



DEPARTMENT OF AIRPORTS

REQUEST FOR PROPOSALS

Aircraft Flight Track and Operations Management System

Proposals due by:

**Monday, April 15, 2019
2:00 p.m. Pacific Standard Time**

March 14, 2019

TO: Prospective Flight Track System Service Providers

FROM: August McNab, Environmental Specialist,
Sacramento County Department of Airports

SUBJECT: **Request for Proposals (RFP)**
Sacramento County Department of Airports
Aircraft Flight Track and Operations Management System

A. Introduction

The County of Sacramento (County) is soliciting proposals from firms or individuals (Respondent) to provide the required components and capabilities of an Aircraft Flight Track and Operations Management System (FLIGHT TRACK SYSTEM) for the Sacramento County Department of Airports (Department) under an Agreement for Aircraft Flight Track and Operations Management System (Agreement).

B. Background

Since the 1970s, the Department has implemented policies to help address noise concerns of residents that live near our airports. One of the Departments goals is to minimize aircraft noise exposure at our airports by educating the pilots, airlines, land use planners, elected officials, and airport neighbors on the programs we have in place to achieve that goal. The FLIGHT TRACK SYSTEM currently uses System Wide Information Management (SWIM) data from the Federal Aviation Administration (FAA) and provides information on the location of aircraft in flight, time of flight, aircraft type, airline (where applicable), and altitude. This system has a web-based public access component that allows citizens to view aircraft flight operations in the Sacramento region.

The Department owns and/or operates four airports in the region: Sacramento International Airport (SMF), Sacramento Mather Airport (MHR), Sacramento Executive Airport (SAC) and Franklin Field (F72). The proposed flight track system should provide flight track matching capabilities for all for airports.

C. Scope of Services

The Departments objectives for the acquisition of a FLIGHT TRACK SYSTEM are to:

1. Provide a FLIGHT TRACK SYSTEM that helps achieve the Department's strategy to be a trusted and highly responsive regional agency;

2. Acquire and analyze flight tracks and associated aircraft identification data;
3. Improve public understanding of Airport's aircraft operations;
4. Assist in investigating and responding to the community with information that they are seeking related to specific aircraft operations;
5. Monitor flight procedures;
6. Monitor weather conditions at the Airport providing the same information provided to the pilot.

The proposed FLIGHT TRACK SYSTEM should include the following major components:

1. Data acquisition;
2. FLIGHT TRACK SYSTEM configuration, data processing and analysis;
3. Noise complaint management, and
4. Data output and presentation.

A scope of work, including the Department's desired technical specifications, is detailed in Exhibit C of the proposed Agreement provided as Attachment A to this RFP and incorporated herein.

D. Term and Effective Date of the Agreement

Subject to approval by the Board of Supervisors, the Department intends to award the Agreement in June 2019. The term of the Agreement will be three (3) years with two (1) one-year options to extend the term at the discretion of the Director. The Department reserves the right to reject all submittals.

E. How to Obtain the Request for Proposals (RFP)

Complete sets of the RFP are available by visiting the Department website at http://www.sacramento.aero/scas/opportunities/bids_and_requests/.

F. Deadline

Submit one (1) original hard copy of the proposal and one (1) CD or flash drive containing the entire submittal, in a sealed envelope clearly marked, "Aircraft Flight Track and Operations Management System RFP", at

the location and by the deadline stated below. All late responses will be rejected.

Date: Monday, April 15, 2019
Time: 2 p.m. Pacific Daylight Time
Location: Sacramento County Department of Airports
Attention: August McNab
6900 Airport Boulevard
Sacramento, CA 95837-1109

G. Format of Submittal Transmittal Letter

Responses to this solicitation must be prepared in the following format and should address the contents in Sections H, I, J, K and L listed below. The response should be concise and must not exceed 35 total pages including cover letter, table of contents, any attachments, resumes etc. Submittals must be signed by an authorized employee or officer in order to receive consideration.

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

1. Name and address of Respondent;
2. Name, telephone number, and e-mail address of primary contact person;
3. Name, title, address, telephone number, and e-mail address of the individual(s) with authority to execute a binding contract on behalf of the Respondent;
4. Acknowledgement of any Addenda that may be issued;
5. Acknowledge review of the proposed Agreement provided as Attachment A; and
6. Include a statement the Respondent agrees to the contract format, its content and all requirements as presented including professional liability insurance limits. If Respondent takes exception to the language in the Agreement, Respondent must create an attachment labeled "Exceptions to Agreement" and submit it with the proposal.
7. Provide a brief statement as to whether Respondent and/or Respondent's partners, joint venture associates, or any other individual or entity of Respondent's team has any potential conflicts

that may arise in the performance of the services requested in this RFP.

The following documentation and forms must be completed, included with the proposal and received by the Department by the Proposal Due Date:

1. Cover Letter;
2. One unbound, reproducible original proposal marked "Original";
3. A digital pdf copy (Adobe Acrobat or compatible program) of the submittal;
4. Respondent Team Organization Chart;
5. County of Sacramento Contractor Certification of Compliance Form provided as Attachment B to this RFP and incorporated herein;
6. Contractor Identification Form provided as Attachment C to this RFP and incorporated herein; and

H. Minimum Qualifications

1. Successful Respondent will have worked in the industry for a minimum of five (5) years.
2. Successful Respondent must have three (3) current airport clients. Each of these airport clients must have total passenger traffic of at least 10 million per year.

I. Proposals

The selected Respondent must successfully demonstrate the capability to provide a FLIGHT TRACK SYSTEM for the Department. Responses to this RFP should contain sufficient information to demonstrate qualifications and experience and cite previous examples of success and must respond to the following questions and include the following information:

1. **Proposal Introduction:** The introduction should provide an overview of the proposed FLIGHT TRACK SYSTEM that highlights its major advantages and disadvantages. However, please *limit redundancy*, where possible, by not including information in the introduction that other sections address in detail.
2. **Non-Compliant and Developmental Elements:** The introduction must include a section titled "Non-Compliant and Developmental Elements" that identifies the following items:

- a. Requirements with which the Respondent's FLIGHT TRACK SYSTEM will not comply with the technical specifications detailed in Exhibit C of the proposed Agreement, including, but not limited to: components, services, features, capabilities, or performance.
- b. Any features, capabilities, components, or other elements of the proposed FLIGHT TRACK SYSTEM that are not current capabilities of the Respondent's existing software or hardware; i.e., any elements that will require hardware or software development or customization. The Non- Compliant and Developmental Elements section must identify the date(s) by which the Respondent will have completed all required development or customization, and the date the item will be integrated into the SMF installation, ready for acceptance testing. This section must also clearly specify if any features, capabilities, components or other elements required in these technical specifications will not be provided with the proposed FLIGHT TRACK SYSTEM. These requirements apply to elements of the proposed FLIGHT TRACK SYSTEM that relate to mandatory requirements of these technical specifications, and also to additional or optional capabilities the proposing firm offers or promises detailed in the proposal.
- c. Any features, capabilities, components, or other elements of the proposed FLIGHT TRACK SYSTEM that are fully developed but that the proposing firm has never installed and been accepted at another airport.
- d. Any software elements of the proposed FLIGHT TRACK SYSTEM that are not currently running under a Microsoft Windows™ operating system.

Note: The Department will incorporate Respondent's technical response to the technical specifications into the "Scope of Work" of the Agreement.

- 3. **Alternatives and Options:** Respondent may offer alternative approaches and optional features for accomplishing required capabilities. The proposal must describe the advantages and disadvantages of alternative approaches and optional features, in particular any cost-performance tradeoffs, to assist the Department in selecting the approaches to include in the FLIGHT TRACK SYSTEM. Proposals should identify ways in which the easing of technical specifications would result in cost savings either at installation or annually, improved FLIGHT TRACK SYSTEM reliability, or other advantages.
- 4. **Minimization of Operating and Maintenance Expenses:** In all areas of FLIGHT TRACK SYSTEM design and operation, Respondent shall propose an

approach that minimizes ongoing operating and maintenance effort and expense. Respondent should consider this objective when developing the basic proposal and proposals for alternatives and options.

5. **Assumptions Regarding Department Responsibilities:** Respondent's technical response must clearly identify any hardware or software components and any installation or ongoing services or support that are required for the proposed FLIGHT TRACK SYSTEM installation to operate in compliance with these technical specifications, but which the Respondent has not included in its price proposal, or assumes that the Department will provide. The technical response also must identify any necessary computer networking, hardware, software, operating components, capabilities, performance, and compatibility that the Respondent's FLIGHT TRACK SYSTEM installation will require from the Department's existing information technology infrastructure, in order to operate in the specified and/or proposed manner.
6. **Estimated Project Schedule:** Respondent shall provide a detailed installation schedule with major deliverables/milestones and a checklist of the items to be installed with the proposed FLIGHT TRACK SYSTEM. Respondent should list any potential roadblocks. This checklist may be modified during negotiations for inclusion in the Agreement. Respondent must provide a detailed checklist of each item to be installed within the proposed system including the following details:
 - a. Name of the item;
 - b. Description of item;
 - c. Item cross-referenced to requirements found in this document;
 - d. Group and main point of contact assigned for development of each item;
 - e. Timeline for delivery of each item;
 - f. Timeline for testing for each item; and
 - g. Expected date of acceptance for each item.

Respondent must arrange and hold bi-weekly status calls with the Department to update progress of each item, identify issues as they arise, develop resolutions, and revise the timeline as needed. Failure to deliver the FLIGHT TRACK SYSTEM according to the schedule may result in liquidated damages charged per day beyond the completion date in the proposed schedule at a rate determined by the Department.

J. Key Personnel Experience

1. Identify and provide a brief resume for the proposed project manager of this assignment, including special qualifications and demonstrated experience.

2. Provide brief resumes for key team members proposed to be assigned to this project.
3. Describe the firm's or team's management structure for this project with clear identification of the specific services key team members assigned to this project will provide.

K. Fee Structure

Please detail the fees to perform the requested services. Submit all proposed costs and fees associated with performing and completing the services and project requested in this RFP, including a description of each type of fee. (i.e., hourly rate, trip charge, monthly fixed, tax, etc.). The terms of the resulting contract will be subject to negotiation with the successful entity.

L. References

Respondent must provide the length of time the proposed FLIGHT TRACK SYSTEM has been in operation at other U.S. or International airports. Respondent must provide a minimum of two (2) references for successfully installed and operational systems similar to the one proposed to the Department, i.e. multi-airport systems. The references must include:

1. Airport;
2. Point of contact;
3. Year FLIGHT TRACK SYSTEM installation began;
4. Duration of FLIGHT TRACK SYSTEM installation;
5. Total cost of FLIGHT TRACK SYSTEM installed; and
6. Current annual maintenance and support costs.

It is the Respondent's responsibility to validate the contact information for references. The Department may request information from Respondent's clients, government agencies, or any other available sources.

M. RFP Timeline

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

EVENT	DATES AND TIMES
Issuance of RFP	March 14, 2019
Deadline for Submitting Questions	March 22, 2019
Addenda Issued, if necessary	March 29, 2019
Proposal Due Date Department of Airports	April 15, 2019 at 2:00 P.M.

6900 Airport Boulevard Sacramento, CA 95837-1109	Any proposal received after this date and time will be returned as non-responsive.
Selection Notification to Respondents	April 26, 2019
Recommendations of Selection Committee Presented to County Board of Supervisors	June 2019
County Executes Agreements with Selected Proposers	July 2019 (Pending BOS approval)

N. Evaluation of Proposals

Proposals will be evaluated based on the following:

- Respondent Experience and Qualifications
- Non-Compliant Developmental Items
- FLIGHT TRACK SYSTEM Functionality, Database Structure and Technical Design
- FLIGHT TRACK SYSTEM Support and Maintenance
- Ease of Use
- Fee Structure and Price

Upon completion of this review, the review panel retains the right to invite a short list of Respondents for an interview.

The Department reserves the right to reject any and all proposals; 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.

O. Questions

All inquiries regarding this RFP must be directed in writing, via e-mail to August McNab at McNabA@sacounty.net no later than March 22, 2019.

If modifications or clarifications to this RFP are necessary, the Department will provide a written addendum to the RFP on the Departments website.

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

P. Conditions

FAA General Contract Provisions for Solicitations

The Respondent 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.

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 proposals. 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>

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.

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.

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 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 Respondent are public records once a recommendation from the selection committee has been made to the County Board of Supervisors.

Taxation

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

No Confidential or Proprietary Information

All information given to the Department or the Selection Committee 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 respondent 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.

Attachments:

- A. *Form of Consulting Agreement*
- B. *County of Sacramento Contractor Certification of Compliance Form*
- C. *Contractor Identification Form*
- D. *FAA General Contract Provisions for Solicitations*

AGREEMENT FOR AIRCRAFT FLIGHT TRACK AND OPERATIONS MANAGEMENT SYSTEM FOR SACRAMENTO COUNTY DEPARTMENT OF AIRPORTS

THIS AGREEMENT is made and entered into as of this ____ of _____, 2019, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and _____, a company organized and existing under the laws of the State of _____, and authorized to business in the State of California hereinafter referred to as "CONTRACTOR."

RECITALS

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

WHEREAS, the COUNTY desires to engage CONTRACTOR for the provision of aircraft flight track and operations services; and

WHEREAS, CONTRACTOR has the necessary qualifications, experience, technical facilities, and personnel to accomplish the objectives set forth; and

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

WHEREAS, via Resolution #____ - _____, the Sacramento County Board of Supervisors authorized the Director of Airports, hereinafter referred to as "Director", to execute the Agreement for Aircraft Flight Track and Operations Management System with CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

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

II. TERM

This Agreement shall be effective and commence as of the date written above and shall end on June 30, 2022.

The COUNTY shall have two (2) separate one-year options to extend the Term. If COUNTY elects to extend the Term, COUNTY will provide notice to

CONTRACTOR at least 30 days prior to the expiration of the Term, or extended Term, as the case may be.

III. NOTICE

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

TO COUNTY

TO CONTRACTOR

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

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 CONTRACTOR'S assigned personnel under the terms and conditions of this Agreement.
- F. It is further understood and agreed that if CONTRACTOR'S project manager or key personnel cease employment with CONTRACTOR during the term of this Agreement, COUNTY reserves the right to approve the proposed replacement personnel (via interview and reference checks) and to terminate this Agreement if not satisfied with those personnel.

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

XII. BENEFITS WAIVER

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

XIII. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing 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, 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

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, including with counsel reasonably acceptable to County, 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 or reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or relating to the alleged or actual error or omission, negligence, recklessness, willful misconduct, infringement of intellectual property rights, breach of trust, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its duties under this Agreement by CONTRACTOR, its employees, CONTRACTOR's sub consultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law, excepting only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. CONTRACTOR shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend the Indemnified Parties with counsel reasonably acceptable to County. Notwithstanding the foregoing, County shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should County elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently require that CONTRACTOR thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's sub consultants or subcontractors at any tier.

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

The provisions of this Indemnity obligation 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 FOR SERVICE 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 monthly, upon completion of services. 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 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.

XXV. SUCCESSORS

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

XXVI. TIME

Time is of the essence of this Agreement.

XXVII. INTERPRETATION

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

XXVIII. 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 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, State and federal law.

XXIX. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY'S yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the

Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXX. 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.

XXXI. AUDITS AND RECORDS

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

XXXII. PRIOR AGREEMENTS

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

XXXIII. SEVERABILITY

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

XXXIV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or

failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. SURVIVAL OF TERMS

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

XXXVI. DUPLICATE COUNTERPARTS

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

XXXVII. AUTHORITY TO EXECUTE

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

XXXVIII. FAA ASSURANCES

CONTRACTOR will, at all times during this Agreement, comply with the provisions 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 http://www.faa.gov/airports/aip/grant_assurances/media/airport-sponsor-assurances-aip.pdf]

XXXIX. FAA CONTRACT PROVISIONS

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

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**

CONTRACTOR

By: _____

Director of Airports

By: _____

Title: _____

Date: _____

Date: _____

**CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL**

By: _____

County Counsel

Date: _____

Exhibits

Exhibit A – Scope of Services
Exhibit B – Insurance Requirements
Exhibit C – Budget Requirements
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 International Airport
Street Address:	6900 Airport Boulevard
City and Zip Code:	Sacramento, CA 95837

II. DESCRIPTION OF SERVICES

The technical specifications described below are the required components and capabilities of an Aircraft Flight Track and Operations Management System (FLIGHT TRACK SYSTEM). The COUNTY owns and/or operates four airports in the region: Sacramento International Airport (SMF), Sacramento Mather Airport (MHR), Sacramento Executive Airport (SAC) and Franklin Field (F72). The FLIGHT TRACK SYSTEM must provide flight track to runway matching capabilities for all for airports. CONTRACTOR agrees to provide the COUNTY with a FLIGHT TRACK SYSTEM that accomplishes the following objectives:

- a. Achieve the COUNTY’s strategy to be a trusted and highly responsive regional agency.
- b. Acquiring and analyzing flight tracks and associated aircraft identification data
- c. Improve public understanding of Airport’s aircraft operations;
- d. Assist in investigating and responding to the community with information that they are seeking related to specific aircraft operations;
- e. Monitor flight procedures;
- f. Monitor weather conditions at the Airport providing the same information the pilot is provided.

1. FLIGHT TRACK SYSTEM Conceptual Design Features

The COUNTY’s FLIGHT TRACK SYSTEM conceptual design includes the following major components:

- a. Data acquisition;
- b. FLIGHT TRACK SYSTEM configuration, data processing and analysis;
- c. Noise compliant management, and

- d. Data output and presentation

2. Data Acquisition

The COUNTY's FLIGHT TRACK SYSTEM conceptual design includes data acquired in two (2) categories: Aircraft operations; and weather.

- a. Aircraft Operations Data

The COUNTY seeks the most cost-effective means to obtain aircraft flight track information in terms of annual maintenance and support costs, which is expected to be the FAA System Wide Information Management (SWIM) data source.

- b. Weather Data

The COUNTY prefers the FLIGHT TRACK SYSTEM to obtain weather information from a similar source as the pilots obtain when operating at the Airport. The COUNTY may accept other sources for the weather data if CONTRACTOR can demonstrate that the alternative offers greater accuracy, reliability, or cost-effectiveness. The FLIGHT TRACK SYSTEM includes correlating the weather data with each aircraft operation obtained in the FLIGHT TRACK SYSTEM.

3. FLIGHT TRACK SYSTEM Configuration, Data Processing and Analysis

CONTRACTOR shall provide an internet-dependent "hosted" FLIGHT TRACK SYSTEM with off-site computers to process and store data used to generate reports. An integrated local FLIGHT TRACK SYSTEM with an on-site server to store and process data and provide workstation access to the FLIGHT TRACK SYSTEM through the COUNTY's network or "stand-alone local" FLIGHT TRACK SYSTEM that share data across an independent network with dedicated workstations not connected to the COUNTY's network is acceptable if approved by the Director.

It is expected that a dedicated FLIGHT TRACK SYSTEM will perform automatic data acquisition, data correlation, database management, back-up, and other file functions. The server shall encompass the hardware and software for all central operations of the FLIGHT TRACK SYSTEM.

4. Data Output and Presentation

Although data acquisition and processing are critical FLIGHT TRACK SYSTEM functions, the FLIGHT TRACK SYSTEM outputs will provide the primary FLIGHT TRACK SYSTEM benefits to the COUNTY. Outputs will include, but not be limited to:

- a. Standard and custom reports;
- b. Information required to adequately respond to community noise concerns; and
- c. FLIGHT TRACK SYSTEM information for interested parties outside of the COUNTY.

5. Data Ownership and Modification

All data imported, stored, or generated by the FLIGHT TRACK SYSTEM will be the sole property of the COUNTY. No party, including the CONTRACTOR, will be permitted to use, transfer, copy, modify, or remove any collected and stored data without written permission from the COUNTY.

6. Clock Accuracy and Time Standard

Time will be the principal basis for correlating noise complaints, weather conditions, and aircraft operations. Therefore, it is imperative that clock settings in all FLIGHT TRACK SYSTEM components agree with a high degree of accuracy and are synced to an atomic clock. The maximum allowable disagreement between any FLIGHT TRACK SYSTEM clocks related to data collection or processing shall be no greater than two seconds, and all clocks in CONTRACTOR provided data collection or data processing devices shall have a maximum drift no greater than one second per day. The FLIGHT TRACK SYSTEM shall automatically check all system clocks related to data collection or data processing on at least a daily basis and reset clocks if required to synchronize to the FLIGHT TRACK SYSTEM time using an external time standard. All FLIGHT TRACK SYSTEM clocks must report time in terms of local Pacific Time, including adjustment for standard or daylight saving, as appropriate.

7. Modems, Routers, Firewalls, Data Switches and Other Data Transfer Devices

The FLIGHT TRACK SYSTEM must include modems, routers, data switches, firewalls, and other data transfer and communication devices needed to meet the performance requirements of these technical specifications.

8. Use of Industry Standard Hardware and Software

In order to ensure that the COUNTY will be able to expand, enhance, and maintain the FLIGHT TRACK SYSTEM in the future, the FLIGHT TRACK SYSTEM must use industry-standard computer hardware and software. The computer hardware integrated in the FLIGHT TRACK SYSTEM must support operation of industry-standard software, including database, data acquisition, data transfer, data storage, and data back-up and communication protocols. The FLIGHT TRACK SYSTEM must use industry-standard consumables and storage media that are readily available "off the shelf".

9. Automatic System Failure Alerts

The FLIGHT TRACK SYSTEM shall alert the COUNTY of system failures, including the following:

- a. Interruption of the operation of the server;
- b. Failure to acquire time-perishable data, i.e., any failure that will result in the interruption of real time data collection, with no means of later recovery;
- c. Failure of the FLIGHT TRACK SYSTEM to automatically transfer accumulated data from any external data acquisition device, including, but not limited to, transfer of accumulated operational, weather, or complaint data;
- d. Electrical power failure, telephone failure, or network failure;

- e. Intrusion by unauthorized personnel on the FLIGHT TRACK SYSTEM;
- f. Every other system failure that would lead or has led to the loss of time-perishable data.

The FLIGHT TRACK SYSTEM shall alert the COUNTY of system failures in a timely manner, via an on-screen display on designated operator workstations; via an email to designated operators; or a similar manner.

10. Data Integrity and Auditing

For FLIGHT TRACK SYSTEM auditing purposes, the FLIGHT TRACK SYSTEM must retain records of all manual changes to the database including, but not limited to changes to: (1) original flight and operations identification data, (2) original automatic FLIGHT TRACK SYSTEM identification of the runway used by an operation, (3) original automatic FLIGHT TRACK SYSTEM identification of the type of operation type (e.g., arrival, departure, overflight, etc.), (5) and original automatic FLIGHT TRACK SYSTEM correlations of flight tracks, other operations data, and weather data.

Where the FLIGHT TRACK SYSTEM permits manual changes to any values or correlations, it must provide a simple means of restoring the original data or correlation values to the database. CONTRACTOR must identify which database fields are alterable and which are not alterable; what database changes are auditable and which are not auditable; the process for restoring original values; and, any database fields for which the FLIGHT TRACK SYSTEM will not support restoration of original values.

11. Language, Dimensional Units, Date and Time Format

FLIGHT TRACK SYSTEM operators will work in standard American English. Therefore all data input, output, and FLIGHT TRACK SYSTEM documentation shall be in English. The FLIGHT TRACK SYSTEM must use the units of measurement most commonly used in the aviation industry (i.e., altitudes in feet, speeds in knots, etc.). Operators shall have the ability to select statute miles, nautical miles or feet for distance measurements for both on-screen and reporting purposes. The COUNTY requires that the FLIGHT TRACK SYSTEM use the month/day/year date format (e.g. mm/dd/yyyy) and the 12-hour clock format (e.g., a.m. and p.m.).

12. Flight Track Monitoring

To meet the COUNTY's primary objectives, the FLIGHT TRACK SYSTEM must monitor aircraft operations, including flight track, altitude, speed, and identification data for all operations of aircraft with operating transponders within the following three-dimensional space, defined by the following horizontal data collection "range," and vertical data collection "ceiling" and "floor" levels around the Airport's "Airport Reference Point" (ARP):

- a. Minimum data collection range: Data collection within at least a 50 NM (NM) radius of the SMF ARP;

- b. Minimum data collection ceiling: Data collection to no less than 12,000 feet Above Airport Elevation (AAE), measured at the Airport's ARP; and
- c. Maximum data collection floor: Data collection within the data collection range is desired to the surface, but must start no higher than 100 feet AAE within 2 NM of the Airport's ARP, no higher than 300 feet AAE between 2 and 3 NM from the ARP, no higher than 400 feet AAE between 3 and 4 NM from the ARP, and no higher than 500 feet AAE 4 or more NM from the ARP. Where terrain rises above these altitudes, the data collection floor requirements should be referenced to the surface.

This data collection area will encompass the horizontal boundaries and extend approximately 50 NM from the Airport and 6,000 feet above the Airport Class "B" airspace; and provide for coverage of aircraft arriving and departing the Airport as they transition between airways and the local airspace controlled by TRACON. The tiered data collection floor is designed to provide acceptable track-to-runway and track to noise event matching results at the Airport.

13. Track Accuracy, Plot Smoothing, and Accommodation of Broken Tracks

CONTRACTOR will be responsible for accurately registering the flight track data with respect to the base map. The on-screen and hard-copy plotting software must include a smoothing algorithm for aircraft altitude profile and ground track data.

COUNTY must be able to export all track points of one or more operations in terms of latitude and longitude in Microsoft Excel format.

CONTRACTOR's operations monitoring and plotting software should minimize broken tracks as much as possible and must include a capability to minimize and correct for "broken" flight tracks; i.e., multiple partial track segments for the same aircraft operation. Any flight track segments associated with the same flight identification (e.g. tail number, airline flight number, or non-1200 beacon code, with the recognition that FAA may "recycle" beacon codes on differing days or even in widely spaced intervals on the same day) must be associated with a single operation, with a single set of flight and aircraft operations data, a single associated type of operation (e.g., arrival, departure or overflight), and a single identified runway. The broken track minimization software algorithms also must correct for pilot- or FAA-initiated mid-track changes in beacon code, to accommodate changes in beacon code resulting from such entry errors as transposed pairs of numbers in a beacon code or entry of beacon code numbers that are off by one digit. The broken track minimization software algorithms also must use logic related to spacing between the vertical and horizontal ends of track segments to associate them. The FLIGHT TRACK SYSTEM must account for broken tracks in a manner that results in broken tracks affecting operations counts and the accuracy of runway use rates at the Airport by no more than 2%.

14. Flight Identification

The FLIGHT TRACK SYSTEM must provide at least the following identification information for each flight operation:

- a. Type of operation for Airport operations (e.g., arrival, departure, overflight);
- b. Airport runway used;
- c. Major operator category (e.g., general aviation and military);
- d. Major aircraft type categories (e.g., jet, turbopropeller, piston propeller, helicopter);
- e. Aircraft registration number or airline and flight number for commercial overflights;
- f. Aircraft type;
- g. Beacon code;
- h. Tail number;
- i. Flight Number;
- j. Aircraft Stage;
- k. Aircraft Owner; and
- l. Origin airport for arrivals, destination airport for departures.

The FLIGHT TRACK SYSTEM shall provide intermediate fixes and other available flight plan data for each flight operation.

15. Third-Party Operator and Aircraft Data

The FLIGHT TRACK SYSTEM must incorporate and integrate with the flight track and aircraft identification data at least the following operator and aircraft identification information. CONTRACTOR must specify how each required data set will be provided. CONTRACTOR shall provide the most cost-effective FLIGHT TRACK SYSTEM with an emphasis on minimizing recurring costs.

CONTRACTOR must describe the steps that the COUNTY will regularly perform to acquire and integrate updated versions. CONTRACTOR shall be responsible for purchasing and arranging for integration of the most up-to-date versions of these databases into the FLIGHT TRACK SYSTEM throughout the installation, acceptance testing, and warranty period. CONTRACTOR shall be responsible for continuation of this update process through all support service contract periods that the COUNTY elects to purchase. The update source also must be available to the COUNTY, independent of the CONTRACTOR, and the CONTRACTOR must provide a means to the COUNTY to incorporate the data into the FLIGHT TRACK SYSTEM, should the COUNTY elect to update the databases on its own.

16. Aircraft Owner Databases

CONTRACTOR shall provide access through the FLIGHT TRACK SYSTEM to the most current copy of the FAA Aircraft Registry, Transport Canada Aircraft Registry, and Mexican National Aeronautical Registry aircraft owner databases available at the date of installation of the FLIGHT TRACK SYSTEM. The databases will cover, to the extent

practical, any air traffic operating at or near the Airport, including all scheduled air carriers, U.S. Domestic and International carriers, U.S., Canadian, and Mexican registered general aviation aircraft. CONTRACTOR must update these databases on an annual basis.

The FLIGHT TRACK SYSTEM database shall fully integrate the ownership databases in such a manner as to allow fields of data from those databases to be incorporated in reports, to be used as bases for sorting, filtering, and selecting operations and noise information, etc. The FLIGHT TRACK SYSTEM shall correlate flight identification from the radar data with the aircraft data contained in the aircraft owner databases. The FLIGHT TRACK SYSTEM shall integrate this information into all aspects of report production and database sorting, filtering, and analysis; including flight track analyses, complaint analyses, and aircraft noise event analyses, etc.

17. Manual Data Entry

The FLIGHT TRACK SYSTEM must permit operators to enter missing flight plan, and aircraft, or owner/operator identification data, and to edit any automatically or manually entered values of these types. CONTRACTOR must provide the COUNTY with the expected time required to clean up the flight track and aircraft identification data on a weekly basis. If the cleaning up data becomes systematic, CONTRACTOR will be required to correct the data and must implement a software solution to address the data issues in the future at their own cost.

18. Weather Data

CONTRACTOR must provide a weather data collection system with the FLIGHT TRACK SYSTEM.

The Airport weather conditions that effect pilots and the aircraft operations arriving and departing from the Airport is an important FLIGHT TRACK SYSTEM element for the COUNTY.

CONTRACTOR should provide the most cost-effective means of obtaining weather data, with a particular emphasis on ongoing operating and maintenance expenses. The COUNTY will accept a source other than the one currently being used, if an alternate data acquisition method is more cost effective. The FLIGHT TRACK SYSTEM must obtain the following weather data from the weather source and integrate those data into the FLIGHT TRACK SYSTEM database for later analysis purposes:

- a. Wind speed (on the surface and aloft, if available);
- b. Wind direction (on the surface and aloft, if available);
- c. Air temperature;
- d. Dew point temperature;
- e. Relative humidity;
- f. Barometric pressure;

- g. Precipitation;
- h. Cloud level or ceiling; and
- i. Visibility.

19. Data Processing, Integration and Correlation

The FLIGHT TRACK SYSTEM software must create, manage and maintain a database on the center server that contains the data acquired by the FLIGHT TRACK SYSTEM from the operations and weather sources. It is highly desirable that the FLIGHT TRACK SYSTEM use a single relational database. CONTRACTOR must describe the database structure. The FLIGHT TRACK SYSTEM must automatically acquire data from the operations monitoring and identification components, weather sensors, and other data sources required by the CONTRACTOR's FLIGHT TRACK SYSTEM configuration. The FLIGHT TRACK SYSTEM must complete all automatic data acquisition, transfer, central processing, and correlation by 6:00 a.m. local Pacific Time, the day after the data are acquired from the external data acquisition devices.

When data are available from all sources, the FLIGHT TRACK SYSTEM shall require three (3) hours or less of computer time to correlate all data for one (1) day of Airport operations, ready for analysis, and report and graphics production. Operation of the software shall minimize requirements for operator input, to allow this processing to occur in an unattended fashion at night. Correlation processing shall not limit or prohibit the operator's ability to perform other functions while it is occurring.

20. On-line, Backup, and Archival Data Storage

The FLIGHT TRACK SYSTEM must maintain a minimum of ten (10) years (nine historical years and the current year) of monitoring data on line, and include the capability for archiving and retrieving of older data. CONTRACTOR shall include in their response any limitations to the storage, archiving and retrieving old stored data.

For a hosted FLIGHT TRACK SYSTEM, CONTRACTOR shall provide sufficient data storage capacity to meet the COUNTY's needs during the life of the initial agreement and for each subsequent year of future agreements, if applicable.

If the COUNTY's relationship with the CONTRACTOR is terminated by either party, the CONTRACTOR is responsible for providing all accumulated data to the COUNTY in a form usable by the COUNTY in the then installed FLIGHT TRACK SYSTEM.

CONTRACTOR also shall be responsible for supplying all additional hardware and software needed to continue to provide the same level of access and analysis of the stored data using the same or similar software.

CONTRACTOR is responsible for determining the appropriate data storage capacities of all devices. CONTRACTOR shall fully describe the data storage, back-up and archive methods, size and type of storage media, anticipated file size, as well as data back-up and restoration time anticipated for the data storage methods.

CONTRACTOR must include minimum hardware specifications, if any, for the FLIGHT TRACK SYSTEM to operate to meet these technical specifications. Prior to ordering hardware, CONTRACTOR will provide the specifications for the COUNTY's review and approval. The COUNTY shall then be responsible for providing workstation computers powerful enough for the FLIGHT TRACK SYSTEM as well as for administrative responsibilities.

21. Database Structure and Compatibility

The FLIGHT TRACK SYSTEM shall integrate all flight track and weather data into a central database for processing, storage, and analysis. CONTRACTOR must fully describe the database structure, design and function.

22. Log-In Credentials

The FLIGHT TRACK SYSTEM must require secure protected operator log-in credentials and allow different levels of FLIGHT TRACK SYSTEM manipulation authorization based on the operator's credentials. CONTRACTOR must include a description of the varying levels of operator authorizations and capabilities.

23. Data Analysis and Reporting

Data analysis and reporting are at the core of the FLIGHT TRACK SYSTEM. This section provides the requirements for the following FLIGHT TRACK SYSTEM components:

- a. Hardware;
- b. Software;
- c. Base map;
- d. Flight operations and identification software;
- e. Reports.

24. FLIGHT TRACK SYSTEM Hardware

The operator's authorization shall be configured to provide full access to all FLIGHT TRACK SYSTEM functions through a network connection to the server. Operators shall have authorization to review, create and/or edit or restore information to the FLIGHT TRACK SYSTEM.

25. FLIGHT TRACK SYSTEM Software

CONTRACTOR must deliver and install all FLIGHT TRACK SYSTEM-related software in a compiled, ready-to-run version. The software must not be hardware-dependent; that is, it must not be designed to run on any specific make of computer. Rather, all software must fully operate on industry-standard, commercially available, "off-the-shelf" hardware that must be interchangeable at any time through simple "plug-in" wiring and hardware connections. The COUNTY seeks the most cost-effective FLIGHT TRACK SYSTEM to obtain and maintain the FLIGHT TRACK SYSTEM software in terms of minimizing

annual maintenance, upgrade, and support costs. CONTRACTOR must identify the sources of all software, including, but not limited to:

- a. Third party software;
- b. CONTRACTOR software already developed; and
- c. Software that CONTRACTOR needs to develop specifically for this FLIGHT TRACK SYSTEM installation.

26. Operating System

A Windows-based operating system (OS) for compatibility with other servers used at the Airport is preferred. If a non-Windows-based OS is proposed, CONTRACTOR must state the FLIGHT TRACK SYSTEM OS recommendation and the reasons why it is recommended. CONTRACTOR shall provide the most cost-effective operating system while balancing optimized performance with minimizing recurring costs.

27. User Interface

The software must be highly user-friendly and use a graphic user interface ("GUI"). Software shall be controllable using a pointing device and keyboard shortcuts to optimize operator interaction.

28. Software Licenses

CONTRACTOR must provide sufficient software licenses for all software to be installed and used simultaneously. CONTRACTOR must warrant that it has a right to grant such licenses.

CONTRACTOR must provide third-party software licenses in the name of the COUNTY, under the terms established by the software license providers, at no additional cost to the COUNTY. CONTRACTOR must provide the COUNTY with copies of all licenses and registration forms for all third-party software, and with the original packing boxes, media, and documentation. CONTRACTOR must ensure that the COUNTY obtains direct notification of opportunities for third-party software upgrades.

CONTRACTOR must inform the COUNTY of any incompatibility that may arise should they choose to upgrade the third-party software used in the FLIGHT TRACK SYSTEM software package. The COUNTY will consult the FLIGHT TRACK SYSTEM CONTRACTOR prior to purchasing and installing any third-party software upgrades.

29. Error Checking

The FLIGHT TRACK SYSTEM must verify the validity of data transmitted from all remote data acquisition devices to the central server, either by parity checks or other means.

30. Operation during Downloading and Uploading

Downloading and uploading of data to and from external devices must not limit any operator's ability to perform any other tasks on the FLIGHT TRACK SYSTEM while

downloading/uploading is in progress. Data transfer must not interfere with FLIGHT TRACK SYSTEM data collection.

31. Security

The software must provide security against unauthorized database access or FLIGHT TRACK SYSTEM operation. CONTRACTOR must describe the security approach and features including adding or changing operator authorization access.

32. On-Line Help

The FLIGHT TRACK SYSTEM software shall include online help including step-by-step procedures for using available functions and descriptions/examples of allowable data types and ranges for operator inputs. The online help function shall include a means for FLIGHT TRACK SYSTEM operators to edit or annotate the instructions, and that the online help be context-sensitive. CONTRACTOR must describe the help capabilities they will provide.

33. Processing Status Indicator and Abort Capability

For any database query or request for output to an on-screen display, printer, or file, the FLIGHT TRACK SYSTEM must provide the operator with a graphical indication of the processing status; i.e., the approximate percent of the processing that been completed, so that the operator can judge whether the instruction will require an unacceptable amount of time. The FLIGHT TRACK SYSTEM must permit the operators to abort any operator-initiated process of this type, without affecting the database in any way.

34. Compatibility with Third-Party Software

The FLIGHT TRACK SYSTEM must permit FLIGHT TRACK SYSTEM operators to independently export data from the FLIGHT TRACK SYSTEM to a compatible fashion into ESRI ArcGIS, Adobe Acrobat/Reader and the Microsoft Office suite of applications, including Word, Excel, and PowerPoint. If the CONTRACTOR is aware of software packages that may affect the operation of the FLIGHT TRACK SYSTEM or vice versa, the CONTRACTOR must state the software packages.

35. Database Selection Criteria

The FLIGHT TRACK SYSTEM must allow the operator to use a full range of logical operators in linking data from any and all sources, and searching, filtering, sorting, correlating, and otherwise conducting analyses and preparing reports and graphics. The logical operator set must allow at least the choice of "and", "or", "greater than", "less than", "equal to or less than", "equal to or greater than", and "not equal to". The technical response must indicate the logical operator set with the database provided and those that are met through third-party software, e.g., Microsoft Excel.

36. Mathematical and Statistical Operations

The FLIGHT TRACK SYSTEM will allow the operators to perform mathematical and statistical operations on data sets drawn from all data types collected by the FLIGHT TRACK SYSTEM, including, but not limited to:

- a. Calculation of arithmetic averages of data sets;
- b. Performance of all arithmetic operations (addition, subtraction, multiplication, division);
- c. Calculation of logarithmic averages (e.g., energy averages of decibel quantities);
- d. Calculation of medians;
- e. Calculation of modes; and
- f. Calculation of standard deviations.

CONTRACTOR must clearly identify which of these capabilities will be provided and the manner in which they will be accessible to operators.

37. File Editing

The FLIGHT TRACK SYSTEM software shall provide for keyboard manual entry of corrected data entries. The software shall automatically re-compute any calculated values in the database that the editing process affects. If the FLIGHT TRACK SYSTEM permits such data correction, the FLIGHT TRACK SYSTEM must provide a clear and convenient means for determining which data entries have been edited, and for returning the edited data to their original values. The overriding requirement is for the FLIGHT TRACK SYSTEM to maintain a complete record of the original, empirically collected data. CONTRACTOR must include a description of the file editing capabilities and approach for determining original, empirical values.

38. Software Upgrades

During each warranty period, CONTRACTOR shall offer software upgrades developed by the CONTRACTOR and its sub-CONTRACTORS for all software elements provided in the FLIGHT TRACK SYSTEM. The cost of these upgrades, if the COUNTY elects to have them incorporated in the FLIGHT TRACK SYSTEM, shall be included in the basic FLIGHT TRACK SYSTEM cost for the initial warranty period, and in the renewal cost for the warranty renewal periods. The COUNTY shall approve of software upgrade and "patch" schedules and timing, and CONTRACTOR shall provide appropriate documentation and training. The COUNTY seeks the most cost effective FLIGHT TRACK SYSTEM to maintain the FLIGHT TRACK SYSTEM software in terms of minimizing recurring costs.

39. FLIGHT TRACK SYSTEM Base Map

The FLIGHT TRACK SYSTEM must include digitized base mapping for use in on-screen display and hard-copy printing/plotting of any geographically related FLIGHT TRACK SYSTEM data, including, but not limited to, flight tracks. The mapping system shall use latitude/longitude in decimal degrees and allow the operator to utilize and

display for all geographically related FLIGHT TRACK SYSTEM data sources both Mean Sea Level (MSL) and Above Ground Level (AGL). The FLIGHT TRACK SYSTEM must use the same base map and layers for all geographic-related functions; i.e., flight track analyses, noise monitoring location displays, etc. The base map geographic coverage shall extend to at least 50 NM radius from the SMF ARP.

CONTRACTOR must provide updated base maps at the start of each annual software support period. As part of initial FLIGHT TRACK SYSTEM acceptance and after completing each update of the base maps, CONTRACTOR must demonstrate the accuracy of the map layers by comparing the coordinates of known fixed locations, determined using the

CONTRACTOR must ensure the flight operations data are properly aligned with the base maps in all three (3) dimensions. CONTRACTOR must demonstrate this process as part of the initial FLIGHT TRACK SYSTEM acceptance and at least once annually during the warranty renewal periods.

40. Map Detail

The base map will be a GIS-style layered map and allow FLIGHT TRACK SYSTEM operators to select the layers that are shown on the screen at any given time. Operators must have the capability to select different colors or line symbols for individual layers on the screen and in hard copy plots. At a minimum, CONTRACTOR must provide the following map layers:

- a. Outlines of major water bodies and rivers with labels;
- b. Municipal boundaries with labels;
- c. Centerlines of major streets;
- d. Street names for major streets;
- e. Centerlines of all other streets;
- f. Airport gates and corridors in the current FLIGHT TRACK SYSTEM;
- g. Airport runway layouts with runway end labels, Airport Reference Point and Airport boundaries;
- h. Runway layouts of all other airports and heliports within the mapped area and their Airport/Heliport Reference Points;
- i. Airport extended runway centerlines with the length user selectable;
- j. Approach and departure fixes, waypoints, Vortacs used on all current Airport approach and departure procedures;
- k. Airport land use guidelines including boundaries for Airport Influence Area, Restricted Development Area, Buffer Zone, Approach Zone, Runway Protection Zone; and
- l. Color ortho-rectified satellite or aerial photography with a minimum resolution of one meter.

41. Mapping Data Import and Export

The FLIGHT TRACK SYSTEM must import and export map layers using standard ESRI file types such as GeoTiff, E00, SHP and DXF formats. The FLIGHT TRACK SYSTEM shall provide a convenient means for creating new map layers, including raster, vector, and text data. The COUNTY must have the ability to export the on screen map as a JPEG image and an Adobe PDF file.

42. Base Map Manipulation

The FLIGHT TRACK SYSTEM shall allow system operators to zoom in and out on the base map viewed on the display monitor using either cursor keys or the mouse. The FLIGHT TRACK SYSTEM shall allow the operators to identify streets, specific addresses (street name and number), and features on the base map by typing in the name of the street, the address, or the feature name, and also by selecting a street from an on-screen, pull-down list of streets shown on the base map. The FLIGHT TRACK SYSTEM shall allow operators to position a cursor on a street using the mouse or cursor keys, and have the FLIGHT TRACK SYSTEM provide the street name. Detail shown at various map zoom levels shall be automatically and manually adjustable.

The FLIGHT TRACK SYSTEM must require no longer than ten (10) seconds to refresh the full area and detail of any map area selected for display, and not exceed thirty (30) seconds to refresh the base map and 1000 overlaid flight tracks.

The FLIGHT TRACK SYSTEM must allow operators to set and change the scale of the map displayed on a computer monitor and on hard-copy plots. All plots and computer displays of mapping data must include a graphic distance scale and true north arrow.

43. Mapping Features

CONTRACTOR must describe the mapping features that the proposing firm will provide with the FLIGHT TRACK SYSTEM with examples of map layers provided for similar projects.

44. Flight Operations and Identification Software

The FLIGHT TRACK SYSTEM will integrate flight track, flight identification, flight schedule, and aircraft owner information available from various sources into the database for every flight operation acquired. The COUNTY will produce reports that show, for any time period, the numbers and percentages of operations for different aircraft types. These reports can show historic counts using any of the fields in the database, including at least:

- a. Aircraft type;
- b. Runway and/or helipad used;
- c. Aircraft owner, operator or airline;
- d. Aircraft registration number;
- e. Altitude maximum and minimum;

- f. Beacon code;
- g. Penetration or non-penetration of gates or corridors;
- h. Point of closest approach to selected locations;
- i. Wind direction; and
- j. Other correlated information.

45. Aircraft Operations Selection, Sorting, and Reporting Capabilities

The software shall allow for selecting, sorting, and reporting historic counts of aircraft operations using any of the fields in the database, including at least:

- a. Aircraft type (e.g., Gulfstream GIV, Lear 35);
- b. Type of operation (departure, arrival or overflight);
- c. Runway used;
- d. Origin and destination airports;
- e. Aircraft owner, operator, or airline;
- f. Aircraft registration number;
- g. Specific airframe and engine information;
- h. Penetration or non-penetration of FLIGHT TRACK SYSTEM operator-definable gates;
- i. Penetration or non-penetration of FLIGHT TRACK SYSTEM operator-definable corridors;
- j. Maximum and minimum point of closest approach (PCA) limits;
- k. Maximum and minimum altitude limits; and
- l. Beacon code.

For any selections and sorts performed for any purpose in the operation of the FLIGHT TRACK SYSTEM, the operator shall have the ability to combine records related to multiple aircraft types. For example, the operator shall have the ability to combine Gulfstream GIV and GV records for analysis or reporting as a single group of records.

The FLIGHT TRACK SYSTEM shall allow the operator to present tabular and graphic reports of operations sorted by these categories.

46. Annotation of Track, Altitude Profile, Gate Penetration, and Corridor Plots

The FLIGHT TRACK SYSTEM must permit the operator to annotate any on-screen or hard-copy plot of stored flight track data with associated descriptive information. The FLIGHT TRACK SYSTEM should allow this operator to select the information to be included in the data block for each flight, to include any combination of the available data block items. The descriptive data must include at least the following, to the extent available:

- a. Aircraft type;
- b. Operator;
- c. Transponder code;

- d. Flight and/or registration number;
- e. Altitude; and
- f. Ground speed.

47. Replay Capability

The FLIGHT TRACK SYSTEM must provide the capability to "replay" airport activity for operator-selected time periods, as though viewing a radar screen, at operator-selectable speeds (including equal to or faster than real-time speed). The replay must provide the operator the capability to start, stop, pause, and resume the replay. During the replay, the FLIGHT TRACK SYSTEM also will provide the capability to display the sound level detected at each NMT.

48. Point of Closest Approach Analysis

The FLIGHT TRACK SYSTEM shall compute the Point of Closest Approach (PCA) from operator-queried flight tracks to operator-defined ground points and export the results to an analysis spreadsheet. The software shall allow the operator to define the ground points by entering the latitude/longitude coordinates, the address, or using the cursor keys or tracking device to point to the ground point. For any means the PCA ground point is entered, the FLIGHT TRACK SYSTEM shall determine the latitude/longitude coordinates and populate that field in the database. The FLIGHT TRACK SYSTEM shall allow the operator to define, name, store, recall, and delete PCA ground points. The database query to select tracks for PCA Analysis will include the center point (ground point), the radius about the center, and whether it is a semi-sphere or cylinder above the ground point.

The FLIGHT TRACK SYSTEM must permit operators to predefine PCA analysis locations including elevation in AGL that the FLIGHT TRACK SYSTEM will automatically analyze for all tracks and store in a database as part of daily flight operations processing. The FLIGHT TRACK SYSTEM also must allow operators to conduct PCA analyses for individual tracks and locations on demand, by clicking on a selected track and ground location on the base map, when the selected track and analysis location are displayed on the screen. The FLIGHT TRACK SYSTEM also must allow operators to direct the FLIGHT TRACK SYSTEM to conduct PCA analyses on demand for a selected analysis location for any group of selected tracks depicted on the screen or in a list of selected operations and export the results to an analysis spreadsheet.

The PCA calculations shall provide the following minimum PCA information for each of the flight tracks contained in the operator query for further detailed analyses in the FLIGHT TRACK SYSTEM or outside the FLIGHT TRACK SYSTEM by exporting a Microsoft Excel spreadsheet.

- a. Slant distance (line-of-sight) from PCA analysis location to each aircraft;

- b. Ground distance from PCA analysis location to ground projection of aircraft at PCA;
- c. Aircraft altitude at PCA in both MSL and AGL;
- d. Time of PCA; and
- e. Elevation angle above the horizontal plane of the line-of-sight from the observer to the PCA.

49. Gate Analysis

The FLIGHT TRACK SYSTEM shall support on-screen and hard copy plots of flight track penetrations of gates. The software shall allow the operator to define the baseline of vertical two-dimensional gates by using the cursor keys, by "clicking on" the base map with the tracking device, or a similar user-friendly manner. The vertical coordinate limits shall be set through keyboard entry of minimum and maximum altitudes. The software shall identify aircraft operations that penetrate or fail to penetrate the identified gates and store the results in the FLIGHT TRACK SYSTEM or export the results into a spreadsheet for further analysis. The FLIGHT TRACK SYSTEM shall allow the operator to define, name, store, recall, and delete gates.

50. Corridor Analysis

The FLIGHT TRACK SYSTEM shall support on-screen and hard-copy plots of track penetrations of "corridors". The software shall allow the operator to define the sides of the corridors by using the cursor keys, or by "clicking on" the base map with the tracking device, or a similar user-friendly manner. The FLIGHT TRACK SYSTEM shall allow this operator to define a corridor with a minimum of two gate pairs, and up to at least five gate pairs. The operator also shall be able to identify maximum and minimum coordinate limits at each end of the corridors, set through keyboard entry of minimum and maximum altitudes.

The software shall identify aircraft operations that penetrate or fail to penetrate the identified corridors and store the results in the FLIGHT TRACK SYSTEM or export the results into a spreadsheet for further analysis. The FLIGHT TRACK SYSTEM shall allow the operator to define, name, store, recall, and delete corridors.

51. Runway Utilization Software

The FLIGHT TRACK SYSTEM shall automatically record runway utilization data for all Airport operations from the radar subsystem (by matching flight tracks to the runway geometry). The tabulation shall identify the runway end used and the type of operation. Based on observations of 100 Airport operations, the FLIGHT TRACK SYSTEM must correctly assign the runway for 98 of those operations. In addition, broken tracks should not skew the runway utilization statistics, e.g., while one aircraft operation may be broken into two or more tracks, it should only be counted as one operation for runway use determination.

The FLIGHT TRACK SYSTEM shall integrate the runway use data into the combined database. The software shall permit FLIGHT TRACK SYSTEM operators to access the data in a form that allows specialized analysis. For example, the FLIGHT TRACK SYSTEM shall allow the operator to combine and tabulate the data for selected sequential and non-sequential time periods. The FLIGHT TRACK SYSTEM shall allow for sorts, tabulations, comparisons, and graphs of data by time periods, type of operation, specific runway end, aircraft type, and airline/aircraft operator.

52. Noise Monitoring Software

The COUNTY does not have any fixed noise monitors but may need to import noise data from portable noise monitors. The COUNTY does not currently own any noise monitors. Noise data would be obtained from rental units. CONTRACTOR must supply software for the central server to perform noise-related data processing functions defined in these technical specifications. CONTRACTOR should identify which models of noise monitoring units with which its software is compatible.

53. Computational Precision

Arithmetic to logarithmic and logarithmic to arithmetic conversions, and other computations must not introduce errors of greater than ± 0.1 dB.

54. Noise Data Rounding

FLIGHT TRACK SYSTEM operators shall have the option of selecting the number of significant digits printed and displayed for noise measurement results, with choices including the nearest decibel and the nearest tenth of a decibel.

55. Noise Event Identification

For all recorded noise events the FLIGHT TRACK SYSTEM must identify and classify the noise source and automatically store the results in the database. CONTRACTOR must provide a description of the approach that the FLIGHT TRACK SYSTEM will take to identify noise sources. The FLIGHT TRACK SYSTEM shall incorporate hardware and software for discriminating between noise events that are caused by:

- a. Airport-related aircraft events associated with a single aircraft operation;
- b. Airport-related aircraft events associated with multiple aircraft operations;
- c. Non-Airport-related aircraft noise events (i.e., other aircraft operations);
- d. Simultaneous Airport and non-Airport aircraft events;
- e. Community noise events;
- f. Simultaneous Airport aircraft events and community noise events;
- g. Simultaneous non-Airport aircraft events and community noise events;
- h. Wind-related noise events; and
- i. Events related to equipment malfunction or other artificial causes.

CONTRACTOR must include a detailed description of how the FLIGHT TRACK SYSTEM identifies the source for each noise event recorded.

The FLIGHT TRACK SYSTEM shall automatically record all instances in which an operator changes an event classification, including the original and edited values, when the change was made and who made the change. The FLIGHT TRACK SYSTEM will provide a way to restore original classifications.

56. High-Range Noise Event Identification

The FLIGHT TRACK SYSTEM shall allow operators to establish maximum noise level (Lmax) and Sound Exposure Level (SEL) thresholds for each NMT that, when exceeded by an aircraft noise event, identify the event as a high-range noise event. The range of allowable thresholds shall include the full dynamic range of the noise monitors adjustable in whole decibel increments. This capability is in addition to each noise monitor being able to detect noise events based on a noise event threshold.

57. Noise Event Data Compilation

For each noise event measured at each noise monitor, the FLIGHT TRACK SYSTEM shall provide for the compilation and storage of at least the following data:

- a. Date;
- b. Noise monitor location;
- c. Sound Exposure Level (SEL);
- d. Maximum sound level (Lmax);
- e. Time of Lmax;
- f. Start time of event (time when noise event sound level threshold exceeded);
- g. End time of event (time when sound level falls below threshold);
- h. Duration of event;
- i. Noise event source;
- j. Maximum wind speed and direction measured during the event;
- k. Instantaneous wind speed and direction at the time of the Lmax;
- l. Event classification as aircraft or community event (including event categories 1 through 8);
- m. Whether the event was a high-range event; and
- n. Correlated operations and flight identification data.

For all aircraft correlated events the FLIGHT TRACK SYSTEM will additionally provide for the compilation and storage of at least the following data:

- a. Distance from the NMT to the aircraft at its point of closest approach ("PCA") to the monitor
- b. Time of the PCA
- c. Aircraft altitude at the time of PCA in both MSL and AGL
- d. Distance from the NMT to the point on the ground directly under the aircraft at the PCA, and
- e. Elevation angle above the horizon from the NMT to the aircraft at the PCA.

58. Single Event Graphic Level Plots

The FLIGHT TRACK SYSTEM shall provide the capability to produce on-screen and hard-copy plots of the sound level versus time for any individual single event. The plots shall include scales showing the sound level (vertical) in one-, two-, five-, or ten-decibel increments, and the elapsed time (horizontal) in one- or ten-second increments. The plot shall include labels showing, the event thresholds (sound level and minimum duration), the start time of the event, the end time of the event, the date, and the noise monitoring site number.

59. Hourly Data Compilation

For each one-hour period, the FLIGHT TRACK SYSTEM must provide for the compilation, computation, and storage of the following (minimum) data from the database for each noise monitoring location at which the FLIGHT TRACK SYSTEM collects data during a given hour:

- a. Individual equivalent continuous sound level (LEQ or HNL3) values for each noise event source category;
- b. Total LEQ/HNL from all sources;
- c. A minimum of six user adjustable percentile levels (Ln), initially 1, 10, 33, 50, 90, and 99%;
- d. Number of noise events monitored at the noise monitor during the hour, by source category.

CONTRACTOR must identify the specific information that the FLIGHT TRACK SYSTEM will collect and store for each hour.

60. Daily Data Compilation

For each 24-hour period, the FLIGHT TRACK SYSTEM must provide for the compilation, computation, and storage of the 24-hour equivalents of the values included in the hourly data compilation. The FLIGHT TRACK SYSTEM also must provide total CNEL values for each noise event source category and LEQ for the Day, Evening and Night components of the CNEL for each source category (e.g. aircraft and community).

61. Noise Event Selection, Sorting, and Reporting Capabilities

The software must allow for selection, sorting, analysis, and reporting of noise event data using any of the fields in the database, including, but not limited to, the following:

- a. Upper and lower limits for Lmax;
- b. Upper and lower limits for SEL;
- c. Date and time limits;
- d. Source category; and
- e. Correlated aircraft operations and flight identification data.

62. Optional Public Flight Tracking and Complaint Portal

CONTRACTOR may provide as an option with associated costs, a public flight tracking and complaint portal as part of their FLIGHT TRACK SYSTEM. CONTRACTOR must include a tablet application (compatible on both Apple and Android devices) that allows the public to view flight tracks and issue complaints like the web-based public portal. If the COUNTY does not opt to include this capability in the initial installation, the FLIGHT TRACK SYSTEM solution must permit the COUNTY to add this capability at a future date. The primary objectives for a public flight tracking and complaint portal at the Airport are:

- a. Providing an effective means for community response and engagement;
- b. Provide the public the ability to obtain the information they are seeking via the Internet through their own investigation and with the ability to request additional information if they are unable to get it on their own; and
- c. Automatically correlate flight tracks to complaints.

63. Public Flight Tracking

The web-based public flight tracking capability must replay actual Airport operations and allow anyone with a web browser to view aircraft operations without secured credentials. CONTRACTOR must describe any delay between the actual time of aircraft operation and the time at which flight tracks will be searchable and viewable on the Internet. CONTRACTOR shall provide the most cost effective FLIGHT TRACK SYSTEM, with emphasis on minimizing recurring costs.

64. Complaints

The web-based public flight tracking capability must also integrate the ability for the public to request information and/or file a noise complaint if desired. The public portal will provide information of most interest to community members contacting the Airport in regards to noise concerns including flight track, aircraft identification and, and standard reports tailored to individual communities. Noise complaints, if filed, must be automatically input into the FLIGHT TRACK SYSTEM database.

The FLIGHT TRACK SYSTEM software shall plot the geographic location of the complainant's address on the base map. The FLIGHT TRACK SYSTEM database software shall integrate the complaint data into the database and data analysis capabilities to the maximum extent feasible and support the operator in correlating the noise complaint with the responsible noise and aircraft event. The complaint software shall allow all database functions, including sorting, filtering, selecting, editing, deleting, and the like, to be performed based on complainant name and/or address.

The software shall include a capability for automatic generation of complaint response letters from operator-selected prepared forms that meets the COUNTY's requirements. In responding to these technical specifications, CONTRACTOR shall clearly describe the complaint handling capabilities to be provided.

65. Manuals and Documentation

After a fully-executed Agreement, CONTRACTOR must provide all FLIGHT TRACK SYSTEM manuals, documentation and third-party manuals and documentation, as further described in this section, in English. The FLIGHT TRACK SYSTEM manuals and documentation must be provided in the following forms:

- a. One electronic copy provided on a USB thumb drive; and
- b. One electronic version with each FLIGHT TRACK SYSTEM license, accessible from the on-line help menu or other easily-accessible location.

66. FLIGHT TRACK SYSTEM Operation Manuals

After a fully-executed Agreement, CONTRACTOR must provide complete FLIGHT TRACK SYSTEM setup, operating, and trouble-shooting manuals in electronic format. The manuals must provide instructions in a "cookbook" fashion, with step-by-step instructions for all FLIGHT TRACK SYSTEM operations, and with keystroke-by-keystroke instructions for all FLIGHT TRACK SYSTEM software functions including coverage of all of the CONTRACTOR's proprietary software, input of all required data, and preparation of all required output. The manuals must include an index.

The manuals shall include, but are not limited to the following:

- a. FLIGHT TRACK SYSTEM server and associated installed software;
- b. Analysis computers and associated installed software;
- c. Laptop and associated installed software;
- d. Fixed NMTs including calibration, maintenance, and operation;
- e. NMT audio and ATC radio communications recording systems; and
- f. Aircraft identification and operations monitoring system.

67. Preventative Maintenance Requirements Manual

After a fully-executed Agreement, CONTRACTOR must provide a manual in electronic format which describe preventive maintenance requirements in detail, including a schedule of tasks to be performed, parts to be replaced or refurbished, etc. This manual must include a list of all equipment and any special tools required to maintain and calibrate the FLIGHT TRACK SYSTEM, and include maintenance and calibration log sheets.

68. Additional Documentation

After a fully-executed Agreement, CONTRACTOR must provide the following documentation in electronic format:

- a. Documentation for CONTRACTOR-provided software, including a description of overall database structure, individual file components, and data formats;
- b. Third-party software manufacturers' operating manuals;
- c. Third-party hardware manufacturers' operating and service instructions;

- d. A complete parts inventory;
- e. An estimate of a one-year supply of all FLIGHT TRACK SYSTEM consumables; and
- f. Documentation of initial FLIGHT TRACK SYSTEM software parameter values and the processes for establishing and revising them.

While the above manuals and documentation are preferred, CONTRACTOR may propose their standard manuals and documentation for the COUNTY's review and approval, and the cost savings associated.

69. Acceptance

Acceptance testing is a required part of these technical specifications. CONTRACTOR will be responsible for all costs associated with testing, performance of required modifications, and FLIGHT TRACK SYSTEM service, maintenance, and support, until final COUNTY FLIGHT TRACK SYSTEM acceptance is received. The elements below must be included in the test program.

70. Acceptance Test Plan

CONTRACTOR will submit detailed test plans related to the specific hardware and software components integrated in the final FLIGHT TRACK SYSTEM. The test plans will state how the CONTRACTOR will demonstrate to the COUNTY's satisfaction, that all installed hardware and software meet the requirements of these technical specifications. The COUNTY will review the test plans for adequacy prior to initiation of the on-site performance demonstration.

71. Initial On-Site Performance Demonstration

At completion of the FLIGHT TRACK SYSTEM installation, CONTRACTOR must demonstrate to the COUNTY that the FLIGHT TRACK SYSTEM meets all requirements of these technical specifications, including test runs of all hardware and software, and collection and processing of all data types for at least two (2) weeks.

After the COUNTY's approval of the on-site demonstration results and approval of the punch list of deficiencies generated from the demonstration, CONTRACTOR will be authorized to initiate the 60-day operational test assuming the deficiencies noted in the punch list are not of a critical nature as determined by the COUNTY. If the COUNTY determines that the FLIGHT TRACK SYSTEM is not ready for the operational test at the end of the demonstration, CONTRACTOR will be required to repeat the demonstration at the CONTRACTOR's expense, including all additional expenses the COUNTY incurs as a result.

72. Operational Test

The FLIGHT TRACK SYSTEM will be considered to have met the requirements of the operational test if it is fully operational for at least thirty (30) consecutive calendar days within the 60-day operational test period without CONTRACTOR intervention. The COUNTY understands that the CONTRACTOR will have to perform some day-to-day

functions within the operational test period; however, something outside of “normal operations” should not be done to help the FLIGHT TRACK SYSTEM pass the operational test.

If the FLIGHT TRACK SYSTEM does not pass this test, CONTRACTOR must repair or replace the FLIGHT TRACK SYSTEM elements and initiate additional tests until the FLIGHT TRACK SYSTEM is fully operational for thirty (30) consecutive calendar days.

73. Final Acceptance

To obtain final acceptance, CONTRACTOR must undertake and complete the following steps:

- a. Meet with the COUNTY to confirm that the CONTRACTOR has satisfactorily addressed all acceptance "punch list" items identified throughout the acceptance testing; and
- b. Prepare and submit a final acceptance test report to the COUNTY that summarizes the acceptance test process, including start and end dates for all test elements, a summary of FLIGHT TRACK SYSTEM deficiencies identified in each phase, the corrective actions taken, the results of the corrective actions, and the results of the final acoustic calibration

Based on the COUNTY's acceptance that the requirements contained in the CONTRACTOR's scope of work, which will be negotiated based on these technical specifications, have been satisfactorily fulfilled, including all FLIGHT TRACK SYSTEM functionality, performance, hardware, software, training and testing, the COUNTY will provide the CONTRACTOR with written notice of FLIGHT TRACK SYSTEM acceptance.

Following FLIGHT TRACK SYSTEM acceptance, the initial warranty period will begin. It is expected at this time that all punch list items from the acceptance testing process will be complete at the time of final acceptance. If through negotiations the COUNTY issues final acceptance with items remaining on the punch list, the initial warranty period may suspend after three (3) months (or time determined by the COUNTY at the time of final acceptance) if the punch list is not complete.

74. Warranty, Support and Maintenance

Warranty, support, and maintenance are critical elements to the COUNTY since they expect the installed FLIGHT TRACK SYSTEM to last for at least a decade. CONTRACTOR must provide CONTRACTOR's warranty, and support and maintenance agreement that addresses the following items.

75. FLIGHT TRACK SYSTEM Warranty

The warranty period shall be effective for one (1) year beginning the day after the COUNTY has provided the CONTRACTOR with written notice of FLIGHT TRACK

SYSTEM final acceptance. The initial warranty period shall be provided at no additional cost to the total cost of the Agreement.

CONTRACTOR shall assure that Original Equipment Manufacturer (OEM) warranties, which extend beyond one year, shall continue to benefit the COUNTY for the full term of those warranties. The warranty shall include preventative maintenance and repair or replacement, as required, for all new hardware and software components of the FLIGHT TRACK SYSTEM.

76. Support Services

CONTRACTOR shall provide firm price quotes for FLIGHT TRACK SYSTEM support service on a multi-year and per-year cost basis that would start at the end of the first year of FLIGHT TRACK SYSTEM warranty. CONTRACTOR will provide current cost estimates of the future support services and the basis for adjusting future year support service (i.e. the consumer price index or other standardized and published index of economic indicators). All prices, terms, and conditions shall remain firm for the initial period and for any renewal period of the support agreement.

77. Scheduled Preventative Maintenance

CONTRACTOR shall provide scheduled preventative maintenance for the entire FLIGHT TRACK SYSTEM for the term of the initial warranty and for the term of any support services agreement that the COUNTY elects to enter into with the CONTRACTOR.

The CONTRACTOR shall perform all scheduled preventative maintenance on the FLIGHT TRACK SYSTEM between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday only, on days on which Airport conducts normal business.

CONTRACTOR shall notify the COUNTY to schedule preventative maintenance and shall provide the COUNTY with a minimum of ten (10) business days of notice prior to a scheduled maintenance visit.

78. FLIGHT TRACK SYSTEM Maintenance and Repair

CONTRACTOR shall be responsible for preventive maintenance, remedial maintenance, and correction of latent defects on the FLIGHT TRACK SYSTEM for the term of the installation agreement, warranty period, and subsequent support services contract periods. CONTRACTOR shall provide all parts, test equipment, and labor associated with maintenance of the FLIGHT TRACK SYSTEM.

CONTRACTOR shall inform the COUNTY of any improved or updated versions of the FLIGHT TRACK SYSTEM software and shall provide COUNTY with the option to install this software at no additional cost to the COUNTY.

CONTRACTOR shall provide qualified, trained service personnel for performing warranty maintenance. Repair and replacement services in the event of FLIGHT

TRACK SYSTEM or computer failure shall be responded to and corrected by the CONTRACTOR.

79. Major FLIGHT TRACK SYSTEM Failures

For purposes of this service, major failures are defined as:

- a. Complete failure of the server or components controlling the collection, processing, and storage of data from remote weather data collection devices; and
- b. Failure of any FLIGHT TRACK SYSTEM component that will result in the fixed loss of one day of loss of weather data from an airport installation, or loss of data acquisition connection.

CONTRACTOR's maintenance personnel shall respond to a major FLIGHT TRACK SYSTEM failure so as to commence appropriate action to correct the failure within 24 hours from the time a COUNTY representative attempts to notify the CONTRACTOR's designated representative that remedial maintenance for major failure is required. CONTRACTOR shall correct major failures within 48-hours. If CONTRACTOR fails to correct major failures within 48-hours, there may be a penalty imposed.

80. Minor FLIGHT TRACK SYSTEM Failures

All other failures will be considered minor failures. CONTRACTOR's maintenance personnel shall respond to minor FLIGHT TRACK SYSTEM failures so as to be on-site, if so required, within 48-hours from the time the COUNTY attempts to notify the CONTRACTOR's designated representative that remedial maintenance for minor failures is required. CONTRACTOR shall correct minor failures within 72 hours, assuming no need of on-site maintenance personnel, of the time that COUNTY notifies the CONTRACTOR.

81. CONTRACTOR Notification to COUNTY

Within 24 hours of resolving major and minor FLIGHT TRACK SYSTEM failures, CONTRACTOR shall notify COUNTY in writing via e-mail that the failure has been resolved and shall include a brief description of the action taken to resolve the failure.

CONTRACTOR shall notify the COUNTY of any condition(s) that have developed or that might develop that might affect the proper operation of the FLIGHT TRACK SYSTEM, as defined in these technical specifications.

82. Malfunction Remedy Options Available to COUNTY

During the original warranty period and subsequent support service contract periods, if any part of the FLIGHT TRACK SYSTEM becomes inoperative due to hardware or software malfunction and results in FLIGHT TRACK SYSTEM availability or grade of service requirements falling below specified levels, the COUNTY may, at its sole discretion, require the CONTRACTOR to either:

- a. Provide on-site technical support personnel at no additional cost;

- b. Replace the malfunctioning hardware and/or software with new and identical items at no additional cost;
- c. Obtain the necessary repair/replacement part from a third party CONTRACTOR and ship to the COUNTY by the most expeditious means at no additional cost to the COUNTY; and
- d. During the warranty and subsequent support service agreement periods, under CONTRACTOR's maintenance obligations, there shall be no additional charge to the COUNTY for the following:
 - i. Replacement parts, unless such parts are required due to the negligence of the COUNTY. Any retrograde parts replaced with new parts become CONTRACTOR's property;
 - ii. Remedial maintenance which was requested during the full coverage time of warranty support services contract and extension thereof, regardless of when the maintenance is performed;
 - iii. Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has commenced, unless such delays are caused by action on the part of the COUNTY; and
 - iv. Supply and installation of improved or updated versions of FLIGHT TRACK SYSTEM software or firmware.

83. Malfunction Report

CONTRACTOR shall furnish a written and signed malfunction incident report to the COUNTY upon the completion of every maintenance action for which it is responsible. At a minimum, the report shall include the following: the date and time of arrival, time spent for repair, type and number of item(s) repaired, description of the malfunction, corrective actions taken, the signature of the CONTRACTOR's maintenance representative, and the estimated cost of the repair.

84. Additional Services

If and when COUNTY requests CONTRACTOR to provide services in addition to those specified above, CONTRACTOR shall develop a work plan detailing the specific tasks to be completed and providing a detailed not-to-exceed budget for performing such Additional Services. CONTRACTOR shall not perform any Additional Services until COUNTY has issued a written notice-to-proceed with the execution of the work plan. CONTRACTOR will not be authorized to perform or invoice COUNTY for any work not specifically authorized in the COUNTY's notice-to-proceed.

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

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

I. VERIFICATION OF COVERAGE

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

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

III. **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits no less than:

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

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

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

- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
- E. PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS AND OMISSIONS LIABILITY: \$2,000,000 per claim and aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

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

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

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

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

VI. 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.

CONTRACTOR is required by this Agreement to immediately notify

COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed.

CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- 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 CONTRACTOR'S subcontractor.

VIII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its

officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

IX. 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:

1. The COUNTY shall be named as loss payee.
2. The Insurer shall waive all rights of subrogation against the COUNTY.

Property and Inland Marine Waiver of Subrogation: Any Property or 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.

X. NOTIFICATION OF CLAIM

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

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

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

**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 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:

Federal Legislation

- 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

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- 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 – Nonprocurement 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.^{1 2}
- 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 – Governmentwide 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. 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. 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 nonaviation 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. 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.

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 with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 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 _____ (the latest approved version as of this grant offer) 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 DBE and 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

A. GENERAL CIVIL RIGHTS PROVISIONS

The Operator 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 Operator 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.

B. 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.

C. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. Compliance with Regulations: The Operator (hereinafter includes consultants) 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.
2. Non-discrimination: The Operator, 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 Operator 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.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by

the Operator 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 Operator 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 Operator 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 to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of an Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator 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.

4. Sanctions for Noncompliance: In the event of an Operator'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:

- a. Withholding payments to the Operator under the contract until the Operator complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

5. Incorporation of Provisions: The Operator 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 Operator 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 Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Operator may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

- A. The Operator 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

Operator will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. 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.

C. 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.*

D. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the "Operator") 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 COUNTY 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 Operators, 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 COUNTY 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).

E. 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 [Operator | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Operator | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. COUNTY of Labor – Wage and Hour Division.

F. 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. Operator must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Operator 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). Operator must address any claims or disputes that pertain to a referenced requirement directly with the U.S. COUNTY of Labor – Occupational Safety and Health Administration.

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, or proposes to do 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 that do business or desire to do business with the county.

1. CONTRACTOR hereby certifies:

- a. the CONTRACTOR is a government or non-profit entity (exempt), or

☐ No ☐ Yes

- b. the CONTRACTOR has no Principal Owners (25% or more) (exempt), or

☐ No ☐ Yes

- c. each Principal Owner (25% or more), does not have any existing child support orders, or

☐ No ☐ Yes

- 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.

☐ No ☐ Yes

2. 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 failures 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 (916) 875-7400 or (888) 271-3906, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing dcssbiddercompliance@saccounty.net.

CONTRACTOR

DATE

Printed Name

Contract Language:

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

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
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Department Submitting Information: _____

Department Contact Person: _____

Telephone Number: _____

E-mail Address: _____

FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 16.1%

Goals for female participation in each trade: 6.9%

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

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

BUY AMERICAN PREFERENCE

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

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

TITLE VI SOLICITATION NOTICE

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

DAVIS-BACON REQUIREMENTS

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

CERTIFICATION OF BIDDER REGARDING DEBARMENT

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

DISADVANTAGED BUSINESS ENTERPRISE

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

TRADE RESTRICTION CERTIFICATION

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries

that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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