



REQUEST FOR PROPOSALS

Comprehensive Building Exterior Maintenance Services

Proposals Due:

**Wednesday, March 20, 2024
2:00 P.M. Pacific Time**

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1. *FAA General Contractor Provisions for Solicitations*
2. *Sample Agreement for Comprehensive Building Exterior Maintenance Services*
3. *County of Sacramento Contractor Certification of Compliance Form*
4. *Contractor Identification Form*
5. *Cost Proposal Example*

January 31, 2024

TO: Prospective Service Providers

FROM: Rebecca Fontaine
Administrative Services Officer
Sacramento County Department of Airports

SUBJECT: **Sacramento County Department of Airports RFP for
Comprehensive Building Exterior Maintenance Services**

I. SUMMARY AND BACKGROUND

The County of Sacramento (County) Department of Airports (Department) owns and operates Sacramento International Airport (SMF) and Mather Airport (MHR). The County also operates Sacramento Executive Airport (SAC). The airports are collectively referred to as the "County Airport System". The Department is issuing this Request for Proposals (RFP) to receive proposals from prospective service providers (Proposers) for window washing, pressure washing, and building exterior maintenance services for the County Airport System.

II. PROJECT PURPOSE AND DESCRIPTION

The purpose of this project is to enter into an agreement with a qualified contractor to provide window washing, pressure washing, and building exterior maintenance services at airport properties operated by the Department. These services aim to maintain the impeccable standards of the Department throughout the County Airport System. The core purpose of this endeavor is to establish and sustain an environment that is not only visually captivating but also safe and welcoming for employees, visitors, and travelers.

The Department anticipates awarding an agreement to one successful Proposer pursuant to this RFP.

III. ANTICIPATED ELEMENTS OF THE PROJECT SCOPE

Exhibit A of the sample agreement provided as Attachment 2 to this RFP describes the full Scope of Work (Scope) required to be provided by the selected Proposer pursuant to this RFP. The minimum anticipated elements of the Scope include:

A. Interior and Exterior Window Cleaning

Conduct a thorough cleaning and polishing of all windows, ensuring the eradication of dirt, grime, and streaks. This meticulous process encompasses windows located at elevated positions and those in office spaces, waiting areas, and public zones.

Anticipated Frequency:

Interior Windows – Semi-Annually or as deemed necessary following thorough inspection and assessment.

Exterior Windows – Semi-Annually or as deemed necessary following thorough inspection and assessment.

B. Skylight Cleaning

Undertake meticulous cleaning of skylights to optimize light penetration and eliminate any traces of debris, dirt, or residues that might obstruct clarity.

Anticipated Frequency: Monthly

C. Roof Cleaning (Oils and Grease Removal)

Conduct a comprehensive roof inspection and cleaning regimen to eliminate oils, grease, bird debris, and other contaminants. Particular attention will be dedicated to areas prone to grease accumulation, including vents and exhausts.

Anticipated Frequency: Semi-annually or as deemed necessary following thorough inspection and assessment.

D. Exterior Building Cleaning

Employ a diverse range of appropriate techniques to cleanse exterior walls, thereby expunging dirt, stains, and pollutants that have accumulated over time. The goal is the complete restoration of the building's aesthetic allure.

Anticipated Frequency: Semi-annually or as necessary as determined by rigorous inspection and assessment procedures.

E. Walkway and Sidewalk Cleaning

Utilize state-of-the-art power washing methods to cleanse all walkways and sidewalks thoroughly. This rigorous process will eradicate dirt, gum, stains, and other debris forms, thereby ensuring a secure and unblemished pedestrian environment.

Anticipated Frequency: Bi-monthly or as dictated by ongoing maintenance needs to ensure consistent cleanliness and safety.

F. Gum and Graffiti Removal

1. Ensure the timely removal of gum residues from walkways and sidewalks to uphold cleanliness.
2. Implement an expedited process for identifying, removing, and restoring exterior to its original state.

Anticipated Frequency:

Graffiti removal is to be expeditiously completed within 48 hours of notification from the Department.

Gum removal will be integrated into routine cleaning visits as required.

G. Safety and Compliance

Strict adherence to all applicable safety regulations and protocols while performing work as part of the Agreement is required, including the mandatory use of Personal Protective Equipment (PPE), and a robust mechanism for promptly reporting potential hazards or risks to the relevant authorities.

Proper containment and disposal of power washing wastewater in compliance with California law is crucial to prevent pollution. California mandates strict measures to capture and contain wastewater, preventing its entry into storm drains or natural water bodies. Once contained, it must be disposed of at approved facilities or following local regulations, ensuring the protection of the environment and adherence to legal standards. This not only promotes environmental responsibility but also helps avoid legal consequences and fines for non-compliance.

IV. TERM AND EFFECTIVE DATE OF THE AGREEMENT

The Department intends to award an Agreement that will commence around July 2024. The term of this Agreement will be for approximately three (3) years, ending on June 30, 2027, with two (2) additional options to extend the term for two (2) years each.

V. HOW TO OBTAIN A COPY OF THIS RFP

A copy of this RFP can be found on the Sacramento County Department of Airports website at http://www.sacramento.aero/scas/opportunities/bids_and_requests/.

VI. DEADLINE

Submittals shall be comprised of one (1) digital PDF copy of the proposal (in a format compatible with Adobe Acrobat) and one (1) digital copy of the proposal compatible with Microsoft Word in DOC or DOCX format. **Proposals are due no later than 2:00 P.M. Pacific Time on March 20, 2024. All late responses will be rejected.**

Submit proposals to Rebecca Fontaine at FontaineR@saccounty.gov.

VII. MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference is scheduled for February 15, 2024, from 09:00 A.M. Pacific Time to 12:00 P.M. Pacific Time. The purpose of the conference will be to discuss the requirements and objectives of this RFP. Department representatives will be available to answer questions from interested firms. The meeting will provide proposers an opportunity to visually inspect the tasks required at SMF, and specific information about the tasks at MHR and SAC will be presented.

Please e-mail Rebecca Fontaine at FontaineR@saccounty.gov to attend the Mandatory Pre-Proposal Conference. Attendance requests will be accepted for the conference until 12:00 P.M. Pacific Time on February 14, 2024.

The attendance request e-mail should include your firm's name and the names, phone numbers, email addresses of those who will be attending the conference. Only two (2) representatives from any one (1) Proposer will be allowed. Attendance will be verified using this information. Once an attendance request is received, Department

staff will send the meeting information to all listed attendees. Failure to attend the mandatory pre-proposal conference shall result in automatic disqualification from consideration under this RFP.

VIII. FORMAT OF PROPOSAL

Proposals submitted in response to this solicitation must be prepared in the following format and must address the contents in Sections VII through XII. The proposals must be signed by an authorized employee or officer to receive consideration.

A. COVER LETTER FOR PROPOSALS

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

1. Name and address of Proposer;
2. Name, telephone number, and e-mail address of a contact person;
3. Name, title, address, telephone number, and e-mail address of the individual(s) with authority to execute a binding agreement on behalf of the Proposer;
4. Understanding of work to be performed, the commitment to perform the work, and why the Proposer believes it is the best qualified to perform the requested services;
5. Acknowledgement of any Addenda that may be issued;
6. Acknowledge review of the proposed agreement form provided as Attachment 2 to this RFP and incorporated herein; and
7. Include a statement that the Proposer agrees to the agreement format, its content and all requirements as presented including professional liability insurance limits.
8. A declaration of any professional liability lawsuits brought against the Proposer for breach of contract or poor performance in the last ten (10) years; disclose any lawsuits they have filed

against an airport relating to their provision of window washing, pressure washing, and/or building exterior maintenance services.

B. REQUIRED DOCUMENTATION AND FORMS:

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

1. County of Sacramento Contractor Certification of Compliance Form provided as Attachment 3 to this RFP;
2. Contractor Identification Form provided as Attachment 4 to this RFP; and

C. PAGE LIMIT

The proposal must be typed in a font no smaller than eleven (11) point, on 8.5" by 11" sized pages unless otherwise specified. Please include a table of contents. The proposal should be concise and must not exceed thirty-five (35) pages single-sided, including any marketing materials.

The following items are excluded from the page count:

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

IX. MINIMUM QUALIFICATIONS

The following section describes the minimum required qualifications a Proposer must demonstrate to be eligible to submit a proposal. Proposals that do not meet these minimum qualifications will not be further evaluated or considered.

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

A. California Secretary of State

The Proposer and any proposed subcontractors must be registered with the California Secretary of State and permitted to conduct business in the State of California. This requirement may be satisfied by providing a valid Entity Name and File Number that can be cross-referenced from the California Secretary of State website:

<https://bizfileonline.sos.ca.gov/search/business> .

B. Operation of Personnel Lift Equipment and Fall Protection Gear

The Proposer's staff assigned to perform the services of the Agreement awarded by this RFP must hold valid and current certification as well as be insured to operate personnel lift (i.e., "man lift") equipment and associated fall protection gear.

C. Previous Experience

The Proposer must demonstrate experience with completing the tasks described in the Scope within the last five (5) years by describing previous related projects, their scope(s), who the work was performed for, and other relevant details to demonstrate this experience.

X. ORGANIZATIONAL STRUCTURE

Provide an organizational chart for the staff who may be assigned to perform or administer the services in the Scope, including any relevant certifications, qualifications, and experience.

XI. SERVICE PROPOSAL

- A. Describe the company's experience with and ability to complete all the tasks described in the Scope.
- B. Describe how the company would foster a transparent line of communication with the Department to facilitate the fluid exchange of information concerning work progress, upcoming schedules, and any emergent maintenance requirements identified during the cleaning process.
- C. Describe how the company would embody an unwavering commitment to environmental preservation by consistently employing environmentally friendly cleaning agents and methodologies, thereby significantly mitigating any potential impact on the surrounding ecosystem.

XII. COST PROPOSAL

Provide an exhaustive cost proposal encompassing the diverse range of services described in the Scope. Provide estimated hours to perform the services and hourly costs to the Department for performance of the services described in the Scope, with all fees and costs accounted for in the hourly rates. Additionally, for each year of the agreement and potential term extensions, provide an estimate of the total annual costs to the Department for provision of services at the scheduled frequencies described in the Scope. An example of the format for cost proposals is included as Attachment 5 to this RFP.

XIII. REFERENCES

Provide the following information for at least three (3) clients with direct experience with your firm, within the last five (5) years that can be contacted to provide a reference. For each reference, please include:

- A. Company name;
- B. Contact name;
- C. Contact title;
- D. Address;

E. E-mail address;

F. Telephone number; and

G. Description of services performed for the client.

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

XIV. RFP TIMELINE

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

Dates	Event
January 31, 2024	Issuance of RFP
February 15, 2024 09:00 AM – 12:00 PM Pacific Time	Mandatory Pre-Proposal Conference
February 23, 2024 2:00 P.M. Pacific Time	Deadline for submitting questions
March 14, 2024	Addendum issued if necessary, including response to questions
March 20, 2024 2:00 P.M. Pacific Time	Proposals Due
April 15 – 19, 2024	Interview with Top Proposers (if necessary)
June 2024	Selection recommendation presented to Board of Supervisors
July 2024	Anticipated effective date of Agreement with selected Proposer

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

XV. EVALUATION OF PROPOSALS

The RFP evaluation process will include a specific focused review of each proposal. Each proposal will be evaluated against other proposals received. Proposals must be formatted and headlined in the order of Sections VIII through XII indicated above and must provide clear responses to all prompts and requested information.

Proposals will be evaluated based on the following criteria:

Category	Points Towards Overall Score
Completeness of Response	Pass/Fail
Minimum Qualifications	Pass/Fail
Organizational Structure	15
Service Proposal	35
Cost Proposal	30
References	20
Total	100

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

XVI. QUESTIONS

All inquiries regarding this RFP and any request for clarification of the contents of this RFP must be directed in writing, via e-mail to Rebecca Fontaine at FontaineR@saccounty.gov no later than February 23, 2024 at 2:00 P.M. Pacific Time.

Interested parties are hereby notified of the following:

- A. Telephone inquiries will not receive a response;
- B. Proposers are not to rely on oral instructions or clarifications to this RFP;
- C. If modifications to this RFP are necessary, the Department will respond in writing via addendum, which will be posted to the Department's website at http://www.sacramento.aero/scas/opportunities/bids_and_requests
- D. Interested parties are encouraged to regularly check the Department's web site for possible updates to this RFP; and
- E. Contact with any County representative other than Michael Winans regarding this solicitation prior to the selection recommendation being presented to the Board is cause for disqualification.

XVII. BACKGROUND CHECKS

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

XVIII. NEGOTIATION OF AGREEMENT

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

XIX. CONDITIONS

A. FAA SOLICITATION REQUIREMENTS

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

B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

C. DEPARTMENT'S RIGHT TO NEGOTIATE AGREEMENTS

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

D. PUBLIC DISCLOSURE OF PROPOSAL DOCUMENTS

The County will treat all information submitted in a proposal as available for public inspection once negotiations with the selected party have been completed. If copies of proposals are included with Board materials, the County will make proposals available for public inspection once staff has made a recommendation for award.

If a Proposer believes protected data is included in its proposal, the Proposer shall clearly identify the data and provide the legal basis in support of the asserted classification. Proposer must present such information separately as part of its proposal **OR** type in bold red letters the term "CONFIDENTIAL" on that specific part or page of the Proposal which Proposer believes to be confidential. Classification of data as trade secret data will be determined pursuant to applicable law, and, accordingly, merely labeling data as "trade secret" does not necessarily make the data protected as such under any applicable law.

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

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

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

E. TAXATION

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

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

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

G. PROPOSER'S COSTS

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

H. COLLUSION

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

I. CONFLICT OF INTEREST

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

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

ATTACHMENT 1

FAA GENERAL CONTRACT PROVISIONS FOR SOLICITATIONS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

Timetables

Goals for minority participation for each trade: 16.1%

Goals for female participation in each trade: 6.9%

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any

tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

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

BUY AMERICAN PREFERENCE

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

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

TITLE VI SOLICITATION NOTICE

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

DAVIS-BACON REQUIREMENTS

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

CERTIFICATION OF BIDDER REGARDING DEBARMENT

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

DISADVANTAGED BUSINESS ENTERPRISE

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

ATTACHMENT 2

**SAMPLE AGREEMENT FOR COMPREHENSIVE BUILDING EXTERIOR
MAINTENANCE SERVICES**

COVER PAGE

**AGREEMENT FOR COMPREHENSIVE BUILDING EXTERIOR
MAINTENANCE SERVICES FOR SACRAMENTO COUNTY DEPARTMENT
OF AIRPORTS**

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2024, by and between the COUNTY OF SACRAMENTO (COUNTY), a political subdivision of the State of California, and [CONTRACTOR NAME] (CONTRACTOR), [Contractor Info].

RECITALS

WHEREAS, the Sacramento County Department of Airports (Department) is the owner and operator of Sacramento International Airport (SMF) and Mather Airport (MHR), and the Department operates Sacramento Executive Airport (SAC) leased from the City of Sacramento; and

WHEREAS, the Department has determined it is desirable to retain a contractor to provide window washing, pressure washing, and building exterior maintenance services at SMF, MHR, and SAC; and

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

WHEREAS, the provisions of Section 71-J are applicable to this Agreement because COUNTY civil service employees currently provide the services sought to be provided under this Agreement; and

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

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

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

WHEREAS, by Resolution No. 2024-_____, the COUNTY Board of Supervisors authorized the Director of Airports (Director) to negotiate and execute this 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 as of the date first written above and shall end on June 30, 2027.

The COUNTY shall have two (2) separate two (2)-year options to extend the Term. If COUNTY elects to extend the Term, COUNTY's Director will provide notice to CONTRACTOR at least thirty (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 upon by both parties as an amendment to this Agreement.

III. NOTICE

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

TO COUNTY

TO CONTRACTOR

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

[Mailing Info]

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

IV. COMPLIANCE WITH LAWS

- A. CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.
- B. CONTRACTOR shall, at all times during the term of this Agreement, comply with the provisions of the FAA Airport Sponsor Assurances (Assurances) and any subsequent revisions, updates, or amendments thereto. The provisions of the Assurances may change during the term of this Agreement, and those changes will be incorporated into this Agreement without the necessity of a formal amendment. COUNTY is not responsible for notifying CONTRACTOR of any changes to the Assurances. CONTRACTOR is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website, and is incorporated into this Agreement by this reference.
https://www.faa.gov/airports/aip/grant_assurances
- C. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

V. FAA CONTRACT PROVISIONS

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

VI. 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.

VII. 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.

VIII. PERFORMANCE STANDARDS

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

IX. 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.

X. STATUS OF CONTRACTOR

[For Service Providers with Five or More Employees or Those Who Obtain a Tax Waiver]

(A)

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of

COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the COUNTY.

- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this agreement.

[For Other Service Providers Not in (A)]

(B)

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

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

[For Out-of-State Service Providers]

(C)

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

XI. 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.

XII. 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.

XIII. BENEFITS WAIVER

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

XIV. RETIREMENT BENEFITS/STATUS

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

right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONTRACTOR'S provision of services under this Agreement.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. INDEMNIFICATION

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

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

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

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

XX. 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.

XXI. 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.

XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY [insert - on a monthly basis, upon completion of services, etc. as appropriate]. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one 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.

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. DIRECTOR

As used in this Agreement, "Director" shall mean the Director of the Department of Airports, or their designee. Director shall administer this Agreement on behalf of the COUNTY, and has authority to make administrative, non-material amendments to this Agreement on behalf of the COUNTY including, but not limited to pricing, schedules, project milestones, management practices, etc. Unless otherwise provided herein or required by applicable law, Director shall be vested with all the rights, powers, and duties of COUNTY herein. With respect to matters herein subject to the approval, satisfaction, or discretion of COUNTY or Director, the decision of the Director in such matters shall be final.

XXIX. DISPUTES

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

3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXX. TERMINATION

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

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

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

XXXI. REPORTS

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

XXXII. AUDITS AND RECORDS

Upon COUNTY'S request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises, CONTRACTOR'S financial and program records as COUNTY deems necessary to determined 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 years following termination of the Agreement, and shall make them available for copying upon COUNTY'S request at COUNTY'S expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR'S financial and program records related to this Agreement.

XXXIII. PRIOR AGREEMENTS

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

XXXIV. SEVERABILITY

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

XXXV. FORCE MAJEURE

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

XXXVI. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price

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

XXXVII. DUPLICATE COUNTERPARTS

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

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

XXXVIII. AUTHORITY TO EXECUTE

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

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

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

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

By: _____
Cynthia A. Nichol
Director of Airports

By: _____
[Authorized Signer]
[Title]

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____
Katrina G. Nelson
Supervising Deputy County Counsel

Date: _____

Attachments:

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

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

SCOPE OF SERVICES

Final Scope of Services May Differ Based on Awarded Proposal

I. SERVICE LOCATION(S)

The service locations listed below are described by their administrative addresses, but services may be requested for any properties throughout the campus of each respective airport.

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

**Facility Name: Mather Airport
Street Address: 10425 Norden Avenue
City and Zip Code: Mather, CA 95655**

**Facility Name: Sacramento Executive Airport
Street Address: 6151 Freeport Boulevard
City and Zip Code: Sacramento, CA 95822**

II. SCHEDULE

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

III. RESPONSIBILITIES OF COUNTY AND CONSULTANT FOR SCOPE

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

reasonably necessary under the circumstances at the time for the orderly progress of the CONTRACTOR'S services and of the project.

- B. CONTRACTOR shall be solely responsible for the quality and accuracy of its work and the work of its subconsultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the COUNTY shall not be deemed to constitute acceptance or waiver by the COUNTY of any error or omission as to such work. CONTRACTOR shall coordinate the activities of any subconsultants and is responsible to ensure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.
- C. CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention (CDC) including staff education, staff training, routine cleaning of staff and public space, on-site washing facilities, and to the extent applicable Personal Protective Equipment (PPE) donning and maintenance. CONTRACTOR shall submit a plan for compliance with these standards to the COUNTY. This safety plan and/or narrative description shall describe the education, training, routine cleaning, on-site washing facilities and the PPE to be used or provided by the CONTRACTOR. Compliance with these standards is not a reimbursable expense pursuant to this Agreement.

IV. AUTHORITY OF CONSULTANT PERFORMING SCOPE OF WORK

CONTRACTOR is retained to provide and perform the scope of work covered by this Agreement. CONTRACTOR, including CONTRACTOR'S assigned personnel, shall have no authority to represent COUNTY or COUNTY staff at any meetings of public or private agencies unless an appropriate COUNTY official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation.

CONTRACTOR shall possess no authority or right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligations whatsoever. COUNTY is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

V. PUBLICATION OF DOCUMENTS AND DATA

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

VI. PROJECT PERSONNEL

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

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

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

VII. DESCRIPTION OF SERVICES

Performance of tasks shall be mutually scheduled between COUNTY and CONTRACTOR but shall be completed no less frequently than the specified frequency for each task described herein. CONTRACTOR shall be responsible for providing all equipment necessary to perform the tasks described herein, including the provision of personnel lift equipment.

A. Interior and Exterior Window Cleaning

CONTRACTOR shall conduct a thorough cleaning and polishing of all windows, ensuring the eradication of dirt, grime, and streaks. This meticulous process encompasses windows located at elevated positions and those in office spaces, waiting areas, and public zones.

Minimum Frequency:

Interior Windows – Semi-Annually or as deemed necessary following thorough inspection and assessment.

Exterior Windows – Semi-Annually or as deemed necessary following thorough inspection and assessment.

B. Skylight Cleaning

CONTRACTOR shall undertake a meticulous cleaning of skylights to optimize light penetration and eliminate any traces of debris, dirt, or residues that might obstruct clarity.

Minimum Frequency: Monthly

C. Roof Cleaning (Oils and Grease Removal)

CONTRACTOR shall conduct a comprehensive roof inspection and cleaning regimen to eliminate oils, grease, bird debris, and other contaminants. Particular attention will be dedicated to areas prone to grease accumulation, including vents and exhausts.

Minimum Frequency: Semi-annually and as deemed necessary following thorough inspection and assessment.

D. Exterior Building Cleaning

CONTRACTOR shall employ a diverse range of appropriate techniques to cleanse exterior walls, thereby expunging dirt, stains, and pollutants that have accumulated over time. The goal is the complete restoration of the building's aesthetic allure.

Minimum Frequency: Semi-annually and as necessary as determined by rigorous inspection and assessment procedures by COUNTY.

E. Walkway and Sidewalk Cleaning

CONTRACTOR shall utilize state-of-the-art power washing methods to cleanse all walkways and sidewalks thoroughly. This rigorous process will eradicate dirt, gum, stains, and other debris forms, thereby ensuring a secure and unblemished pedestrian environment.

Minimum Frequency: Bi-monthly and as dictated by ongoing maintenance needs to ensure consistent cleanliness and safety.

F. Gum and Graffiti Removal

Ensure the timely removal of gum residues from walkways and sidewalks to uphold cleanliness.

Implement an expedited process for identifying, removing, and restoring exterior to its original state.

Minimum Frequency:

Graffiti removal shall be expeditiously completed within forty-eight (48) hours of notification by COUNTY.

Gum removal shall be integrated into routine cleaning visits as required.

G. Safety and Compliance

CONTRACTOR shall maintain strict adherence to all applicable safety regulations and protocols while performing work as part of the Agreement, including the mandatory use of Personal Protective Equipment (PPE), and a robust mechanism for promptly reporting potential hazards or risks to the relevant authorities.

California mandates strict measures to capture and contain wastewater, preventing its entry into storm drains or natural water bodies. Once contained, CONTRACTOR shall dispose of wastewater at approved facilities in accordance with all federal, State, and local regulations.

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

**Final Insurance Requirements May Differ Based on Awarded
Proposal**

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

I. VERIFICATION OF COVERAGE

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

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. CONTRACTORS POLLUTION LIABILITY applicable to the work being performed.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:
 - Building Trades General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate: \$2,000,000

Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

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

B. AUTOMOBILE LIABILITY:

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

C. WORKERS' COMPENSATION: Statutory.

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

E. CONTRACTORS POLLUTION LIABILITY: \$1,000,000 per claim or occurrence and \$1,000,000 aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

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

V. CLAIMS MADE INSURANCE

If coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.

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

VI. OTHER INSURANCE PROVISIONS

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

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

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

**VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL
AUTOMOBILE LIABILITY AND/OR CONTRACTORS
POLLUTION LIABILITY**

- A. ADDITIONAL INSURED STATUS: The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. PRIMARY INSURANCE: For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- D. SEVERABILITY OF INTEREST: The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTORs subcontractor.

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. NOTIFICATION OF CLAIM

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

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

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

Dependent on Awarded Proposal

II. RATES

Dependent on Awarded Proposal

III. PAYMENTS

Services will be payable upon completion of a requested assignment. COUNTY shall pay the invoice within thirty (30) days of receipt.

CONTRACTOR shall address and submit all invoices associated with this Agreement by e-mail to Val Mejia at MejiaV@saccounty.gov or by U.S. mail or personal delivery to the following address:

Sacramento County Department of Airports
Attn: Accounting
6900 Airport Boulevard
Sacramento, CA 95837

COUNTY may change the address(es) to which subsequent invoices shall be sent by giving written notice designating a change of e-mail address or street address to CONTRACTOR, which shall be effective upon receipt.

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

FAA CONTRACT PROVISIONS

REQUIRED FEDERAL LANGUAGE FOR NON-AIP CONTRACTS

A. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. TITLE VI SOLICITATION NOTICE

The County of Sacramento, through its 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 for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

C. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. Compliance with Regulations: The Contractor (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. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor

or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

D. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 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 contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ATTACHMENT 3

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

COVER PAGE

COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

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

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

CONTRACTOR hereby certifies that either:

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

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

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

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

CONTRACTOR NAME

Date

Printed Name of person authorized to sign

Signature

ATTACHMENT 4

CONTRACTOR IDENTIFICATION FORM

COVER PAGE

CONTRACTOR IDENTIFICATION FORM

☐ Contractor is exempt.

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

Company Name _____
Company Address _____
Taxpayer ID _____ Company Telephone Number _____

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

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

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

Principal Owner Name _____
Social Security # _____ Residence Telephone # _____
Residence Address _____

Principal Owner Name _____
Social Security # _____ Residence Telephone # _____
Residence Address _____

Principal Owner Name _____
Social Security # _____ Residence Telephone # _____
Residence Address _____

Principal Owner Name _____
Social Security # _____ Residence Telephone # _____
Residence Address _____

Completed by: _____ Date: _____

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

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

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

ATTACHMENT 5

COST PROPOSAL EXAMPLE

For each year of the initial agreement and potential term extensions, provide cost estimates in the format of the table below. Hours required and hourly rates shall be proposed by the Proposer and will serve as the basis for the terms of the awarded agreement; the values used below are for demonstration purposes only and do not necessarily reflect or guarantee the actual work the awarded Proposer will perform.

Year X Cost Estimates				
Task	Frequency	Hours Required	Hourly Rate	Total
Interior and Exterior Window Cleaning	Quarterly	400	\$20.00	\$8,000.00
Skylight Cleaning	Monthly	600	\$25.00	\$15,000.00
Roof Cleaning	Semi-Annually	100	\$30.00	\$3,000.00
Exterior Building Cleaning	Semi-Annually	200	\$20.00	\$4,000.00
Walkway and Sidewalk Cleaning	Bi-Monthly	1200	\$20.00	\$24,000.00
Scheduled Task Total				\$54,000.00
Graffiti Removal			\$20.00	