



## **DEPARTMENT OF AIRPORTS**

# ***REQUEST FOR PROPOSALS***

## **Baggage Handling Systems Operations and Maintenance Services**

Proposals due by:

**Monday, June 10, 2019  
2:00 p.m. Pacific Daylight Time**

May 7, 2019

TO: Baggage Handling Systems Operations and Maintenance Services

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

SUBJECT: **Request for Proposals**  
**Sacramento County Department of Airports**  
**Baggage Handling Systems (BHS) Operations and Maintenance**  
**Services**

**A. Introduction**

The County of Sacramento (County) is soliciting proposals from qualified contractors (Contractor) for the Maintenance and Operations of the Baggage Handling Systems (BHS) at Sacramento International Airport (SMF). The selected contractor will work with the Department's Facilities staff to manage SMF's BHS. The contractor must understand aviation industry best practices and have the capacity to provide the services and resources described within the Agreement for Maintenance and Operations of the Baggage Handling Systems (Agreement) as provided in Attachment A. Any exceptions to the Agreement provided in Attachment A must be submitted with the response to this request.

**B. Background**

The County currently has two separate BHS at SMF, one in Terminal A and another in Terminal B.

The Terminal A system was originally installed in 1998 and was expanded in 2015. This is an inline system with four curbside and three ticket counter induction locations. There are three scanning locations, two make-up units and one sort pier. This system is independent of Terminal B, but can be manipulated from the Terminal B control room.

The Terminal B system was originally installed in 2011. The Terminal B system is redundant and has an east and west matrix. There are four independent inbound lines that feed four baggage claim carousels. There are eight ticket counter induction locations, two curbside induction locations, six scanning locations, two make-up units and eleven sort piers. This system is independent of Terminal A and is operated from the Terminal B control room. The County is seeking a Contractor to operate and maintain all aspects of the BHS in accordance with the attached Agreement.

**C. Scope of Services**

A comprehensive scope of work is detailed in Exhibit A, Scope of Services, of the proposed Agreement provided as Attachment A to this RFP. The scope of services for maintenance and operation of the BHS will include but is not limited to:

1. Labor
2. Transportation
3. Supplies

4. Materials
5. Parts
6. Tools
7. Scaffolding
8. Machinery
9. Hoists
10. Employee safety equipment
11. Equipment
12. Lubricants
13. Supervision
14. Applicable taxes
15. Tub management
16. Hardware
17. Software
18. Drawings
19. BHS security doors
20. Asset management

**D. Term and Effective Date of the Agreement**

The Department intends to award the Agreement on October 1, 2019. The initial term of the Agreement will be for five (5) years, with two (2) options to extend the term for five (5) years each.

**E. How to Obtain a Request for Qualifications & Experience**

Complete sets of the RFP are available by visiting our website at [http://www.sacramento.aero/scas/opportunities/bids\\_and\\_requests/](http://www.sacramento.aero/scas/opportunities/bids_and_requests/). Hard copy sets of the RFP are available by calling (916) 874-0918 between 8:00 a.m. and 3:00 p.m. (PDT), Monday through Friday.

**F. Deadline**

Submit one (1) original and five (5) hard copies of the response, along with one (1) CD or flash drive containing the entire submittal, in a sealed envelope clearly marked, "Baggage Handling Proposals", at the location and by the deadline stated below. All late responses will be rejected.

Date: Monday, June 10, 2019  
Time: 2 p.m. Pacific Daylight Time  
Location: Sacramento County Department of Airports  
Attention: Sherrie Antonio  
6900 Airport Boulevard  
Sacramento, CA 95837-1109

**G. Format of Submittal and Transmittal Letter**

Responses to this solicitation must be prepared in the following format and should address the contents in Sections H, I, and J listed below. The response must not exceed 30 pages including any marketing material and must be signed by an authorized employee or officer in order to receive consideration.

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

1. Name and address of Contractor;
2. Name, telephone number, and e-mail address of a contact person;
3. Name, title, address, telephone number, and e-mail address of the individual(s) with authority to execute a binding contract on behalf of the Contractor;
4. Acknowledgement of any Addenda that may be issued;
5. Acknowledge review of the proposed contract form provided as Attachment A to this RFP and incorporated herein; and
6. Include a statement that the Contractor agrees to the contract format, its content and all requirements as presented including professional liability insurance limits. Any exceptions to the Agreement provisions provided in Attachment A must be submitted with the response to this RFP.
7. Contractors shall include with their response, documentation from their bonding company stating the Contractor is bondable to the amounts stated below. Prior to contract execution, the Contractor must file with the County and thereafter maintain two (2) adequate corporate surety bonds. One, a sum not less than one hundred percent (100%) of the amount bid for one year, to guarantee the faithful performance of the contract. A second corporate surety bond in a sum not less than fifty percent (50%) of the contract annual amount, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies and equipment used in the performance of the contract. Corporate sureties on these bonds must be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties must be satisfactory to the County.

The following documentation and forms must be completed, included with the submittal and received by the Department by the submittal due date:

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

## H. Minimum Qualifications

Consideration will only be given to respondents with a minimum of five (5) consecutive years immediately preceding the proposal deadline, during which period the proposer's principal business activity must have consisted of the complete scope of services listed in this RFP and must have been performed at one or more medium hub airports [as defined by the Federal Aviation Administration ("FAA")] handling at least eight (8) million bags annually.

Each proposer must bear the Department of Homeland Security (DHS) Support Anti-Terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act) designation and certification.

By submitting an RFP, the proposer agrees with the requirements to hire the current On-Site Manager for at least one year and hire the current BHS staff for six months to ensure continuity.

## I. Proposals

The selected Contractor must clearly demonstrate the capability to provide Maintenance and Operation of the BHS at SMF. Responses to this RFP should contain sufficient information to demonstrate qualifications and experience and cite previous examples of success and include the following information:

1. **Qualifications and Experience:** Describe previous work (within the past 5 years) that demonstrates experience in operating and maintaining BHS. Provide an explanation of what differentiates your firm from your competitors.
2. **BHS Operations and Maintenance Approach:** Describe how you would approach the maintenance and operation of the BHS at SMF. The approach must address, but is not limited to, the following components:
  - a) System Reporting  
Please discuss the proposed process for providing daily, weekly, and monthly BHS reports and provide examples.
  - b) Staffing Plan  
Discuss the proposed staffing plan, which at a minimum should include:
    - Minimum employee experience requirements, average hourly wages and benefits for each employee classification type
    - Methods for attracting and retaining qualified employees at the appropriate staffing levels, including incentive and/or merit programs
    - Number of staff, by job category, needed to perform scope of work
    - Organizational chart and description of responsibilities of staff
    - Standards of conduct, including random drug testing procedures
    - Uniform specifications and appearance standards
    - Work schedule
    - Policies regarding staff misconduct and grounds for removal. Satisfactorily complete a background check and alcohol and drug testing performed by Contractor at Contractor's expense

- c) Training Plan  
Discuss the proposed training plan to provide an ongoing comprehensive program ensuring a knowledgeable and efficient work force.
- d) Computer Maintenance Management System (CMMS)  
Contractor shall implement and maintain a Computer Maintenance Management System CMMS. Currently MAXIMO is utilized, but the Contractor may, at their cost and with Department approval, utilize another program. Please describe the proposed CMMS for the BHS at SMF.
- e) Preventative Maintenance Plan  
Provide a proposed Preventative Maintenance plan that shall include at a minimum the following:
- Task and Frequencies – The Project Manager (PM) tasks, at their associated frequencies, as defined in the Baggage Handling Systems operations and maintenance manuals
  - Schedule – The schedule of PM tasks should be broken down into daily, weekly, monthly, quarterly and annually as applicable. The schedule should reflect the need for any downtime, if necessary
  - PM Reporting – Identify how the CMMS's reporting features to monitor status of PM tasks will be utilized
- f) Quality Control and Assurance Plan  
Provide a proposed Quality Control plan. Describe how scheduled and unscheduled inspections are to be conducted. Discuss how inspections and monitoring of all Contractor work performed will ensure compliance with Agreement requirements. Provide a sample of the documentation and forms that will be used to record inspections and corrective actions performed.
- g) Inventory Management Plan  
Provide a proposed Inventory Management plan and address the following:
- Definition and objectives for Inventory Management
  - Organizational Hierarchy of Inventory Management
  - Inventory Management Planning
  - Inventory Management Controls
  - Determining Inventory Management Stock Levels
  - Procurement Methods for securing/purchasing spare parts in a timely manner from suppliers at a competitive price to replace or augment the existing spare parts inventory
  - Methods for securing/purchasing spare parts on an emergency basis
  - Parts Warranty Management and methods for working with equipment suppliers for reimbursement of parts and labor under warranty
  - Tracking the warranty period for all components
  - Proposed information to be included in the Critical Parts Inventory and Usage Report to the Agency.

- Specify the proposed software to be used for managing inventory, whether or not it is the same or different from the proposed CMMS.

**3. Operations and Maintenance Price:** Please detail the fees to perform the requested services. Submit all proposed costs and fees associated with performing and completing the services and project requested in this RFP, including a description of each type of fee. Provide a five (5) year annual operations and maintenance fee schedule and a project hourly rate scheme for all staff categories listed in the proposed staffing plan. The terms of the resulting contract will be subject to negotiation with the successful entity.

#### **J. References**

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

#### **K. Mandatory Pre-Proposal Conference**

A Mandatory Pre-Proposal Meeting is scheduled for May 23, 2019 at the Airport. This meeting will be held from 1:00 pm to 3:00 pm (PDT) in the Terminal B Administration Conference Room at Sacramento International Airport, 6900 Airport Boulevard, Sacramento, CA 95837-1109. From the second floor of Terminal B, take the Administrative Offices elevator, located behind the second floor restrooms, up to the fourth floor.

The purpose of the meeting will be to discuss the requirements and objectives of this RFP. Airport representatives will be available to answer questions received prior to and during the meeting. All questions and requests for clarification shall be submitted to Sherrie Antonio at [AntonioS@SacCounty.Net](mailto:AntonioS@SacCounty.Net) or via US mail at, 6900 Airport Boulevard, Sacramento, CA 95837. Questions are to be received by the Airport no later than 2:00 pm (PDT) on May 17, 2019.

Airport representatives will provide an answer to all questions received by the deadline, in the form of an Addendum to be posted on the Department website by the Addenda deadline stated above.

To make reservation to attend the Pre-Proposal meeting, please either call (916) 874-0918 or email [AntonioS@SacCounty.Net](mailto:AntonioS@SacCounty.Net). Reservation will be accepted for the Mandatory Pre-Proposal Meeting through 2:00 pm (PDT) on May 17, 2019. A tour of the location will be offered; therefore, each attendee must bring valid government issued photo identification. No more than three (3) representatives from any one (1) registered company will be permitted to attend the Mandatory Pre-Proposal Meeting. Please ensure that you have received confirmation of your reservation.

#### **L. RFP Timeline**

The table below describes the estimated timeline for the RFP process through award of Agreement. The schedule is subject to change as determined by the County.

DATE	ACTION
May 7, 2019	Issue RFP
May 17, 2019	Questions Due by 2:00 PM (PDT)
May 23, 2019	Mandatory Pre-Proposal Meeting and Airport Tour
May 31, 2019	Issue Addendum with Answers to Questions
June 10, 2019	Deadline for submission of proposals
June 11 - 15, 2019	Panel review of qualifications
June 17 - 21, 2019	Interviews (If necessary)
August 2019	Recommendation of selection committee presented to County Board of Supervisors
October 1, 2019	County Executes Agreements with Selected Contractor Effective date of agreement

#### **M. Evaluation of Qualifications**

Proposals will be evaluated based on the following criteria:

- |    |   |     |
|----|---|-----|
| 1. | Qualifications and Experience           | 15% |
| 2. | BHS Operations and Maintenance Approach | 45% |
| 3. | Operations and Maintenance Price        | 30% |

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

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

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

#### **N. Questions**

All inquiries regarding this RFP must be directed in writing, via e-mail to Sherrie Antonio at [AntonioS@SacCounty.Net](mailto:AntonioS@SacCounty.Net) no later than 2:00 PM (PDT) on May 17, 2019.

If modifications or clarifications to this RFP are necessary, a written addendum will be posted at [http://www.sacramento.aero/scas/opportunities/bids\\_and\\_requests/](http://www.sacramento.aero/scas/opportunities/bids_and_requests/).

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

Attachments:

- A. *Baggage Handling Systems Operations and Maintenance Agreement*
- B. *County of Sacramento Contractor Certification of Compliance Form*
- C. *Contractor Identification Form*
- D. *FAA General Contract Provisions for Solicitations*



# **AGREEMENT FOR BAGGAGE HANDLING SYSTEMS OPERATIONS AND MAINTENANCE FOR SACRAMENTO COUNTY DEPARTMENT OF AIRPORTS**

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

## **RECITALS**

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

**WHEREAS**, the COUNTY desires to engage CONTRACTOR for the provision of Baggage Handling Systems Operations and Maintenance services; and

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

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

**WHEREAS**, via Resolution #\_\_\_\_-\_\_\_\_, the Sacramento County Board of Supervisors authorized the Director of Airports, hereinafter referred to as "Director", to execute the Baggage Handling Systems Operations and Maintenance Agreement with CONTRACTOR; and

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

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

### **I. SCOPE OF SERVICES**

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

### **II. TERM**

This Agreement shall be effective and commence October 1, 2019 and shall end on September 30, 2024.

The COUNTY shall have two (2) separate five (5)-year options to extend the Term. If COUNTY elects to extend the Term, COUNTY will provide notice to CONTRACTOR at least 30 days prior to the expiration of the Term, or extended Term, as the case may be. Any extensions to the term must be mutually agreed to by the Parties in writing.

### **III. NOTICE**

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

TO COUNTY

TO CONTRACTOR

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

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

### **IV. COMPLIANCE WITH LAWS**

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

### **V. GOVERNING LAWS AND JURISDICTION**

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

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

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. CONTRACTOR certifies that it shall not contract with a subCONTRACTOR that is so debarred or suspended.

## **VII. PERFORMANCE STANDARDS**

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

## **VIII. OWNERSHIP OF WORK PRODUCT**

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

## **IX. STATUS OF CONTRACTOR**

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

direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent CONTRACTOR and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this Agreement.
- F. It is further understood and agreed that if CONTRACTOR'S project manager or key personnel cease employment with CONTRACTOR during the term of this Agreement, COUNTY reserves the right to approve the proposed replacement personnel (via interview and reference checks) and to terminate this Agreement if not satisfied with those personnel.

**X. CONTRACTOR IDENTIFICATION**

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

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

- A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR'S failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

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

## **XII. BENEFITS WAIVER**

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

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

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

## **XIV. CONFLICT OF INTEREST**

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

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

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

#### **XVI. GOOD NEIGHBOR POLICY**

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

and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR'S site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR'S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

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

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subCONTRACTORS shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination

laws and this provision.

- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

#### **XVIII. INDEMNIFICATION**

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto, 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 relating to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, or the CONTRACTOR'S subconsultants or subCONTRACTORS.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the CONTRACTOR or the CONTRACTOR'S Subconsultants or 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 FOR SERVICE LIMITATIONS**

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

**XXII. LEGAL TRAINING INFORMATION**

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

**XXIII. SUBCONTRACTS, ASSIGNMENT**

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

#### **XXIV. AMENDMENT AND WAIVER**

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

#### **XXV. SUCCESSORS**

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

#### **XXVI. TIME**

Time is of the essence of this Agreement.

#### **XXVII. INTERPRETATION**

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

#### **XXVIII. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such

dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, State and federal law.

## **XXIX. TERMINATION**

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

COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.
- F.. If CONTRACTOR violates any provision or fails to properly provide services required by this agreement, COUNTY shall advise CONTRACTOR of deficiencies and shall allow CONTRACTOR a reasonable period, thirty (30) working days unless otherwise agreed, to correct deficiencies at CONTRACTOR's expense and to COUNTY's sole satisfaction. If CONTRACTOR fails to comply in allotted time, COUNTY shall have right to cancel agreement upon thirty (30) calendar days written notice to CONTRACTOR, or COUNTY, after an additional ten (10) calendar days written notice to CONTRACTOR, may perform or cause to be performed all or any part of services and CONTRACTOR agrees that it will reimburse COUNTY for any expense incurred, plus the nominal administrative fee applied to other service providers. COUNTY shall deduct said expense from any sum owing CONTRACTOR, including monthly invoices until all costs are recovered. The waiver by COUNTY of a breach of any provision of this agreement by CONTRACTOR shall not be construed as a waiver of any subsequent breach by CONTRACTOR.
- G. If Agreement is cancelled, CONTRACTOR agrees to take action reasonably necessary to cause an orderly cessation and transition of Services to COUNTY or another CONTRACTOR designated by COUNTY without detriment to rights of COUNTY or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other CONTRACTORS. Without limiting generality of foregoing, CONTRACTOR shall immediately deliver to COUNTY all reports, records, as-built drawings, manuals and other materials and documentation related to and required to facilitate Services required by this Agreement. COUNTY shall withhold payments due CONTRACTOR until receipt of required information and devices.
- H. The COUNTY reserves the right to terminate this Contract without cause, or to abandon the Services, or any part of the Services not then completed, by notifying CONTRACTOR in writing. Immediately upon receiving a written notice to terminate or suspend Services, CONTRACTOR shall:
  - 1. Discontinue advancing the Work in progress, or such part that is described in the notice.
  - 2. Deliver to the COUNTY all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the COUNTY.
  - 3. Appraise the work it has completed and submit its appraisal to the COUNTY for evaluation.

4. Be paid in full the pro rata value for Services performed to the date of its receipt of the Notice of Termination. No payment shall be made for loss of anticipated profits or unperformed Services.
- I. The COUNTY shall make final payment for all Services performed and accepted within sixty (60) days after the CONTRACTOR has delivered to the COUNTY any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Contract. Should CONTRACTOR fail to receive acceptance by the COUNTY within 90 days of termination, CONTRACTOR shall forfeit all rights to additional compensation. Any use by the COUNTY of preliminary reports, raw data or other incomplete material returned by CONTRACTOR shall be at the COUNTY's sole risk for such use. The Airport Director may, by written notice, direct CONTRACTOR to suspend performance on all or any part of the Services for such period of time as may be determined by the COUNTY to be necessary or desirable for its convenience. If such suspension causes additional expense to CONTRACTOR in performance, and not due to fault or negligence of CONTRACTOR, the Contract price will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by CONTRACTOR for a price adjustment must be supported by appropriate documentation asserted promptly after CONTRACTOR has been notified to suspend performance.

### **XXX. REPORTS**

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

### **XXXI. AUDITS AND RECORDS**

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

### **XXXII. PRIOR AGREEMENTS**

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

#### **XXXIII. SEVERABILITY**

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

#### **XXXIV. FORCE MAJEURE**

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

#### **XXXV. SURVIVAL OF TERMS**

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

#### **XXXVI. DUPLICATE COUNTERPARTS**

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

#### **XXXVII. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and

warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

#### **XXXVIII. FAA ASSURANCES**

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

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

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

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

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

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

Director of Airports

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

**CONTRACTOR**

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

Title: \_\_\_\_\_

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

CONTRACT AND CONTRACTOR TAX STATUS  
REVIEWED AND APPROVED BY COUNTY COUNSEL

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

County Counsel

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

**Exhibits**

Exhibit A – Scope of Services

Exhibit B – Insurance Requirements

Exhibit C – Budget Requirements

Exhibit D – FAA Assurances

Exhibit E – FAA Contract Provisions



**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as “COUNTY”,  
and, \_\_\_\_\_  
hereinafter referred to as “CONTRACTOR”**

**SCOPE OF SERVICES**

**I. SERVICE LOCATION(S)**

Facility Name(s):	Sacramento International Airport
Street Address:	6900 Airport Boulevard
City and Zip Code:	Sacramento, CA 95837

**II. DESCRIPTION OF SERVICES**

CONTRACTOR agrees to provide Baggage Handling Systems (BHS) Operations and Maintenance services as directed by the COUNTY. CONTRACTOR agrees to operate and maintain the BHS and accomplish the following objectives:

- A. Provide pro-active preventative and corrective maintenance for the BHS at SMF and to facilitate the following:
  - 1. Consistent safe operation of equipment
  - 2. Maximum operational performance of equipment
  - 3. Maximum beneficial usage of equipment
  - 4. Maximum life cycle of equipment
  - 5. Meet the required response time to maintain continued system operation
- B. Provide pro-active tub management:
  - 1. Deliver Baggage Handling System (BHS) baggage tubs to multiple locations for use in the BHS
- C. Provide pro-active hardware and software support to facilitate the following:
  - 1. Consistent safe operation of equipment
  - 2. Maximum operational performance of hardware, software and equipment
  - 3. Maximum beneficial usage of hardware, software and equipment
  - 4. Maximum life cycle of hardware, software and equipment

The specific scope of services will be developed with COUNTY and CONTRACTOR. For clarification, any and all components may be referred to as “equipment” in this Agreement. The following represents a general overview of the range of services anticipated and penalties for non-performance:

### **III. PART 1 – SCOPE OF WORK**

#### **1. CONTRACT SERVICES:**

- A. Services shall include all labor, transportation, supplies, materials, parts, non-personal tools, scaffolding, machinery, hoists, employee safety equipment, software, hardware, equipment, lubricants, supervision, applicable taxes, prevailing wage and all other work and materials expressly required under this Agreement or reasonably inferred whether or not expressly stated herein in accordance with the best commercial practices, consistent with the intended design and usage as defined in the BHS Operations and Maintenance (O&M) manual and as acceptable to the COUNTY.
- B. CONTRACTOR shall provide operations, maintenance and repair services for all inbound and outbound BHS and related equipment (Systems) at SMF as described herein . This includes all take away conveyor, all conveyor subsystems designed as part of the security matrix, baggage make-up units, sort piers, passenger claim devices, servers, computers, programmable logic controllers, variable frequency drives, switches, human machine interfaces, tub management/delivery, security doors, fire doors, and canopy structures that enclose the conveyors, catwalks, exclusive of the Explosive Security System devices found in the Systems.
- C. CONTRACTOR shall provide staff to operate, maintain and repair the BHS 24 hours a day, 7 days a week throughout the Term of this Agreement.
- D. CONTRACTOR shall operate, maintain, repair and replace all computer systems hardware and software to COUNTY's satisfaction. Systems shall be maintained to achieve the Intent of this Agreement and meet or exceed the Original Equipment Manufacturers (OEMs) maintenance requirements.
- E. CONTRACTOR shall become familiar with the security screening matrices and their conveyor subsystems in order to provide operation, maintenance, warranty and repair services.
- F. CONTRACTOR shall coordinate and manage all warranty issue(s) for the BHS. CONTRACTOR shall be responsible for the operation, maintenance and repair of the Systems in their entirety in a manner consistent with the OEM's recommendations, corrective and preventative maintenance requirements, operational requirements, and practices as documented in the O&M manuals provided by the BHS OEM.
- G. CONTRACTOR shall ensure that the Systems are operated, maintained and repaired consistent with all applicable federal, state, local laws, codes

and safety standards and assure a safe and efficient system for all personnel who operate, maintain or have access to the Systems.

- H. CONTRACTOR shall be responsible for continuous response to, and rectification of, all fault conditions of the Systems, exclusive of the EDS machines.
- I. CONTRACTOR shall coordinate and follow the directives of COUNTY with respect to scheduling Services and deliveries hereunder or at time or times further specified in other provision of this Agreement.
- J. Services shall be performed as follows:
  - 1. In conformance with all provision of this Agreement;
  - 2. In conformance with all legal status and code requirements;
  - 3. In conformance with all applicable OEM specifications;
  - 4. In conformance with COUNTY's rules, policies, regulation and requirements for work at the Property, as modified and supplemented during the term of this Agreement;
  - 5. In conformance with COUNTY's requirement for cleanup using containers supplied by the CONTRACTOR;
  - 6. To COUNTY's satisfaction;
  - 7. By qualified, careful and efficient employees in conformity with best industry practices;
  - 8. Diligently and in a complete and skillful manner, free of defect or deficiency; and
  - 9. In such a manner as to minimize any annoyance, interference or disruption to COUNTY occupants, operations or passengers.
- K. No parts or equipment required by Services under this Contract may be removed from the Property without written approval of COUNTY. Parts used in the Service of this Contract shall be replenished to the agreed upon minimum stock level. Once parts are removed from inventory, the CONTRACTOR shall expeditiously replenish parts/materials utilized.
- L. CONTRACTOR shall repair, to satisfaction of COUNTY, any damage to the Property and/or System caused by the performance of Services.
- M. Computer Maintenance Management System (CMMS):
  - 1. CONTRACTOR shall implement and maintain a Computer Maintenance Management System, The system shall be a standard non-proprietary system. Currently MAXIMO is utilized, but the CONTRACTOR may, at their cost and with COUNTY approval, utilize another program.
  - 2. CONTRACTOR shall use the COUNTY approved CMMS, which may be a hosting service in lieu of on-site hardware/software to schedule and generate work orders for operation, maintenance and repair activity

performed for each piece of equipment covered under this Contract. Data from this software shall be exportable to Microsoft Excel or other COUNTY approved format. The COUNTY will retain an administrative role over the CMMS, requiring full access and report capability during the duration of the Contract. The COUNTY will retain ownership of the CMMS and all data contained within it, and any necessary hardware for the purpose of running the CMMS, upon termination of this Contract.

3. CONTRACTOR shall generate work orders for all service calls, bag jams, vandalism, corrective maintenance repairs and scheduled PM's as applicable to the System. Upon completion of work, CONTRACTOR is responsible for closing out the work order by inputting all relevant data in the CMMS that relates to work performed by the CONTRACTOR. This data shall include the equipment number, name of mechanic(s), date of service, duration of work performed, specific repairs accomplished: quantity of parts used, associated part numbers, labor, date completed and any comments necessary to explain corrective action or work performed.

CONTRACTOR shall supply reports from the CMMS as specified herein.

N. Maintenance Services:

1. Preventative Maintenance (PM)

a) CONTRACTOR shall comply with the PM Program proposed in its response to this RFP, as may be amended and subject to COUNTY review and approval, and attached hereto as Attachment C.

b) The PM Program must ensure the BHS achieves a minimum System Availability of 99%. The Systems shall be inspected at regular intervals and corrective measures shall be taken to prevent equipment breakdowns. The PM tasks and frequencies shown in the BHS O&M manuals, current Standard Operating Procedures (SOPs) and Best Management Practices (BMPs) shall be used, as minimum requirements, for the PM Program.

c) Contactor's PM Program shall, at minimum, consist of the following three (3) parts:

(1) TASKS AND FREQUENCIES – CONTRACTOR SHALL EXECUTE, AT A MINIMUM, THE PREVENTATIVE MAINTENANCE TASKS, AT THEIR ASSOCIATED FREQUENCIES, OR AS DEFINED IN THE BHS O&M MANUALS, SOPS AND BMPS. SHOULD THE CONTRACTOR HAVE RECOMMENDED CHANGES, ADDITIONS OR DELETIONS TO THE PM TASKS, FREQUENCIES AND SCHEDULE CONTAINED

IN THE O&M MANUALS, THE CONTRACTOR SHALL NOTIFY THE COUNTY, IN WRITING, AND PROVIDE JUSTIFICATION FOR THE PROPOSED CHANGES. FINAL APPROVAL IS AT THE SOLE DISCRETION OF THE COUNTY.

- (2) SCHEDULE – CONTRACTOR SHALL USE A SCHEDULE FORMAT AS APPROVED BY THE COUNTY, AND FOLLOW THE CMMS GENERATED PM SCHEDULE. DATA SHALL BE EXPORTABLE TO MICROSOFT EXCEL OR OTHER COUNTY APPROVED FORMAT. SHOULD THE CONTRACTOR HAVE RECOMMENDED CHANGES, ADDITIONS OR DELETIONS TO THE PM SCHEDULE, THE CONTRACTOR SHALL NOTIFY THE COUNTY, IN WRITING, AND PROVIDE JUSTIFICATION FOR THE PROPOSED CHANGES. FINAL APPROVAL IS AT THE SOLE DISCRETION OF THE COUNTY.
- (3) PM REPORTING – THE CONTRACTOR WILL USE THE CMMS'S REPORTING FEATURES TO MANAGE PMS. PM REPORTS SHALL BE PROVIDED TO THE COUNTY.

2. Corrective Maintenance (CM)

- a) Response to all BHS equipment failures will be the responsibility of the CONTRACTOR. CONTRACTOR shall remove from service immediately any piece of equipment that is not operating correctly, or presents a safety hazard to users, and shall notify the COUNTY immediately.
- b) When failures are found, Contractor shall immediately proceed to repair and/or correct the deficiencies. If a piece of equipment must be removed from service for any reason other than a code/safety deficiency, CONTRACTOR shall coordinate the removal of the equipment from operation with the COUNTY and airlines operating within the area, in advance and in writing.
- c) In the event of equipment failures, CONTRACTOR shall immediately follow lockout/tagout procedures and inform the COUNTY's designated representative.
- d) CONTRACTOR shall set safety barriers in place and provide safety notification signage around the impacted work area. Signage shall be of size and type as approved by the COUNTY.

3. Corrective Action

- a) For any calendar month during the Contract that the System does not achieve or will not achieve a minimum of 99% System availability, CONTRACTOR, at its own expense will promptly initiate a review of maintenance procedures, and shall propose a plan to the COUNTY within one (1) week to correct the problems. Corrections of maintenance procedures shall be at no expense to the COUNTY.
  - b) Correction of design deficiencies, once agreed to by the COUNTY, shall either be made by the COUNTY at its expense or made by the CONTRACTOR after first receiving written authorization from the COUNTY covering the cost to CONTRACTOR to make the correction. Design deficiencies shall be documented in an analysis report to be issued by the CONTRACTOR to the COUNTY as needed in a format to be approved by the COUNTY.
  - c) Any modification to the System, outside routine period maintenance repairs, that require approval by the TSA must be coordinated and approved in advance in writing by both the TSA and the COUNTY.
4. Baggage System Resets
- a) CONTRACTOR shall immediately respond to all equipment failures requiring a reset.
  - b) Incidents requiring a reset will be documented on the appropriate work order or trouble call log, including the date, time, problem, cause, action taken and completion time.

## **2. INSPECTION OF EQUIPMENT**

- A. CONTRACTOR shall, no less than thirty (30) days after commencement of Service, perform an inspection to assess the baseline condition of all equipment covered under this Contract. The inspection shall include observations of deficiencies in equipment condition, operation and/or performance, and serve as a “starting point” for CONTRACTOR to provide ongoing maintenance.
- B. CONTRACTOR shall provide all necessary labor, equipment, materials and technical expertise required to inspect each System and Subsystem. CONTRACTOR shall thoroughly exercise all Systems and demonstrate each feature and function.
- C. The COUNTY reserves the right to review the results of the inspection for concurrence.

- D. Beginning on or about thirty (30) business days prior to the Contract expiration or termination, the COUNTY and/or its technical representative will thoroughly inspect the condition of all equipment covered by this Contract to audit the level of maintenance and service work performed.
- E. All deficiencies found shall be corrected by the CONTRACTOR prior to the Contract termination or expiration date. If deficiencies have not been corrected by the CONTRACTOR by that date, the COUNTY will have the repairs performed by another vendor and the cost to perform the repairs shall be withheld from the CONTRACTOR's last payment. If the cost to perform the repairs exceeds the CONTRACTOR's last payment, the COUNTY may peruse collection by seeking payment from the Performance bond.

### **3. CONTRACTORS EMPLOYEES**

- A. This Agreement is not one of COUNTY, partnership, master-servant, or joint employer, but one with CONTRACTOR engaged in the business of providing Services hereunder as an independent CONTRACTOR. CONTRACTOR shall have sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- B. CONTRACTOR shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by a designated Supervisor of the CONTRACTOR on an annual basis to ensure all Services hereunder are properly performed. CONTRACTOR shall inform COUNTY of the name of its Supervisor responsible for execution of Services and Supervisor shall have the authority to act as CONTRACTOR's agent. Supervisor shall notify COUNTY of site inspections and provide COUNTY with written summary of findings within ten (10) working days after completion of site review.
- C. CONTRACTOR shall submit documentation defining its planned staffing and preventive maintenance procedures to facilitate Agreement intent and "Services" for all equipment included under this Agreement. Routine maintenance procedures shall include identifiable daily, weekly, monthly, quarterly and annual maintenance procedures, including statutory and other required equipment tests. CONTRACTOR shall supply identifying uniforms for staff. Uniforms shall be worn during work hours and require the same of any subcontractors. When accepted by COUNTY, CONTRACTOR's staffing plan shall become Exhibit H to this Agreement. CONTRACTOR employees shall not be temporarily allocated to other sites, unless prior authorization is obtained in writing from the COUNTY Personnel Classifications
- D. Personnel Classifications

1. Site Manager
  - a) CONTRACTOR shall designate a qualified and experienced full time on-site Site Manager. The Site Manager shall have a strong safety record with at least five (5) years knowledge in managing baggage/materials handling systems and conveyor safety.
  - b) The Site Manager shall possess skills relating to the operation and maintenance of the Systems and related Subsystems (i.e., Variable Frequency Drives, PLC, ATRs, CMMS, software programming, etc.). The Site Manager's normal work hours shall be at a minimum, 0800 to 1700, Monday through Friday, unless changed, in writing, by the COUNTY.
  - c) The Site Manager shall be available at all times to attend regularly scheduled and/or on-demand meetings, tours and inspections requested by the COUNTY and/or airlines to discuss the Systems.
  - d) The Site Manager, or designated alternate, shall be available for calls and/or emergency response on site twenty-four (24) hours a day, seven (7) days a week.
  - e) CONTRACTOR will notify the COUNTY of the identity of the Site Manager at least ten (10) working days before the hire by the CONTRACTOR. CONTRACTOR may not change the Site Manager without written consent of the COUNTY. COUNTY has final Site Manager approval.
  - f) The Site Manager must pass all security badging requirement as determined by COUNTY.
  - g) To facilitate a smooth transition of this Agreement, the CONTRACTOR awarded this Agreement, shall employ the existing CONTRACTOR Site Manager for one (1) year after the CONTRACTOR has been awarded the initial term of this Agreement, except where just cause has been determined.
2. Work Force
  - a) CONTRACTOR shall hire as many qualified and competent personnel as necessary to fulfill the requirements of the Contract.
  - b) CONTRACTOR shall provide skilled, cross-trained personnel with mechanical and electrical aptitude, and strong skills and experience with industrial control devices, to manage and control the daily



maintenance and operational aspects of the System. Responsibilities include, but are not limited to, maintenance and repair of all electrical, mechanical, control devices, equipment and components associated with the Systems. CONTRACTOR staff will also be responsible for clearing baggage jams and faults.

- c) CONTRACTOR shall further provide qualified personnel to operate the BHS Control Room, and the Systems, including all inbound and outbound BHS and Subsystems exclusive of the EDS machines. This includes, but is not limited to:

- (1) SYSTEM STARTUP EACH DAY
- (2) SYSTEM SHUTDOWN EACH DAY
- (3) CLEARING BAG JAMS
- (4) RESOLVING FAULTS
- (5) COORDINATING WITH TSA TO CLEAR EDS JAMS
- (6) MONITORING BHS ACTIVITY IN THE BHS CONTROL ROOM
- (7) OPERATING MANUAL ENCODING STATIONS
- (8) RESPONDING TO AIRLINE AND COUNTY REQUEST FOR BAGGAGE SERVICE SUPPORT
- (9) RESPONDING TO CONVEYOR FIRE/SECURITY DOOR ISSUES
- (10) TUB MANAGEMENT

- d) To facilitate a smooth transition of this Agreement, the CONTRACTOR awarded this Agreement, shall employ the remainder of the existing CONTRACTOR Workforce for six (6), months after the CONTRACTOR has been awarded the initial term of this Agreement, except where just cause has been determined. If any Workforce during the six (6) months is to be terminated for just cause, the COUNTY shall be informed prior to dismissal.

### 3. Conduct

- a) CONTRACTOR personnel shall, at all times while on the job site, whether on or off duty, conduct themselves in a professional, orderly and safe manner. Rudeness, fighting, being under the influence of alcohol and/or drugs, possessing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on Airport property (unless fulfilling the requirements of this Contract), and any immoral or otherwise undesirable conduct shall not be permitted on the job site and shall result in immediate and permanent removal from the job site of any personnel engaging in such conduct.
- b) CONTRACTOR agrees to transfer, promptly, from the Airport any personnel that the COUNTY advises is not satisfactory and shall

replace such personnel with an employee satisfactory to the COUNTY; but in no event shall the COUNTY be responsible for monitoring or assessing the suitability of any employee or agent of CONTRACTOR. If such remedy is required, CONTRACTOR shall immediately remove the employee from the site. It is the CONTRACTOR's responsibility to ensure all COUNTY owned materials in the employee's possession are promptly returned.

4. Security Inquiries

- a) CONTRACTOR acknowledges that all of the employees that it provides pursuant to this Contract shall, at the request of the COUNTY, be subject to background and security checks and screening ("Security Inquiries"). CONTRACTOR shall perform all such security inquiries and shall make the results available to the COUNTY for all employees considered for performing work (including supervision and oversight) under this Contract. The COUNTY may make further security inquiries. Whether or not further security inquiries are made by the COUNTY, the COUNTY may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CONTRACTOR for performing work under this Contract. Employees rejected by the COUNTY for performing Services under this Contract may still be engaged by CONTRACTOR for other Work not involving the Sacramento International Airport.
- b) In addition to the foregoing, the COUNTY reserves the right, but not the obligation to: (1) have an employee/prospective employee of CONTRACTOR be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information, (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of CONTRACTOR's employees and/or prospective employees; and (4) object, at any time and for any reason, to an employee of CONTRACTOR performing work (including supervision and oversight) under this Contract.
- c) CONTRACTOR shall include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.
- d) The Security Inquiry provisions of this Contract, as set forth above, are material to the COUNTY's entry into this Contract and any breach thereof by CONTRACTOR may, at the COUNTY's sole,

absolute and unfettered discretion, be considered a breach of contract of sufficient magnitude to terminate this Contract. Such termination shall subject CONTRACTOR to liability for its breach of contract.

5. Security Identification Display Area (SIDA):
  - a) A SIDA badge will be required for all CONTRACTOR personnel accessing the site. Background checks will be required to obtain security clearance. CONTRACTOR shall complete all required applications and provide the forms of identification as required. The COUNTY reserves the right to remove individuals from the job site. CONTRACTOR shall bear all costs incurred to process security clearance.
  - b) Because of the Department of Homeland Security and COUNTY security requirements, CONTRACTOR shall be required to comply with the SCAS security badging requirements for all applicable employees and vehicles. These requirements shall also apply to any and all subcontractors. All fees associated with security badging will be assessed in compliance with Sacramento County Airport System requirements are the responsibility of the CONTRACTOR.
- E. CONTRACTOR agrees each of its employees is properly qualified and will use reasonable care in the performance of Services. If COUNTY, in COUNTY's sole opinion, determines for any reason that the qualifications, actions, or conduct of any particular CONTRACTOR employee has violated this Agreement by performing unsatisfactory Services, interfering with airport operations, annoying any occupants, other CONTRACTORS or subcontractors on COUNTY's property, or that such actions or conduct are otherwise detrimental to COUNTY, then upon receipt of COUNTY's Written notice, CONTRACTOR shall immediately provide qualified replacement persons.
- F. CONTRACTOR shall not engage any subcontractors or other parties to perform Services unless first approved in writing by COUNTY. COUNTY's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of CONTRACTORs duties, liabilities, or obligations hereunder, and CONTRACTOR shall at all times be and remain fully liable hereunder.

**4. CONTRACTORS HOURS AND MANNER OF WORK**

- A. Services under this Agreement, including operating, maintaining, repairing the System described herein shall be twenty four (24) hours a day, seven (7) days a week.
- B. CONTRACTOR shall cooperate in all respects with the airlines and the COUNTY and/or its representatives. Preventive maintenance shall be coordinated with and scheduled around the Airline/Airport operations. Any major outages or repairs must be coordinated in advance with the COUNTY.

**5. CONTRACTOR'S EXECUTION OF SERVICES**

- A. Contract Services shall be applicable to all BHS System equipment identified herein.
- B. CONTRACTOR shall systematically examine, clean, lubricate, adjust as indicated in the PMs, SOPs and/or BMPs.
- C. CONTRACTOR shall repair or replace BHS equipment covered under this Agreement.
- D. CONTRACTOR shall maintain effective communication and coordination with the COUNTY and airlines, including timely and effective use of e-mail, telephones, etc., to ensure the COUNTY and airlines are aware of current equipment status, planned outages, injuries, vandalism, etc.
- E. CONTRACTOR shall follow all Transportation Security Administration (TSA) guidelines and shall ensure that alarmed or suspect bags are not placed onto the clear baggage line.
- F. CONTRACTOR shall obtain and pay the costs of any royalties and licenses for any patented or copyrighted items used in the performance of the work, and shall keep such current at all times.
- G. CONTRACTOR shall attend meetings as required by the COUNTY.
- H. CONTRACTOR shall maintain all System areas in a clean and safe condition, including removing all office waste, cleaning under and around conveyors, around and inside carousels, and removal of any refuse generated in the maintenance of the Systems. All such refuse shall be transported by CONTRACTOR to the COUNTY provided trash compactors/dumpsters.

- I. All areas surrounding the Systems, including carousels, under the conveyor sections and surrounding areas, shall be cleaned of debris by CONTRACTOR as needed, but not less than once on the a.m. shift and once on the p.m. shift for a minimum of two (2) times per day.
- J. CONTRACTOR shall clean and maintain the BHS right-of-way and lighting for the Systems including, but not limited to, wiping down conveyor belt side guards, cabinets, and other exposed and accessible components, ensuring to the degree practical they are free of dust, grime, etc.
- K. It shall be the responsibility of CONTRACTOR to promptly notify the COUNTY if an official in charge of compliance with the Occupational Safety and Health Act (OSHA) or any other regulatory COUNTY visits the work site.
- L. CONTRACTOR shall provide the COUNTY with complete, legible copies of all regulatory notices, violations, citations, etc., received by CONTRACTOR that pertain directly or indirectly to the fulfillment of this Contract.

**6. CONTRACTOR PROVIDED RESOURCES**

- A. CONTRACTOR shall furnish all necessary resources (i.e., labor, supervision, tools, materials, office equipment, Information technology, computers, software, servers, furniture and supplies, etc.), to fulfill all requirements and satisfactorily perform all Services described in this Contract in a safe, orderly, timely, efficient, and skillful manner. CONTRACTOR shall provide any additional resources to fulfill the requirements at no additional cost to the COUNTY.
- B. CONTRACTOR shall provide and maintain all safety equipment/devices, personal protective equipment, and clothing as required for its personnel.
- C. CONTRACTOR shall utilize 800 MHZ radios, provided and maintained by the COUNTY, for all key and on-site personnel. COUNTY shall provide to the CONTRACTOR a telephone unit for on-campus use in the office. CONTRACTOR may elect to utilize the COUNTY's Shared Tenant Services (STS) for additional phone and internet services.
- D. CONTRACTOR shall provide and use a digital camera and video recorder with date and time stamp capabilities to fulfill the requirements of this contract.
- E. CONTRACTOR shall provide and maintain, at a minimum, two (2) properly licensed service vehicles at the Airport at all times throughout the duration of the Contract. The service vehicles are required to transport

materials and supplies, CONTRACTOR personnel, and tools to various locations. CONTRACTOR shall further provide and maintain all necessary support vehicles (i.e. scissor lifts, forklifts, golf carts, etc.) required to effectively and efficiently operate, manage and support the Services necessary to fulfill the requirements of this Contract. All CONTRACTOR provided vehicles must be serviceable and in good condition. The COUNTY will not provide or reimburse CONTRACTOR for any expenses, including fuel, for these vehicles. All vehicles must comply with COUNTY driving regulations and security regulations including vehicle markings. The COUNTY reserves the right to reject a CONTRACTOR supplied vehicle that does not adequately satisfy the COUNTY's quality standards.

- F. CONTRACTOR shall provide equipment for the proper transportation, receiving, unloading, and disbursement of its equipment, including protection of the same.

## **7. COUNTY PROVIDED RESOURCES**

- A. Work Location: The COUNTY shall provide a work location for all CONTRACTOR employees.

1. The COUNTY will provide CONTRACTOR office, workshop and storage space(s) at the Airport. The COUNTY will designate the location(s) and has the authority to reallocate such areas as necessary.
2. CONTRACTOR shall keep such areas clean and orderly at all times.
3. CONTRACTOR shall keep the office door locked whenever possible.
4. CONTRACTOR shall not allow persons who do not possess a current Airport security badge to remain in the on-site office unescorted.
5. CONTRACTOR shall not store any items, not related to the Contract, anywhere on the Airport.

- B. Operations and Maintenance Manuals

1. The COUNTY will allow CONTRACTOR to use the Systems' O&M manuals as provided by the OEM.
2. CONTRACTOR shall utilize these manuals only for work being performed at the Airport. The manuals shall be returned to the

COUNTY at the end of the Contract term in the condition in which they were received.

3. COUNTY Computer Network Access

- a) The COUNTY will provide CONTRACTOR with access to the Airport's network for the sole purpose of fulfilling the requirements of this Contract. The COUNTY may, to verify compliance of this requirement, monitor CONTRACTOR's computer usage.
- b) CONTRACTOR's computer systems and related equipment shall remain at the Airport at all times. These computer systems, related equipment and data is remain the property of the COUNTY.
- c) CONTRACTOR shall not allow unauthorized users to operate or use the computers.
- d) CONTRACTOR shall be responsible for immediately notifying the COUNTY of any computer malfunctions or troubles that could affect the Airport's network.
- e) CONTRACTOR shall take all steps necessary to ensure proper computer access and security practices are in place so as to not compromise the COUNTY's network and to ensure compliance with the COUNTY's technology standards.

4. Other COUNTY Provided Resources

- a) The COUNTY shall provide limited fire prevention equipment within the facilities. The COUNTY shall provide reasonable utilities (electric, water, etc.) used in the operations and maintenance of the Systems.
- b) Upon expiration or termination of the Contract, CONTRACTOR shall return to the COUNTY, in good condition, all COUNTY-provided resources, including all security devices, airport keys, radios, manuals, computers, servers, software, tools, security badges, offices, furniture, storage areas, work areas and all other Airport identification.

**8. SECURITY REQUIREMENTS**

- A. CONTRACTOR shall secure and safeguard all keys, key cards, and any other entry devices and codes provided by the COUNTY. CONTRACTOR shall maintain a record of the key numbers issued to its personnel. These requirements shall also be applicable to all individuals with regard to

access, removal, and/or possession of any information, confidential data, materials, supplies, or equipment.

- B. CONTRACTOR shall not duplicate these items and shall not allow any such items to be duplicated.
- C. All keys and other entry devices used by CONTRACTOR personnel in the performance of the Work shall be returned to the COUNTY upon expiration or termination of the Contract.
- D. CONTRACTOR shall immediately report to the COUNTY all keys and/or security badges issued to it by the COUNTY that are lost or stolen.
- E. CONTRACTOR shall ensure that, under no circumstances, any of its personnel shall enter an area not authorized for access by CONTRACTOR. All CONTRACTOR personnel and subcontractors will be required to be badged.

## **9. SAFETY REQUIREMENTS**

- A. CONTRACTOR shall comply with all OSHA standards and regulations.
- B. CONTRACTOR shall provide personnel with, and ensure their use of, safety devices/apparel described below, while working at the Airport:
  - 1. Approved back support and protective devices
  - 2. Eye protection in compliance with ANSI Z87.1.-1968
  - 3. Hearing protection
  - 4. Safety shoes
  - 5. Bump caps
  - 6. Other safety devices/apparel as conditions warrant
- C. The COUNTY reserves the right, at its discretion, to inspect all areas for safety violations, direct CONTRACTOR to make immediate improvement of necessary conditions and/or procedures, and/or stop the Work if other hazards are identified.
- D. In the event the COUNTY should elect to stop Work due to any safety hazard after CONTRACTOR has been notified and provided ample time to correct, CONTRACTOR shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the Work stoppage. CONTRACTOR shall pay all additional expenses and damages to users of the BHS.
- E. Aisles, passageways, alleyways, entrances, exits and rights-of-way to fire protection equipment must be kept unobstructed at all times. All areas of



the Systems, including under the conveyor sections and surrounding areas, shall be cleaned of debris by CONTRACTOR as needed, but not less than once on the a.m. shift and once on the p.m. shift for a minimum of two (2) times per day.

- F. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Contract. CONTRACTOR shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage to the building, systems, equipment and vehicles.
- G. Damage caused by CONTRACTOR to COUNTY owned property shall be repaired and have any needed replacements made to the satisfaction of the COUNTY at the expense of CONTRACTOR. The COUNTY, at its sole direction, may elect to repair or replace the damaged property, and deduct such costs from monies due CONTRACTOR.

#### **10. SPECIAL CONDITIONS**

- A. The COUNTY shall provide a normal work location for all CONTRACTOR employees.
- B. COUNTY may provide information to enable CONTRACTOR to render Services hereunder, or CONTRACTOR may learn information about Property or develop such information from COUNTY. CONTRACTOR agrees:
  - 1. To treat and to obligate CONTRACTOR's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by COUNTY as confidential.
  - 2. Not to disclose any such information or make available any reports, recommendations, and/or conclusions which CONTRACTOR may make on behalf of COUNTY to any person, firm, or corporation or use the same in any manner, whatsoever, Without first obtaining COUNTY's Written approval, except to the extent necessary when required by law.
  - 3. CONTRACTOR shall not, in the course of performance of this Agreement or thereafter, use or permit the use of COUNTY's name or the name of any affiliate of COUNTY, or the name, address, or any picture or likeness of or reference to the Property in any advertising, promotional, or other materials prepared by or on behalf of CONTRACTOR without the prior written approval of COUNTY. Notwithstanding the foregoing, CONTRACTOR may use COUNTY's name or refer to the Property when listing its experience as part of the qualification process for future work.
- C. CONTRACTOR shall maintain full disclosure in writing to the COUNTY of any professional/contractual relationships with any Airport tenants.

D. Service Deficiencies:

1. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and coordination of all Services furnished under this Contract. CONTRACTOR shall, without additional compensation, correct or revise any deficiencies in the Services at the earliest possible time.
2. Some Services required under this Contract are time-sensitive and cannot be effectively delivered at a later time. The COUNTY has sole authority to determine whether a service deficiency is time-sensitive. The COUNTY will give written notice to CONTRACTOR of deficiencies in time sensitive service items within twenty-four (24) hours of discovering the time-sensitive service deficiency.
3. Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the Services required under this Contract shall be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by CONTRACTOR's negligent performances of any of the Services furnished under this Contract.
4. In no event shall CONTRACTOR, its subcontractors, or their officers or employees be liable for County's special, indirect, or consequential damages in excess of the actual amount paid by an insurer as a result of any claim made with respect to such matter under CONTRACTOR's insurance policies (the "Liability Cap"). This Liability Cap shall not apply to (1) third-party bodily injury or property damage to the extent caused by CONTRACTOR, or (2) fines imposed by a governmental authority where the proximate cause was the negligent act or omission of CONTRACTOR.

E. Vandalism Incidents:

1. CONTRACTOR shall respond to all calls for suspected vandalism that involve equipment covered by this Contract. If CONTRACTOR finds suspected vandalism damage to the equipment, CONTRACTOR shall secure the equipment, contact the Airport Communication Center at (916) 874-0456 and request a response, and wait at the equipment until law enforcement/Operations respond and prepare an incident report.
2. CONTRACTOR shall immediately notify the COUNTY via e-mail and telephone of each occurrence of suspected vandalism. This notification shall include electronic photographs of the damage if possible, along with a description of the damage, report number, probable cause, and estimated cost or extent of damage.

F. Contingency Plans:

1. CONTRACTOR shall develop contingency plans based on all modes of operation described in the BHS O&M manuals to ensure maximum System availability during operating hours. CONTRACTOR

shall evaluate and propose improvements to existing contingency plans, and develop new or additional contingency plans as needed. These contingency plans include, but are not limited to:

- a) Disaster recovery plans for BHS equipment failures.
- b) Mitigation plans for all modes of operation as designed by the BHS OEMs.
- c) The orderly shutdown/startup and coordination with the TSA of the BHS due to a security breach.

G. Training:

1. CONTRACTOR shall comply with the Training Plan submitted with its response to the RFP, as may be amended and shall be subject to COUNTY review and approval, and attached hereto as Attachment E.
2. The COUNTY reserves the right to review and approve all training materials and attend classroom training.

H. Quality Control Program

1. CONTRACTOR shall comply with the Quality Control Program submitted with its response to the RFP, as may be amended and shall be subject to COUNTY review and approval, and attached hereto as Attachment F.

I. Volatile Organic Chemical Requirements

1. CONTRACTOR is responsible for collecting, accumulating, recycling, and/or off-site disposal of its hazardous and toxic waste off the Airport in compliance with federal, state, and local laws governing hazardous waste storage and disposal.

J. Hazardous Waste

1. CONTRACTOR shall provide the COUNTY with documentation of hazardous materials or wastes that are accumulated, handled, generated, or disposed of by CONTRACTOR's operations. The documentation shall demonstrate the adequacy of the handling and disposal operations used by CONTRACTOR and will demonstrate that CONTRACTOR activities will not result in contamination of Airport property. CONTRACTOR's compliance with providing the COUNTY with documentation does not represent the COUNTY's approval of CONTRACTOR's handling or disposal of hazardous materials or waste.
2. In the event of a hazardous material spill, CONTRACTOR shall notify the Airport Communication Center at 911. CONTRACTOR shall be responsible for all clean-ups, site remediation and disposal costs, including hazardous waste response teams that may be required at the site.
3. Unless otherwise approved in writing by the COUNTY in advance, CONTRACTOR shall remove all hazardous waste materials from the Airport at the end of each workday.

4. Hazardous materials that are temporarily stored at the Airport, with prior written consent of the COUNTY, shall be placed in containment devices that are capable of containing 110% of the volume of the substance in the event of a spill.

K. Lost and Found Property

1. CONTRACTOR shall immediately turn in to the COUNTY all property found on Airport, including any items that are lost from luggage, upon the completion of the following:
  - a) Take measures to protect any personally identifying information of lost items such as identification cards, credit cards, etc., in accordance with COUNTY regulations.
  - b) Tag the item and note the location where the item was found and the date found.
  - c) Include the name of the person turning in the item, and a brief description of the item.
  - d) Maintain a log of lost and found items.
2. CONTRACTOR shall deliver found items to the County Lost and Found Office within two (2) hours or requested assistance from Airport Operations. Under no circumstance shall any found items be returned to CONTRACTOR.

**11. EQUIPMENT PERFORMANCE REQUIREMENTS**

- A. CONTRACTOR shall meet or exceed the performance requirements described in this Section, as calculated on a Weekly basis.
- B. CONTRACTOR response time to any type of fault conditions, including bag jams, shall not exceed three (3) minutes. Failure to meet the stipulated response time 95% of any given month will trigger a review and adjustment of the staffing plan to meet the response time.
- C. Each BHS has been designed to achieve and maintain a rate equivalent to the throughput capacity of the total number of EDS in that System. CONTRACTOR shall operate and maintain the BHS at all times to continuously achieve these rates.
- D. Reliability of each Subsystem shall be measured in terms of "Subsystem Availability" (SA) of each Subsystem. Availability of each Subsystem is determined from the definitions and formula contained in this Section.
- E. A failure is defined as any malfunction of a Subsystem assembly or subassembly that stops normal operations. A failure shall be charged against the Subsystem that causes the failure. The following shall not be deemed failures:

1. A malfunction due to causes outside the Subsystem such as sabotage, general power outage, etc.
  2. Malfunctions due to baggage jams not caused by failure of a Subsystem component, assembly or subassembly.
  3. Malfunctions due to products or services outside the control of CONTRACTOR.
  4. Damage from vehicle traffic such as tugs, carts, etc.
  5. Incipient failures that are detected and repaired without affecting normal operation of the Subsystem.
  6. Malfunction of a redundant computer pair where the repair time does not affect normal operation of the System or Subsystem.
  7. Malfunction of a portion of the System or Subsystem that degrades but does not completely stop operation (i.e., sortation).
  8. Malfunction of any EDS device in the BHS.
- F. In the event of all fallback or fault conditions, CONTRACTOR staff shall consult and advise the COUNTY's designated representative responsible for all BHS operational decisions.
- G. Manual encoding shall be staffed by CONTRACTOR personnel, and EDS Subsystems shall be staffed by the TSA.
- H. Scheduled Operating Time (ST): The system shall be made available as needed twenty-four (24) hours a day.
- I. Repair Time (RT): The interval of time between initiation of repairs and return of the Subsystem to operation.
- J. Subsystem Availability (SA): Subsystem availability is defined as follows:

$$SA_1 = \frac{ST - RT}{STn(n = \text{Subsystem number})}$$

- K. System Availability (A1): CONTRACTOR shall meet or exceed the performance requirements described in this Section, as calculated and submitted to the COUNTY on a Weekly basis.

System Availability is defined as follows:

$$A = \frac{SA_1 + SA_2 + SA_3 \dots \text{ect.}}{(N = \text{total number of Subsystems})}$$

- L. The BHS shall have a System Availability of not less than 99% in a month. If the System Availability is less than 99%, the performance table in Section 12 shall be used to determine payment.

- M. CONTRACTOR shall maintain all tracking devices (servers, software, encoders, photo-eyes, Automatic Tag Readers (ATRs)) and interfaces (remote I/O devices, Programmable Logic Controllers (PLCs)), etc., in order to achieve 99.0% continuous sortation accuracy from an encoded position (ATR or manual encoding), calculated on a weekly basis, for the total number of bags input into the BHS. Sortation accuracy is defined as encoded baggage that is sorted correctly to the assigned carousel or pier. Baggage that is sorted to the incorrect carousel or pier is classified as a miss-sort. If sortation accuracy is less than 99%, the performance table in Section 12 shall be used to determine payment.
- N. CONTRACTOR will maintain all tracking devices (servers, software, encoders, photo-eyes, flex I/O devices, PLCs, etc.) in order to achieve 99% continuous tracking accuracy from an encoded position (ATRs or manual encoding), calculated on a weekly basis, for the total number of bags input into the BHS. Tracking accuracy is defined as the System's ability to identify and control the location of baggage. If continuous tracking is less than 99%, the performance table in Section 12 shall be used to determine payment.
- O. If any single performance requirements from Sections 11 L, 11 M or 11 N herein are not achieved, the table in Section 12 shall be applied to the CONTRACTOR's total invoice amount for the month. If the CONTRACTOR fails to meet multiple performance requirements from Sections 11 L, 11 M or 11 N, all of the performance payment factors shall be factored to calculate the monthly invoice amount due to the CONTRACTOR.
- P. The ATRs shall be maintained by CONTRACTOR per the OEM's recommended procedures. Cleaning of individual read heads will be performed as necessary and at least twice a day (at System start-up in the morning and mid—afternoon). The minimum Weekly average read rate maintained for originating baggage will be 90% successful reads of all 10-digit codes. This figure does not apply to hand written tags or noncompliant tags that negatively impact actual read rates. Noncompliant tags shall include those that cannot be read due to their physical locations on the baggage that prevents the ATRs from reading the tag. Improper tag stock or poorly aligned print heads may also produce non-compliant tags. If another system for reading baggage sortation information is installed, the new successful read rate standard shall be agreed to by the CONTRACTOR and COUNTY.
- Q. CONTRACTOR shall operate, maintain and repair the air conditioning and/or fan units for the Motor Control Panel (MCP) and PLC cabinets, according to OEM specifications to maximize performance and minimize System outages, and must have certified personnel or subcontractors to do so.

- R. CONTRACTOR shall not make changes to the PLCs without prior approval from the COUNTY. However, CONTRACTOR shall maintain PLC components and work cooperatively with the COUNTY or COUNTY's designee in the maintenance and replacement of PLCs as needed.
- S. CONTRACTOR shall perform major PM Services during non-operational airline hours.

## 12. **PERFORMANCE CRITERIA**

- A. For any calendar month of this Agreement that the BHS does not achieve performance criteria as stipulated in Sections 11 L, 11 M or 11 N, the table below shall be used as a "Payment Factor" to calculate the final monthly payment.

### **Performance Table**

<u>Performance Requirement</u>	<u>Payment Factor</u>
99.0 – 100	1.000
98.9 – 98.99	0.991
98.8 – 98.89	0.981
98.7 – 98.79	0.971
98.6 – 98.69	0.961
98.5 – 98.59	0.951
98.4 – 98.49	0.941
98.3 – 98.39	0.931
98.2 – 98.29	0.921

- B. Applying any such Payment Factor shall be the COUNTY's sole remedy, and CONTRACTOR's sole liability, for failure to meet Performance Requirements.
- C. If more than one equipment performance requirement in Section 11 L, M or N is not achieved, each of the three payment factors shall be factored to calculate the monthly invoice.

## 13. **PARTS AND MATERIALS**

- A. The COUNTY will establish a stock of critical parts as defined by the BHS

CONTRACTOR. The CONTRACTOR shall regularly review and monitor the critical parts inventory and make recommendations to the COUNTY for changes if necessary, to ensure Contract performance will not be impeded. Any input from CONTRACTOR for critical spare parts to be added to or removed from the inventory shall be submitted to the COUNTY, in writing, for approval.

- B. Materials: The term "Materials" shall include all tangible property, whether designated as materials, goods, parts, or otherwise. All such materials shall be:
1. New.
  2. High quality and suitable for their intended uses.
  3. Obtained from or recommended by original manufacturers of equipment for replacement or repair, including parts redesigned by and recommended as replacement parts by the original equipment manufacturers. Equivalent parts may be used if approved by COUNTY in writing.
  4. If new parts are not available, repaired parts shall be rebuilt to "like new" condition.
  5. All materials shall be delivered and stored at the Property and are property of the COUNTY.
  6. Storage of materials shall be in areas designated and approved by the COUNTY. No open storage of materials shall be permitted. CONTRACTOR shall stock appropriate parts and supplies to maximize beneficial usage of equipment covered by this Agreement.
  7. CONTRACTOR shall be responsible for replacement of obsolete parts. CONTRACTOR shall contact the COUNTY to demonstrate that such parts or equal parts are not available, prior to submitting costs to replace the part. Labor for removal and replacement of parts agreed to as being obsolete, shall be the responsibility of the CONTRACTOR.
  8. Annually, the CONTRACTOR shall determine, based on the Systems in Attachment A and the Scope of Work, the anticipated annual cost required to account for items identified in Parts and Materials Section 13 C below. The annual cost shall be submitted to the COUNTY on or before November 1, which will be the basis for the following years budget cycle which starts July 1.
- C. CONTRACTOR shall replenish all parts drawn from the stock:
1. Items shall be reimbursed by the COUNTY in accordance with the Price List, to be mutually agreed by the parties, plus actual costs for shipping and handling. Parts shall not exceed actual or market cost, plus 5%.
- D. The COUNTY shall reimburse CONTRACTOR for all parts, non-stock, and materials that have prior written consent of the COUNTY. There shall be no mark-up on shipping and handling costs.
- E. The Parts List will be reviewed annually and prices may be adjusted upon mutual



- agreement of the parties.
- F. The COUNTY shall own all spare parts, which shall be stored onsite. The COUNTY will oversee CONTRACTOR's management of the entire inventory stock and the associated stock list. CONTRACTOR will be required to update the stock list monthly, and to notify the COUNTY of any changes to the inventory stock list.
  - G. CONTRACTOR shall purchase only parts and/or materials that meet or exceed OEM specifications, unless approved in advance, in writing, by the COUNTY.
  - H. CONTRACTOR shall establish an Inventory Management Plan as submitted with its response to the RFP, as may be amended and shall be subject to COUNTY review and approval, and attached hereto as indicated in Attachment G. CONTRACTOR shall follow the plan as approved by the COUNTY and be responsible for the managing the inventory, storage, procurement, replenishment and safekeeping of the inventory.
  - I. CONTRACTOR shall utilize the CMMS or other COUNTY approved software to manage and document procurement and usage of the inventory.
  - J. CONTRACTOR shall schedule its own supply deliveries. CONTRACTOR shall arrange to have deliveries made during loading dock hours. CONTRACTOR shall provide equipment for the proper transportation, receiving, unloading, and disbursement of parts and materials, including protection of the same.
  - K. Prior to initial use of any products or materials, CONTRACTOR shall provide the following submittals for review and approval by the COUNTY
    1. Manufacturer's product data and literature.
    2. Manufacturer's installation recommendations.
    3. Samples, if required by the COUNTY.
    4. Safety Data Sheet.
  - L. If certain materials procured by the CONTRACTOR do not appear on a published price list, CONTRACTOR may be required to provide evidence that the charges are comparable to those given to other preferred customers of CONTRACTOR.
  - M. CONTRACTOR shall not remove damaged or failed parts from the Airport without the COUNTY's prior written consent.

**14. FIELD INSPECTIONS AND COUNTY'S RIGHT TO AUDIT SERVICES**

- A. All Services rendered under this Contract are subject to COUNTY inspection, either scheduled or unscheduled, both during and after completion of work. The COUNTY's inspection is not a substitute for adequate and consistent quality

- control by CONTRACTOR.
- B. The COUNTY has the right, at all times, to inspect Services performed, and CONTRACTOR's craftsmanship and materials furnished/utilized in the performance of such Services, to the extent practicable. The COUNTY shall perform inspections, as it deems necessary, throughout the term of the Contract. Inspections shall be conducted in a manner that will not unduly impact CONTRACTOR's work or baggage throughput.
  - C. The COUNTY has the right to arrange for a third party to conduct a condition assessment on the Systems to identify and analyze equipment failures and performance of CONTRACTOR.
  - D. If any of the Services do not conform to Contract requirements, the COUNTY may require CONTRACTOR to perform the Services again in conformity with Contract requirements, at no additional cost to the COUNTY.
  - E. If, after having been directed by the COUNTY to correct a deficiency, CONTRACTOR fails to promptly perform the Services again or fails to take the necessary action to ensure future performance is in conformity with Contract requirements, the COUNTY may:
    - 1. Perform the Services and charge CONTRACTOR any cost incurred by the COUNTY directly related to the performance of such service, plus the Administrative fee applied to other services performed at the Airport on behalf of tenants/service providers.
    - 2. Terminate the Contract for default.
  - F. The COUNTY reserves the right, to audit CONTRACTOR's books and records relative to the performance of service under this Contract. The COUNTY shall request the information in writing and the CONTRACTOR shall deliver the documentation to the COUNTY to fully satisfy the request. All records pertaining to this Contract shall be kept on a generally accepted accounting basis for a period of three (3) years following termination of the Contract.

#### **IV. PART 2 – ADDITIONAL TERMS AND CONDITIONS**

##### **I. BONDS**

- A. Bidders shall include with their bid response, documentation from their bonding company stating the CONTRACTOR is bondable to the amounts stated below.
- B. Prior to contract execution, the CONTRACTOR must file with the COUNTY, and thereafter maintain two (2) adequate corporate surety bonds. One, a sum not less than one hundred percent (100%) of the amount bid for one year, to guarantee the faithful performance of the contract. A second corporate surety

bond in a sum not less than fifty percent (50%) of the contract annual amount, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies and equipment used in the performance of the contract.

- C. Corporate sureties on these bonds must be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties must be satisfactory to the COUNTY.

**V. PART 3 EQUIPMENT SCHEDULE AND REPORTING REQUIREMENTS**

**I. BAGGAGE HANDLING SYSTEM REPORTING REQUIREMENTS:**

- A. The CONTRACTOR shall be responsible for providing daily, weekly, and monthly Baggage Handling System reports. Unless otherwise identified, all reports are to go to the COUNTY.

- 1. Daily
  - a) Airline Reports CONTRACTOR shall develop and maintain daily all reports required by the airlines, in the format defined by the airlines. It is CONTRACTOR's responsibility to comply with the airlines reporting requirements generated by the Systems.
  - b) Baggage Jam Report: CONTRACTOR shall develop and maintain daily a report in MS Excel or other COUNTY approved format that documents all instances of baggage jams in the BHS. This report shall include, at a minimum, time and date of occurrence, sections of conveyance systems where the jams occurred, affected airline(s), quantity of bags, which technician(s) responded and System downtime duration.
  - c) Equipment Status Report: CONTRACTOR shall provide the COUNTY an Equipment Status Report, daily via e-mail, of all units that have been placed out of service. CONTRACTOR shall ensure information regarding equipment status is passed to CONTRACTOR's incoming shift from CONTRACTOR's preceding shift. CONTRACTOR shall include unit number, location, reason for the unit(s) being out of service, date and time out-of-service status began, estimated duration of outage, and any anticipated impact to the airlines. CONTRACTOR shall report to the COUNTY's designated representative when the equipment is placed back in service.
  - d) Miss-sort Baggage Report: CONTRACTOR shall develop and maintain a daily report in MS Excel or other COUNTY-approved format that documents all outbound baggage traveling through the sortation system that is not directed to the correct Make-up Unit and or Sort Pier. This report shall include, at a minimum, date and time of occurrence, Baggage Sortation Message code of bag, Make-up Unit / Sort Pier where bag was intended to arrive, Make-up Unit / Sort Pier where bag arrived, affected airline, and

- suspected cause of the mis-sort. CONTRACTOR shall use a bar code verifier to generate a report on condition of airline bag tags.
- e) Outbound Processed Baggage Report: CONTRACTOR shall develop and maintain a daily report in MS Excel or other COUNTY-approved format that documents the quantity of baggage processed through the outbound sortation system on an hourly basis. This report shall be categorized by date and hour and shall include total quantity of bags processed on each main line.
  - f) Shift Activities Report: CONTRACTOR shall, at the beginning of each shift, notify the ADR and any other COUNTY-designated personnel, via e-mail, of Shift Activities of all units CONTRACTOR intends to remove from service for corrective maintenance. CONTRACTOR shall include unit number, unit type, location, reason for unit being out of service, and estimated duration of outage. Such notification must occur immediately by telephone if customer service is interrupted.
  - g) System Downtime Report: CONTRACTOR shall develop and maintain a report in MS Excel or other COUNTY-approved format that documents all instances of non-PM related System outages. This report must be provided to the COUNTY on a daily basis. This report shall include, at a minimum, date and time of notification, CONTRACTOR response time to problem, sections of System affected, responding technician(s), cause of System downtime and System return to service date and time.
  - h) TSA Report: CONTRACTOR shall develop and maintain daily, all reports required by the TSA, in the format defined by the TSA. It is CONTRACTOR's responsibility to comply with TSA reporting requirements generated by the Systems.

2. Weekly

- a) Quality Control Inspection Report: CONTRACTOR shall develop and maintain a weekly Quality Control Inspection Report in a COUNTY-approved format. This report shall include, at a minimum, those items identified in CONTRACTORs Quality Control Program.
- b) System Downtime Report: CONTRACTOR shall develop and maintain a report in MS Excel or other COUNTY approved format that documents all instances of non-PM related System outages. This report must be provided to the COUNTY on a weekly basis. This report shall include, at a minimum, date and time of notification, CONTRACTOR response time to problem, sections of System affected, responding technician(s), cause of System downtime and System return-to-service date and time.
- c) IT Report: CONTRACTOR shall develop and maintain weekly, all reports of IT issues, in a COUNTY-approved format. This report shall include, at a minimum, a list of items IT issues not operating as designed, date issue started, ticket number, service provider, projected resolution date, details of actions for resolution. (High

level, low level, PLC, Computers, Servers, Information Technology, etc.)

3. Bi-Monthly

- a) PM Schedule Deviation Report: CONTRACTOR shall develop and submit a PM Schedule Deviation Report that documents all PM's not completed on time as originally scheduled. For all outstanding work, CONTRACTOR shall include a proposed schedule for accomplishment, and a complete explanation as to why work: was unable to be performed. CONTRACTOR shall submit the PM Schedule Deviation Report to the COUNTY on the second and fourth Wednesdays of each month.
- b) Monthly
- c) BHS Report: CONTRACTOR shall provide a monthly executive summary of BHS reports in a COUNTY-approved format to include appropriate tables, graphs, etc.
- d) BHS Reset Report: CONTRACTOR shall develop and maintain a monthly BHS Reset Report in a COUNTY-approved format. This report shall include, at a minimum, the date, time, cause, Corrective Action taken and completion time of all resets during the month.
- e) Critical Parts Inventory and Usage Report: CONTRACTOR shall develop and maintain a monthly Critical Parts Inventory and Usage Report in a COUNTY- approved format. This report shall include, at a minimum, those items identified in CONTRACTOR's Inventory Management Plan.
- f) Equipment Data Evaluation Report: CONTRACTOR shall develop and maintain a monthly Equipment Data Evaluation Report in a COUNTY-approved format. This report shall include, at a minimum, ATR read rate statistics, photo-eye statistics, motor overload statistics, and failsafe statistics.
- g) PM Schedule: CONTRACTOR shall provide the COUNTY, five (5) business days prior to the end of each month, a CMMS generated equipment PM schedule which details CONTRACTOR's PM schedule for the upcoming month. At a minimum, the report shall contain work order number, PM type, unit number, equipment description, and work order origination date.
- h) System Availability Report: CONTRACTOR shall develop and maintain a monthly System Availability Report in a COUNTY-approved format. This report shall include, at a minimum, the calculations for Subsystem and System Availability as defined in Section 11 J and 11 K. The System Availability Report shall contain all supporting documentation.
- i) System Downtime Report: CONTRACTOR shall develop and maintain a report in MS Excel or other COUNTY-approved format that documents all instances of non-PM related System outages. This report must be provided to the COUNTY on a monthly basis. This report shall include, at a minimum, date and time of

- notification, CONTRACTOR response time to problem, sections of System affected, responding technician(s), cause of System downtime and System return to service date and time.
- j) Trend Analysis Report: CONTRACTOR shall perform trend analyses for all equipment covered by this Contract and shall provide monthly reports identifying, at a minimum, outage trends, bag jamming trends, etc.
  - k) Work Order Status Report: CONTRACTOR shall provide the COUNTY a weekly, a CMMS-generated Work Order Status Report that details all incomplete and completed work orders generated during the previous month. At a minimum, the report shall contain work order number, PM type/service required, brief description of work, equipment description, account code, origination date and completion date.
  - l) Support Request Status Report: CONTRACTOR shall provide the COUNTY a weekly, Support Request Status Report that details all incomplete and completed work requests to offsite resources. At a minimum, the report shall contain a work request number, the entity the requested service was made to, the date requested, projected resolution date, requested service and any status change from the previous month's request.
  - m) Annually
  - n) Critical Parts Inventory and Usage Reports: CONTRACTOR shall develop and maintain an annual Critical Parts Inventory and Usage Report in a COUNTY-approved format. This report shall include, at a minimum, those items identified in CONTRACTOR's Inventory Management Plan.
  - o) Trend Analysis Report: CONTRACTOR shall perform trend analyses for all equipment covered by this Contract and shall provide annual an report identifying, at a minimum, outage trends, bag jamming trends, etc.
  - p) As Needed
  - q) Accident Reporting: CONTRACTOR shall provide a formal report of all accidents and/or injuries that occur and involve the equipment and/or personnel covered by this Contract via email to the ADR no later than two (2) hours after the occurrence. This report shall identify all parties involved, location, times and suspected cause of incident.
  - r) Failure Analysis Report: Corrective Actions shall be documented in a Failure Analysis Report, within three (3) business days, in a COUNTY-approved format.
  - s) Vandalism: CONTRACTOR shall, within three (3) business days of any instance of suspected vandalism, provide the COUNTY date-stamped digital photographs, a complete statement of justification for repairs, a Police Incident Report Number, a Work Order

Request Number, Equipment History Database Reference Number, and an estimated cost and time breakdown to complete the repairs.

## **II. DOCUMENTATION**

- A. All documents including but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analyses, studies or any other original works of authorship created by CONTRACTOR in the performance of this Contract are to be and remain "works for hire" under Title 17, United States Code, and the property of the COUNTY and all copyright ownership and authorship rights in the work(s) shall belong to the COUNTY pursuant to 17 U.S.C. § 201 (b). In the event that work(s) that is/are the subject matter of this Contract is deemed to not be work for hire, then CONTRACTOR hereby assigns to the COUNTY all of the right, title and interest for the entire world in and to the work(s) and the copyright therein. CONTRACTOR agrees to cooperate and execute additional documents reasonably necessary to conform to its obligations under this paragraph. All documents, together with all unused materials supplied by the COUNTY, are to be delivered to the Airport Director upon termination of this Contract before the final payment is made to CONTRACTOR.
- B. There shall be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the COUNTY. Should the COUNTY, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Contract, then, and in that event, upon written demand, CONTRACTOR shall relinquish to the possession and control of the COUNTY its entire file related to this Contract and only those portions of said file deemed by the COUNTY to be not privileged shall be returned to CONTRACTOR pending the resolution of the existing or anticipated litigation.
- C. All documents prepared by CONTRACTOR shall be prepared in a format and at a quality approved by the COUNTY.
- D. CONTRACTOR shall review all documents provided by the COUNTY related to the performance of the Services and shall promptly notify the COUNTY of any defects or deficiencies discovered in such review.
- E. CONTRACTOR shall provide timely and periodic submittals of all documents required of CONTRACTOR, including subcontracts, if any, as such become

available to the COUNTY for review.

### **III. TRANSITION PLAN**

A. CONTRACTOR shall comply with the Transition Plan proposed in its response to the RFP, as may be amended and subject to COUNTY review and approval, and attached hereto as Attachment H.

1. Key Personnel

- a) The COUNTY shall provide telephone numbers, e-mail addresses, and mailing addresses, including 24 hour cell phone contact for COUNTY key personnel as warranted by the COUNTY.
- b) CONTRACTOR shall provide the COUNTY with telephone numbers, e-mail addresses and mailing addresses, including 24 hour cell phone contact for its key personnel as requested by the COUNTY.
- c) CONTRACTOR shall further provide the COUNTY with telephone numbers, e-mail addresses and mailing addresses for all third-party or OEM technical support utilized in the operation and maintenance of the Systems
- d) The COUNTY shall have the right, in its sole discretion, to approve or reject any key personnel selected by CONTRACTOR at any time.

2. Fixed Improvements and Operating Facilities

- a) Fixed Improvements include any improvements, fixtures, additions, annexations or alterations to the job sites or a portion thereof that cannot be removed or changed without material damage to, or destruction of, either itself or the Airport or a portion thereof. All Fixed Improvements at the Airport shall require the COUNTY's prior written consent, improvements shall comply with the COUNTY's Tenant Improvement Process.
- b) CONTRACTOR shall have no right during the term of the Contract to demolish or remove, in whole or in part, any Fixed Improvements at the Airport except with the COUNTY's prior written consent, which may, at its discretion, be conditioned on the obligation of CONTRACTOR to replace the same by a building structure or improvements, which shall be left in place and title to them shall transfer to the COUNTY unless otherwise acquired in writing by both CONTRACTOR and the COUNTY.

3. Subcontracted Service Providers:

- a) CONTRACTOR shall not engage subcontractors for any portion of the Services in this Contract without the express prior written permission of the COUNTY.
- b) Such permission, if granted, shall in no way lessen the responsibility of CONTRACTOR to perform in accordance with this Contract and shall in no way create any relationship, contractual or



otherwise between the COUNTY and any subcontractor. Any subcontractor shall be bound to the terms and conditions of this Contract.

4. Subcontracted Service Providers Records
  - a) The COUNTY shall have access, at CONTRACTOR's principal local place of business and during normal business hours, to all records and documents of CONTRACTOR directly relating to labor and materials used in the performance of the Services as defined under this Contract.
  - b) Such documents and records shall include, but not be limited to, time cards, payroll records, work orders, and related reports provided to unions, vendors invoices, cancelled checks and published price lists, including discount items, of CONTRACTOR relating to any amounts for which CONTRACTOR has been compensated, or for which CONTRACTOR claims it should be compensated.
  - c) The COUNTY's access to records for the purposes of managing the day-today work is in addition to the right to audit as outlined in the Contract.

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

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

**I. VERIFICATION OF COVERAGE**

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

**II. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

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

### III. **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits no less than:

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

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

- B. AUTOMOBILE LIABILITY:
  - 1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$5,000,000 Combined Single Limit.
  - 2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
- C. WORKERS' COMPENSATION: Statutory.
- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

#### **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. CONTRACTOR EQUIPMENT**

The CONTRACTOR, and each of its SUB-CONTRACTORS, shall separately insure its own equipment for loss and damage. The CONTRACTOR's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the COUNTY, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the CONTRACTOR's property or equipment (owned, leased or borrowed) in connection with work performed under this Agreement by the CONTRACTOR.

#### **VII. ENVIRONMENTAL LIABILITY INSURANCE**

The CONTRACTOR, or its environmental SUB-CONTRACTOR, shall procure, maintain, and keep in force at all times during the term of the Agreement, at the CONTRACTOR's sole expense, Contractor's Pollution Liability insurance which includes coverage for pollution arising out of the handling or hazardous materials or hazardous wastes, and coverage for liability arising out of the handling of asbestos with limits not less than:

Each Occurrence or Claim:	\$2,000,000
General Aggregate:	\$2,000,000

If coverage for Environmental Liability insurance is written on a claims-made form, the following provisions apply:

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

#### **OTHER INSURANCE PROVISIONS**

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

A. All Policies:

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide the COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

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

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

#### **VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

- A. **ADDITIONAL INSURED STATUS:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as

respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.

- B. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. PRIMARY INSURANCE: For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- D. SEVERABILITY OF INTEREST: The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

#### **VIII. WORKERS' COMPENSATION**

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

#### **IX. PROPERTY**

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

1. The COUNTY shall be named as loss payee.

2. The Insurer shall waive all rights of subrogation against the COUNTY.

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

**X. NOTIFICATION OF CLAIM**

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

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

**BUDGET REQUIREMENTS**

**I. MAXIMUM PAYMENT TO CONTRACTOR**

**II. AGREEMENT AMOUNT AND ANNUAL ADJUSTMENT**

- A. During the initial twelve (12) month term of this Agreement, COUNTY shall pay CONTRACTOR the sum of \$\_\_\_\_\_, including all applicable taxes, for faithful performance of Services completed for the prior month's service subject to the following:
3. The fee schedule submitted as required in Exhibit C shall be the cost basis for the applicable year. Each years cost shall be divided by 12 to determine the monthly cost. There shall be no additional charges for overhead, benefits, travel or administrative support.
  4. One hundred twenty days (120) prior to the expiration of the initial term the CONTRACTOR shall submit to the COUNTY another fee schedule for first optional term.
  5. One hundred twenty days (120) prior to the expiration of the first optional term the CONTRACTOR shall submit to the COUNTY another fee schedule for second optional term.
  6. Subcontract mark—ups shall be limited to a 10% total markup.
  7. Monthly payments shall be made in proportion to Performance Criteria and equipment Performance Requirements.
- B. CONTRACTOR shall submit monthly invoices on or before the 15th of every month for services provided the previous month. Each monthly invoice shall be accompanied with substantiated documentation for the Performance Criteria. The monthly invoice shall be submitted free of mathematical errors and/or missing supporting documentation. Documentation shall be provided to support the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the COUNTY shall return the monthly invoice to CONTRACTOR. CONTRACTOR shall promptly resubmit the revised monthly invoice to the COUNTY. Each revised invoice shall document the date that the revised



invoice is submitted to the COUNTY. Requests for payment must be submitted with documentation of dates, hours worked, a detailed description of the Services performed. Parts and material shall be submitted, with supporting documentation, separately from the monthly service invoice. Failure of COUNTY to identify an error does not waive any of the COUNTY's rights.

- C. Monthly invoices shall be submitted in a format approved by the COUNTY.
- D. The words “fringe benefits” mean employee benefits granted in addition to direct hourly labor rate, and include but are not limited to accruals for pensions (if such benefit exists), vacations, paid holidays, group life, and group health insurance. Fringe benefits shall not include any direct or indirect costs based on labor.
- E. Payment for Services shall not be deemed acceptance of defective, deficient, or non-conforming Services.
- F. Extra Work — Change in work: The COUNTY, without invalidating the contract, may order extra work or make changes by altering, adding to or deduction from the work, which shall be Authorized by the Director of Airports and agreed to by the CONTRACTOR.
- G. In the event that the COUNTY withdraws any equipment from service, for modernization/alterations, or the usefulness of any equipment shall end, during the term of this contract, the CONTRACTOR shall agree to a reduction of cost for service for the balance of the duration of said contract; based on the monthly cost of the System or Sub-system submitted with the original bid or as adjusted by price adjustment provisions.

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

**FAA ASSURANCES**



**FAA  
Airports**

## **ASSURANCES**

### **Airport Sponsors**

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#### **A. General.**

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

#### **B. Duration and Applicability.**

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

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

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

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

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

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

## C. Sponsor Certification.

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

### 1. General Federal Requirements.

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

#### **Federal Legislation**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **Specific Assurances**

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

### **Footnotes to Assurance C.1.**

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

**a. Public Agency Sponsor:**

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

**b. Private Sponsor:**

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

**3. Sponsor Fund Availability.**

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

**4. Good Title.**

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

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.



**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance.**

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

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

**14. Minimum Wage Rates.**

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

**15. Veteran's Preference.**

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

**16. Conformity to Plans and Specifications.**

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

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

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

## **21. Compatible Land Use.**

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

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

**23. Exclusive Rights.**

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

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

**24. Fee and Rental Structure.**

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

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or



operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

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

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

**28. Land for Federal Facilities.**

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

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and



roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

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

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

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

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

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

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

### **34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

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

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

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

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

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

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

**FAA CONTRACT PROVISIONS**

**A. GENERAL CIVIL RIGHTS PROVISIONS**

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

**B. TITLE VI SOLICITATION NOTICE**

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

**C. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:**

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

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

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

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Operator of the CONTRACTOR's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

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

4. Sanctions for Noncompliance: In the event of an Operator's noncompliance with the Non- discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

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



of the United States.

A. The Operator for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Operator will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, County of Sacramento will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, County of Sacramento will there upon revert to and vest in and become the absolute property of (Title of Sponsor) and its assigns.\*

**D. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42

U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Operators, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting COUNTY guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**E. FEDERAL FAIR LABOR STANDARDS ACT**

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

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

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

**EXHIBIT F to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as “COUNTY”,  
and \_\_\_\_\_,  
hereinafter referred to as “CONTRACTOR”**

**Systems Covered Under this Agreement**

1. Terminal / Concourse A – All inbound and outbound systems and subsystems.
2. Terminal / Concourse B – All inbound and outbound systems and subsystems.
3. Concourse B – All international inbound and outbound systems and subsystems.

**EXHIBIT G to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as “COUNTY”,  
and \_\_\_\_\_,  
hereinafter referred to as “CONTRACTOR”**

**Fee Schedule**

To be submitted with the RFP and is to include a five (5) year annual operations and maintenance fee schedule and a project hourly rate scheme for staff categories provided in Attachment D.

**EXHIBIT H to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as “COUNTY”,  
and \_\_\_\_\_,  
hereinafter referred to as “CONTRACTOR”**

**Staffing Plan**

To be submitted with the RFP and at minimum should include:

- Minimum Employee experience requirements, average hourly wages and benefits for each employee classification type.
- Methods for attracting and retaining qualified employees at the appropriate staffing levels, including incentive and/or merit programs
- Number of staff, by job category, needed to perform scope of work.
- Organizational chart and description of responsibilities of staff.
- Standards of conduct, including random drug testing procedures.
- Uniform specifications and appearance standards
- Work schedule

At a minimum, the Staffing Plan should further address contractor's policies regarding staff misconduct and grounds for removal.

- Examples of misconduct include:
    - Committing unsafe or inappropriate acts while providing service
    - Failure to follow the COUNTY's policies and procedures
    - Conviction of any felony criminal offense
    - Failure to follow safety rules and regulations
    - Failure to follow security policies, guidelines and procedures
    - Notification of an active warrant from any law enforcement or judicial
- COUNTY**

Additional Staffing requirements:

- CONTRACTOR shall provide the COUNTY resumes for all key personnel (i.e., Site Manager, Assistant Site Manager, etc.) for the COUNTY's approval. These resumes shall be provided to the COUNTY no later than 15 business days prior to the employee's intended start date.
- CONTRACTOR shall meet any additional staffing qualifications as required by the Airport or TSA.
- Subject to approval by the COUNTY, additional staff of up to four (4) FTE personnel may be supplied at mutually agreeable cost.

At a minimum, CONTRACTOR's employees will be required to:

- Be 18 years of age or older
- Be a United States citizen or possess the necessary authority from Immigrations and Naturalization Service to be employed at the site
- Satisfactorily complete a background check and alcohol and drug testing performed by CONTRACTOR at CONTRACTOR's expense
- Possess sufficient computer skills and software knowledge to perform data entry, queries, downloads and analysis of the Systems' performance and CMMS databases as appropriate to the various job classifications

**EXHIBIT I to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY",  
and \_\_\_\_\_,  
hereinafter referred to as "CONTRACTOR"**

**Training Plan**

Within 60 days of contract date, Vendor shall provide a proposed Training plan to be approved by the COUNTY prior to commencement of work.

At a minimum, the Training Plan should ensure the following:

- Personnel have been trained and certified, as necessary, in accordance with Federal, State and local requirements to perform all services required under this Contract. The Training Plan should specifically address safety training.
- Personnel shall receive written training material, classroom training, and hands-on training in the field as necessary to enable them to carry out their respective responsibilities.
- The appropriate personnel shall receive specialized training for the specific equipment used in the BHS, i.e., power turns, slope pallet devices, 45 degree merge conveyor, high speed diverters, vertical sorters, merge conveyors, diverters/plows, fire/security doors, automatic tag readers, etc.
- Personnel shall attend frequent and regularly scheduled "tool-box-talk" training sessions on safety, Airport rules, and Notices of Violations, etc.
- Personnel Training records for all CONTRACTOR employees shall be maintained by CONTRACTOR and made available to the COUNTY upon request.
- Personnel Training shall be an ongoing comprehensive program ensuring a knowledgeable and efficient work force.



**EXHIBIT J to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as “COUNTY”,  
and \_\_\_\_\_,  
hereinafter referred to as “CONTRACTOR”**

**Quality Control**

Within 60 days of the contract date, Vendor shall provide a proposed Quality Control plan to be approved by the COUNTY prior to commencement of work.

At a minimum, the Quality Control program should address the following:

- A proactive management system based on using quality control inspections as a means of monitoring work performance to ensure compliance with Contract requirements.
- CONTRACTOR shall perform a quality control inspection each shift and the information from these inspections shall be submitted in a written report to the COUNTY weekly. Quality Control should include the proposed information in weekly inspection reports.
  - Description of how scheduled and unscheduled inspections are to be conducted, and how inspections and monitoring of all CONTRACTOR work performed will ensure compliance with Contract requirements
  - Documentation and forms to record inspections and corrective actions performed

**EXHIBIT K to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as “COUNTY”,  
and \_\_\_\_\_,  
hereinafter referred to as “CONTRACTOR”**

**Inventory Management Plan**

Within 60 days of contract date, Vendor shall provide a proposed Inventory Management plan to be approved by the COUNTY prior to commencement of work.

At a minimum the Inventory Management program should address the following:

- Definition and Objectives for Inventory Management
- Organizational Hierarchy of Inventory Management
- Inventory Management Planning
- Inventory Management Controls
- Determining Inventory Management Stock Levels
- Procurement, to include at a minimum:
  1. Methods for securing/purchasing spare parts in a timely manner from suppliers at a competitive price to replace or augment the existing spare parts inventory
  2. Methods for securing/purchasing spare parts on an emergency basis
- Parts Warranty Management to include at a minimum:
  3. Methods for working with equipment suppliers for reimbursement of parts and labor under warranty
  4. Tracking the warranty period for all components
- Proposed information to be included in the Critical Parts Inventory and Usage Report to the COUNTY.
- Specify the proposed software to be used for managing inventory, whether or not it is the same or different from the proposed CMMS. Upon termination CONTRACTOR will provide all data in an exportable format acceptable to the COUNTY

**EXHIBIT L to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as “COUNTY”,  
and \_\_\_\_\_,  
hereinafter referred to as “CONTRACTOR”**

**End of Contract Transition Plan**

Within 60 days of contract end date, Vendor shall provide a proposed Transition Plan to be approved by the COUNTY prior to commencement of work.

At a minimum, the Transition Plan should include the following:

- Overall approach for initiation of Contract services
- Approach for initiation of additional BHS as activated.
- Approach for transition of services at the end of the Contract term to include the following:
  1. Training of successor personnel in the operation and maintenance of the Systems preceding the end of the Contract.
    - a. Training shall be comparable to training provided by the original equipment supplier, utilizing the OEM training manuals and materials.
    - b. CONTRACTOR shall allow the successor personnel to shadow the day-to-operations and maintenance of all systems for a minimum period of 15 days.
    - c. CONTRACTOR must fully instruct the incoming CONTRACTOR on the COUNTY’s contingency plans.
  2. Process for ensuring the CMMS, parts inventory, contingency plans, OEM and O&M manuals, and all associated records, as well as records for all operation, maintenance and repair of the BHS, are turned over to the COUNTY and/or successor personnel prior to the end of the Contract.
    - a. CONTRACTOR shall provide a list of vendors with contact information that supply parts, materials and services for the operations, including a description of what items or services are ordered through each vendor.
    - b. CONTRACTOR shall inspect and audit all inventory jointly with successor personnel. All parts that are in transit at the time of the transition shall be the responsibility of the successor’s personnel.
    - c. CONTRACTOR shall create a list of pending items with the COUNTY for the successor personnel.

3. CONTRACTOR's site manager and other key personnel must be available for a minimum of 30 days following Contract termination in order to answer questions as they pertain to the Systems.
4. It is likely that an incoming service provider will be looking to hire local personnel. The COUNTY would request the outgoing CONTRACTOR not interfere with this process.

## COUNTY OF SACRAMENTO CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

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

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

1. CONTRACTOR hereby certifies:

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

☐ No      ☐ Yes

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

☐ No      ☐ Yes

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

☐ No      ☐ Yes

- d. CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

☐ No      ☐ Yes

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

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

Note: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (888) 271-3906, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing [dcssbiddercompliance@saccounty.net](mailto:dcssbiddercompliance@saccounty.net).

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Printed Name

Contract Language:

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

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

## CONTRACTOR IDENTIFICATION FORM

☐ Contractor is exempt.

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

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

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

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

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

Department Submitting Information: \_\_\_\_\_

Department Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## **FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS**

### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

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

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Consultant'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 Consultant's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Consultant 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 Consultant also is subject to the goals for both its federally involved and non-federally involved construction.

The Consultant'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 Consultant 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 Consultant to Consultant or from project to project for the sole purpose of meeting the Consultant'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 Consultant 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 Consultant 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.

## **GENERAL CIVIL RIGHTS PROVISIONS**

49 USC § 47123; FAA Order 1400.11; U.S. Department of Transportation [Order DOT 1050.2](#), Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.: Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. The Consultant 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 Consultant and subtier Consultants 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.

## **TITLE VI SOLICITATION NOTICE**

The Sacramento County Department of Airports, 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, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **DAVIS-BACON REQUIREMENTS**

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

## **CERTIFICATION OF BIDDER REGARDING DEBARMENT**

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

## **DISADVANTAGED BUSINESS ENTERPRISE**

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

## **TRADE RESTRICTION CERTIFICATION**

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

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

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

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

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 Consultant 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 Consultant 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 Consultant 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**

Consultant 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 Consultant 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 Consultant 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 Consultant 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.

#### **ASSURANCES REQUIRED BY THE FAA**

The Consultant agrees that, if awarded a contract resulting from this solicitation, it shall, at all times during the term of the contract, comply with the provisions of the "Airport Sponsor Assurances" (Assurances) and any subsequent revisions, updates or amendments hereto. A copy of the current Assurances is provided as Exhibit D to the Agreement for Consulting Engineer Services, attached hereto and incorporated herein by this reference.