



AGENDA STAFF REPORT

ASR Control 20-000520

MEETING DATE: 07/14/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Barry A. Rondinella (949) 252-5183
 Scott Hagen (949) 252-5241

SUBJECT: Approve Sole Source Contract with SKIDATA, Inc.

CEO CONCUR
Pending Review

COUNTY COUNSEL REVIEW
Approved Agreement to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes

Current Year Cost: \$573,021

Annual Cost:
FY 2021-22 \$640,243
FY 2022-23 \$657,200
FY 2023-24 \$54,885

Staffing Impact: No

of Positions:

Sole Source: Yes

Current Fiscal Year Revenue: N/A

Funding Source: Airport Operating Fund 280:100% **County Audit in last 3 years:** No

Prior Board Action: 06/25/2019 #46, 06/26/2018 #59, 07/23/2013 #24

RECOMMENDED ACTION(S):

Authorize the County Procurement Officer or authorized Deputy to execute Amendment Number Two to renew a sole source contract with SKIDATA, Inc. for Parking Access Revenue Control System Maintenance and Repair services, in an amount not to exceed \$1,925,349, effective August 1, 2020, through July 31, 2023.

SUMMARY:

Approval of Amendment Number Two to renew a sole source contract with SKIDATA, Inc. will provide continued support for the operation of the Parking Access Revenue Control System at John Wayne Airport.

BACKGROUND INFORMATION:

In 2011, John Wayne Airport (JWA) installed the SKIDATA Parking Access Revenue Control System (PARCS) in all guest parking structures (A1, A2, B2 and C) and surface parking lots (Main Street and Employee Lot). This facilitates the expedited use of cash, credit and electronic payment of automobile parking fees, enhances revenue control measures, reduces the opportunity for fraud and improves customer service through new technology.

On July 23, 2013, the Board of Supervisors (Board) approved a five-year, sole source contract, with Sentry Control Systems, Inc. (Sentry) for PARCS Maintenance and Repair, which expired on July 31, 2018. Sentry's name changed to Sentry Control Systems, LLC, in 2014.

On June 26, 2018, the Board approved a one-year, sole source contract with Sentry for PARCS Maintenance and Repair, effective August 1, 2018, through July 31, 2019, in the amount of \$668,000, renewable for two additional one-year periods.

On June 25, 2019, the Board approved Amendment Number One with Sentry for PARCS Maintenance and Repair, to renew the contract for an additional year, effective August 1, 2019, through July 31, 2020, in the amount of \$683,600. Amendment One also included consent to assignment of the contract from Sentry Control Systems, LLC to SKIDATA, Inc. (SKIDATA), effective upon the merger of the two companies.

In April 2020, JWA successfully implemented a hardware and SKIDATA software upgrade to the latest server hardware and software version 12 at a cost of \$262,789. These upgrades are intended to reasonably extend the serviceable life of the PARCS system with new backend IT components. As such, this proposed amendment is for a new three-year final renewal period, for the maximum five-year total contract period allowed by the Contract Policy Manual.

The Contract is a sole source because SKIDATA is the exclusive distributor of SKIDATA equipment in California and is the only authorized vendor with trained and certified professionals to support, service and maintain the PARCS SKIDATA system at JWA. A completed Sole Source Request Form is attached to this Agenda Staff Report and includes a letter from SKIDATA dated May 6, 2020, attesting to SKIDATA's exclusive distributorship and supply of certified specialists (Attachment B).

In recognition of a need to simplify work ticket processing, SKIDATA successfully deployed a centralized field service scheduling, tracking and management tool called Astea Alliance v12.5 in March 2020, at no additional charge to the County. The web-based system has allowed LAZ Parking and JWA staff to enter work orders, receive timely status notifications and view configurable reports. SKIDATA also provided JWA with a new third party License Plate Inventory (LPI) system known as LPI Tracker by Sprocket Software Development, Inc., which allows the parking operator to record vehicles that are parked overnight in JWA parking facilities as part of the revenue control process.

SKIDATA's performance has been confirmed as at least satisfactory. JWA continues to monitor SKIDATA's management of its work ticket processing and field service scheduling efforts on a weekly basis for increased performance improvement. JWA has verified there are no concerns with litigation or conflicts with County interests.

JWA seeks Board approval of the proposed sole source contract renewal to operate JWA's six parking facilities efficiently.

The contract does not currently include subcontractors or pass through to other providers. See Attachment C for the Contract Summary Form.

Compliance with CEQA: The proposed project was previously determined to be Categorically Exempt from the California Environmental Quality Act pursuant to Section 15301 (Class 1) of the CEQA Guidelines which provides for the exemption of the repair or maintenance of existing facilities involving negligible or no expansion of the existing use on July 23, 2013, when it was originally approved.

FINANCIAL IMPACT:

Appropriations for Amendment Number Two are included in the FY 2020-21 Budget for Airport Operating Fund 280 and will be included in the budgeting process for future years.

The contract contains language allowing the County to immediately terminate the Contract without penalty for cause or after 30 days' written notice without cause unless otherwise specified.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Amendment Number Two with SKIDATA, Inc. (MA-280-18011856)

Attachment B - Sole Source Request Form and Letter from SKIDATA, Inc.

Attachment C - Contract Summary Form

AMENDMENT NUMBER TWO
CONTRACT MA-280-18011856

FOR

PARCS MAINTENANCE AND REPAIR

This AMENDMENT is made by and among the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport (“County” or “JWA”), and SKIDATA, Inc. (“SKIDATA” or “Contractor”), which are sometimes individually referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS, County and Sentry entered into contract MA-280-18011856 for PARCS Maintenance and Repair (the “Contract”), effective August 1, 2018 through July 31, 2019, in an amount not to exceed \$668,000.00; and

WHEREAS, pursuant to Amendment Number One, the Contract was assigned from Sentry to SKIDATA and renewed for one (1) additional year, effective August 1, 2019 through July 31, 2020, in an amount not to exceed \$683,600; and

WHEREAS, the Parties now desire to renew Contract for three (3) additional years, effective August 1, 2020 through July 31, 2023, in an amount not to exceed \$1,925,348.81; and

WHEREAS, the Parties now desire to amend the Contract to include the Department of Industrial Relations registration requirements; and

WHEREAS, the Parties now desire to update the Contract’s Scope of Work, Contractor’s Pricing, and Staffing Plan; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

ARTICLES

1. Section 2 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:

2. Term of Contract

This Contract shall be renewed and commence on August 1, 2020, upon approval by the Orange County Board of Supervisors and the execution of all necessary signatures, and shall continue for three (3) calendar years from that date unless otherwise terminated as provided herein.

2. Section 3 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:

3. Contract Amount Not to Exceed

Contract amount not to exceed **\$1,925,348.81**.

3. Section 4 of the Contract’s Additional Terms and Conditions shall be removed and amended to read in its entirety as follows:

4. RESERVED

4. Section 39 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

39. Prevailing Wage (Labor Code §1773)

- A. Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
- B. All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

If the project meets or exceeds these amounts, the County and the Contractor are required to register the project with the California Department of Industrial Relations.

<https://www.dir.ca.gov/Public-Works/PublicWorks.html>

5. Contract Attachments A, B, and D shall be revised and replaced in their entirety as attached hereto.
6. All other terms and conditions of the Contract, except as specifically amended herein, shall remain unchanged with full force and effect.

(Signature Page follows)


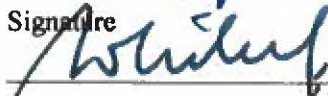
County of Orange, John Wayne Airport

Contract MA-280-18011856
PARCS Maintenance and Repair

Signature Page

In witness whereof, the Parties have executed this Amendment to the contract on the dates shown opposite their respective signatures below.

SKIDATA, Inc.*

	LUKE	CEO	06/10/2020
Signature	Name	Title	Date
	WEISKOPF	CHAIRMAN	06/10/2020
Signature	Name	Title	Date

**If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth:*

- *The first signature must be one of the following: a Chairman of the Board; b President; c any Vice President.*
- *The second signature must be one of the following: a Secretary; b Chief Financial Officer; c any Assistant Secretary; or d any Assistant Treasurer.*
- *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

County Authorized Signature

		Deputy Purchasing Agent	
Signature	Name	Title	Date

Approved by the Board of Supervisors on: _____

Approved as to Form:
County Counsel

By:  _____
Deputy

Attachment A Scope of Work

Description

This Contract establishes a maintenance and repair contract between John Wayne Airport (“County” or “JWA”), and SKIDATA Control Systems, Inc., (“Contractor or SKIDATA”) for all systems, equipment, hardware and software known as Parking and Revenue Control System (“PARCS”) and License Plate Inventory (“LPI”).

The Contract includes services, such as preventive maintenance, scheduled maintenance, replacement of components, and other activities required to maintain the system.

Contractor requirements

1. Covered Services and Parts

Contractor will:

Provide maintenance and repair services on the PARCS equipment and License Plate Inventory (“LPI”) operated by County at the JWA and related to the installed software & equipment (“System”).

Services covered (“Covered Services”) under this Services Agreement and included in the Attachment B Contractor’s Pricing

Non-covered services requested by Customer to be performed will be provided at Contractor’s rates as set forth in the Attachment B Contractor’s Pricing as “Rate Schedule for Non-Covered Services”.

Contractor will:

Supply an Extended Warranty following the Manufacturer Warranty Period

All PARCS equipment components, software and hardware listed in “Equipment Covered in Services Agreement” (PARCS Equipment) are warrantied against failure either by manufacturer defect or normal wear and tear (“Extended Warranty”). All-inclusive costs (parts, labor required for repair or replacement of defective PARCS equipment identified in “Equipment Covered in Services Agreement”, warranty repairs, shipping charges, travel time, additional expenses relative to Extended Warranty, etc.) incurred during the Extended Warranty Period shall be provided without additional cost to the County.

Supply advanced replacement of components.

Contractor will replace all failed components with a serviceable part immediately or with minimal delay from their service inventory to reduce downtime according to the Priority level assigned by the County or Parking Operator to the request, and Repair Time in this Contract below. Failure to do so may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.

Furnish and install all new parts, materials and lubricants which meet or exceed the original equipment manufacturer’s specifications. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the County before being incorporated in the work performed by the Contractor under this contract. The Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.

2. Preventative

Contractor will:

Provide Monthly, Quarterly or Annual preventative maintenance, systematic inspection, detection, correction and prevention of incipient failures, including tests, measurements, adjustments,

lubrication and labor to replace parts of the equipment including overall inspection of each workstation; ensure hard drives are in working order, verify memory usage and storage capacity.

Provide schedule for preventative maintenance to County for review and approval.

Maintain the PARCS Equipment at a minimum according to manufacturer's recommendations.

3. Software

Contractor will:

Provide software maintenance for PARC Equipment such as but not limited to applicable biannual (semiannual) SKIDATA Software intra-release updates and hotfixes (for supported releases, and as released by the manufacturer) which address reported technical issues, offer applicable feature enhancements or offer improved functionality.

4. Software updates and upgrades

Contractor will:

Provide the following software updates and upgrades

- a. Supplier provided hotfixes to resolve specific JWA issues are within the scope of this contract.
- b. SKIDATA labor to install and configure supplier hotfixes to resolve specific JWA issues is within the scope of this contract.
- c. Payment Application hotfixes and updates to address PCI compliance requirements per the Secure Implementation Guide based on the PA DSS v3.2. See Payment Card Industry (PCI) PA-DSS Validation Provisions.
- d. SKIDATA labor to install and configure Payment Application hotfixes and updates to maintain PCI compliance requirements per the Secure Implementation Guide based on the PCI standards in effect are included. See Payment Card Industry (PCI) PA-DSS Validation Provisions.
- e. This specifically includes software, implementation services, and any other costs associated with deployment of a new, revised, enhanced, or modified payment application that may be deemed necessary to meet current PCI DSS 3.2.1 Payment Application validation requirements. See Payment Card Industry (PCI) PA-DSS Validation Provisions.
- f. Updates to VMWare, Proventia and Tripwire are included in the scope of this contract.
- g. Updates to firmware are included in the scope of this contract.
- h. Updates to the HP Servers and SANs are included in the scope of this contract.
- i. With the exception of anti-virus software and Microsoft products mentioned in Payment Card Industry (PCI) PA-DSS Validation Provisions., all other supplier updates, upgrades, or new releases are included from the scope of this contract.
- j. SKIDATA labor to install and configure all other supplier updates, upgrades or new releases is excluded from the scope of this contract. Refer to rates specified in Attachment B for labor rates associated with SKIDATA labor to install, configure, test, prepare documentation, provide training to JWA and/or the parking operator, and any other activities associated with these updates and upgrades.

5. Antivirus

Contractor will:

Provide Antivirus maintenance such as manage & regularly verify that antivirus is active, running and latest updates are applied. Review antivirus server and antivirus agents to ensure signatures are up to date and agents are active and functioning.

6. Training

Contractor will:

Provide unlimited customized training for County and County's Parking Operator at the County's request for term of contract. Minimum three (3) attendees per scheduled training is required however every effort will be made to make it economically feasible for both parties.

Topics include but not limited to:

- PARCS equipment
- Preventative maintenance
- SKIDATA reporting

Respond to County request for training within seventy-two (72) hours

Provide a proposed schedule/dates for training to be mutually agreed upon

Provide a proposed agenda for training for County approval no less than five (5) days prior to the mutually agreed to training date and topic. Contractor is to recommend or suggest additional topics to enhance training requested.

Prepare appropriate documentation for training both in hard and soft copy formats for attendees and County if requested.

Provide appropriate trainer for training.

Provide sign-in sheets/ proof attendance and Certificates of Completion for the training provided to County

Training locations

- Contractor's Training Center located at 6611 Odessa Ave, Van Nuys, CA
- JWA location if requested

7. Help Desk

Contractor will:

Provide access to service help desk during the term of the contract

Provide access to online, real-time access to remote service engineers who are able to launch remote service session to assist with technical issues

Provide a dedicated Account Manager/Project Manager to act as liaison between County and Contractor during the term of the Contract and to direct efforts in fulfilling obligations under this Contract.

8. Security

Contractor will:

Review and manage quarterly OS updates, firmware updates and security patches on a monthly basis and install updates as needed and/or on a minimum quarterly basis. Critical patches shall be installed within 30 days of notice.

9. PCI Support

Contractor will:

Provide assistance with credit card data key encryption changes and OS password changes. Provide that all passwords will meet minimum complexity requirements.

Provide visual inspection to ensure all locks are in working order, no credit card skimmers exist, and for signs of tampering of equipment.

Inspect of each workstation to ensure no unnecessary or unwanted applications are installed and/or running.

Provide monthly PCI DSS v3.2.1 checklist 12.11 to attest service provider (SKIDATA) is performing their services for the John Wayne Airport PARCS system stated in the Statement of Work related to PCI Compliance.

10. Operations

Contractor will:

Provide remote assistance with but not limited to rate changes, validation setup, password lockout, article and user group setup, software setup changes and ad hoc reporting

11. Wear Parts

Contractor will:

Provide shear bolts, UPS batteries and locking assemblies in need of repair or replacement as a result of normal wear and tear.

Provide thermal print heads when Certified SKIDATA tickets are used.

12. Response

Contractor will:

Provide expedited response to a service calls by the County or the County's Parking Operator.

Priority Definition: There are four priority levels for service requests ranging from Priority-1 (the highest priority) to Priority-4 (the lowest priority). Each priority level will have a required response time, as further defined in table below.

13. Service Level Priority Definitions

Priority Code	Scope	Examples
1	<p>Emergency: An entire critical sub-system is down or an entire parking structure is inoperable.</p> <p><i>*Critical sub-systems include application servers (SKIDATA, Parking Guidance, Anti-Virus, Domain), data servers (SKIDATA or PARCS), Credit Card System, LPI System, , Card Access System, Intercom System (entire system or two or more units down in the GTC</i></p>	<ul style="list-style-type: none"> Any parking facility cannot exit any cars The Credit Processing System is down An entire entry or exit plaza within a structure is down
2	<p>Urgent: An important sub-system is down or a major aspect of a parking structure is not functional.</p> <p><i>*Important sub-systems include PARCS Workstations, Entry Lanes (two or more in a single structure), Pay of Foot, Exit Lanes (two or more in a single structure), Parking Space Count System as requested by County</i></p>	<ul style="list-style-type: none"> A manned cashier booth is down Two or more express lanes are down simultaneously within a single parking structure

Priority Code	Scope	Examples
3	Normal: Normal, daily break/fix activity.	<ul style="list-style-type: none"> LPI handhelds not working or not functional in one structure Coder not functional POF lock broken One of the master handsets in the Command Center is not functional An electronic sign at an entry or exit lane is not functional or parking spot counts are reporting incorrect as deemed by parking operator
4	Scheduled Maintenance or Priority 1 – 3 as requested by County.	<ul style="list-style-type: none"> Routine Scheduled Maintenance activity If we have permission for delay on Priority 1–3, the authorized Customer contact name must be logged

14. Airport Operational hours

Airport Operational hours are from 0500-0000 hours PST 365 days of the year.

15. Service Level Response Time During Airport Operational Hours

Priority	Remote Response	On-Site Response
1	1 hours	2 hours of service call
2	2 hours	2 hours of service call
3 ⁽¹⁾	4 hours	8 hours of service call
4 ⁽¹⁾	As Scheduled	As Scheduled

16. Airport after hours

Airport after hours is defined as 0001 - 0459 hours PST 365 days of the year.

17. Service Level Response Time During Airport After Hours

Priority	Remote Response	On-Site Response
1	1 hour	2 hours of service call
2	2 hours	2 hours of service call or 6 am, whichever is last
3 ⁽¹⁾	10:00 AM the Next business day	12:00 Noon the Next business day
4 ⁽¹⁾	As Scheduled	As Scheduled

(1) Priority 3 and Priority 4 service requests will be addressed Monday through Friday during normal SKIDATA business hours, excluding holidays.

18. Response and Report Time

Contractor will:

Comply with response times will be according to the Service Level Response Times tables in this contract.

Notify the County when a service request can/cannot be resolved and completed during the first visit via email sent to JWAAstea@ocair.com.

Notify the JWA Maintenance Service Desk immediately of any unresolved issue and expected time/date when request is anticipated to be resolved via email sent to JWAAstea@ocair.com. Failure to do so may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.

19. Repair Time

Contractor will:

Provide a correction or workaround for Priority one (1) and two (2) errors within twenty-four (24) hours from JWA's first reporting to SKIDATA as defined by the date/time service request is submitted through Astea online portal, provided a call is also placed to the Customer Support line immediately following the online submission.

Provide a correction or workaround for Priority three (3) errors within seventy-two (72) hours from JWA's first reporting to SKIDATA, as defined by the date/time service request is submitted through Astea online portal and/or a call is also placed to the Customer Support line, whichever is earlier.

Provide a correction or workaround for Priority four (4) errors within seventy-two (72) hours of scheduled service by SKIDATA, as defined by the date/time provided within the notification to JWA that a service call has been scheduled.

Failure to do so may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.

20. Total Service

Contractor will:

Respond to unscheduled service calls for remedial maintenance (as a result of normal wear and tear) performed in response to Customer's request on a twenty-four (24) hours per day basis throughout the year, including holidays.

21. Planned Downtime

Contractor will:

Provide planned SKIDATA downtime for Systems maintenance, for a maximum of eight (8) hours four (4) times per calendar year for the duration of the contract.

Any additional planned downtimes will be billed at established rates for Non-Covered Services.

22. Obsolete and Unsupported Software or Hardware

Contractor will:

Notify customer (John Wayne Airport) of any hardware or software, currently in use that will go unsupported within nine (9) months of obsolescence.

Ensure that this notice is sent to the County's project manager and JWA Purchasing department with a report that details the support needed to maintain operational status and a proposal to maintain operational status beyond obsolescence.

Note: HP Gen6 Server end of support is December 31, 2018. JWA will procure necessary support beyond this date.

23. Service Request Reporting

Contractor will:

Produce monthly, or on demand, reports and data extracts on the service request data.

Provide a mechanism whereby JWA is able to run and print these reports independently if so desired by the County if available.

A. Report Formats

Reports will be provided in Excel, Word, or PDF format as requested by JWA if available by SKIDATA's accounting system.

- 1) Data extracts will be provided in either Excel or comma separated value (CSV) formats as requested by JWA.
- 2) Reports will be provided in electronic format only.

B. Report Content

- 1) Service Level summary: Summarizes all service requests made within the reporting period including the number of calls received, the average response time, average time to arrive on-site, and average repair times for each service level. If run for longer than a single day, the report must include summaries for each day, each week, and each month within the reporting interval. For example, a report run from January 1 through February 28 will show the numbers for each day, as well as the roll-up numbers for each week, for January, and for February.
- 2) Service Level Compliance: A single-page summary of the service level compliance for the reported period. It will include the total number of service requests, the number of requests that are out of compliance, and details for each service request that is out of compliance for each priority level. The service request details can use as many additional pages as needed.
- 3) Service request details: Detailed information about any individual service request. The report must be runnable on a single request, a list of requests, a range of requests, or all requests within a user-defined time period. This report is only available in a PDF Work Order format.

- 4) Service request summary: Summary information about an individual service request. The report must be runnable on a single request, a list of requests, a range of requests, or all requests within a user-defined time period. This report is only available in a PDF Work Order format.
- 5) Custom reports: JWA may request custom reports be developed on service requests and service levels at an additional charge. Provided that the requested information is available and it is feasible to create the report, SKIDATA will make best efforts to meet the request.
 - i. JWA will request the custom report in writing and will include a sample of the desired report content and format.
 - ii. SKIDATA will provide a cost proposal for the report development within 10 business days.
 - iii. JWA will review the proposal. If the proposal is accepted, JWA will issue a Purchase Order number to SKIDATA to proceed with development.

C. Data extracts

- 1) Labor and material transaction activity on service requests will be provided in data extracts.
- 2) JWA may request custom data extracts be developed at an additional charge. Provided that the requested information is available and it is feasible to create the extract, SKIDATA will make best efforts to meet the request.
 - i. JWA will request the custom data extract in writing and will include a sample of the desired extract content and format.
 - ii. SKIDATA will provide a cost proposal for the extract development within 10 business days.
 - iii. JWA will review the proposal. If the proposal is accepted, JWA will issue a Purchase Order number to SKIDATA to proceed with development.

D. Report Due Dates

SKIDATA will provide the Service Level Summary and Service Level Compliance reports by the 5th business day of each month for the preceding month. The reports must be submitted with the monthly maintenance invoice.

24. Contractor Responsibilities

Contractor will:

Before leaving the Customer's location and/or closing any service request, SKIDATA will obtain confirmation from the parking operator that a reported problem has been resolved to the operator's satisfaction by obtaining an authorized representative's signature on an electronic Work Order, which is to then be emailed to JWAAstea@ocair.com as formal notification of resolution and/or necessary work-arounds. The name of the person approving the service request closure must be noted in the service request so that it will appear in the service request reports. Failure to do so may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.

Must follow all JWA procedures for processing service requests and interacting with the JWA Maintenance Service Desk.

Follow all airport rules and regulations must be followed at all times.

Must properly dispose of all trash and debris generated by their activities at the end of each workday.

Provide technicians who have a minimum of one (1) year experience on the component on which they are working and who are factory certified as fully qualified to be engaged in the activity on which they are working. Technicians who do not meet these qualifications will not be permitted to work on any JWA systems, software, or equipment.

25. Contractor vehicles

Contractor

Must have the business name clearly shown and affixed to the exterior of the vehicle.

Must be locked and a business card with contact information for the driver must be placed on the dashboard of the vehicle in a manner that it is clearly visible and readable from outside the vehicle.

County provided parking access cards are not to be used outside the scope of this contract.

26. Network (Contractor)

Contractor will:

Cooperate with JWA IT to resolve network failures or problems.

Provide labor to resolve issues associated with planned and unplanned network outages.

For planned outages see Planned Downtime section.

27. Network Change Requirements (Contractor)

Contractor will not move, add, or change any network connectivity without written approval from JWA IT.

Contractor will follow JWA change control processes.

Contractor will provide appropriate paperwork for any required network, server or system changes to support the PARCS system such as change requests and access requests.

28. Rate Forecasting Model

The Rate Forecasting Model is a software feature of the PARCS. It allows JWA to estimate future revenues based on historical data, projected growth, and theoretical future rates.

A. Database Updates

Contractor will provide updates to the Rate Forecasting Model database

B. Changes to the Rate Forecasting Model Application

Contractor will provide labor for County requested changes to the application

29. Payment Card Industry (PCI) PA-DSS Validation Provisions

See Responsibility Matrix for details.

A. PCI Standards

The JWA PARCS system as a whole has been certified, by Tevora as an independent QSA, to be PCI DSS v3.2.1 compliant as of December 2017.

The payment applications are currently certified to be PCI PA DSS 3.2 compliant.

Contractor will maintain the JWA PARCS system to meet continued compliance.

B. Activities Required to Support PA-DSS Validated Payment Applications for PARCS

Contractor will:

- 1) Provide labor to maintain SKIDATA and Payment Express and other installed software per the Secure Implementation Guide based on the PA DSS v3.2 requirements.
- 2) Provide labor to keep anti-virus software and Microsoft products current.
- 3) Provide labor to install updates to the two validated payment applications and associated fees due to new PCI standards PCI DSS v3.2.1 are included in the monthly maintenance fee.
- 4) Provide labor to make changes to IP addresses, VLANs, as a result of changes to PCI standards or versions are not included in the monthly maintenance fee.
- 5) Provide labor to remove existing equipment and install new equipment and any equipment costs associated with changes to PCI standards or versions are not included in the monthly maintenance fees.

For any events listed above that are not covered by the monthly maintenance fee, SKIDATA will provide a cost proposal to JWA using the rates in Attachment B associated with this Scope of Work. If the proposal is accepted, JWA will issue a Task Order for SKIDATA to proceed with the work.

C. Activities Required to Demonstrate PCI Compliance

John Wayne Airport (“JWA”) is required to establish Payment Card Industry Data Security Standard (“PCI DSS”) compliance and that utilize the services of SKIDATA Control Systems (“SKIDATA”) for Parking and Revenue Control System (“PARCS”) maintenance.

JWA’s PCI DSS assessment is required to cover SKIDATA’s maintenance service that permits SKIDATA to impact the security of JWA’s cardholder data environment.

As a result, SKIDATA will assist in JWA’s PCI DSS compliance validation process by providing the following in the format mandated by current PCI DSS requirements and timing as directed by JWA’s project manager(s):

- a. A high-level dataflow diagram showing how SKIDATA’s maintenance services interface with JWA’s environment.
- b. Network diagrams
- c. Evidence of system-patching methodology and, if applicable secure coding methodology.
- d. Results of SKIDATA’s internal and external vulnerability scans, if available.
- e. Security policies and operational procedures.
- f. Access to systems, facilities, and appropriate personnel for on-site reviews, interviews, physical walk-throughs.
- g. Review and explanation of SKIDATA’s policies, procedures, process documentation, configuration standards, training records, incident response plans that evidence SKIDATA’s satisfaction of applicable PCI DSS requirements and/or that SKIDATA adheres to JWA’s policy.

- h. Review of evidence such as configurations, screen shots, and process reviews, to assist in validating all applicable PCI DSS requirements are being met for the in-scope components maintained by SKIDATA.
- i. Clarity regarding portions of JWA's PARCS merchant environment subject to maintenance by SKIDATA that is in scope for JWA's PCI DSS assessment.
- j. Retention of evidence collected due to non-compliance with PCI DSS.
- k. Forty (40) hours of SKIDATA's labor time associated with annually demonstrating JWA's site compliance with the PCI DSS v3.2.1 standard is included. Labor exceeding forty (40) hours annually will be billed to the County per rates specified in Attachment B

This includes time preparing for and participating in meetings and conference calls, and preparing requested documentation, including but not limited to screenshots, flow charts, forms, narratives and diagrams.

This also includes time preparing for and participating in activity associated with JWA's PCI site compliance including but not limited to scans and network penetration testing.

Failure to do so may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.

Contractor will:

Upon contractor notification of five (5) business days of PCI Audit schedule, provide the requested PCI documentation within two (2) business days. Failure to do so may result in assessment of penalties in accordance with Attachment C – Schedule of Deductions.

A. Activities Required to Support JWA's Site Compliance

If the required activities are made necessary by an error or omission in SKIDATA's maintenance of the system, those activities will be performed at no additional cost to the County.

If the required activities are made necessary by changing PCI DSS standards or the County's changing requirements, SKIDATA's labor time associated with supporting JWA's site compliance are included. This includes time to research, respond to, or remediate gaps identified by JWA and/or its Qualified Security Assessor (QSA) to support JWA's site compliance.

30. Invoicing

Contractor will:

Provide an invoice to the County at the end of each month.

31. Invoicing (Parking Operator)

The contract between the County and the parking operator obligates the parking operator to accept responsibility for certain types of damage and charges resulting from failure to operate and maintain the systems correctly.

Contractor will:

When directed by the County, will submit separate invoices for those fees and charges directly to the parking operator.

Notify the County in the event the parking operator fails to promptly pay invoice(s).

County Responsibilities**1. Incidents / Faults**

The following information will be provided by the County

- a. Name and telephone number of individual placing Service request
- b. Description of issue
- c. Troubleshooting steps already performed
- d. Location of issue
- e. Priority of the issue as defined in table below
- f. Contact name and phone number

2. Parking Operator

The County will communicate with the County's Parking Operator to provide the Contractor with all necessary access to staff, facilities, and systems required to resolve a service request issue.

3. Remote Access

The County will provide to Contractor remote access required to facilitate timely maintenance and repair activities.

4. Network (County)

Cisco Equipment

The County will maintain a hardware and software maintenance on all Cisco equipment used by PARCS.

5. Network Change Requirements (County)

County will provide Contractor procedure for JWA change control processes.

6. Monthly and Quarterly Meetings**A. Monthly Meetings**

Operations personnel from JWA and SKIDATA agree to meet each month at a mutually agreed upon date and time and at a mutually agreeable venue (in-person or remote) to review operational matters.

Topics for review include:

- 1) Service request reports for activity the prior month
- 2) Service level performance metrics for the prior month
- 3) Preventative maintenance activities performed by the parking operator the prior month
- 4) Preventative maintenance activities performed by SKIDATA for lane equipment and IT equipment (reviewed once per quarter)
- 5) Communication concerns or issues by either party
- 6) Training needs by JWA or the parking operator
- 7) Other topics as needed.

B. Quarterly Meetings

Senior management personnel from JWA and SKIDATA agree to meet quarterly at a mutually agreed upon date and time to review:

- 1) Overall compliance of the parties to this agreement
- 2) Status of the relationship between the parties
- 3) Contract terms that may need to be amended and that are mutually agreed upon
- 4) Trends in technology and/or the parking industry that may affect or be of interest to either party
- 5) Upcoming significant projects that may affect both parties (e.g., transition to SKIDATA Releases, planned County upgrades or changes to the network, planned County outages)
- 6) Proposals for installation of new equipment
- 7) Other topics as needed.

7. Parking for Contractor vehicles

County will provide parking access for Contractor performing services under this Contract.

A. Airport Security

Contractor, Contractor's employees and Contractor's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.

Badge Acquisition: Prior to issuance of a security badge(s), designated Contractor personnel who shall be working on-site at JWA terminal, and engaged in the performance of work under this Contract must pass JWA's screening requirements, which include an F.B.I. background investigation (fingerprinting) and Security Threat Assessment (STA) (estimated fee is \$27.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. Contractor's designated personnel shall need to take a 2-hour SIDA training class at JWA and pass the written test (estimated fee is \$10.00 per person). Contractor shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Transportation Security Agency (TSA) and JWA. Contractor's designated personnel must successfully complete the badge acquisition within 14 days of Contract execution, unless other arrangements have been coordinated by County project manager or designee in writing.

Driving Endorsement: In addition to obtaining a JWA access control badge, Contractor's service staff must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Badge Holder Requirements and Responsibilities: TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted

rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

JWA security badge is nontransferable.

In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County project manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.

No worker shall be used in performance of this work that has not passed the background check.

B. General Requirements:

Contractor will:

- Ensure all precautions for safety are taken.
- Ensure all Contractor vehicles parked on site shall be secure at all times.
- Ensure all tools and materials shall remain in Contractor's possession at all times.
- Ensure all materials that could inflict injury shall be continuously cleaned up as work progresses.
- Furnish all vehicles required to transport equipment and materials to job site.
- Ensure all inspections shall be conducted by County's Project Manager or designee.

C. Performance

Contractor will:

- Furnish, install and maintain all warning devices, i.e., barricades, cones, etc., required to adequately protect the public, County staff and other during the performance of the work.
- Furnish all materials required for completion of the work. All materials shall be new, first quality and specifically suited for the specific use.
- At all sites, evaluate the specific materials and labor required to complete the repair or alteration, Meet County Contract coordinator, or other designated representative, to evaluate a specific project and recommend a potential solution or solutions.
- Complete all work in accordance with estimate or contact County Contract coordinator for additional authorization prior to proceeding with the work when the work is estimated to exceed the original estimate by more than 10%.
- Perform all work in accordance with generally accepted industry practice for safe and efficient operation.
- Identify and advise County of any additional repair or maintenance work that may be required.

D. General Conditions**Cooperation**

Contractor personnel shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of County Contract coordinator unless otherwise directed and shall direct all inquiries or requests to County Contract coordinator. Exception: the specific request involves public safety or security of the specific facility.

Inspection

All work shall be subject to the inspection and approval of County Contract coordinator, or designee, prior to acceptance and approval for payment.

Damages

Contractor shall repair, replace, or have the cost of repair or replacement deducted from its payments, at the discretion of County Contract coordinator, all damage sustained to County equipment or facilities as a result of Contractor's operations.

E. Security Requirements**Contractor will:**

- Follow any special security requirements issued by County Contract coordinator or designee.
- Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to Maintenance Service Desk at (949)852-4004.
- Securely close and check all gates and doors to ensure that they are tightly closed and locked.
- Restrict all activities to the immediate work site and adjacent assigned areas.
- Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.
- Ensure that all Contractor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.
- Report immediately all lost or misplaced tools or materials to security staff, County contract coordinator and or designee.
- Secure all work areas prior to the end of each workday.
- Ensure Contractor personnel shall not smoke or use profanity or other inappropriate language while on site.
- Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.
- Plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

F. Amendments - Changes/Extra Work

The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

G. Contractor's Expense

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications while on County sites during the performance of work and services under this contract.

H. Contractor Personnel – Uniforms/Badges/Identification

The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.

I. Contractor Security Agreement

Contractor must acknowledge, by signature, that it has read and accepts the responsibilities of the security agreement below and agrees to protect the confidentiality of all information while performing its duties. The County of Orange Contractor Security Agreement form with signature lines is attached for your convenience. This signed security form shall become part of the resultant contract.

- 1) Contractor acknowledges on behalf of itself and its employees and agents that the confidentiality of the user ID and password must be maintained at all times and that should they be compromised, Contractor shall immediately notify County's Project Manager and request cancellation of the compromised user ID and password and issuance of a new user ID and password.
- 2) The user ID and password are to be used by Contractor and its authorized employees and agents only, and Contractor shall be solely responsible for their use.
- 3) The user ID and password are to be used by Contractor and its authorized employees and agents on behalf of County current contractual duties, functions, and responsibilities only.
- 4) The use of County information resources and data by Contractor is to be only in accordance with COUNTY business objectives; use of the resources for private or personal gain is prohibited and may be subject to administrative, civil and criminal penalties.
- 5) The information contained within County systems and document image and report databases (including but not limited to names, social security numbers, addresses, health records, assistance payments and applications) shall not be disclosed by

Contractor or its employees or agents to any outside parties or other system users who are not directly authorized by County to view such reports or images or who are not authorized employees or agents of Contractor.

- 6) Contractor shall not permit others who are not directly authorized by County to access reports and images, payroll records, banking information, assistance records, or other confidential information or to view any such items.

By signing below, Contractor acknowledges it has read this agreement and accepts these responsibilities and agrees to protect the confidentiality of all information while performing its duties. Contractor further acknowledges that the disclosure of sensitive, confidential, or proprietary information to unauthorized persons during or after termination of employment may make it liable for administrative, civil or criminal prosecution.

SKIDATA INC.

Firm Name

DAVID LUKEN

Print Name



Signature

06/11/2020

Date

If Contractor is a corporation, two signatures are required.

ROBERT WEISKOPF

Print Name



Signature

06/11/2020

Date

J. Delivery - Notification

The Contractor will notify the County of pending delivery no later than five (5) business days prior to the actual delivery of any goods to be delivered under the terms of this contract.

K. Delivery Location – No Loading Dock

Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

L. Electrical Wire Requirements

All electrical appliances, equipment or machines requiring 110-120 volt service must be equipped with three-wire electrical cord and caps 5-15 P plug (double insulated wiring or equivalent). The wire must be of an amperage rating so as not to be overloaded by requirements of the appliances, equipment or machines. Appliances, equipment and machines must have UL approval and meet all OSHA and other laws and regulations pertaining to the type of appliance, equipment or machine.

M. Equipment – Connection Points

If requested by the County, the Contractor agrees to identify on all items of equipment supplied under this contract all appropriate test points for connecting one of the commercially available hardware monitors designed to measure system activity.

N. Equipment – Engineering Changes

Engineering changes determined applicable by the Contractor will be controlled and installed by the Contractor on equipment covered by this contract. The County may elect to have only mandatory changes, as determined by the Contractor, installed on machines so designated. A

written notice of this election must be provided to the Contractor for written confirmation. There shall be no charge for engineering changes made. Any Contractor-initiated change shall be installed at a time mutually agreeable to the County and the Contractor. The Contractor reserves the right to charge, at its then current time and material rates, for additional service time and materials required due to non-installation of applicable engineering changes after the Contractor has made a reasonable effort to secure time to install such changes.

O. Equipment Maintenance Service - Parts

Contractor shall furnish and install all new parts, materials and lubricants which meet or exceed the original equipment manufacturer's specifications. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the County before being incorporated in the work performed by the Contractor under this contract. The Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.

P. Equipment Maintenance Service – Shop Work

Shop work is included in this price agreement at no extra charge. A comparable piece of equipment will be loaned, when required, at no extra charge. When the equipment needs to be taken from the premises for repair or maintenance, the agency/department supervisor or other authorized person in charge of equipment maintenance must be notified in writing and a receipt must be left for the equipment prior to removal.

Q. Equipment Maintenance Service – Unsatisfactory Service

The agency/department having control of the equipment shall notify the assigned Deputy Purchasing Agent in writing of unsatisfactory service.

R. OEM Equipment Maintenance Standard

The Contractor agrees to maintain all equipment according to the original equipment manufacturer (OEM) specifications. The Contractor further agrees that all components will be OEM components. At the termination of the Contract the Contractor guarantees that equipment will meet OEM equipment certification standards.

S. Material, Workmanship, and Acceptance

All materials furnished by Contractor in the work shall be new, high grade, and free from defects. Quality of Work shall be in accord with the generally accepted standards. Materials, parts, equipment and work quality shall be subject to County's approval.

Materials and work quality not conforming to the requirements of the Scope of Work shall be considered defective and shall be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by Contractor, at its expense, when so directed by County.

If Contractor fails to replace any defective or damaged work or material within 48 hours after notice, County may cause such work or materials to be replaced. Replacement expense shall be deducted from the amount to be paid to Contractor.

T. Reports/Meetings

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

U. Royalties

The County will not pay royalties as a result of work performed under this Contract. All written work resulting from this Contract shall be the property of the County of Orange, and any copyrights associated with that work shall belong to the County of Orange and shall be so designated on the written materials.

Attachment B**Contractor's Pricing**

This is a firm fixed rate contract between County and Contractor, as set forth in Attachment "A" Scope of Work.

A. Compensation

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all personnel and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

B. Fees and Charges

County shall pay the following fees monthly in accordance with the provisions of this contract.

Annual Totals	
Year 1	\$668,000.00
Option Year 2	\$683,600.00
Option Year 3	\$625,114.44
Option Year 4	\$641,617.97
Option Year 5	\$658,616.40

DESCRIPTION OF SERVICES		
Routine Preventative Maintenance	Monthly Fee	Yearly Fee
Covered Services		
Year 1 - Quarterly Maintenance	\$18,333.33	\$220,000.00
Option Year 2 – Quarterly Maintenance	\$18,883.33	\$226,600.00
Option Year 3 – Quarterly Maintenance	\$19,449.91	\$233,398.92
Option Year 4 Quarterly Maintenance	\$20,033.41	\$240,400.92
Option Year 5 Quarterly Maintenance	\$20,634.41	\$247,612.92
Subtotal		\$1,168,012.76
Parts and Labor	Monthly Fee	Yearly Fee
Covered Parts		
Year 1	\$24,583.33	\$295,000.00
Option Year 2	\$25,320.83	\$303,850.00
Option Year 3	\$26,080.46	\$312,965.52
Option Year 4	\$26,862.87	\$322,354.49
Option Year 5	\$27,668.76	\$332,025.12
Subtotal		\$1,566,195.13

LPI Maintenance	Monthly Fee	Yearly Fee
Year 1 - Monthly Maintenance	\$250.00	\$3,000.00
Option Year 2 – Monthly Maintenance	\$262.50	\$3,150.00
Option Year 3 – Monthly Maintenance	\$312.50	\$3,750.00
Option Year 4 – Monthly Maintenance	\$321.88	\$3,862.56
Option Year 5 – Monthly Maintenance	\$331.53	\$3,978.36
Subtotal		\$17,740.92

Non-Covered Services and Parts		
Year 1		\$150,000.00
Option Year 2		\$150,000.00
Option Year 3		\$75,000.00
Option Year 4		\$75,000.00
Option Year 5		\$75,000.00
Subtotal		\$525,000.00

Rate Schedule for Non-Covered Services**Standard Rate Schedule - Regular Service (Monday – Friday, 8am – 5pm)**

Standard rates are billed in 30-minute increments with minimum periods defined in the table below. Time exceeding any 30-minute increment is rounded up to the next increment. These rates are applicable during normal SKIDATA business hours.

Description of Services			
Labor for Service Technician			
Time of Service	Minimum Time Period	Hourly Rate for Minimum Period	Hourly Rate for After Minimum Period
Regular Hours (8:00 am – 5:00 pm)	One-Half Hour	\$97.50	\$195.00
After Hours (5:01 pm – 7:59 am)	Half Hour	\$195.00	\$390.00
Holidays	Half Hour	\$219.38	\$438.75

Contractor's holidays defined as:

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day

Rate Schedule for Non-Covered Parts**Material**

Refer to Exhibit A for Pricing. Tax and shipping is allowed.

Material Not Included In Exhibit A

Cost + 15% or a minimum handling fee of thirty dollars (\$30.00). Tax and shipping is allowed.

C. Final Payment

Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts the all work and JWA issued badges are returned to Badging Office.

D. Payment Terms – Payment in Arrears Non-Covered Services

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

E. Payment Terms – Payment in Advance Covered Services and Parts

Invoices are payable 30 days in advance, unless otherwise directed in this Contract. Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

F. Taxpayer ID Number

The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

G. Payment-Invoicing Instructions

The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above

3. Name of County Agency/Department
4. Delivery/service address
5. Master Agreement (MA) or Purchase Order (PO) number
6. Date of order
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total

Invoices and support documentation are to be forwarded to (**not both**):

John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

Or

Email to:

AccountsPayable@ocair.com

Attachment D
Staffing Plan

Contractor shall

- A. Supply a list of contractor personnel in conjunction with this contract
- B. Submit any changes to be approved by County or designee

The substitution or addition of contractor personnel in any given category or classification shall be allowed only with prior written approval of County Contract coordinator or designee.

#	Name	Title/ Classification	Area/Description of responsibility
1	Vincent Ramirez	System Engineer	IT & software maintenance
2	Joanna Gonzalez	Service Advisor	Customer Support
3	Matthew Jones	Manager Customer Support	Customer support
4	Carlos Serrano	Field Service Manager	Field Service delivery
5	Daniel Soria	Manager Technical Support	Technical Support
6	Mary Beth McNair	Key Account manager	Sales/KAM
7	TBD	Key account manager	KAM
8	Ramon Embrador	Field service technicians	Field service
9	TBD	Project manager	Project/contract mngt
10	TBD	System Engineer	IT & software maintenance



OC Procurement

Sole Source Request Form

Sole Source BidSync # 280-C011717-MA-SS

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: John Wayne Airport		Date: June 4, 2020	
Vendor Name: SKIDATA, Inc.		Sole Source BidSync Number: 280-C011717-MA-SS	
Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.			
Contract Term (Dates): 08/01/2020 – 07/31/2023		Is Agreement Grant Funded? Funding Source <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Percent Funded: 0 Proprietary? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contract Amount? \$1,925,348.81		Is this renewable? If yes, how many years? No	
Type of Request: <input type="checkbox"/> New <input type="checkbox"/> Multi-Year <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase			
Renewal Year: 08/01/2020 – 07/31/2023		Did vendor provide a sole source affidavit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach	
Board Date: July 14, 2020	ASR Number: 20-000520	If not scheduled to go to the Board explain why?	
Does Contract include Non-Standard Language? If yes, explain in detail. No			
Was Contract Approved by Risk Mgmt.? No		Was Contract Approved by County Counsel? Yes	
Were any exceptions taken? If yes, explain in detail. No			
<input checked="" type="checkbox"/> DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.			
<input type="checkbox"/> Solicitation Exemption (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)			



OC Procurement

Sole Source Request Form

Sole Source BidSync # 280-C011717-MA-SS

SECTION III – SOLE SOURCE JUSTIFICATION

1. **Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.*

This is a hybrid contract.

2. **Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.*

This contract is a maintenance contract to support the Parking Access Revenue Control System (PARCS) that manages the four parking structures (A1, A2, B2, and C) and two surface parking lots at John Wayne Airport. It provides for two payment types. The first payment type is a fixed monthly fee to provide routine preventative maintenance, parts, and labor. The second payment type is for non-covered services and parts. For example, if the ticket dispenser at an entry lane were run over by a patron, repair or replacement of the equipment would not be covered by the maintenance contract.

This contract is to provide for the continued repair and replacement of equipment that comprises the PARCS. This includes entry/exit gate equipment, ground loops, PC's, gate arms, ticket dispensers, ticket readers, cashier equipment, servers, space counting, and various other hardware and software. Prior Board action Contract awarded August 1, 2018 through July 31, 2019, ASR #18-000441, Sole Source Bid Sync Number 280-C011717-GD-SS. Board action, Contract renewal effective 8/1/19 through 7/31/20, ASR #19-000508, Sole Source Bid Sync Number 280-C011717-GD-SS2.

3. **Explain why the recommended vendor is the only one capable of providing the required services and/or commodities.** **How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source.** *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.*

The PARCS was selected and installed in as the result of an open, competitive, public procurement that was previously approved by the Board of Supervisors. SKIDATA, Inc. is the only authorized California vendor for the SKIDATA hardware and software.

OC Procurement

Sole Source Request Form

Sole Source Bidsync # 280-C011717-MA-SS

SECTION IV – AUTHOR/REQUESTOR

Signature: 	Print Name: Jessica Miller	Date: 6-8-2020
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SECTION V – CEO Human Resource Services APPROVAL


(Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:
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SECTION VI – DIVISION HEAD APPROVAL (Deputy Airport Director)

Signature: 	Print Name: Scott Hagen	Date: 6-8-2020
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SECTION VII – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: 	Print Name: Maria Albelo	Date: 6-9-2020
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SECTION VIII – DEPARTMENT HEAD APPROVAL

Signature: 	Print Name: Rick Francis	Date: 6-9-2020
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SECTION IX – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:			
Comments:			
CPO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		CFO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
CPO Authorized Signature:	Date:	CFO Authorized Signature:	Date:


Sole Source Request Form

Sole Source BidSync # 280-C011717-MA-SS

- 4. How does recommended vendor's prices or fees compare to the general market?**
Attach quotes for comparable services or supplies. Attach additional sheet if necessary.

The prices fall within industry standards for fair and reasonable pricing.

- 5. If the recommended vendor was not available, how would the County accomplish this particular task?**
Attach additional sheet if necessary.

If SKIDATA, Inc. was not authorized to maintain the system, JWA would have no choice but to replace the entire system at substantial cost.

- 6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.**

The contractor's name changed from Sentry Control Systems, LLC to SKIDATA, Inc. due to a merger in 2019. There have been no litigations or judgements in the last 7 years.

- 7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years?** Yes No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

- 8. Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption)**
Attach additional sheet if necessary.



P (833) SKIDATA (754-3282)
F (908) 332 0602

May 6, 2020

John Wayne Airport
Attn: Jessica Miller – IT Manager
3160 Airport Avenue
Costa Mesa, CA 92626

Dear Ms. Miller,

SKIDATA, Inc. is located at 6611 Odessa Avenue, Van Nuys, CA 91406 is the only authorized firm with trained and certified professionals to support, service and maintain the current PARCS (SKIDATA system) at John Wayne Airport.

Each technician is required to be trained and certified by SKIDATA which includes several training and testing programs. However, the certification requirements do not stop there. Once certified, the Technicians are required to maintain ongoing training every other year. The installation and maintenance will be managed by SKIDATA's Operating Manager who has more than 10 years of experience working with SKIDATA products and solutions. All of the technicians assigned have several years of experience.

SKIDATA has been providing products and solutions for more than 40 years and is well suited to design, install and maintain a SKIDATA system in its entirety. The current system at John Wayne Airport and similar systems with identical features have been successfully installed in more than 1,000 locations in North America alone, many of which are located in California. SKIDATA, Inc. is the exclusive distributor for SKIDATA in the state of California.

Please feel free to contact me directly if you have any further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Weiskopf', is written over the typed name.

Robert Weiskopf
Chief Sales Officer



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Release Bid Workflow

Name: Maria Albelo
 Phone: 949-252-5175
 Email: malbelo@ocair.com
 Status: Submitter Jun 10, 2020 10:01:45 AM PDT

Bid Information

Bid Number:
280-C011717-MA-SS
Bid Title:
PARCS Maintenance & Repair



Status

Status:
Approved

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Contract Summary Form

SKIDATA, Inc.

SUMMARY OF SIGNIFICANT CHANGES

1. Scope of Work: additional services added under scope of work #'s 8, 18, 19 and 24 Pages 6, 9 and 11.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

B. Fees and Charges

Annual Totals	
Year 1	\$668,000.00
Option Year 2	\$683,600.00
Option Year 3	\$625,114.44
Option Year 4	\$641,617.97
Option Year 5	\$658,616.40

DESCRIPTION OF SERVICES		
Routine Preventative Maintenance	Monthly Fee	Yearly Fee
Covered Services		
Year 1 - Quarterly Maintenance	\$18,333.33	\$220,000.00
Option Year 2 – Quarterly Maintenance	\$18,883.33	\$226,600.00
Option Year 3 – Quarterly Maintenance	\$19,449.91	\$233,398.92
Option Year 4 Quarterly Maintenance	\$20,033.41	\$240,400.92
Option Year 5 Quarterly Maintenance	\$20,634.41	\$247,612.92
Subtotal		\$1,168,012.76

Parts and Labor	Monthly Fee	Yearly Fee
Covered Parts		
Year 1	\$24,583.33	\$295,000.00
Option Year 2	\$25,320.83	\$303,850.00
Option Year 3	\$26,080.46	\$312,965.52
Option Year 4	\$26,862.87	\$322,354.49
Option Year 5	\$27,668.76	\$332,025.12
Subtotal		\$1,566,195.13
LPI Maintenance	Monthly Fee	Yearly Fee
Year 1 - Monthly Maintenance	\$250.00	\$3,000.00
Option Year 2 – Monthly Maintenance	\$262.50	\$3,150.00
Option Year 3 – Monthly Maintenance	\$312.50	\$3,750.00
Option Year 4 – Monthly Maintenance	\$321.88	\$3,862.56
Option Year 5 – Monthly Maintenance	\$331.53	\$3,978.36
Subtotal		\$17,740.92

Non-Covered Services and Parts		
Year 1		\$150,000.00
Option Year 2		\$150,000.00
Option Year 3		\$75,000.00
Option Year 4		\$75,000.00
Option Year 5		\$75,000.00
Subtotal		\$525,000.00

Appropriations for this contract are included in the FY 2020-21 Budget for Airport Operating Fund 280 and will be included in the budgeting process for future years.