifts.
 - a. The CONTRACTOR shall provide the on-site managers schedule to the COUNTY on a weekly basis. If the on-site manager will be unavailable for any portion of their scheduled shift, the CONTRACTOR shall make the COUNTY aware of who the available employee will be for that time.

Y. BACKGROUND CHECKS, FINGERPRINTING, AIRPORT BADGE TESTING:

1. Badging Requirements: All of the CONTRACTOR'S employees who will provide services under the proposed agreement must be able to obtain an Airport Security Identification Display Area (SIDA) badge. To obtain this badge, staff must complete an application, provide appropriate legal documentation, submit to fingerprinting and pass two (2) background checks: Criminal History Records Check and security threat assessment/work

eligibility verification conducted by the Department of Homeland Security.

2. After clearing the background checks, the applicant must also pass a computer-based training program before being issued a badge. The training video is provided in English. CONTRACTOR may request a badged and preapproved translator provide translation assistance for English as a Second Language (ESL) staff. Failure to obtain a SIDA badge disqualifies an applicant from working at the Airport.

Z. CLEANING TASKS:

1. Elevators and Adjacent Areas: All interior and exterior walls, floors, doors, ceilings, door tracks, glass, switches, buttons, controls, and equipment will have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks. Floors are to be maintained per standards for carpet and/or hard surface materials. Metal and brightwork are to be maintained in accordance with the standards listed herein. All adjacent areas are to be left free of residue and spotting following cleaning procedures. Elevator and adjacent areas are to be maintained as needed to ensure acceptable appearance always.
2. Electrostatic Disinfecting Cleaning: All Airport public areas shall be disinfected using electrostatic equipment. This includes all ticket counters, computers, phones, screens, podiums, escalators, knobs, door handles, queuing pylons, elevators, checkpoints, seating areas, tables, all touchpoints, etc. throughout all shifts without disturbing Airport operations and at no additional charge to the Airport.
3. Escalators and Adjacent Areas: Surface Escalators and Adjacent Areas – Surfaces - All interior and exterior areas, cladding, glass, landings, handrails, switches, buttons, controls, and related equipment will have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks and be maintained in accordance with standards listed herein. The CONTRACTOR will perform tread and riser cleaning. Adjacent floor areas are to be maintained per standards for carpet and/or hard surface materials. Metal and brightwork are to be maintained in accordance with the standards listed herein. All adjacent areas are to be left free of residue and spotting

following cleaning procedures. Escalators and adjacent areas are to be maintained as needed to ensure acceptable appearance always.

4. Graffiti Removal: Graffiti is to be removed from surfaces on and within the Department buildings. Care is to be taken to maintain the original surface where graffiti appeared. Graffiti is to be removed as soon as it is discovered and/or reported. Any gang, violent, or hate-related graffiti must be reported to the Airport Operations.
5. Other Areas: Concrete surfaces are to be swept of all dirt, dust, cobwebs, bird droppings, and debris and pressure washed per need. Railings will have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil, and grime. Vents, grills, exhaust fans, light fixtures surfaces, exterior equipment covers, which include vents, diffuser, and exhaust fans, grills, and light fixtures, exterior walls, and all badge readers will have a uniformly clean appearance, free from dirt, dust, stains, and cobwebs. Coordination shall be made with the mechanical utility team to ensure equipment is in the appropriate state for cleaning.
6. Plexiglas Shield Cleaning: All shield surfaces shall be free of streaks, fingerprints, stains, and other substances, and have a uniformly clean, bright appearance. These shields should be cleaned with an ammonia-free product, specifically designed for Plexiglas, and wiped down with a felt or other soft cloth so no scratching or dulling of the Plexiglas surface occurs. Plexiglas cleaning work shall be accomplished with the least possible interference to Airport passengers and operations
7. Stairwells/Halls Surfaces: All walls, floors, stairs, stair treads, doors, door thresholds, and glass will have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks, streaks, lint, and cleaning marks. Floor and wall finishes will be maintained per the standards listed herein, care and detail shall be paid to treads, grids, edges, and baseboards to ensure acceptable appearance always.

AA. FLOOR CARE:

1. The CONTRACTOR shall provide all carpet and hard floor cleaning equipment. It is not the COUNTY'S intent to require a brand of

equipment; however, the COUNTY reserves the right to review the selected CONTRACTOR'S proposed cleaning equipment. If the CONTRACTOR'S cleaning equipment or products do not, in the COUNTY'S opinion, provide effective sanitation and/or cleanliness of the facilities, the COUNTY may require alternate equipment to be used. The flooring manufacturer's cleaning recommendations should be closely followed. Floor care equipment must always be in good repair. The COUNTY or designee reserves the right to inspect equipment regularly. The selected CONTRACTOR shall strain the water from machines prior to the water being poured down any sanitary sewer drain. The selected CONTRACTOR'S straining device/method shall be pre-approved by COUNTY. The selected CONTRACTOR shall not remove any floor drains or screens in any sink. The selected CONTRACTOR shall incur charges if carpet fibers, mop strings, rubber gloves, stripper or waxes, or any other cleaning debris are the cause for any clogged drains.

2. All procedures used in floor care must be pre-approved by the COUNTY. If the result is below standards, and the discrepancy is caused by using improper procedures, then it is the CONTRACTOR'S responsibility to correct the deficiency within twenty-four (24) hours of notification of the discrepancy.
3. The CONTRACTOR shall provide enough barricades, traffic cones, and proper slip hazard signs for each floor area being cleaned to adequately protect the public and/or passersby.
4. Frequent spot removal cleaning of the carpet in all Airport public areas is required by the CONTRACTOR to ensure a visibly clean surface. The CONTRACTOR shall remove all stains, gum, food, debris, sticky substances, vomit, trash, biohazard spills, and other substances from the carpet. Care will be taken to use a method that will not harm the carpet fibers and ensure complete surface removal. The adjacent surfaces shall be protected or cleaned following the spot removal operation. The carpets need to be deep cleaned as often as required to maintain the cleanliness and longevity.
5. Damaged carpet shall be reported to the COUNTY with a description and location. Notification of damage or of stains that cannot be removed from a surface shall also be forwarded to the COUNTY no later than the following workday.

BB. WASTE DISPOSAL STANDARDS:

1. Waste and recycling receptacles: Waste and recycling receptacles are to be emptied and spot cleaned as needed to maintain safe and sanitary conditions. Walls or surfaces surrounding the receptacles are to be spot cleaned and the floors under and near the can are to be clean and free of stains, spots, rust, and rings. The receptacle liner is to be replaced at each emptying of the receptacle; receptacles should not be allowed to overflow. Periodically, all receptacles are to be thoroughly cleaned and sanitized inside and out as needed. All receptacles in the public area are to be kept neatly aligned and the receptacles turned with lettering and openings facing passengers for easy access and visibility. Movement of trash from terminals to trash compactors must be done through the designated elevators and routes. All collected trash, recyclables, and compostable waste must be moved by the CONTRACTOR to the compactor areas designated by the Department for material-specific disposal in Department approved liners. Waste must be transported with the least amount of impact or inconvenience to Airport tenants, employees, and passengers. Trash is not to be left within the public walkway or within the public view.
2. If waste is stockpiled for a reduced frequency of trips to the compactor areas, the stockpiling shall be done out of the public view and for no more than two (2) hours. The CONTRACTOR shall ensure that all its employees are properly trained in the operation of the compactors to ensure that waste is placed in the appropriate compactors, is completely compacted before leaving the dock area, and to prevent "bridging" of debris within the compactors. The CONTRACTOR'S employees are responsible to report jammed or broken compactors immediately to the Airport Communication Center.
3. The CONTRACTOR shall ensure that its employees are trained to not utilize the same elevators as the public while transporting the waste, large trash carts, or other cleaning equipment. All trash carts shall be kept clean, odor-free, and well maintained. Tracking of oil, dirt, debris, salt, grease, black drag or wheel marks, or other outside substances into the Airport Facilities is always to be prevented. The CONTRACTOR shall be held responsible for damages to floor finishes or other surfaces caused by improper use or maintenance of waste carts or other equipment. All waste collection containers shall be pretreated

and cleaned on a regular basis to prevent offending odors and unprofessional appearance.

4. Management and disposal of all chemical wastes (and wastes otherwise restricted from disposal as sanitary wastes,) and any associated costs generated through the CONTRACTOR'S cleaning actions, are the sole responsibility of the CONTRACTOR. Solid wastes that exhibit no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site Department trash receptacles or dumpsters.
5. Recyclable materials should be collected and disposed of per the guidelines below. No waste materials or wastewater may be discharged outdoors or to the Airport's Storm water systems. Only wastewaters permitted for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges shall comply with all applicable Federal, State, and local regulations and all applicable Department discharge permits.

CC. RECYCLING PROGRAM COLLECTION STANDARDS:

1. The CONTRACTOR shall support the Department's commitment to Sustainability in the form but not limited to recycling, composting, and waste prevention.
2. The CONTRACTOR shall be responsible for placing segregated waste materials into the proper receptacles. This includes all current and future waste streams and recycling/composting waste streams. The CONTRACTOR shall handle segregated materials in a manner to ensure that recycling/composting receptacles are not used for inappropriate materials.
3. All recyclables accepted by the Department's recycling service provider shall be transported to the compactor areas or collection sites as designated by the Department. Recyclables collected from any areas within Department facilities shall be placed in liners so that recyclable materials can be clearly identified and kept separate from collected waste. The CONTRACTOR'S employees are responsible for collecting, transporting, and disposing of these materials in appropriate receptacles, including ANY recyclable or compostable material they encounter at any time during their work.

4. Compostable materials collected from any areas of Airport Facilities shall be placed in liners provided by the COUNTY and kept separate from other collected waste. The CONTRACTOR shall be responsible for placing compostable materials into the proper dumpsters, compactors, or designated compost processing equipment as applicable. The CONTRACTOR shall handle compostable materials in a manner to ensure that recycling/composting receptacles are not contaminated with unacceptable materials.
5. The CONTRACTOR shall be responsible for supporting any future recycling, composting, or waste prevention efforts or program enhancements the Department implements during the term of the Agreement. This may include, but is not limited to expanding recyclable materials lists, changes in material separation requirements, new or different locations and types of receptacles, and variable volume of materials generated. The CONTRACTOR shall be constructive in their efforts to support the Department's recycling, composting, and waste management programs, and be proactive in alerting the Department to any waste-related issues encountered during routine and non-routine tasks.

DD. CLEANING / PORTERING SERVICES ("PORTERING"):

1. Airport Office Areas: Office areas shall present a clean, well kept, orderly and professional appearance. Waste receptacles are to be emptied, spot cleaned, and liners replaced as required. Non-carpeted floors are to be maintained to the hard floor surface standards. Carpeted floors shall be maintained to the carpeted floor standards. All shelves, counters, cabinets, and modular furniture and cases are to be free of accumulated dust and debris. Wipe clean all tables, desks, counters, chairs, and chair legs. Spot clean all hard surface walls, glass, doors, and doorknobs, to remove fingerprints, dust, soil, and marks. Personal effects, electronics, work items, and electrical plugs are not to be moved or rearranged during cleaning. The CONTRACTOR shall prohibit its employees from opening desk drawers or cabinets or using the telephone or other office equipment. Electrostatic disinfectant sprayers will be employed daily in these areas as well.
2. All Service Animal Relief Areas: The Service Animal Relief Areas inside and outside the terminal shall be maintained at the same

level as Public Open Floor Space Areas with some additional requirements. Each Service Animal Relief Area must have a supply of pet waste pick-up bags stocked always. The relief mats must be washed and disinfected with COUNTY approved and provided cleaning products regularly to ensure proper sanitation. Portering shall occur at a sufficient frequency to ensure the acceptable standards are maintained always.

3. **Baggage Makeup Areas:** Floor areas under baggage conveyor system components that are less than eight (8) feet above the ground are to be cleaned by other Department staff and are excluded from this scope of work. Garbage, recyclables and other debris shall be disposed of in containers provided by the Department in these areas. Emptying of the containers is the responsibility of the CONTRACTOR.
4. **Conference Room Areas:** The Department has several conference rooms at the Airport. In general, the conference rooms are to be maintained to the same standard as office spaces with the following additional requirements. Due to the timing and occupancy levels of meetings in the conference rooms, cleaning schedules will need to be adjusted and enhanced to meet the demand of the space. Additional cleaning for large meetings or between meetings may be required as well as deep cleaning of the upholstered furniture. Electrostatic disinfectant sprayers will be employed daily in these areas as well.
5. **Custodial Closets:** As a reflection of the cleaners' work, and the Department, the closets must be kept clean and neat always. The door surface is free of dirt, dust marks, film, and streaks. Vacuum cleaner bags shall be empty and cords neatly wrapped. Mop buckets shall be empty and clean with mops in racks where available. Trash barrels and carts will be clean and empty of trash, and free of personal items. The floor must be swept and mopped, and the entire area appears clean and organized. When not in use closet doors shall be closed and remained locked.
6. **Dispensers:** All dispensers (soap dispensers, toilet paper and towel dispensers, feminine hygiene machines, etc.) within the areas serviced by the CONTRACTOR shall be, stocked by the CONTRACTOR to include all product and replacement of batteries provided by the COUNTY unless otherwise specified in writing by

the COUNTY. Any and all money collected by the CONTRACTOR shall be collected and turned over to the COUNTY.

- a. The CONTRACTOR'S employees shall report any defective or damaged dispensers or any parts thereof to the COUNTY upon discovery.
 - b. The CONTRACTOR shall replace full needle disposal containers within the sharps disposal systems with a new empty needle disposal container throughout restrooms at the Department facilities. All full needle disposal containers shall be removed and properly disposed of in a designated collection container. The Sharps disposal systems shall be kept clean and the selected CONTRACTOR shall notify COUNTY of any damage or necessary replacements. The CONTRACTOR shall ensure and document that employees have been trained in the proper process and procedure for the disposal of needles and Sharps disposal containers.
7. Loading Docks/Compactor Areas/Kitchen Oil Recycling Areas: Concrete loading docks, and the areas surrounding trash, recycling, and composting compactors, dumpsters and kitchen oil recycling areas are to be monitored and cleaned. The CONTRACTOR will porter these areas as frequently as necessary to ensure the areas remain clean. Litter, rubber gloves and debris shall be picked up including in the immediate area and floor surrounding the compactors and dumpsters. Compactors shall be run routinely to ensure all trash and recyclables including cardboard are compacted and not overflowing or causing backups. The CONTRACTOR shall be readily available and promptly clear any overflowing or improperly disposed waste material or debris that accumulates on loading dock floors and around compactors and dumpsters. All areas should be swept free of loose trash and debris and power washed by CONTRACTOR. The CONTRACTOR shall provide enough barricades, traffic cones and slip hazard signs for each area being pressure washed to adequately protect the public and/or passersby. CONTRACTOR shall maintain kitchen oil recycling areas to include clean-up of kitchen oils and debris.
8. Mechanical Rooms: Mechanical rooms that the CONTRACTOR is allowed access to shall be kept neat and free of unauthorized storage items and debris.

9. Non-Public Break Rooms & Kitchens: Non-public break rooms and kitchens shall present a clean, well kept, orderly and professional appearance. Waste receptacles are to be emptied, spot cleaned, and liners replaced as required. All shelves, counters, and cabinets are to be free of accumulated dust and debris. Clean and sanitize all countertops, refrigerators (interior & exterior), refrigerator water dispensers, tables, chairs, cabinets (interior & exterior), coffee makers (exterior), vending machines, microwave ovens (interior & exterior), exterior and interior of trash receptacles, wall area surrounding trash receptacles, and paper towel dispensers. Sinks and fixtures will be properly cleaned, sanitized, rinsed and dried spot-free. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, and rust stains. Paper towel dispensers shall not run out of supplies. Floors are to be maintained per standards for carpet and/or hard surface materials. Electrostatic disinfectant sprayers will be employed daily in these areas as well.
10. Non-Public Common Areas: The Department operational areas located under or behind the public areas of the terminals, concourses, and connectors, and in support buildings throughout the Department campus consist of many non-public common areas that include, but are not limited to; walkways, halls, stairs, entrances, vestibules, reception areas, and other operational movement areas. The standards listed herein for walls, stairs, halls, brightwork, drinking fountains, windows, and glass, etc. shall be maintained at acceptable cleaning levels always. All walls, floors, stairs, stair treads, doors, ceilings, door thresholds, and glass shall have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks, streaks, lint, and cleaning marks. Floor and wall finishes will be maintained per the standards listed herein and care and detail shall be paid to treads, grids, edges, and baseboards to ensure acceptable appearance always. Concrete surfaces are to be maintained as necessary to ensure removal of all dirt, dust, cobwebs, and debris, and pressure washed per need. Railings shall have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil, and grime.
11. Non-Public Restrooms: Non-public restrooms shall be kept clean and floors should not become dull. Waste receptacles are to be emptied and spot cleaned, trash is not allowed to overflow.

Paper towel composting shall be implemented in Department designated, non-public restrooms, consistent with compost service provider guidelines. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range will be properly cleaned, sanitized, rinsed, and dried spot-free. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains. Dispensers shall not run out of supplies. Supplies will only be stocked or stored in designated locations. Where installed, Sharps needle disposal containers shall be removed and properly disposed of when full and replaced with a new container. Spot clean light switches, doors, and walls. All restroom mirrors, basins, shelves/counters, brightwork, and stainless steel or solid surface partitions shall have a clean and polished appearance. Solid surface materials shall not become stained or dingy. Floor and wall tile shall be maintained to standards listed herein and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, trash receptacles, and all other permanently fixed equipment or finishes to prevent the buildup of odor-causing bacteria. Air fresheners will be maintained to ensure continued fresh and pleasant-smelling facilities. Special care shall be given to prevent standing water and slick surfaces and the selected CONTRACTOR shall use appropriate signage and barricades to protect against slips and falls. Flooding of restroom surfaces is not acceptable. The CONTRACTOR shall notify the Airport Maintenance Call Center to report any inoperable fixture within the restrooms.

12. Passenger Loading Bridges: All interior finishes of the passenger loading bridges shall meet the standards listed herein for floors, walls, glass, doors, vents, handrails, and ceilings. Each jet bridge shall be deep cleaned nightly and ported throughout the day, including electrostatic disinfection. The CONTRACTOR shall coordinate with Department Maintenance staff and Department Operations to extend the Passenger Loading Bridge for additional deep cleaning of all interior on a quarterly basis and as needed. Caution will be taken to avoid wetting controls and control panels and to ensure that slip and fall hazards are prevented.
13. Public Art: CONTRACTOR is responsible to clean all artwork per the cleaning requirements and standards as described in this RFP.

14. Public Open Floor Space Areas: The Airport terminals, concourses, checkpoints, queuing areas, passenger loading bridges, sky-bridges, walkways, halls, stairs, automated people mover and other movement areas are public open floor space areas. Porterage and deep cleaning of the public open floor space areas must meet the standards listed herein for floor finishes, walls, stairs, halls, brightwork, drinking fountains, seating, diffusers, windows, and glass, etc. shall be maintained at acceptable cleaning levels always and free of trash. The public open floor space areas shall be portered as necessary to ensure that acceptable standards are maintained always. The CONTRACTOR may have to adjust portering frequencies at various times and at various locations to accommodate the conditions and usage patterns in the terminals and concourses throughout the term of the Agreement. Porterage and deep cleaning shall be done to ensure the Airport facilities present a clean image to the traveling public and other users of the Airport and is free of dust, dirt, debris, scuff marks, stains, soil, film, trash, wet and dry spills, and odors.
15. Public Restrooms: Public restrooms shall be kept clean and floors should not become dull. Waste receptacles are to be emptied and spot cleaned, trash is not allowed to overflow. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range will be properly cleaned, sanitized, rinsed, and dried spot-free. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains. Dispensers shall not run out of supplies. Supplies will only be stocked or stored in designated locations. Sharps needle disposal containers shall be removed and properly disposed of when full and replaced with a new container. Spot clean light switches, doors, and walls. All restroom mirrors, basins, shelves/counters, brightwork, and stainless steel or solid surface partitions shall have a clean and polished appearance. Solid surface materials shall not become stained or dingy. Floor and wall tile shall be maintained to standards listed herein and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, trash receptacles, and all other permanently fixed equipment or finishes to prevent the buildup of odor-causing bacteria. Restrooms will be deep cleaned every night using a touch-free restroom cleaning machine i.e. Kaivac. Air fresheners should not be used in lieu of proper cleaning. If Air fresheners are used they should be maintained to ensure

continued fresh and pleasant smelling facilities. Special care shall be given to prevent standing water and slick surfaces and the CONTRACTOR shall use appropriate signage and barricades to protect against slip and falls. Flooding of restroom surfaces is not acceptable. Porterage of public restrooms shall be accomplished to provide for the least impact on the traveling public and to maintain restrooms at the highest level of cleanliness possible to ensure the standard is met. Frequencies for portering are to be scheduled by the CONTRACTOR as necessary to meet or exceed the standard. High usage restrooms may require continuous portering services during portions of the day to meet the required standards. Closure of the public restrooms shall only be allowed during the agreed-upon hours with the COUNTY and the CONTRACTOR shall coordinate restroom closures to have the least amount of impact on the traveling public.

- a. The CONTRACTOR shall notify the Airport Maintenance Call Center to report any inoperable fixtures within the restrooms as it is discovered. In addition, the CONTRACTOR shall perform operational checklist inspections of all fixtures in restrooms each day and report prior to 8:00 PM any discrepancies to the Airport Maintenance Call Center.
- 16. Sacramento International Airport Concourse and Terminal B: The Department's CONTRACTOR is to provide custodial services to the standards included in this RFP. See Attachment "E" for required areas.
 - 17. Sacramento International Airport Concourse and Terminal A: The Department's CONTRACTOR is to provide custodial services to the standards included in this RFP. See Attachment "F" for required areas.
 - 18. Ancillary Buildings: The Department's CONTRACTOR is to provide custodial services to the standards included in this RFP. See Attachment "G" for required cleaning schedule for required areas.
 - 19. Rental Car Building: The Department's CONTRACTOR is to provide custodial services to the standards included in this RFP. See Attachment "H" for required cleaning schedule for required areas.

20. Security Exit Lane Doors: The CONTRACTOR shall clean the security exit lane doors daily and as needed.
21. Transportation Security Administration: The Department's Lease Agreements with the Transportation Security Administration provide for daily custodial services to be provided by the Department's CONTRACTOR for the two (2) checkpoints and Federal Inspection Station (FIS) areas.
22. Customs and Border Protection: The Department's CONTRACTOR is to provide daily custodial services in Customs and Border Protection office areas to the standards included in this RFP.

EE. TECHNOLOGY:

1. CONTRACTOR shall provide and use a COUNTY approved web-based Custodial Management Software Program (Program) to manage custodial activity, measure performance, and track compliance to deliver effective, efficient and sustainable results across the facility. The CONTRACTOR shall provide COUNTY with direct access to the reporting capabilities and other features of the Program and will provide training in the use of the Program to up to five (5) COUNTY employees.
2. The Department installed the "Restroom Alert System" in each public restroom and family room. This system allows passengers to anonymously notify custodial staff via text, if something is not working, supplies are needed, or general comments on the condition of the restroom. The text is sent to the custodial supervisor on duty's cellphone, who then notifies the assigned custodian of the custodial issue or if it is a maintenance issue who then notifies the assigned custodian of the issue. The passenger receives a text automatically thanking them and letting them know that issue will soon be resolved. Monthly, a report is generated to the COUNTY and the Custodial Manager, providing information on the number of texts received, nature of the text, where and when they occurred, and the length of time it took to resolve the issue. This will be part of the QCR assessment. The cost of the system is paid for by the Airport. CONTRACTOR will utilize this and any future technology.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and _____
hereinafter referred to as "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, employees, or subcontractors. 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, certified 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. . The CONTRACTOR, and each of its SUB-CONTRACTORS, shall separately insure its own equipment for loss or damage equal to the total replacement cost value. The CONTRACTOR and each of its SUB-CONTRACTOR's Property and Inland Marine policies shall include or be endorsed to include a Waiver of Subrogation endorsement in favor of the County, its officers, directors, officials, employees, agents, and authorized volunteers.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
- F. CONTRACTORS POLLUTION LIABILITY: Contractor's Pollution Liability (CPL) insurance which provides coverage for liability arising from the sudden and accidental release of pollution on the project site or transportation of pollutants from or to the project site.

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:	\$5,000,000
Products Comp/Op Aggregate:	\$5,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$5,000,000
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 for landside driving; \$5,000,000 for airside driving.
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. The CONTRACTOR, and each of its SUB-CONTRACTORS, shall separately insure its own equipment for loss or damage equal to the total replacement cost value. The CONTRACTOR and each of its SUB-CONTRACTOR's Property and Inland Marine policies shall include or be endorsed to include a Waiver of Subrogation endorsement in favor of the County, its officers, directors, officials, employees, agents, and authorized volunteers.

- F. CONTRACTORS POLLUTION LIABILITY: \$1,000,000 Per Claim or pollution incident and \$1,000,000 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 and CONTRACTORS POLLUTION 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. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. 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.
- D. 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.
- E. SUBCONTRACTORS: CONTRACTOR shall be responsible for the

acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTORS 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 authorized 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. PROPERTY

Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the CONTRACTOR in performance of the Agreement shall contain the following provisions:

- A. The COUNTY shall be named as loss payee.
- B. The Insurer shall waive all rights of subrogation against the COUNTY.

Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by the CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.

XI. 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
hereinafter referred to as "COUNTY,"
and _____
hereinafter referred to as "CONTRACTOR"**

FEE SCHEDULE

- I. MAXIMUM PAYMENT TO CONTRACTOR**
- II. FEE SCHEDULE**

The fee schedule for this Agreement is outlined below:

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

FAA ASSURANCES



ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the 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 and 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.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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

FAA CONTRACT PROVISIONS

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 subtier 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.

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.

- D. 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.
- E. Incorporation of Provisions: The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the 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:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 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);
- 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;

- 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);
- 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
- 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);
- 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 B

BEST MANAGEMENT PRACTICES

Min-9	Building and Grounds Maintenance
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BMP Purpose:

- To prevent or reduce the discharge of pollutants to storm water system as a result of building and grounds maintenance activities. Building and grounds maintenance materials can include cleaning products, solvents, fertilizers and pesticides, suspended solids, heavy metals, and oils and greases.

Targeted Activities:

- | | |
|--|--|
| <ul style="list-style-type: none">• Mowing• Pressure washing• Cleaning of outdoor areas• Painting | <ul style="list-style-type: none">• Landscape maintenance, including the use of pesticides• Street, runway, taxiway sweeping• Paving |
|--|--|

Activity Approved Procedures:

- When cleaning outdoor areas, such as sidewalks and curb areas, cover storm drain inlets whether or not just water or cleaning product is used. Remove all wash water and residue and discharge into sanitary sewer system.
- Switch to non-toxic and recyclable chemicals wherever possible.
- Encourage proper lawn management and landscaping.
- Capture plant container drainage via a secondary containment device to avoid runoff from the planter.
- Protect existing, or plant native vegetation to reduce irrigation, fertilizer, and pesticide needs.
- In areas of new landscaping, plant drought tolerant plants where feasible, which would reduce the amount of water required and potential for runoff.
- Carefully use pesticides and fertilizers in landscaping.
- Utilize integrate pest management practices where appropriate.
- Regularly clean paved surfaces.
- Clean the storm water drainage system at appropriate intervals.
- Properly dispose of wash water, sweepings and sediments.
- Label storm drain inlets to indicate they are to receive no waste.

Prohibited Activities:**DO NOT:**

- Use toxic and non-recyclable chemicals when non-toxic and recyclable chemicals are possible to use.
- Use pesticides and fertilizers freely.
- Improperly dispose of wash water, sweepings and sediments.

Requirements:

- These BMPs relate to maintenance and therefore require no maintenance themselves.

Limitations:

- Alternative plants and pest/weed controls may not be available, suitable, or effective in every case.

SMF Minimum BMP Fact Sheets

When implementing this BMP, always comply with all applicable local, State and federal regulations.

Contact the Airports Environmental Coordinator for project-specific BMPs as needed.

Attachment C

MONTHLY INVOICE EXCEL SPREADSHEET EXAMPLE

CUSTODIAL SERVICES RFP - EXCEL SPREADSHEET EXAMPLE - ATTACHMENT C

Sacramento International Airport - Terminal A - July 2021						
Full Name	Job Description	Shift Worked	Loaded Rate of Pay	Date	Productive Hours	
Sally Smith	Custodian	2300-0730	\$24.00	7/1/2021	8	
Sally Smith	Custodian	2300-0730	\$24.00	7/2/2021	8	
Sally Smith	Custodian	2300-0830	\$24.00	7/3/2021	9	1 OT noted on OT Log
John Jones	Lead	2300-0630	\$28.00	7/1/2021	7	
John Jones	Lead	2300-0730	\$28.00	7/2/2021	8	
John Jones	Lead	2300-0745	\$28.00	7/3/2021	8.25	.25 OT noted on OT Log

14 Overtime:

14.1 This is a time-based contract, which the services are provided based on hourly rates, and payments are made on the basis of productive time spent. The COUNTY will only compensate Contractor for productive work hours. Early and late clock-outs by staff that are submitted for payment must be entered into an "overtime log" (OT), that is provided to the County on a daily basis, that includes: the date of occurrence, start and end time of OT, duration of OT worked and the reason for the OT. It is expected that all work being performed by staff (whether cleaning or administrative) be accomplished during normal working hours. Acceptable reasons for OT would include but not limited to covering a shift that is short of the agreed upon staffing, responding to an emergency (building flood, biohazard cleaning, etc.), and completing regulatory reporting (injury, emergency response, etc.) Unacceptable reasons include but not limited to OT worked by supervisory staff to prepare for a shift, early or late clock outs by staff for non-productive time, congestion at time clock.

Attachment D

FEE SCHEDULE EXAMPLE

CUSTODIAL SERVICES RFP – FEE SCHEDULE ATTACHMENT D

Fee Schedule

PRICING INSTRUCTIONS:

In order to compare Company to Company and Industry with County resources, the proposal must include a cost sheet that details labor cost. Simply stated, the labor rate for a position is the cost that one would need to charge for the position(s) on an hourly basis to fully recover all costs as well as any profit. . It is achieved as follows:

- A. The total salary and benefit costs of the position(s); plus,
- B. Benefit costs of the position(s); plus
- C. The direct material costs associated with the position(s) (includes PPE, tools and equipment); plus,
- D. The indirect costs and profit associated with the position(s); equals,
- E. Total annual costs for the position(s) by the productive labor hours.
- F. This equals the loaded labor rate per hour for the position

Please provide the detailed labor costs and projected total fees for each year of the AGREEMENT

Note: This is a tool to determine the potential costs if productive hours and staffing levels are fully realized.

PRICING

YEAR 1						(E)		(F)
POSITION	NUMBER OF POSITIONS	(A) TOTAL SALARY	(B) BENEFITS	(C) DIRECT COSTS	(D) INDIRECT COSTS	TOTAL ANNUAL COST	PRODUCTIVITY	LOADED LABOR RATE PER HOUR

CUSTODIAL SERVICES RFP – FEE SCHEDULE ATTACHMENT D

Fee Schedule

YEAR 2						(E)		(F)
POSITION	NUMBER OF POSITIONS	(A) TOTAL SALARY	(B) BENEFITS	(C) DIRECT COSTS	(D) INDIRECT COSTS	TOTAL ANNUAL COST	PRODUCTIVITY	LOADED LABOR RATE PER HOUR

YEAR 3						(E)		(F)
POSITION	NUMBER OF POSITIONS	(A) TOTAL SALARY	(B) BENEFITS	(C) DIRECT COSTS	(D) INDIRECT COSTS	TOTAL ANNUAL COST	PRODUCTIVITY	LOADED LABOR RATE PER HOUR

YEAR 4						(E)		(F)
POSITION	NUMBER OF POSITIONS	(A) TOTAL SALARY	(B) BENEFITS	(C) DIRECT COSTS	(D) INDIRECT COSTS	TOTAL ANNUAL COST	PRODUCTIVITY	LOADED LABOR RATE PER HOUR

CUSTODIAL SERVICES RFP – FEE SCHEDULE ATTACHMENT D

Fee Schedule

YEAR 5						(E)		(F)
POSITION	NUMBER OF POSITIONS	(A) TOTAL SALARY	(B) BENEFITS	(C) DIRECT COSTS	(D) INDIRECT COSTS	TOTAL ANNUAL COST	PRODUCTIVITY	LOADED LABOR RATE PER HOUR

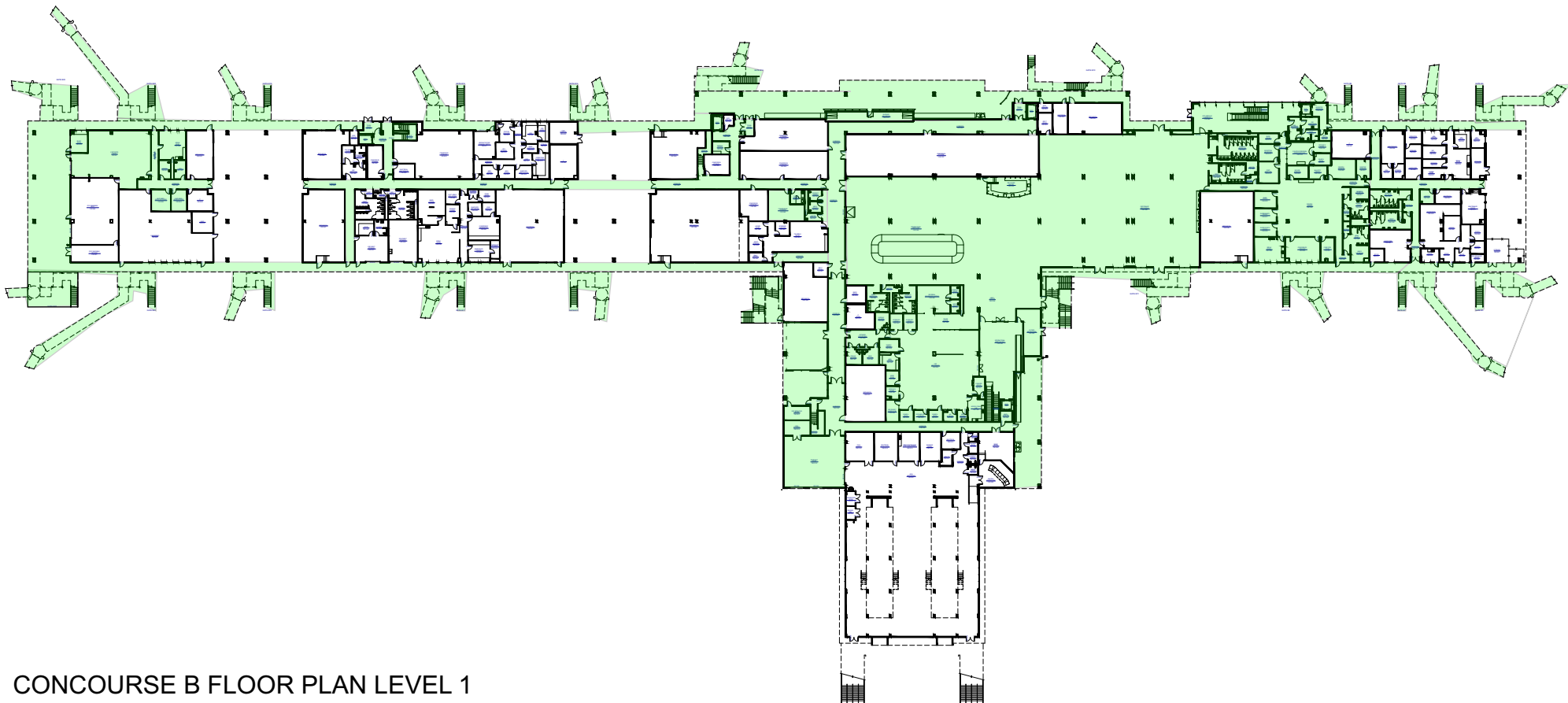
Projected Annual Costs

Year One	Year Two	Year Three	Year Four	Year Five	Total

Attachment E

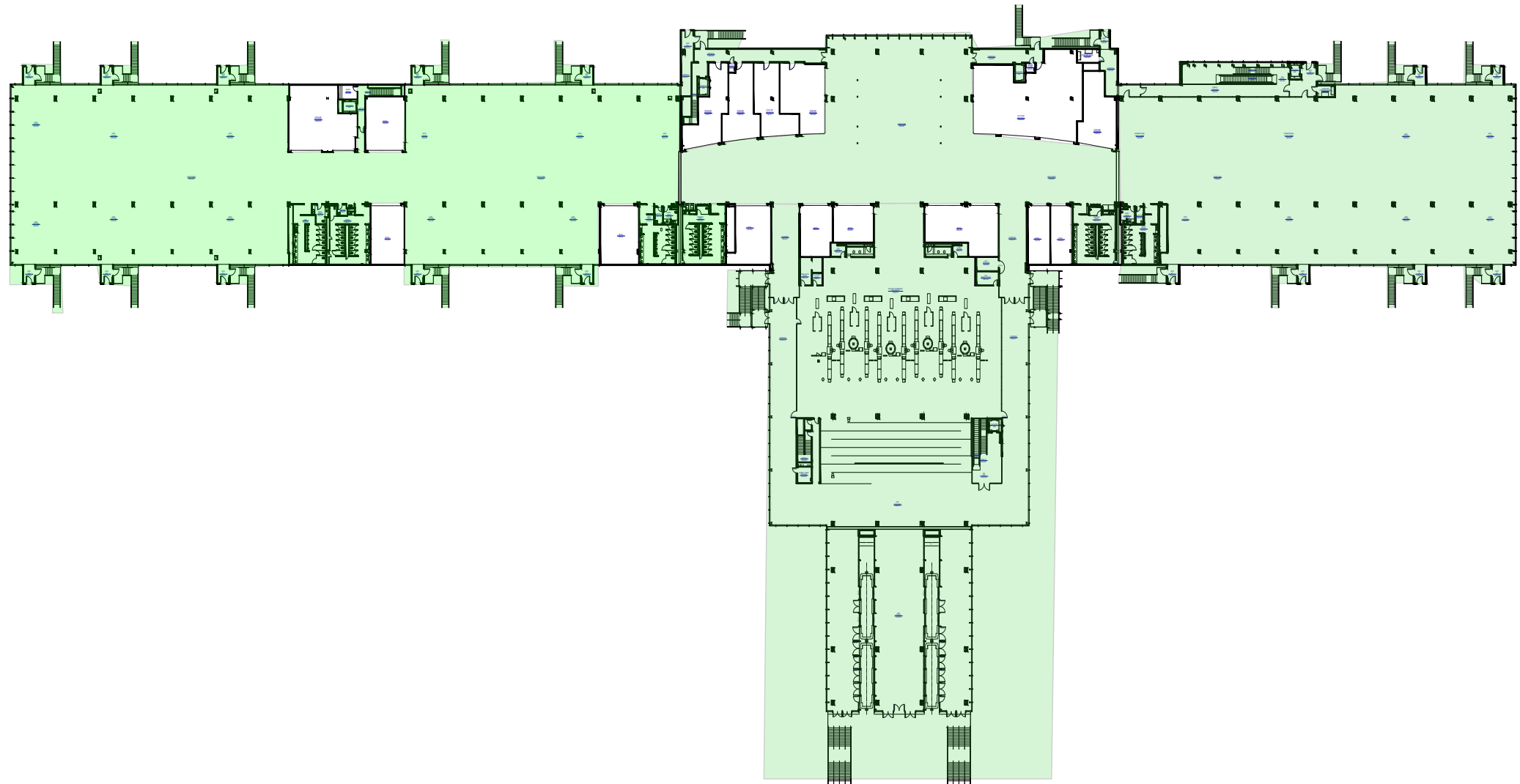
SACRAMENTO INTERNATIONAL AIRPORT CONCOURSE AND TERMINAL B DRAWINGS

TERMINAL/CONCOURSE B
CLEAN SHADED AREAS APPROX. 90,000 SQ.FT.



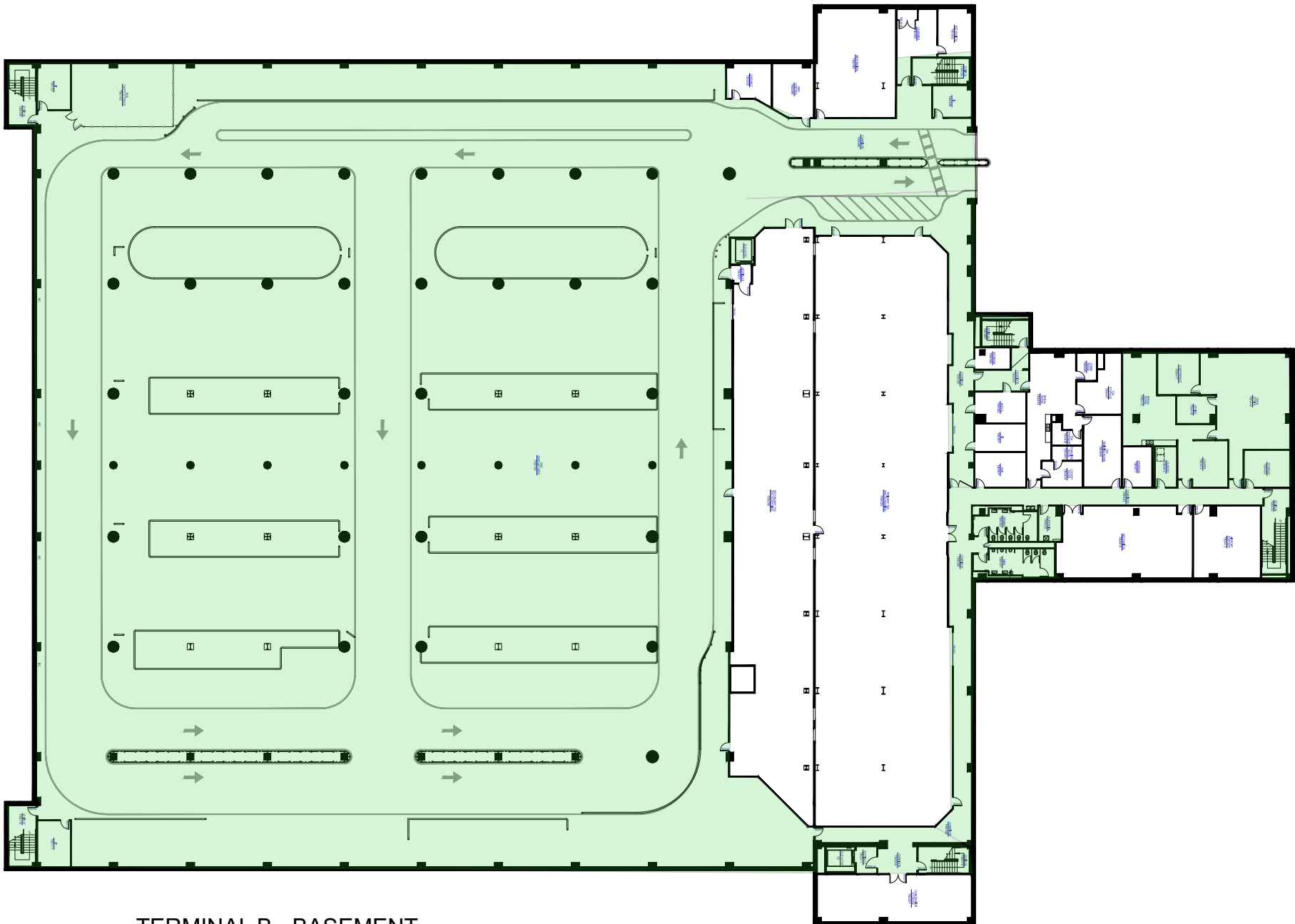
CONCOURSE B FLOOR PLAN LEVEL 1

- TERMINAL/CONCOURSE B -
CLEAN SHADED AREAS APPROX. 165,000 SQ. FT.



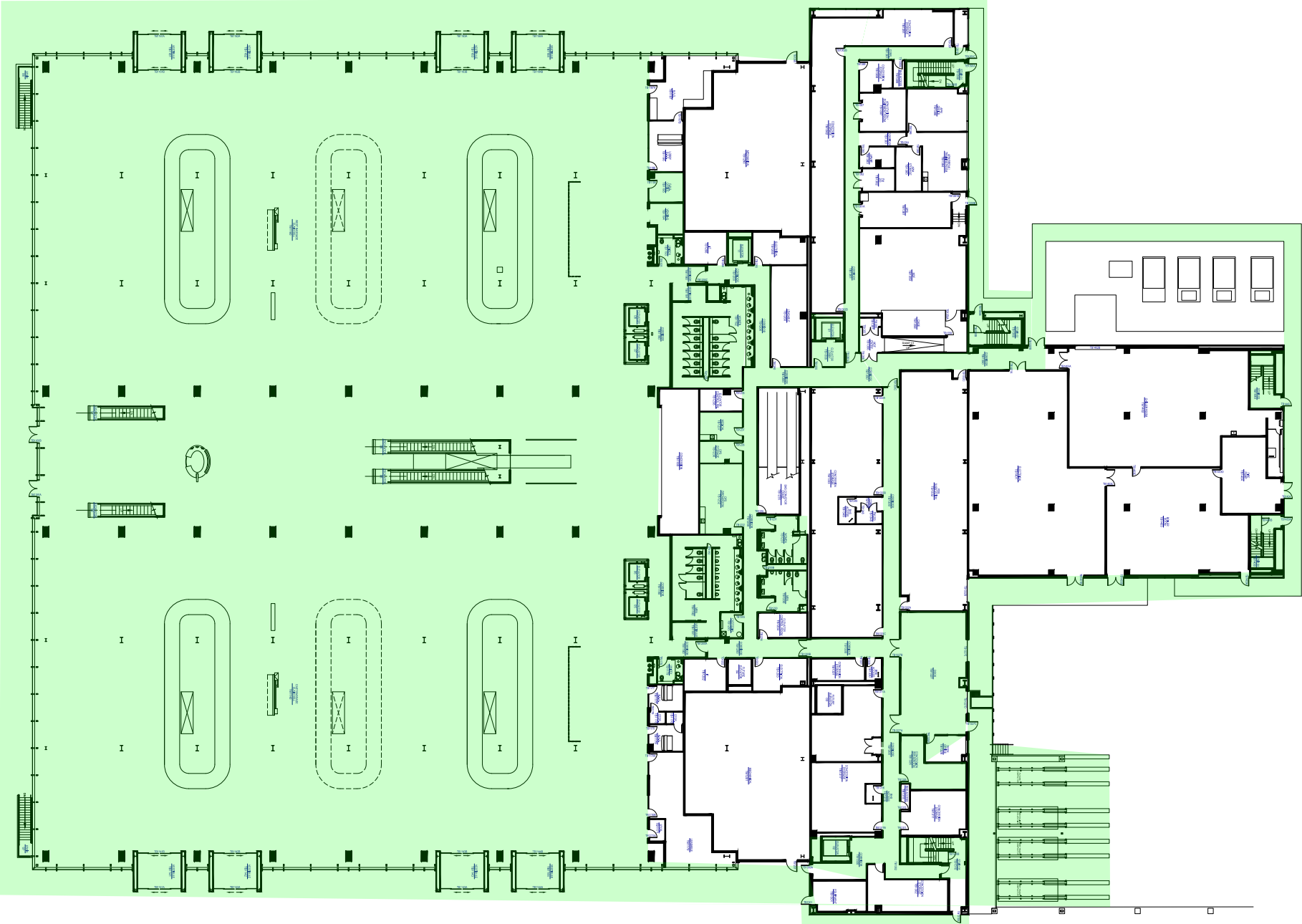
CONCOURSE B FLOOR PLAN LEVEL 2

TERMINAL/CONCOURSE B
CLEAN SHADED AREAS APPROX. 83,000 SQ. FT.



TERMINAL B - BASEMENT

TERMINAL/CONCOURSE B
CLEAN SHADED AREAS APPROX. 134,000 SQ. FT.



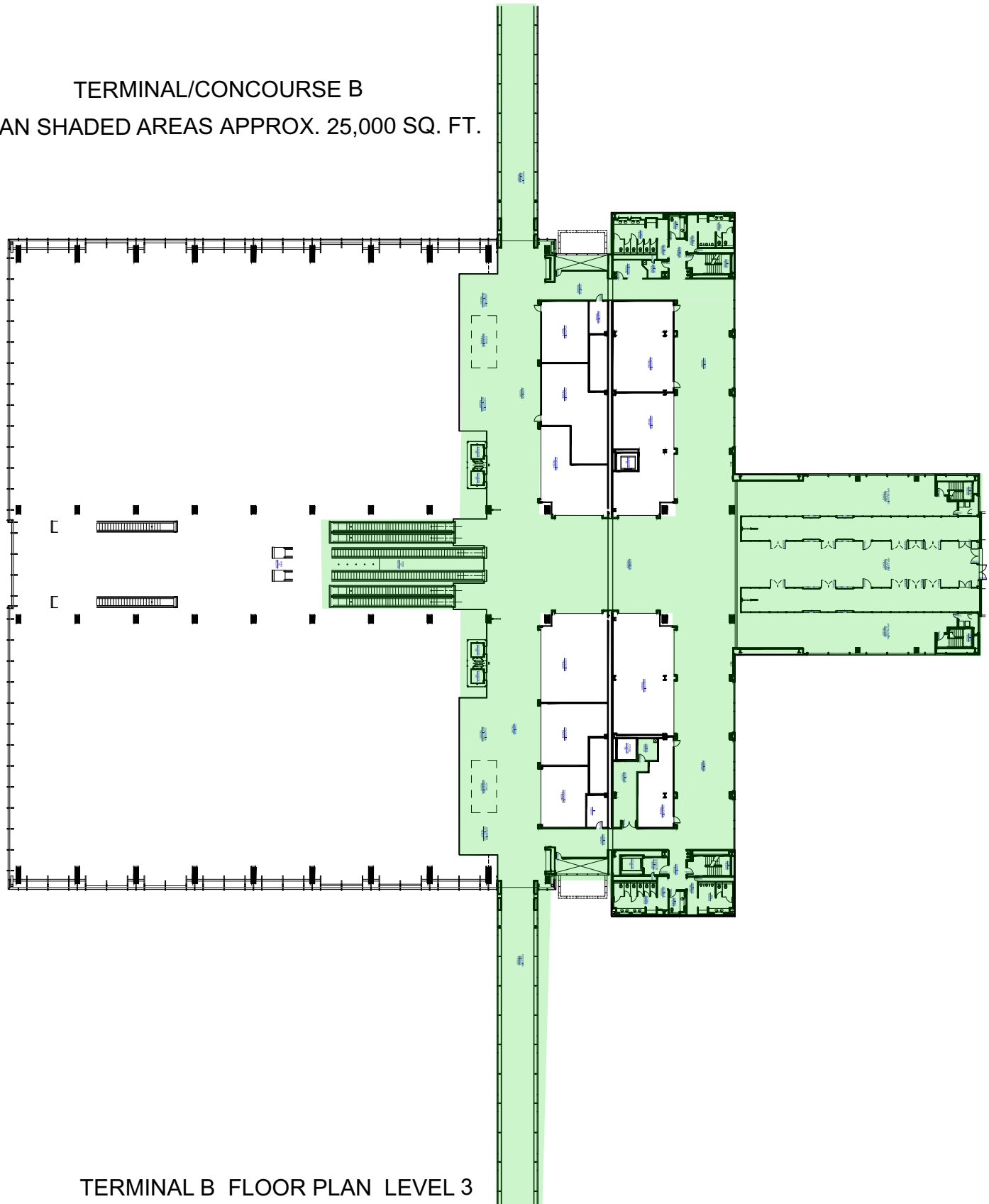
TERMINAL B FLOOR PLAN LEVEL 1

This is a detailed architectural floor plan of a building, likely a school or institutional facility. The plan shows a large central hall with several long tables and chairs arranged in rows. There are multiple rooms, including classrooms or lecture halls, and a large open area on the right side. The plan is color-coded with green for open spaces and yellow for rooms. The layout is complex, with many small rooms and corridors.

TERMINAL B FLOOR PLAN LEVEL 2

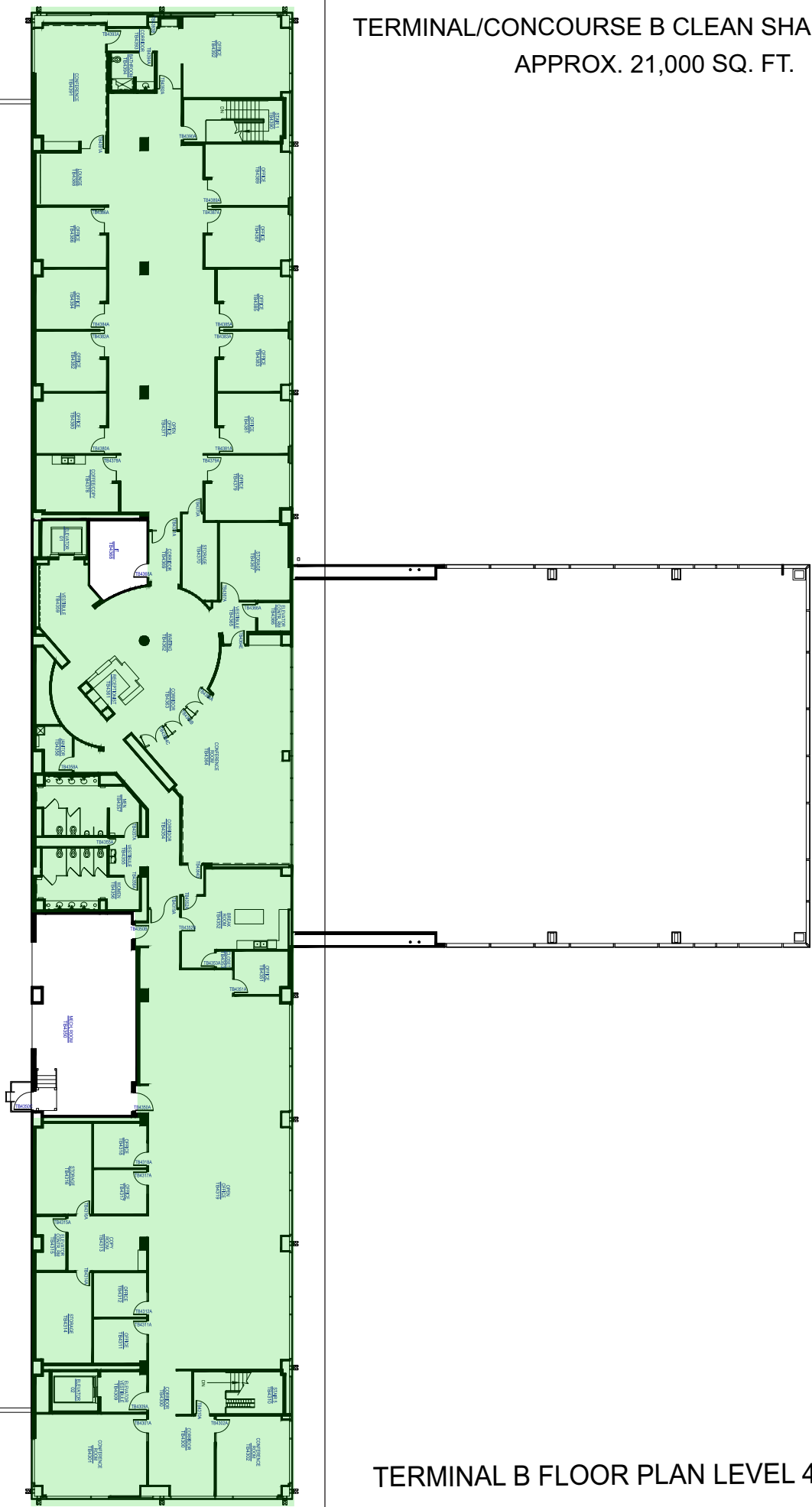
TERMINAL/CONCOURSE B

CLEAN SHADED AREAS APPROX. 25,000 SQ. FT.



TERMINAL B FLOOR PLAN LEVEL 3

TERMINAL/CONCOURSE B CLEAN SHADED AREAS
APPROX. 21,000 SQ. FT.



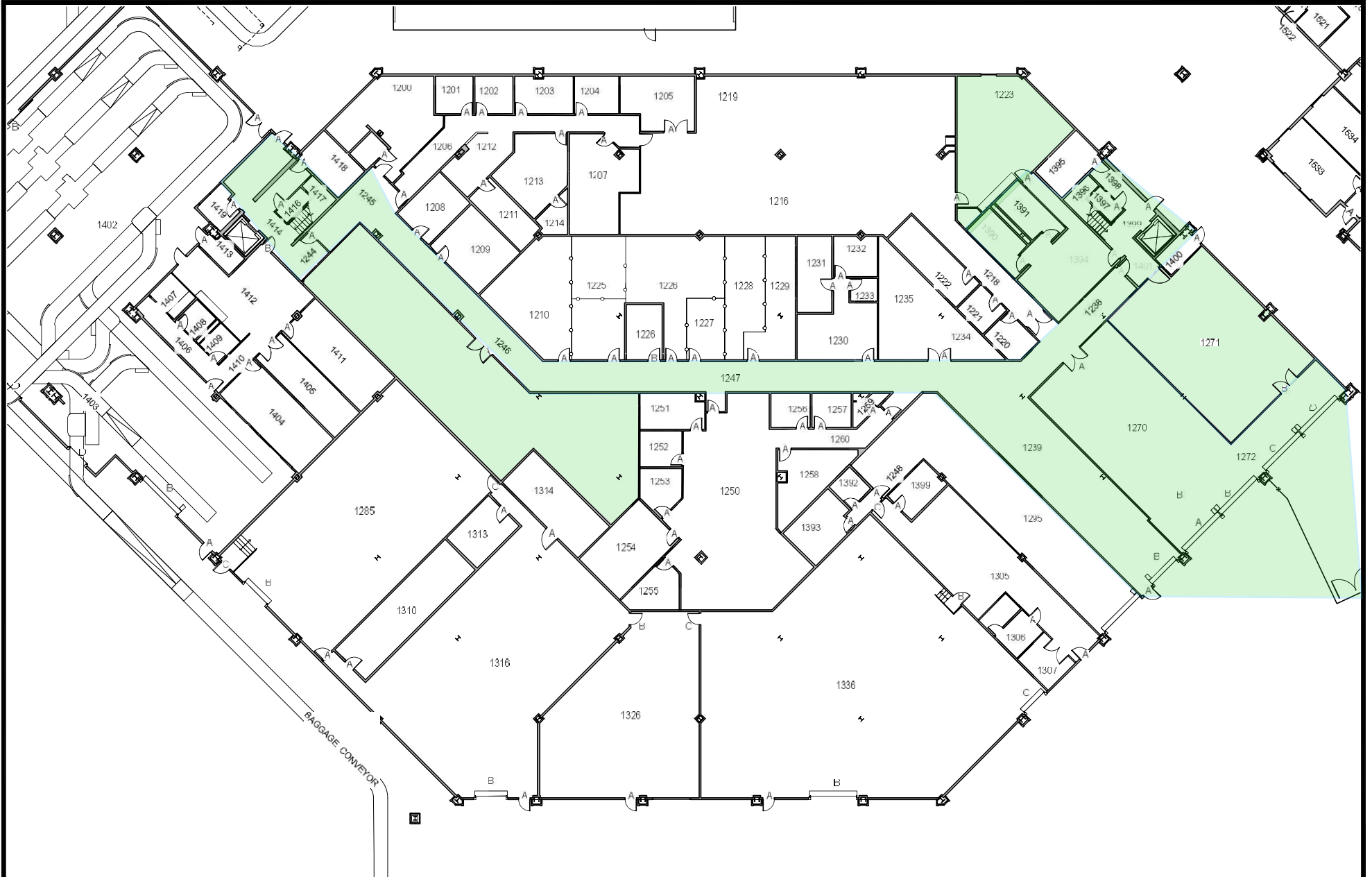
TERMINAL B FLOOR PLAN LEVEL 4

Attachment F

SACRAMENTO INTERNATIONAL AIRPORT CONCOURSE AND TERMINAL A DRAWINGS

CUSTODIAL SERVICES RFP - TERMINAL/CONCOURSE A -
ATTACHMENT F CLEAN SHADED AREAS APPROX. 18,000 SQ. FT.

Updated: 9/4/2020 - Printed: 12/1/2020 7:59:26 AM By: Wilson, Don
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DRAWING: EXH-FAC10294-1

DRAWN BY:
D. Wilson

SACRAMENTO INTERNATIONAL AIRPORT

CENTRAL CONCOURSE A LOWER LEVEL

SHEET: EXH-TA1.3	SCALE: N.T.S.
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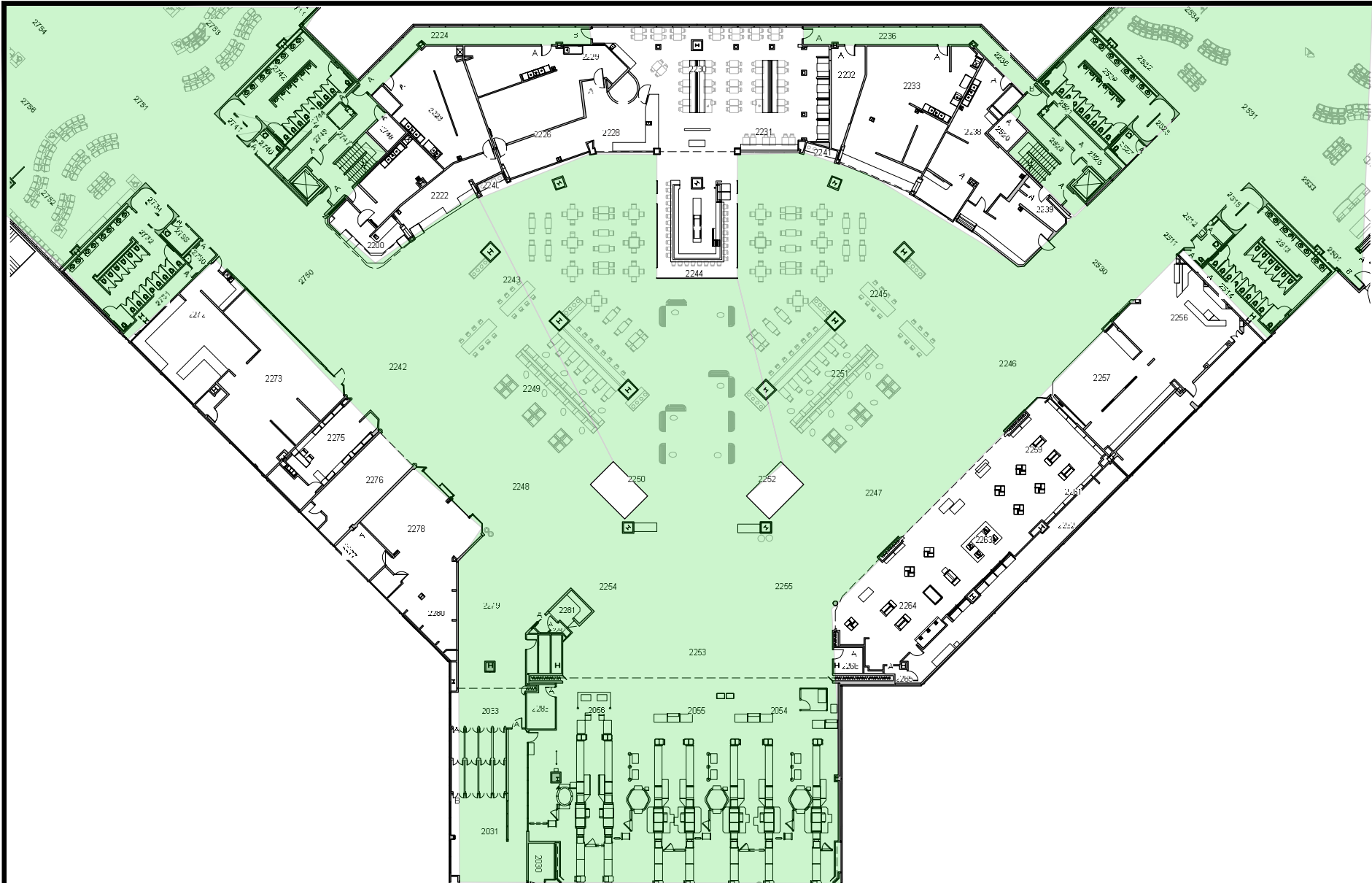
DATE:	5/01/2003
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CUSTODIAL SERVICES RFP - TERMINAL/CONCOURSE A - ATTACHMENT F

CLEAN SHADED AREAS APPROX. 44,000 SQ. FT.

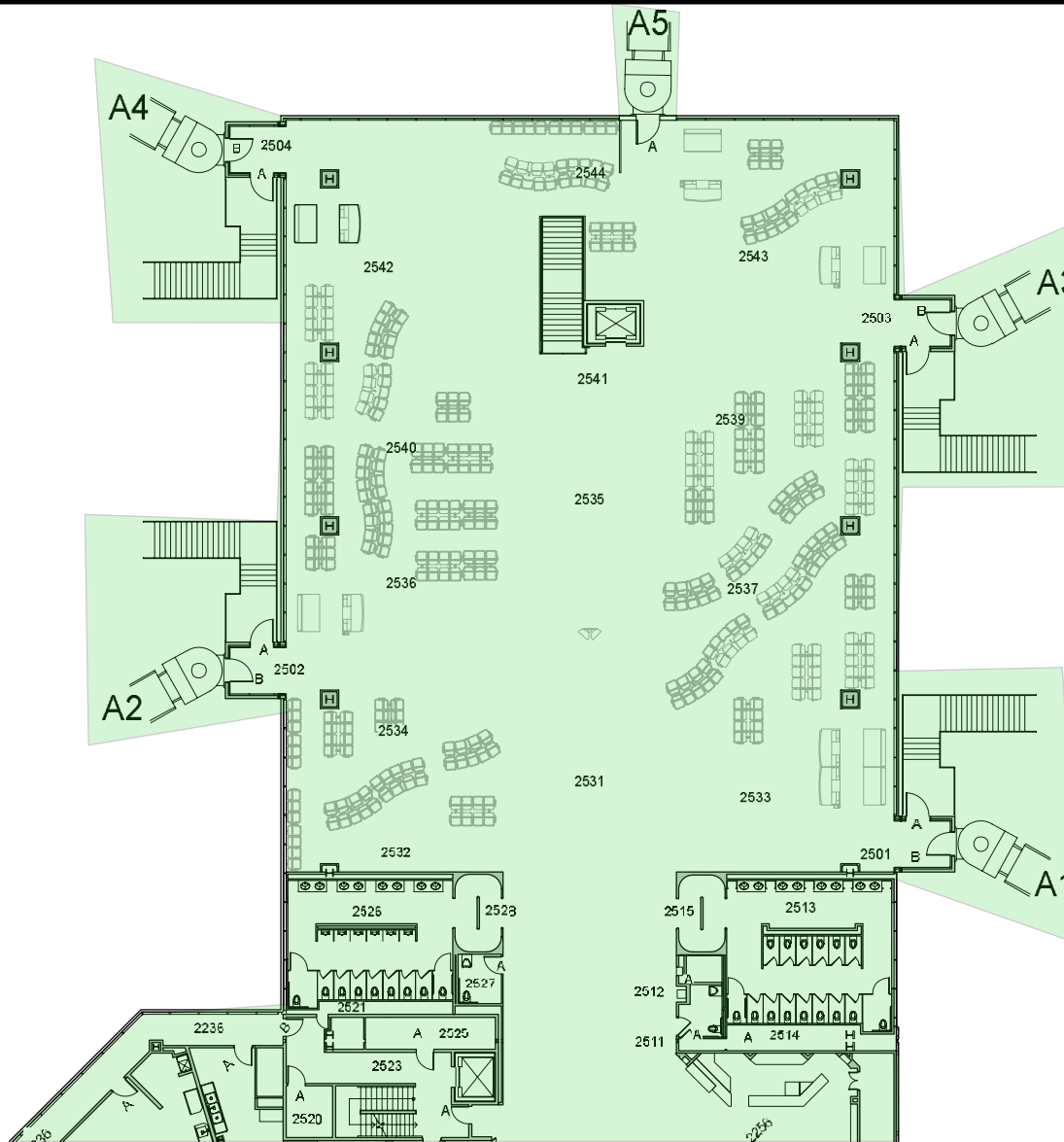
Updated: 6/8/2019 Printed: 12/11/2023 7:59:41 AM By: Wilson, Don
 File: V:\Facility\SMF\10294 Term A\Sheets\Exr\EXH FAC 10294 2.dwg (Tab: 3 of 6)



DRAWING: EXH-FAC10294-2		DRAWN BY: D. Wilson		SACRAMENTO INTERNATIONAL AIRPORT CENTRAL CONCOURSE A UPPER LEVEL		 6500 AIRPORT BLVD. SACRAMENTO, CA 95834	
SHEET: EXH-TA2.3	SCALE: N.T.S.	DATE: 5/01/2003					

CUSTODIAL SERVICES RFP - TERMINAL/CONCOURSE A - ATTACHMENT F
 CLEAN ENTIRE AREA APPROX. 17,000 SQ. FT. OF BUILDING APPROX. 6,000
 SQ. FT. OF PASSENGER LOADING BRIDGES (PLB)

Updated: 9/6/2019 Printed: 12/1/2020 7:59:47 AM By: Wilson, Dor
 File: \\Facility\SMR\10294 - Term A\Sheets\Ext\EXH-FAC10294-2.dwg (Tab: 5 of 6)



DRAWING: EXH-FAC10294-2		DRAWN BY: D. Wilson
SHEET: EXH-TA2.5	SCALE: N.T.S.	DATE: 5/01/2003

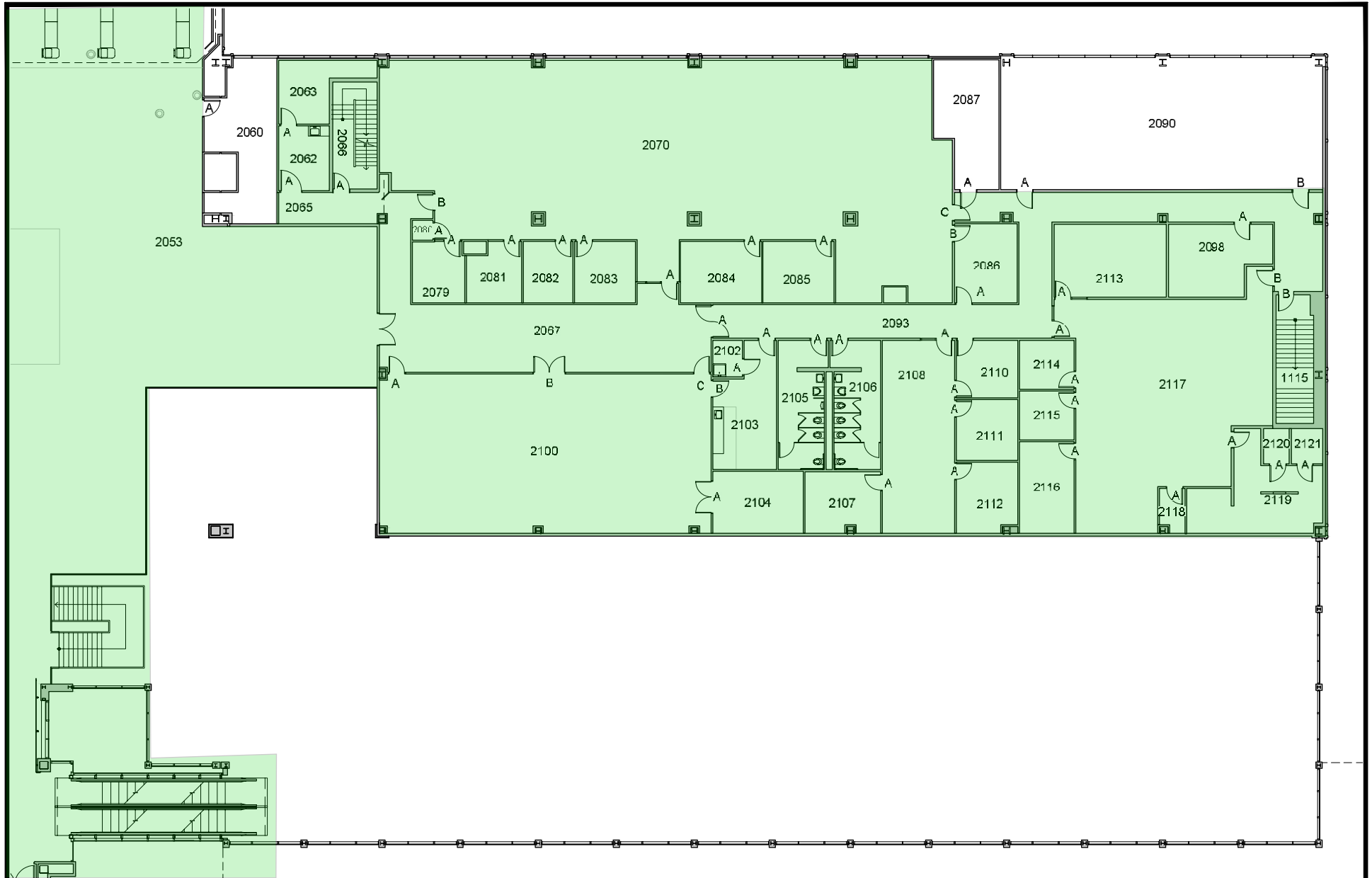
SACRAMENTO INTERNATIONAL AIRPORT
EAST CONCOURSE A UPPER LEVEL



CUSTODIAL SERVICES RFP - TERMINAL/CONCOURSE A - ATTACHMENT F

CLEAN SHADED AREAS APPROX. 22,000 SQ.FT.

Updated: 9/6/2019 - Printed: 12/1/2020 7:59:38 AM By: Wilson, Don
 File: V:\Facility\SMF\10294 - Term A\Sheets\Facility\EXH-FAC10294-2.cwg (Tab: 2 of 5)

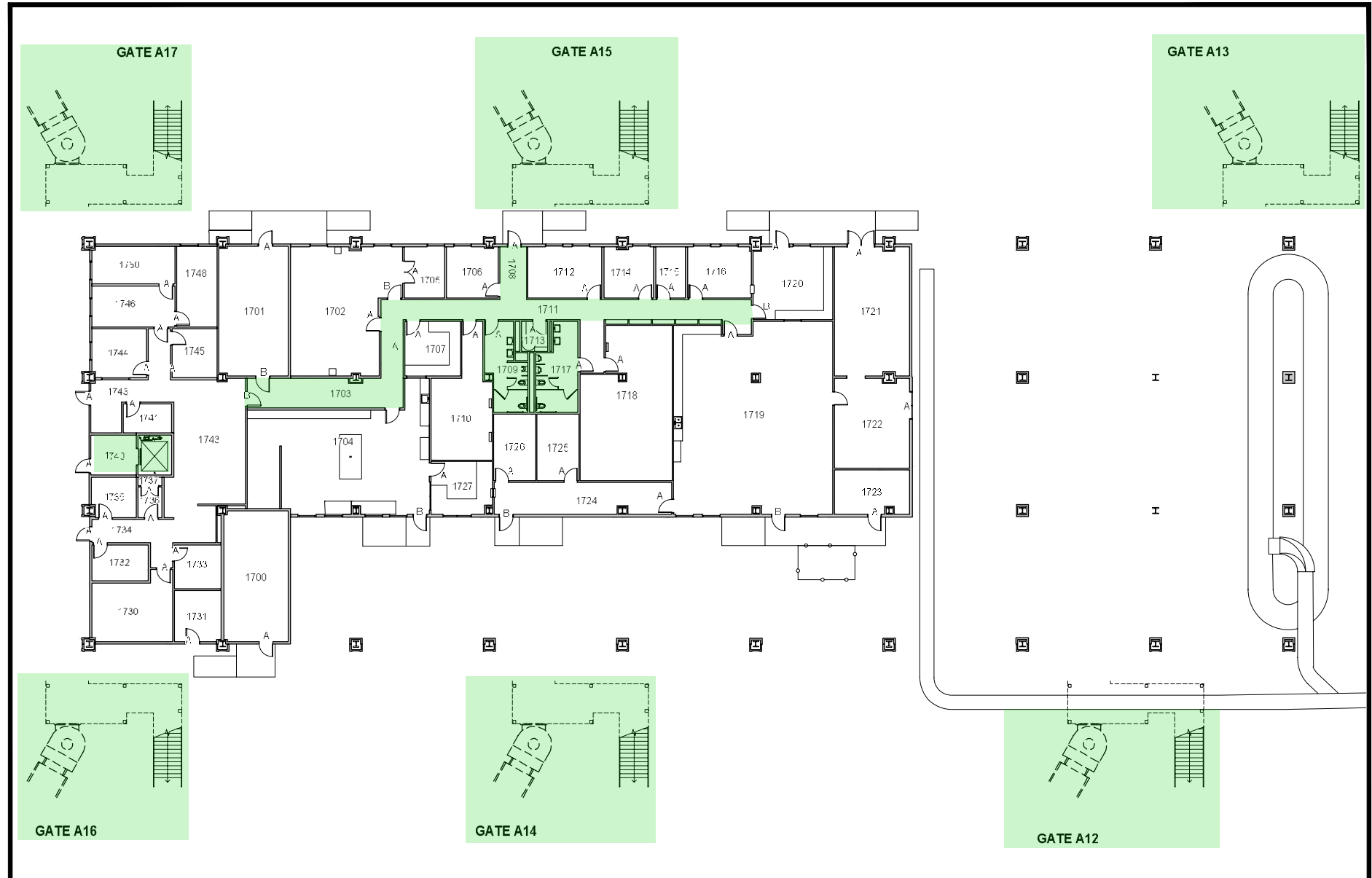



DRAWING: EXH-FAC10294-2		DRAWN BY: D. Wilson	SACRAMENTO INTERNATIONAL AIRPORT EAST TERMINAL A UPPER LEVEL	 SACRAMENTO COUNTY AIRPORT SYSTEM 6900 AIRPORT BLVD. SACRAMENTO, CA 95837
SHEET: EXH-TA2.2	SCALE: N.T.S.	DATE: 5/01/2003		

CUSTODIAL SERVICES RFP - TERMINAL/CONCOURSE A - ATTACHMENT F

CLEAN SHADED AREAS APPROX. 2,500 SQ.FT.

Updated: 9/4/2020 Printed: 12/1/2020 7:59:27 AM By: Wilson, Don
File: \\Facility\SMF\10294_Terminal\Sheets\Exh\EXH-FAC10294-1.dwg (Tab 4 of 6)

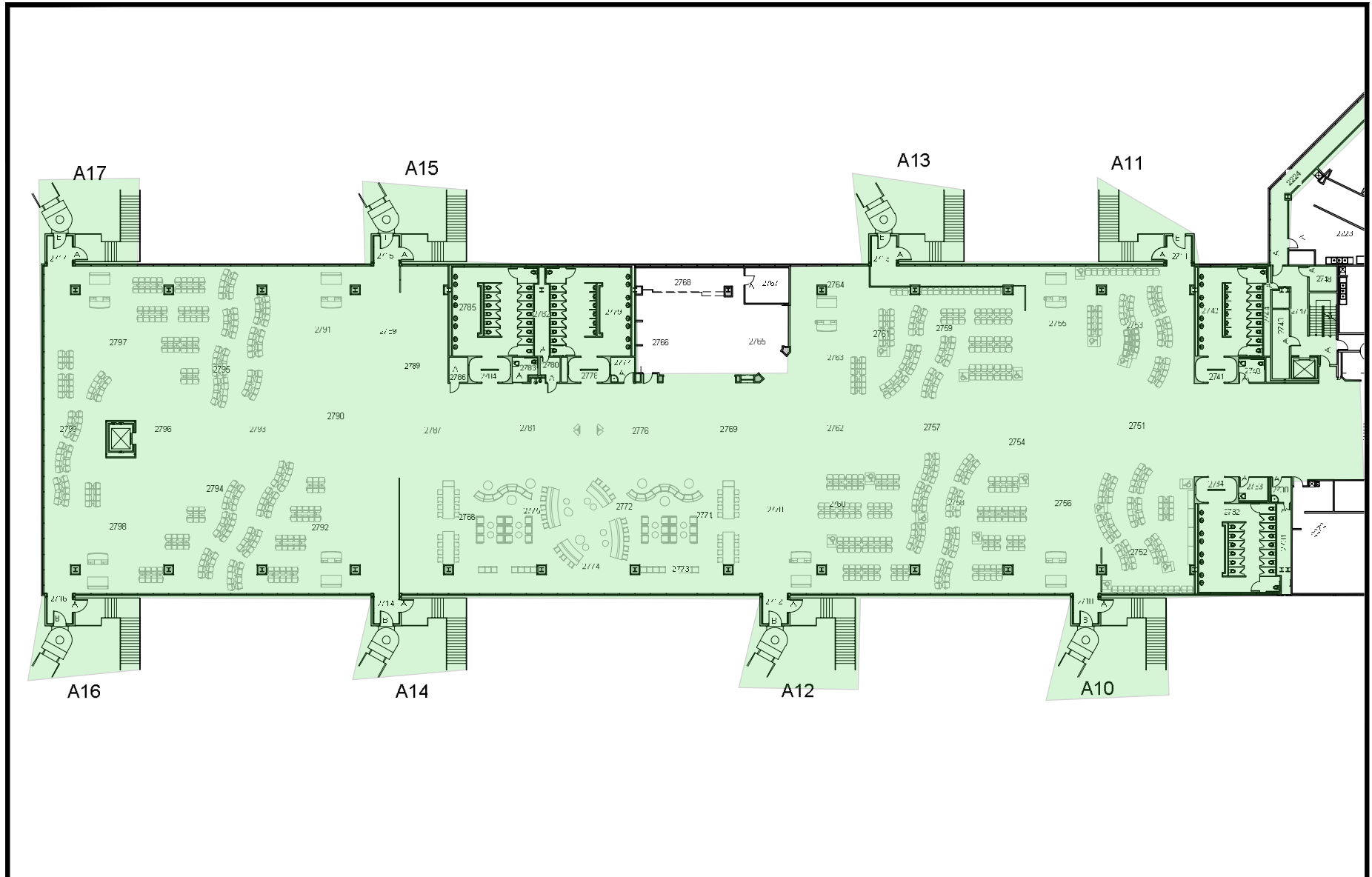


DRAWING: EXH-FAC10294-1		DRAWN BY: D. Wilson	SACRAMENTO INTERNATIONAL AIRPORT NORTH CONCOURSE A LOWER LEVEL	 6900 AIRPORT BLVD. SACRAMENTO, CA 95834
SHEET: EXH-TA1.4	SCALE: N.T.S.	DATE: 5/01/2003		

CUSTODIAL SERVICES RFP - TERMINAL/CONCOURSE A - ATTACHMENT F

CLEAN SHADED AREAS APPROX. 41,000 SQ. FT. 11,000 SQ. FT OF PLB

Updated: 9/8/2019 Printed: 12/1/2020 7:59:44 AM By: Wilson, Don
 File: Y:\Facility\SRP10294-2\Ter-A\Steel\EXH-FAC10294-2.dwg (Tab: 4 of 6)



CUSTODIAL SERVICES RFP - TERMINAL/CONCOURSE A - ATTACHMENT F

CLEAN SHADED AREAS APPROX. 24,000 SQ. FT

Updated: 5/4/2020 Printed: 12/1/2020 7:59:24 AM By: Wilson, Don
File: V:\Facilities\10294-Terminal\Sheet\EXH-FAC10294-1.dwg (Tab: 2 of 5)



DRAWING:	EXH-FAC10294-1	DRAWN BY:	D. Wilson
SHEET:	EXH-TA1.2	SCALE:	N.T.S.
		DATE:	5/01/2003

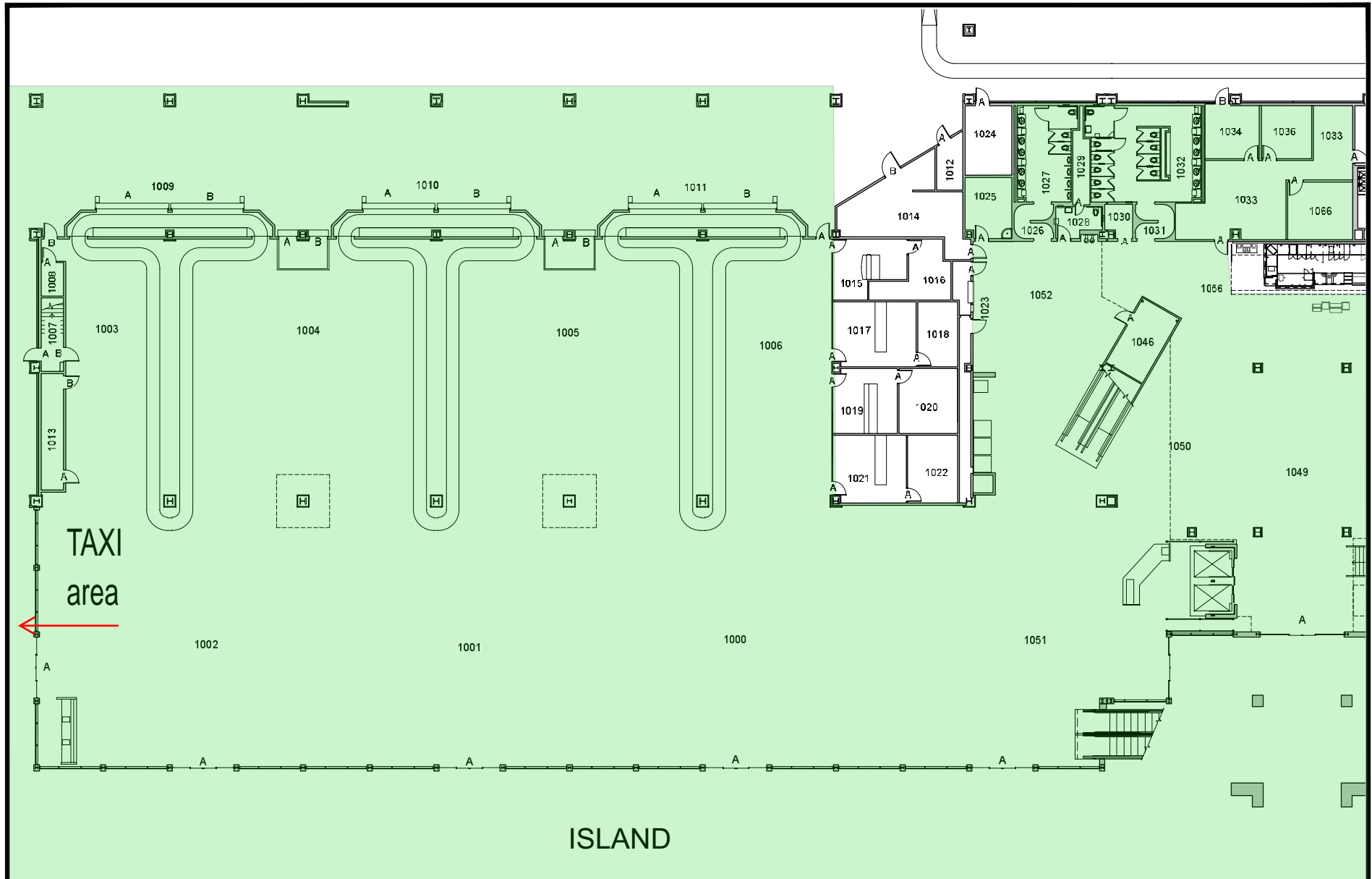
SACRAMENTO INTERNATIONAL AIRPORT
TERMINAL A AIRLINE TICKET AREA




CUSTODIAL SERVICES RFP - TERMINAL/CONCOURSE A - ATTACHMENT F

CLEAN SHADED AREAS APPROX. 54,000 SQ. FT.

Updated: 9/4/2020 Printed: 12/1/2020 7:59:23 AM By: Wilson, Don
File: \\Facility\SMF\10294 - Terminal Services\EXH-FAC10294 1.dwg (Tab: 1 of 5)

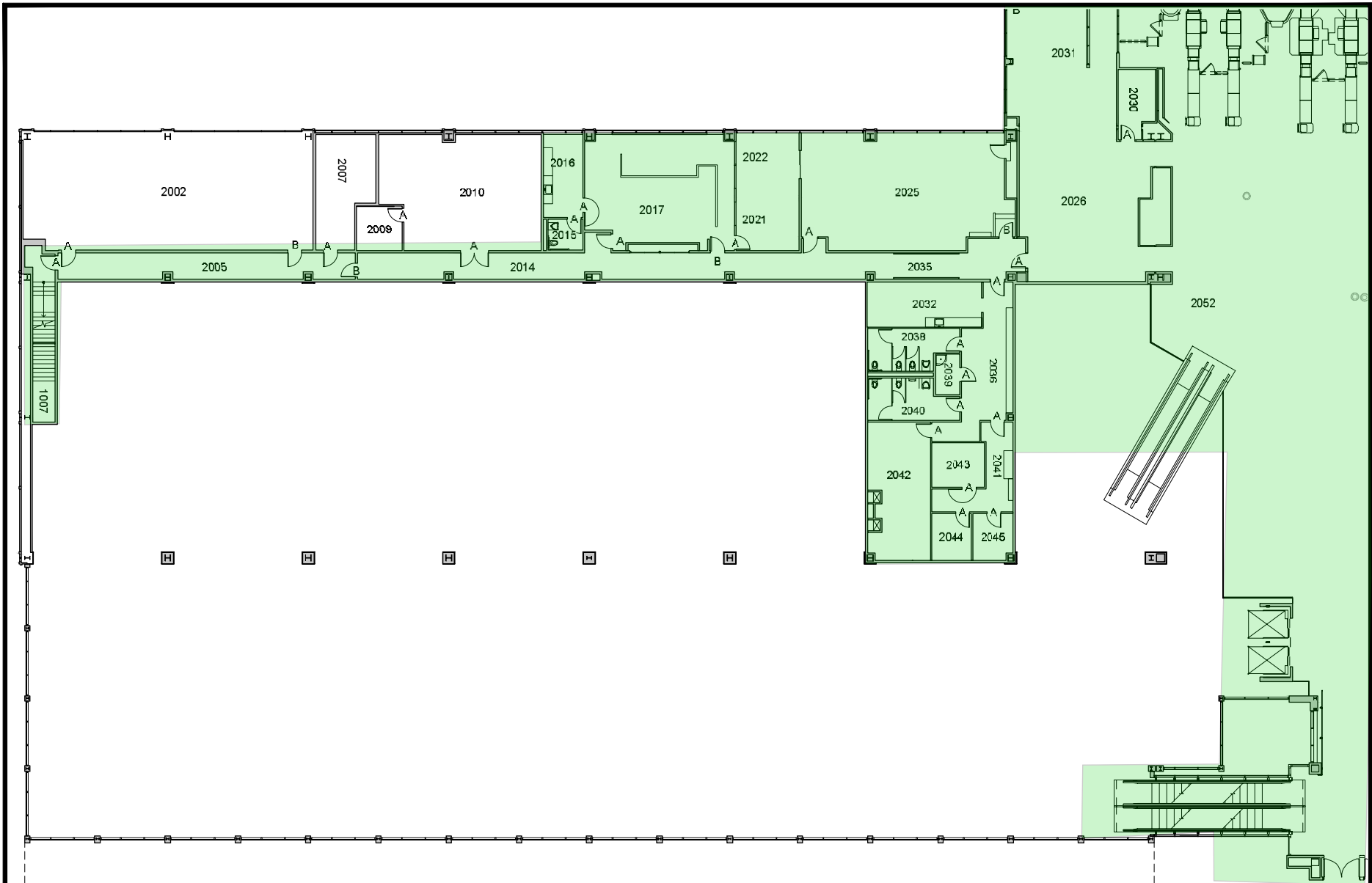


DRAWING: EXH-FAC10294-1		DRAWN BY: D. Wilson	SACRAMENTO INTERNATIONAL AIRPORT TERMINAL A BAGGAGE CLAIM AREA	 6900 AIRPORT BLVD SACRAMENTO, CA 95837
SHEET: EXH-TA1.1	SCALE: N.T.S.	DATE: 5/01/2003		

CUSTODIAL SERVICES RFP - TERMINAL /CONCOURSE A - ATTACHMENT F

CLEAN SHADED AREAS APPROX. 13,000 SQ. FT.

Updated: 9/6/2019 Printed: 12/1/2020 7:59:36 AM By: Wilson, Don
File: V:\Facility\SMF\10294 Term A\Sheet\EXH F\AC 10294 2.cwg (Page 1 of 5)



DRAWING:

EXH-FAC10294-2

DRAWN BY:

D. Wilson

SACRAMENTO INTERNATIONAL AIRPORT

SHEET:

EXH-TA2.1

SCALE:

N.T.S.

DATE:

5/01/2003

WEST TERMINAL A UPPER LEVEL



Attachment G
ANCILLARY BUILDING

CUSTODIAL SERVICES - ATTACHMENT "G"

ANCILLARY BUILDINGS – SACRAMENTO INTERNATIONAL AIRPORT

All cleaning requirements to standards and cleaning tasks as described in the RFP are to be followed in the assigned ancillary buildings at the Sacramento International Airport.

Custodial services shall be provided on all holidays.

BUILDINGS:

CLEANING FREQUENCIES:

5-day a week cleaning area:

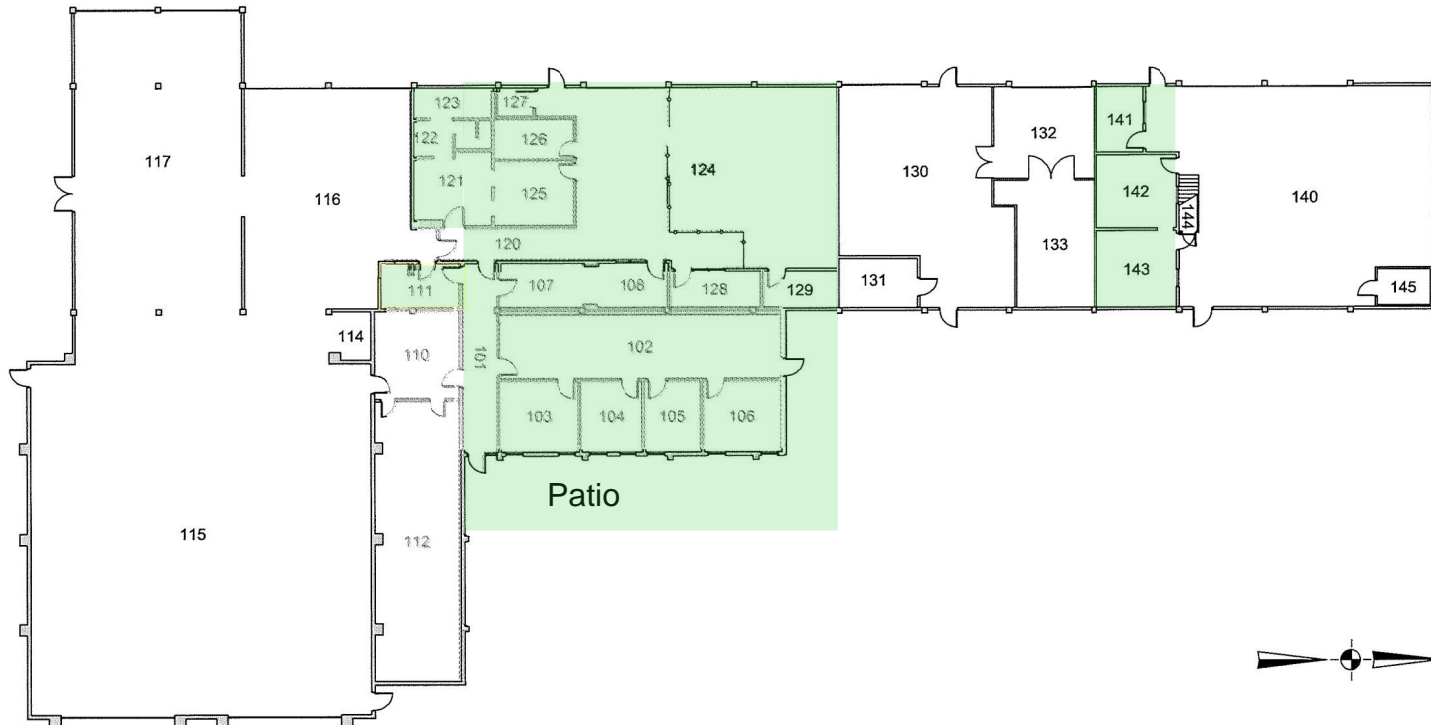
- Airfield Maintenance Trailer approx. 3,000sf (clean after 1600)
- Central Warehouse approx. 8,000sf (clean at 1530)
- Airfield Maintenance Building approx. 6,000sf (clean after 1600)
- Electricians Trailer approx. 2,400sf (clean after 1700)
- Physical Plant Maintenance Building approx. 15,000sf (clean after 1600)
- East Electrical Vault Restroom approx. 100sf (clean once a day)
- CNG Station Restrooms approx. 200sf (clean once a day)

7-day a week cleaning area:

- Operations Building approx. 20,000sf (clean after 1530 and porter between midnight and 0200)

CUSTODIAL SERVICES RFP - ANCILLARY BUILDINGS - ATTACHMENT G

Clean shaded areas
Approx. 6,000 sq.ft.



DRAWING: EXH-FAC10252-1		DRAWN BY: WilsonDS
SHEET: 1	SCALE: N.T.S.	DATE: 11/8/2010

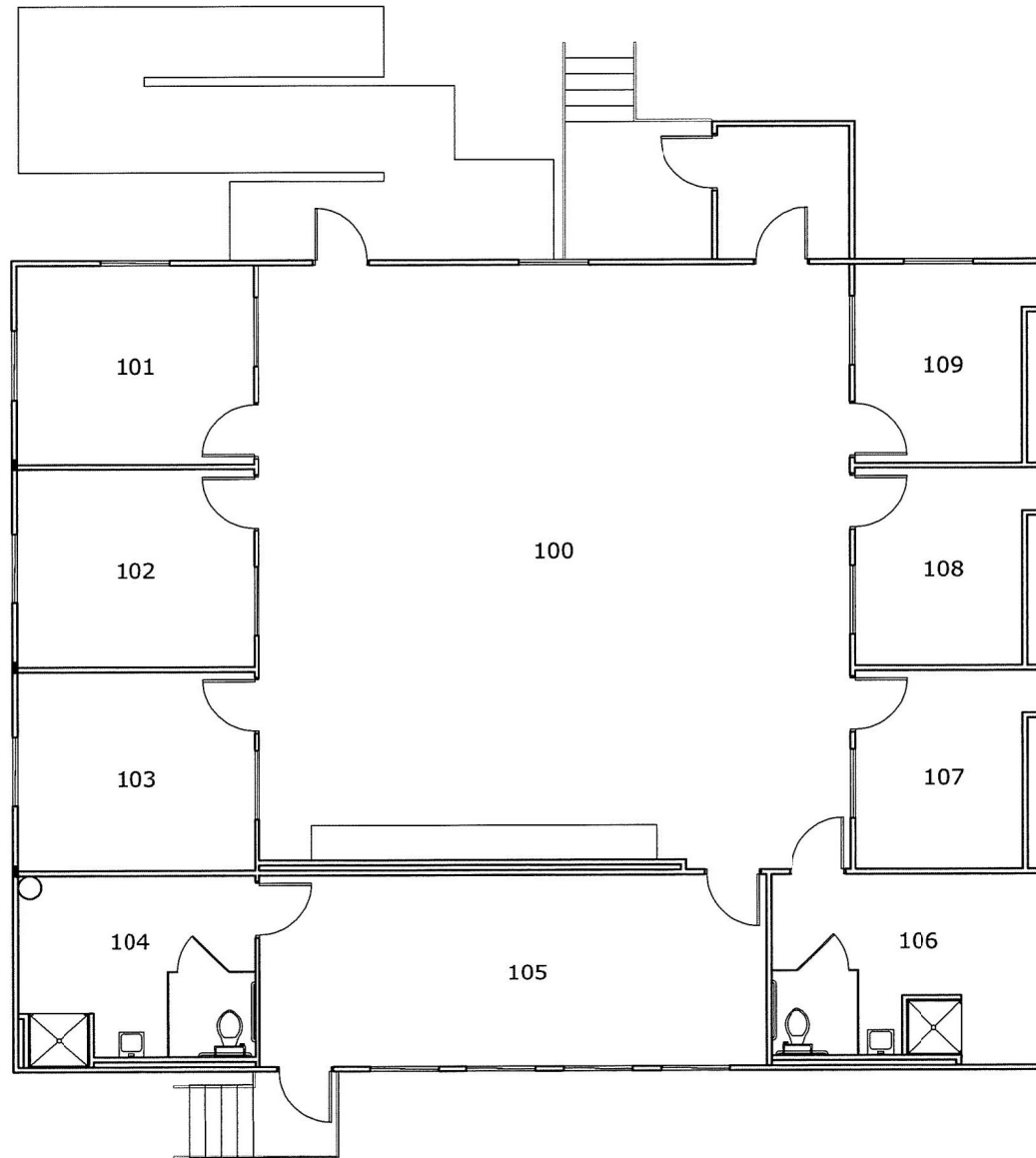
SACRAMENTO INTERNATIONAL AIRPORT
AIRFIELD MAINTENANCE BLDG.
FACILITY 10252



CUSTODIAL SERVICES RFP - ANCILLARY BUILDINGS - ATTACHMENT G

Updated: 2/1/2010 - Printed: 11/8/2010 12:32:22 PM By: Wilson, Don
File: W:\AUTOCAD\maste\smf\exhibits\floorplans\EXH-FAC1267M-1.dwg (Tab: 1267M-1)

Clean entire building
Approx. 3,000 sq. ft.



DRAWING:

EXH-FAC1267M-1

DRAWN BY:

WilsonDS

SHEET:

1

SCALE:

N.T.S.

DATE:

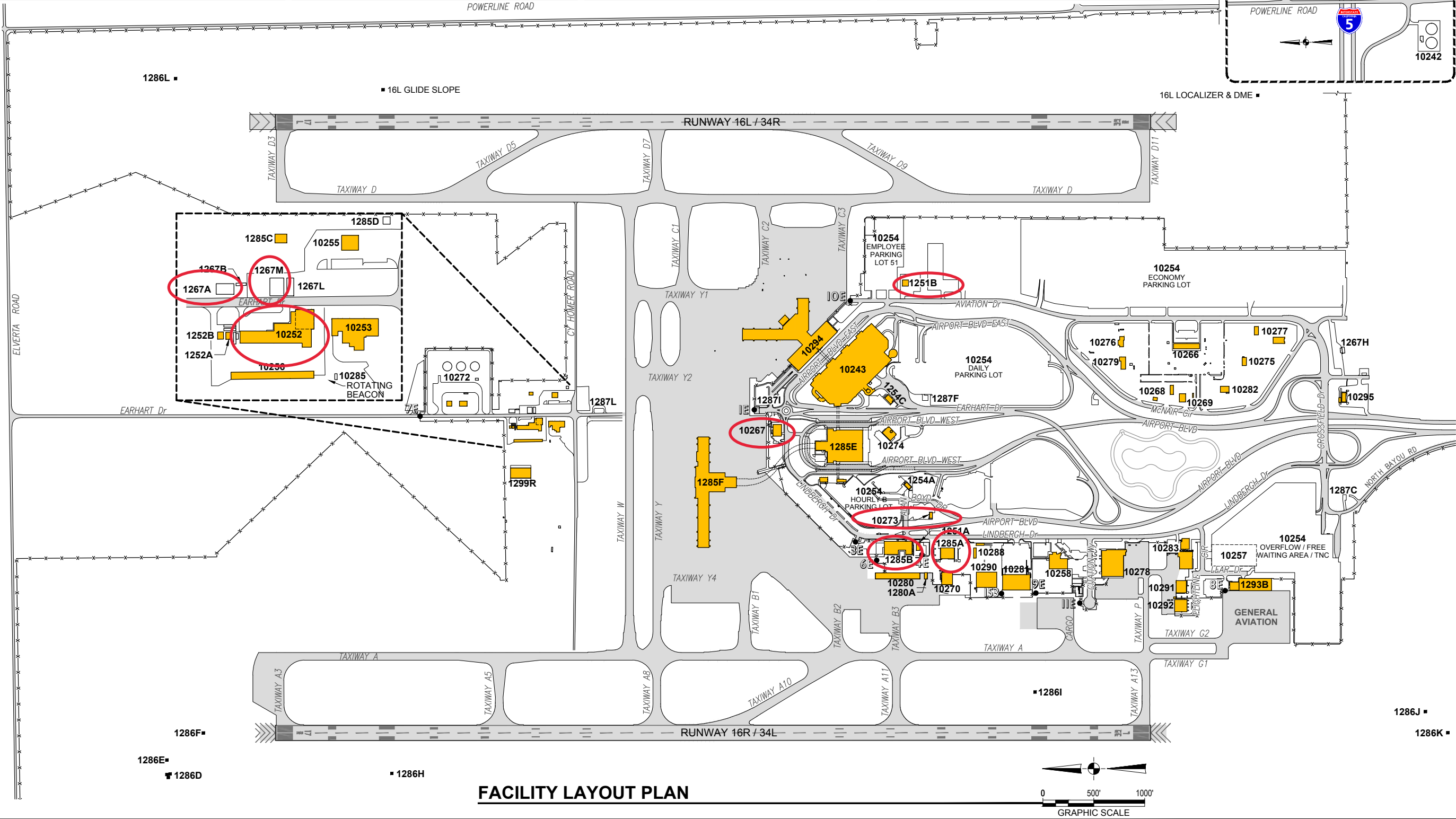
2/1/2010

SACRAMENTO INTERNATIONAL AIRPORT
AIRFIELD MAINTENANCE TRAILER
FACILITY 1267M



FACILITY DATA

FAC #	DESCRIPTION	ADDRESS	FAC #	DESCRIPTION	ADDRESS	FAC #	DESCRIPTION	ADDRESS	FAC #	DESCRIPTION	ADDRESS	FAC #	DESCRIPTION	ADDRESS
10242	Water Pump Facility	5036 Bayou Wy	10272	Fuel Farm	7330 Earhart Dr	10294	Terminal A	6850 Airport Blvd	1285D	North Electrical Vault	7212 Earhart Dr	12860	R/W 16L MALS R Bldg & Elec. Servc	
10243	Parking Garage - Terminal A	6851 Airport Blvd	10273	Alternate Fuel Facility	7001 Airport Blvd	10295	Arco Service Center	6100 Airport Blvd	1285E	Terminal B	6900 Airport Blvd	1287F	Water Well No. 2	
10252	Air Services Building	7207 Earhart Dr	10274	Faa Air Traffic Control Tower	5620 Alan Boyd Dr	XXX	Cargo Sorting Facility	6651 Lindbergh Dr	1285F	Concourse B	6851 Lindbergh Dr	1287I	Irrigation Water Well	
10253	ARFF Building	7201 Earhart Dr	10275	National Service Facility	6230 McNair Cir	1251A	West Electrical Vault	6725 Lindbergh Dr	1285G	Automated People Mover (APM)		1287K	Arff Sewage Lift Station	
10254	Daily Parking Lot	Use Fac 1254C	10276	Avis Service Facility	6520 McNair Cir	1251B	East Electrical Vault	6730 Aviation Dr	1286A	RTR Electric Service		1287L	Biffy Dump	
	Economy Parking Lot	6300 Aviation Dr	10277	Hertz Service Facility	6130 McNair Cir	1252A	Air Services/Elect. Storage Shops		1286B	RTR Generator Building		1287M	Water Well No. 6	
	Employee Parking Lot 51	6734 Aviation Dr	10278	Cessna Citation	5850 Citation Wy	1252B	Storage Shed		1286C	RTR Equipment Building		1293B	Sacramento Jet Center	5885 Lear Dr
	Hourly B Parking Lot	Use Fac 1254A	10279	Budget Service Facility	6420 McNair Cir	1254A	Toll Plaza B	5621 Alan Boyd Dr	1286D	ALSF Complex		1299R	Airfield Equipment & Storage Facility	7225 Earhart Dr
10255	Overflow / Free Waiting Parking Lot	5750 Crossfield Dr	1280	Air Cargo Building	6733 Lindbergh Dr	1254C	Toll Plaza A	6738 Earhart Dr	1286E	R/W 34L Localizer Building				
	Fuel - Wash Facility	7330 Earhart Dr	1280A	Air Cargo Maintenance Shop		1267A	Electricians Trailer	7238 Earhart Dr	1286F	R/W 16R Inner Marker Building				
	Warehouse/shop Building	7215 Earhart Dr	10281	Cargo Sorting Facility	6651 Lindbergh Dr	1267B	Painters Trailer		1286G	R/W 16R Middle Marker Building				
	WFS Truck/Employee Parking Lot	5837 Flightline Cir	10282	Alamo Service Facility	6320 McNair Cir	1267H	Taxi Trailer	5680 Crossfield Dr	1286H	R/W 16R Glide Slope Building				
10258	Air Mail Facility U.s. Post Office	5853 Citation Wy	1280A	FAA FIFO	6349 Lindbergh Dr	1267L	Trailer 2-wide	7220 Earhart Dr	1286I	R/W 34L Glide Slope Building				
10266	Rent-a-car Terminal	6327 Aviation Dr	10285	Radio Equipment Bldg.		1267M	Trailer 4-wide Airfield Maint.	7222 Earhart Dr	1286J	R/W 16R Localizer & DME Bldg				
10267	Operations Building	7001 Lindbergh Dr	10288	Parks Maint. Wash Rack/Mix Stat.	6685 Lindbergh Dr	1280A	Air Cargo Maintenance Facility	6729 Lindbergh Dr	1286K	R/W 34L Middle Marker Building				
10268	Advantage Service Facility	6400 McNair Cir	10290	Sky Chef	6671 Lindbergh Dr	1285A	Physical Plant Maint. Facility	6705 Lindbergh Dr	1286L	R/W MALS R Building				
10269	Enterprise Service Facility	6340 McNair Cir	10291	Corporate Hangar	5868 Flight Line Cir	1285B	Central Warehouse	6741 Lindbergh Dr	1286M	R/W MALS R Bldg. & Elec. Service				
10270	United Air Freight	6701 Lindbergh Dr	10292	Corporate Hangar	5910 Flight Line Cir	1285C	Wildlife Building	7208 Earhart Dr	1286N	R/W 34L VASI Power Transformer				



REVISIONS		
NO.	DATE	DESCRIPTION

FILE NAME: CQ-10250-102
DRAWN BY: DSW
DATE: 11/2/00
DESIGNED BY:
CHECKED BY:
SCALE:
NO SCALE
LINE IS 2 INCHES
AT FULL SIZE
(IF NOT 2" SCALE ACCORDINGLY)

SACRAMENTO INTERNATIONAL AIRPORT

SHEET TITLE

AIRPORT FACILITIES LAYOUT

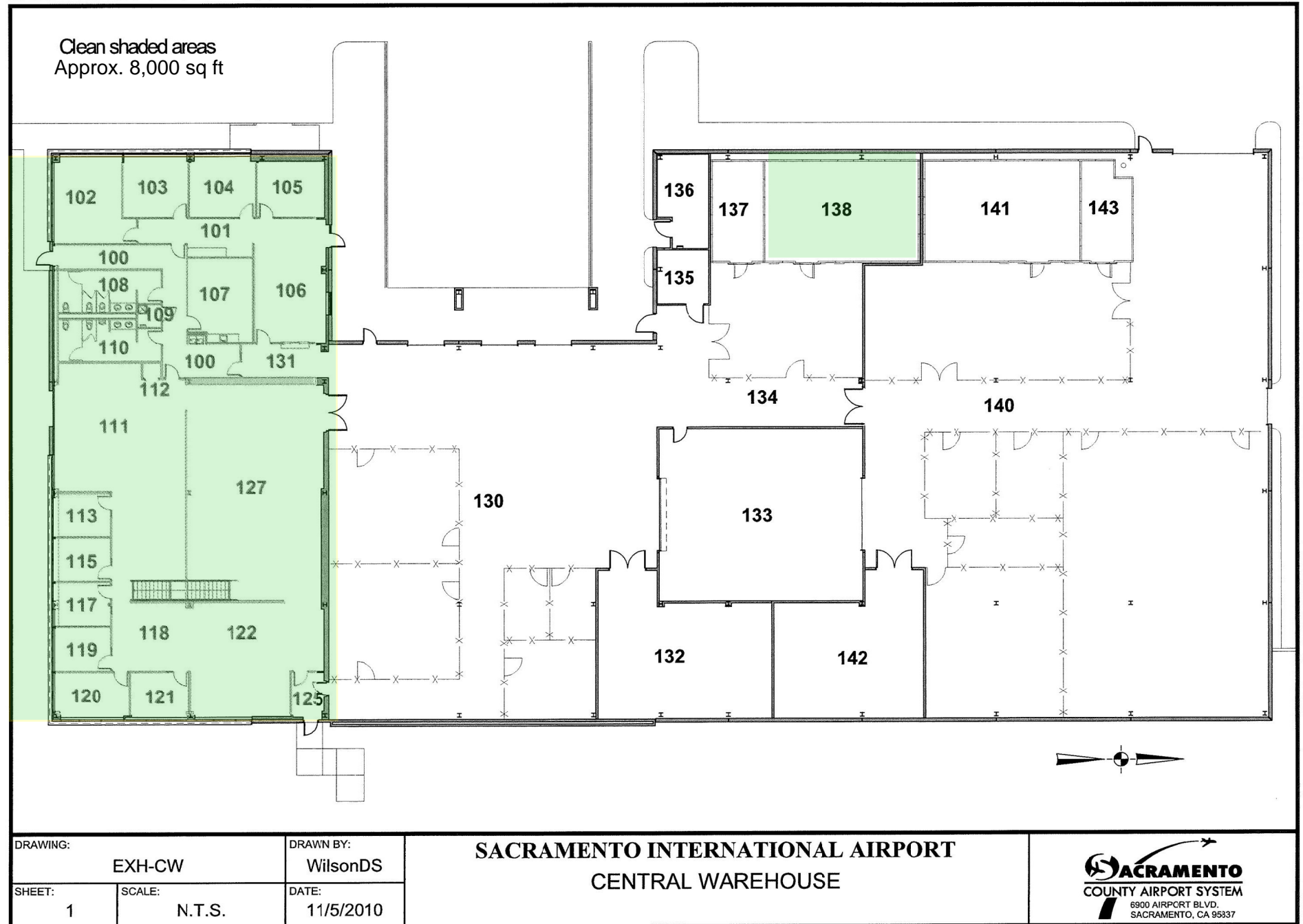
DRAWING NO.

CQ-102

SHEET NO. 1 OF 1

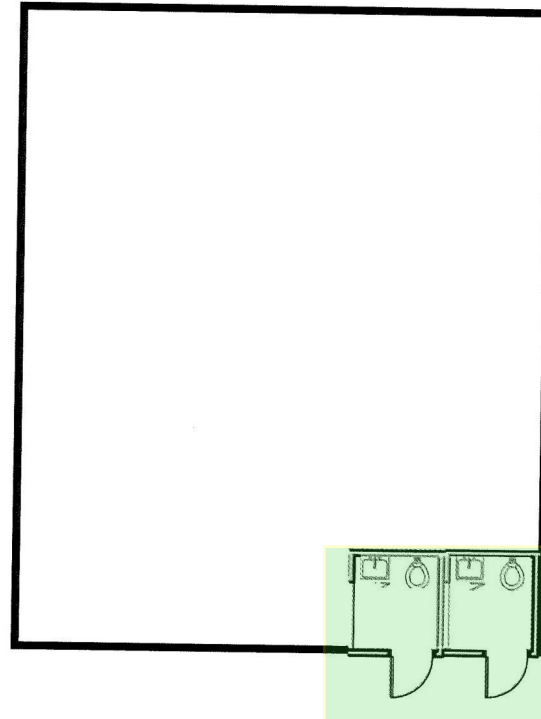
CUSTODIAL SERVICES RFP - ANCILLARY BUILDINGS - ATTACHMENT G


Updated: 11/5/2010 - Printed: 11/5/2010 11:02:24 AM By: Wilson, Don
File: W:\AUTOCAD\master\smf\exhibits\floorplans\EXH-CW.dwg (Tab: CW)



CUSTODIAL SERVICES RFP - ANCILLARY BUILDINGS - ATTACHMENT G

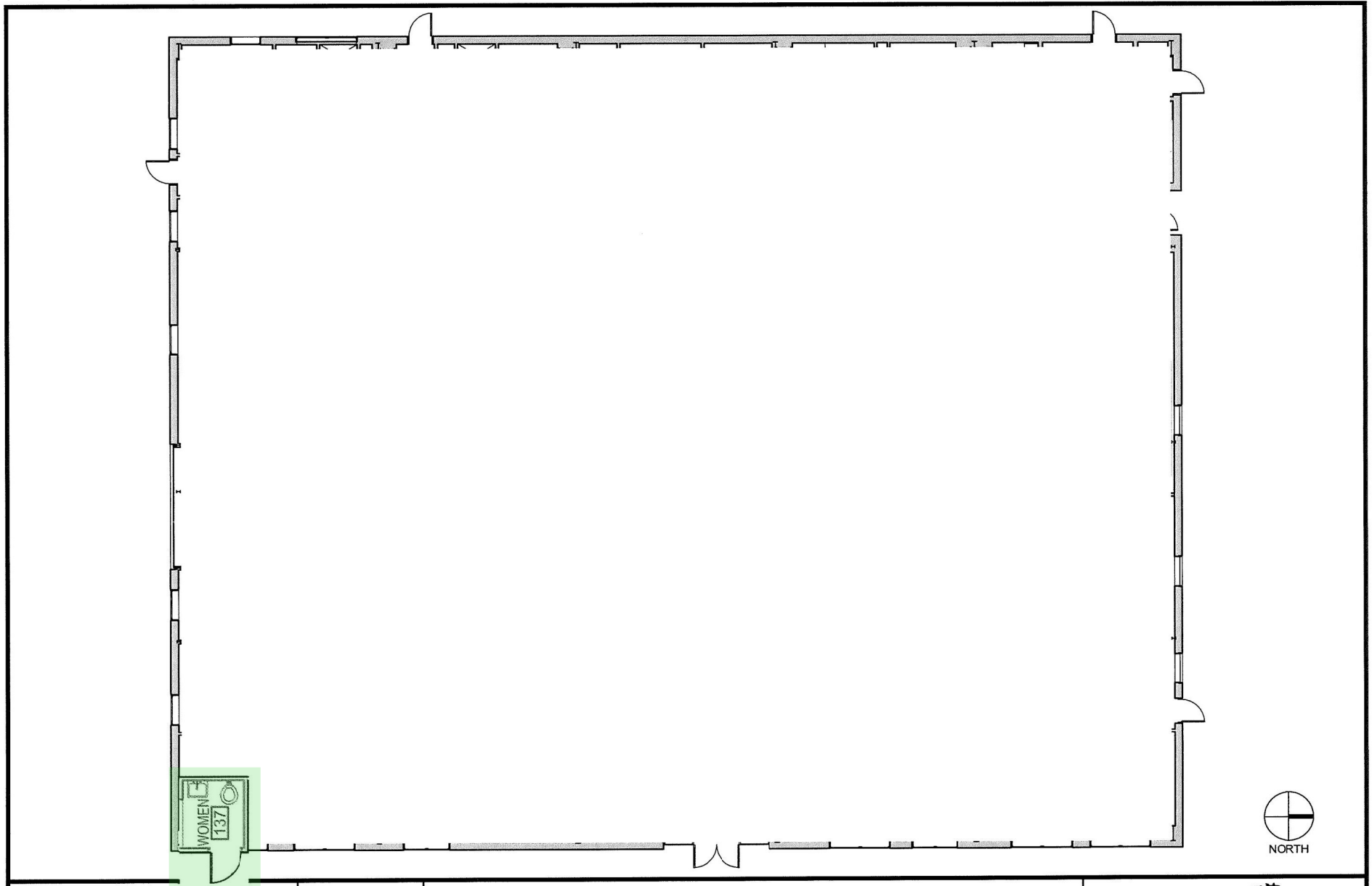
Clean shaded area
Approx. 200 sq. ft.



DRAWING:		DRAWN BY:	SACRAMENTO INTERNATIONAL AIRPORT CNG Station Restroom	 6900 AIRPORT BLVD. SACRAMENTO, CA 95837
SHEET:	SCALE:	DATE:		

CUSTODIAL SERVICES RFP - ANCILLARY BUILDINGS - ATTACHMENT G

Clean shaded area
Approx. 100 sq. ft



DRAWING:

DRAWN BY:

SACRAMENTO INTERNATIONAL AIRPORT

SHEET:

SCALE:

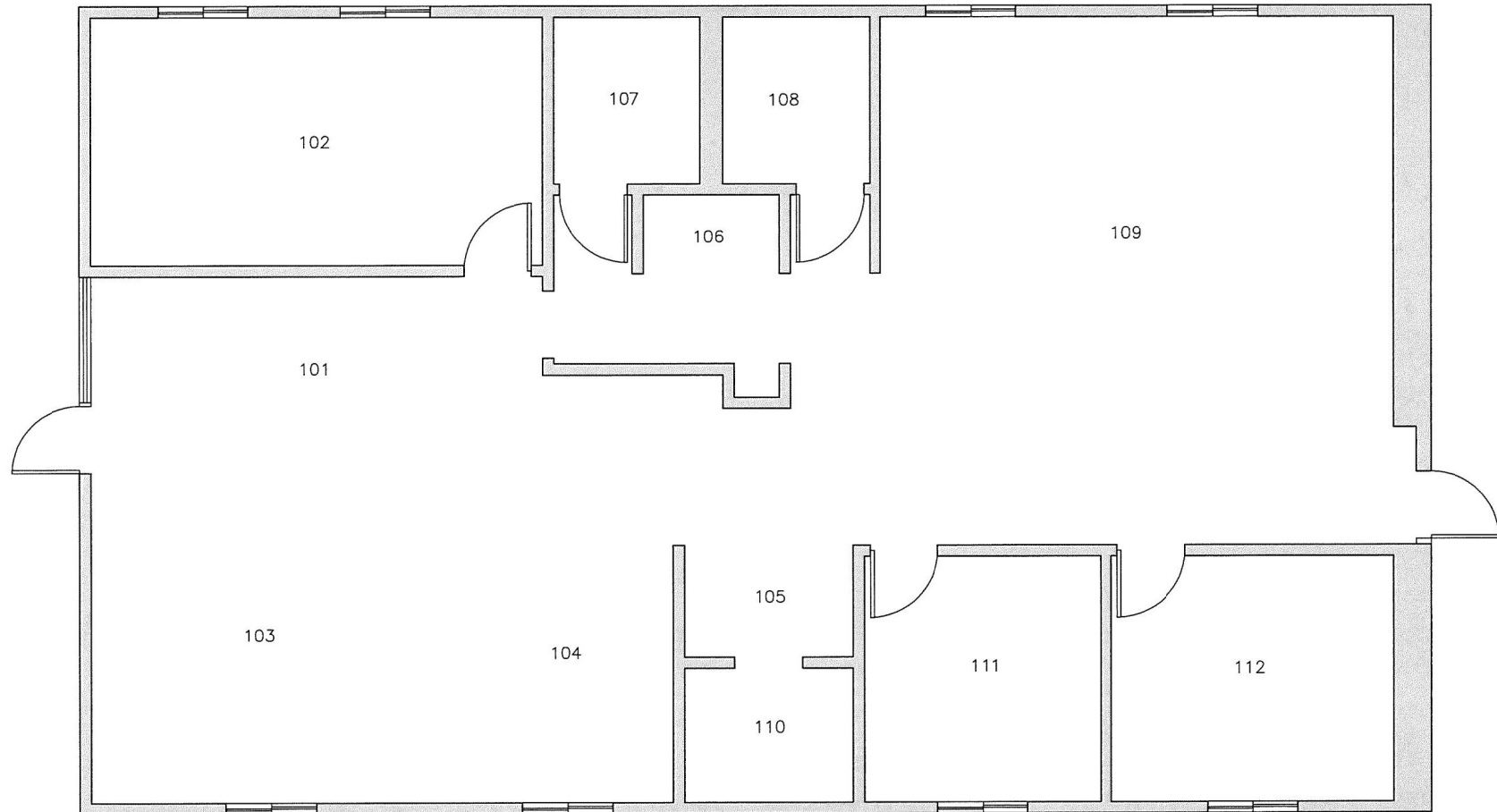
DATE:

East Electrical Vault Restroom



Clean Entire Trailer
Approx. 2,400 sq. ft.

File: W:\AUTOCAD\Master\smf\exhibits\floorplans\EXH-FAC1267A-1 (EXHIBIT) Updated: 4/7/14 Printed: 4/7/14-11:13am By: WilsonDS



DRAWING: EXH-FAC1267A		DRAWN BY: LAA
SHEET: 1	SCALE: N.T.S.	DATE: 06/10/03

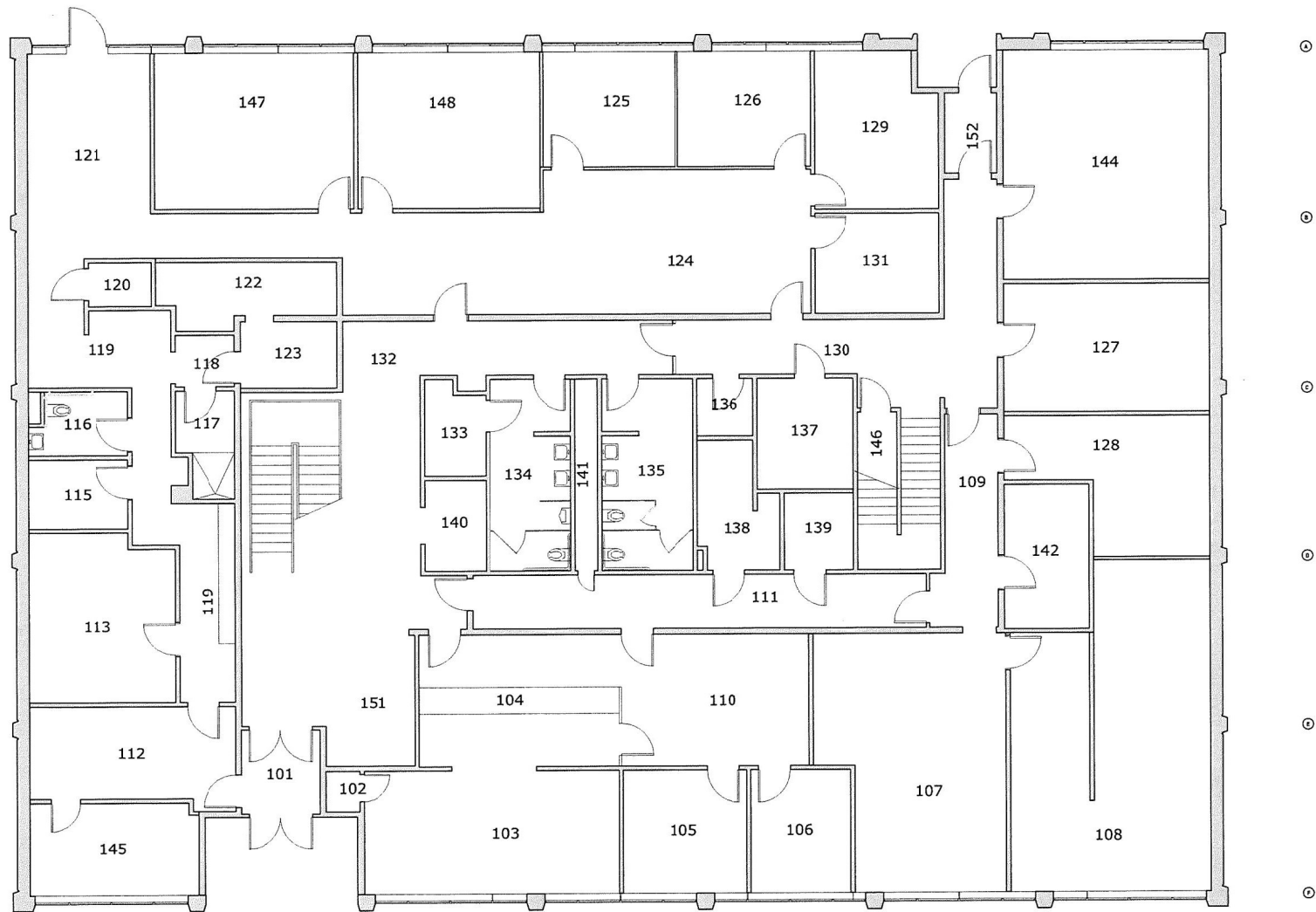
SACRAMENTO INTERNATIONAL AIRPORT
ELECTRICIAN'S TRAILER
FACILITY 1267A



Clean Entire Building
Approx. 20,000 sq. ft.

CUSTODIAL SERVICES RFP - ANCILLARY BUILDINGS - ATTACHMENT G

File: W:\AUTOCAD\Master\smf\exhibits\floorplans\EXH-FAC10267-1 (EXHIBIT) Updated: 8/12/13 Printed: 1/15/14-1:33pm By: WilsonDS



DRAWING:
EXH-FAC10267-1

DRAWN BY:
DSW

SHEET:
1

SCALE:
N.T.S.

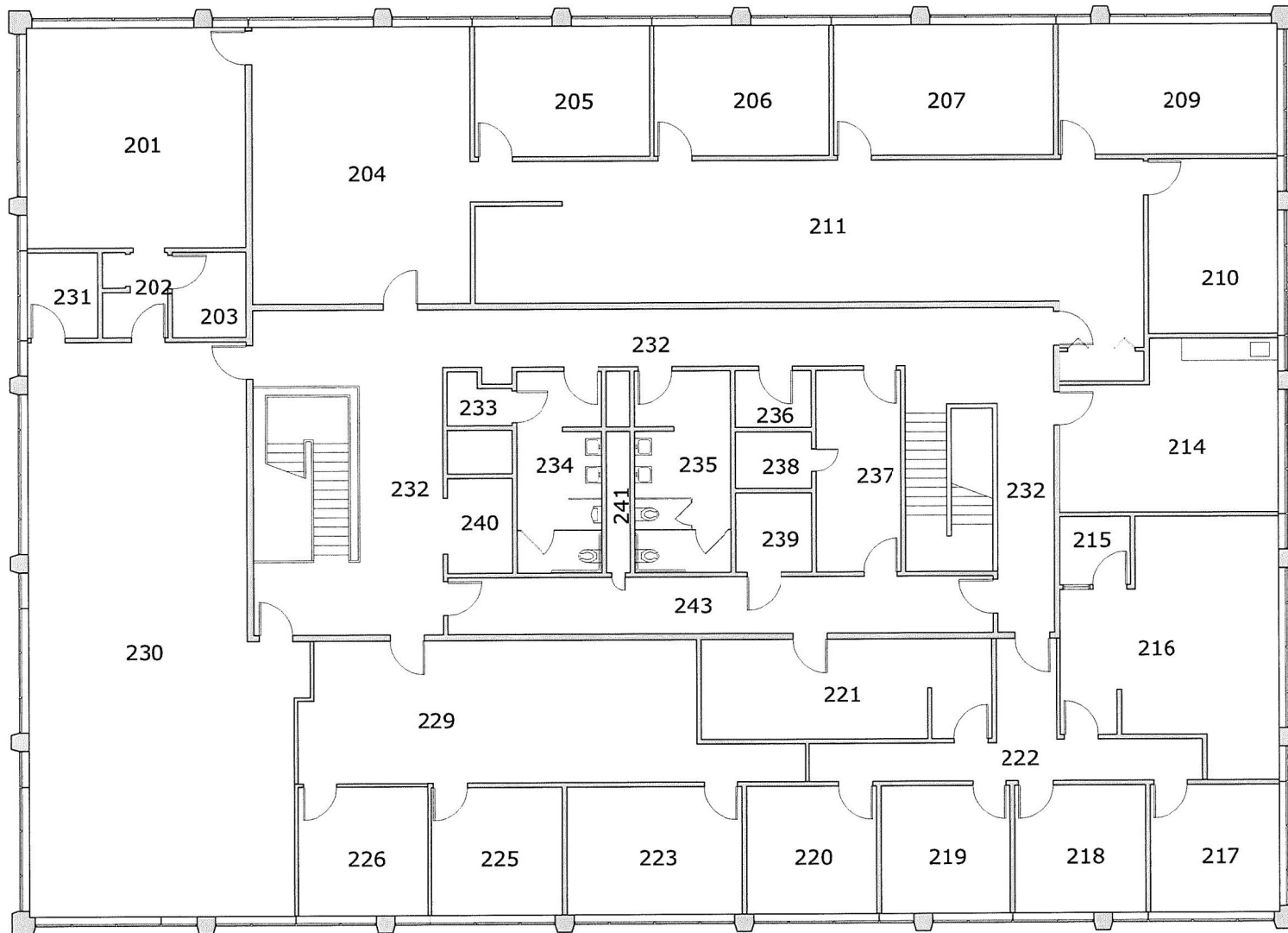
DATE:
8/12/2013

SACRAMENTO INTERNATIONAL AIRPORT OPERATIONS BUILDING FACILITY - 10267 LOWER LEVEL



CUSTODIAL SERVICES RFP - ANCILLARY BUILDINGS - ATTACHMENT G

File: W:\AUTOCAD\Master\smf\exhibits\floorplans\EXH-FAC10267-2 (EXHIBIT) Updated: 11/20/13 Printed: 1/15/14-1:33pm By: WilsonDS



DRAWING: EXH-FAC10267-2		DRAWN BY: DSW
SHEET: 1	SCALE: N.T.S.	DATE: 11/20/2013

SACRAMENTO INTERNATIONAL AIRPORT
OPERATIONS BUILDING
FACILITY - 10267 UPPER LEVEL

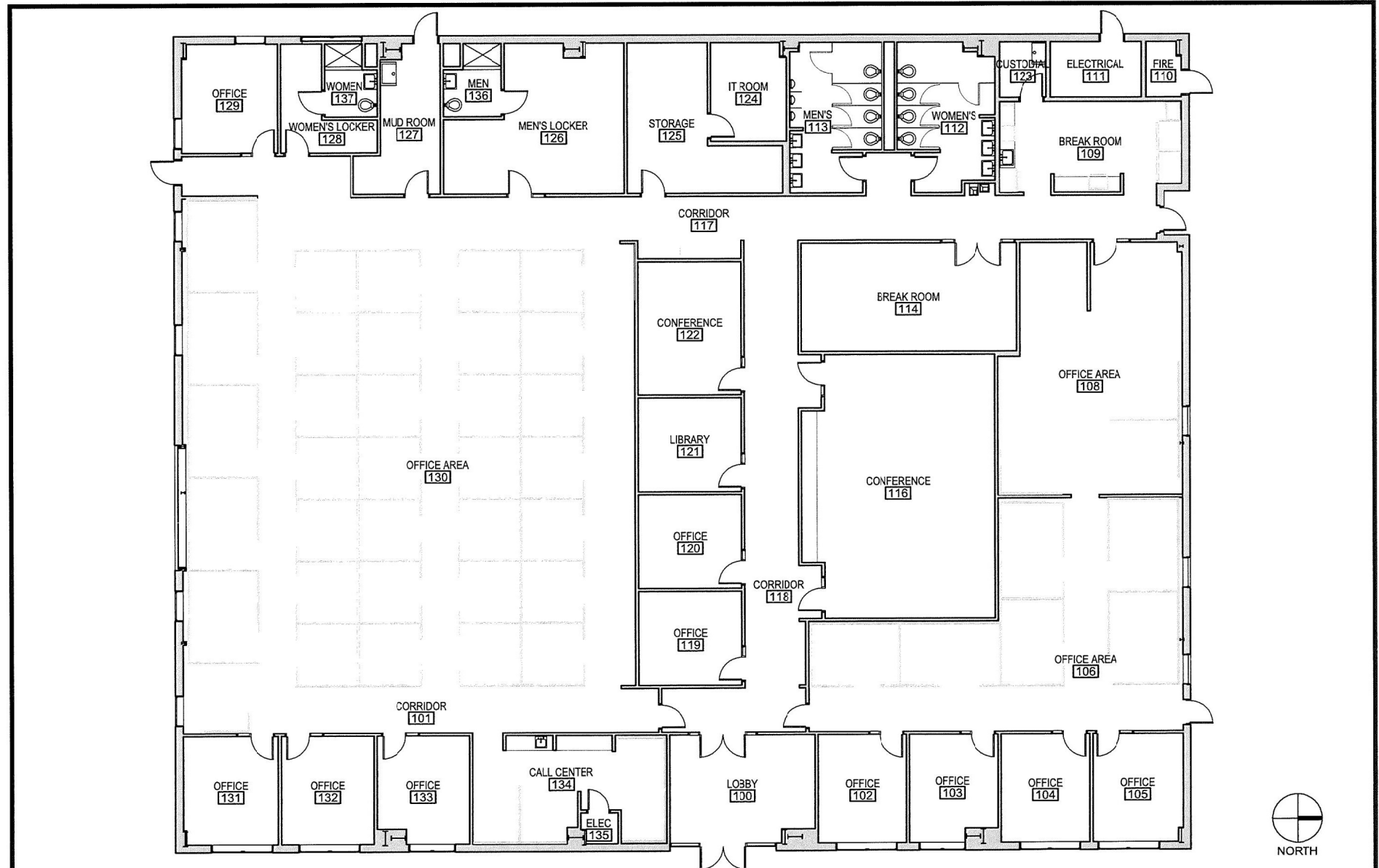


Clean Entire Building
Approx. 15,000 sq. ft.

CUSTODIAL SERVICES RFP - ANCILLARY BUILDINGS - ATTACHMENT G

Updated: 1/15/2014 - Printed: 1/15/2014 2:33:37 PM By: Wilson, Don

File: W:\AUTOCAD\Master\smf\FAC\1285A - PPM\Sheets\Exhibits\Exh-1285A-Fir-B.dwg (Tab: 8.5x11)



DRAWING:

Exh-1285A-Fir-B

DRAWN BY:

D. Wilson

SHEET:

1

SCALE:

N.T.S.

DATE:

1/15/2014

SACRAMENTO INTERNATIONAL AIRPORT

PHYSICAL PLANT MAINTENANCE



Attachment H

RENTAL CAR FACILITY

CUSTODIAL SERVICES - ATTACHMENT "H"

RENTAL CAR FACILITY

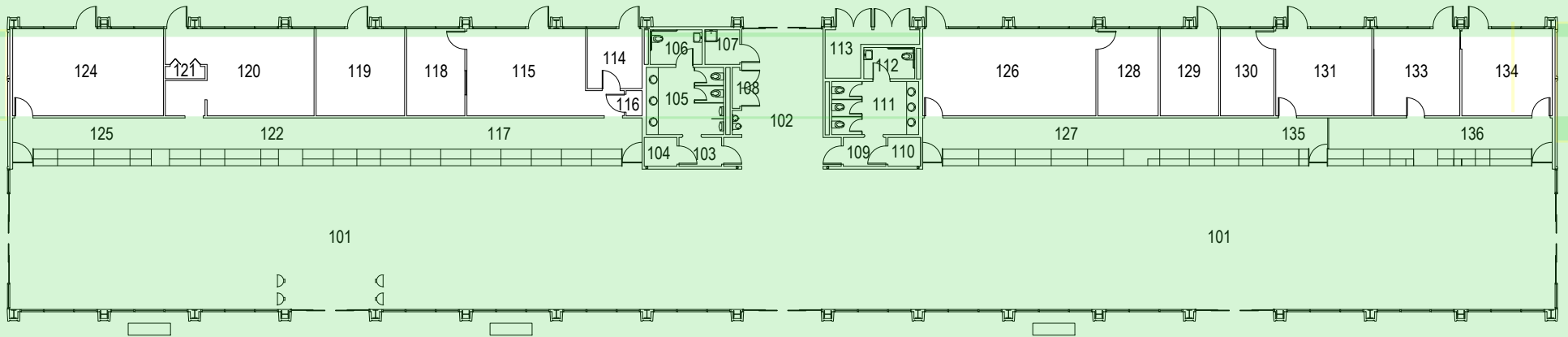
All cleaning requirements to standards and cleaning tasks as described in the RFP are to be followed in the assigned rental Car Facility.

Custodial services shall be provided on all holidays.

BUILDINGS:

- Rental Car Facility 15,000sf
- 7-day a week
- Deep cleaning not to interfere with operations

CUSTODIAL SERVICES RFP - RENTAL CAR FACILITY - ATTACHMENT H
 CLEAN SHADED AREAS APPROX. 15,000 SQ. FT.



DRAWING: EXH-FAC10266-1	DRAWN BY:	SACRAMENTO INTERNATIONAL AIRPORT RENTAL CAR TERMINAL BLDG. FACILITY 10266	 <p>SACRAMENTO COUNTY AIRPORT SYSTEM 6900 AIRPORT BLVD. SACRAMENTO, CA 95837</p>
SHEET: 1	SCALE: N.T.S.	DATE:	

Attachment I

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

COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

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

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

CONTRACTOR hereby certifies that either:

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

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

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

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

CONTRACTOR NAME

Date

Printed Name of person authorized to sign

Signature

Attachment J

CONTRACTOR IDENTIFICATION FORM

CONTRACTOR IDENTIFICATION FORM

☐ Contractor is exempt.

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

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

Completed by: _____ **Date:** _____

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

Contract/PO #	Amount Paid/Payable \$	Term
---------------	---------------------------	------

Department Submitting Information: _____

Department Contact Person: _____

Telephone Number: _____

E-mail Address: _____

Attachment K

FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS

I. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

- A. 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.
- B. 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:
 - 1. Timetables
 - a. Goals for minority participation for each trade: 16.1%
 - b. 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.

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

II. 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.

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. TRADE RESTRICTION CERTIFICATION

A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

- G. 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.

VIII. 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:

- A. 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.
- B. 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.
- C. 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.

IX. 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:

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

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

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

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