



REQUEST FOR PROPOSALS

(RFP No. AV2023-001)

Airport Parking Facilities Management Agreement for the California Redwood Coast-Humboldt County Airport (ACV)

Humboldt County, California



Date Issued: October 18, 2024

Proposal Deadline: December 2, 2024
(Due by 5:00 pm, Pacific Time)

Humboldt County Department of Aviation
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1.0 DEFINITIONS

1.1 Terms

- 1.1.1 Addenda. An amendment or modification to this Request for Proposals.
- 1.1.2 Average Ticket Revenues. Ticket revenues by calendar year averaged to anticipated monthly returns.
- 1.1.3 Award. Selected Proposer to enter into Professional Services Agreement.
- 1.1.4 Award Protest. Proposer who protests HCDA Selected Proposer.
- 1.1.5 Concession Fee. A monetary amount charged by HCDA for the privilege of conducting business on premises.
- 1.1.6 County. The County of Humboldt, a political subdivision of the State of California, acting through its Department of Aviation.
- 1.1.7 Enplanement. A revenue passenger who boards and aircraft that departs from ACV.
- 1.1.8 Gross Revenue. Total amount of revenue generated and recognized for a reporting period, prior to any authorized deductions.
- 1.1.9 Improvements. All buildings, structures, additions, and facilities, including pavement, fencing, equipment, lighting, access control systems and landscaping constructed, installed, or placed on, under, or above any land on the Airport.
- 1.1.10 Professional Services Agreement. As used herein, the term “Professional Services Agreement” and “Agreement” refers to the contract between the County and the Successful Proposer regarding the provision of the professional parking management and technical support services set forth in this Request for Proposals.
- 1.1.11 Proposal. The document or documents submitted by Proposer in response to this Request for Proposals.
- 1.1.12 Proposer. Experienced airport parking management operators who submit a Proposal to this Request for Proposals (RFP).
- 1.1.13 Security Bond. Security bond from a reliable surety company licensed to operate in the State of California.
- 1.1.14 Selected Proposer. An agency or organization that HCDA selects to enter into a final Professional Services Agreement with after the evaluation, review, and selection processes set forth in this Request for Proposal has been completed.
- 1.1.15 Services and Scope of Services. Activities and services rendered by the Selected Proposer for operation of the professional parking management facilities as defined in Exhibit C: Scope of Services and the Exhibit D: Sample Professional Services Agreement.

1.2 Abbreviations

Abbreviations used herein are defined below.

- 1.2.1 ACDBE. Airport Concession Disadvantaged Business Enterprise.
- 1.2.2 ACV. California Redwood Coast-Humboldt County Airport.

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- 1.2.3 CY. Calendar Year
- 1.2.4 DOT. United States Department of Transportation.
- 1.2.5 EV. Electric vehicle.
- 1.2.6 GAAP. Generally Accepted Accounting Principles.
- 1.2.7 HCDA. Humboldt County Department of Aviation.
- 1.2.8 PSA. Professional Services Agreement.
- 1.2.9 PST. Pacific Standard Time.
- 1.2.10 PDT. Pacific Daylight Time.
- 1.2.11 RFP. Request for Proposal.
- 1.2.12 YOY. Year over year.

2.0 PURPOSE OF REQUEST FOR PROPOSAL

2.1 Statement of Purpose

The purpose of this Request for Proposal (RFP) is to obtain proposals from experienced airport parking management providers and operators (Proposers) experienced in operating programs at similarly situated airports which includes specifying and providing the equipment, software, management expertise, customer service support, and staffing to manage and operate the parking management program on a 24 hour a day, 7 days per week basis at California Redwood Coast-Humboldt County Airport (ACV). The required services shall include:

- 1) the specification and procurement of the agreed to equipment on behalf of the County of Humboldt through its Department of Aviation (HCDA).
- 2) technical assistance to HCDA's designated engineer in the design of the system and required infrastructure.
- 3) coordination of delivery of services and required equipment to carry out said services.
- 4) coordination of installation and commissioning the system and supporting off-site call center service.
- 5) the day-to-day management of the parking program and facilities to include collection of revenue, depositing of revenue into the HCDA account in a timely manner, customer service interaction, servicing of equipment, car inventory reporting as requested, and management reporting.

The HCDA anticipates using the expertise and pricing structure available from the Selected Proposer to specify and procure the equipment and software on behalf of ACV. This will be factored into the evaluation criteria in the selection process.

The RFP will be issued on Friday, October 18, 2024. Upon issuance of the RFP, potential Proposers are prohibited from contacting or lobbying the HCDA staff, County of Humboldt elected or appointed officials, County of Humboldt staff, Selection Committee members, HCDA consultants not designated as the contact point for inquiries, or any other person authorized on behalf of HCDA related or

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involved with the solicitation other than the designated contact person identified in this RFP. All inquiries following the issuance of the RFP on the scope of work, specifications, additional requirements, questions and clarifications, attachments, terms and general conditions or instructions, or any issue must be directed electronically via email to:

John DeCoster, Decomm Aviation Consulting

e-mail: jdecoster@decommaviation.com

The Selected Proposer will manage and operate the program according to the terms of the resulting agreement and in accordance with this RFP and the proposal submitted by the Proposer which will be included as Exhibit C to the PSA. Incomplete or inaccurate proposals will be determined to not meet the minimum requirements of the RFP and will not be considered. HCDA reserves the right to reject any proposals, and to waive or decline irregularities in any submittal. This RFP does not obligate HCDA to enter into an Agreement with any Proposers.

2.2 Project Background

The existing access control and revenue management systems had been in place for an extended period and have reached the end of their useful life. In October 2024, the HCDA substantially completed a parking lot construction project removing antiquated equipment in its entirety. The Selected Proposer will be responsible for specifying and providing all new “industry best practices” approach, software, and equipment as part of the proposal. Proposers are encouraged to specify equipment that will provide superior customer service, exceptional reliability, reduce the reliance on staff to support the processing of customers, and provide visual history of activity for Airport staff to review in the event of issues.

The parking management program at ACV is currently being operated by Reimagine (formerly REEF Parking) under a contract that has been in place since 2000 and includes a variety of amendments processed since that time. In 2015, HCDA implemented the first parking rate increase since 2011, raising the daily parking rate by \$1.00 per day and making minor modifications to the hourly rate structure. A new rate structure will be implemented with the commencement of the operation of the new program.

The paid public lots consist of one entrance and exit point for the primary lot and a separate smaller lot to the north with its own entrance and exit. Parking access control will be required for both lots. Employee parking and rental car ready/return parking stalls are not included in the public parking lot and management of same are not included as part of this RFP. There will be one rate

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structure for the two (2) new lots that has been approved by the Board of Supervisors and will be implemented with the activation of the new system.

The current revenue and access control equipment has reached the end of its useful life and has not been reinstalled during the construction project. Replacement of the equipment and software will be coordinated with the Selected Proposer with the commencement of this Agreement. Since revenue collection is now a manual process during the interim period, an expedited implementation is highly desirable. Proposers should include in their proposal a schedule for implementation upon award. The Proposed timeframe will be a factor in the evaluation of proposals.

Air service and passenger levels at ACV have increased since the original lots were developed, and ACV now experiences days when there are no available public parking stalls and/or traffic congestion occurs at the ingress and egress points. During the air service decline associated with the COVID-19 pandemic, this situation was significantly mitigated; however, with the recovery of air service nationally and the introduction of new air service to ACV since the pandemic, parking demand at ACV has recovered and exceeds the pre-pandemic levels. Part of this is the result of Avelo Airlines (“Avelo”) entering the market. As HCDA continues to pursue additional air service, the parking demand will continue to increase necessitating reconfiguration and expansion to increase parking capacity and update the current access control and revenue management systems.

To address this, HCDA has developed a redesign and expansion of public parking that will significantly change how parking is managed at ACV. A “new approach” to how public parking is managed is also being driven by the lack of available labor in the market to staff a traditional staffed parking program. The intention of the RFP is to have Proposers propose alternative methods for a parking lot management program that reduces the reliance on traditional labor methods and rely on technology to provide convenient and reliable service to customers with reduced operating expenses. Access control is still required, however, expanded flexible payment methods are highly encouraged. The end goal is for Proposers to propose alternative systems that are customer friendly, reliable, and decrease operating expenses resulting in increased net revenue to HCDA while HCDA sets rates at competitive levels with competing airports.

2.3 Historical Parking Information

2.3.1 Current Parking, Enplanement, and Rate History. The current revenue management system is not capable of tracking detailed transaction history. In lieu of that, outlined below in **Table 1: Parking Gross Revenue History** is a recent history of Gross Revenues.

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Table 1: Parking Gross Revenue History

TABLE 1: PARKING GROSS REVENUE HISTORY						
Month	2018	2019	2020	2021	2022	2023
January	\$ 39,344	\$ 46,723	\$ 65,135	\$ 20,506	\$ 73,965	\$ 65,881
February	\$ 28,476	\$ 41,545	\$ 63,388	\$ 18,718	\$ 68,395	\$ 56,862
March	\$ 35,697	\$ 45,471	\$ 37,505	\$ 27,864	\$ 80,655	\$ 71,617
April	\$ 38,396	\$ 51,365	\$ 2,802	\$ 31,099	\$ 85,512	\$ 68,385
May	\$ 41,225	\$ 53,380	\$ 7,238	\$ 33,799	\$ 76,108	\$ 69,522
June	\$ 42,360	\$ 53,881	\$ 8,006	\$ 55,249	\$ 65,932	\$ 60,601
July	\$ 49,971	\$ 59,441	\$ 14,278	\$ 63,035	\$ 72,445	\$ 67,894
August	\$ 50,991	\$ 56,872	\$ 15,763	\$ 72,291	\$ 69,644	\$ 34,266
September	\$ 46,486	\$ 58,859	\$ 16,999	\$ 65,877	\$ 65,289	\$ 64,300
October	\$ 51,739	\$ 62,034	\$ 22,976	\$ 83,368	\$ 63,575	\$ 75,438
November	\$ 53,856	\$ 62,312	\$ 23,875	\$ 96,087	\$ 66,118	\$ 80,252
December	\$ 44,814	\$ 74,627	\$ 19,512	\$ 104,203	\$ 62,254	\$ 66,780
TOTAL:	\$ 523,355	\$ 666,510	\$ 297,477	\$ 672,096	\$ 849,892	\$ 781,798

Source: Contractor Reports

As can be seen by the YOY comparison, revenue in calendar year 2022 exceeds 2021 which was the highest level in the six-year window. This increase was from activity growth and not the result of a rate increase.

The historical revenue generated is based on the current number of parking stalls. Outlined below in **Table 2: Parking Capacity (Pre-Construction)** is a summary of the current parking capacity by type.

Table 2: Parking Capacity (Pre-Construction)

Category (Pre-Construction Lot)	Quantity
Short Term	50
Long Term	298
TOTAL:	348

From a revenue perspective, outlined below in **Table 3: Parking Long Term Revenue History** is the historical gross revenue by month by year for lang term parking and **Table 4: Parking Short Term Revenue History** for similar short-term parking.

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Table 3: Parking Long Term Revenue History

TABLE 3: PARKING LONG TERM REVENUE HISTORY						
Month	2018	2019	2020	2021	2022	2023
January	\$ 34,352	\$ 38,565	\$ 53,848	\$ 20,245	\$ 64,805	\$ 57,076
February	\$ 28,476	\$ 34,121	\$ 52,650	\$ 17,324	\$ 58,027	\$ 50,799
March	\$ 29,360	\$ 37,650	\$ 29,707	\$ 22,466	\$ 67,378	\$ 61,709
April	\$ 34,135	\$ 43,011	\$ 2,173	\$ 27,375	\$ 70,355	\$ 59,027
May	\$ 34,693	\$ 43,654	\$ 5,400	\$ 29,158	\$ 62,308	\$ 59,875
June	\$ 34,396	\$ 44,316	\$ 6,450	\$ 46,574	\$ 51,633	\$ 46,598
July	\$ 41,074	\$ 48,516	\$ 12,050	\$ 52,889	\$ 59,959	\$ 51,721
August	\$ 41,399	\$ 46,147	\$ 13,014	\$ 59,768	\$ 58,881	\$ 24,911
September	\$ 37,909	\$ 39,962	\$ 13,001	\$ 54,440	\$ 53,586	\$ 51,518
October	\$ 42,373	\$ 52,479	\$ 18,765	\$ 69,685	\$ 54,109	\$ 62,615
November	\$ 44,896	\$ 51,938	\$ 20,207	\$ 81,834	\$ 57,269	\$ 67,703
December	\$ 36,475	\$ 59,447	\$ 18,738	\$ 89,924	\$ 52,676	\$ 55,809
TOTAL:	\$ 439,538	\$ 539,806	\$ 246,003	\$ 571,682	\$ 710,986	\$ 649,361

Source: Contractor Reports

Table 4: Parking Short Term Revenue History

TABLE 4: PARKING SHORT TERM REVENUE HISTORY						
Month	2018	2019	2020	2021	2022	2023
January	\$ 3,936	\$ 7,701	\$ 8,867	\$ -	\$ 8,017	\$ 8,001
February	\$ 7,197	\$ 6,073	\$ 9,874	\$ 385	\$ 9,335	\$ 5,353
March	\$ 5,742	\$ 7,142	\$ 6,963	\$ 4,715	\$ 12,392	\$ 9,032
April	\$ 3,627	\$ 7,502	\$ 179	\$ 3,553	\$ 13,791	\$ 8,625
May	\$ 5,921	\$ 8,353	\$ 1,712	\$ 5,311	\$ 12,848	\$ 8,304
June	\$ 7,371	\$ 8,661	\$ 1,461	\$ 7,805	\$ 13,633	\$ 12,183
July	\$ 7,939	\$ 10,028	\$ 2,195	\$ 9,158	\$ 11,867	\$ 15,815
August	\$ 8,457	\$ 9,720	\$ 2,607	\$ 10,751	\$ 9,964	\$ 9,026
September	\$ 7,962	\$ 3,248	\$ 2,967	\$ 10,523	\$ 11,059	\$ 12,181
October	\$ 8,157	\$ 8,550	\$ 3,662	\$ 11,090	\$ 8,511	\$ 11,832
November	\$ 7,396	\$ 9,164	\$ 3,042	\$ 12,593	\$ 14,183	\$ 11,361
December	\$ 7,119	\$ 17,715	\$ 312	\$ 13,109	\$ 9,309	\$ 10,508
TOTAL:	\$ 80,824	\$ 103,857	\$ 43,841	\$ 88,993	\$ 134,909	\$ 122,220

Source: Contractor Reports

Average ticket revenues continue to increase over the most recent six-year window for long-term parking. Revenue increases will be enhanced further with the adoption of the new pricing schedule which will eliminate free parking, the short-term parking rate, and include a front-end loaded daily rate structure, summarized below in **Table 5: Average Revenue Per Ticket (Long-Term Parking)**.

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Table 5: Average Revenue Per Ticket (Long-Term Parking)

TABLE 5: AVERAGE REVENUE PER TICKET (LONG TERM PARKING)						
Month	2018	2019	2020	2021	2022	2023
January	\$ 25.27	\$ 39.27	\$ 4.60	\$ 24.07	\$ 32.94	\$ 44.52
February	\$ 38.90	\$ 37.00	\$ 40.34	\$ 22.12	\$ 38.68	\$ 39.53
March	\$ 38.37	\$ 35.82	\$ 37.41	\$ 43.12	\$ 38.23	\$ 40.30
April	\$ 20.63	\$ 37.82	\$ 46.23	\$ 41.04	\$ 39.41	\$ 43.69
May	\$ 38.93	\$ 35.63	\$ 37.76	\$ 37.38	\$ 38.72	\$ 40.59
June	\$ 36.90	\$ 36.23	\$ 33.07	\$ 36.87	\$ 39.77	\$ 42.28
July	\$ 36.25	\$ 39.63	\$ 34.42	\$ 37.27	\$ 41.55	\$ 49.44
August	\$ 36.31	\$ 37.00	\$ 36.45	\$ 38.68	\$ 41.58	\$ 42.95
September	\$ 33.16	\$ 35.53	\$ 33.76	\$ 37.70	\$ 40.04	\$ 33.56
October	\$ 34.59	\$ 23.75	\$ 43.03	\$ 38.39	\$ 35.62	\$ 34.55
November	\$ 40.22	\$ 38.24	\$ 28.02	\$ 40.75	\$ 43.68	\$ 37.71
December	\$ 36.99	\$ 40.68	\$ 17.25	\$ 17.25	\$ 43.07	\$ 39.49
Average (Per Month)	\$ 34.71	\$ 36.38	\$ 32.70	\$ 34.55	\$ 39.44	\$ 40.72

Source: Contractor Reports

Although the COVID-19 pandemic and subsequent pilot shortage impacted enplanement activity at ACV, the introduction of Avelo into the market has counteracted both factors. As the country continues to rebound from the COVID-19 pandemic, enplanement activity is again growing even with reduced service by the legacy airlines. Additionally, ACV continues to experience significant passenger leakage (over 50%) to primarily the Oakland International Airport (OAK) and San Francisco International Airport (SFO). The addition of Avelo at ACV has counteracted part of that leakage, with an increase in passengers now flying locally through ACV. However, there is still significant potential growth to be experienced at ACV with the addition of new routes/airline services to capitalize on additional leakage (over 500 passengers per day, each way) Outlined below in **Table 6: Enplanement History** is a summary of the six-year activity.

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Table 6: Enplanement History

TABLE 6: ENPLANEMENT HISTORY						
Month	2018	2019	2020	2021	2022	2023
January	4,230	5,002	6,877	1,953	8,160	7,695
February	4,057	4,681	7,012	2,338	8,740	7,874
March	3,926	5,478	4,188	3,212	10,033	8,677
April	4,678	6,417	300	4,081	11,908	9,262
May	5,106	6,993	975	5,207	11,022	9,641
June	6,434	7,776	1,466	9,766	10,440	10,097
July	7,494	8,104	2,621	11,336	10,869	11,195
August	8,021	9,514	3,207	11,209	10,804	6,310
September	6,680	7,852	3,248	10,010	9,730	8,457
October	6,961	8,394	3,268	11,231	8,885	9,099
November	7,010	8,032	3,022	12,324	8,835	11,622
December	6,767	9,428	2,906	13,168	9,672	12,244
TOTAL:	71,364	87,671	39,090	95,835	119,098	112,173

Source: Airport Records

Outlined below in **Table 7: Current ACV Parking Rates** are the rates that are currently in effect.

Table 7: Current ACV Parking Rates

TABLE 7: ACV PARKING RATES (CURRENT)	
Category	Quantity
0-30 Minutes	\$ -
Hourly (Short Term)	\$ 2.00
Daily (Short Term)	\$ 11.00
Hourly (Long Term)	\$ 2.00
Daily (Long Term)	\$ 9.00

- 2.3.2 Proposed Parking Rates. The Humboldt County Board of Supervisors approved the following rate structure that will become effective with the opening of the new parking facilities and the activation of the new system. Under the proposed schedule, free parking and short-term parking will be eliminated and the daily rates will be front end loaded. Outlined below in **Table 8: Proposed Rates** is the proposed rate schedule that will be subject to approval.

Table 8: Proposed Rates

TABLE 8: ACV PARKING RATES (POST-CONSTRUCTION)	
Category	Quantity
0-1 Hour	\$ 3.00
1-3 Hours	\$ 7.00
4-6 Hours	\$ 14.00
7-24 Hours	\$ 16.00
Weekly	\$ 80.00

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3.0 SCOPE OF SERVICES

3.1 Parking Management Responsibilities

Responsibilities of the Selected Proposer will include the operation and management of ACV public pay parking lots. That includes the primary lot and a separate supplemental lot near the north end of the terminal that have a separate access and egress points. Both lots are included as part of this RFP. There will be one parking rate structure for all parking customers that will be applicable to the new public parking lots. The selected Proposer shall coordinate with ACV in procuring the agreed to equipment on behalf of ACV to operate both new lots.

3.2 Outline of Anticipated Services

The specifications/requirements included in this RFP outline a performance requirement that the Selected Proposer will be expected to achieve using the “industry best practices” approach as outlined in the Proposer’s proposal. Proposers are encouraged to submit leading edge concepts that they believe will accomplish the goals outlined in Exhibit C: Scope of Services, Section 1: Outline of Anticipated Services.

3.3 Facilities and Equipment for Parking Lot

The parking lot offers a maximize capacity of approximately 425 stalls and new electric vehicle (EV) charging stations to charge EVs. The HCDA will consult with the Selected Proposer on utility, technology, and facility requirements that must be incorporated to support the proposed electronic parking management and revenue control systems. See Exhibit C: Scope of Services, Section 3: Minimum Equipment Requirements for a detailed list of minimum requirements.

3.4 Specifications, Sourcing, and Procurement of Equipment and Software

The HCDA will coordinate with the Selected Proposer for funding of the initial equipment purchase and installation of the equipment; software; and the purchase of a two-year service contract. In the event that the construction project exceeds the budget, the HCDA reserves the right to negotiate with the Selected Proposer to fund all or a portion of the cost of the equipment, software, and maintenance contract. See Exhibit C: Scope of Services, Section 4: Equipment and Software Sourcing and Procurement for equipment and software sourcing and procurement minimum requirements.

3.5 Project Development

The HCDA anticipates that the Selected Proposer will maintain timely and regular communication with the HCDA throughout the term of the final PSA resulting from this RFP process in order to plan and organize information, including, without limitation, scheduling field work and participating in regular planning and coordination meetings.

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4.0 ELGIBILITY REQUIREMENTS STATEMENT

4.1 Required Qualifications

In order to be considered for award this PSA pursuant to this RFP process, Proposers must possess, at a minimum, all of the following qualifications:

- 1) At least three (3) years of experience in providing services equivalent to those set forth in this RFP, at commercial airports or similar operations.
- 2) Familiarity with any and all local, state and federal regulations, codes, standards and best practices applicable to the provision of the Services set forth in this RFP.
- 3) Knowledge of the standard methods, techniques, and practices applicable to the provision of the Services set forth in this RFP.
- 4) Ability to respond to off hours requests for service within a mutually agreed upon timeframe.
- 5) Good verbal and written communication skills.

4.2 Required Personnel

In order to be considered for award of a PSA pursuant to this RFP process, Proposers must have personnel that are capable of, and experienced in, performing the Services set forth herein with minimal instruction.

5.0 TIMELINE OF EVENTS

The following schedule of events represents the HCDA's best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time (PST). The County of Humboldt through its Department of Aviation hereby reserves the right, at its sole discretion, to modify this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals.

EVENT	DATE
RFP Issued:	October 18, 2024
Pre-Bid Meeting (On-site or via conference line) To be eligible, a Proposer must at least participate in the pre-bid meeting via conference line.	October 28, 2024 at 10:30 a.m. PDT in the Airport Conference Room. For those participating via video conference, a conference link will be sent to all parties that request a copy of the RFP from the consultant.
Submission of Questions Deadline:	October 31, 2024
Responses to Questions Deadline:	November 6, 2024
Proposal Deadline:	December 2, 2024 at 5:00 p.m. PST
Evaluation and Selection Process Completion:	December 6, 2024
Complete Preparation of PSA:	December 6, 2024
Board of Supervisors Award Approval:	December 17, 2024
PSA Effective Date:	January 1, 2025
PSA 5-Year Expiration Date:	December 31, 2029

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6.0 GENERAL REQUIREMENTS AND PROPOSAL INFORMATION

6.1 Proposal Submission

Without exception, Proposer proposals must be submitted on or before the deadline specified in the RFP. Proposals received after the time and date specified will be considered non-responsive and will be returned unopened.

Proposals will be reviewed by the evaluation team in a manner that avoids disclosure of the contents to competing proposers and HCDA considers the proposals as private or non-public in compliance with applicable laws until the time and date the Selected Proposer's proposal is submitted to the Humboldt County Board of Supervisors for action. After the HCDA has completed the evaluation process, negotiated a PSA with the Selected Proposer, and the selection is published on the Humboldt County Board of Supervisors' agenda, all remaining data submitted by all Proposers is considered public information except for trade secret data as defined and classified as described below. All proposals and materials submitted become the property of the HCDA and are subject to disclosure under the Public Records Act (California Government Code Sections 7920.000, *et seq.*). However, if prior to the award of a PSA further negotiations are contemplated, the HCDA may withhold public disclosure until the completion of the negotiations. In these circumstances the HCDA must establish that the public interest in nondisclosure clearly outweighs the public's interest in disclosure (Government Code Section 7922.000; *Michaelis, Montanari & Johnson v. Superior Court* (2006), 38 Cal. 4th 1065).

Each Proposer must identify any information contained in its proposal which it asserts is a trade secret. Such material must be conspicuously identified by marking each page containing such information as "Trade Secret". Additionally, each Proposer must include a statement with its response justifying the trade secret designation for each item marked as a trade secret. If such material is not conspicuously identified, then by submitting its proposal, a Proposer agrees that such material shall be considered public information. The HCDA will determine what information requested to be considered as a "Trade Secret", at its discretion and in accordance with County of Humboldt requirements and California law.

Public Information Requests or Public Records Act requests prior to award may publish the Proposers of the RFP but not the proposals until award is made.

6.2 Modification or Withdrawal of Submitted Proposals

A proposal may be modified or withdrawn by written request prior to the submission deadline of December 2, 2024, by delivering a written request to John DeCoster at jdecoster@decommaviation.com prior to the due date and time. Following the date and time the submission deadline, proposals may not be withdrawn except if within twenty-four (24) hours after proposals are due and

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any Proposer files a duly signed written notice with HCDA, and promptly thereafter demonstrates to the reasonable satisfaction of the HCDA that there was a material substantial mistake in the preparation of its proposal, that Proposer may withdraw its proposal. Thereafter, if the RFP solicitation is resolicited, that Proposer will be disqualified from 1) further purposing on any re-solicitation, and/or 2) doing any work on the PSA, either as a subcontractor or in any other capacity.

6.3 Proposer Investigations

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to perform the Services set forth in this RFP in accordance with the requirements and standards described herein. In addition, each Proposer shall verify any representations made by HCDA that the Proposer will rely upon. Failure to conduct such investigations and examinations will not relieve the Selected Proposer from its obligation to comply with any and all provisions and requirements set forth in this RFP. In addition, a Proposer's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer. Lack of participation in the on-site proposer walk-through shall be cause for a Proposal to be considered non-responsive.

6.4 Public Records and Trade Secrets

All Proposals and materials submitted in response to this RFP shall become HCDA's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 7920.000, *et seq.* This RFP, and all Proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws, regulations and standards. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "Trade Secret" at the top of the page in at least one-half (1/2) inch letters. Specifically identified proprietary information will not be released, if the Proposer agrees to indemnify and defend HCDA in any action brought to disclose such information. By submitting a Proposal in response to this RFP, the Proposer agrees that the HCDA's failure to contact the Proposer prior to the release of any proprietary information contained therein will not be a basis for liability by HCDA.

6.5 Conflict of Interest

By submitting a Proposal in response to this RFP, each Proposer warrants and covenants that no official or employee of HCDA, nor any business entity in which an official or employee of HCDA has an interest, has been employed or retained to assist in the preparation or submission of the Proposal, nor that any such

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person will be employed in the performance of the PSA resulting from this RFP process without immediate divulgence of such fact to HCDA.

6.6 Expenses Incurred Preparing Proposals

All expenses incurred by the Proposer in preparing its response to this RFP shall be borne solely by the Proposer.

6.7 No Proposal Accepted from Defaulted Proposer

Proposals will not be accepted from any Proposer or related entity of Proposer that is in arrears or is in default to the County of Humboldt upon any debt or contract, or that is or was a defaulter as surety or otherwise, upon any obligation to the County, or has failed to perform faithfully any previous contract with the County of Humboldt, or has refused to enter into an agreement with the County of Humboldt after having been awarded same within the last five (5) years.

6.8 Right to Reject Proposals

In the event of the default of the Selected Proposer or its refusal to enter into an Agreement in the timeframe identified unless extended at the sole discretion of HCDA, so as not to delay the commencement of the PSA, HCDA reserves the right to accept the proposal of any other Proposer and make an award of PSA to such Proposer subject to County of Humboldt approval, or to negotiate for the modification of any proposal with another Proposer.

7.0 REQUIRED PROPOSAL DOCUMENTS AND FORMAT

7.1 General Instructions and Information

7.1.1 Submittal of Proposal. Proposals shall be submitted before the deadline and in the format identified in this RFP. Each proposal must be completely filled out and signed by a representative of the company submitting the proposal authorized to make contractual commitments on behalf of the entity. Proposals must be submitted on or before the time and date indicated in this RFP. Proposals received after the submission deadline will not be accepted. Failure to meet proposal requirements will determine the proposal to be considered incomplete and will disqualify the proposal from being considered responsive to the RFP. Proposers shall provide any additional information that they deem applicable to provide supporting information of the entity's qualifications as an addendum to the submission forms. Supplemental information shall be limited to ten (10) single sided pages excluding equipment cut sheets. Supplemental information cannot be a substitute for required proposal criteria.

7.1.2 Sales Tax. The Selected Proposer will be responsible for collecting and remitting sales tax on each transaction on behalf of the HCDA as required by California law and any other jurisdiction with taxing authority over ACV.

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7.1.3 Preparation of Proposal. The Proposer’s company name and authorized signature must appear on each page of the proposal that calls for a signature. Any costs associated with developing the submission of a proposal will be at the sole expense of the Proposer. All historical information provided in the RFP is background information only and is not a representation by HCDA of any future commitments or activity levels.

7.2 Formatting Requirements

Proposals shall be organized in the following manner regarding the order and headings of the Proposal Sections.

7.2.1 Introductory Letter

The introductory letter shall in two (2) page or less describe the Proposer’s qualifications and experience regarding the provision of the services set forth in this RFP. The letter shall include the following information for the Proposer’s point of contact authorized to bind the entity for any communications related to the proposal: (a) brief description of Proposer’s business services; (b) relevant business experience operating similar airport management operations as outlined in the Proposer’s proposal; and (c) a list of any subcontractors that will be retained to performance services set forth in this RFP. The introductory letter shall be signed in blue ink by an authorized representative of the Proposer.

7.2.2 Signature Affidavit

Each proposal must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment A – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle HCDA to pursue any remedy authorized by law, including, without limitation, the termination of the final PSA resulting from this RFP process. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

7.2.3 Table of Contents

Proposals shall include a table of contents that identifies submitted material by sections 1) through 12), and any subsections thereof, in the order listed above with sequential page numbers.

7.2.4 Business Profile

Proposals shall include a clear and concise business profile narrative including company overview, and qualifications and experience overview, that identifies the Proposer’s ability to provide the Services set forth in this RFP.

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7.2.4.1 Company Overview. The business profile must include an overview of the business structure and operation of the Proposer's firm. The company overview should include, at a minimum, all the following items:

- 1) The Proposer's business name, physical location, mission statement, legal business status, annual sales, and current staffing levels.
- 2) A detailed description of the Proposer's current and previous business activities, including, without limitation:
 - a. The history of the Proposer's business, including, without limitation, the date when the business was founded and how innovation and high-quality performance is fostered to comply with the requirements of this RFP.
 - b. The number of years the Proposer has been operating under the present business name, and any prior business names under which the Proposer has provided services equivalent to those set forth in this RFP.
 - c. The number of years the Proposer has been providing services at airports equivalent to those set forth in this RFP.
 - d. The total number of airports or similar commercial operations for which the Proposer has provided services equivalent to those set forth in this RFP, specifically utilizing the technology and equipment that is being proposed.
- 3) A detailed description of any litigation regarding the provision of services equivalent to those set forth in this RFP that has been brought by or against the Proposer, including, without limitation, the nature and result of such litigation, if applicable.
- 4) A detailed description of any fraud convictions related to the performance of public contracts, if applicable.
- 5) A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
- 6) A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
- 7) A detailed description of any controlling or financial interest the Proposer has in any other firms or organizations, or whether Proposer's business is owned or controlled by any other firm or organization. If the Proposer does not hold a

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controlling or financial interest in any other firms or organizations, that must be stated.

7.2.4.2 Qualifications and Experience Overview. The business profile must include an overview of the Project Team’s qualifications and experience regarding the provision of services equivalent to those set forth in this RFP. The overview of qualifications and experience should include, at a minimum, all the following items:

- 1) Identification of the Project Team, including, without limitation, an organizational chart which identifies all key personnel and subcontractors that will be responsible for providing the Services set forth in this RFP.
- 2) The number of staff members employed by the Proposer, and each subcontractor included in the Project Team, that are currently providing services equivalent to those set forth in this RFP.
- 3) A detailed description of the Proposer’s overall experience in providing services equivalent to those set forth in this RFP.
- 4) A detailed description of the Proposer’s overall knowledge of the requirements pertaining to the provision of services equivalent to those set forth in this RFP.
- 5) A detailed description of the qualifications and experience of each Project Team member regarding the provision of services equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, special training, licenses, certifications and résumés of all key personnel that will be responsible for providing the Services set forth in this RFP.

7.2.5 Quality Assurance Capabilities

7.2.5.1 Description of Services. Proposals shall include an overview of how the services provided by the Proposer will comply with the requirements set forth in this RFP. The description of services portion of the Proposal should include, at a minimum, all the following items:

- 1) A description of each Project Team member’s role and responsibilities regarding the provision of the Services set forth in this RFP.
- 2) A detailed description of any Services set forth in this RFP that will not be included in the services provided by the Project Team and the reason for the exclusion of such Services.
- 3) A description of any and all procedural techniques that the Project Team will utilize in order to add value to the Services set forth in this RFP.

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7.2.5.2 Project Understanding and Quality Control. Proposals shall include an overview of the Proposer’s policies and procedures regarding quality control. The quality control overview should include, at a minimum, all the following items:

- 1) A detailed description of the Proposer’s understanding of the requirements applicable to the provision of the Services set forth in this RFP.
- 2) A detailed description of the management strategies that will be utilized by the Proposer in order to achieve the performance specifications of the Proposal in an efficient and effective manner.
- 3) A detailed description of the Proposer’s ability to implement “industry best practices” approaches, including innovative management methods and techniques and identify opportunities for the use of such methods and techniques.
- 4) A detailed description of the expected communication channels between the Proposer and HCDA to ensure that the Services set forth in this RFP will be performed to HCDA’s satisfaction, including, without limitation, how problems will be resolved.

7.2.6 Staffing Plan

A detailed outline of the staffing plan, the use of technology being proposed to meet the customer service standards and hours of operation to meet the performance requirements as outlined in this RFP. Complete proposals must provide detailed staffing structure including the number of traditional labor staffing and position titles, responsibilities, benefits offered, corporate support, recruitment plan and timeline, and employee training. Proposals must also provide sufficient detail of how technology will minimize dependency on traditional labor staffing.

7.2.7 Technology, Equipment, and Installation Schedule

7.2.7.1 Operation Manuals. An outline of the proposed interim and final operations manuals. Complete proposals must include all topic areas.

7.2.7.2 Equipment, Software, and Information Cut Sheets. Cut sheets for the equipment, software, and information requested in the RFP.

7.2.7.3 Technology and Equipment. A detailed technology and equipment proposal. Complete proposals must include the quantities and type of equipment proposed, geographical location of equipment,

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utility requirements, itemized initial start-up purchase costs and itemized ongoing equipment costs, required software and licensing costs and two (2) years of support, and supporting technical information such as the use of a centralized call center located off-site to support the operation. Complete proposals must include projected delivery time and the time required for installation. This shall include a two (2) year maintenance agreement as a separate line item. The HCDA reserves the right to adjust the equipment and/or maintenance agreement at its sole discretion.

7.2.8 Implementation Plan

All proposals must include a detailed implementation plan and schedule for commencement of the service included in the proposal. The plan shall include, at a minimum, the following:

- 1) The overall action plan to include the process and timeline for the respective steps to be implemented prior to commencement.
- 2) For the fully operational phase and installation of all proposed equipment and software at both parking lots, provide a detailed outline of the total staffing proposed to include full and part time positions, proposed hours for on-site coverage, a job description for each position, how license plate inventories will be accomplished, and benefits being provided for each class of employee. This must also include a detailed description of how any staff will be recruited and the initial and recurrent training plans. The plan must also include how vacation and/or other absences will be covered. Cut sheets of the uniforms to be provided should also be included. The Selected Proposer will be required to provide customer amenity services on site. It is anticipated that a combination of on-site labor, and technology-based services, will be available during times when aircraft are arriving/departing to serve customers. Proposers shall identify the process for call-in requests and what lead time will be required in the event that there is not staff on-site when a service is required.
- 3) A detailed plan and timeline for the development of the applicable policies and procedures for operation following completion of improvements specific to the ACV operation. Within thirty (30) calendar days prior to the commencement of services under this Agreement, the Selected Proposer shall select and train a full-time on-site Manager. The Selected Proposer will be provided limited access to the facilities included in this Agreement for training, assessment, and orientation to train personnel prior to the commencement date. The policies and procedures must address the operation of the existing equipment and a phasing plan

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on how it will be repaired until taken out of service and how the new systems will be operated under conditions following completion of the project.

- 4) Ordering of all stock required to support the operation must be on-site a minimum of ten (10) working days prior to the implementation of this Agreement.
- 5) Proposers shall include in their recommendation any equipment and/or technology enhancements that will need to be implemented during and following completion of the construction to achieve a first-class performance level of the public parking operation. This should include recommendations on enhanced use of technology or other resources not existing at ACV currently to reduce overall operating costs and maximize customer service. Proposers shall also include a listing of all spare equipment that the Proposer believes will be necessary in order to allow for continuously functional operation.
- 6) A proposed operating budget by month for the first full year of the Agreement. This should include all operating responsibilities that are defined in this RFP and sample PSA as the responsibility of the Selected Proposer.

7.2.9 References

7.2.9.1 Reference Data Sheet. References from two (2)

airports/commercial operators where the proposer has provided similar services or technology as provided in Proposer's proposal during the past five (5) years.

7.2.9.2 Required Information. The performance information provided with each reference must be clearly correlated to the Services and requirements set forth in this RFP. Each reference must include, at a minimum, all the following items:

- 1) The name, physical address, e-mail address and telephone number for the current contact person of each referenced client.
- 2) The dates of project commencement and completion for each referenced client.
- 3) A detailed description of how the services provided by the Proposer led to the accomplishment of each referenced client's project objectives.
- 4) A detailed description of the outcome of each referenced client's project.

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- 5) A detailed description of all work products prepared for each referenced client that are comparable to the documents that will be prepared pursuant to the terms and conditions of the final PSA resulting from this RFP process.
- 6) Profiles with description of the operational plan and staffing model.
- 7) A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

7.2.10 Evidence of Insurability and Business Licenses

Proposers shall submit evidence of eligibility for all insurances required by the sample PSA that is attached hereto as Exhibit C – Sample Professional Services Agreement and incorporated herein by reference as if set forth in full. Upon the award of the final PSA, the Selected Proposer will have ten (10) calendar days to produce certificates of the required insurance, including, without limitation, a certified endorsement naming the County as an additional insured. However, Proposers should not purchase additional insurance until a final Professional Services Agreement has been awarded. In addition, Proposers shall certify the possession of all licenses and/or certifications required for the provision of the services set forth in this RFP.

7.2.11 Security Bond

Proposers are required to submit a proposal guarantee in the amount of Five Thousand Dollars (\$5,000.00), payable without condition or recourse to "County of Humboldt". This proposal guarantee may be in the form of a security bond from a reliable surety company licensed to operate in the State of California, Letter of Credit from a banking institution, or cashier's check.

The security will be held by the County until after a PSA has been executed by HCDCA with the Selected Proposer. The security bond will be returned (without interest) to all Proposers except the Selected Proposer, whose security will be held until an acceptable performance bond or approved alternative form of security is received and an Agreement executed.

Included in all proposals, it shall be mandatory that a security bond from a reliable surety company licensed to operate in the State of California, letter of credit, or a cashier's check, payable without recourse to "Humboldt County Department of Aviation", must be submitted in the amount of five thousand dollars (\$5,000.00) as security bond with all proposals submitted prior to the deadline. Proposers shall include copies of the security bond to the proposal. Failure to submit the required security bond will determine the proposal to be incomplete and disqualify the proposal from being considered responsive to the

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RFP. Once submitted, proposals will be valid for up to ninety (90) calendar days. If submitting electronically, the security bond must be delivered to HCDA prior to the submission deadline date and time.

7.2.12 Performance Guarantee

The Selected Proposer shall post with the County a performance guarantee to be maintained for the duration of the Base Term of the Agreement and the Option Term, if executed, as called for in this Agreement in the amount of five hundred thousand dollars (\$500,000) upon final execution of the Agreement. The financial guarantee may be in the form of a guarantee with a company authorized to do business in the State of California, a letter of credit from the Selected Proposer's banking institution, or a cashier's check payable without recourse to HCDA. If the Selected Proposer submits a guarantee, then that guarantee shall be issued by a surety company acceptable to HCDA. Proposers must identify in their proposals who will surety if they are going to submit a guarantee for the performance bond and that the guarantee company is authorized to do business in the State of California. During the Term of the Agreement, if there are any claims on the Performance Guarantee, the Selected Proposer must replenish the amount to the full value within five (5) calendar days upon receipt of written notice.

The Selected Proposer shall enter into the PSA, similar in form to the sample Agreement attached, unless exceptions are noted in writing as part of the submission and approved at HCDA's sole discretion and negotiations completed within ten (10) business days after receiving notification of recommendation of award of PSA or shall forfeit the Five Thousand Dollar (\$5,000.00) security bond as liquidated damages. At the sole discretion of the HCDA, the Director of Aviation may grant additional time to execute an agreement if warranted.

7.3 Required Attachments

Proposals that do not contain each of the following requirements will be considered nonresponsive and rejected by HCDA:

- 1) Introductory Letter
- 2) Signature Affidavit
- 3) Table of Contents
- 4) Business Profile
- 5) Quality Assurance Capabilities
- 6) Staffing Plan
- 7) Technology and Equipment Proposal
- 8) Implementation Plan and Schedule
- 9) References
- 10) Exceptions to Specifications and/or Sample Agreement
- 11) Projected Expense Budget
- 12) Equipment and Information Cut Sheets

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13) Security Bond and Performance Guarantee

7.4 **Exceptions, Objections, and Requested Changes**

The RFP includes Exhibit D: Sample Professional Services Agreement as the base document that will be used in the final negotiation of the PSA with the Selected Proposer. The terms and conditions outlined in the PSA will be used unless HCDA agrees, in its sole discretion, to consider alternative language included in the RFP proposal response. **Unless a requested change is identified in the “exceptions” section of the proposal, the term and conditions of the sample PSA will be final.** Proposers shall include with their submitted proposals a detailed list of any exceptions to the specifications and/or requirements sample agreement, on a point-by-point basis with the recommended change. HCDA reserves the right to accept or reject any or all exceptions at its sole discretion. The materiality of the exceptions noted will be factored into the evaluation process.

8.0 MODIFICATION AND CORRECTION OF PROPOSALS

8.1 **Requests for Clarification or Correction**

All written questions or requests for clarification will be responded to electronically and distributed to all potential Proposers who participate in the on-site proposer walk-through on September 30, 2024. Only communication distributed in writing will be considered as an official position of HCDA. Any verbal communications conducted during the on-site proposer walk-through and written communications not identified as an Addendum with the designated point of contact for this RFP will not be binding upon HCDA. Potential Proposers will be required to submit written questions and requests for clarification electronically to jdecoster@decommaviation.com for subjects discussed in those venues and the written responses will be provided as the official position of HCDA through the issuance of a written addendum according to the schedule identified in this RFP.

8.2 **Addenda**

All addenda to this RFP will be transmitted electronically to all eligible potential Proposers participating in the on-site proposer walk-through in accordance with the timeline identified in this RFP. **It is the responsibility of the Proposer to acknowledge all addenda received in the cover letter to the proposal.**

9.0 EVALUATION CRITERIA AND SELECTION PROCESS

9.1 **Evaluation Criteria**

A selection committee will be established by the HCDA to evaluate and score all qualifying proposals according to the weighted criteria as follows:

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<u>Criteria</u>	<u>Potential Points</u>
1. Company background, experience, and references	30
2. Phasing plan, implementation plan, and final staffing plan	20
3. Use of technology and staffing	30
4. Materiality of exceptions noted	10
5. Compliance with submission format and forms	10
Total	100

The top ranked Proposer that successfully finalizes an Agreement for execution will agree to a joint presentation with the HCDA to the Humboldt County Board of Supervisors upon selection and award.

9.2 Acceptance of Proposals

9.2.1 Requirements for Acceptance. Requirements for acceptance of Proposer proposals are contained herein this RFP. All proposals will be date and time-stamped by HCDA.

9.2.2 Electronic Proposals. Electronic proposals will be accepted. Electronic proposals shall be submitted to: idecoster@decommaviation.com. If submitted electronically, the security bond must be delivered to the County prior to the deadline date and time. Copies of the bid security should be included in the proposals.

9.2.3 Late Proposals are Non-Responsive. Proposals received after the RFP deadline are considered non-responsive and will not be accepted.

9.2.4 Omission of Signature Affidavit. Omission of a Signature Affidavit is functionally the lack of signature for the proposal, therefore making the proposal submission non-responsive to the RFP.

9.3 Deviation from Specifications

As part of the evaluation process, the HCDA reserves the right to narrow the list of qualified Proposers to a “short list” and conduct virtual interviews with those Proposers. The HCDA will use its best efforts to coordinate the date and time of such interviews, if required, for a time that is suitable to all parties. Failure to participate in the interview, if designated as a short list candidate, will be grounds for the Proposer to be considered non-responsive and the proposal will be eliminated from further consideration.

9.4 Awards

Upon successful negotiation of the PSA, the final award is subject to approval by the Humboldt County Board of Supervisors.

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9.5 **Award Protest**

The award of the PSA to the successful Proposer shall be considered final.

10.0 **CONTRACT DEVELOPMENT AND TERMS AND CONDITIONS**

10.1 **Contract Negotiation Process**

Once the evaluation process set forth in this RFP has been completed, HCDA will notify the Proposers of the final rankings and negotiate the terms and conditions of the final PSA with the highest-ranking Proposer. The highest-ranking Proposer shall participate in good faith contract negotiations in accordance with direction from HCDA. Any delay caused by the Selected Proposer's failure to participate in good faith contract negotiations may lead to rejection of the Proposal, upon which HCDA will suspend negotiations and commence negotiations with the next highest-ranking Proposer. The successfully negotiated PSA will be presented to the Humboldt County Board of Supervisors for final approval and execution.

10.2 **Contractual Requirements**

10.2.1 **Base Term, Optional Term, and Holdover.** The following Base Term and Option Terms shall apply:

10.2.1.1 ***Base Term.*** The Selected Proposer will enter into a five-year Base Term commencing on January 1, 2025, through December 31, 2029.

10.2.1.2 ***Option Term.*** In addition to the Base Term identified above, one additional five-year Option Term will be offered and exercisable upon mutual agreement of the parties. The parties must agree and exercise the Option Term a minimum of one hundred eighty (180) calendar days prior to expiration of the Base Term and no greater than three hundred sixty-five (365) days prior to the expiration of the Base Term. If the Option Term is not exercised in the timeframe identified, the Agreement will terminate at the end of the Base Term on the expiration date identified with no further obligation on the part of either party other than the provisions contained in the Agreement.

10.2.1.3 ***Holdover.*** The Selected Proposer, at the sole discretion of the HCDA, may be required to Holdover in the event that the succeeding Agreement is not in place at the expiration of the Base Term or the executed Option Term. Under Holdover, the Selected Proposer shall continue on a month-to-month basis for a period not to exceed six (6) continuous months and such continuation shall be under the terms and conditions contained in the expired Agreement. The HCDA has the right to terminate the Holdover upon thirty (30) calendar days written notice without cause.

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10.2.2 Hours of Operation and Customer Service. Proposers must be prepared to offer premium customer service 24-hours per day / 7-days per week by locally based personnel and/or through the use of reliable and customer friendly technology, including a call center. It is the intent of the HCDA to provide convenient public parking through use of credit card machines at the exit lanes and through walk-and pay payment processing units that can be validated at the exit lanes to process exiting customers. Proposers must make available a 24/7 remote call center with camera connection that has the ability to process the customer on a remote basis in an expedient manner in the event special handling is required. During the hours of operation, the Selected Proposer must have a full-time manager, or designee, locally based on site or that can be on-site within thirty (30) minutes after a call. The designee must have the authority to make decisions and resolve customer issues real time. The Director of Aviation reserves the right to consult with the Selected Proposer on the most effective method to meet the customer demands. The Selected Proposer will be expected to provide car starting services at no charge as part of the service under this PSA.

The public parking lot will require periodic physical monitoring during all times of the day. Proposers shall identify how this will be accomplished and the recommended frequency. The Selected Proposer will also be required to conduct and submit in writing within twenty-four (24) hours of completion, three (3) license plate inventories per week on a schedule agreed to by the Director of Aviation, or designee.

The minimum equipment outlined in the RFP is a base level that must be provided. Proposers shall review the performance requirements and include a recommendation on what they believe will be required to achieve the level of performance indicated as well as a complete description of any proposed use of technology and the proposed cost of the requested investment, including installation. The HCDA will provide utilities to the designated locations at the sole expense of the HCDA. A diagram depicting the location, utility requirements, and quantity of the equipment must be included in the proposal. The diagram shall identify all electrical requirements by location and if any footings/base are requirements are required. The HCDA reserves the right to accept or reject any submitted proposals and to make decisions that are in the best interest of the HCDA.

Should HCDA need to partner with the Selected Proposer to fund the equipment, the Selected Proposer will be responsible for the funding of all

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recommended technology and/or equipment with the prior written approval of HCDA. Proposers shall identify company costs for equipment, software, and two years of full-service support following installation in their proposal so that the information may be factored into the evaluation process. The Selected Proposer will be responsible for coordinating with the Director of Aviation, or designee, and arranging for purchase, delivery, installation, training, and maintenance of all equipment used in the operation of the parking management program.

10.2.3 Concession Fees. All gross revenues are to be collected by the Selected Proposer and shall be recorded and deposited into a HCDA account as designated by HCDA daily, excluding holidays, or on a schedule as agreed to by HCDA in writing. The Selected Proposer will be responsible for all operating costs associated with the operation in accordance with the terms and conditions contained in this RFP and executed PSA. Failure to deposit the gross revenues in a timely basis may be considered an element of default under the terms and conditions of the PSA.

The PSA is a concession fee-based Agreement with the parties sharing eligible Gross Revenues as collected and deposited in HCDA's account. The Percentage Fee allocations shall be computed as a percentage of Gross Revenues, less taxes and validated parking tickets. The Percentage Fee schedule due to HCDA is as follows:

- 1) 65% of annual Gross Revenues between \$0.00 and \$200,000.
- 2) 75% of annual Gross Revenues between \$200,001 and \$400,000.
- 3) 80% of annual Gross Revenues between \$400,001 and \$600,000.
- 4) 90% of annual Gross Revenues between \$600,000 and \$1,000,000.
- 5) 93% of annual Gross Revenues above \$1,000,001.

Credit card processing fees will be reimbursed monthly by HCDA.

Within ten (10) calendar days following the end of each month, there will be a reconciliation report prepared by and signed by an officer of the Selected Proposer confirming the Gross Revenue reported, the detail of ACV authorized validated tickets for which fees have been waived, the sales tax due and payable by Selected Proposer to the respective taxing agencies, the net Gross Revenue, the percentage split based on the schedule outlined above, and the amount due the Selected Proposer. Payment will be made to the Selected Proposer within ten (10) calendar days following the submission and verification of the monthly report.

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10.2.4 Parking Rates. HCDA shall be solely responsible for establishing all parking rates for all revenue associated with the operation of the public parking program. The rates identified in **Table 8: Proposed Rates** (Section 2.3.2. Proposed Parking Rates) of this RFP were approved as part of the Humboldt County Board of Supervisors' adopted Rate and Fee Schedule, effective February 12, 2024. Parking rates are subject to change annually pursuant to the Board of Supervisors' approved Rate and Fee Schedule. Following parking rate changes, the HCDA will provide notice to the Selected Proposer in writing thirty (30) calendar days prior to the implementation of any rate changes. During the Term of the Agreement, parking rates will be no less than what is in existence at the commencement of the Agreement. The Selected Proposer shall be responsible for coordinating and installing all signage changes required as directed by the Director of Aviation, or designee, and any such change will be a reimbursable expense. The Selected Proposer will be responsible for publicly posting all rates at locations designated by the Director of Aviation, or designee. The HCDA shall be responsible for updating the HCDA website reflecting the current parking rates.

10.2.5 Humboldt County Department of Aviation Responsibilities. The HCDA will be responsible for the funding of all agreed to construction of the parking lot and the funding of equipment and software related to the access control system and revenue management system unless agreed to otherwise in writing by the parties.

The HCDA will be responsible for roadway and parking lot construction and repairs, striping, landscaping, electricity, lighting, EV charging stations as determined at the sole discretion of HCDA, any structures developed for passenger convenience to and from the lot, and heavy parking lot cleaning. Note: The Selected Proposer is responsible for maintaining trash containers, including trash removal. However, HCDA may negotiate providing trash management for an additional charge.

The HCDA is responsible for all utility costs, including a landline phone connection, if required for connection to the call center, associated with the normal duties associated with this Agreement. The HCDA will provide free public internet service in the terminal. If the Selected Proposer requires a secure network or internet service in the parking lots, the Selected Proposer will be responsible for arranging and funding all installation and usage charge payments.

During the Base Term of the Agreement and the Option Term, if exercised, HCDA shall be responsible for furnishing all software and programming

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upgrades to the public parking management system, excluding any technology related changes to the Selected Proposer managed call center service. Software, upgrades, and base system, excluding any call center equipment and software, are the property of HCDA and shall remain property of the HCDA, subject to any licensing provisions, following the termination of the Agreement.

10.2.6 Selected Proposer Responsibilities. The Selected Proposer shall be required to utilize staff and technology to operate the public parking facilities as efficiently as possible while meeting customer service performance requirements with a high level of customer service. The Selected Proposer will also be required to provide a full-time local manager, or authorized designee, during normal working hours and on-call management response within thirty (30) minutes when staff is not on-site. The Selected Proposer will be responsible for maintaining all computers and software required to conduct all internal management requirements as well as any call center system equipment and connections at its sole expense without reimbursement.

The Selected Proposer shall institute revenue control procedures for the public parking facilities including, where necessary: 1) procedures to control ingress and egress to the parking facilities, 2) procedures for collecting proper fees in accordance with the approved parking rate schedule and depositing the receipts in the bank designated by the Director of Aviation, 3) on-site uniformed staff (to the level proposed and agreed to by the Director of Aviation) and trained to perform their duties in an efficient and courteous manner and support technology related alternatives to accomplish the responsibilities, 4) the timely payment of applicable sales taxes to the appropriate taxing units, and 5) providing HCDA with daily, monthly, and annual reports as requested.

The Selected Proposer shall be responsible for, at its sole expense, providing normal maintenance on all equipment and improvements to include the revenue control equipment, gates, pay-stations, cameras, cell phones and/or radios, call center equipment, and Selected Proposer's equipment and furnishings.

The Selected Proposer, at its sole expense, shall furnish all forms, tickets, tools, and supplies needed for the successful completion of this Agreement.

The Selected Proposer shall be responsible for the payment of all personal property taxes and license fees that may be levied or assessed during the

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Term of this Agreement associated with the transacting the business on the Premises by the Selected Proposer.

In the performance of its service at ACV, the Selected Proposer will maintain a high degree and standard of professionalism. In particular, the Selected Proposer will comply strictly with the following conditions and requirements:

- 1) Operate and manage the parking facilities in accordance with the highest standards and practices of the commercial airport parking industry.
- 2) Train employees and call center personnel under the ACV PSA in the approved customer service techniques, and the financial management policies and procedures to comply with the terms of the Agreement.
- 3) Conduct operations in an orderly and courteous manner, so as not to annoy, disturb, or offend customers, patrons, employees, or tenants at ACV. On-site employees shall wear clean uniforms approved by HCDA when on duty.
- 4) Provide and maintain sufficient materials, supplies, and equipment to ensure a high standard of parking service and to avoid all disruptions to customers within the reasonable control of the Selected Proposer.
- 5) Provide prompt, courteous, and efficient customer service to airport customers.
- 6) Maintain the parking facilities in operation and open for service twenty-four (24) hours per day, seven (7) days per week, including holidays.
- 7) Employ trained personnel, who shall be clean, courteous, efficient, and neat in appearance.
- 8) Pay all taxes assessed against Selected Proposer's owned furnishings, equipment, earnings, personal property, or stock of merchandise and supplies. Pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at ACV.
- 9) Comply with applicable federal, state, county, and local codes, regulations, and ordinances, including the rules and regulations governing the use and operation of ACV.
- 10) Comply with all appropriate codes, regulations, and ordinances of Humboldt County and the State of California.
- 11) Keep accurate records and books of account on site, or available within twenty-four (24) hours upon written notice, in accordance with Generally Accepted Accounting Principles (GAAP) necessary for submitting monthly activity reports as established by the Agreement.
- 12) Provide insurance as required.

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- 13) Provide bonding for all employees used in the performance of the PSA against theft and fraud. Proposers must provide evidence of the bonding capability in the proposal.
- 14) Provide a license plate inventory report to the Director of Aviation or designee a minimum of three (3) times per week or on a schedule as agreed to in writing by the Director of Aviation.
- 15) Deposit all revenue daily or on a schedule agreed to in writing by the Director of Aviation.

10.2.7 Time Allowed for Execution of Contract. The Selected Proposer will be required to execute a PSA for ACV Parking Facilities Management Agreement after receiving written notification of a recommendation of award of the PSA within ten (10) working days after notice. Negotiations will be limited to ONLY those items identified in the exceptions portion of the proposal. If not noted as an exception, the terms and conditions of the sample PSA attached as part of the RFP will be the final version of the document. The final PSA will be subject to HCDA for final approval and execution as determined solely by the Humboldt County Board of Supervisors.

10.2.8 Termination for Cause. If, in HCDA's opinion, the Selected Proposer fails to adequately provide the agreed upon services within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in the final PSA resulting from this RFP process, or violates any local, state or federal law, regulation or standard applicable to the performance thereof, HCDA may immediately terminate the PSA upon written notice, or reduce the amount of compensation to be paid to the Selected Proposer pursuant to the terms and conditions thereof.

10.2.9 Termination without Cause. The HCDA may terminate the final PSA resulting from this RFP process without cause upon thirty (30) days advance written notice to the Selected Proposer.

General Reporting Requirements. In connection with the performance of duties identified in the PSA, the Selected Proposer will be required to provide the HCDA with any and all reports that may be required by any and all local, state and/or federal agencies.

10.2.10 Disclosure of Confidential Information. In connection with the execution of the final PSA resulting from this RFP process, the Selected Proposer will be required to protect all confidential information obtained pursuant to the terms and conditions thereof in accordance with all applicable local, state and federal laws, regulations and standards.

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- 10.2.11 Compliance with Anti-Discrimination Laws. In connection with the execution of the final PSA resulting from this RFP process, the Selected Proposer will be required to comply with any and all applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000, Division 21 of the California Department of Social Services Manual of Policies and Procedures, United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60, and any other applicable local, state and/or federal laws, regulations and standards.
- 10.2.12 Nuclear-Free Humboldt County Ordinance Compliance. In connection with the execution of the final PSA resulting from this RFP process, the Selected Proposer will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. The HCDA shall have the right to immediately terminate the PSA if it is determined that the Selected Proposer falsified the certification or subsequently becomes a Nuclear Weapons Contractor.
- 10.2.13 Indemnification Requirements. The Selected Proposer ("Indemnitor") shall fully indemnify, defend, save and hold harmless the Humboldt County and their officers, agents, representatives, contractors, and employees (collectively, "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from HCDA on account of injury or damage to persons including, without limitation on the foregoing, premises defects, workers' compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part: (i) Selected Proposer's performance under the Agreement; (ii) Selected Proposer's occupancy of the Premises and any and all activities associated with the Selected Proposer's use of the Premises; (iii) the violation by the Selected Proposer, its officers, employees, agents, contractors, subcontractors or representatives of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly or indirectly, to the Agreement; (iv) the exercise of rights under this Agreement; or (v) an act

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or omission on the part of Selected Proposer, its officers, employees, agents, contractors, subcontractors or representatives pertaining to the Agreement, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of Indemnitees, or any of them, but not if caused by the sole negligence of Indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorneys' fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident. The Selected Proposer covenants and agrees that, if any of the Indemnitees is made a party to any litigation against the Selected Proposer or in any litigation commenced by any party, other than the Selected Proposer relating to the Agreement, Selected Proposer shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend any of the Indemnitees in all actions based thereon with legal counsel satisfactory to HCDA, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any the liability, injury, damage, loss, demand, claim, or action.

10.2.14 Insurance Requirements. In connection with the execution of the final PSA resulting from this RFP process, the Selected Proposer will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile liability, workers' compensation and professional liability insurance policies. The Selected Proposer shall furnish the HCDA with certificates and original endorsements effecting any and all required insurance coverage prior to the HCDA's execution of the PSA. In addition, the HCDA may require additional insurance dependent upon the final scope of services that will be provided by the Selected Proposer.

10.2.15 Compliance with Applicable Laws, Regulations, and Standards. In connection with the execution of the final PSA resulting from this RFP process, the Selected Proposer will be required to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of the services required thereunder. In addition, the Selected Proposer will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.

10.2.16 Assignment. The final PSA resulting from this RFP process, and any amendments thereto, shall not be assignable by the Selected Proposer

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without the prior written approval of the HCDA. Said approval shall be granted at the sole discretion of the HCDA.

10.2.17 Jurisdiction and Venue. The final PSA resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of the PSA shall be litigated in the State of California, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure Sections 394 or 395.

11.0 RESERVATION OF RIGHT: CANCELLATION OF THE RFP PROCESS

The HCDA hereby reserves the right to cancel this RFP process at any time after the issuance of this RFP, but prior to the award of a final PSA, if the HCDA determines, in its sole discretion, that cancellation is in the best interest of HCDA for reasons, including, without limitation, the following: the Services set forth in this RFP are no longer required; the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith; or HCDA determines, after review of the Proposals, that the HCDA's needs can be satisfied through an alternative method.

The HCDA reserves the right to amend or modify the preliminary scope of the services set forth in this RFP prior to the award of a final PSA, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the HCDA to award a PSA for the provision of the Services set forth in this RFP or to pay any costs incurred in the preparation of any Proposals.

EXHIBITS

EXHIBIT A: RFP Signature Affidavit

EXHIBIT B: Reference Data Sheet

EXHIBIT C: Scope of Services

EXHIBIT D: Sample Professional Services Agreement

EXHIBIT E: Proposed Parking Facilities

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**EXHIBIT A:
RFP SIGNATURE AFFIDAVIT**
(Submit with Proposal)

REQUEST FOR PROPOSALS – NO. AV2023-001 SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION/AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

The California Public Records Act, California Government Code Sections 6250, et seq., defines a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or agency to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named agency and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. AV2023-001 and declares that the attached Proposal and pricing are in conformity therewith.

Signature

Title

Name

Date

This agency hereby acknowledges receipt / review of the following Addendum(s), if any
Addendum # [] Addendum # [] Addendum # [] Addendum # []

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**EXHIBIT B:
REFERENCE DATA SHEET
(Submit with Proposal)**

REFERENCE DATA SHEET
Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.

NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	
PHONE #:	
EMAIL:	
FAX #:	
DEPARTMENT NAME:	
APPROXIMATE COUNTY (Agency) Population:	
DESCRIPTION OF SCOPE OF WORK:	

NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	
PHONE #:	
EMAIL:	
FAX #:	
DEPARTMENT NAME:	
APPROXIMATE COUNTY (Agency) Population:	
DESCRIPTION OF SCOPE OF WORK:	

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NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	
PHONE #:	
EMAIL:	
FAX #:	
DEPARTMENT NAME:	
APPROXIMATE COUNTY (Agency) Population:	
DESCRIPTION OF SCOPE OF WORK:	

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EXHIBIT C: SCOPE OF SERVICES

Proposer submissions to the RFP must include must provide a Scope of Services that meets or exceeds requirements outlined in this Exhibit C: Scope of Services.

SECTION 1: OUTLINE OF ANTICIPATED SERVICES

Proposers are encouraged to submit leading edge concepts that will accomplish the following goals:

- a. Install reliable and efficient technology designed to withstand the elements of the local marine environment to control ingress and egress; collect fees; accurately and efficiently manage and control revenue; and streamline the processing of customers. This will include daily deposits of all revenues to HCDA's designated bank account with supporting detailed documentation provided to HCDA daily within twenty-four (24) hours of deposit and additionally providing monthly summary reports. Monthly documentation will be provided to HCDA by the 10th of each month for the previous month's activity.
- b. Improve customer ingress and egress flow and time and provide reliable real-time customer service in the event of disruptions.
- c. Rely heavily on a credit card-based transaction processing system with an in-terminal alternative for cash customers.
- d. Minimize reliance on labor to accomplish daily functions while providing daily management presence for oversight, inspection, customer interface as required, providing or arranging for complimentary customer services for distressed vehicles and customers as required by HCDA, periodic vehicle license plate inventories, and coordination with HCDA management.
- e. Minimize operating costs to increase net revenue to ACV.
- f. Coordinate on behalf of HCDA, short term management of the temporary lots to be established during construction; identify new equipment, utility requirements, and/or software to operate the proposed system; coordinate purchase on behalf of HCDA ordering, delivery, and installation on behalf of equipment and software; and achieve maximum efficiency through use of technology versus traditional on-site labor.
- g. Manage and account for all revenue and authorized non-revenue transactions and allow only those authorized by the Director of Aviation, or designee, and account for all transactions to prevent loss of revenue.
- h. Provide ACV maximum flexibility for management control in meeting the public's parking needs and provide courteous and consistent management of the public parking facilities.
- i. Provide timely daily deposits of revenue and supporting documentation to airport management. Monthly data must be furnished to HCDA by the 10th of each month for the previous month's activity.
- j. Provide 24 hours per day, 7 days per week remote call center easy access at the exit gates to allow customers to interact with live agents for troubleshooting and resolution

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of any real-time problems. The call center must be able to control the ingress and egress gate arms.

- k. Implement and administer the parking rate schedule as determined at the sole discretion of HCDA.
- l. Maintain the new equipment according to manufacturer’s recommended standards and provide feedback to HCDA of any issues related to the equipment and software.
- m. Monitor equipment and make recommendations to HCDA for needed repair and/or replacement.

SECTION 2: OPERATOR REQUIREMENTS

The specifications/requirements included in this RFP outline a performance requirement that the Selected Proposer will be expected to achieve using the “industry best practices” approach as outlined in the proposal. Proposers are encouraged to submit leading edge concepts that they believe will accomplish the goals to include:

- a. Install reliable and efficient technology to control ingress and egress; accurately and efficiently manage and control revenue; and streamline the processing of customers. This will include daily deposits of all revenues to HCDA’s designated bank account with supporting detailed documentation provided to HCDA daily within twenty-four (24) hours of deposit and monthly summary reports. Monthly documentation will be provided to HCDA by the 10th of each month for the previous month’s activity.
- b. Improve customer ingress and egress flow and time and provide reliable real-time customer service in the event of disruptions.
- c. Rely heavily on a credit card-based transaction processing system with an in-terminal alternative for cash customers.
- d. Minimize reliance on traditional labor to accomplish traditional daily functions while providing daily management presence for oversight, inspection, customer interface as required, providing complimentary customer services as required by HCDA, and coordination with HCDA management.
- e. Minimize operating costs to increase net revenue to ACV.
- f. Coordinate on behalf of HCDA, short term repairs to existing equipment during the period from when the new contract commences and the existing lot is shut down for reconstruction and to provide reliable and efficient systems that improve customer experiences; identify new equipment and/or software to operate the proposed system; coordinate purchase on behalf of HCDA ordering, delivery, and installation on behalf of equipment and software; and achieve maximum efficiency through use of technology versus traditional on-site labor.
- g. Manage and account for all non-revenue transactions and allow only those authorized by the Director of Aviation, or designee, and account for all transactions to prevent loss of revenue.
- h. Provide ACV maximum flexibility for management control in meeting the public’s parking needs and provide courteous and consistent management of the public parking facilities.

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- i. Provide timely daily deposits of revenue and supporting documentation to airport management. Monthly data must be furnished to HCDA by the 10th of each month for the month previous.
- j. Provide remote call center easy access at the exit gates to allow customers to interact with live agents for troubleshooting and resolution of any real-time problems. The call center must be able to control the ingress and egress gate arms.
- k. Implement and administer the parking rate schedule as determined at the sole discretion of HCDA.
- l. Maintain the new equipment according to manufacturer's recommended standards.
- m. Monitor equipment and make recommendations to HCDA for needed repair and/or replacement.

SECTION 3: MINIMUM EQUIPMENT REQUIREMENTS

The proposed equipment should be identified in detail and Proposer shall include cut sheets with detailed descriptions in their proposal, pricing for the equipment and software, infrastructure requirements (i.e., electrical), and proposed delivery times for each element of the package proposed. The HCDA will assist the Selected Proposer in funding the purchase of the equipment and software. Proposers shall include in their proposals equipment and technology funding they will allocate toward the proposed parking facilities outlined in the proposal.

In the event that HCDA funding is not available, Proposers shall include in their proposals their willingness to finance the purchase based on a 10-year amortization and the proposed annual amount that would be due from HCDA.

Proposers must provide a minimum of the following in their proposal:

- a. Ticket dispensing units: a minimum of two (2) at each entrance point to include the new north lot and primary lot activated by cameras.
- b. Credit card payment units: a minimum of two (2) at the new north lot exit and three at the main lot or alternative methodology as proposed.
- c. Walk and pay unit: a minimum of one (1) in the terminal for cash and pre-payment alternatives, or alternative methodology proposed.
- d. License plate recognition cameras to monitor ingress and egress points: number TBD at locations as recommended by the Selected Proposer to support both lots. Proposers shall identify proposed locations and quantities.
- e. Software and computers for the revenue control system.
- f. A 24 hour/7-days per week customer call center that can be accessed at the exit point for real time troubleshooting and issue resolution.
- g. A 24 hour/7-days per week on-call software company helpdesk for assistance to resolve problems impacting Selected Proposer's ability to provide customer service.

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NOTE: The equipment outlined above is considered minimum requirements as estimated by HCDA. Proposers shall review Exhibit e: Proposed Parking Facilities and recommend the equipment that will meet the performance requirements as outlined in this RFP. Proposals submitted that do not meet the above minimum requirements will be determined to be non-responsive to the RFP requirements and will not be considered.

In addition to the new parking management equipment, HCDA intends to provide a limited number of EV charging stations for EV in the paid public parking facilities. The HCDA will coordinate with the Selected Proposer on the location, number, and means by which electrical consumption costs will be assessed and charged back to the user. Proposers shall identify in their proposals any experience in methods for collecting electrical usage charge reimbursement from public parking for use or current clients who have a proven methodology for such energy consumption collection.

While the existing lot has a traditional egress booth, it is not the intent of the HCDA to provide a booth when the improvements are completed. The booth will be removed as part of the parking lot reconstruction program. The parking lot access and egress equipment will be fully automated and free-standing. The HCDA will provide at no charge to Selected Proposer, a room in the terminal for the storage of supplies and equipment. Any improvements to the room will be the sole responsibility of the Selected Proposer. Any additional space required by the Selected Proposer will need to be sourced directly by the Selected Proposer.

SECTION 4: EQUIPMENT AND SOFTWARE SOURCING AND PROCUREMENT

Proposers shall include in their proposals the terms under which the equipment, software, and maintenance contract funding would be offered. As an example, the proposed terms could include the total cost plus a six percent (6%) interest rate amortized over a 10-year period with monthly payments issued for the amount due according to the agreed to schedule. Proposers shall include in their proposal a detail of the projected cost and an amortization schedule by month under the terms outlined. If Proposers are not willing to potentially fund some or all of the investment, Proposers shall identify that in their proposal. If the HCDA exercises the option to have the Selected Proposer fund a portion or all of the required investment for equipment software, and a maintenance agreement the HCDA shall reimburse the Selected Proposer on a monthly basis for the agreed to amount over an agreed to time period. If the five-year Option Term is not executed or if the Agreement is terminated without cause prior to the maximum Term, the HCDA agrees to reimburse the Selected Proposer for the remaining principal payments due according to the schedule within thirty (30) calendar days of termination of the contract.

The HCDA will utilize the resources, and expertise, of the Selected Proposer to specify the equipment and software proposed, utilize the Proposer's preferred pricing structure to procure the equipment and software on behalf of HCDA, coordinate procurement to include "best and final pricing" to include a two-year maintenance contract, coordinate delivery, and coordinate installation on behalf of HCDA. The specification of the equipment and software under this

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Agreement will be considered a “sole source” procurement and authorized as part of the award of this RFP. The equipment proposed by the Selected Proposer must be the equipment package that is actually procured. If a Proposer has access to multiple brands, it is the responsibility of the Proposer to propose the brand that best meets the needs of HCDA in their proposal.

Regardless of the source of funds, the equipment and software will become the property of HCDA upon installation.

SECTION 5: HOURS OF OPERATION AND CUSTOMER SERVICE

Proposers must be prepared to offer premium customer service 24-hours per day / 7-days per week by locally based traditional labor personnel and/or through the use of reliable and customer friendly technology, including a call center. It is the intent of the HCDA to provide convenient public parking through use of credit card machines at the exit lanes and through walk-and pay payment processing units that can be validated at the exit lanes to process exiting customers. Proposers must make available a 24x7 remote call center with camera connection that has the ability to process the customer on a remote basis in an expedient manner in the event special handling is required. During the hours of operation, the Proposer must have a full-time manager locally based on site or that can be on-site within thirty (30) minutes after a call or have a designee that will be able to meet that requirement. The designee must have the authority to make decisions and resolve customer issues real time. The Director of Aviation reserves the right to consult with the Selected Proposer on the most effective method to meet the customer demands. The Selected Proposer will be expected to provide car starting services at no charge as part of the service under this contract.

The public parking lot will require periodic physical monitoring during all times of the day. Proposers shall identify how this will be accomplished and the recommended frequency. The Selected Proposer will also be required to conduct and submit in writing within twenty-four (24) hours of completion, three (3) license plate inventories per week on a schedule agreed to by the Director of Aviation, or designee.

SECTION 6: STAFFING AND USE OF TECHNOLOGY

Proposers must identify in their proposal the labor staffing level proposed during the interim operation phase and in the completed condition to accomplish the tasks outlined in this RFP. At a minimum, Proposers must identify a local manager and the designated local employees and call center services available to respond to customer service needs and/or respond to problems through the same periods. Proposers shall include in the submission a proposed local staffing plan by hour by day and how the operation will be monitored and/or managed through the respective phases.

The minimum equipment outlined in the RFP is a base level that must be provided. Proposers shall review the performance requirements and include a recommendation on what they believe will be required to achieve the level of performance indicated as well as a complete description of any proposed use of technology and the proposed cost of the requested

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investment, including installation. The HCDA will provide utilities to the designated locations at the sole expense of the HCDA. A diagram depicting the location, utility requirements, and quantity of the equipment must be included in the proposal. The diagram shall identify all electrical requirements by location and if any footings/base are requirements are required. The HCDA reserves the right to accept or reject any submitted proposals and to make decisions that are in the best interest of the HCDA.

Should HCDA need to partner with the Selected Proposer to fund the equipment, the Selected Proposer will be responsible for the funding of all recommended technology and/or equipment with the prior written approval of HCDA. Proposers shall identify company costs for equipment, software, and two-years of full-service support following installation in their proposal so that the information may be factored into the evaluation process. The Selected Proposer will be responsible for coordinating with the Director of Aviation, or designee, and arranging for purchase, delivery, installation, training, and maintenance of all equipment used in the operation of the parking management program.

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**EXHIBIT D:
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

PROFESSIONAL SERVICES AGREEMENT

**BY AND BETWEEN
COUNTY OF HUMBOLDT
AND [COMPANY NAME]**

**PROJECT NAME: PARKING MANAGEMENT SERVICES AT THE CALIFORNIA REDWOOD COAST-
HUMBOLDT COUNTY AIRPORT (ACV)**

This “Professional Services Agreement” (the “Agreement” or “PSA”) is entered this ____ day of _____ 2024, by and between the County of Humboldt through its Department of Aviation, a political subdivision of the State of California (“COUNTY”), and [company Name], a [State] corporation authorized to do business in the State of California (“OPERATOR”), and is made for the following considerations:

WHEREAS, the COUNTY is the owner and operator of the California Redwood Coast –Humboldt County Airport (“Airport” or “ACV”) located in McKinleyville, CA 95519; and

WHEREAS, the Airport has public parking facilities serving the airport terminal; and

WHEREAS, the OPERATOR is an experienced operator and manager of parking facilities for motor vehicles; and

WHEREAS, the COUNTY and the OPERATOR desire to enter into a PSA whereby the OPERATOR will operate and manage parking of motor vehicles at certain parking facilities at the Airport (sometimes referred to as “Premises”) pursuant to the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the Parties agree as follows:

1. DESCRIPTION OF SERVICES:

A. Scope of Services. The OPERATOR agrees to provide the services described in Exhibit A – Scope of Services, Exhibit F in the RFP proposal submitted by the Selected Proposer, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, the OPERATOR agrees to fully cooperate with the Director of Aviation, or a designee thereof, hereinafter referred to as "Director".

B. Compliance. The OPERATOR agrees to provide the services described in Exhibit

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A - Scope of Services while complying with federal regulations set forth in Exhibit B – AIP-Required Federal Clauses Applicable to Professional Services Agreements, which is incorporated herein by reference as though fully set forth herein.

- C. Representation and Covenants by the OPERATOR: The OPERATOR hereby represents and covenants that it is a corporation in good standing in the State of _____, is duly qualified in good standing and authorized to do business in the State of California, is not in violation of any provision of its governing documents (e.g., articles of incorporation, by-laws, partnership agreement, etc.), has full power to own its properties and conduct its business, has full legal right, power and authority to enter into this Agreement and to consummate all transactions contemplated herein and by proper action has duly authorized the execution and delivery of this Agreement.

2. TERM:

- A. Base Term. The OPERATOR will enter into a five (5) year PSA commencing on January 1, 2025, through December 31, 2029.
- B. Option Term. In addition to the Base Term identified above, one additional five (5) year Option Term will be offered and exercisable upon mutual written agreement. The Parties must agree and exercise the Option Term a minimum of one hundred eighty (180) calendar days prior to expiration of the Base Term and no greater than three hundred sixty-five (365) days prior to the expiration. If the Option Term is not exercised in the timeframe identified, the Agreement will terminate at the end of the Base Term on the expiration date identified with no further obligation on the part of either party other than the provisions contained in the Agreement. The terms and conditions of the Base Term will be applicable to the Option Term, unless agreed to in writing between the parties.
- C. Holdover. The OPERATOR, at the sole discretion of the COUNTY, may be required to Holdover in the event that the succeeding Agreement is not in place at the expiration of the Base Term or the executed Option Term. The OPERATOR shall continue on a month-to-month basis pursuant to the terms and conditions of the Agreement. The COUNTY has the right to terminate the holdover upon thirty (30) calendar days written notice without cause.
- D. Commencement. The commencement date shall occur on the later date of both of the following conditions precedent to this Agreement being satisfied:
- i. The COUNTY has received Certificates of Insurance as required by this Agreement, and,
 - ii. Both parties have signed this Agreement.

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3. TERMINATION:

- A. Termination for Cause. The COUNTY reserves the right, to immediately terminate this Agreement for cause upon written notice to the OPERATOR, if the OPERATOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination Without Cause. The COUNTY may terminate this Agreement without cause upon thirty (30) calendar days advance written notice which states the effective date of the termination.
- C. Compensation Upon Termination. In the event this Agreement is terminated, the OPERATOR shall be entitled to compensation for uncompensated services rendered to date hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to the COUNTY due to a breach of this Agreement by the OPERATOR.

4. CONCESSION FEES:

- A. Gross Revenue. All Gross Revenues shall be collected by the OPERATOR for the parking and storage of motor vehicles whether on an hourly, daily, or weekly basis. Gross revenues shall be recorded and deposited daily into an account as designated by the HCDA, excluding holidays, with a monthly reconciliation report furnished by the OPERATOR no later than the tenth (10th) of the month following. Any interest earned on gross revenues deposited into the account designated by the HCDA, shall be solely retained by the HCDA.
- B. Percentage Concession Fee. The Percentage Concession Fee retained by the HCDA shall be computed as a percentage of annual Gross Revenues:
 - a. 65% of annual Gross Revenues between \$0.00 and \$200,000.
 - b. 75% of annual Gross Revenues between \$200,001 and \$400,000.
 - c. 80% of annual Gross Revenues between \$400,001 and \$600,000.
 - d. 90% of annual Gross Revenues between \$600,000 and \$1,000,000.
 - e. 93% of annual Gross Revenues above \$1,000,001.

The COUNTY will remit to the OPERATOR the remainder of the Gross Revenue collected to the OPERATOR on a monthly basis.

- C. Establishing Rates and Fees. The COUNTY shall be solely responsible for establishing all rates, fees, and charges for all revenue associated with the

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operation of the public parking program. The COUNTY will evaluate rates, fees, and charges schedule at a minimum of once annually. During the Term of the Agreement, rates, fees, and charges will be no less than in existence at the commencement of the Agreement. The OPERATOR shall be responsible for coordinating and installing all signage changes required and any such change. The OPERATOR will obtain an estimate for the changes and submit it to the Director of Aviation for review and approval. The changes will be a reimbursable expense by the COUNTY. The OPERATOR will be responsible for publicly posting all rates on a timely basis at locations designated by the COUNTY. The COUNTY shall be responsible for updating the Airport website reflecting the then current parking rates.

- D. Reconciliation Report. Standard payments due to the COUNTY will follow the process outlined within Section 4.A. above. Additionally, within ten (10) calendar days following the end of each month, there will be a reconciliation report prepared by and signed by an officer of the OPERATOR confirming the Gross Revenue reported, the detail of validated tickets for which fees have been waived, the sales tax due and payable by the OPERATOR to the respective taxing agencies, the net Gross Revenue, the percentage split based on the schedule outlined above, and the amount due the OPERATOR. HCDA will initiate payment to the OPERATOR within ten (10) calendar days following the submission and verification of the monthly report.
- i. Manner of Payment. Payments due to the COUNTY, other than gross revenues outlined in this Section above, shall be made by check, payable to the COUNTY as follows: Humboldt County Department of Aviation. Payment will include on the memo line the following information: Month, Year, and “PARKING CONCESSION RECONCILIATION”. Payments shall be delivered or mailed to:
- Humboldt County Department of Aviation
Attention: Administration
3561 Boeing Avenue
McKinleyville, CA 95519
- Or to such other location as may be directed in writing by the COUNTY. Payments shall be made without any abatement, deductions, reductions, offsets, or counterclaims of any kind, except as agreed to in writing by the COUNTY.
- ii. Schedule of Rates. The cost applicable to this Agreement is set forth in Exhibit A – Scope of Services, including elements of the

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project and descriptions, previously incorporated herein.

- iii. Additional Services. Any additional services not otherwise provided for herein shall not be provided by the OPERATOR, nor compensated by the COUNTY, without the COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of the OPERATOR. The OPERATOR shall notify the COUNTY, in writing, at least six (6) weeks prior to the date upon which the OPERATOR estimates that the maximum payable amount will be reached.

- iv. Prevailing Wages. The OPERATOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, the OPERATOR agrees to fully comply with such Prevailing Wage Laws. The COUNTY shall provide the OPERATOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. The OPERATOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the OPERATOR's principal place of business and at the project site. The OPERATOR shall defend, indemnify and hold the COUNTY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. OBLIGATIONS OF OPERATOR:

In the performance of its service at the Airport, the OPERATOR will maintain a high degree and standard of professionalism. In particular, the OPERATOR will comply strictly with the following conditions and requirements:

- A. Operation of the Premises. The Premises together with any equipment and Improvements thereon shall be used by the OPERATOR solely as a public parking facility for motor vehicles and any other purpose or purposes incidental thereto as determined by the COUNTY, including but not limited to, proper placement of personal property or trade fixtures necessary for such purposes on the Premises. In addition to the Premises, the OPERATOR shall

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have the right of ingress into and egress from the Premises by motor vehicles from the Airport access road during the term of and under the covenants and conditions contained in this Agreement.

The OPERATOR shall institute revenue control procedures for the public parking facilities including where necessary (i) procedures to control ingress and egress to the Premises, (ii) procedures for collection of proper fees in accordance with the approved parking rate schedule in effect, (iii) staffing trained and disciplined to perform their duties in an efficient and courteous manner as identified in the Operator's RFP Proposal attached hereto as Exhibit C, (iv) and approved use of technology to process parking customers in lieu of staffed on-site personnel.

Provided that the OPERATOR abides by all the terms and conditions hereof, the COUNTY shall not during the term of this Agreement permit the operation of a public parking facility at the Airport by any other party other the OPERATOR.

- B. Performance Guarantee. The OPERATOR shall post with the COUNTY prior to the commencement date of this Agreement a performance guarantee to be maintained for the duration of the Base Term, Option Term, and Holdover term, of this Agreement as executed and agreed upon between the parties, in the amount of the five hundred thousand dollars (\$500,000.00). The performance guarantee may be in the form of a bond, letter of credit from the OPERATOR's banking institution, or a cashier's check payable without recourse to the COUNTY. If the OPERATOR submits a bond, then that bond shall be issued by a surety company acceptable to the COUNTY. During the term period of the Agreement, if there are any claims on the performance guarantee, the OPERATOR must replenish the amount to the full value within five (5) calendar days upon receipt of written notice by the COUNTY.
- C. Operator Signage. The OPERATOR shall not erect, install, operate, cause, or permit to be erected, installed, or operated in or upon the Premises or upon the Airport, any sign or similar advertising device without having first obtained the prior written approval of the Director of Aviation. All costs of installation shall be borne solely by the OPERATOR.
- D. Hours of Operation. The parking management program shall be operated by either staffed and/or approved technology-based means identified in the OPERATOR's proposal and attached hereto as Exhibit C to this Agreement. Parking lot ingress and egress must be operational twenty-four (24) hours each day, seven (7) days per week, including holidays. Notwithstanding the above, the OPERATOR must have qualified staff available at the times

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identified in the proposal, unless agreed to by the Director of Aviation in writing, and after-hours with a response time of no more than one (1) hour upon call. The call procedure will be coordinated between the OPERATOR and the Director of Aviation, or designee.

E. Customer Relations.

- i. Customer Relations Policy. The OPERATOR shall respond to customer inquiries and/or complaints within forty-eight (48) hours of receipt and provide the Director of Aviation with a copy of said response each month on or before the fifteenth (15th) of the month following the complaint. For any call center customer services issues, the agents must be empowered to make decisions immediately while interacting with the customer. Any such complaints and responses must be included in the summary of all responses and will be included in the complaint summary provided to the Director of Aviation.
- ii. Customer Service Feedback Survey. The OPERATOR shall conduct an annual customer parking survey at the Airport. The OPERATOR will consult with the Director of Aviation to develop and conduct the survey. The survey shall be in a form approved in writing by the Director of Aviation. The OPERATOR shall pay for, prepare, and tabulate the survey and provide the results of each survey to the COUNTY in written form.
- iii. Visiting Corporate Personnel. The OPERATOR shall have visiting corporate, regional, and field personnel observe, monitor and document performance and standards relating to customer service and provide the findings to the Director of Aviation a minimum of two (2) times per year on a schedule agreed to by the Director of Aviation.

- ### F. Operator's Employees.
- The OPERATOR shall provide competent staff to operate the Premises and supplement the staff with the use of approved technology to perform the services requested under this Agreement as identified in the OPERATOR's proposal attached hereto as Exhibit C. To accomplish the level of service required by the COUNTY, and in the provision of continuous service of the Premises, the OPERATOR shall employ, train, assign, motivate and manage an adequate number of personnel to operate the Premises as may be required and/or adjusted based on the alternative use of technology to meet the requirements of this Agreement. The OPERATOR agrees to furnish, at a minimum on a continuous basis, the level of staffing contained in the proposal attached hereto as Exhibit B to this Agreement. The COUNTY reserves the right to adjust the level of staffing included in Exhibit B through negotiation with the Director of Aviation and the OPERATOR and the consent of the Director of Aviation.

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Employees, whether on-site or through a call center, must be able to speak, understand, and write using the English language at a level consistent with the effective and efficient performance of the duties of the position. On-site employees shall be clean and neatly dressed in uniforms provided by the OPERATOR for every shift worked in order to reflect the professional levels of service expected by the COUNTY. Call center employees, if on camera, must be professionally dressed in a logo of the OPERATOR clearly displayed, and the person's name clearly displayed. On-site employees shall be polite and courteous in all communications and shall respond to complaints or problems of customers within forty-eight (48) hours. Call center employees must be empowered and charged to resolve customer complaints immediately. The OPERATOR shall be obligated to control the actions of its employees, to dispense with the services of any employee whose conduct the COUNTY determines to be detrimental to the best interests of the COUNTY.

- G. Operator's Employee Parking. The OPERATOR's employees may park for free during their normal work shift in the employee parking lot. The OPERATOR and the Director of Aviation shall arrive at a mutually agreeable method for parking ticket validations for validations authorized by the COUNTY. The OPERATOR is strictly prohibited from issuing any validations for paid parking unless it is a customer service issue and is documented in the monthly complaint and response report. A reconciliation of all validated tickets must be included in the monthly report so that the total number of transactions is validated between paid parking and validated parking.
- H. Vehicle License Plate Inventory. A license plate inventory of all vehicles parked at the Premises overnight shall be taken a minimum of three (3) times every week on days and times agreed to between the OPERATOR and the Director of Aviation. This procedure consists of entering all license numbers by state, lot, and row location of all vehicles remaining at the Premises. This information permits a determination of length of stay in the facility to enable a customer to be charged the correct amount of fees in the event of a "lost" ticket. Any vehicle remaining at the Premises more than thirty (30) consecutive calendar days will be brought to the attention of the Director of Aviation, or designee, to determine the appropriate action to be taken.
- I. Consumables and Credit Card Fees. The OPERATOR shall, at its own expense, furnish all forms, tickets, decals, envelopes, tools, office equipment, furniture, drop safes, materials, and supplies needed for the efficient operation of its business at the Premises. The OPERATOR shall be responsible, at its own expense, all credit card fees.
- J. Abandoned Vehicles. The OPERATOR will comply with all governmental laws,

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regulations and statutes regarding abandoned vehicles. Permanently abandoned vehicles, if any, will be disposed of in accordance with existing laws. The COUNTY shall be entitled to all proceeds from the sale of any abandoned vehicle. No abandoned vehicle will be moved without the prior written approval of the Director of Aviation.

- K. Taxes. The OPERATOR shall be liable for the payment of personal property taxes, if any, and license fees that may be levied or assessed during the Base Term, Option Term, and Holdover term, of this Agreement as executed and agreed upon between the parties, on account of the transacting of business on the Premises by the OPERATOR. If the OPERATOR shall fail or neglect to pay any of said taxes or license fees when the same become due, the COUNTY may pay the same, together with any penalty thereon, provided, however, that such payment by The COUNTY shall not prevent or limit the OPERATOR from appealing such tax or fee. If the COUNTY pays all or any portion of said taxes or license fees together with any penalty thereon, the COUNTY shall be entitled to collect the entire amount so paid from the OPERATOR, and the OPERATOR hereby agrees to pay such entire amount to the COUNTY upon demand therefor, provided however, such payment does not prevent or limit the OPERATOR from appealing such tax of license fee.
- L. Additional Obligations.
- i. Operate and manage the Premises in accordance with the highest standards and practices of the airport parking industry.
 - ii. Train all employees under the Airport PSA in the proper customer service techniques and the financial management policies and procedures to comply with the PSA terms.
 - iii. Conduct its operations in an orderly, and courteous manner, so as not to annoy, disturb, or offend customers, patrons, employees, or tenants of the Airport. On-site Employees shall wear clean uniforms as approved by the COUNTY for every shift worked and call center employees must have their name and logo visible.
 - iv. Provide and maintain sufficient materials, supplies, merchandise, and equipment to ensure a timely high standard of parking service and to avoid all disruptions to customers within the reasonable control of the OPERATOR.
 - v. Provide custodial services and disposal of waste/trash within the Premises, as established in the Agreement to a location determined by the Airport.
 - vi. Pay all taxes assessed against the OPERATOR owned furnishings, equipment, earnings, personal property, or stock of merchandise and supplies.
 - vii. Pay for all permits, licenses, or other authorizations required by

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- authority of law in connection with the operation of its business at the Airport.
- viii. Pay all revenues due HCDCA on a timely basis and in accordance with the terms and conditions of this Agreement.
 - ix. Comply with applicable federal, state, and local laws, regulations, and ordinances, including the rules and standards governing the use and operation of the Airport, as may be amended from time to time.
 - x. Comply with all appropriate codes, regulations, and ordinances of Humboldt County and the State of California.
 - xi. Keep accurate records and books of account on site, or available within twenty-four (24) hours upon notice, in accordance with Generally Accepted Accounting Principles (GAAP) to submit monthly reports as established by the Agreement.
 - xii. Provide insurance as required herein this Agreement.
 - xiii. Provide bonding for all employees used in the performance of the PSA against theft and fraud.
 - xiv. Provide a license plate inventory report (more specifically described in Section 10), a minimum of 3 times a week on a schedule agreed to by the Director of Aviation.
 - xv. Other maintenance responsibilities as agreed to by the parties.
 - xvi. If using a call center or other electronic support, the OPERATOR shall be responsible for providing all hardware, software, and installation of the required equipment. In addition, the OPERATOR will be responsible for all maintenance and replacement costs and the cost of any upgrades.

6. OBLIGATIONS OF COUNTY:

- A. Premises Repair and Maintenance. The COUNTY shall, at its sole expense, be responsible for repair, maintenance, and replacement of all blacktop and concrete surfaces, light standards and re-lamping on the Premises; electrical repairs; capital investment unless agreed to by the parties; landscaping; software maintenance and upgrades; repairs to the revenue control equipment not cause by damage, misuse, or destruction; and sewer and drainage, as same pertain to the Premises (unless provided by the OPERATOR), unless any of the aforesaid shall be damaged by OPERATOR or its employees or subcontractors, in which event the OPERATOR shall be solely responsible.
- B. Additional Obligations. The COUNTY shall furnish, at no charge to the OPERATOR, an office and all parking facilities included in the Premises with:
 - i. Ordinary heat, electricity, and air conditioning for the office.

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- ii. Ordinary convenience outlets as presently installed and electric current that is not substantially greater than an amount of electric current than might be normally used. The OPERATOR accepts the facilities “as is where is”.
- iii. Telephones and radios for use by the OPERATOR as required by the COUNTY.
- iv. Non-exclusive internet service to the office.
- v. The COUNTY shall provide and pay for all necessary electricity for the lighting of the remainder of the Premises and roadway system at the Airport.
- vi. All revenue control software and equipment unless agreed to otherwise between the parties.
- vii. All electricity to the parking lots and all parking lot lighting.

7. CAPITAL IMPROVEMENTS:

The COUNTY may desire to have capital improvements made to the Premises during the Term of the Agreement. The COUNTY may authorize the OPERATOR to source, estimate, and coordinate such improvements on behalf of the COUNTY. The OPERATOR shall prepare plans and specifications which meet the COUNTY's requirements for the improvements. All work shall be done by licensed competent contractors upon written approval by the Director of Aviation in the time and manner approved.

8. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing

COUNTY: Humboldt County Department of Aviation
Attention: Cody Roggatz, Director of Aviation
3561 Boeing Avenue
McKinleyville, CA 95519

OPERATOR: [Company Name
Attention: [Name, Title]
[Mailing
Address1]
[Mailing
Address2]

9. REPORTS:

A. Monthly Concession Reports. CONSULTANT will provide to COUNTY monthly

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concession reports. Reports shall include, at a minimum, transaction data by time period by day, a detailed accounting of the number of validated parking transactions (non-revenue generating) including the name of the customer and the authorized validating agent, total gross revenue by time period by day, the number of uses of the call center for the applicable month.

- i. The OPERATOR and the Director of Aviation will agree to a standard reporting form template that will be used for all submissions.

- B. Compliance Reports. The OPERATOR agrees to provide the COUNTY with any and all reports that may be required by any local, state and or federal agencies for compliance with this Agreement the OPERATOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state, and federal accessibility laws, regulations and standards Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.
- C. Compliance with Public Records Act and Freedom of Information Act Laws. OPERATOR understands the COUNTY must disclose to the public upon request any records it receives from the OPERATOR. The OPERATOR further understands that any records obtained or generated by the OPERATOR under this Agreement may, under certain circumstances, be open to the public upon request under the California public records law. At no additional cost to the COUNTY, the OPEARTOR agrees to contact the COUNTY promptly upon receiving a request for information under the public records law and/or to comply with the Director of Aviation’s instructions on how to respond to the request.

10. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records.
 - i. The OPERATOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

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- ii. The OPERATOR agrees that during the term of this Agreement it will maintain, under and in accordance with accepted accounting practices, a complete and accurate set of books, records, dates of its parking receipts including daily revenue and shift reports, bank deposit slips, tickets, license plate inventory, accounts and cash register tapes showing all Gross Revenues collected by the OPERATOR under this Agreement and all taxes and other deductions affecting said Gross Revenue.
 - iii. All such books, records, accounts, and tapes shall be kept in conformity with a revenue control system approved by the Director of Aviation and shall be subject to inspection and audit by the COUNTY upon three (3) calendar days' notice.
 - iv. In the event any audit discloses that the amount of Gross Revenues on any statement was understated by two percent (2%) or more of Gross Revenues for any month, the OPEARATOR shall pay to the COUNTY the cost of its audit and investigation, plus any reconciled amounts due in Fees under this Agreement. Such records shall be maintained at a location agreed upon by the parties. The OPERATOR shall retain all such books, records, accounts, and tapes for a period of six (6) years after the termination of this Agreement. As an alternative, the OPERATOR has the option of turning all records over to the COUNTY at the end of the term.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of the OPERATOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder the OPERATOR agrees to make all such records available during normal business hours to inspection, audit and reproduction by the COUNTY and any other duly authorized local, state and or federal agencies. The OPERATOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by the COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable

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expenditures cannot be determined because the OPERATOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by the COUNTY.

11. MONITORING:

OPERATOR agrees that the COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor the OPERATOR's records, programs, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement the OPERATOR will cooperate with a corrective action plan, if deficiencies in the OPERATOR's records, programs, procedures, or business operations are identified by the COUNTY. However, the COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the OPERATOR's performance hereunder.

12. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement, the OPERATOR may receive information that is confidential under local, state or federal law the OPERATOR agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

B. Continuing Compliance with Confidentiality Requirements. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any applicable local, state and federal laws, regulations or standards.

13. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, the OPERATOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry;

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marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. The OPERATOR further assures that it, and its subcontractors, will abide by the applicable provisions of Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq* ; California Government Code Sections 4450, *et seq* ; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local state or federal laws, regulations, or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq* of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

14. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (“ACDBE”) COMPLIANCE:

- A. The COUNTY has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with the regulations of the U.S. Department of Transportation (DOT) regulations, 49 CFR Part 23. The OPERATOR is required to participate in the COUNTY’s ACDBE program.
- B. This Agreement is subject to the requirements of the U.S. DOT regulations, Title 49 CFR Part 23. The OPERATOR agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity) in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by DOT Title 49 CFR Part 23.
- C. Small Business Participation: The COUNTY has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation

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and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121) to participate as sub-contractors/sub-concessionaries, service providers, suppliers, etc.

- D. The OPERATOR agrees to include the statement set forth in Section 40.B. above in any subsequent concession agreement or contract covered by DOT Title 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements. Operator shall cooperate with the COUNTY in its program of recruiting, training, providing technical assistance and holding workshops to ensure that contracting, subcontracting, and purchasing opportunities available under this Agreement are accessible and available to all qualified business owners, including ACDBEs. OPERATOR agrees to submit a quarterly ACDBE Utilization Report including all required information to accurately submit the Annual Uniform Report of ACDBE Participation.
 - E. The COUNTY has available several remedies to enforce the ACDBE requirements contained in its contracts, including, but not limited to, the following:
 - i. Breach of contract action, pursuant to the terms of this contract; and
 - ii. Breach of contract action, pursuant to applicable State Statutes.
 - F. The federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE problem, including, but not limited to, the following:
 - i. Suspension or debarment proceedings pursuant to 49 CFR part 23; and
 - ii. Enforcement action pursuant to 49 CFR part 31; and
 - iii. Prosecution pursuant to 18 USC 1001.
 - G. The COUNTY will comply with all regulations set forth in DOT Title 49 CFR Part 23 and will monitor operations at the Airport for compliance with the ACDBE program.
 - H. The COUNTY will submit to the Federal Aviation Administration (FAA), Regional Civil Rights Office, an annual ACDBE participation report showing the commitments and attainments. The COUNTY will take measures to ensure nondiscriminatory participation of ACDBEs in concession, and other covered activities.
15. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, the OPERATOR certifies that it is not a Nuclear Weapons Contractor, in that the OPERATOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads,

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nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. The OPERATOR agrees to notify the COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. The COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if the OPERATOR subsequently becomes a Nuclear Weapons Contractor.

16. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, the OPERATOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The OPERATOR's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - i. Receive a copy of the OPERATOR's Drug Free Policy Statement; and
 - ii. Agree to abide by the OPERATOR's Drug Free Policy as a condition of employment.

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- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this PSA and/or ineligibility for award of future contracts.

17. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. The OPERATOR shall hold harmless, defend, and indemnify the COUNTY and its agents, officers, officials, employees, and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses, and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation arising out of, or in connection with, the OPERATOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve the OPERATOR from liability under this provision. This provision shall apply to all claims for damages related to the OPERATOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.
- C. Environmental Liability and Indemnification. In addition to the general indemnity stated in Section 19, and as part of it, it is specifically agreed between the parties that the OPERATOR shall be responsible in all respects for the OPERATOR's use of, or the OPERATOR's generation of, or release or threatened release of any petroleum based substance or product, or any volatile organic compound, or any substance classified as a pollutant, contaminant, toxic or dangerous substance, solid waste or a "hazardous waste" by either the United States Environmental Protection Agency or the State of California. The OPERATOR shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and response costs, monitoring, or cleanup of any environmental condition deemed by those agencies, or either of them, to require environmental response, monitoring or cleanup activities of any kind whatsoever which arise out of the OPERATOR's use of, or generation of, such substances in its operations at the Airport, and, the OPERATOR specifically agrees that the obligations of Section 19 above shall apply specifically to any cost or obligations of the COUNTY arising out of such response, disposition and/or clean up. The provisions of this Section shall survive the expiration, termination or early cancellation of this Agreement.

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18. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by the COUNTY, and the OPERATOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements Without limiting the OPERATOR's indemnification obligations set forth herein, the OPERATOR, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of the OPERATOR or its agents, officers, directors, employees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against the COUNTY and its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance - Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which the OPERATOR may be exposed to liability the OPERATOR

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shall require that such coverage be incorporated into its Professional Services Agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

- i. The Comprehensive or Commercial General Liability Policy shall provide that the COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, the OPERATOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY or its agents, officers, officials, employees and volunteers Said policy shall also contain a provision stating that such coverage:
 1. Includes contractual liability.
 2. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 3. Is the primary insurance with regard to the COUNTY.
 4. Does not contain a pro-rata, excess only and or escape clause.
 5. Contains a cross liability, severability of interest or separation of insureds clause.
- ii. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to the COUNTY in accordance with the notice requirements set forth herein. It is further understood that the OPERATOR shall not terminate such coverage until the COUNTY receives adequate proof that equal or better insurance has been secured.
- iii. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
- iv. For claims related to this Agreement, the OPERATOR's insurance is the primary coverage to the COUNTY, and any insurance or self-insurance

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programs maintained thereby are excess to the OPERATOR's insurance and will not be used to contribute therewith.

- v. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to the COUNTY or its agents, officers, officials, employees and volunteers.
 - vi. The OPERATOR shall furnish the COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, the COUNTY. If the OPERATOR does not keep all required policies in full force and effect, the COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to the OPERATOR under this Agreement.
 - vii. The COUNTY is to be notified immediately if twenty five percent (25%) or more of any required insurance aggregate limit is encumbered, and the OPERATOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- D. Disclaimer. The COUNTY does not represent or guarantee that these types or limits of coverage are adequate to protect the OPERATOR's interests and liabilities. It shall be the obligation and responsibility of the OPERATOR to insure, as it deems prudent, its own personal property, against damage. The COUNTY does not have insurance coverage for the OPERATOR's property and the COUNTY expressly disclaims any and all liability for any and all losses, damage and/or claims to personal possessions of the OPERATOR.
- E. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

OPERATOR: [Company Name]

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Attention: [Name, Title]
[Mailing Address1]
[Mailing Address2]

19. RELATIONSHIP OF PARTIES:

It is understood this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar collaborative association or legal entity. Both Parties further agree that the OPERATOR shall not be entitled to any benefits to which the COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits.

20. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. The OPERATOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. The OPERATOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. The OPERATOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. The OPERATOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the COUNTY's Conflict of Interest Code, all as may be amended from time to time.

21. PROVISIONS REQUIRED BY LAW:

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This Agreement may be subject to additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is incorrectly stated, the Parties agree to amend the pertinent section to make such insertion or correction.

22. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the Parties agree to comply with the amended provision as of the amendment's effective date.

23. PROTOCOLS:

Both Parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both Parties hereto.

24. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

25. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by the OPERATOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

26. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

27. DEFAULT:

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- A. Default Defined. "Default" shall be defined when any of the following circumstances exist:
- i. If the OPERATOR has failed to pay fees, charges, or taxes when due hereunder and such failure to pay shall continue for ten (10) calendar days after written notice to the OPERATOR in the manner hereinafter provided.
 - ii. Failure to provide and/or maintain the insurance coverages required herein.
 - iii. If the OPERATOR fails in the observance or performance of any of the other terms, covenants and conditions of this Agreement and such failure shall continue for thirty (30) calendar days after the COUNTY has given the OPERATOR written notice, or the OPERATOR shall have failed to commence the corrective action of such failure within thirty (30) calendar days after such notice and to diligently prosecute the same where the same cannot be completed within thirty (30) calendar days.
 - iv. If a petition to reorganize the OPERATOR or for its arrangement of its unsecured debts shall be filed.
 - v. If the OPERATOR shall be adjudicated bankrupt.
 - vi. If a receiver or trustee of the OPERATOR's property shall be appointed by any court.
 - vii. If the OPERATOR shall make a general assignment for the benefit of creditors.
 - viii. If all of the interest of the OPERATOR in its property shall be taken by garnishment, attachment, execution or other process of law.
 - ix. If controlling interest of the OPERATOR under this Agreement shall, without the approval required in Section 28 be transferred or assigned.
 - x. If any lien shall be filed against the Premises because of an action or omission of the OPERATOR and shall not be discharged or contested by the OPERATOR in good faith by proper legal proceedings within twenty (20) calendar days after receipt of notice thereof by the OPERATOR.
- B. Waiver of Default. The waiver by the COUNTY of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by the COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of the OPERATOR. Nor shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand repayment of, and the OPERATOR shall promptly refund, any funds disbursed to the OPERATOR which the COUNTY determines were not expended in accordance

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with the terms and conditions of this Agreement.

- C. Rights Upon Default. If at any time the OPERATOR shall be in default, as defined in this Section, with regard to the requirements of this Agreement, it shall be lawful for the COUNTY, and the COUNTY may at any time thereafter:
- i. Immediately, or at any time thereafter without further notice to the OPERATOR, re-enter into or upon the Premises under this Agreement or any part thereof and take possession of the same fully and absolutely with or without cancellation of this Agreement and without such re-entry representing a forfeiture of the fees and charges to be paid and of the covenants, terms and conditions to be performed by the OPERATOR for the full term of this Agreement, and in the event of such re-entry, the COUNTY may collect and retain all parking revenues or the COUNTY may contract with another the OPERATOR for an equivalent or greater or lesser concession fee and the COUNTY to recover properly measured damages.
 - ii. The COUNTY may at its election terminate this Agreement upon written notice in the manner hereinafter provided and re-enter upon the Premises, and the OPERATOR covenants in case of such termination to indemnify the COUNTY against all loss of fees, and charges which the COUNTY has suffered or paid by reason of such termination, during the remainder of the term of this Agreement.
 - iii. The COUNTY shall further have all other rights and remedies at law or in equity including injunctive relief, or summary proceedings for unlawful detainer, and any or all legal remedies, actions and proceedings shall be deemed cumulative.

28. CANCELLATION OF AGREEMENT BY OPERATOR:

This Agreement shall be subject to cancellation by the OPERATOR if one or more of the following events should occur:

- A. The permanent abandonment of the Airport for scheduled air service.
- B. If, by reason of any action of any governmental authority, the OPERATOR is unable to conduct its business for a period of in excess of ninety (90) consecutive days in substantially the same manner or substantially to the same extent as prior to such action.
- C. Issuance by any court of competent jurisdiction of an injunction, order or decree in any way preventing or restraining the use of the Premises which injunction, order or decree remains in force of such injunction for a period of at least ninety (90) calendar days.

29. SURRENDER OF PREMISES:

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Upon the termination of this Agreement, the OPERATOR's authority to use the Premises, rights, facilities, equipment and Improvements herein granted shall cease and OPERATOR shall, upon expiration or termination, promptly and in good condition, normal wear and tear excepted, surrender the same to the COUNTY. In the event that the OPERATOR has in any way changed, altered or modified the Premises without the written approval of the Director of Aviation, the OPERATOR covenants to return the same to the condition they were in at the time of the occupancy under this Agreement, normal wear and tear excepted, or, in the alternative, to pay the COUNTY for the cost of returning them to said condition. Upon termination, any improvements which have become part of the realty shall become the property of the COUNTY, and the same shall be immediately returned to the ownership and control of the COUNTY. Any improvements not part of the realty shall be removed therefrom within ten (10) calendar days after the termination of this Agreement or the same shall be deemed to have been abandoned to the COUNTY and the right of the OPERATOR to possession thereof shall cease.

30. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of the COUNTY shall be personally liable for any default or liability under this Agreement.

31. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the written consent of both Parties.

32. STANDARD OF PRACTICE:

The OPERATOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. The OPERATOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercised under like circumstances.

33. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and or submitted by OPERATOR shall become the property of the COUNTY. However, the OPERATOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, the OPERATOR shall promptly turn over all such documents, information and reports to the COUNTY without exception or reservation.

34. JURISDICTION AND VENUE:

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This Agreement shall be construed under the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

35. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive written approval from the COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. The OPERATOR shall inform the COUNTY in writing of all requests for interviews by the media related to this Agreement before such interviews take place; and the COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

36. SUBCONTRACTS:

OPERATOR shall obtain prior written approval from the COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. The OPERATOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by the COUNTY or not.

37. ATTORNEYS FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

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38. SURVIVAL OF PROVISIONS:

The duties and obligations of the Parties set forth in Section 3.D. - Compensation Upon Termination, Section 8 - Record Retention and Inspection, Section 10 - Confidential Information, and Section 14 - Indemnification shall survive the expiration or termination of this Agreement.

39. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the Parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

40. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

41. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

42. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, third-party labor strikes or lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, pandemics, or other disasters, whether or not similar to the foregoing.

43. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all

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prior agreements, promises, representations, understandings and negotiations between the Parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified by the Parties.

44. **COUNTERPART EXECUTION:**

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be on (1) and the same agreement.

This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes.

A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

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

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the last date signed below.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER

[COMPANY NAME]:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT

By: _____ Date: _____

Karen Clower, Acting Director of Aviation

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____

Risk Management

LIST OF EXHIBITS:

EXHIBIT A: Scope of Services

EXHIBIT B: AIP-Required Federal Clauses Applicable to Professional Services Agreements

EXHIBIT C: OPERATOR's RFP Proposal

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EXHIBIT A

SCOPE OF SERVICES

(To be negotiated with Selected Proposer)

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EXHIBIT B

***AIP-REQUIRED FEDERAL CLAUSES APPLICABLE TO
PROFESSIONAL SERVICES AGREEMENTS***

I. PROVISIONS APPLICABLE TO ALL PROFESSIONAL SERVICES AGREEMENTS

A. ACCESS TO RECORDS AND REPORTS

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. BUY AMERICAN CERTIFICATION

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 FAA 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.

A bidder or offeror must submit the appropriate Buy America Certification (below) with all bids or offers on Airport Improvement Program ("AIP")-funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

See Attachments A and B: Buy American Certifications

C. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

D. CIVIL RIGHTS ACT OF 1964, TITLE VI, 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:

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- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants and operators) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 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

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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.

7. Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

E. DISADVANTAGED BUSINESS ENTERPRISES

In the event that the Sponsor has established a Disadvantaged Business Enterprises (DBE) participation goal for the Project which is the subject of this contract, contractor shall comply with all applicable DBE requirements of 49 CFR Part 26. The DBE participation may be composed of any combination of firms certified as DBEs in accordance with 49 CFR Part 26. The contractor shall comply with Sponsor's DBE Program and subcontract with those firms as previously submitted to Sponsor (on form provided by Sponsor) on the contractor's list of disadvantaged businesses to meet the DBE participation goal for this Project. If the contractor intends to subcontract a portion of the services to be performed hereunder, the contractor shall affirmatively seek out DBEs that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices. Any questions concerning DBE issues shall be addressed to DBE Program staff at Telephone No. (559) 498-4071 or Fax No. (559) 621-1182.

Contract Assurance (§ 26.13) – The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) – The contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the contractor receives from Sponsor. The contractor agrees further to return any retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

F. ENERGY CONSERVATION REQUIREMENTS

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Contractor and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq.*).

G. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

All contracts and subcontracts resulting 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.

H. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this agreement 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.

I. RIGHTS TO INVENTIONS (This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

J. TRADE RESTRICTION CERTIFICATION

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. 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 (U.S.T.R.);

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- b. 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 U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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, United States Code, Section 1001.

The contractor must provide immediate written notice to the Sponsor if the 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 Sponsor 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 U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. 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 Sponsor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in 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 U.S.T.R, unless the Sponsor 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 may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Sponsor or the FAA.

K. VETERAN’S PREFERENCE

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In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

L. SEISMIC SAFETY (applicable to agreements involving the construction of a new building or structural addition to existing buildings)

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Sponsor a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

M. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The contractor must complete the following two certification statements. The contractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

- a) The applicant (contractor) represents that it **is** (✓) **is not** (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant (contractor) represents that it **is** (✓) **is not** (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Term Definitions:

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes

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conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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I. PROVISIONS APPLICABLE TO CONTRACTS \$2,000 AND GREATER

A. COPELAND “ANTI-KICKBACK” ACT (applicable if contract includes construction, alteration, repair, as defined in 29 CFR Part 5)

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Sponsor a weekly statement on the wages paid to each employee performing on covered work during the prior week. Sponsor must report any violations of the Act to the Federal Aviation Administration.

B. DAVIS-BACON REQUIREMENTS (applicable if contract includes construction, alteration, repair, as defined in 29 CFR Part 5, exceeding \$2000)

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs

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reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration

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of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

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(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in

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percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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II. PROVISION APPLICABLE TO CONTRACTS \$3,500 AND GREATER

A. BAN ON TEXTING AND DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Sponsor encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

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III. PROVISIONS APPLICABLE TO CONSTRUCTION CONTRACTS \$10,000 AND GREATER

A. AFFIRMATIVE ACTION REQUIREMENT (applicable to contracts and subcontracts exceeding \$10,000 and including AIP-funded construction work. "Construction work" means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.)

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: ___%

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

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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 the State of California, County of Humboldt.

B. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O) (applicable to construction contracts, as defined in the Affirmative Action provision, over \$10,000, and may be applicable to Professional Services Agreements. "Construction work" means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.)

1. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);and

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- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

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6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by

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- the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment

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- needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures

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that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade,

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rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. PROHIBITION of SEGREGATED FACILITIES (applicable to contracts and subcontracts including the EEO provisions above, regardless of amount of the contract.)

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

D. PROCUREMENT OF RECOVERED MATERIALS (applicable if an agreement includes procurement of a product that exceeds \$10,000)

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 of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

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

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The list of EPA-designated items is available at www.epa.gov/epawaste/conserva/tools/cpg/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.

E. TERMINATION OF CONTRACT

1. TERMINATION FOR CONVENIENCE

The Sponsor may, by written notice to the Contractor, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Contractor must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Sponsor agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Sponsor further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

2. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Sponsor:** The Sponsor may terminate this Agreement in whole or in part, for the failure of the Contractor to:
 - i) Perform the services within the time specified in this contract or by Sponsor approved extension;
 - ii) Make adequate progress so as to endanger satisfactory performance of the Project;

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- iii) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Contractor must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Contractor must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Sponsor agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Sponsor further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Contractor was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

- b) **Termination by Contractor:** The Contractor may terminate this Agreement in whole or in part, if the Sponsor:

- i) Defaults on its obligations under this Agreement;
- ii) Fails to make payment to the Contractor in accordance with the terms of this Agreement;
- iii) Suspends the Project for more than [180] days due to reasons beyond the control of the Contractor.

Upon receipt of a notice of termination from the Contractor, Sponsor agrees to cooperate with Contractor for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Contractor cannot reach mutual agreement on the termination settlement, the Contractor may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Contractor through the effective date of termination action. Sponsor agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

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IV. PROVISION APPLICABLE TO CONTRACTS \$25,000 AND GREATER

A. CERTIFICATIONS REGARDING DEBARMENT AND SUSPENSION

1. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

2. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment of the non-compliant participant.

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V. PROVISIONS APPLICABLE TO CONTRACTS \$100,000 AND GREATER

A. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS (applicable to contracts employing laborers, mechanics, watchmen and guards, or installing equipment onsite)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

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B. CERTIFICATION REGARDING LOBBYING, LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The contractor 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 contractor, 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 contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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.

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VI. PROVISIONS APPLICABLE TO CONTRACTS \$150,000 AND GREATER

A. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide the contractor with written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the contractor must correct the breach. Sponsor may proceed with termination of the contract if the contractor fails to correct the breach by deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

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Attachment A: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”.

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The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

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Attachment B:

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States, or;
 - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic product
- To furnish US domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation

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Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

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EXHIBIT C

OPERATOR'S RFP PROPOSAL

(To be submitted by Proposer)

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**EXHIBIT E:
PROPOSED PARKING FACILITIES**

