



## **REQUEST FOR PROPOSALS**

# **PARKING GUIDANCE SYSTEM FOR SACRAMENTO INTERNATIONAL AIRPORT**

**Proposals Due:**

**Thursday, February 29, 2024  
2:00 P.M. Pacific Time**

## **TABLE OF CONTENTS**

I.	SUMMARY AND BACKGROUND .....	1
II.	PROJECT PURPOSE AND DESCRIPTION .....	2
III.	ANTICIPATED ELEMENTS OF THE PROJECT SCOPE.....	2
IV.	TERM AND EFFECTIVE DATE OF AGREEMENT .....	3
V.	HOW TO OBTAIN A COPY OF THIS RFP .....	3
VI.	DEADLINE .....	3
VII.	MANDATORY PRE-PROPOSAL CONFERENCE .....	3
VIII.	FORMAT OF PROPOSAL .....	4
IX.	MINIMUM QUALIFICATIONS.....	6
X.	ORGANIZATIONAL STRUCTURE.....	8
XI.	SYSTEM PROPOSAL .....	8
XII.	COST PROPOSAL.....	10
XIII.	REFERENCES .....	11
XIV.	RFP TIMELINE.....	12
XV.	EVALUATION OF PROPOSALS .....	12
XVI.	QUESTIONS.....	13
XVII.	BACKGROUND CHECKS.....	14
XVIII.	NEGOTIATION OF AGREEMENT .....	14
XIX.	CONDITIONS .....	14

### Attachments:

1. *FAA General Contract Provisions for Solicitations*
2. *Sample Agreement for Installation, Maintenance, and Operation of a Parking Guidance System for Sacramento International Airport*
3. *County of Sacramento Contractor Certification of Compliance Form*
4. *Contractor Identification Form*
5. *Sample Price Proposal Form*
6. *PGS Signage Drawings*

December 28, 2023

TO: Prospective Service Providers

FROM: Michael Winans  
Airport Economic Development Specialist  
Sacramento County Department of Airports

SUBJECT: **Request for Proposals for a Parking Guidance System for Sacramento International Airport**

## **I. SUMMARY AND BACKGROUND**

The County of Sacramento (County) Department of Airports (Department) owns and operates Sacramento International Airport (SMF). The Department is publishing this Request for Proposals (RFP) to solicit proposals from prospective contractors (Proposers) for the installation, operation, and maintenance of an automated Parking Guidance System (PGS) at SMF.

Beginning Summer 2024, the Department will embark on its major capital improvement program for SMF. Future expansion projects anticipated to affect the PGS are:

- A new parking garage which will add an estimated 5,500 additional parking spaces.
- A new Parking Access and Revenue Control System.

The existing parking garage provides parking in a six (6)-level, above-grade structure. Hourly and daily parking is provided on all levels and is accessed via the airport terminal roadway system. The garage features a helix ramping system between all levels as well as one external speed ramp that connects Levels One and Two. The speed ramp is currently not utilized, and the Department does not expect to utilize it in the foreseeable future. Note that Level 6 comprises roof level parking only. The estimated allocations of parking spaces by level and type are listed in the table on the following page:

Terminal A/B Parking Garage Space Allocations				
Level	Regular	ADA	EV	Total
Level 1	827	15	2	844
Level 2	859	10	4	873
Level 3	853	10	4	867
Level 4	865	10	4	879
Level 5	864	10	6	880
Level 6 (Roof)	868	10	4	882
<b>Total</b>	<b>5136</b>	<b>65</b>	<b>24</b>	<b>5225</b>

## **II. PROJECT PURPOSE AND DESCRIPTION**

The purpose of this project is to enter into an agreement with a qualified contractor to provide for the installation, operation, and maintenance of a new PGS at SMF.

Initially, the selected Proposer will install the PGS within the existing parking garage, with the expectation that such system will be expanded to additional parking garages, such as the one contemplated in Section I.

## **III. ANTICIPATED ELEMENTS OF THE PROJECT SCOPE**

The resulting agreement from this RFP will require the selected Proposer to perform all services required to install, operate, and maintain the new PGS. The Department will expect the selected Proposer to work under the direction of the Department representative and coordinate as needed with other County departments, outside agencies, and interested stakeholders to perform the necessary tasks.

The full Scope of Work (Scope) is included as Exhibit A within the sample agreement included as Attachment 2 to this RFP. The final Scope is subject to alteration or negotiation by the Department with the selected Proposer depending on the details of their proposal.

To assist Proposers with the preparation of their RFP responses and the Department's evaluation of those responses, the successful Proposer will be required to exhibit knowledge, competence, and experience with the following primary tasks:

- A. Design, provision, and installation of a PGS that detects space availability and vehicle occupancy using either ultrasonic sensors or camera-based sensors, or a combination thereof.
- B. Design, provision, and installation of dynamic digital signage to display parking space availability.
- C. Design of a scalable PGS that can be readily expanded to new facilities or upgraded with new features and hardware.
- D. Third-party integration for feeding parking information to other systems.
- E. Maintenance of a PGS to ensure continual operation.

#### **IV. TERM AND EFFECTIVE DATE OF AGREEMENT**

The Department intends to award an agreement effective in May or June 2024. The Agreement term will be ten (10) years, ending on June 30, 2034.

#### **V. HOW TO OBTAIN A COPY OF THIS RFP**

A copy of this RFP and any addenda to it can be found on the Sacramento County Department of Airports website at [http://www.sacramento.aero/scas/opportunities/bids\\_and\\_requests](http://www.sacramento.aero/scas/opportunities/bids_and_requests)

#### **VI. DEADLINE**

Proposals shall be comprised of one (1) digital PDF copy, in a format compatible with Adobe Acrobat, and one (1) digital copy compatible with Microsoft Word in DOC or DOCX format. **Proposals are due no later than 2:00 P.M. Pacific Time on February 29, 2024. All late responses will be rejected.**

Proposers that attend the mandatory pre-proposal conference, described below in Section VII, will receive information regarding access to a secure document folder where their proposal can be uploaded.

#### **VII. MANDATORY PRE-PROPOSAL CONFERENCE**

A mandatory pre-proposal conference is scheduled for January 22, 2024, from 09:00 A.M. Pacific Time to 12:00 P.M. Pacific Time. The

purpose of the conference will be to discuss the requirements and objectives of this RFP. Department representatives will be available to answer questions from interested companies. The meeting will be in a hybrid format, with both in-person and virtual attendance crediting Proposers for attendance at the meeting. There will be a site walk for in-person attendees for which there will be no substitute or replacement; Proposers who attend virtually will therefore not be afforded the opportunity to participate in the site walk to assist in the preparation of their proposals. Proposers who attend virtually hereby acknowledge and agree that not receiving a substitute or replacement for the site walk shall not be grounds for protesting an award pursuant to this RFP.

Please e-mail Michael Winans at [WinansM@saccounty.gov](mailto:WinansM@saccounty.gov) to attend the Mandatory Pre-Proposal Conference. Attendance requests will be accepted for the conference until 12:00 P.M. Pacific Time on January 17, 2024.

The attendance request e-mail should include your firm's name and the names, phone numbers, email addresses of those who will be attending the conference, and the format they will attend in (in-person or virtual only). Only two (2) representatives from any one (1) company will be allowed to attend the in-person meeting; additional personnel may attend the virtual meeting. Attendance will be verified using this information. Once an attendance request is received, Department staff will send meeting information to the listed attendees. **Failure to attend the mandatory pre-proposal conference virtually or in person shall result in disqualification from award consideration pursuant to this RFP.**

## **VIII. FORMAT OF PROPOSAL**

Proposals submitted in response to this solicitation must be prepared in the following format and must address the contents of Sections IX, X, XI, XII, and XIII below.

### **A. COVER LETTER FOR PROPOSALS**

A one (1) page cover letter must be included with the proposal and must be signed by an individual who is authorized to contractually bind the Proposer. The cover letter must be submitted on business letterhead and contain the following information:

1. Name and address of Proposer;

2. Name, title, telephone number, and e-mail address of a contact person;
3. Name, title, address, telephone number, and e-mail address of the individual with authority to execute a binding agreement on behalf of the Proposer;
4. Understanding of work to be performed, the commitment to perform the work, and why the Proposer believes it is the best qualified to perform the work;
5. Acknowledgement of review of the proposed Agreement form provided as Attachment 2 to this RFP and incorporated herein; and
6. Inclusion of a statement that the Proposer agrees to the Agreement format, its content, and all requirements as presented including professional liability insurance limits.

**B. REQUIRED DOCUMENTATION AND FORMS:**

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

1. County of Sacramento Contractor Certification of Compliance Form provided as Attachment 3 to this RFP;
2. Contractor Identification form provided as Attachment 4 to this RFP;
3. Price Proposal Form provided as Attachment 5 to this RFP; and
4. A statement of disclosure indicating whether any professional liability lawsuits have been brought against the Proposer for breach of contract or poor performance in the last ten (10) years; disclose any lawsuits that have been filed against an airport relating to the provision of PGS services.
5. A list of relevant procurements for which any of the proposed firms have been disqualified as proposers during the past five (5) years, and provide the reason(s) for disqualification.

### C. PAGE LIMIT AND FONT REQUIREMENTS:

The proposal format must meet the following requirements:

1. The proposal must not exceed fifty (50) pages single-sided.
2. Include a Table of Contents.
3. Typed in a font no smaller than eleven (11) point, on 8.5" by 11" sized pages unless otherwise specified.

The following items are excluded from page count:

1. Cover page;
2. Cover letter;
3. Staff resumes;
4. Proposer team organization chart;
5. Table of Contents;
6. Equipment cut sheets or data sheets;
7. Marketing materials;
8. County of Sacramento Contractor Certification of Compliance Form;
9. Contractor Identification Form; and
10. Price Proposal Form.

### **IX. MINIMUM QUALIFICATIONS**

This section describes the minimum required qualifications a Proposer must demonstrate for their Proposal to be deemed eligible for award consideration.

**Note that attendance at the mandatory pre-proposal conference as detailed in Section VII is a prerequisite for a firm to be**



**eligible to submit a proposal. Proposals submitted by firms who did not attend the mandatory pre-proposal conference shall be rejected and not evaluated.**

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

Other Minimum Qualifications:

A. California Secretary of State Registration

The Proposer and any proposed subcontractors must be registered with the California Secretary of State and permitted to conduct business in the State of California.

B. Previous Experience

An eligible Proposer, as the prime contractor, must have experience regarding the design, manufacture, furnishing, and installation of three (3) PGS projects that are the same or similar to that required by this RFP within the last three (3) years, one of which projects must be at an airport.

In less than three (3) total pages, provide the following information for three (3) projects that demonstrate the minimum experience requirements described above:

1. Name of firm (e.g., Proposer or Major Subcontractor) who provided the PGS equipment, as well as whether your company was the Prime Contractor or a Subcontractor on the project. If your firm was the subcontractor, indicate the Prime Contractor for the project.
2. Monetary value of awarded contract.
3. Name and location of the project.
4. Dates of Award and System Acceptance of PGS equipment.

5. Description of all PGS equipment provided including the quantities of equipment, performance requirements, and length of time in service.
6. Name, location, and telephone number of the Proposer's commercial and technical contacts for the project.

## **X. ORGANIZATIONAL STRUCTURE**

Please provide an organization chart of the proposed team for this project including names, titles, and project responsibilities. Provide a resume or curriculum vitae for key personnel, including the proposed project manager. The project manager will be subject to Department approval, and the Department may request replacement at any time during the duration of the awarded agreement.

## **XI. SYSTEM PROPOSAL**

Describe your proposed system in detail and explain its ability to meet or exceed all prescribed system requirements in the Scope.

Additionally, please provide direct responses to the following prompts:

1. Identify any clarifications, deficiencies, exceptions, deviations from, or errors of your proposed system in comparison to the system specifications laid out in the Scope.
2. Provide a detailed list of additional communication devices and infrastructure required by your proposed system.
3. Describe how your system will embody a modular design that is readily scalable and upgradable to accommodate additional equipment, features, and functionalities including additional vehicle detection sensors, space availability signs, matrix displays, implementation into additional facilities, utilization of Open Application Programming Interfaces (APIs) to interface with third-party applications, and firmware or software upgrades without the need for replacing field devices.
4. Indicate whether your system is capable of being hosted fully via cloud solution or on-premises hardware, or some combination thereof.

5. Identify and describe all hardware required by your proposed system.
6. Propose a list of spare parts, including type and quantity, to be maintained on site at SMF. Identify and include the list of all spare parts required to maintain the system.
7. Describe your company's ability to meet the emergency service requirements described in Section II.(M)(5) of the Scope in Attachment 2.
8. Indicate all software and licensing required by the proposed system, including the name and version of the software.
9. Submit a drawing of the proposed system architecture.
10. Propose signage concepts; refer to Attachment 6 for display locations and approximate display dimensions. Propose concepts of a proper size to fit within the geometric circumstances of each installation location.
11. If your proposed system is camera-based, indicate the ability of the system to:
  - a. Capture license plate numbers of parked vehicles on covered levels of parking garages.
  - b. Capture license plate numbers of parked vehicles on uncovered levels of parking garages.
  - c. Locate vehicles, based on license plate number, for assisting lost customers.
  - d. Provide video surveillance of monitored areas within a parking garage as well as on the roof level.
  - e. Optimize nightly vehicle license plate inventory procedures.
  - f. Provide law enforcement access to license plates for enhanced security features.
  - g. "Find Your Car" functionality via SMF website and mobile application.

12. Describe the lightning protection method for your proposed system.
13. Provide recommended maintenance procedures for your proposed system.
14. Describe any additional training methods or materials provided with your system in excess of those required by the Scope.

## **XII. COST PROPOSAL**

Complete and submit an electronic Price Proposal Form; a sample of the blank form is included as Attachment 5 to this RFP. The Department will provide an electronic copy of the Price Proposal Form in the required Excel format to companies who attend the mandatory pre-proposal conference.

### Additional specific directions for the Price Proposal Form:

- A. Each Proposer shall complete the Price Proposal Form and submit the electronic Excel file as part of their proposal.
- B. The Proposer shall not lock the file from editing.
- C. Proposer shall enter the quantity and unit price for each item on the Price Proposal Form. For unit priced items, Proposers shall show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation.
- D. The Price Proposal Form contains a formula that automatically multiplies the quantity by the unit price for the Total Price column and also automatically computes totals for Services, Recurring Fees, Alternate Bid Price, and Grand Total values. Proposers shall not edit these values.
- E. The Price Proposal Form contains line items described as 'License' and 'Provider's Name'. These lines allow the Proposer to include:
  1. Licensing descriptions for supplemental software required for a fully functional system.
  2. Recurring fees.

- F. The Proposer shall confirm the apparent accuracy of the automatic calculations and notify the County immediately in writing of any apparent errors in the provided file(s).
- G. Any proposal that fails to include all prices from the Price Proposal Form as requested may be deemed incomplete and disqualified as a result.
- H. At any time before Final Acceptance, the County may purchase the features included in the Alternate Bid Items for the price indicated. After Final Acceptance, the Alternate Bid Items pricing shall be subject to price escalation in accordance with the Consumer Price Index.
- I. The Price Proposal Form will serve as the basis for compensation in the agreement resulting from this RFP.
- J. The County does not represent, expressly or by implication, that the actual amount of work will correspond to the model represented by Price Proposal Form.

### **XIII. REFERENCES**

Provide the following information for at least three (3) clients with direct experience with your firm, within the last three (3) years that can be contacted to provide a reference. Clients may be based out of the United States:

- A. Company or Agency Name.
- B. Contact Name.
- C. Contact Title.
- D. Address.
- E. E-mail Address.
- F. Phone Number.

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

#### **XIV. RFP TIMELINE**

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

<b>Dates</b>	<b>Event</b>
December 28, 2023	Issuance of RFP
January 17, 2024 12:00 P.M. Pacific Time	Deadline for RSVP to mandatory pre-proposal conference
January 22, 2024 9:00 A.M. – 12:00 P.M Pacific Time	Mandatory pre-proposal conference
January 26, 2024 2:00 P.M. Pacific Time	Deadline for submitting questions
February 20, 2024	Addenda issued if necessary, including response to questions
<b>February 29, 2024 2:00 P.M. Pacific Time</b>	<b>Proposals Due</b>
March 26 - 28, 2024	Mandatory interviews with the Top Proposers (if necessary)
June 2024	Selection recommendation presented to Board
June/July 2024	Anticipated effective date of Agreement with selected Proposer

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

#### **XV. EVALUATION OF PROPOSALS**

The RFP evaluation process will include a specific focused review of each proposal by a panel of evaluators. Each proposal will be evaluated against other proposals received. Proposals must be formatted and headlined in the order of Sections IX – XIII, indicated above, and must clearly answer / describe and or demonstrate all the required information requested herein.

Proposals will be evaluated based on the following criteria in the table on the following page:

<b>Category</b>	<b>Points Contributed to Total Score</b>
Completeness of Response	Pass/Fail
Minimum Qualifications	Pass/Fail
Mandatory Pre-Proposal Conference Attendance	Pass/Fail
Organizational Structure	10
Technical Proposal	60
Cost Proposal	20
References	10
<b>Total</b>	<b>100</b>

Proposals will receive a final score based on the average of scores from the evaluation panel. The top Proposers based on the final score may be required to attend an in-person interview, which will serve as the basis for the panel's final decision for award.

## **XVI. QUESTIONS**

All inquiries regarding this RFP and any request for clarification of the contents of this RFP must be directed in writing, via e-mail to Michael Winans at WinansM@saccounty.gov no later than January 26, 2024, at 2:00 P.M. Pacific Time.

Interested parties are hereby notified of the following:

- A. Telephone inquiries will not receive a response.
- B. Proposers are not to rely on oral instructions or clarifications to this RFP.
- C. If modifications to this RFP are necessary, the Department will respond in writing via addendum, which will be posted to the Department's website at [http://www.sacramento.aero/scas/opportunities/bids\\_and\\_requests](http://www.sacramento.aero/scas/opportunities/bids_and_requests) and will be sent directly to eligible Proposers who attend the mandatory pre-proposal conference.
- D. Interested parties are encouraged to regularly check the Department's web site for possible updates to this RFP.
- E. Contact with or lobbying of any County representative other than Michael Winans regarding this solicitation prior to the notice that the Proposer is or is not recommended for award is cause for disqualification.

The County reserves the right to modify this RFP at any time prior to the proposal due date. The County will modify the RFP only by formal written addenda. Proposals shall be based on this RFP and any formal written addenda. It is the responsibility of each Proposer to assure receipt of all addenda.

## **XVII. BACKGROUND CHECKS**

The Contractor's staff that will be working on-site unescorted, or who require access to County systems, must pass the Department's background check and must obtain an airport access badge to conduct work in secured areas.

## **XVIII. NEGOTIATION OF AGREEMENT**

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

## **XIX. CONDITIONS**

### **A. FAA SOLICITATION REQUIREMENTS**

The selected contractor shall, at all times during this RFP process and the term of the agreement, comply with the provisions of the "Federal Aviation Administration (FAA) General Contract Provisions for Solicitations" (FAA Solicitation Provisions) and any subsequent revisions, updates, or amendments thereto. The FAA Contract Provisions 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 FAA Contract Provisions. Contractor is required to contact the FAA for any updates or revisions. The most current version of the FAA Contract Provisions are included as Attachment 1 to this RFP.



## B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The County encourages all businesses, including those owned and controlled by one (1) or more socially and economically disadvantaged individuals that can provide the desired services, to submit their proposals. If you are currently certified as a DBE, please include a copy of your DBE certification letter along with your proposal. This information will be used for DBE utilization tracking purposes only. If you are a business owned and controlled by one (1) or more socially and economically disadvantaged individuals and you are not currently certified as a DBE firm, but wish to receive information on how to become certified, please contact the State of California, Department of Transportation, Civil Rights Program at the following website:

<https://dot.ca.gov/programs/civil-rights/dbe>

## C. DEPARTMENT'S RIGHT TO NEGOTIATE AGREEMENTS

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

## D. PUBLIC DISCLOSURE OF PROPOSAL DOCUMENTS

The County will treat all information submitted in a proposal as available for public inspection once negotiations with the selected party have been completed. If copies of proposals are included with Board materials, the County will make proposals available for public inspection once staff has made a recommendation for award. If a Proposer believes protected data is included in its proposal, the Proposer shall clearly identify the data and provide the legal basis in support of the asserted classification. Proposer must present such information separately as part of its proposal **OR** type in bold red letters the term "CONFIDENTIAL" on that specific part or page of the Proposal which Proposer believes to be confidential. Classification of data as trade secret data will be determined pursuant to applicable law, and, accordingly, merely labeling data as "trade secret" does not necessarily make the data protected as such under any applicable law.

In order for the County to assert the confidentiality of any such

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

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

The Proposer agrees, as a condition of submitting its proposal, that the County will not, as between the parties, be liable or accountable for any loss or damage, which may result from a breach of confidentiality related to the proposal. The Proposer agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the California Public Records Act, including legal fees and disbursements paid or incurred to enforce this provision.

#### E. TAXATION

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

#### F. COUNTY'S RIGHT TO WITHDRAW, CANCEL, SUSPEND AND/OR MODIFY RFP

The County reserves the right to withdraw, cancel, suspend, and/or modify this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise.

#### G. PROPOSER'S COSTS

The County shall not be responsible for any costs incurred by Proposer in connection with this RFP. Proposer shall bear all costs associated with proposal preparation, submission, and attendance at interviews, or any other activity associated with this RFP or otherwise.

#### H. COLLUSION

If the County determines that collusion has occurred among Proposers, none of the proposals of the participants involved in the collusion shall be considered. The County's determination shall be final.

#### I. CONFLICT OF INTEREST

The Proposer affirms that to the best of its knowledge the submission of its Proposal, or any resulting contract, does not present an actual or perceived conflict of interest. The Proposer agrees that should any actual or perceived conflict of interest become known, it will immediately notify the County and will advise whether it will or will not avoid, mitigate, or neutralize the conflict of interest.

The County may make reasonable efforts to avoid, mitigate, or neutralize a conflict of interest by a Proposer. To avoid a conflict of interest by a Proposer, the County may utilize methods including disqualifying a Proposer from eligibility for a contract award or cancelling the contract if the conflict is discovered after a contract has been issued. The County may, at its sole and absolute discretion, waive any conflict of interest.

**ATTACHMENT 1**  
**FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS**  
**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO**  
**ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

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

**Timetables**

Goals for minority participation for each trade: 16.1%

Goals for female participation in each trade: 6.9%

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

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

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

The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

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

### **BUY AMERICAN PREFERENCE**

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

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

### **TITLE VI SOLICITATION NOTICE**

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

### **DAVIS-BACON REQUIREMENTS**

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

## **CERTIFICATION OF BIDDER REGARDING DEBARMENT**

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

## **DISADVANTAGED BUSINESS ENTERPRISE**

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

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

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

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

## **TRADE RESTRICTION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

## **CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

## **PROCUREMENT OF RECOVERED MATERIALS**

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

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

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

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

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



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

**ATTACHMENT 2**

**SAMPLE AGREEMENT FOR INSTALLATION, MAINTENANCE, AND  
OPERATION OF A PARKING GUIDANCE SYSTEM FOR SACRAMENTO  
INTERNATIONAL AIRPORT**

**COVER PAGE**

**AGREEMENT FOR INSTALLATION, MAINTENANCE, AND OPERATION  
OF A PARKING GUIDANCE SYSTEM FOR SACRAMENTO  
INTERNATIONAL AIRPORT**

THIS AGREEMENT (Agreement) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the COUNTY OF SACRAMENTO (COUNTY), a political subdivision of the State of California, and [CONTRACTOR NAME] (CONTRACTOR), [Contractor Info].

**RECITALS**

**WHEREAS**, COUNTY owns and operates Sacramento International Airport (SMF) through its Department of Airports (Department); and

**WHEREAS**, COUNTY desires to obtain the services of a contractor to design, install, maintain, and operate a Parking Guidance System for the parking facilities at SMF; and

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

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

**WHEREAS**, CONTRACTOR was selected as providing the best proposal for the services in this Agreement through a publicized and competitive bidding process; and

**WHEREAS**, by Resolution No. 2024-\_\_\_\_\_, COUNTY Board of Supervisors authorized the Director of Airports (Director) to negotiate and execute this Agreement; and

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

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

**I. SCOPE OF WORK**

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 first written above and shall end on June 30, 2034.

**III. NOTICE**

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

TO COUNTY

TO CONTRACTOR

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

[Mailing Info]

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

**IV. COMPLIANCE WITH LAWS**

- A. CONTRACTOR shall observe and comply with all applicable federal, State, and County laws, regulations and ordinances.
- B. CONTRACTOR shall, at all times during the term of this Agreement, comply with the provisions of the Federal Aviation Administration (FAA) Airport Sponsor Assurances (Assurances) and any subsequent revisions, updates, or amendments thereto. The provisions of the Assurances may change during the term of this Agreement, and those changes will be incorporated into this Agreement without the necessity of a formal amendment.

COUNTY is not responsible for notifying CONTRACTOR of any changes to the Assurances. CONTRACTOR is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website, and is incorporated into this Agreement by this reference.

[https://www.faa.gov/airports/aip/grant\\_assurances](https://www.faa.gov/airports/aip/grant_assurances)

- C. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

CONTRACTOR shall provide a written report to COUNTY within sixty (60) days of the effective date of the contract or sixty (60) days upon request regarding compliance with economic sanctions and steps taken in response to Russia's actions in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. COUNTY shall keep the report on file as evidence of compliance with the Order.

## **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**

[USE (A) FOR SERVICE PROVIDERS WITH FIVE OR MORE  
EMPLOYEES OR WHEN A TAX WAIVER HAS BEEN OBTAINED  
FROM COUNTY COUNSEL]

### **(A)**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY

based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this agreement.

[USE (B) FOR ALL OTHER SERVICE PROVIDERS]

**(B)**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties

hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of COUNTY as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have a) any entitlement as a COUNTY employee; or b) except as otherwise provided by this Agreement, the right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.
- E. Notwithstanding CONTRACTOR'S status as an independent contractor, COUNTY shall withhold from payments made to CONTRACTOR such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax



Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding COUNTY'S liability under said laws and does not abrogate CONTRACTOR'S status as an independent contractor as described in this contract. Further, CONTRACTOR is not included in any group covered by COUNTY'S present agreement with the federal Social Security Administration.

[USE (C) IN ADDITION TO (A) FOR OUT-OF-STATE SERVICE PROVIDERS.]

**(C)**

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

**X. CONTRACTOR IDENTIFICATION**

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

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

A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

B. CONTRACTOR'S failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

## **XII. BENEFITS WAIVER**

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

## **XIII. RETIREMENT BENEFITS/STATUS**

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

## **XIV. CONFLICT OF INTEREST**

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

## **XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

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

## **XVI. GOOD NEIGHBOR POLICY**

- A. CONTRACTOR shall comply with COUNTY'S Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
  - 1. Provision of parking adequate for the needs of its employees and service population;
  - 2. Provision of adequate waiting and visiting areas;
  - 3. Provision of adequate restroom facilities located inside the facility;
  - 4. Implementation of litter control services;
  - 5. Removal of graffiti within seventy-two (72) hours;
  - 6. Provision for control of loitering and management of crowds;
  - 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
  - 8. Participation in area crime prevention and nuisance abatement efforts; and
  - 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY'S individualized assessment of CONTRACTOR'S facility, services and actual impacts on the neighborhood in which such facility is located.

- B. CONTRACTOR shall identify, either by sign or other method as approved by the Director, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR'S compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by Director.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR'S site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR'S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

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

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

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

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

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

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

#### **XIX. INSURANCE**

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

#### **XX. INFORMATION TECHNOLOGY ASSURANCES**

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

#### **XXI. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.

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

## **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 (1) party on the basis that the other party prepared it.

#### **XXVIII. DIRECTOR**

As used in this Agreement, "Director" shall mean the Director of the Department of Airports, or their designee. Director shall administer this Agreement on behalf of the COUNTY, and has authority to make administrative, non-material amendments to this Agreement on behalf of the COUNTY relating to pricing; performance standards, milestones, schedules, and timelines; clarifications to scope of work; management practices; and similar matters so long as such amendments do not affect the total maximum payment



amount (including adjustments authorized under Sacramento County Code section 2.61.440) set forth in Exhibit C. Unless otherwise provided herein or required by applicable law, Director shall be vested with all the rights, powers, and duties of COUNTY herein. With respect to matters herein subject to the approval, satisfaction, or discretion of COUNTY or Director, the decision of the Director in such matters shall be final.

## **XXIX. DISPUTES**

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

## **XXX. TERMINATION**

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

such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

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

### **XXXI. REPORTS**

- A. CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by Director concerning CONTRACTOR'S activities as they affect the contract duties and

purposes herein. COUNTY shall explain procedures for reporting the required information.

- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the COUNTY are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous six (6) months. This report shall be forwarded to where Notice is sent pursuant to roman numeral III of this Agreement.

#### **XXXII. AUDITS AND RECORDS**

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

#### **XXXIII. PRIOR AGREEMENTS**

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

#### **XXXIV. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms,

conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**XXXV. FORCE MAJEURE**

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**XXXVI. SURVIVAL OF TERMS**

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

**XXXVII. DUPLICATE COUNTERPARTS**

This Agreement and any amendments hereto may be executed in duplicate counterparts. The Agreement and subsequent amendments shall be deemed executed when signed by both parties.

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

### **XXXVIII. AUTHORITY TO EXECUTE**

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

### **XXXIX. FAA CONTRACT PROVISIONS**

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

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

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

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

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

Cynthia A. Nichol  
Director of Airports

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

[Authorized Signer]  
[Title]

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

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

CONTRACT AND CONTRACTOR TAX STATUS  
REVIEWED AND APPROVED BY COUNTY COUNSEL

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

Katrina G. Nelson  
Supervising Deputy County Counsel

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

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements for Contractors
- Exhibit C – Budget Requirements
- Exhibit D – FAA Contract Provisions
- Exhibit E – Liquidated Damages Schedule

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

**SCOPE OF WORK**

**FINAL SCOPE OF WORK MAY DIFFER BASED ON PROPOSAL**

**I. SERVICE LOCATION**

**Facility Name(s):** Sacramento International Airport (SMF)

**Street Address:** 6900 Airport Blvd.

**City and Zip Code:** Sacramento, CA 95837

**II. SCHEDULE**

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

**III. RESPONSIBILITIES OF COUNTY AND CONSULTANT FOR SCOPE**

A. COUNTY, or its authorized representatives, shall review all documents submitted by CONTRACTOR and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CONTRACTOR. COUNTY shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONTRACTOR'S services and of the project.

B. CONTRACTOR shall be solely responsible for the quality and accuracy of its work and the work of its subconsultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the COUNTY shall not be deemed to constitute acceptance or waiver by the COUNTY of any error or omission as to such work. CONTRACTOR shall coordinate the activities of any subconsultants and is responsible

to ensure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

- C. CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention (CDC) including staff education, staff training, routine cleaning of staff and public space, on-site washing facilities, and to the extent applicable Personal Protective Equipment (PPE) donning and maintenance. CONTRACTOR shall submit a plan for compliance with these standards to the COUNTY. This safety plan and/or narrative description shall describe the education, training, routine cleaning, on-site washing facilities and the PPE to be used or provided by the CONTRACTOR. Compliance with these standards is not a reimbursable expense pursuant to this Agreement.

#### **IV. AUTHORITY OF CONSULTANT PERFORMING SCOPE OF WORK**

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

#### **V. PUBLICATION OF DOCUMENTS AND DATA**

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



## **VI. PROJECT PERSONNEL**

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

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

CONSULTANT: NAME:  
  
PHONE:  
  
FAX:  
  
E-MAIL:

## **VII. DESCRIPTION OF SERVICES**

A. CONTRACTOR is responsible for designing, furnishing, and installing an automated Parking Guidance System (PGS) functioning in the manner described in this Scope of Work within the parking facilities at SMF identified in Section B below.

### **B. SMF Parking Facilities**

Terminal A/B Parking Garage

The Terminal A/B Parking Garage provides parking in a six (6) level, above-grade structure. This structure features a helix ramping system between all levels.

### C. PGS Functionality

#### 1. Terminal A/B Parking Garage

The PGS for this facility shall provide:

- a. Single space detection of all vehicles parked on covered levels one (1) through five (5).
- b. Single space detection of all vehicles parked on the uncovered level six (6) (garage roof).
- c. Seamless operation as a complete system. All PGS equipment components shall function in coordination with other PGS components.
- d. A display of parking facility status of the garage on exterior matrix displays on the terminal roadway system on Airport Boulevard, at the location(s) approved by COUNTY.
- e. A display of parking space availability for all parking levels on a matrix display sign at the public entry plazas that provide access to the garage, at the location(s) approved by COUNTY.
- f. A display of parking space availability counts for the current level and levels above it at each level entry from the helix ramp for levels two (2) through five (5). The PGS shall provide a similar display for the current level at the entry to level six (6) from the helix ramp. All sign locations shall be approved by COUNTY.
- g. A display of parking availability counts by zones and rows within levels one (1) through five (5). All sign locations shall be approved by COUNTY.
- h. Functionality to feed parking availability counts in a format approved by COUNTY for the purpose of displaying availability on the SMF website.

## 2. PGS Functionality Requirements

The PGS shall provide the following functionality:

- a. Real-time space monitoring of all parking spaces the system covers utilizing either ultrasonic sensors, camera-based sensors, or a combination thereof.
- b. Real-time space monitoring of all spaces on uncovered level six (6) utilizing single space camera-based detection sensors mounted on the rooftop light poles.  
CONTRACTOR to furnish and install additional poles as required to provide full camera coverage of level six (6).
- c. Real-time space availability data to PGS signs with the ability to manually override messages on all signs.
- d. CONTRACTOR shall develop, implement, and support a customized, public-facing mobile application for disseminating PGS-related data including vehicle location for the duration of the Term. Support for the mobile application is described in Section III.(A)(8) of this Scope of Work.
- e. CONTRACTOR shall develop, implement, and support a real-time interface between the PGS and SMF website to disseminate parking occupancy and availability data for the duration of the Term. Support for the is described in Section III.(A)(9) of this Scope of Work.
- f. The PGS shall be scalable with simple implementation for expansion into additional parking facilities whether they are current or future facilities. Scalability shall include:
  - 1) Implementation of additional vehicle detection sensors and space availability signs.
  - 2) Implementation of additional matrix displays.
  - 3) Deployment to future parking facilities.
  - 4) Potential for additional functionality.
  - 5) Open Application Programming Interfaces (APIs) to interface with additional third-party applications.

- 6) Ability for firmware or software upgrades without necessitation of replacing hardware.
- g. CONTRACTOR shall provide an internet-accessible graphical user interface (GUI) that facilitates the configuration and management of the PGS.
- h. The PGS shall provide parking management staff with parking activity reports to evaluate the operation of the garage including occupancy levels, turnover rates, heat maps, activity trends, and malfunction alarms.
- i. The PGS shall be fully functional in an outdoor environment in all weather conditions:
  - 1) Equipment housings, conduits, and junction boxes exposed to weather (i.e., any location not in a conditioned environment) shall meet or exceed National Electrical Manufacturers Association (NEMA) 4X or Ingress Protection (IP)67 standards to be moisture-proof and provide sufficient protection such that the components continue to function without moisture, dust, particle, heat, or cold-related interruption.
  - 2) Components that do not meet NEMA 4X or IP67 standards or better may be considered if implemented with supplemental environmental controls to sufficiently protect equipment, subject to COUNTY approval.
- j. Capability to create and modify premium or reserved areas within each level of each parking facility the PGS covers.
- k. Capability to override stall indicating lights, monitor individual stalls, and set and create alarms and system notifications for selected parking stalls.
- l. The PGS shall include secure software that is access controlled by username and password.
- m. Capability for self-monitoring, self-diagnosis, and self-reporting of issues affecting operation.

#### D. Primary PGS Components

The primary components of the PGS supplied by CONTRACTOR shall include:

1. PGS server including all hardware and software except where otherwise specified.
2. Communication equipment including communication consolidators and low voltage network from the points of demarcation to all PGS components.
3. Ultrasonic and/or camera-based vehicle sensors to detect vehicle presence for spaces on the covered levels of parking facilities.
4. Single space camera-based vehicle sensors to detect vehicle presence for spaces on the roof level.
5. Light Emitting Diode (LED) space occupancy indicators for each individual parking space, with the exception of roof spaces.
6. LED dynamic signage.
7. LED matrix displays.
8. API modules for integration of PGS with third-party systems.
9. Power supplies for all PGS components.

#### E. General Responsibilities of CONTRACTOR

CONTRACTOR shall:

1. Review and edit COUNTY-provided infrastructure design documents to ensure that the provided infrastructure to points of demarcation is designed correctly to support the PGS.
2. Coordinate with COUNTY'S infrastructure contractor throughout construction to ensure improvements to the points of demarcation are constructed per PGS requirements.

3. Design, furnish, and install NEMA enclosure boxes, cable trays, mounting rails, and sensor mounting brackets from the points of demarcation to cover all monitored parking spaces.
4. Design, furnish, pull, and terminate all required cabling to support the PGS sensors and signs from the points of demarcation to the component locations.
5. Evaluate each PGS component location and coordinate layout of sensors, signage, conduits, cabling, wiring, enclosures, structures, and mounting structures.
6. Evaluate each matrix display location and confirm matrix dimensions and mounting details.
7. Coordinate and confirm final and precise layout of all signs, conduits, mounting rails, stubs, sensors, indicator lights, and anchor bolts with the COUNTY prior to installation.
8. Prior to installation of any PGS signage, coordinate PGS signage locations with COUNTY'S existing static wayfinding signage locations.
9. Provide design detail drawings of the PGS conduit, cabling, and component layout in AutoCAD format.
10. Provide product literature as required to detail all equipment, programming, wiring and installation requirements.
11. Provide necessary mounting systems for all PGS equipment including cable trays, mounting rails, hangers, posts, structures, and foundations.
12. Provide all conduit, cabling, electronics, hardware, and software, unless noted otherwise, required for a complete functioning PGS.
13. Provide final component installation/bolt-down and terminate COUNTY-provided power and communication cables at each point of demarcation.

14. Provide final component installation/bolt-down and cable termination for all sensors, LED space indicators, power supplies, communication modules, and signs.
15. Provide submittals as specified herein.
16. Prepare an implementation plan for installation of the PGS, subject to COUNTY approval.
17. Evaluate each PGS location and coordinate layout of new vehicle sensors, signage, conduits, wiring, enclosures, structures, and accessories.
18. Review existing communication infrastructure from Intermediate Distribution Frames (IDFs) and electrical rooms to demarcation points on each level of the garage.

Network components (except switches in the main distribution room) required beyond what is currently available at the parking facilities and sign locations (including but not limited to additional fiber, copper, wire managers, fiber-copper converters, and switches) shall be provided by CONTRACTOR using a COUNTY-approved communications subcontractor.

19. Install, terminate, and connect all CONTRACTOR-supplied equipment and provide interconnection with COUNTY-supplied equipment.
20. Test, adjust and interface circuits prior to installation of equipment. Make all connections of wiring to components.
21. Authorize application of power and accept responsibility for application of power to equipment and initiation of operation.
22. Configure, test, and load all standard and customized programming per functional requirements including user interface, directional sign space counting logic, vehicle locator, and all integrations with external systems.
23. Run all initial diagnostics and system testing programs necessary to provide a complete working system.

24. Attend construction meetings, provide schedules as required, and coordinate fieldwork schedule with COUNTY.
25. Perform system commissioning as required.
26. Test equipment in accordance with this specification.
27. Provide operating manuals, maintenance manuals, and training sessions as specified herein.
28. Provide accurate as-built drawings (in AutoCAD) of the system and supporting components as they were installed in the field.
29. Provide warranty services as required.
30. Provide post-warranty maintenance services as required.

F. General Responsibilities of COUNTY

1. COUNTY shall provide construction drawings and permits for the design of infrastructure required to support the PGS up to the points of demarcation, approximately four locations per level including:
  - a. Civil improvements (paint striping, bollards, barriers, barricades, etc.)
  - b. Electrical power conduit and cabling consisting of 120V power via copper cabling at an electrical box at each point of demarcation and to each matrix display.
  - c. Communication network conduit and cabling TCP/IP communication connectivity via Category (CAT) 6E cabling at a communication box at each point of demarcation and to each matrix display.
2. COUNTY shall provide rack space in computer data centers to facilitate the installation of the PGS computer servers or virtual machines for CONTRACTOR to apply software, as applicable.
3. COUNTY shall provide business-class high speed internet access for the PGS.



#### G. PGS Conformity

Design and operation of the PGS shall conform to the following referenced codes, regulations, and standards as applicable:

1. National Electric Code (NEC)
2. Electronic Industry Association (ANSI/EIA)
3. National Electrical Manufacturers Association (NEMA)
4. International Organization for Standardization (ISO)
5. Underwriters Laboratories (UL)
6. National Fire Protection Association (NFPA)
7. Applicable Federal, State, and Local Laws, Regulation, and Codes

#### H. Terminal A/B Parking Garage Installation Sequencing

The installation of the PGS will be in the following sequence:

1. The Proof of Concept (POC) shall be installed in the Terminal A/B Parking Garage, Level 1, which is comprised of forty parking spaces bays of Hourly parking.
2. POC validation duration shall be four (4) weeks. Upon successful completion of the POC, COUNTY will notify CONTRACTOR in writing to continue installation for remaining spaces.
3. The order of installation for the remaining spaces shall be prescribed by COUNTY to CONTRACTOR.

#### I. Submittals

Submittals are due within fourteen (14) calendar days of CONTRACTOR'S receipt of written Notice to Proceed (NTP) from COUNTY. Submittals include:

1. Cut sheets shall be submitted for the following:

- a. Ultrasonic vehicle sensors.
  - b. Camera vehicle sensors.
  - c. Red, Green, Blue (RGB) LED indicators.
  - d. Dynamic signs.
  - e. Matrix displays.
  - f. Communication consolidators.
  - g. Power supplies.
2. Cut sheets shall include:
- a. Sample photographs of installed equipment.
  - b. Equipment dimensions.
  - c. Equipment mounting requirements, including proposed mounting height for conduits, signs, vehicle sensors, and LED indicators.
  - d. Power requirements and load.
  - e. Communication requirements.
  - f. Operating temperature ranges.
  - g. Operating relative humidity ranges.
  - h. NEMA/IP ratings.
  - i. Listings and certifications (i.e., UL, ISO, etc.).
3. Software applications and versions in use for the PGS.
4. Manufacturer recommended maintenance procedures as applicable.
5. CONTRACTOR'S PGS standard reports. Include report descriptions, selectable data fields, and report layouts.

6. Design drawings prepared in AutoCAD including:
  - a. Dimensioned drawings showing plans, elevations, sections and details indicating coordination and relationships with other construction.
  - b. Garage dynamic signage design.
  - c. Mounting details for conduits, dynamic signs, matrix displays, vehicle sensors, and LED indicators.
  - d. Wiring diagrams detailing wiring requirements for power, communication, and control systems. Include wiring termination details.
  - e. Locations for electrical and communications connection points and pathways including conduit runs, concentration points, network access points, power access points, and points of demarcation to connect to COUNTY'S communication and power networks.
  - f. All drawings shall be signed and sealed by a professional engineer licensed in the State of California.
7. Detailed project schedule in Gantt format in a Microsoft Project-compatible format.
8. Sequencing and traffic control plan.
9. Testing plan including:
  - a. Testing procedures including tests for all required system functionalities that are described in this Scope of Work.
  - b. Development of test procedures for the tests listed below:
    - 1) Device Acceptance Tests (DAC):
      - i. Vehicle sensor and LED indicator acceptance tests.
      - ii. Dynamic signage and acceptance tests.
      - iii. Matrix display acceptance tests.

2) System Acceptance Test (SAT):

- i. Identify inoperative components and systemic flaws.
  - ii. Vehicle detection and signage accuracy tests.
  - iii. License Plate Recognition (LPR) accuracy tests, if applicable.
  - iv. Software functionality tests.
  - v. Reporting features.
- c. Incorporation of COUNTY'S review comments into the test procedures, requiring as many as revisions as required for COUNTY'S final approval.
- d. No testing shall commence until COUNTY approves final form of testing procedures.
10. PGS Manuals to include instructional manuals for the PGS detailing the complete operation and maintenance of the PGS.
- a. COUNTY will review manuals and return comments to CONTRACTOR as applicable. CONTRACTOR shall make requested revisions. PGS installation shall not commence prior to COUNTY approval of instructional manuals.
  - b. Hardcopy and electronic (PDF or Microsoft Word format) manuals shall be submitted to COUNTY for PGS user manuals, maintenance manuals, and training manuals.
11. As-Built Documentation
- As-Built documentation shall be provided by CONTRACTOR for all systems and components installed as part of the PGS, to include:
- a. AutoCAD drawings depicting the accurate location of all PGS equipment, conduit, and cabling components.

- b. Configuration settings of each system upon the completion of any acceptance test.
- c. Updated documentation as further changes occur in the field or because of a patch or upgrade to an installed system throughout installation, warranty, and post-warranty maintenance periods.

## 12. COUNTY Training Plan

The training plan for COUNTY as the PGS owner shall include:

- a. Summary description of training goals and outcomes for both system operators and maintenance personnel.
- b. Agenda for each training session.
- c. Trainer requirements include any network connectivity, audio/visual equipment, client workstations, etc.
- d. Hardcopy and electronic (PDF or Microsoft Word format) manuals shall be submitted to COUNTY.

## J. Delivery, Storage, and Handling

1. CONTRACTOR shall procure shipping insurance for all shipments to recover costs from any equipment damaged or lost during shipping.
2. Any items damaged or lost during shipping shall be replaced and shipped to the project site, by expedited means if requested by COUNTY, at no additional cost to COUNTY.
3. COUNTY shall provide CONTRACTOR with a designated storage/staging area for PGS equipment and materials that have not been installed. The provided storage area may be located in an unsecured, uncovered, outdoor location. CONTRACTOR shall provide or otherwise be responsible for any security fencing and protection from theft or weather elements as required. Should the stored equipment be stolen or damaged prior to final acceptance, CONTRACTOR shall replace the equipment at no additional cost to COUNTY.

4. Equipment shall be delivered to the project site in the manufacturer's original containers and/or packaging to prevent damage and be marked for easy identification.
5. CONTRACTOR shall receive, inspect, and sign for all deliveries.

K. Project Site Conditions

1. Environmental conditions shall not inhibit the PGS from performing in accordance with the contract documents.
2. Components located in data/communication rooms and cabinets shall be capable of normal performance in an unconditioned environment.
3. Exterior equipment (including all vehicle sensors, LED indicator lights, dynamic signage, matrix displays, data concentrators, power supplies, etc.) shall be capable of operating in typical ranges for temperature, humidity, and wind conditions of the geographic area.
4. Exterior equipment including covered areas, shall remain within one (1) inch of vertical and horizontal with a 90-mph steady, continuous wind.
5. The equipment shall be designed to prevent entry of condensing and dripping moisture as well as windblown rain, snow, and ice.
6. All exterior equipment shall be rated for a wet environment.
7. PGS components shall operate as specified throughout this Scope of Work in endurance of the environmental conditions indigenous to Sacramento, CA. In addition, operation of the equipment shall not be affected in any way by the conditions listed below:
  - a. Ambient Temperatures: -20°F to 130°F (with addition of solar loading).
  - b. Humidity: 0% to 99%.

- c. Condensation: Condensation on the interior or exterior of equipment or the surrounding structure that may be caused by rapid increases in the dew point temperature.
  - d. Precipitation: Intense/blowing rain, sleet, snow and ice/accumulating sleet, snow, and ice.
  - e. Wind: Comply with local building code.
  - f. Dust: Accumulating and blowing dust and fine sand.
8. Electrostatic and electromagnetic forces within the environment, e.g., non-direct lightning strikes, or other types of power interference shall have no effect upon the integrity or operation of the PGS.
9. CONTRACTOR shall provide lightning protection for the PGS through surge arrestors, earthen ground rods or a combination thereof. Lightning protection shall be provided on all conductors.

#### L. Spare Parts

- 1. COUNTY reserves the right to order additional parts and manage the PGS spare parts inventory as required to support the system.
- 2. COUNTY will provide a storage location for spare parts, which may be relocated from time to time by COUNTY as needed. CONTRACTOR shall have access to the spare parts inventory and shall be responsible for ordering replacement components or parts as components or parts are used throughout the installation, warranty, and post-warranty service periods.
- 3. CONTRACTOR shall be responsible for replacing used spare parts immediately upon use, within 72 hours, unless a longer duration is approved by COUNTY.
- 4. CONTRACTOR shall provide newly manufactured equipment and parts that have been manufactured within the past 12 calendar months and never installed in any other operational system other than for factory test purposes. Refurbished parts are not acceptable as spares.

## M. Warranty

1. All parts, materials, and workmanship shall be warrantied, beginning upon substantial completion, for a minimum period of 24 months. All-inclusive costs (parts, labor, maintenance, software support, warranty repairs, CONTRACTOR travel time and expenses, etc.) incurred during the warranty period shall be provided by CONTRACTOR with no additional cost to COUNTY.
2. Costs (time and material) for repair or parts replacement, components, etc., damaged or rendered unserviceable due to provable misuse, abuse, vandalism, or negligence by COUNTY or use by the public are excluded as a warranty item. Also excluded from the warranty are damages due to factors beyond the control of the CONTRACTOR, such as unexpected delays in parts, accidents, severe weather, and unusual traffic, which require thorough documentation to be submitted to COUNTY the following business day.
3. The warranty period on the PGS begins upon notification from COUNTY of substantial completion of the entire installation project.
4. Maintenance shall be performed on all systems that are activated and operating prior to commencement of the warranty period. Maintenance services are defined within the manufacturer's recommended maintenance procedures manual as accepted by COUNTY.
5. Emergency services during the warranty period including on-site service and remote service support. CONTRACTOR shall:
  - a. Provide three methods of notification to be used for emergency contact information (i.e., telephone, email, SMS text message).
  - b. Acknowledge receipt of any emergency service request within 30 minutes of notification by COUNTY.
  - c. During normal business hours (8:00 AM to 5:00 PM Pacific Time [PT], Monday through Friday), CONTRACTOR shall begin remote emergency repair service within four (4) hours of the initial emergency service request by COUNTY.



If a request is made outside of normal business hours, the remote emergency repair service shall begin by 10:00 AM PT the following business day. When remote service is insufficient to resolve the issue and on-site service is needed, on-site repairs shall begin within twenty-four (24) hours of the initial emergency service request by COUNTY.

- d. The issue shall be resolved within three business days following initial notification by COUNTY. A temporary solution is acceptable pending COUNTY approval in the event replacement parts are not available in inventory.
- e. Factors beyond the control of CONTRACTOR, such as unexpected delays in parts, accidents, severe weather, and unusual traffic, shall be thoroughly documented and reported to COUNTY the following business day. COUNTY may grant relief for the service hour requirement after reviewing these factors.

#### 6. Software Support During Warranty Period

CONTRACTOR shall:

- a. Provide remote system accuracy monitoring services to proactively identify and correct circumstances causing inaccurate vehicle detection reads.
- b. Remotely monitor system errors from the GUI. Troubleshoot and correct error reports.
- c. Manually verify sensor accuracy and system performance when onsite for other warranty work.
- d. Modify video analytics algorithms as required to maintain vehicle detection accuracy requirements defined herein.
- e. Remotely sample cameras sensor images and confirm the License Plate Number (LPN) of the vehicle parked in the space compared to the LPR result generated by the system. Troubleshoot and correct inaccurate reads.
- f. Modify Optical Character Recognition algorithms as required to maintain LPR accuracy requirements defined herein.

- g. Provide quarterly reports to COUNTY detailing all accuracy monitoring activities, findings, modifications/corrections, and results.
- h. Make available to COUNTY the normal PGS software improvement releases (i.e., updates) when they become available, at no additional cost to COUNTY.
- i. Provide all PGS software patches and updates free of charge during the warranty period; however, COUNTY has the option of implementing the updates or not. Seven (7) calendar days prior to all PGS software modifications, patches, updates, and upgrades, CONTRACTOR shall provide accurate and complete documentation that describes:
  - 1) Patch/update release designation.
  - 2) Proposed date and time of implementation.
  - 3) Detailed description of what the patch/update accomplishes.
  - 4) CONTRACTOR test plan that shows the change has been successfully tested and has passed internal unit, end-to-end testing.
  - 5) Full disaster recovery procedures that return the system to its pre-patch/update condition.
- j. Coordinate the testing and implementation of all patches and updates with COUNTY.
- k. Support upgrades to the PGS applications based on operating system patch and upgrade requirements. (For example, if the PGS runs on a Microsoft operating system, the software shall be able to be patched according to the Microsoft patch and upgrade schedule without removing functionality of any application. If Microsoft decommissions an operating system, CONTRACTOR must be capable of releasing code compatible with next operating system upgrade prior to Microsoft ending support for current operating system.)

1. Provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered.

#### N. Post-Warranty Maintenance Services

1. Post-warranty maintenance services shall conform to the warranty service requirements described above for the warranty period.
2. CONTRACTOR shall provide post-warranty maintenance services for the PGS on an annual basis for five (5) years following expiration of the warranty. Following the post-warranty period, COUNTY may, at its sole discretion, negotiate on-going maintenance services with CONTRACTOR.
3. Post-Warranty maintenance services include all parts and labor and shall conform to the preventative, emergency, and software support requirements as defined for the warranty period.
4. CONTRACTOR shall provide all PGS software patches and updates free of charge and coordinate all system patches and updates with COUNTY prior to implementation. A report must be issued to COUNTY following the implementation of all system patches.
5. If at any time during the Term of this Agreement, CONTRACTOR ceases to do business or ceases to make their PGS software product commercially available, COUNTY will assume full ownership of the PGS software instance provided to support this project. Thirty (30) calendar days prior to ceasing business, CONTRACTOR shall provide the most current version of the PGS software source code to COUNTY.

### **VIII. PRODUCTS**

#### A. Software

CONTRACTOR shall:

1. Provide all software and software licensing required by the system. To the greatest extent possible, use proven, off-the-shelf software (i.e., software already manufactured and available for delivery).

2. Deliver complete software documentation to COUNTY prior to system acceptance testing.
3. Provide any necessary perpetual licenses and/or authorization for all software used by COUNTY.
4. Provide a site license to COUNTY, meaning usage of the license is unrestricted, regardless of the physical locations where the software may be used as part of this contract.
5. Provide PGS application software to the following specifications:
  - a. Ability to collect, display and report all PGS-related data as outlined in this specification.
  - b. CONTRACTOR shall install and configure all application software and firmware required by the PGS with all software licenses registered to COUNTY.
  - c. Browser-based – Provide PGS software that is browser-based, and web-browser enabled, i.e., the PGS software is accessible by an authorized user through an internet browser of any web-enabled computer or mobile device. Users should not need a client version of the software installed on their workstation or mobile device to access the application.
  - d. Supports Microsoft Active Directory integration.
  - e. PGS application software to utilize GUI that is intuitive and user friendly. Provide a GUI with the following features, at a minimum:
    - 1) Display status (current messages and space availability figures being displayed) for all PGS dynamic signs.
    - 2) Display of floor maps for all levels within the garage with real-time status of available and occupied spaces.
    - 3) Access for authorized users to modify system configurations including:
      - i. Manual adjustments to space counts.

- ii. Manual override of signs.
  - iii. Manual reconfiguration of space assignments (for individually monitored spaces).
  - iv. Configuration of space assignments to change automatically based on time of day, day of week, or on-demand (for individually monitored spaces).
  - v. Configuration of occupancy indicator colors for individual spaces, groups of spaces, or type of space assignment for individually monitored spaces. For example, change all Americans With Disabilities Act (ADA)-accessible spaces from a solid blue color to a flashing orange color.
- 4) Access to view, print, and export all reports to Microsoft Excel and Adobe PDF compatible formats, at a minimum.
- f. Provide role-based access control using the principle of least privilege for all system functions including system administration and security administration.
  - g. Access rights to the system for COUNTY personnel and others will be configured during implementation.
  - h. Provide ability to track, record, and report which users acknowledge and resolve system alarms.
  - i. Automatically detect and report fault conditions – The system performs a self-check on a routine basis and provides notification for fault conditions and equipment failure. Fault conditions are categorized by severity and the system displays alarm notifications on the system GUI for any individual fault condition, category of fault, or COUNTY-selected group of faults.
  - j. Provide reporting as outlined in the reports section below.
  - k. Utilize industry standard application programming interface (API) to allow simple interface with third party applications.

- I. Provide remote monitoring of all field devices, e.g., vehicle sensors, LED indicators, dynamic signs, etc.
6. Provide application software that has been designed for use in PGS systems, and is written in a standard, industry-accepted computer language such as Java, JavaScript, C#, etc.
7. Provide Reports as follows:
  - a. The PGS shall monitor and record parking activity and generate activity reports.
  - b. The reports shall be available online and on demand for COUNTY personnel who have proper password access.
  - c. Reporting tools shall compile the PGS stream of data in an Open Database Compliant (ODBC) database. COUNTY shall have the ability to prepare custom, exportable reports using the PGS data in a format compatible with Microsoft Excel, at a minimum, via a comma-separated-value file format.
  - d. Report formats shall be in a format approved by COUNTY.
  - e. CONTRACTOR shall coordinate with COUNTY as required during the system design to address the specific reporting needs of COUNTY. At a minimum, reports provided shall include:
    - 1) Statistical utilization reports by facility, by level, by individual space (for individually monitored spaces), and space type (standard, ADA, over height, etc. for individually monitored spaces). Reports shall be in a format with the following temporal intervals – Hourly, Daily, Weekly, Monthly, and Annually.
    - 2) Exception (i.e., error reports) for vehicle sensor failures, loss of communication, and violations for individually monitored spaces.
8. Provide a Mobile Application  
CONTRACTOR shall develop, implement, and support a customized, public-facing mobile application for disseminating PGS-related data including vehicle location.

- a. The mobile application shall include the ability to provide parking availability counts for the entire facility and for each level and zone.
  - b. Mobile application design is subject to COUNTY review and approval.
  - c. The mobile application shall be supported on Apple Ios and Android platforms.
  - d. The mobile application shall be available for SMF customers to download from the Ios and Android app stores.
9. Interface with SMF Website
- CONTRACTOR shall develop, implement, and support a real-time interface between the PGS and SMF website to disseminate parking occupancy and availability data.
- a. Interface details are subject to COUNTY review and approval.
  - b. The interface shall replicate the types of data currently available on the SMF website as well as provide parking availability counts for the entire facility and for each level and zone.
10. Identify all third-party software packages used by the PGS. CONTRACTOR shall provide the latest available version, at time of implementation, of all third-party software utilized.

CONTRACTOR shall purchase software maintenance for all third-party software, naming COUNTY as the software owner and contact. All third-party software maintenance agreements will remain valid throughout the duration of the warranty period and will be extended on an annual basis during the post-warranty maintenance period and any ongoing maintenance contracts in the future.

## B. Electrical

- 1. All new 120V electrical infrastructure required to support the PGS shall be designed, permitted, and installed by COUNTY

to identified points of demarcation on each level of the parking facility and to each matrix display.

2. CONTRACTOR shall provide required conduits, junction boxes, stepdown transformers, and cabling from the demarcation points on each level to all field components including the vehicle sensors, LED indicators, power supplies, dynamic signs, etc.
3. All conduit shall be rigid, galvanized Electric Metallic Conduit (EMT), unless otherwise approved by COUNTY.
4. CONTRACTOR is responsible for labeling, terminating, and testing all electrical cables from the points of demarcation to the end field devices.
5. CONTRACTOR shall configure all field component power connectivity such that no single point of failure of a device causes an operational failure of surrounding devices.
6. CONTRACTOR shall provide PGS components that are powered via hardwired connections. Solar power or batteries are not acceptable as primary power sources.

C. Communication

1. All new TCP/IP communication infrastructure required to support the PGS shall be designed, permitted, and installed by COUNTY to identified points of demarcation on each level and to each matrix display.
2. CONTRACTOR shall provide required communication conduits, pull cords, junction boxes, converters, and cabling from the demarcation points on each level to all field components including the vehicle sensors, LED indicators, data concentrators, dynamic signs, etc.
3. All conduit shall be rigid, galvanized EMT, unless otherwise approved by COUNTY.
4. CONTRACTOR is responsible for terminating and testing all communication cables from the points of demarcation to the field devices.



5. CONTRACTOR shall configure all field component communications such that no single point of failure of a device causes an operational failure of surrounding devices.
6. CONTRACTOR shall provide PGS components that utilize hardwired communication.
7. Network:
  - a. To improve reliability and manageability, the PGS shall network all equipment via low voltage copper and fiber optic cabling per COUNTY specifications.
  - b. All nodes on the network, including workstations, servers, and field concentrators, shall use Ethernet as the Open Systems Intercommunication (OSI) layer 2 transport and unicast TCP/IP as the layer 3 protocol.
  - c. All networkable devices shall be IP addressable and accessible for management.
8. Direct connection:
  - a. All PGS equipment shall communicate directly with the PGS server.
  - b. The server will be located in a network room or other location to be determined COUNTY unless a cloud solution is utilized.

#### D. Equipment and Subsystems

##### 1. General

CONTRACTOR shall:

- a. Provide newly manufactured equipment and associated materials utilized in the PGS. Installation of used or refurbished equipment is prohibited.
- b. Provide fully interchangeable components without the requirement for physical modification for all equipment performing a like function and of the same part number.

- c. Provide PGS configuration with device autonomy such that no single point of failure of a device causes an operational failure of surrounding devices. Equipment at a single location that fails causing a shutdown of that device should not affect the operational status or functionality of any other device.

## 2. Application and data servers

### a. System architecture

- 1) Server design is subject to COUNTY'S approval. CONTRACTOR shall provide all appropriate server and database system documentation for COUNTY'S use.
- 2) The PGS shall utilize TCP/IP for PGS data communication from the PGS server to field concentrators.

### b. PGS Server

- 1) COUNTY will provide a location in a data center for the PGS server if servers are local.
- 2) CONTRACTOR shall fully install and configure the application software on the servers with all required system software licenses registered to COUNTY.
- 3) PGS servers shall have secured access. Server access shall utilize an appropriate user-level password system. COUNTY shall have complete ability to add to, delete from, or revise the passwords that are established by the network administrator.
- 4) PGS servers shall employ an appropriate mechanism to limit access to the servers and the accompanying data. The security functions provided by the system to include but is not limited to:
  - i. All changes/updates to the server system require prior authorization from COUNTY.

ii. Where the change and/or update is authorized, an audit trail and report is created including the following:

- Date/time of change
- Record of change made
- Username of individual making the change
- Record of data modified or changed (prior to change)
- File identities and record count

5) CONTRACTOR shall sufficiently configure the database servers such that the following features and functionalities are attainable:

- i. Maintain ten (10) years of on-line data of all PGS data. Data shall be readily accessible without any delay in processing.
- ii. Long term storage media – The database shall have ability to archive all summary data in accordance with COUNTY’S data retention policy with simple retrieval capability.

### 3. PGS GUI access

The PGS shall have the ability for any web-enabled workstation or mobile device to access the PGS GUI based on access rights of the user via username and password login on an external worldwide website from any standard internet browser.

### 4. Ultrasonic Vehicle Sensor for Covered Levels

- a. CONTRACTOR shall provide vehicle sensors that detect vehicular presence in individual covered parking spaces utilizing ultrasonic detection technology.

- b. The sensors shall communicate via a hardwired connection utilizing readily available, commercially common, wire and cable.
- c. The sensors shall be powered via a hardwired connection utilizing readily available, commercially common, wire and cable.
- d. CONTRACTOR shall provide vehicle sensors that continue to detect vehicular presence or vacancy when the sensor goes into an offline condition. Sensor shall correctly control the LED space indicator light to display the correct occupancy color while offline.
- e. Indicator lights shall be mounted securely to the ceiling or mounting rail above, using dropper tubes where appropriate to obtain optimal LED space indicator mounting height to allow clear visibility from the end of each parking row.
- f. Sensor and indicator height shall maintain a minimum clearance greater than or equal to the posted clearance where sensor and light are installed.
- g. Sensors shall detect any vehicle parked in the designated parking space from a distance of 0.0 feet (ft.) down to 15.0 ft. below the sensor.
- h. CONTRACTOR shall provide multi-color white, RGB LED space indicators to display space availability for each individual space. Indicators shall be capable of the following, at a minimum:
  - 1) Displaying separate, continuous red for each occupied parking space.
  - 2) Displaying separate, continuous green for each available standard parking space.
  - 3) Displaying a separate, continuous blue indicator for each available ADA accessible parking space.

- 4) Displaying continuous amber (or other COUNTY-designated color) for each available electric vehicle, reserved, or premium parking space.
- 5) Displaying at least eight different, COUNTY-defined colors.
- 6) Configurable to flash to indicate violations or fault conditions.
- 7) Ability to change to any user-defined color on-demand from the web-accessed GUI by an authorized user.
- 8) Ability to automatically change to any user-defined color automatically at COUNTY-defined scheduled timeframes.
- 9) Ability to change to any user-defined space assignment (standard space, ADA, reserved, premium, electric vehicle, etc.) on-demand from web-accessed GUI by an authorized user.
- 10) Ability to automatically change to any user-defined space assignment (standard space, ADA, reserved, premium, electric vehicle, etc.) at COUNTY-defined scheduled timeframes.
- 11) Ability to adjust LED space indicator and PGS signage brightness manually, as a timed event, or automatically utilizing photo sensors that detect ambient lighting conditions.
- 12) Locate LED space indicators such that all indicators for a given row are viewable from the end of the drive aisle. Where appropriate, CONTRACTOR shall provide drop conduits with separate LED space indicators from the vehicle detection sensor to provide required visibility from the end of the row.
- 13) Maintain a consistent floor to indicator distance for each drive aisle to provide optimal aesthetics and a level appearance.

- 14) Maintain a minimum clearance greater or equal to the posted clearance where indicators are installed.
  - 15) Display each sensor's indicator status on the GUI and update via the network in real-time.
  - 16) Have an environmental rating of IP65 or greater.
- i. Sensor calibration:
- 1) Sensors shall automatically initiate self-calibration upon power up or reboot.
  - 2) The PGS shall be capable of manually initiated self-calibration via remote connection from a web-enabled workstation or mobile device.
  - 3) The PGS shall provide functionality for workstations or mobile devices to initiate calibration through the PGS GUI of an individual sensor, selected group of sensors, or all networked sensors.
- j. Sensor detection shall be unaffected by:
- 1) Vehicles parked in adjacent spaces.
  - 2) Detection signals of adjacent sensors.
  - 3) Changes in ambient lighting conditions including direct sunlight as well as complete darkness.
  - 4) Vehicle color.
  - 5) Changes in temperature.
  - 6) Changes in humidity.
  - 7) Wind.
  - 8) Surface color variations such as oil stains, painted surfaces, condensing moisture, standing, or flowing water, dust, sand, etc.
  - 9) Rain.

## 5. Camera-Based Vehicle Sensor for Covered Levels

- a. CONTRACTOR shall provide camera-based vehicle sensors that detect vehicular presence through advanced detection techniques including, but not limited to video analytics.
- b. Sensors shall provide LPR functionality at each vehicle sensor using OCR algorithms.
- c. Sensors shall communicate via a hardwired connection utilizing readily available, commercially common, wire and cable.
- d. CONTRACTOR shall provide vehicle sensors that continue to operate when the sensor goes into an offline condition. All activity occurring while the sensor(s) is (are) offline shall be uploaded to the PGS server upon re-establishment of communication.
- e. Sensors shall be powered via a hardwired connection utilizing readily available, commercially common, wire and cable.
- f. Sensors shall be mounted securely to the ceiling above, using dropper tubes where appropriate to obtain optimal mounting height.
- g. Sensors shall maintain a minimum clearance greater than or equal to the posted clearance where sensor is installed.
- h. Sensors shall detect any passenger vehicle parked in the designated parking space from a distance of 0.0 ft. down to 15.0 ft. below the sensor.
- i. CONTRACTOR shall provide multi-color white, RGB LED space indicators to display space availability for each individual space. Indicators capable of the following, at a minimum:
  - 1) Displaying separate, continuous red for each occupied parking space.

- 2) Displaying separate, continuous green for each available standard parking space.
- 3) Displaying a separate, continuous blue indicator for each available ADA accessible parking space.
- 4) Displaying continuous amber (or other COUNTY-designated color) for each available electric vehicle, reserved, or premium parking space.
- 5) Displaying at least eight different, COUNTY-defined colors.
- 6) Configurable to flash to indicate violations or fault conditions.
- 7) Ability to change to any user-defined color on-demand from any workstation or mobile device by an authorized user.
- 8) Ability to automatically change to any user-defined color automatically at COUNTY-defined scheduled timeframes.
- 9) Ability to change to any user-defined space assignment (standard space, ADA, reserved, premium, etc.) on-demand from any workstation or mobile device by an authorized user.
- 10) Ability to automatically change to any user-defined space assignment (standard space, ADA, reserved, premium, etc.) automatically at COUNTY-defined scheduled timeframes.
- 11) Ability to adjust brightness manually, as a timed event, or automatically utilizing photo sensors to detect ambient lighting conditions.
- 12) Locate occupancy indicators such that all indicators for a given row are viewable from the end of the drive aisle.



- 13) Maintain a consistent floor to indicator distance for each drive aisle to provide optimal aesthetics and a level appearance.
  - 14) Maintain a minimum clearance greater or equal to the posted clearance where indicator is installed.
  - 15) Display each sensor's indicator status on the GUI and update via the network in real-time.
  - 16) Continuous operation of occupancy indicator even if the sensor goes into an offline condition.
  - 17) Environmental rating: IP67
- j. Sensor calibration:
- 1) Sensors shall automatically initiate self-calibration upon power up or reboot.
  - 2) The PGS shall be capable of manually initiated self-calibration via remote connection from a web-enabled workstation or mobile device.
  - 3) The PGS shall provide functionality for workstations or mobile devices to initiate calibration through the PGS GUI of an individual sensor, selected group of sensors, or all networked sensors.
  - 4) Sensors shall provide a camera resolution of at least eight megapixels for images and at least sixty frames per second (fps) for video.
- k. Sensor detection shall be unaffected by:
- 1) Vehicles parked in adjacent spaces.
  - 2) Detection signals of adjacent sensors.
  - 3) Changes in ambient lighting conditions including direct sunlight as well as complete darkness.
  - 4) Vehicle color.

- 5) Changes in temperature.
- 6) Changes in humidity.
- 7) Wind.
- 8) Surface color variations such as oil stains, painted surfaces, condensing moisture, standing, or flowing water, etc.
- 9) Rain.

#### 6. Roof Level Vehicle Detection Cameras

- a. CONTRACTOR shall provide single-space vehicle detection of vehicles parked on the uncovered roof level via camera sensors mounted to adjacent building structures or light poles.
- b. Cameras shall communicate via a hardwired connection utilizing readily available, commercially common, wire and cable.
- c. Cameras shall be powered via a hardwired connection utilizing readily available, commercially common, wire and cable.
- d. Cameras shall be mounted securely to light pole or other structure above.
- e. Cameras shall have an environmental rating of IP65 or greater.
- f. Camera sensor calibration:
  - 1) Cameras shall automatically initiate self-calibration upon power up or reboot.
  - 2) The PGS shall be capable of manually initiated self-calibration via remote connection from web-accessed GUI.
  - 3) The PGS shall provide functionality for workstations or mobile devices to initiate calibration through the PGS

GUI of an individual sensor, selected group of sensors, or all networked sensors.

g. Camera sensor detection shall be unaffected by:

- 1) Vehicles parked in adjacent spaces.
- 2) Detection signals of adjacent sensors.
- 3) Changes in ambient lighting conditions including direct sunlight as well as complete darkness.
- 4) Vehicle color.
- 5) Changes in temperature.
- 6) Changes in humidity.
- 7) Wind.
- 8) Surface color variations such as oil stains, painted surfaces, condensing moisture, standing, or flowing water, dust, sand, etc.
- 9) Rain.

## 7. Dynamic signs

COUNTY shall approve all finalized sign concepts and placement locations.

### a. Matrix dynamic displays

- 1) CONTRACTOR shall provide LED matrix displays at the entry to each parking facility at the specified locations to display automatic system-generated status of the parking facility as well as any custom message COUNTY decides to display.
- 2) CONTRACTOR shall coordinate signage and content design with the COUNTY.

- 3) CONTRACTOR shall provide signage control software application capable of functioning in a standard Microsoft Windows operating system.
- 4) CONTRACTOR shall include all necessary sign housings with static text or design and fabrication to utilize/modify existing sign housings/mounting structures.
- 5) CONTRACTOR shall furnish and install all necessary mounting hardware for a complete and finished sign installation.
- 6) Displays shall communicate via a hardwired TCP/IP connection utilizing readily available, commercially common, wire and cable.
- 7) Displays shall be powered via a hardwired 110-220 VAC connection utilizing readily available, commercially common, wire and cable.
- 8) Displays shall be mounted securely to existing structures where possible. CONTRACTOR to verify the structural condition and capacity to support proposed dynamic displays for the life of the signs.
- 9) Where existing structural supports are not available or found to be insufficient, CONTRACTOR shall design, furnish, and install appropriate mounting structures to support proposed dynamic signs, subject to COUNTY approval.
- 10) Displays shall have a minimum of 40,000 pixels per square meter.
- 11) Adjustable brightness: display shall be capable of manual, scheduled, or automatic brightness adjustment via optic ambient light sensor.
- 12) Displays shall support any standard Microsoft Windows font.
- 13) Displays shall have no minimum or maximum font size.

- 14) Displays shall support full RGB LED color spectrum.
- 15) Displays shall support static, scrolling, toggling, and full video content.
- 16) Displays shall support BMP, JPEG, PNG, GIF, and MPG display content.
- 17) Displays shall have an environmental rating of IP65 or greater.

b. Ramp Level Entry Signs

- 1) CONTRACTOR shall provide ramp level entry signs immediately prior to the entrance to each specified level to indicate the number of available parking spaces of the current level as well as the cumulative number of available spaces on the above levels. Include all necessary sign housings with static text, mounting hardware, and power/communication equipment.
- 2) CONTRACTOR shall coordinate signage design with COUNTY.
- 3) Signs shall feature two (2) sections of LED characters:
- 4) Current level space availability (regular and ADA)
- 5) Cumulative availability for levels above, as appropriate (regular and ADA).
- 6) Ramp level entry signs shall have a minimum character height of seven (7) inches.
- 7) Ramp level entry signs shall indicate the space availability of the current level at the entry point from the ramp onto each level as well as indicate the cumulative number of available parking spaces on the level(s) above.
- 8) The PGS shall provide user configurable settings to display total number of available regular spaces in

green numbers with green directional arrows, total available ADA spaces in blue numbers with a blue ADA symbol "♿", "OPEN" in green letters, "X" in red letters, or "FULL" in red letters.

- 9) The PGS shall have functionality to control the message that is displayed on all signs and automatically update the respective number of available spaces displayed or "OPEN"/"FULL" status based on user-configurable thresholds.
- 10) THE PGS shall provide functionality for authorized users to override the automated messages through the PGS GUI including the status displayed and to change the predetermined occupancy number that triggers a change from one status to another displayed status.
- 11) Provide a built-in light sensor for each dynamic sign that automatically adjusts the LED brightness in changing lighting conditions to ensure all dynamic signs are legible in all ambient lighting conditions ranging from direct sunlight to complete darkness.
- 12) In the event of a loss of communication, sign displays will go blank or display dashes or another symbol indicating that the sign is out of order. Signs will not continue to display inaccurate counts while offline. Upon re-establishment of communication, signs will automatically update and display the current occupancy.

c. Aisle signs

- 1) CONTRACTOR shall provide zone/aisle dynamic signs to indicate available parking spaces at specified decision points within the facilities. Include all necessary sign housings with static text, mounting hardware, and power/communication equipment.
- 2) CONTRACTOR shall coordinate signage design with COUNTY.

- 3) Aisle signs shall have a minimum character height of five (5) inches.
- 4) Zone/aisle dynamic signs shall indicate the space availability for the respective row or COUNTY-defined group of spaces.
- 5) Aisle signs shall display the number of available standard spaces as well as the number of available ADA spaces.
- 6) Aisle signs shall maintain a minimum clearance greater than or equal to the posted clearance where the sign is installed.
- 7) CONTRACTOR shall coordinate PGS sign placement with concurrent garage static wayfinding signage project.
- 8) Aisle signs shall have an environmental rating of IP65 or greater.
- 9) The PGS shall provide user configurable settings to display total available regular spaces in green numbers, total available ADA spaces in blue numbers with a blue ADA symbol "♿", "OPEN" in green letters, "X" in red letters, or "FULL" in red letters.
- 10) The PGS shall provide functionality to control the message that is displayed on all signs and automatically update the respective number of available spaces displayed or "OPEN"/"FULL" status based on user configurable thresholds.
- 11) The PGS shall provide functionality for authorized users to override the automated messages through the PGS GUI including the status displayed and to change the predetermined occupancy number that triggers a change from one status to another displayed status.
- 12) CONTRACTOR shall install a built-in light sensor for each dynamic sign that automatically adjusts the LED brightness in changing lighting conditions to ensure all

dynamic signs are legible in all ambient lighting conditions ranging from direct sunlight to complete darkness.

- 13) In the event of a loss of communication, sign displays will go blank or display dashes or another symbol indicating that the sign is out of order. Signs will not continue to display inaccurate counts while offline. Upon re-establishment of communication, signs will automatically update and display the current occupancy.

#### E. Equipment and Subsystem Performance Standards

1. The PGS shall perform accurate summation of available and occupied parking spaces by:
  - a. Individual space.
  - b. Zone.
  - c. Parking level.
  - d. Parking Facility.
2. Vehicle Sensor Accuracy (Ultrasonic and Camera-Based Sensors)

Vehicle sensors shall:

- a. Count parked vehicles that are correctly positioned within each parking space with 99% accuracy, exclusive of invalid counts. Invalid counts include vehicles or other objects that enter detection zones in a manner that defeats the intent of the system. For example, a vehicle that backs out of a space and activates the count detectors can generate a temporary, false vehicle count for that space. Invalid counts can also be generated by pedestrians, carts, bicycles, and various other foreign objects that enter the detection zones.
- b. Detect vacant parking space with 99% accuracy (i.e., error rate no greater than one space per one hundred at any given point in time).



- c. Detect a parked vehicle in a parking space with 99% accuracy (i.e., error rate no greater than one space per one hundred at any given point in time).
- d. During acceptance testing, each vehicle sensor shall be tested to ensure counting of valid parked vehicles with 99% accuracy, as defined above, and unoccupied spaces with 99% accuracy, as defined above, over the testing period. The accuracy testing procedures to establish passing test criteria will be determined prior to system testing with approval from COUNTY.

### 3. Camera-Based Vehicle Sensor LPR Accuracy

- a. The LPR subsystem shall acquire an image of a vehicle's entire license plate at a 99 percent (99%) rate for all non-exception vehicles as defined within this section. The intent of the 99% capture rate is to have a visual record of 99% of all non-exception license plates entering the facility.
- b. The LPR subsystem shall achieve an N Factor rating of 90% meaning that the LPR subsystem shall read all license plate characters, exclusive of stacked characters, correctly identify them 90 percent (90%) of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR subsystem shall be counted against the read accuracy. (i.e., if a license plate contains six standard characters "ABC123", then N=6. Therefore, for the system to achieve an N read, the system must return the LPN "ABC123" exactly.) Additional characters added before or after the license plate characters shall count against the read rate. (i.e., "1ABC123" would not constitute an N read.)
- c. Achieve an N-2 Factor rating of 95% meaning that the LPR subsystem shall read all but two LPN characters, exclusive of stacked characters, correctly 95 percent (95%) of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR subsystem shall be counted against the read accuracy. (i.e. If a license plate contains six standard characters "ABC123", then N=6. Therefore, in order for the system to achieve an N-2 read, the system

must return the LPN "C123", "ABC1", "CCC123", "ABRR23", "1ABC1231", etc.) Additional characters added before or after the license plate characters count against the read rate.

- d. Exception vehicles will not count against the accuracy of the LPR subsystem. For the purposes of the LPR performance requirements an exception vehicle is defined as:
  - 1) Any vehicle whose license plate is obstructed, obscured, or encroached upon by a foreign object.
  - 2) Oversized vehicles that have a total distance between the center of the drivers' side window and the end of the rear bumper greater than fifteen (15) feet.
  - 3) Vehicles that contain excessive graphics and advertising such that it is impossible for the LPR system to determine which graphics belong to the license plate and which graphics do not.
  - 4) Vehicles with no license plate.
  - 5) Vehicles with temporary cardboard "Dealer Plates".
  - 6) Motorcycles.
- e. Ambient lighting conditions shall have no effect on accuracy of the LPR regardless of the time of the day and night. Contractor to provide any necessary shading or lighting elements required to mitigate the effect of the ambient lighting conditions on the LPR performance.
- f. Provide a means, subject to approval by COUNTY, to remotely score the LPR subsystem to ensure it meets the performance requirements.

#### 4. PGS Performance

- a. The PGS shall receive and record count signals within five (5) seconds from the count event.

- b. The PGS shall update the PGS GUI display and dynamic signs within five (5) seconds of any changes.
- c. At any given point in time, no variance is allowed between the counts shown on the dynamic signs, the counts shown in the PGS GUI, and the counts recorded in the PGS database.

#### 5. Report Processing Times

- a. PGS report generation for data less than 12 months old shall be generated in less than 10 seconds.
- b. PGS report generation for data 12 months or older shall be less than 20 seconds.

#### F. Source Quality Control

##### 1. Internal Contractor Testing

- a. CONTRACTOR shall perform formal manufacturing tests and quality assurance inspections to validate compliance with the contract prior to the start of installation.
- b. CONTRACTOR shall maintain records for formal internal CONTRACTOR testing and inspection for performance, materials quality and/or workmanship and make documentation available if requested by COUNTY prior to the start of installation or at any point during the Term of the Agreement.
- c. CONTRACTOR shall provide proof of product reliability analysis and testing should reliability become compromised at any time from the beginning of installation testing through the final SAT test period.

#### G. Product Certification

All electrical components or products furnished by CONTRACTOR shall be tested and labeled by Underwriters Laboratories (UL) or be approved by a United States-recognized testing laboratory (third-party approval).

## **IX. EXECUTION**

### **A. Examination**

1. CONTRACTOR shall verify all existing conditions in the field prior to beginning implementation. Minor differences that do not substantially change the finished product, the overall effort, nor the materials employed shall be accommodated. If major differences are found, CONTRACTOR shall notify COUNTY in writing of the exact differences, and CONTRACTOR shall inform COUNTY, in writing, of any implications the differences will have on the project.
2. CONTRACTOR shall verify that the installation location is prepared and ready to have the installation completed. CONTRACTOR shall notify COUNTY, in writing, if CONTRACTOR determines that the installation location is not prepared for installation due to unfinished work outside of this Scope of Work. The written notification shall provide detail of the elements that are in need of modification in order to prepare the location for equipment installation.

### **B. Installation**

1. CONTRACTOR shall install the PGS in accordance with manufacturer's recommendations and approved shop drawings.
2. CONTRACTOR shall adhere to the approved installation sequencing and traffic control plan.
3. CONTRACTOR shall coordinate installation and testing of system and components so that there is minimum disruption to concurrent construction activities and facility operation.
4. The mounting of any equipment using adhesive-backed products is not permitted.
5. Any patch, upgrade, update, or modification to the software during the installation period requires appropriate documentation and COUNTY approval before the modification is made.

6. CONTRACTOR shall coordinate with responsible entity to correct unsatisfactory conditions.
7. CONTRACTOR shall provide a full-time Project Manager (PM) who will be engaged with the project throughout the system installation, programming, start-up, commissioning, and COUNTY training activities. In lieu of a PM, CONTRACTOR may have other staff with specialized technical knowledge, such as technicians or engineers, to support the project at those times when the PM is not required, as approved COUNTY.

#### C. Vehicle Sensor and Dynamic Sign Installation

1. CONTRACTOR shall install vehicle sensors and dynamic signs so that they are plumb, and that their layout meets the COUNTY'S approval.
  - a. CONTRACTOR shall submit individual layouts of each equipment location to COUNTY for approval prior to construction.
  - b. Grout shall be used for leveling floor-mounted devices and shall be non-shrink.
  - c. Concrete anchor design (calculations, anchor type, and layout) shall be submitted to COUNTY prior to installation. Anchor submittal calculations shall address at a minimum; anchor spacing, edge distance, depth of embedment and the type of slab that it is being embedded into (i.e., elevated structural slab).
  - d. All proposed locations for core drilling shall be submitted by CONTRACTOR to COUNTY for approval. No reinforcement bar shall be cut, and CONTRACTOR shall use conclusive methods to locate rebar prior to coring. The core drilling submittal shall include sizes, locations, number of holes proposed, and location of reinforcement. No core drilling shall occur without approval by COUNTY.
  - e. CONTRACTOR shall perform x-ray surveying of all proposed locations that involve cutting or coring of post-tensioned slabs. Survey results shall be provided by CONTRACTOR to COUNTY approval prior to any cutting or coring.

## D. Field Quality Control

### 1. Device Acceptance Test (DAT)

- a. CONTRACTOR shall conduct DATs as a demonstration to COUNTY or its representatives that the installed equipment complies with the provisions of this Agreement, CONTRACTOR'S product data, and to other documentation, such as user manuals.
- b. When a device installation has been completed, CONTRACTOR shall conduct its internal testing of the installed equipment. Internal testing shall follow the identical DAT test procedures that are used during DATs observed by COUNTY.
- c. Upon successful completion of CONTRACTOR'S test, CONTRACTOR and COUNTY perform the DAT to verify performance. The DAT will only be observed by COUNTY after a fully completed and signed test script verifying successful completion of CONTRACTOR'S internal testing is submitted. Signed internal test scripts shall be submitted by CONTRACTOR at least one calendar day prior to the scheduled test with COUNTY.
- d. CONTRACTOR shall conduct DATs for all vehicle detectors, occupancy indicators, matrix displays, and dynamic signs. PGS shall not be activated for service until all DATs have been successfully completed, and COUNTY has notified CONTRACTOR that the equipment is ready for implementation.
- e. CONTRACTOR shall provide test procedure documents for DATs in accordance with the submittal guidelines.
- f. CONTRACTOR shall provide DAT Test Procedures Documents for each device type and test procedures to include the following sections:
  - 1) Narrative describing the general procedures to be followed.
  - 2) Definition of all minor and major deviation types.

- 3) Checklist of all items necessary to conduct the test (e.g., vehicles, laptop computers with access to the GUI, etc.).
  - 4) Checklist for the components of each device.
  - 5) Signature page for all DAT participants' signatures.
  - 6) Step by step instructions for testing each functionality.
  - 7) Tests for verifying the reporting requirements.
  - 8) Area within each test section to denote "pass" or "fail".
  - 9) Section for listing and describing test deviations.
- g. CONTRACTOR shall provide all ancillary items necessary to complete the DATs for testing purposes. In addition, CONTRACTOR shall provide sufficient personnel to perform the DAT in an efficient and timely manner.
  - h. Successful completion of a DAT occurs when all components have passed their respective test procedures and all test documents have been signed by the COUNTY and CONTRACTOR. Minor deviations resulting in the creation of punch list items are not to be considered grounds for failure of the overall DAT. Major deviations found during the DAT will be cause for retesting of the device. CONTRACTOR shall credit COUNTY from the Maximum Payment to CONTRACTOR specified in Exhibit C for any travel and/or labor costs incurred by COUNTY or its representatives as a result of additional effort required to retest failed devices.
  - i. Successful completion of all DATs will constitute substantial completion.

## 2. System Acceptance Test (SAT)

- a. The SAT is comprised of all equipment, systems, and subsystems performing under actual conditions, e.g., patron use, normal activity recording, and reporting procedures. The SAT demonstrates, over a period of thirty

(30) consecutive calendar days, the successful performance of all aspects of the PGS.

- b. During the SAT, only routine maintenance procedures, as defined by the preventative maintenance manual and according to industry standards, are permitted. All other maintenance procedures must be approved in writing by COUNTY before they are performed; otherwise, they constitute a failure of the SAT and a mandatory restart.
- c. COUNTY reserves the right to be present for all maintenance services during the SAT.
- d. For purposes of the SAT, a subsystem is defined to be any one of the following:
  - 1) Application servers.
  - 2) Data servers.
  - 3) Data communication system.
  - 4) PGS application and GUI.
  - 5) Dynamic signs.
  - 6) Matrix displays.
  - 7) Ultrasonic vehicle sensors (covered levels).
  - 8) Camera-based vehicle sensors (covered levels).
  - 9) Camera-based vehicle sensors (roof level).
  - 10) Occupancy indicators.
- e. The SAT begins after successful completion of all DATs on a date mutually selected and agreed to in writing by COUNTY and CONTRACTOR at a time designated by COUNTY. The SAT monitors system performance of the entire system operating as a single unit as well as confirming vehicle occupancy accuracy performs at contractual levels over the course of the test. In addition,



LPR accuracy will be scored against Agreement requirements during the SAT.

- f. CONTRACTOR shall submit an SAT procedures document in accordance with the submittal requirements of this Agreement. SAT procedures documents shall outline procedures for monitoring the overall performance of the PGS and shall not include test procedures for individual components. The SAT procedures document shall include:
  - 1) A narrative describing the general procedures to be followed.
  - 2) Methodology for calculation of downtime for the various PGS components.
  - 3) Methodology for calculating occupancy accuracy of the PGS.
  - 4) Methodology for scoring the LPR accuracy of the PGS.
  - 5) Electronic tracking document to be used during the SAT period for documenting failures and downtime.
- g. The SAT continues for thirty consecutive 24-hour periods during which all the performance criteria, stated below, have been met. If, during the 30-day period the system fails to meet any one of the following specified performance criteria, the test will begin anew on a day agreed upon by COUNTY and CONTRACTOR. CONTRACTOR shall credit COUNTY from the Maximum Payment to CONTRACTOR specified in Exhibit C for any travel and/or labor costs incurred by COUNTY or its representatives as a result of retesting the system.
- h. The performance criteria for successful completion of the SAT includes:
  - 1) No individual subsystem is operationally unavailable for four (4) or more cumulative hours during the thirty (30)-day test period.
  - 2) No individual subsystem is operationally unavailable for more than two (2) consecutive hours.

- 3) If any single component fails more than once during the thirty (30)-day period for the same reason, it shall be replaced upon the second failure with a newly manufactured component of the same type and the test will continue.
  - 4) No component of a given type (e.g., single space vehicle detection sensor, indicator light, dynamic sign, matrix display, etc.) can fail more than three (3) times during the thirty (30)-day test period for the same reason. Upon the fourth (4<sup>th</sup>) failure, all components of that type will be replaced or modified to correct the common deficiency, and the test shall be restarted from the beginning.
- i. In addition to the system reports generated during the SAT, CONTRACTOR shall provide COUNTY a one (1)-page summary report that clearly provides the percentage of system accuracy, overall percentage of downtime, and causes of that down time.
  - j. CONTRACTOR shall provide to COUNTY a corrective action report that provides a detailed description of each failure that occurs during the SAT. The corrective action report shall include the type of failure, why the failure occurred, what was done to remedy the failure, and whether or not the failure resulted in a restart of the SAT.
  - k. All reports require 100% accuracy and can be reconciled against one another over the 30-day testing period, otherwise the test will be deemed a failure, problems will be corrected, and the test restarted.
  - l. A subsystem is considered unavailable as long as a major component of the subsystem is not functioning. Major components include but are not limited to:
    - 1) PGS application and user interface.
    - 2) Matrix displays.
    - 3) Dynamic signs.

- 4) Vehicle sensors and occupancy indicators.
  - 5) LPR functionality.
  - 6) Data communication.
  - 7) Power supply.
- m. An inoperative subsystem will not be deemed unavailable if it has become inoperative because of:
- 1) Outage of line power.
  - 2) Malicious damage or vandalism to a component(s) by employees, patrons, or others.
  - 3) Network connectivity issues beyond the PGS.
  - 4) PGS failures due to COUNTY-provided equipment issues and/or failures.
  - 5) Failures caused by a third party.
  - 6) Act of God.
- n. Should a failure occur in the system that is caused by normal hardware failure, it shall be repaired, and the test shall be resumed with downtime accrued. Where the failure causes inadequate test data to be collected or a loss of test data, the test shall be restarted from a point where it can be successfully completed with data to verify compliance with this Agreement and the test procedures document.
- o. If a failure occurs in which the PGS cannot properly process vehicle detection counts and display availability (crash), the test shall be stopped. CONTRACTOR shall analyze the cause of the system crash, document the cause in a system problem report, responsively repair the flaw, and document the repair in a corrective action report.
- p. Where corrective action impacts delivered documentation, the documentation shall be corrected prior to final system acceptance.

- q. Upon formal written approval of the corrective action report by COUNTY, testing may continue if a problem has been encountered as long as CONTRACTOR can clearly demonstrate that the failure is associated only with one function of the system, corrective action has been taken to remedy the failure, and the corrective action does not impact other areas of the system.
- r. Where the system does not perform a function or incorrectly performs the function, but the system does not crash, testing may continue if the function is corrected, and all of the following conditions are met:
  - 1) The functionality of the vehicle sensors, occupancy indicator lights, dynamic signs, and matrix displays function properly.
  - 2) No personnel, vehicle or driver safety issues exist.
  - 3) PGS application and user interface function properly.
  - 4) Data archiving functions properly.
  - 5) Failure does not cause loss or contamination of data.
  - 6) All reports are accurate.
- s. Where the above criteria are not met, the test shall be stopped, and corrective action taken and verified prior to testing restart.
- t. During the test, the continued availability of the system will be demonstrated. Where a failure occurs that causes data loss, system instability, results in a crash, and/or contamination of the data and the database, CONTRACTOR shall immediately correct the error. Testing shall continue until a consecutive 30-day period of proper functionality of the PGS with failure(s) having no impact on the continued system operation or of the data integrity.

### 3. Punch List

- a. Commencing with the beginning of installation through final system acceptance, CONTRACTOR shall submit to COUNTY a

document on a weekly basis showing the status of all outstanding system issues, regardless of severity, including the plan for resolution, responsible party, and estimated completion date.

- b. All deviations noted during acceptance testing shall be recorded on the punch list.

#### E. Instruction and Training

1. CONTRACTOR shall develop and implement a comprehensive training program for COUNTY'S personnel. Such training program shall be implemented through use of formal classroom training and/or other forms of training that COUNTY approves. The curriculum shall be designed such that each group shall be trained in a full repertoire of system commands that they may have to use in the course of performing their designated functions. The trainees shall receive training no more than two weeks prior to commencement of the SAT. Training shall be accomplished through lectures, visual presentations, hands-on operation, and any materials necessary to perform their job. Each student shall be provided with a complete set of training materials which they will retain at completion of training.
2. Seven (7) calendar days prior to each instruction session, CONTRACTOR shall submit an outline of the instruction material and approximate duration of the session. Ample time should be allotted within each session for CONTRACTOR to fully describe and demonstrate all aspects of the PGS, and allow COUNTY personnel to have hands-on experience with the PGS.
3. All instruction courses shall consist of classroom instruction and actual "hands-on" experience. Classes will be held in a location designated by COUNTY.
4. CONTRACTOR shall provide one (1) instructor for the duration of each program that speaks fluent English in a clear and precise manner.
5. An instructional notebook or user's manual shall accompany every instruction course. CONTRACTOR shall submit a hardcopy of the user's manual per the submittal guidelines. In addition, all manuals (instruction and maintenance) shall be submitted in electronic PDF format. The user's manuals shall be written in

common English with appropriate photos, diagrams, and schematics to supplement the text.

6. CONTRACTOR shall conduct required training at times and locations coordinated by COUNTY. COUNTY shall make personnel available to receive training. Class size shall be reasonable to ensure full instruction within the allotted class time. A full complement of training courses shall be conducted over a five (5)-day period, as required to accommodate shift personnel. Training shall include, but not be limited to, the following groupings of staff (with an estimated student population as shown):

<u>Labor Category</u>	<u>Number to Be Trained</u>
Operator Staff	8
Maintenance Personnel	2
System Administrators	4

7. Training shall consist of the following:

- a. COUNTY operator training shall include:

- 1) Operation of PGS system software.
- 2) Basic understanding of system architecture, hardware, and troubleshooting procedures.
- 3) Understanding of all system messages provided by PGS, including alarm messages, system problems, and explanations of atypical activity displayed by PGS.
- 4) Clear and understandable at a contained within any and all reports produced by PGS.
- 5) Generation and interpretation of reports.
- 6) Utilization and navigation using the graphical interface.
- 7) Data entry.

b. Maintenance training shall include:

- 1) Performance of preventive maintenance procedures on all system components.
- 2) Resetting of system after a power outage.
- 3) Removal, replacement, configuration, and adjustment of each system component.
- 4) Troubleshooting of system.
- 5) Basic understanding of system architecture, hardware, and troubleshooting procedures.
- 6) Understanding of all system messages provided by PGS, including alarm messages, system problems, explanations of atypical activity displayed by the PGS.

c. System administrators training shall include:

- 1) The basic training indicated for COUNTY operator training above.
- 2) Exportation of data from the database. Training shall include how to access real-time occupancy data for other COUNTY purposes.
- 3) Performance of a complete server rebuild.
- 4) Installation of software on server and client computers.
- 5) Building and modifying graphic screens.
- 6) Building and modifying reports.
- 7) Performance of system backups and restorations.

F. Equipment Protection

CONTRACTOR shall provide protection for all above ground equipment components installed near drive aisles to prevent

damage by vehicular movements by installing protective bollards or other vehicle strike-deterrent devices as approved by COUNTY.

#### G. COUNTY'S Project Management Rights

COUNTY reserves the right to approve CONTRACTOR'S selection of project manager for activities related to this Agreement. COUNTY reserves the right to mandate the assignment of a new project manager for activities related to this Agreement due to performance failures.



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

**FINAL INSURANCE REQUIREMENTS MAY DIFFER DEPENDING ON  
PROPOSAL**

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

**I. VERIFICATION OF COVERAGE**

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

Building Trades General Aggregate:	\$5,000,000
Products Comp/Op Aggregate:	\$5,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$5,000,000
Fire Damage:	\$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit for landside driving; \$5,000,000 for airside driving.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

C. WORKERS' COMPENSATION: Statutory.

D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

E. PROFESSIONAL LIABILITY: Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

F. The CONTRACTOR, and each of its subcontractors, shall separately insure its own equipment for loss or damage equal to the total replacement cost value. The CONTRACTOR and each of its SUB-CONTRACTOR's Property and Inland Marine policies shall include or be endorsed to include a Waiver of Subrogation endorsement in favor of the County, its officers, directors, officials, employees, agents, and authorized volunteers.

G. CONTRACTORS POLLUTION LIABILITY: \$1,000,000 Per Claim or pollution incident and \$1,000,000 aggregate.

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

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

**V. CLAIMS MADE 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 CONTRACTORS subcontractor.
- F. PROFESSIONAL LIABILITY: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

### **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.

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

**X. NOTIFICATION OF CLAIM**

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

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

**BUDGET REQUIREMENTS**

**FINAL EXHIBIT WILL DIFFER BASED ON PROPOSAL**

**I. MAXIMUM PAYMENT TO CONTRACTOR**

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

**II. ITEMIZED TASKS AND SUBTASKS**

Exhibit A contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events; the compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of COUNTY'S Project Manager. CONTRACTOR shall promptly notify COUNTY'S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. COUNTY'S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

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

CONTRACTOR shall immediately notify the COUNTY'S Project Manager in writing of any work that the COUNTY requests to be performed that CONTRACTOR believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the Director approves such request in writing and authorizes the use of any contingency funds for such



work, or an amendment providing for an adjustment in CONTRACTOR'S compensation is approved and executed by both parties.

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

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

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

**FAA CONTRACT PROVISIONS**

**I. GENERAL CIVIL RIGHTS PROVISIONS**

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

**II. TITLE VI SOLICITATION NOTICE**

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

**III. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:**

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

- A. Compliance with Regulations: The CONTRACTOR (hereinafter includes Contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- B. Non-discrimination: The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- D. Sanctions for Noncompliance: In the event of an CONTRACTOR'S noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
1. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
  2. Cancelling, terminating, or suspending a contract, in whole or in part.

E. Incorporation of Provisions: The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

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

Department of Transportation regulations at 49 CFR parts 37 and 38;

- I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**V. FEDERAL FAIR LABOR STANDARDS ACT**

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

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

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONTRACTOR must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONTRACTOR retains full responsibility to monitor its compliance and their subcontractor's compliance with the

applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONTRACTOR must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration

**ATTACHMENT 3**

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

**COVER PAGE**



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

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

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

CONTRACTOR hereby certifies that either:

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

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

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

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

\_\_\_\_\_  
**CONTRACTOR NAME**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name of person authorized to sign**

\_\_\_\_\_  
**Signature**

**ATTACHMENT 4**  
**CONTRACTOR IDENTIFICATION FORM**  
**COVER PAGE**

## CONTRACTOR IDENTIFICATION FORM

☐ Contractor is exempt.

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

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Taxpayer ID \_\_\_\_\_ Company Telephone Number \_\_\_\_\_

1. Do you or anyone else own 25% or more of this Contractor/ Company? (Sole Proprietors answer yes) Yes ☐ No ☐

2. If so, is dependent health insurance available to/or through Contractor/Company? Yes ☐ No ☐

If YES to question #1, please complete the following as to each of these individuals:

Principal Owner Name \_\_\_\_\_  
Social Security # \_\_\_\_\_ Residence Telephone # \_\_\_\_\_  
Residence Address \_\_\_\_\_

Principal Owner Name \_\_\_\_\_  
Social Security # \_\_\_\_\_ Residence Telephone # \_\_\_\_\_  
Residence Address \_\_\_\_\_

Principal Owner Name \_\_\_\_\_  
Social Security # \_\_\_\_\_ Residence Telephone # \_\_\_\_\_  
Residence Address \_\_\_\_\_

Principal Owner Name \_\_\_\_\_  
Social Security # \_\_\_\_\_ Residence Telephone # \_\_\_\_\_  
Residence Address \_\_\_\_\_

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Department Submitting Information: \_\_\_\_\_  
Department Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**ATTACHMENT 5**  
**SAMPLE PRICE PROPOSAL FORM**  
**COVER PAGE**

**Sacramento International Airport**  
**Parking Guidance System**  
**Appendix B Price Proposal Form**



Location	Description	# Units	Unit Cost	Extended Cost
<b>Back-End Systems</b>				
<b>Servers / Software</b>	PGS Server Hardware	1	\$0.00	\$0.00
	PGS Application Software	1	\$0.00	\$0.00
	Communication Network Equipment	1	\$0.00	\$0.00
			\$0.00	\$0.00
<b>Applications, Integrations and Interfaces</b>			\$0.00	\$0.00
	Mobile Application Development	1	\$0.00	\$0.00
	SMF Website Interface	1	\$0.00	\$0.00
<b>Total</b>				\$ -
<b>PGS Hardware</b>				
<b>PGS Equipment</b>	Matrix LED Dynamic Sign 240" W x 180" H - Daily vs. Garage	1	\$0.00	\$0.00
	Matrix LED Dynamic Sign 300" W x 60" H - Upper Levels vs. Level 1	1	\$0.00	\$0.00
	Matrix LED Dynamic Sign 80" W x 160" H - Level 1 Monument	1	\$0.00	\$0.00
	Helix Level Entry Sign - 7" Characters	1	\$0.00	\$0.00
	Helix Level Entry Sign - 7" Characters	2	\$0.00	\$0.00
	Helix Level Entry Sign - 7" Characters	1	\$0.00	\$0.00
	Helix Level Entry Sign - 7" Characters	3	\$0.00	\$0.00
	Helix Level Entry Sign - 7" Characters	2	\$0.00	\$0.00
	Aisle Sign - 5" Characters	6	\$0.00	\$0.00
	Aisle Sign - 5" Characters	1	\$0.00	\$0.00
	Aisle Sign - 5" Characters	6	\$0.00	\$0.00
	Aisle Sign - 5" Characters	6	\$0.00	\$0.00
	Aisle Sign - 5" Characters	3	\$0.00	\$0.00
	Aisle Sign - 5" Characters	4	\$0.00	\$0.00
	Aisle Sign - 5" Characters	1	\$0.00	\$0.00
	Aisle Sign - 5" Characters	2	\$0.00	\$0.00
	Aisle Sign - 5" Characters	1	\$0.00	\$0.00
	Aisle Sign - 5" Characters	0	\$0.00	\$0.00
	Aisle Sign - 5" Characters	1	\$0.00	\$0.00
	Aisle Sign - 5" Characters	8	\$0.00	\$0.00
	Aisle Sign - 5" Characters	2	\$0.00	\$0.00
	Aisle Sign - 5" Characters	4	\$0.00	\$0.00
	Aisle Sign - 5" Characters	7	\$0.00	\$0.00
	Aisle Sign - 5" Characters	34	\$0.00	\$0.00
	Ultrasonic Space Detection Sensors (if applicable)		\$0.00	\$0.00
	Camera Space Detection Sensors (if applicable)		\$0.00	\$0.00
	Roof Level Space Detection Cameras		\$0.00	\$0.00
	Additional Roof Level Poles Required for Full Camera Coverage		\$0.00	\$0.00
	Cabling		\$0.00	\$0.00
	Data Consolidators		\$0.00	\$0.00
	Cable/Sensor Mounting Strut and Brackets		\$0.00	\$0.00
	Power Supplies		\$0.00	\$0.00
			\$0.00	\$0.00
<b>Total</b>				\$ -

**Sacramento International Airport**  
**Parking Guidance System**  
**Appendix B Price Proposal Form**

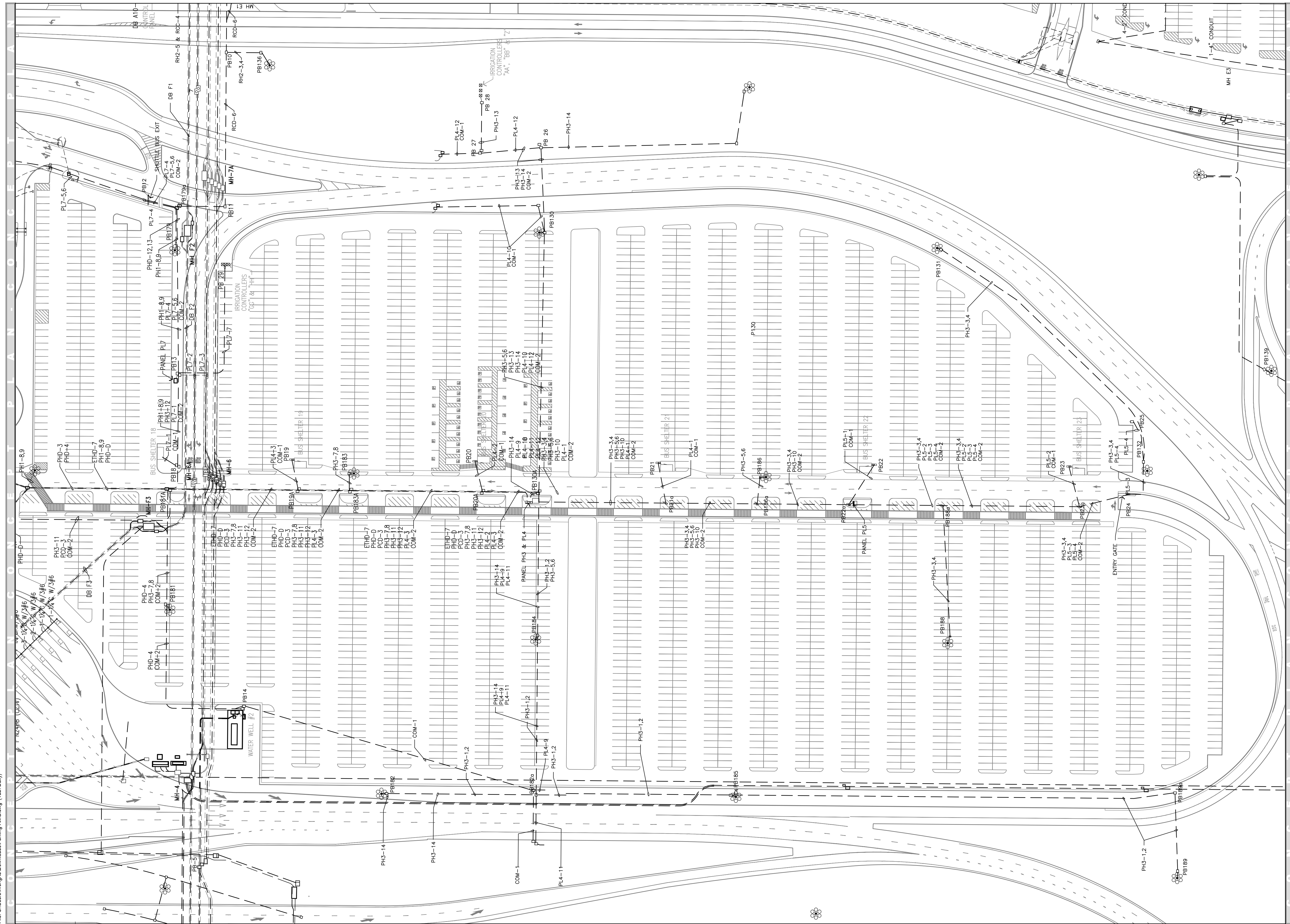


Location	Description	# Units	Unit Cost	Extended Cost
<b>Spare Parts</b>				
<b>Spare Parts</b>	Matrix Sign LED Modules	3	\$0.00	\$0.00
	7" LED Modules	2	\$0.00	\$0.00
	5" LED Modules	5	\$0.00	\$0.00
	Ultrasonic Space Detection Sensors (if applicable)	10	\$0.00	\$0.00
	Camera Space Detection Sensors (if applicable)	5	\$0.00	\$0.00
	Roof Level Space Detection Cameras	1	\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
	<b>Total</b>			\$ -
<b>Project Services</b>				
<b>Project Services</b>	Design Submittals	1	\$0.00	\$0.00
	Installation	1	\$0.00	\$0.00
	Project Management	1	\$0.00	\$0.00
	Training	1	\$0.00	\$0.00
	2-Year Warranty	1	\$0.00	\$0.00
	Commissioning/Acceptance Testing	1	\$0.00	\$0.00
	Freight & Storage	1	\$0.00	\$0.00
	Cloud Hosting Set Up (if applicable)	1	\$0.00	\$0.00
			\$0.00	\$0.00
<b>Subtotal</b>				\$ -
<b>Hardware, Software, and Services Subtotal</b>				\$ -
<b>Contingency</b>				\$ -
<b>PGS TOTAL</b>				<b>\$ -</b>
<b>Recurring Costs*</b>				
<b>Recurring Costs</b>	Post-Warranty Maintenance - Year 1	Annual	\$0.00	\$0.00
	Post-Warranty Maintenance - Year 2	Annual	\$0.00	\$0.00
	Post-Warranty Maintenance - Year 3	Annual	\$0.00	\$0.00
	Post-Warranty Maintenance - Year 4	Annual	\$0.00	\$0.00
	Post-Warranty Maintenance - Year 5	Annual	\$0.00	\$0.00
	Post-Warranty Maintenance - Year 6	Annual	\$0.00	\$0.00
	Post-Warranty Maintenance - Year 7	Annual	\$0.00	\$0.00
	Post-Warranty Maintenance - Year 8	Annual	\$0.00	\$0.00
	Annual Cloud Hosting Fee (if applicable)	Annual	\$0.00	\$0.00
	Annual Mobile Application Hosting Fee (if applicable)	Annual	\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00



**ATTACHMENT 6**  
**PGS SIGNAGE DRAWINGS**  
**COVER PAGE**





THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY.  
ENGINEERING FOR THIS CONCEPT HAS NOT BEEN  
PERFORMED AT THIS TIME.

FILE NAME: PARKING-AMG

DRAWN BY

DATE: 1/18/2023

SCALE

AS SHOWN

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2" SCALE ACCORDINGLY)

**SACRAMENTO  
INTERNATIONAL  
AIRPORT**

SHEET TITLE

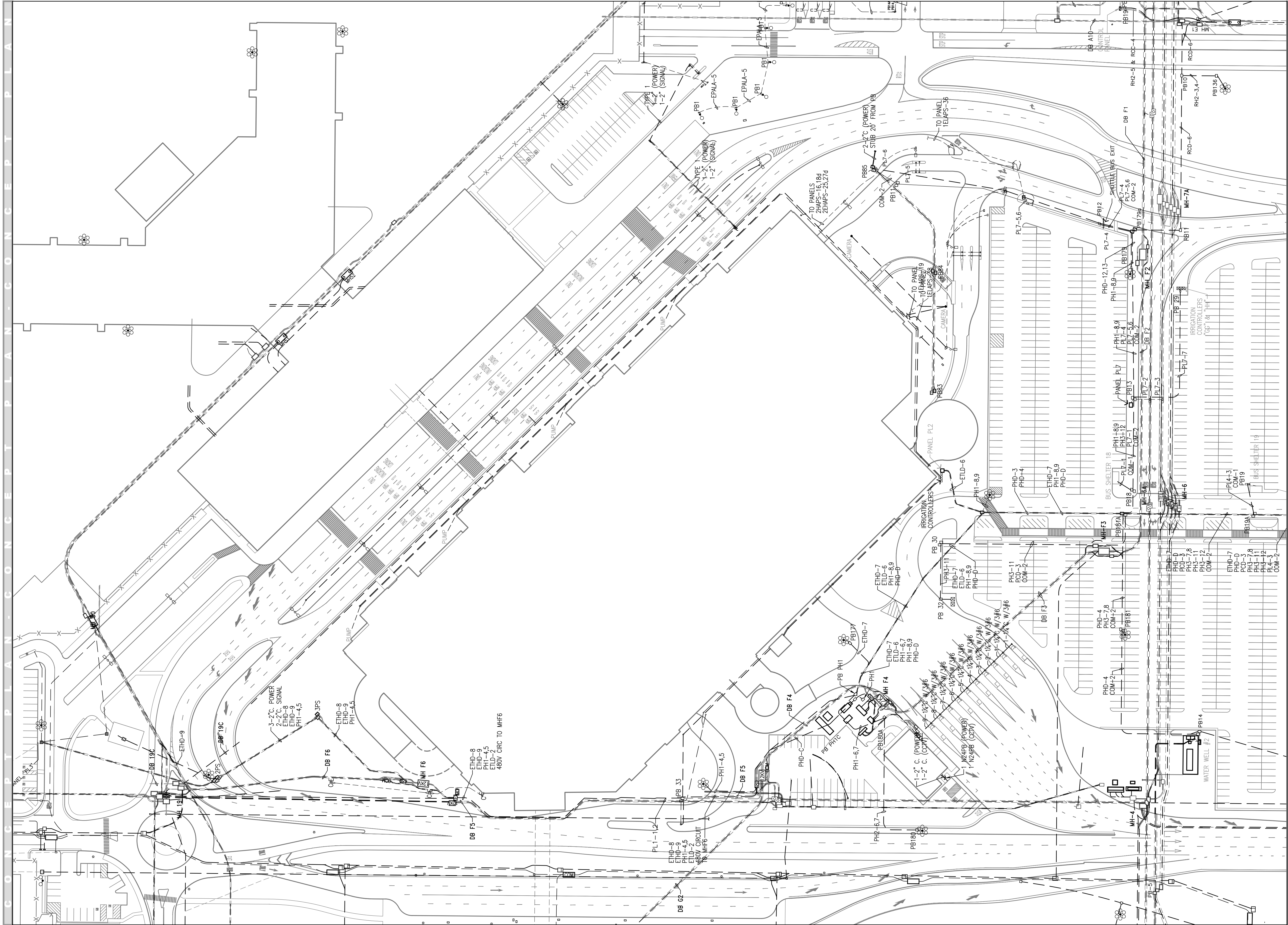
## PARKING

DRAWING NO

# DAILY

SHEET NO

OF



THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY.  
ENGINEERING FOR THIS CONCEPT HAS NOT BEEN  
PERFORMED AT THIS TIME.

FILE NAME: PARKING-AMG

DRAWN BY:

DATE: 1/18/2023

SCALE:

AS SHOWN

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2" SCALE ACCORDINGLY)

**SACRAMENTO  
INTERNATIONAL  
AIRPORT**

SHEET TITLE

PARKING

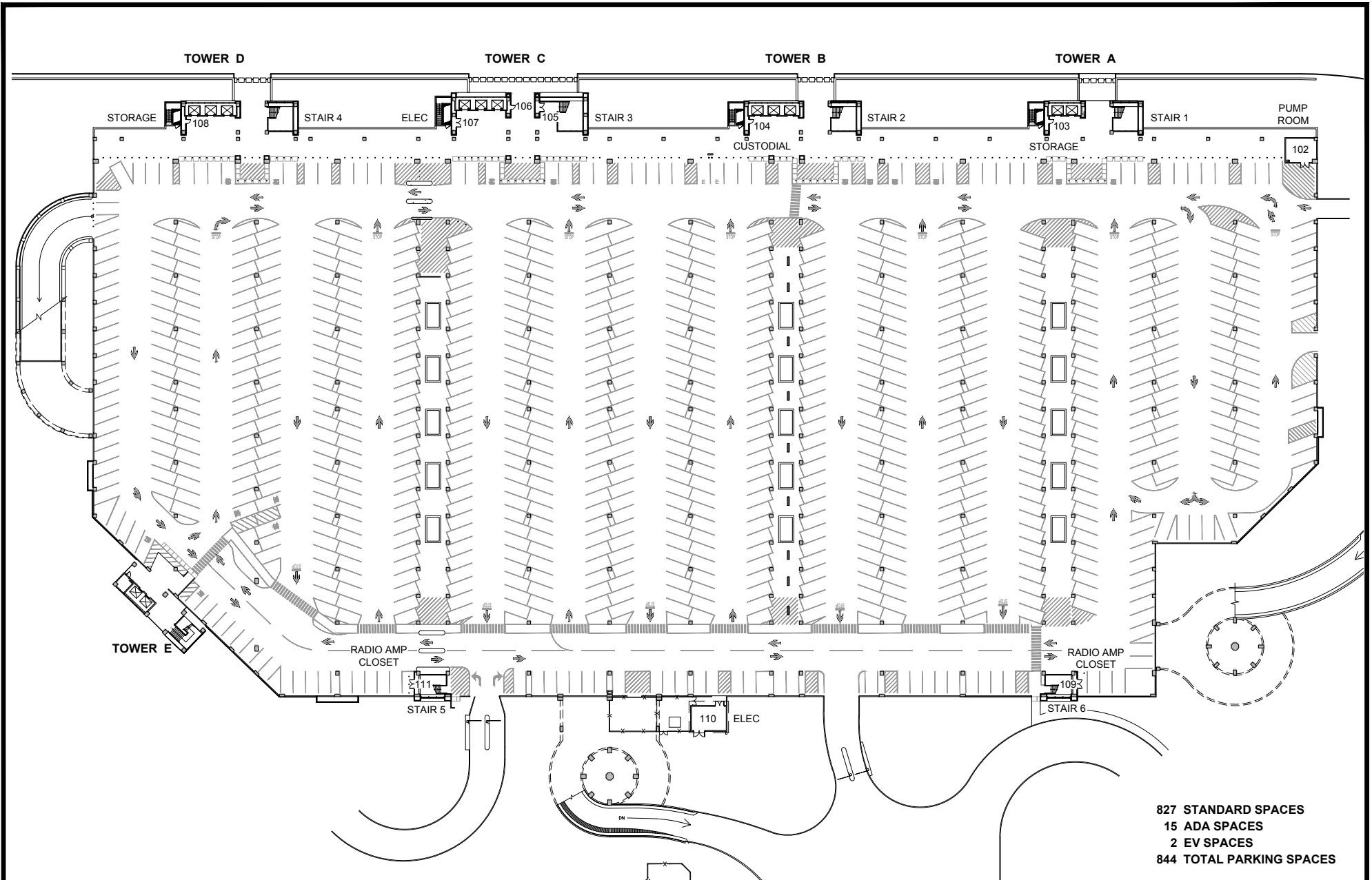
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**GARAGE**

SHEET NO.

OF

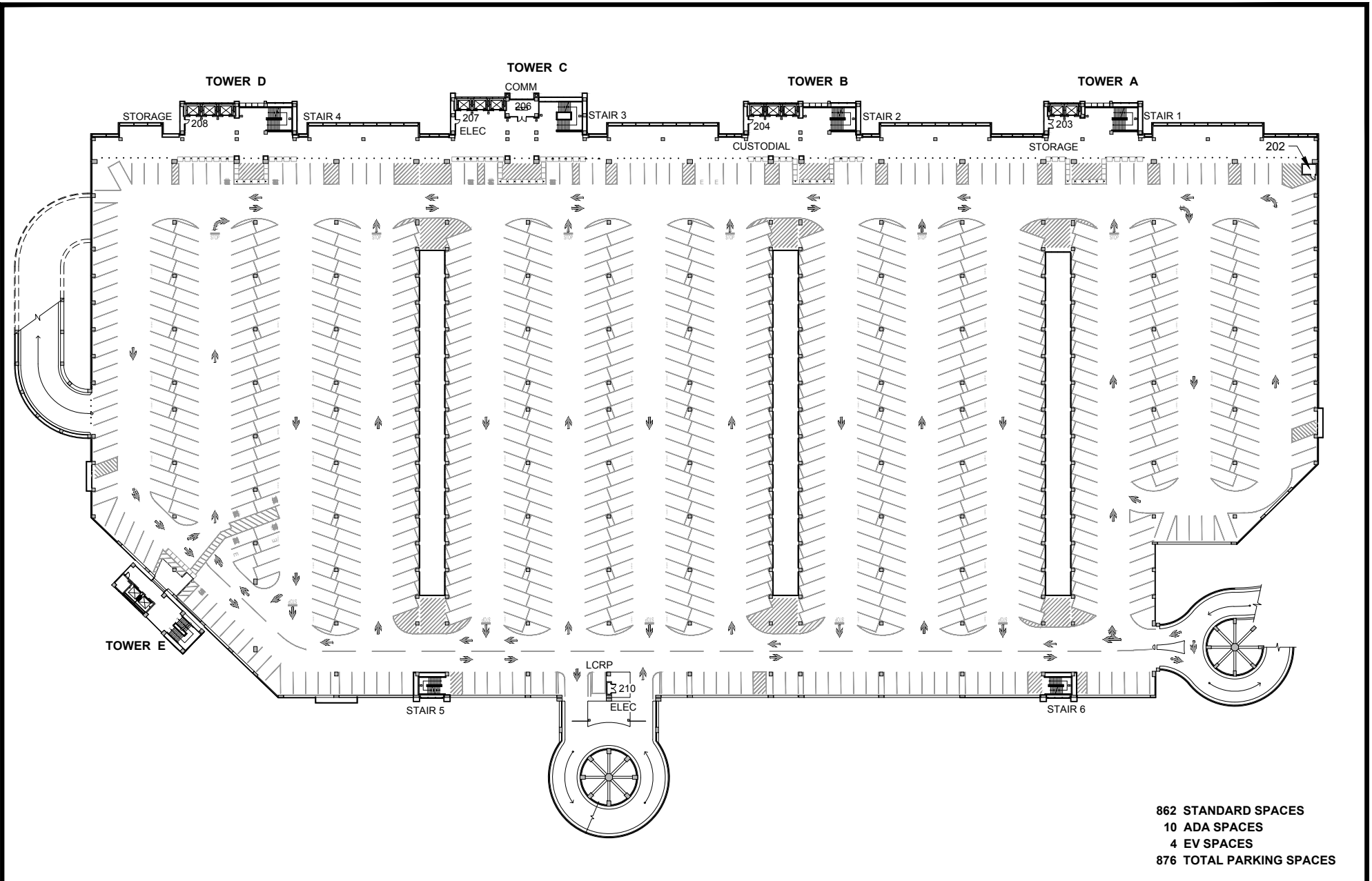




DRAWING: Exh-Fac10243-1		DRAWN BY: ManzyukP
SHEET: 1	SCALE: N.T.S.	DATE: 12/28/2021

**SACRAMENTO INTERNATIONAL AIRPORT**  
**TERMINAL A GARAGE - GROUND LEVEL**  
**FACILITY 10243**

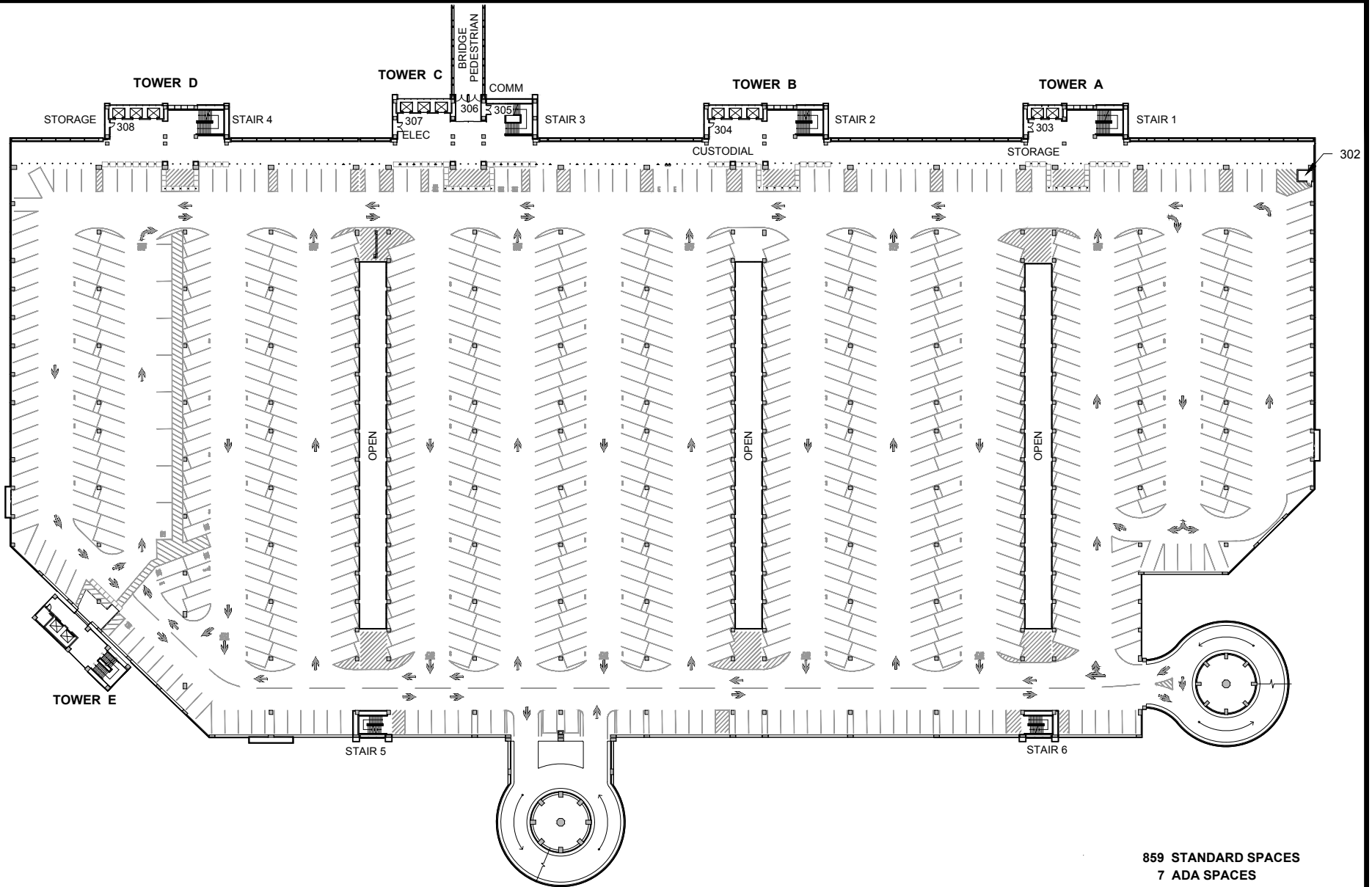




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SHEET: 1	SCALE: N.T.S.	DATE: 1/13/2022

**SACRAMENTO INTERNATIONAL AIRPORT**  
**TERMINAL A GARAGE - 2nd FLOOR**  
**FACILITY 10243**



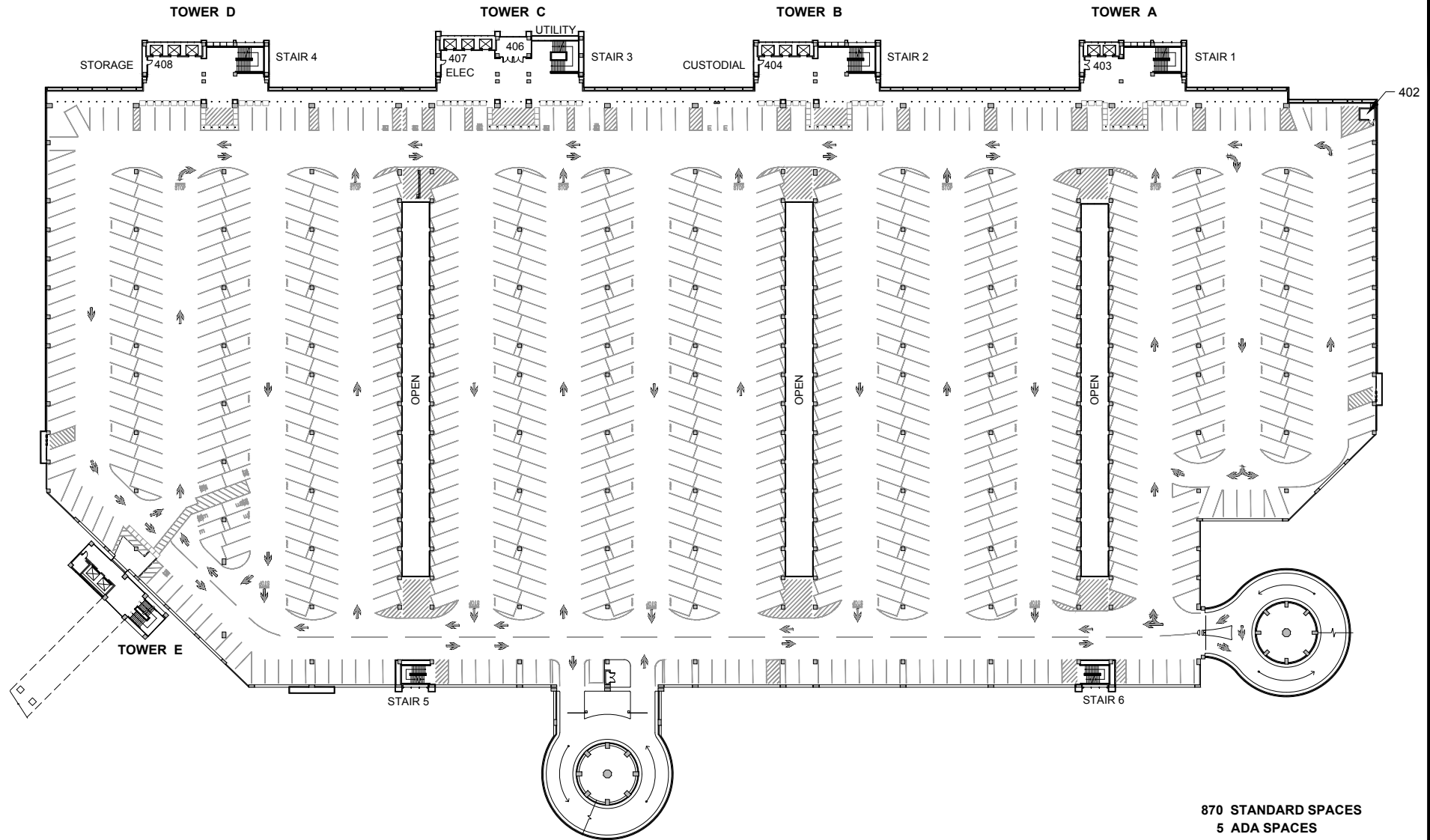


859 STANDARD SPACES  
 7 ADA SPACES  
 4 EV SPACES  
 870 TOTAL PARKING SPACES

DRAWING: Exh-Fac10243-3		DRAWN BY: ManzyukP
SHEET: 1	SCALE: N.T.S.	DATE: 12/28/2021

**SACRAMENTO INTERNATIONAL AIRPORT**  
**TERMINAL A GARAGE - THIRD LEVEL**  
**FACILITY 10243**



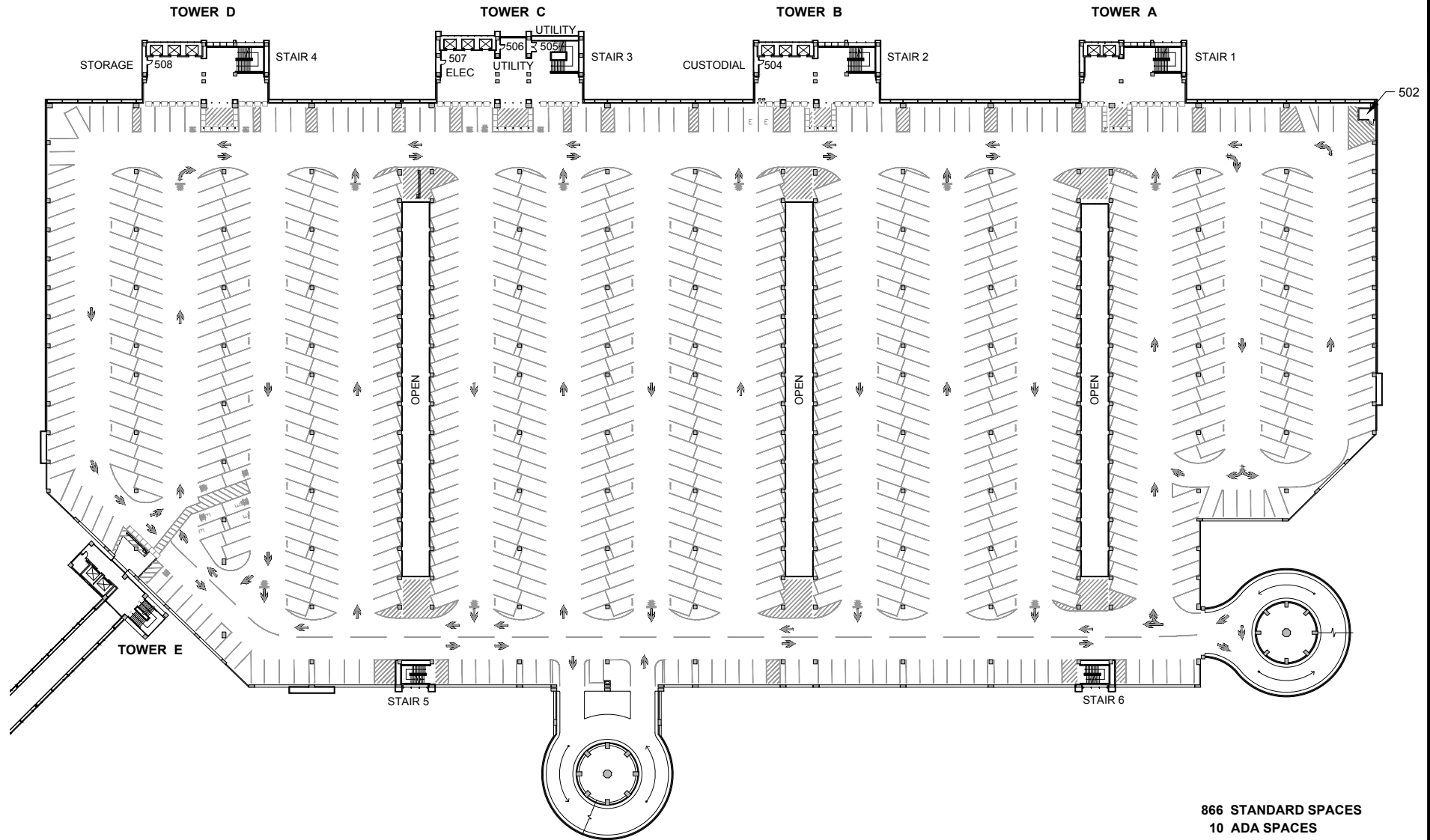


870 STANDARD SPACES  
 5 ADA SPACES  
 6 EV SPACES  
 881 TOTAL PARKING SPACES

DRAWING: Exh-Fac10243-4		DRAWN BY: ManzyukP
SHEET: 1	SCALE: N.T.S.	
		DATE: 1/20/2022

**SACRAMENTO INTERNATIONAL AIRPORT**  
**TERMINAL A GARAGE - 4th FLOOR**  
**FACILITY 10243**



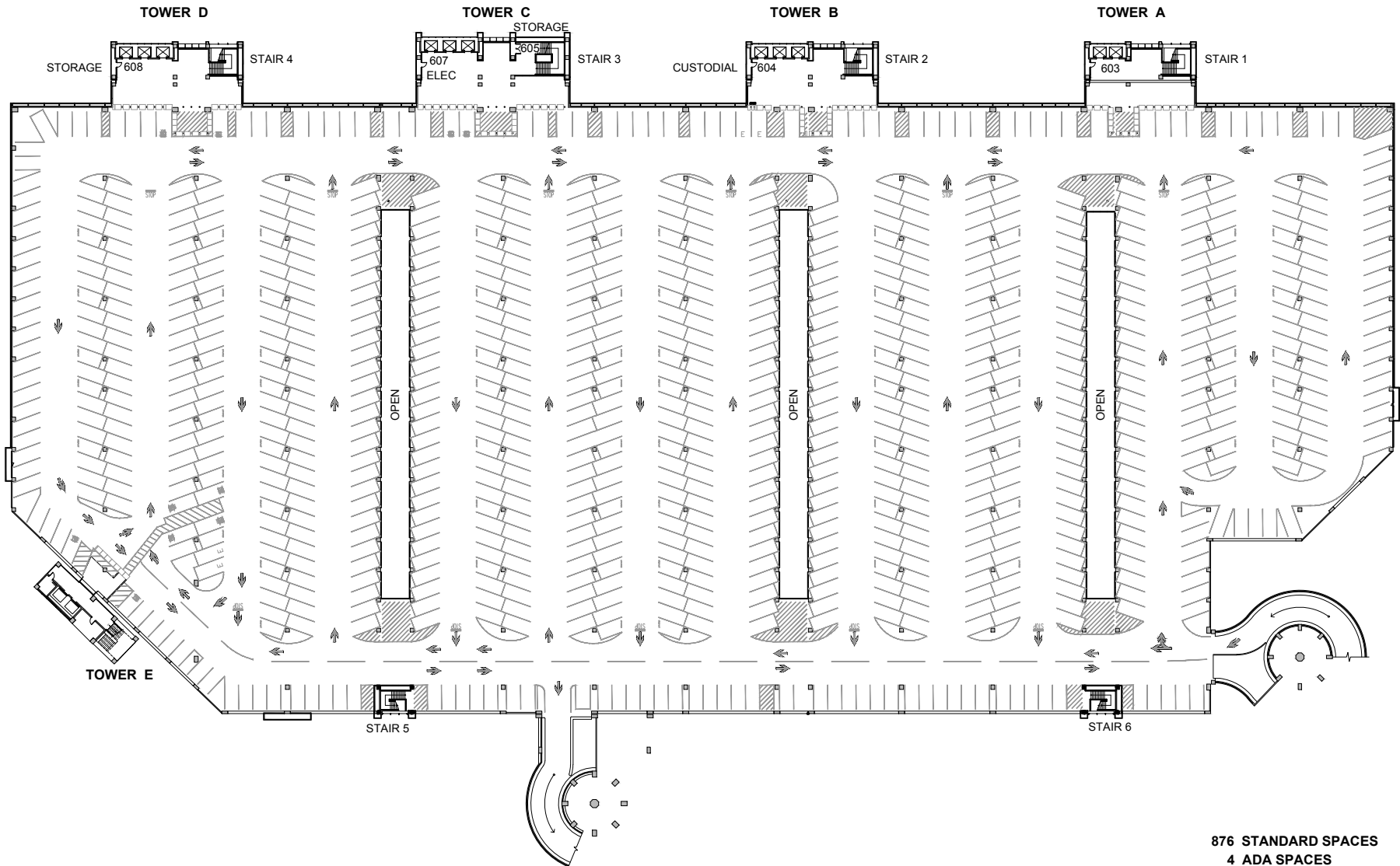


866 STANDARD SPACES  
 10 ADA SPACES  
 6 EV SPACES  
 882 TOTAL PARKING SPACES

DRAWING: Exh-Fac10243-5		DRAWN BY: ManzyukP
SHEET: 1	SCALE: N.T.S.	
		DATE: 12/28/2021

**SACRAMENTO INTERNATIONAL AIRPORT**  
**TERMINAL A GARAGE - 5th FLOOR**  
**FACILITY 10243**





876 STANDARD SPACES  
 4 ADA SPACES  
 4 EV SPACES  
 884 TOTAL PARKING SPACES

DRAWING: Exh-Fac10243-6		DRAWN BY: ManzyukP
SHEET: 1	SCALE: N.T.S.	DATE: 1/13/2022

**SACRAMENTO INTERNATIONAL AIRPORT**  
**TERMINAL A GARAGE - 6th FLOOR**  
**FACILITY 10243**

