



AGENDA STAFF REPORT

ASR Control 24-000158

MEETING DATE: 03/26/24
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Pending)
DEPARTMENT CONTACT PERSON(S): Charlene Reynolds (949) 252-5183
 Richard Steele (949) 252-5264

SUBJECT: Award Airport Parking Management and Shuttle Services Operating Agreement

CEO CONCUR Pending Review	COUNTY COUNSEL REVIEW Approved Agreement to Form	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: Yes **Current Year Cost:** \$3,000,000 **Annual Cost:**
 FY 2024-25 \$12,000,000
 FY 2025-26 \$12,000,000
 FY 2026-27 \$12,000,000
 FY 2027-28 \$12,000,000
 FY 2028-29 \$9,000,000

Staffing Impact: No **# of Positions:** **Sole Source:** No
Current Fiscal Year Revenue: N/A
Funding Source: Fund 280: 100% **County Audit in last 3 years:** No
Levine Act Review Completed: Yes
Prior Board Action: N/A

RECOMMENDED ACTION(S):

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Class 1 (Existing Facilities) pursuant to CEQA Guidelines section 15301.
2. Approve the selection of Ace Parking III, LLC for award of the Airport Parking Management and Shuttle Services Operating Agreement at John Wayne Airport in an amount not to exceed \$60,000,000, effective upon approval, for five years upon execution of all necessary signatures, with the option to renew for one additional two-year term upon Board of Supervisors' approval.

SUMMARY:

Award of the Airport Parking Management and Shuttle Services Operating Agreement to Ace Parking III, LLC will provide greater operational flexibility in the management of the parking facilities, valet parking and shuttle services at John Wayne Airport. Ace Parking III, LLC will offer unique opportunities to generate revenue through optional enhancements while facilitating the continued safe and efficient

transportation of John Wayne Airport passengers and employees between remote parking lots and the Thomas F. Riley Terminal.

BACKGROUND INFORMATION:

John Wayne Airport (JWA) determined that combining the parking facilities, valet and shuttle services contracts into a single contract achieves greater operational flexibility and cost efficiencies for the operator and JWA while providing substantial benefits by: 1) allowing the operator to share a pool of staff that can operate the parking facilities, and offer valet (including car wash) and shuttle services; 2) eliminating the need for separate operator management teams; and 3) removing redundancy in the administration of two similar contracts in the areas of contract compliance, accounting and insurance.

On August 1, 2023, JWA released a Request for Proposal (RFP) for Airport Parking Management and Shuttle Services on the County’s online bidding system. JWA received six proposals by the deadline of October 4, 2023.

The Scope of Work includes management of self-park operations in designated parking structures and parking lots, the employee parking lot, the commercial hold lot and the cell phone lot using JWA’s existing parking access and revenue control system. The Scope of Work also includes janitorial and maintenance services in identified parking areas. In addition, the operator will operate and manage valet parking and offer, either directly or through a subcontractor, car wash and detail services to valet customers at the designated location. Services also include the operation of a Courtesy Shuttle and Employee Shuttle routes.

Proposal Evaluation

On November 2, 2023, the RFP evaluation panel reviewed the six written proposals. The four highest-rated proposers successfully moved on to Phase II of the evaluation and oral interviews on November 16, 2023.

The proposals were rated based on the following predetermined criteria:

Written Criteria	60%
Experience and Qualification	35%
Management and Supervision Plan	20%
Plan of Operation	10%
Vehicle Maintenance and Safety Program	15%
Cost and Proposed Fee(s)	20%
Oral Interview	40%

Attachment D includes the Summary of Evaluator Scoring with individual evaluator scores and scores for the firms.

Firm	Written (60%)	Oral (40%)	Total
Ace Parking III, LLC	77.4	52.3	129.7
SP+	75.6	48.0	123.6
LAZ Parking California, LLC	74.2	48.5	122.7
ABM Aviation ABM Aviation, Inc.	71.8	50.1	121.9

Based on the evaluation criteria outlined in the RFP and final scoring, JWA recommends ACE Parking III, LLC for award of the Airport Parking Management and Shuttle Services Operating Agreement for a five-year term, with the option to renew for one additional two-year term upon Board of Supervisor’s approval. ACE Parking III, LLC has over 50 years of experience, manages more than 100,000 airport parking spaces, operates a fleet of at least 150 shuttles and employs about 1,500 professionals.

Proposed Contract

JWA expects the Contractor to provide the following services:

1. Parking and Valet Management
2. Shuttle Services
3. Optional Enhancements

The Orange County Preference Policy is not applicable to this contract award because the Department of Transportation (DOT) regulations do not allow a local preference and proposers did not claim Disabled Veteran Business Enterprise (DVBE).

Compliance with CEQA: The proposed project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301, because it involves the approval of a contract for the management, operation and maintenance of the parking facilities, valet parking and shuttle services at John Wayne Airport, an existing public facility, involving no expansion of the existing use.

FINANCIAL IMPACT:

Appropriations for this contract are included in Fund 280, Airport Operating Fund, FY 2023-24 Budget and will be included in the budgeting process for future years.

The contract contains language which permits reductions or termination of the contract immediately without penalty if approved funding or appropriations are not forthcoming.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A - Contract MA-280-24010042 with Ace Parking III, LLC
- Attachment B - Contract Summary Form

Attachment C - Memorandum of Recommendation
Attachment D - Summary of Evaluators Scoring

CONTRACT MA-280-24010042

FOR

**AIRPORT PARKING MANAGEMENT AND SHUTTLE
SERVICES**

BETWEEN

JOHN WAYNE AIRPORT

AND

ACE PARKING III, LLC

JOHN WAYNE AIRPORT
ORANGE COUNTY



CONTRACT MA-280-24010042
WITH
ACE PARKING III, LLC
FOR
AIRPORT PARKING MANAGEMENT AND SHUTTLE SERVICES

This Contract **TBD** for Airport Parking Management and Shuttle Services (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; (hereinafter referred to as “County”) and **Ace Parking III, LLC**, with a place of business at **645 Ash Street, San Diego, CA 92101** (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Work
- Attachment B – Payment/Compensation
- Attachment C – Staffing Plan
- Attachment D – Schedule of Deductions
- Attachment E – Schedules
- Attachment F – Proterra Warranty
- Attachment G – CAR WASH - JWA Vehicle and Equipment List
- Attachment H – Maps
- Attachment I - County Vehicle Rules and Regulations
- Attachment J – Rates
- Attachment K - County of Orange Security Guidelines

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Airport Parking Management and Shuttle Services under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for Airport Parking Management and Shuttle Services as set forth herein, and Contractor represented that it is qualified to provide Parking Management and Shuttle Services to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Airport Parking Management and Shuttle Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Deputy Purchasing Agent or designee to enter into a Contract for Airport Parking Management and Shuttle Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

Airport shall mean John Wayne Airport or JWA or County of Orange.

Airport Maintenance Service Desk (949) 852-4004, shall be the main contact for reporting maintenance discrepancies/issues.

Airport Control Center (Orange County Sheriff's Department) (949) 252-5000, shall be the main point of contact for reporting emergencies/security issues.

Administration Building shall mean 3160 Airway Ave., Costa Mesa, CA 92626

Auditor-Controller shall mean County of Orange, Auditor-Controller or designee.

Board of Supervisors shall mean elected (or duly appointed) members of the Board of Supervisors of the County of Orange, as governing body of the County and proprietor of the Airport through its County Project Manager, or designee, as appropriate.

County-Owned Electric Busses shall mean electric busses owned by County of Orange, provided to Contractor to fulfill the scope of work as defined in Attachment A - Scope of Work.

County Vehicles shall mean vehicles owned by the County of Orange for employee use.

County Project Manager shall mean JWA Landside Manager of Airport Operations or designee.

Courtesy Shuttle Services ("Courtesy Shuttle") shall mean shuttles used to transport passengers to and from the airport.

Contractor Shuttles shall mean shuttles provided by the Contractor for Courtesy Shuttle Services and Employee Shuttle Services as defined in Attachment A - Scope of Work.

Contractor's Project Manager shall mean Contractor's appointee to JWA and shall not serve in any other role or position in this Contract.

Contractor's Shift Supervisor shall mean Contractor's appointee to be onsite during all shuttle operating hours for both the Courtesy Shuttle Service and Employee Shuttle Services operation to exclusively manage and oversee all aspects of this Contract and to report to Contractor's Project Manager. One designated to the Courtesy Shuttle Service and Employee Shuttle Service operation.

Employee Shuttle Services ("Employee Shuttle") shall mean shuttles or busses used to transport airport employees and tenant employees.

FAA shall mean Federal Aviation Administration created under the Federal Aviation Act of 1958, or such successor agency, as may from time to time have similar jurisdiction over Contractor or its business, and the Airport.

Gross Receipts shall mean and include all charges resulting from Contractor's operation of the Parking Facilities, whether payment actually made or, including, but not limited to, parking fees for any vehicle parking for any length of time in the Parking Facilities, the sale price for all employee parking access

cards shown on the monthly statement of employee parking access cards sold (or other method of accounting authorized by County for employee parking access cards) and any charges from any County approved ancillary services provided by Contractor. The term "gross receipts" shall also mean all income earned by Contractor as a result of the operation of valet parking and car wash and auto detail service.

Hazardous Substances shall mean any hazardous or toxic substance, material or waste which is or shall become regulated by any government entity, including but not limited to County acting in its governmental capacity, the State of California or the United States Government.

Office Facility shall mean administrative facility installed by Contractor as defined in Attachment A - Scope of Work.

Operation Manual shall mean operation manual specifying the operating procedures used by the Contractor for the operating and maintenance procedures to be followed by Contractor for Public Facilities parking, including employee parking, and Valet Parking, including car wash and detail, and Courtesy and Employee Shuttle Services.

Main Street Lot shall mean the public parking facility located at 1512 W. Main Street in the city of Irvine, California.

Maintenance Building shall mean 3180 Airway Ave, Costa Mesa, CA 92626

Parking Facilities shall mean JWA parking facilities that consist of the A1 Parking Structure (approximately 1,479 parking spaces), A2 Parking Structure (approximately 1,569), B2 Parking Structure (approximately 1,471 parking spaces) and C Parking Structure (approximately 1,981 parking spaces).

Parking Management Vehicles are Contractor vehicles provided by the Contractor for Contractor administrative staff as defined in subsection V. Parking Management Vehicles located in Attachment A - Scope of Work.

Shuttle Driver(s) shall mean personnel employed by Contractor to operate Courtesy Shuttle Services and Employee Shuttle Services (collectively "Shuttle Services") as defined in subsection XI.D.4 Personal located in Attachment A, Scope of Work.

TSA shall mean the Transportation Security Administration of the United States Department of Homeland Security, the federal agency responsible for regulation of airport security, or any such successor agency.

ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs,

damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Civil Rights and Nondiscrimination:

1. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

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

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

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. **Nondiscrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

3. **Compliance with Nondiscrimination Requirements:** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

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

b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the

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

- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. **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.
- e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination 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:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The Contractor will include the provisions of subsection one, and paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Contractor is required to insert the above subsection 3 and paragraphs 3(a) through 3(f) in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

- 4. **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 nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).
- Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

5. **Title VI Clauses for Transfer of Real Property and for Construction/Use/Access to Real Property:** Contractor, for itself, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- a. In the event facilities are constructed, maintained or otherwise operated on the Operating Area for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the

- Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- b. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - c. In the construction of any improvements on, over or under the Operating Area and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin, age, or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination.
 - d. Contractor will use the Operating Area in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
 - e. Contractor shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.
6. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Contract and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Contract had never been made or issued.

K. Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation

1. **ACDBE Program Assurances:** This Contract is subject to the requirements of the U.S. Department of Transportation's regulations at 49 CFR Part 23. Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease agreement covered by 49 CFR Part 23.

Contractor agrees to include the above statements in any subsequent agreement or contract covered by 49 CFR part 23 that it enters and cause those businesses to similarly include such statements in further agreements.

2. **ACDBE Termination or Substitution:** If Contractor proposes to terminate, substitute, or modify the participation of an ACDBE Joint Venture partner, team member, subcontractor, or sub-concessionaire in the Contract before or after Contract award, prior to such change, the Contractor shall immediately submit for review to the Airport's ACDBE Liaison Officer an explanation and reasonable documentation regarding the proposed change in ACDBE participation. Contractor shall include the specific reasons for the change in ACDBE participation and must produce any requested documents and information regarding the proposed change.
3. **Monitoring and Reporting Requirements:** No later than fifteen (15) days after the end of each calendar month during the Term, when requested, Contractor will submit to Airport, in Airport's online system or on Airport's monthly ACDBE Utilization Report form, a

report of Contractor's total Gross Receipts during the month and the total dollar value of Gross Receipts earned by an ACDBE under this Contract and the total dollar value of goods and services purchased or leased from each ACDBE during the month, in each case calculated in accordance with the requirements of 49 CFR Part 23.

Whenever a Joint Venture is used to meet ACDBE goals, Contractor shall submit to Airport an annual financial statement for the preceding year indicating compensation, profit sharing, capital contributions of ACDBE partners, or any other financial information as requested by Airport relevant to determining ACDBE compliance. Contractor shall also report annually the ACDBE partner's management involvement and its role in decision making. The annual financial statement, and all other information requested pursuant to this paragraph, shall be on a form satisfactory to Airport and delivered to Airport no later than sixty (60) days following the close of the federal fiscal year ending on September 30th.

Contractor further agrees to submit any other report(s) or information that County is required by law or regulation to obtain from Contractor, or which the Airport's ACDBE Liaison Office or designee may request relating to Contractor's operations. In addition, Contractor shall provide all information and reports required by the Airport and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Airport to be pertinent to ascertain compliance with the regulations or directives.

Contractor shall timely submit reports and verifications requested by the County and shall provide such financial information or other information deemed necessary by it to support and document the ACDBE participation for this Contract. County shall have the right until six (6) years after the expiration or termination of this Contract, through its representatives, and at all reasonable times, to review books, records, and financial information of the Contractor (and where applicable, all individuals, Joint Venture partners or team members or other business entities that are a party or engaged in concession activity under this Contract) requested by representatives of the County to substantiate compliance with 49 CFR Parts 23 and 26 as amended, and any guidance issued by FAA regarding the interpretation of the federal regulations.

- 4. Other Requirements:** Contractor shall comply with the requirements of 49 CFR Part 23 and 26, the Airport's ACDBE Program, and guidance issued by the FAA, regarding the interpretation of the regulations, including but not limited to the Joint Venture Guidance in the administration of this Contract. Contractor shall comply with any future amendments to the aforementioned authorities.

If Contractor is a Joint Venture as defined in 49 CFR part 23, section 23.3, Contractor agrees that its Joint Venture operating agreement must be reviewed and approved by the Airport, in accordance with FAA guidance, prior to the execution of this Contract. Contractor further agrees that any amendments to its Joint Venture agreement must be reviewed and approved by the Airport, in accordance with FAA guidance, prior to the amendment's execution. A copy of any loan agreement from the non-ACDBE partner to the ACDBE partner that has or will be used in connection with this opportunity must also be provided.

- 5. Non-Compliance:** In the event of Contractor's non-compliance with the ACDBE Program, County may, in addition to pursuing any other available legal remedy, terminate, suspend, or cancel this Contract in whole or in part; and/or suspend or debar Contractor from eligibility to contract with County in the future or to receive bid packages or request for proposal packages or other

solicitations, unless Contractor demonstrates, within a reasonable time as determined by County, its compliance with the terms of the ACDBE Program or this Article.

- L. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- M. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- N. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- P. Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificate(s) of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any (SIR) in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$10,000,000 per occurrence \$10,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$10,000,000 combined single limit each accident
Automobile Liability including coverage for County-Owned Electric Busses operated by Contractor	\$10,000,000 combined single limit each accident
Collison and Comprehensive coverage for County-Owned Electric Busses operated by Contractor	Actual Cash Value
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Employee Dishonesty (Client Coverage)	\$100,000 per occurrence
Garage Liability Policy with Symbol 29 (Non-Owned Autos)	\$1,000,000 per occurrence \$2,000,000 aggregate
Garagekeepers Legal Liability with Direct Primary Coverage Including On-Hook Coverage (Required if towing is involved)	\$1,000,000 per occurrence

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

The Garage Liability Policy shall be written on (ISO) form CA 99 37 13, or a substitute form providing liability coverage at least as broad. Coverage shall apply on a Direct primary basis and include Comprehensive and Collision coverage.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required By Written Contract***.
2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees and agents*** or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees and agents*** when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a "Severability of Interests" clause also known as a "Separation of Insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- R. Change of Ownership, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- S. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails itself of any available remedies.

- T. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- U. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County

Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- AA. Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the County’s project manager.

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Airport Parking Management and Shuttle Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A.”
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for five (5) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional two (2) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **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 (7) 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.

5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
6. **Airport Security:** Contractor, Contractor’s employees and Contractor’s subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

A. Airport-Issued Badge Acquisition, Retention, and Termination: Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA’s security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport’s template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.

10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.
11. Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:
- a. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organizations employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
 - b. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
 - c. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
 - d. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
 - e. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of the Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
 - f. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
 - g. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.
 - h. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process the ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
 - STA Fee: Approximately \$11.00
 - Fingerprint/CHRC Fee: Approximately \$31.00
 - ID Badge Fee: Approximately \$10.00
 - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
 - i. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. Airport Driving Endorsement: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must

also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstances shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radio, and in constant radio communication with the FAA Control Tower.

C. Airport ID 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.

1. 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 badged 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.
2. 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.
3. JWA security badge is nontransferable.
4. 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.
5. 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.
6. No worker shall be used in performance of this work that has not passed the background check.
7. **Accessibility:** Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act ("ADA"), 42 USC 12101 et seq; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

Contractor shall be solely and fully responsible for complying with the ADA in connection with its operations, furnishings, trade fixtures, equipment, and any improvements. Contractor shall also be solely and fully responsible for complying with the ADA in connection with its operations and services by removal of physical barriers, providing auxiliary aids and services when required, and modifying its policies, practices, and procedures to comply with the ADA. Contractor shall develop a work plan to correct or avoid any violations or non-compliance with the ADA, and to address the processing of disability complaints. Contractor shall deliver to the County, upon County's request, a copy of each report and work plan. County's approval of or acceptance of any aspect of Contractor's activities under this Agreement shall not be deemed or construed in any way as a representation that such item, activity of practice complies with the ADA. Contractor agrees to indemnify, defend, and hold the County harmless from and against any and all costs incurred by County with respect to Contractor's failure to comply with the ADA.

Contractor shall utilize accessible vehicles or provide equivalent facilitation in accordance with the Code of Federal Regulations, Title 49, Part 37. County may randomly select Contractor or its drivers for compliance reviews, and non-compliance may lead to corrective action up to and including termination of this Contract.

- 8. Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the County Project Manager for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.
- 9. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "Z" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- 10. Bond Requirements:** Contractor shall furnish a Faithful Performance Bond, in an amount equal to twenty-five (25%) of the Contract amount.

 - i. Faithful Performance Bond:** Contractor will provide to County a Faithful Performance Bond in an amount equal to twenty-five (25%) of the Contract amount. Bond must be submitted to County on County provided forms within seven (7) calendar days of award notification and prior to the official Contract award. Prior to the provisions of services under this Contract, Contractor agrees to purchase the required bond at Contractor's expense and to deposit with County the required bond necessary to satisfy County requirements and to keep such bond on deposit with County during the entire term of this Contract. Said bond shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to County Offices of County Counsel and Risk Management and in accordance with General Conditions.
 - ii.** If any surety upon any bond furnished in connection with this Contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by County from time to time to protect the interests of the County and of persons supplying labor or material in the prosecution of the work contemplated by this

Contract. No further payment shall be deemed due or shall be made under Contract until a new surety and/or bond is furnished to County.

County shall return bonds to Contractor after successful completion of all Contractor's obligations and services required under the Contract.

11. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Section L herein;
- b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

12. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

13. Conflict of Interest – Contractor's Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

14. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

15. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project

Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

- 16. Contractor Personnel – Reference Checks:** 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. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- 17. Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility 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 (7) 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 (7) days prior to any changes in this procedure.

- 18. Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- 19. Contractor's Responsibility:** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by Contractor under this Contract. Contractor shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract.
- 20. Contractor Safety:** Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP), Jobsite Safety Inspection Checklist, and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.
- 21. Cooperative Contract:** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

22. County's Right to Add or Withdraw Shuttle Routes and Adjust Contractor Hours: County reserves the right to add, change, or delete shuttle routes. Such right may be exercised by County at any time or from time to time during the term of this Contract by giving Contractor thirty (30) days' prior written notice, unless an emergency exists, in which case County shall provide verbal or written notice as soon as reasonably practicable. In the event County withdraws, closes, cancels, discontinues, relocates or terminates operation by Contractor of any of the shuttle routes, Contractor shall continue to operate those shuttle routes which remain open in accordance with the terms, conditions and covenants of this Contract. There shall be no adjustments to the hourly rate for any changes exercised under this section.

County Project Manager reserves the right to adjust the hours of operation to accommodate employee or passenger demand. Said adjustments may include, but not limited to increase or decreases in operating hours, changes in routes or portions thereof, additions to or deletions of lot areas served, increases or decreases in number of stops, shuttles, and changes in schedules. Contractor, upon written notice from County Project Manager, shall modify said schedules or procedures to the satisfaction of the County. Changes shall be billed at the vehicle hourly rate with no minimum number of hours required.

23. County Branding Requirement – Publicity, Literature, Advertisements and Social Media:

1. County owns all rights to the name, logos, and symbols of County. The use/and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
2. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:

- a. Administrator/assigned Deputy Purchasing Agent provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon to the Administrator/assigned Deputy Purchasing Agent;
- b. Unless directed otherwise by Administrator/assigned Deputy Purchasing Agent, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
- c. The information does not give the appearance that the County, its officers, or employees or agencies endorse:
 - i. any commercial product or service; and,
 - ii. any product or service provided by Contractor, unless approved in writing by Administrator/assigned Deputy Purchasing Agent; and,
- d. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the Administrator/assigned Deputy Purchasing Agent. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

24. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

25. Default – Reprourement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

26. Disputes – Contract: The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section L herein.

27. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

28. Duty to Inform: Contractor shall inform all employees assigned to work at the Airport and all bargaining units representing said employees, that Contractor is the sole employer. In addition, Contractor shall notify all employees and their bargaining units that County is not an employer of Contractor and has only contracted with Contractor to provide Airport Parking Management and Shuttle Services at the Airport. Employees of Contractor should not expect employment at the Airport beyond the term of this Contract.

29. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.

30. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

31. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action

between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

- 32. Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 33. Environmental Indemnification:** To the fullest extent authorized by law, Contractor shall indemnify, defend, and hold harmless the County, its officers, and employees, from and against any and all claims, judgments, damages, penalties, fines, costs, orders, and lawsuits, arising out of Contractor's operations at the Airport, including the cost of defense arising therefrom. Contractor's indemnity obligations stated hereinabove also apply to those actions arising from and which involve the Contractor's officers, agents, subcontractors, and employees. Contractor's indemnity obligations stated hereinabove shall not apply in the event of any loss, damage, or expense arising from the sole or active negligence and/or willful misconduct of County or of County's officers, employees, agents, servants, or independent contractors.

In the event the indemnitees described hereinabove are named as defendants of respondent in any lawsuit or administrative proceeding, Contractor shall, at the request of County, represent the indemnitee with qualified counsel that the County determines is acceptable.

In the event that a monetary judgment is awarded against County and Contractor because of the concurrent negligence of County and Contractor or their respective officers, subcontractors, or employees, an appointment of liability to pay such judgement shall be made by a court of competent jurisdiction. Both County and Contractor agree that neither party shall request a jury appointment. Nothing stated in this Contract and in this indemnity obligation shall be construed as authorizing any award of attorney's fees in any action to enforce the terms of this Contract. The rights and obligations set forth in this paragraph shall survive the termination of this Contract.

- 34. Equipment – Title to:** Unless otherwise specified in the Contract, order, or finance plan, title to the equipment shall remain with the Contractor and assigns, if any, until such time as the full purchase

prices, applicable taxes, and interest charges, if any, are paid to the Contractor. Title to each machine will be transferred to the County when its purchase price, taxes, and associated interest charges, if any, are paid. Title to a special feature installed on a machine and for which only a single installation charge.

- 35. Equipment – Maintenance:** If the Contractor is unable to perform maintenance or the County desires to perform its own maintenance on equipment purchased under this contract, then, upon written notice by the County, the Contractor will provide, at Contractor's then current rates and fees, adequate and reasonable assistance, including relevant documentation, to allow the County to maintain the equipment based on the Contractor's methodology. The Contractor agrees that the County may reproduce such documentation for its own use in maintaining the equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the County may have hired to maintain the equipment to use the above-noted documentation.

The County agrees to include the Contractor's copyright notice on any such documentation reproduced, in accordance with copyright instruction to be provided by the Contractor.

- 36. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- 37. Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

- 38. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

- 39. News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

- 40. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned

Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: ACE Parking III, LLC
 Attn: Keith Jones
 645 Ash Street
 San Diego, CA 92101
 Phone: (619) 233-6624
 Email: kjones@aceparking.com

County's Project Manager: JWA/Operations
 Attn: Robert Holden
 3160 Airway Ave.
 Costa Mesa, CA 92626
 Phone: (949) 252-5246
 Email: rholden@ocair.com

cc: JWA/Procurement
 Attn: Thang Bernard, County DPA
 3160 Airway Avenue
 Costa Mesa, CA 92626
 Phone: (949) 252-6074
 Email: tbernard@ocair.com

- 41. 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.
- 42. Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
- 43. Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
- 44. Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

45. Prevailing Wage:

- a. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works.
- b. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.
- c. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.
- d. Registration of Contractor: 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.
- e. Prevailing Wage and DIR Requirement: 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.
- f. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:
 - i. The information contained in the payroll record is true and correct.

- ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
 - iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
 - iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
 - v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
 - vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dire.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.
- g. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.
- h. Apprentices: The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft of trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

- 46. Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

- 47. Protection of Restoration of Existing Areas:** Contractor shall be responsible for protection of public and private property adjacent to the work. Contractor shall repair or replace all existing improvements that are damaged or removed as a result of their operation. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension. All repairs shall be completed within two (2) working days from the date of damage notification unless otherwise approved by County Project Manager.

- 48. Provision of Services:** County may call upon Contractor to immediately provide Services during or in anticipation or remediation of emergencies of any kind whatsoever as determined solely by County. To the maximum extent practicable and lawful under such circumstances, Contractor shall prioritize the deployment of labor, equipment, and/or supplies pursuant to this Contract above all other interests and obligations. Upon contact for assistance with an emergency, Contractor shall indicate within 10 minutes whether the requested labor, equipment, and supplies are available. County shall then direct Contractor to mobilize resources based on information provided by County's Representative. County's Representative shall function as incident command unless otherwise notified, and shall direct all on-scene operations by Contractor. Notwithstanding any other provision of this Contract, County's direction of Contractor's Provision of Services need not be in writing, but may be in-person or via telephone, radio, text message, email or other means.

- 49. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

- 50. Permit and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the shuttle services as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules or regulations.
- 51. Public Records:** Contractor understands that written information submitted to and/or obtained by County from Contractor related to this Contract and/or the Operating Area, either pursuant to this Contract or otherwise, may be open to inspection by the public pursuant to the California Records Act (*Government Code §§7920.000, et seq.*) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available in public.
- 52. Relationship of Parties:** The relationship of the Parties hereto is that of County and Contractor, and it is expressly understood and agreed that County does not in any way or for any purpose become a partner of Contractor in the conduct of Contractor's business or otherwise, or a joint venture with Contractor; and the provisions of this Contract and the contracts relating to fees payable hereunder are included solely for the purpose of providing a method by which fee payments are to be measured and ascertained. This Contract is intended for the sole benefit of the Parties hereto and their successors, and, unless otherwise provided herein, or by law, no rights are created, or are intended to be created, for the benefit of, or enforceable by, any third parties.
- 53. Safety Data Sheets (SDS):** Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the good or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.
- 54. State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
- 55. Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 days after the stop work order is delivered to the Contractor and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the parties shall have agreed, the County shall either:

Cancel the stop work order; or Terminate work covered by the stop work order as provided for in the "Default" or "Termination" clause of this Contract.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified in writing accordingly if:

The stop work order results in an increase in the time required or in the Contractor's cost properly allocable to the performance of any part of this Contract; and

The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, "Termination" the County shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the County shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related Contract of the Contractor that provides for adjustment and is affected by any stop work order under this clause. The County shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause.

If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.

56. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

57. Substitution: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

58. Taxes and Assessments: This Contract may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Operating Area or upon fixtures, equipment or other property installed or constructed thereon, shall be the full responsibility of Contractor, and Contractor shall cause said taxes and assessments to be paid promptly.

59. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon

termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

- 60. Unlawful Use:** Contractor agrees no improvements shall be erected, placed upon, operated, nor maintained with the Airport, nor any business conducted or carried on therein or there from, in violation of the terms of this Contract, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.
- 61. Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
- 62. Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
- 63. County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance with County of Orange Disabled Veterans Business Enterprise Preference requirements at the time this Contract is executed.
- 64. Operating Area:** County grants to Contractor the right to use that certain property referred to as “Operating Area” and described in Attachment H – Maps.

County shall have the right to close, reassign, relocate, expand and reduce any portion of the Operating Area during the term of this Contract by providing Contractor with 30 days’ prior written notice, unless an emergency exists, in which case County shall provide verbal or written notice as soon as practicable. County shall make available alternative space that is reasonably comparable for Contractor’s operation.

Contractor shall not make any modifications, including but not limited to, the expansion or reduction of the Operating Area without prior written approval from County Project Manager. Contractor shall not install equipment of any kind outside the Operating Area unless authorized in writing by County Project Manager prior to installation.

County may alter, repair, maintain, remodel, expand, remove or improve any of the facilities at the Airport or any of its appurtenances, including but not limited to, Contractor’s Operating Area.

County may instruct the Contractor to alter, repair, maintain, remodel, expand, remove or improve any of the facilities at the Airport or any of its appurtenances, including but not limited to, Contractor’s Operating Area.

Contractor acknowledges and agrees:

- a. That County is granting to Contractor the right to use the Operating Area only.

- b. That County retains a fee ownership for federal income tax purposes in and to the Operating Area, as well as all other ownership burdens and benefits connected with such fee ownership.
- c. That Contractor has not been granted any direct or indirect right or option to purchase the Operating Area from County at any time during or after the termination of this Contract.

65. Permits, Licenses, and Leases: Contractor shall be required to obtain any and all approvals, permits, licenses, and leases which may be required in connection with the operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

66. Leased Equipment – Securing: The Contractor agrees to brace and secure all leased equipment in a manner which meets seismic regulations. Bracing and securing must be done in a manner that would prevent earthquake damage to the equipment or to the environment to the extent possible. The bracing and securing should, to the extent possible, prevent the equipment from becoming a missile or a non-structural hazard in the event of an earthquake.

67. County of Orange Information Technology Security Provisions:

All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

- a. County of Orange Information Technology Security Standards: County of Orange security standards follows the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Standards ("Security Standards"), as existing or modified, that pertain to Contractor in connection with the Services performed by Contractor as set forth in the scope of work of this Contract. Any violations of such Security Standards shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Standards include, but are not limited to, Attachment K - County of Orange Information Technology Security Standards.

Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.

- b. The Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). The Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Contractor shall provide to County a copy of the organization's information security program and/or policies.
- c. Information Access: Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data.

County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel, subcontractor, or affiliate to whom issued.

Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.

Throughout the Contract term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Contractor personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.

All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor or Contractor's personnel and subcontractors, at any time.

Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

- d. Data Security Requirements: Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards (NIST 800-53).

Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data.

Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the

County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract.

All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

- e. Enhanced Security Measures: County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth, in reasonable detail, the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
- f. General Security Standards: Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor ("Contractor Systems") to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.

At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices (NIST 800-53). Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County data and the Services.

- g. Security Failures: Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract

and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.

- h. Security Breach Notification: In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense, (1) immediately (or within 24 hours of potential or suspected breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the actual, potential, or suspected breach; (3) provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).

County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.

Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

Notification shall be sent to:

Andrew Alipanah
Chief Information Security Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 567-7611
Andrew.Alipanah@ocit.ocgov.com

Linda Le, CHPC, CHC, CHP
County Privacy Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 834-4082
Linda.Le@ocit.ocgov.com

- i. Security Audits: Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and

external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

Contractor shall inform County of any internal/external security audit or assessment performed on Contractor's operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within sixty (60) calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor's receipt of request for such report(s).

Contractor shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Contractor to County under this Contract. Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program.

In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section.

j. **Business Continuity and Disaster Recovery (BCDR):**

For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

The Contractor shall maintain an comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.

All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

68. Computer Hardware and Software Standards: No substitution of hardware or software will be accepted. The specifications provided herein are approved County of Orange standards.

69. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

70. Default – Equipment, Software or Service: In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

71. Software – Acceptance: The County shall be deemed to have accepted each software product unless the County, within 30 days from the installation date, gives Contractor written notice to the effect that the software product fails to conform to the functional and performance specifications, which, if not attached, are incorporated by reference. The Contractor will, upon receipt of such notice, investigate the reported deficiencies. The right of the parties shall be governed by the following:

1. If it is found that the software product fails to conform to the specifications and the Contractor is unable to remedy the deficiency with 60 days, the County shall return all material furnished hereunder and this Contract shall be terminated.
2. If it is found that the software product fails to conform to the specifications and the Contractor, within 60 days of receipt of the above said notice, corrects the deficiencies in the software product, the County will provide the Contractor with written acknowledgement of its acceptance of said software product.
3. If it is found that the software product does, in fact, conform to the specifications, the County shall reimburse the Contractor for the time and material cost of the investigation at the rates specified in this Contract.

The County's acceptance of the software product is contingent upon the software product conforming to function and performance specifications and the Contractor delivering adequate users manuals within 30 days from the installation date.

72. Software – Acceptance Testing: Acceptance testing may be required as specified for all Contractor-supplied software as specified and listed in the Contract or order, including all software initially installed. Included in this clause are improved versions, including new releases, of this software, any such software which has been modified by the Contractor to satisfy the County requirements, and any substitute software provided by the Contractor in lieu thereof, unless the Contract or order provides otherwise. The purpose of the acceptance test is to ensure that the software operates in substantial accord with the Contractor’s technical specifications and meets the County’s performance specifications.

73. Software – Future Releases: If improvement, upgraded, or enhancement versions of any software product under this Contract are developed by the Contractor and are made available to other licensees, they will be made available to the County at the County’s option, provided such versions are operable on the same computer hardware configuration. The charge for such upgrading to the later version of the software will be the difference between the price established by the Contractor for the later version and the price specified herein or the then prevailing prices of the currently installed version.

74. Software – Installation: The installation date for the software products shall be established in accordance with the provisions below:

If the County elects to install the software products, the County will have 30 days from the date of receipt of the software products to initially install and evaluate the software. The date of expiration of this period shall hereafter be known as the “installation date.” The Contractor shall be responsible for providing criteria and test data necessary to check out the software products.

If installation by the Contractor is required by the County, the Contractor will have up to 30 days from the effective date of this Contract to provide initial installation and evaluation of the software products on the County’s designated CPU. The Contractor will issue written notice of the fact that the software products are operational, and the date of said notice shall be known as the “installation date.” It will be at the Contractor’s discretion to determine the criteria and tests necessary to allow the Contractor to issue a notice to the effect that the system is operational.

The County agrees to provide such access to its computer system as may be required by the Contractor to properly install and test the software products. The County further agrees to provide, at no cost to the Contractor, systems and production support as may be required by the Contractor during installation.

If installation by the Contractor is required by the County, the Contractor will provide such installation on the County’s equipment at the rates specified in this Contract.

75. Software – Inventions, Discoveries, Improvements: All inventions or discoveries of or improvements to computer programs developed pursuant to this Contract shall be the property of the County. The County agrees to grant a nonexclusive royalty-free license for any such invention, discovery or improvement to the Contractor or to any other such person and further agrees that the contractor or any other such person may sublicense additional persons on the same royalty-free basis.

This Contract shall not preclude the Contractor from developing materials outside this Contract which are competitive, irrespective of their similarity to materials which might be delivered to the County pursuant to this Contract.

76. Software – Maintenance: The correction of any residual errors in any software products which may be discovered by the Contractor or by the County will be considered maintenance. Such maintenance

will be performed by the Contractor without additional charge for the duration of this Contract. Suspected errors discovered by the County in the software products will be handled by the following procedure:

- A. A listing of the output and a copy of the evidential input data in machine-readable format will be submitted to the Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.
- B. Errors in the software product as verified by the Contractor will be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.
- C. The Contractor will be available to assist the County in isolating and correcting error conditions caused by the County's particular hardware or operating system at rates specified in this Contract. If the Contractor is called upon by the state to correct an error caused by the County's negligence, modification by the County, County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, the Contractor reserves the right to charge the County for such service on a time and material basis at rates in accordance with the Contract.

77. Software – Protection: The County agrees that all material appropriately marked or identified as proprietary, whether oral or written, and furnished hereunder are provided for County's exclusive use for the purposes of this agreement only and will be held in confidence. All proprietary data shall remain the property of the Contractor. County agrees to take all reasonable steps to ensure that such data are not disclosed to others without prior written consent of the Contractor. The County will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed programs and/or optional materials to satisfy its obligations under this agreement with respect to use, copying, modification and protection and security of licensed programs and optional materials.

78. Software – Right to Copy or Modify: Any software product provided by the contractor in machine-readable format may be copied, in whole or in part, in printed or machine-readable format for use by the County with the designated CPU to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the software product as provided below, provided, however that no more than the County- and contractor-agreed to number of copies will be in existence under this contract at any one time without the prior written consent from the contractor. Such consent shall not be unreasonably withheld by the contractor. The original and any copies of the software product, in whole or in part, which are made hereunder shall be the property of the contractor.

The County agrees to keep any such copies and the original at a contractor and County mutually designated County location, except that the County may transport or transmit a copy of the original of any software product to another County location for backup use when required by CPU malfunction, provided the copy or the original is destroyed or returned to the designated location when the malfunction is corrected.

The County may modify any non-personal computer software product in machine-readable format for its own use and merge it into other program material. Any portion of the software product included in

any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of this contract.

- 79. Software – Subject to Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.

County agrees that if the provisions of the paragraph above are invoked, all equipment and software furnished by the Contractor under the terms of this Contract which are not the property of the County shall be returned to the Contractor in substantially the same condition in which it was delivered to the County, subject to normal wear and tear. County further agrees to pay for packing, crating, transportation to the Contractor's nearest facility, and reimbursement to the Contractor for expenses incurred for their assistance in such packing and crating.

- 80. Software Documentation:** The Contractor agrees to provide to the County the County-designated number of all manuals and other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the equipment or software provided hereunder. The County will designate the number of copies for production use and the number of copies for disaster recovery purposes and will provide this information to the Contractor.

If additional copies of such documentation are required, the Contractor will provide such manuals at the request of the County. The requesting agency/department shall be billed for the manuals and any associated costs thereto by invoice. The Contractor agrees to provide such additional manuals at prices not in excess of charges made by the Contractor to its best customers for similar publications.

The Contractor further agrees that the County may reproduce such manuals for its own use in maintaining the equipment or software provided hereunder. The County agrees to include the Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.

- 81. Software License:** The Contractor hereby grants to the County of Orange and the County accepts from the Contractor, subject to the terms and conditions of this agreement, a non-exclusive, non-transferable license to use the software products list in this agreement, hereinafter referred to as "software products." The license granted above authorizes the County to use the software products in machine-readable form on a single computer system, designed in writing by the County to the Contractor, provided that if the designated CPU is inoperative due to malfunction, license herein granted shall be temporarily extended to authorize the County to use the software products in machine-readable form on any other County CPU until the designated CPU is returned to operation. By prior written notice to the Contractor the County may redesignate the CPU in which the software products are to be used and must do so if the redesignation is permanent.

When encryption/CPU ID authorization codes are required to operate the software products, the Contractor will provide all codes to the County with shipment of the software. In the case of an inoperative CPU, as defined above, Contractor will provide a temporary encryption/CPU ID authorization code to the County for use on a temporarily authorized CPU until the designated CPU is returned to operation. When changes in designated CPUs occur, the Contractor will issue to the County within 24 hours of notification a temporary encryption/ID authorization code for use on the newly designated CPU until such time a permanent code is assigned.

82. Software License – Fees and Charges: Upon completion of installation and acceptance of software products by the County, the County will pay the license fee or recurring charge for the software products as set forth in this Contract. Charges will commence on the installation date as specified in this Contract. The Contractor shall render invoices for recurring charges or a single charge for the month for which the charges were incurred. Fees for a partial month's use will be prorated based on a thirty-day month. Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. 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.

83. Payment Card Industry Data Security Data Standard: Contractor covenants and warrants that it is currently PCI DSS compliant and will remain compliant during the entire duration of this Contract. Contractor agrees to immediately notify County in the event Contractor should ever become non-compliant and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption.

Contractor shall provide on an annual basis to County, written certification of Contractor's PCI/DSS and/or PA DSS compliance. The certification of Contractor's compliance shall be provided by an independent PCI QSA selected by County.

84. Usage Reports – Monthly: The Contractor shall submit usage reports on a monthly basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department.

85. Integration and Data Sharing: At the sole discretion and direction of the Airport Director, or designee Contractor shall facilitate the sharing of data in the following manner;

- a. **Integration Requirement:** The Contractor agrees to integrate with systems managed by the Airport or its third-party suppliers, to enable data sharing and seamless participation in Airport programs. This includes either providing complete Application Programming Interface (API) documentation and access for the Airport or its third-party suppliers to work with or aligning with designated APIs and ensuring compatibility with the Airport's technical requirements.
- b. **Ongoing Updates and Maintenance:** Contractor shall keep their systems updated and compatible with any changes or updates in the Airport's technology platforms and programs. Contractor shall ensure continuous and uninterrupted participation in the Airport's operation by following the procedures outlined in section 67(j).
- c. **Error Handling and Reporting:** Contractor shall implement effective mechanisms for error handling, reporting, and communication with the Airport and its third-party suppliers to address any issues promptly and efficiently.
- d. **Operational Compliance:** Contractor shall comply with operational guidelines and requirements as set by the Airport Director, their designee or their designated third parties.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

ACE PARKING III LLC*

DocuSigned by: <i>John Baumgardner</i> 3BA746A0F1A24A5...	ohn Baumgardner	1/26/2024
Signature	Name	Title
		Date

DocuSigned by: <i>Keith Jones</i> 91AAB6BEAF0F47D...	eith Jones	wner	1/26/2024
Signature	Name	Title	Date

**COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:**

	Deputy Purchasing Agent		
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Cou¹ DocuSigned by:
 By: Christine Nguyen
 26F9D76C829A49E...
 Deputy

Name: Christine Nguyen

Date: 1/31/2024

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A SCOPE OF WORK

I. SCOPE OF SERVICE

Contractor shall provide the highest standards of efficiency and customer service. The Contractor shall:

- Provide high-quality customer service
- Maximize cost efficiencies
- Minimize operating expenses for the Airport
- Provide recommendations to help the Airport increase revenues
- Respond flexibly to changing operational circumstances

Contractor shall provide Airport Parking Management and Shuttle Services in a competent and efficient manner and in accordance with the terms of this Contract. Contractor shall provide staff, materials, and equipment to manage and operate the following Scope of Services, included Attachments, Exhibits, and the Contractor's Proposal, attached hereto and incorporated herein by this reference.

Contractor shall perform task and services by written instructions from the JWA project manager or designee. Contractor shall provide and maintain an on-site management team and support staff as needed. Contractor shall operate and manage the following Scope of Services, included Attachments, and the Contractor's Proposal, attached hereto and incorporated herein by this reference. Contractor shall perform task and services by written instructions from the JWA project manager or designee.

Contract shall provide revenue management to develop strategies and tactics that optimize Airport Parking Management and Shuttle Services utilizing product availability and pricing to generate the maximum amount of revenue possible from time-limited parking space inventory.

Contractor shall provide a high standard of service to the traveling public that meets or exceeds County standards.

PARKING AND VALET MANAGEMENT

Contractor shall provide qualified staff to manage JWA self-parking and valet services. Contractor staff shall maintain services and schedules. Reference, Attachment A Scope of Work Parking and Valet Management in Attachment E Schedules.

Contractor shall collect, accounted for, and deposited gross receipt from services resulting in revenue. County shall reimburse Contractor for expenses from provided services following gross receipt deposits. Contractor is to provide financial plan and supporting documents to capture and summarize revenue and expenses.

SHUTTLE SERVICES

Contractor shall provide shuttles and qualified staff to manage visitor, passenger, and employee transportation located at JWA. Contractor staff shall maintain Courtesy Shuttle Services/ Employee Shuttle Services and schedules as defined by Attachment A - Scope of Work and Attachment E - Schedules.

Services include:

- Contractor shall provide ten (10) Contractor Shuttles, one (1) Office Facility, and one (1) Maintenance Facility (offsite) to perform maintenance and repair on County-Owned Electric Buses and Contractor shuttles. See Attachment F - Proterra Warranty for maintenance and repair
- Contractor shall operate a combination of Contractor Shuttles and County-Owned Electric Buses for Courtesy Shuttle Services/ Employee Shuttle Services.

- Contractor shall operate, maintain, and repair Contractor Shuttles, County-Owned Electric Buses, the Office Facility, and the Maintenance Facility.
- Contractor shall perform County Car Wash Management

II. GENERAL REQUIREMENTS

A. Parking Facilities Operational Requirements: Contractor shall operate the Parking Facilities provide all management services in a competent and efficient manner and in accordance with the terms of this Contract. Contractor shall at all times maintain qualified and experienced personnel to provide a high standard of service to the traveling public utilizing its services. Reference Attachment E – Schedules, subsection 1. MAINTENANCE SCHEDULE REQUIREMENTS

B. General Manager (GM):

1. Contractor shall select, hire, and pay the salary of a full-time Parking Manager whose time shall be devoted to the operation of the Parking Facilities, Valet Parking Manager and Shuttle Services.

The Parking Manager shall take direction from County Project Manager. Such person must be an outstanding, highly qualified, and experienced manager of Parking Facilities, and valet parking, vested with Contractor's full power and authority over the method, manner and conduct of parking operations on the Airport. The responsibilities of the Project Manager will be to direct Contractor's efforts in fulfilling the obligations under this Contract for the day-to-day operation and level of general order in addition to the appearance, conduct and demeanor of Contractor's employees. The Manager shall be assigned to the Parking Facilities Management office located in the Ground Transportation Center (GTC) and, shall be located on-site during regular business hours (8am to 5pm, Monday through Friday) except when job duties require them to be off-site. Further, the Manager shall be available 24 hours a day, every day of the year, via a wireless phone and must respond to any JWA call within one hour, and shall be available upon 15 minutes notice during regular business hours (8am to 5pm, Monday through Friday, (excluding County/Contractor's observed holidays); and shall carry a cell phone while on duty to facilitate contact. At all times during Parking Manager's absence, a designated substitute shall be in charge and available at such duty station. The Parking Manager shall not work in any other position or location for Contractor, compensable or non-compensable. The Manager or the substitute shall be available to arrive at the Airport within one hour of being contacted by Airport to address any parking-related issues that may arise during Airport operating hours. Failure to complete this requirement or failure to respond within the allotted time more than three times per Contract year may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 11).

The General Manager, or a designated alternate in the absence of the General Manager, will have supervisory authority on behalf of Contractor, capable of enforcing Contractor's rules and regulations and any directives of the County. The General Manager will be responsible for staffing the parking management operation, facilitating performance of this Contract, and coordinating with County staff.

- a. The General Manager or his/her designee must be on call 24 hours per day, seven days per week to address any emergencies or issues that cannot be handled by on-site management. A designee must be named in advance for any periods the GM is on vacation or otherwise unable to be on call.
- b. The General Manager will work cooperatively with the County to assure quality service, provide operational data, respond to comments from customers and the general public, and respond to specific requests for other assistance as needs arise. Contractor shall not assign

the General Manager any duties other than those directly related to the fulfillment of the requirements of this Contract without prior written consent of the County.

- c. The General Manager provided by Contractor shall be subject to the approval of the County, and the County, at its sole discretion, may require Contractor to remove and replace the General Manager at any time should the performance of the General Manager be deemed unacceptable by the County. Contractor shall not change the General Manager without prior written consent of the County.
2. Requirements:
- a. Contractor must identify an onsite General Manager that will be the onsite General Manager for JWA. The onsite General Manager will serve as the primary contact under the contract. General Manager cannot be changed within 1 year from the contract awarded date without the County's consent.
 - b. Contractor's assigned onsite General Manager must have a minimum three (3) continuous years of experience within the last five (5) years as a General Manager or equivalent position. This experience must include responsibility for preparation and administration of annual budget for the duration of three (3) years in an airport parking environment of at least 5,000 spaces.
 - c. Contractor's assigned onsite General Manager must have a minimum of three (3) continuous years of experience within the last five (5) years managing a staff of at least thirty (30) full time employees.
 - d. Contractor's assigned onsite General Manager must have a minimum of three (3) continuous years of experience within the last five (5) years' operating a PARCS. The experience must include reporting, light maintenance, cashier terminal operations, and back-office support as described in Attachment A - Scope of Work.
 - e. Contractor's assigned onsite General Manager must have some experience preferably a minimum of three (3) years of experience operating or overseeing operation of an Online Booking System; the online booking system must have, at a minimum, been capable of accepting parking reservations through a website in advance.
- C. Lost & Found:** All articles found by Contractor, or which are found by visitors and given to Contractor, shall be turned over to the Airport Police Services as lost and found items. Contractor shall have no right to reclaim said articles.
- D. Obligations of County:** County assumes the following duties:
1. Furnish, at County's expense, water and electricity for the Parking Facilities and Valet Parking.
 2. Maintain paving and parking lot surfaces, including the painting and striping of the lots and structures (excluding parking space designation markings); overhead lighting fixtures, including lamps; parking lot fencing, including perimeter fencing and all landscaping; and parking lot identification signs, illuminated or otherwise, excluding parking rate signs, parking status signs, and TNC vehicle guidance signage which shall be provided by Contractor as required in Section VIII, PARKING AND VALET - PARKING RATES AND SIGNAGE.
 3. Provide and maintain the necessary entrance and exit gate equipment, including ticket dispensers, gates (excluding gate arms), fee computers and indicators in all parking lots and

structures. Contractor shall cooperate with County in every way to ensure continuous operation of all entrance and exit equipment.

4. Provide and maintain mounted fire extinguishers.
5. Inspect, maintain, and repair elevator equipment in the Parking Facilities.
6. Provide employee card keys, badges, or passes and determine standard for issuance of monthly employee parking access cards to be sold by Contractor.
7. Provide dumpsters for municipal waste and recycling. The Airport is currently providing three 3-yard bins that are located at the Main Street Parking Lot. The Airport should be alerted to the presence of hazardous or regulated waste found/collected on airport property. This waste will be managed by the Airport. Hazardous or regulated waste generated by the proposer must be disposed properly by the proposer.
8. Provide emergency phone system, panic buttons in cashier booths, and Closed Circuit Television (CCTV) in support of parking operations. Operator may provide additional CCTV equipment at their expense with approval from the County Project Manager.
9. Five (5) County-Owned Electric Buses will be explicitly provided for this Contract. These County-Owned Electric Buses are Zero-Emission Vehicles (ZEV).

E. Employee Eligibility on Other Contracts: Employees providing services under this Contract, whether billable or not to County, shall not be eligible to work under any other concurrent Airport Contracts without prior approval from County Project Manager or designee. Any time billed to County in violation of requirements of this subsection may be classified as unsubstantiated or unauthorized and is subject to full deduction from fee paid to Contractor.

III. PARKING MANAGEMENT

- A. Operation Plan and Rates:** Contractor shall operate per the Airport's approved staffing schedules. Rates shall be as set forth in Section VIII, Parking Rates and Signage. Daily rates for parking shall be displayed to the satisfaction of County Project Manager. During the Agreement term, Contractor shall not make changes to the operation plan or any service or product without first obtaining the prior written approval of County Project Manager. All rates are set by the Orange County Board of Supervisors.
- B. Uniforms:** Contractor shall require all of Contractor's employees working in view of the public to wear uniforms of a design approved by County Project Manager. Management employees are exempt from the uniform requirement. Uniforms shall be clearly distinguishable from those worn by employees working in other parking and ground transportation operations. Uniforms must be clean, pressed, and professional in appearance, and worn at all times while working on the Airport. In addition to the approved uniform, employees shall wear a nametag, on their shirt, with Contractor's logo readily identifying them as an employee of Contractor.
- C. Non-Interference:** Contractor shall cooperate with and not interfere with County's and other Contractor's use of and operations at the Airport. Contractor shall not place any ropes, barricades, signage and/or stanchions on the public or common use area without prior written approval of County Project Manager. Contractor shall not do anything or fail to do anything which would invalidate or conflict with any fire or other casualty insurance policies required of Contractor or County under this Contract.
- D. Prohibited Uses:** The above-listed services and uses, both required and optional, shall be the only services and uses permitted. Contractor agrees not to use the Airport for any other purpose, engage in, or permit any other business activity within or from the Airport by itself, its employees, agents or Contractors. Contractor agrees not to conduct or permit to be conducted, by itself, its employees,

agents or Contractors, any public or private nuisance (as defined in Section 3479 of the CIVIL CODE of the State of California) in, on or from the Airport, or to commit or permit to be committed any waste in, on or from the Airport.

Contractor, its employees, agents, Contractors or suppliers shall not engage in the selling or distribution of supplies, advertisements, or products of any kind or character, for or not for charge (free), on or about the Operating Area; nor install, maintain, operate or permit the installation, maintenance or operation in any public accessible location in the Operating Area, of any vending machine or device designed to dispense or sell products or merchandise of any kind whatsoever, except that one vending machine for employee use is permitted in the parking office.

E. Authorized Staffing Schedule: Contractor shall provide staffing schedules for approval by County Project Manager. If Contractor or County determine an increase or decrease in employee hours is required in order to properly accommodate the public, Contractor shall add or remove such personnel and adjust the reimbursable operating expense to reflect these changes as approved in writing by County Project Manager. Failure to meet approved schedule, County may assess penalties in accordance with Attachment D – Schedule of Deductions (item 20).

1. Manager On Duty (MOD): Contractor shall provide one (1) MOD 24 hours a day for every day of this Contract. The MOD shall perform the following duties: Supervise the conduct, demeanor and appearance of exit gate cashiers and exit plaza supervisors, supervise the physical inventory and license plate inventory; inspect Parking Facilities on a daily basis to determine if any inherently dangerous conditions exist; train new exit gate cashiers and exit plaza supervisors; conduct surprise audits/inspections; assist parking manager in the investigation of the exit gate cashiers' protection of County funds; ensure that exit gate cashiers do not tamper with any County revenue control equipment; inspect all ticket dispensing machines and ticket validators/readers at least once per shift to ensure that all are in good working condition and are stocked with tickets; ensure that cashier booths are stocked with appropriate forms, e.g. Promise to Pay forms, equipment failures, credit card issues, complaints; other duties as required by Contractor and approved by County Project Manager.
2. Exit Plaza Supervisor: Contractor shall provide exit plaza supervisors in accordance with the Staffing Schedule. Each exit plaza supervisor shall assist, but not replace, the MOD as needed in the supervision of personnel, in the operation of parking equipment, related operational tasks, and other duties as required by Contractor and approved by County Project Manager.
3. Exit Gate Cashier: Contractor shall provide exit gate cashiers in accordance with the Authorized Staffing Schedule. This position will perform cashiering functions and will include but not be limited to, knowledge of Airport locations and rates, and processing monetary transactions at exit plazas. Nightly license plate inventory (LPI) shall also be conducted by cashiers.
4. Office Personnel (Clerk): Contractor shall provide office personnel in accordance with the Authorized Staffing Schedule to support office and accounting functions. Office personnel shall perform back office tasks, including but not limited to, training employees, planning work schedules, communicating instructions, assigning employees to specific tasks, monitoring employee performance, ensuring revenues collected are accurately recorded and properly secured, preparing parking revenue reports, coordinating bank deposits, calculating parking revenues, counting gross receipts, sorting parking tickets and receipts, reconciling receipts, investigating revenue discrepancies, recording revenue amounts, reviewing exception parking transactions, securing gross receipts, reviewing revenue reports, responding to customer complaints, counseling employees, transporting parking revenues between exit plazas and the Parking Facility management office, answering telephones, manning the PARCS system control center, assisting customers at public counter or through intercom system, collecting

- payments for employee parking access cards, processing employee timesheets, typing correspondence, making photocopies, maintaining office files, ordering supplies, monitoring levels of tickets and supplies, processing invoices, distributing mail, transporting field personnel, and delivering materials and supplies.
5. **Day Porter:** Porters will be responsible to maintain cleanliness of the garages which includes emptying trash and recycle bins; hands sweeping parking stalls and stairwells; wiping down stairwell railings, gate arms, parking equipment; cleaning and stocking restrooms; collecting luggage carts left in the garages and returning them to the luggage cart return dispenser; and other duties as assigned by the Contractor. Attachment E - Schedules for the housekeeping schedule.
 6. **TNC Area Traffic Control Staff (“ATCS”):** Contractor shall provide three (3) ATCS, one (1) staff in each TNC pick-up area in parking garages A2, B2, and C to manage and operate traffic flow in the TNC Area from 7:00 a.m. to 11:30 p.m. for each day of this Contract.
- F. Conduct of Employees:** Contractor shall conduct its operations in an orderly and proper manner so as not to annoy, disturb, or be offensive to customers, patrons, or tenants of the Airport. OPERATION shall control the conduct, demeanor and appearance of its officers, agents, employees and representatives. All personnel shall be trained by Contractor to render a high degree of courteous and efficient service. Contractor shall require its employees to be properly dressed, clean, courteous and neat in appearance at all times. Contractor’s employees shall refrain from use of offensive language and/or act in an otherwise offensive manner. Contractor shall closely supervise and control the conduct, demeanor and appearance of its personnel and sub-Contractors to assure the high standard of service to the public parking patrons and employees. Upon objection from County Project Manager concerning the conduct, demeanor or appearance of offending employees, Contractor shall promptly take all steps necessary to remove the cause of the objection or upon request of County Project Manager, remove the employee from service at the Airport.
- G. Proficiency in English:** Contractor shall hire personnel that have the ability to read signs, labels, work schedules and simple instructions in English; understand and follow oral directions in English; write simple messages in English and speak English sufficiently to communicate clearly with the public.
- H. Driver Privileges:** Personnel employed as drivers must possess a valid California driver’s license, be at least 18 years of age and otherwise qualified to operate a motor vehicle.
- I. Contractor is Sole Employer; Duty to Inform.:** Contractor shall notify all of its current and future employees, and all bargaining units representing said employees that (1) Contractor is the only employing agency and employer, (2) County is not the employer and has only contracted with Contractor to operate the Parking Facilities, Valet Parking, including car wash and detail, and Shuttle Services in accordance with the terms of the Contract, and (3) employment at the Airport with regard to operation of the Parking Facilities, Valet Parking, and Shuttle Services cannot be expected beyond the term of this Contract.
- Contractor agrees to inform each employee in writing as to the above details and to obtain a signed acknowledgment by employee of such notification.
- J. Operation Manual:** Contractor shall maintain a current operation manual specifying the operating procedures used by the Contractor for the operating and maintenance procedures to be followed by Contractor for Public Facilities parking, including employee parking, and Valet Parking, including car wash and detail, and Courtesy Shuttle Services and Employee Shuttle Services (“Operation Manual”). Contractor shall provide an Operation Manual to County Project Manager for approval within 30 days after award of Contract. Upon County Project Manager’s approval, two copies of the Operation Manual will be provided to County Project Manager. Any subsequent changes or

revisions to the Operation Manual shall be approved in writing by County Project Manager prior to implementation. Said Operation Manual and the operating procedures contained therein are hereby incorporated into and included as part of this Contract. Contractor agrees to operate in compliance with the provisions of the Operation Manual. The manual should be as specific and detailed as possible in describing Contractor's operations and staffs' roles and responsibilities. Failure to complete this requirement may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 31).

Contractor shall include procedures for receipt, reconciliation, deposit of receipts, a daily sales audit function, documentation for exception-based transactions, and immediate notification to the Airport of any vehicle parked over 30 days.

The following elements shall also be included in the Operation Manual:

1. Introduction and Purpose
2. Contact Information
3. Company Management
4. General Manager
5. Shift Supervisors
6. Customer Relations
7. Emergency Management
8. PARCS Emergency Mode
9. Resolving complaints
10. Handling of Shuttle Services incidents/claims
11. Operation Procedures
12. Employee Parking such as order, receipts, distribution, return, and inventory of employee parking access cards; preparation, recording, and distribution of employee parking invoices; collection process for past due employee parking receivables; and processing payments for employee parking.
13. Facilities
14. Shuttle Services
15. Personnel
16. Dress and conduct codes
17. Policy for absences and providing replacement personnel
18. Timecard procedures
19. Invoice and Audit Procedures
20. Sample reporting forms such as billing reports, daily passenger counts, driver's logs, employee parking card inventory, billing, and receivables, etc.

K. Forms of Payment: Contractor shall accept all forms of payment approved by County, to include cash, credit cards, electronic payments (ex: Apple Pay) or checks, and shall neither encourage nor discourage use of one over another. Contractor shall make every reasonable effort to collect all parking fees due to the County. Contractor shall deposit all monies, received or not, to the County.

- L. Employee Honesty:** Contractor shall take every precaution to protect County's revenues, and to ensure that all sums due and owing to County from patrons of the Parking Facilities and Valet Parking are properly assessed, collected and accounted timely or promptly for and deposited daily into a depository selected and approved by Auditor-Controller. Contractor shall not knowingly employ or keep in its employ any employee in connection with the work hereunder who has been convicted in a court of competent jurisdiction of theft or misappropriation of funds.
- M. Office Supplies and Equipment:** Contractor shall furnish, all necessary office supplies and equipment including automatic coin counting equipment, dollar bill counter, parking ticket stock, telephones, and uniforms for operating personnel. Said parking ticket stock shall be compatible with County-provided parking equipment and information printed on the stock shall be approved by the County Project Manager. Tickets shall be numbered consecutively with the numbers guaranteed by the printer and shall be marked to identify the lot for which the ticket was dispensed. Office supplies should be included in the Management Fee and equipment is eligible for reimbursable as an Operating Expense.
- N. Employee Parking:** Contractor shall operate a monthly fee-based parking access key card service for employees working at the airport, including contractor's employees, in the Main Street Lot or as designated by the County Project Manager. Contractor shall issue parking access key cards at no charge to County employees, the contractor's onsite manager in charge, and other parties as approved by the County Project Manager. Contractor is solely responsible for the following:
1. Keeping an inventory record of all parking access key cards by identification number, employee name, status (assigned or unassigned), date of status, and account name holding the card.
 2. Requiring employee parking applicants to complete a parking application to access the employee parking lot. Applicants must be either an individual working or a tenant/government agency conducting business at the airport. The parking application must obtain the applicant's name, company, or government agency, billing contact name or title, mailing address, and telephone number for the party responsible for paying the monthly parking fees.
 3. Collecting all current and overdue monthly parking fees and depositing all collections on behalf of the airport.
 4. Sending notices for the unpaid amount to the party responsible for paying the parking fees after 30, 60, and 90 days.
 5. Prorating parking fees based on the first day of parking and collecting the parking fees in advance from the tenant/government agency or individual requesting a parking access key card.
 6. Refraining from refunding or returning monthly employee parking fees.
 7. Providing the mailing address to the tenant/government agency or individual requesting a parking access key card(s) to send payments.
 8. Billing monthly parking charges to tenants and government agencies opting to pay parking charges on behalf of their employees. Each monthly account bill for parking charges must report:
 - a. Beginning outstanding balance.
 - b. Payments received on the account during the billing period.
 - c. Charges assessed to the account during the billing period.
 - d. Adjustments made to the account during the billing period.
 - e. Ending outstanding balance.
 - f. List each active parking access key card(s) to support the charges assessed to the account during the billing period.
 9. Providing a separate accounts receivable aging report to the County Project Manager and part of the monthly billing statement for contract services. The accounts receivable aging report shall show each parking access key card account name (individual, tenant, or government

- agency), outstanding balance at the end of the subsequent month, and the unpaid amount as current (30 days or less), 31-60 days, 61-90 days, and 91 days or greater. Any unpaid amount for employee parking fees exceeding 91 days the contractor will notify the Airport.
10. Restricting vehicles entering the employee parking lot with a parking access key card to accounts in good standing. An account in good standing has regular parking fee payments and does not carry an unpaid amount greater than 60 days.
 11. Notifying parking access cardholders at least 60 days but no less than 30 days before increasing the monthly employee parking rate.
- O. Daily Inventory:** Contractor shall take a daily physical layover inventory and a daily license plate inventory (LPI) of all parking lots with a County-provided computerized license plate inventory system. Contractor shall report vehicles that have stayed 30 days or longer. In the event Contractor fails to report an extended stay vehicle on or by the 30th day, Contractor shall assume financial responsibility for lost gross receipts resulting from towed vehicles as provided in Section BB Abandoned Vehicle Program. Failure to complete this requirement may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 11 and item 17).
- P. Dead Battery Service:** Contractor shall provide portable equipment necessary to jump start patrons' vehicles in the Parking Facilities twenty-four hours per day, seven days per week, when called upon for service by parking guests.
- Q. Resolution of Complaints:** Contractor shall be required to resolve all written and oral complaints received from the public or County to the satisfaction of County Project Manager. Contractor shall take all necessary steps to address such complaints and shall respond in writing to the County Project Manager and person filing the complaint within 48 hours of receipt by Contractor. Contractor's response shall include any actions taken by Contractor to resolve the complaint. A log of all complaints shall be maintained by the Contractor for the entire term of the contract including at a minimum the date, time, complainant information, reason for the complaint, and the resolution.
- R. Reports:** Contractor shall submit to County Project Manager or designee daily, weekly, and monthly reports for results from operation of the Parking Facilities on report forms, which shall be provided by Contractor or Airport, at Airport's sole discretion. Report forms may be modified at any time by County Project Manager or designee.

Any and all daily reports shall be submitted by noon of the next business day. Weekly reports shall be submitted by noon of the last business day of the following week. Monthly reports shall be submitted by the 15th business day of each month. Submission schedules may be adjusted at the sole discretion of County.

Contractor shall supply Airport with such other financial or statistical reports concerning management and operation of the Parking Facilities as County Project Manager or designee may reasonably request from time to time during the operating term of this Contract.

Failure to complete this requirement may result in assessment of penalties in accordance with Attachment D - Schedule of Deductions (item 12).

Required reports for Parking Facilities Operation are as follows:

1. Daily Cashier Shift Reports including:
 - a. Total amount of revenue collected by cashier broken down by tender type (cash, credit card, check, etc.).
 - b. Total transaction count broken down by tender type (cash, credit card, check, non-revenue, etc.).
 - c. Number of tickets collected.
 - d. Cash drops, shortages, and overages.

- e. Number of missing tickets.
 - f. Number of and value of exception tickets processed showing the name of the cashier and supervisor approving the exception.
2. Daily Ticket and Passage Exception Reconciliation including:
 - a. Beginning and ending daily vehicle inventory count
 - b. Number of parking entries and exits.
 - c. Reconciliation of nightly physical inventory against entries and exits
 - d. Number of daily passage exception (control center manual open)
 3. Daily Parking Revenue Deposit Report including location totals broken down by tender type.
 4. Weekly Work Schedules
 5. Monthly Employee Rosters (including all new hires and terminations).
 6. Monthly Activity Report (reconciled to daily reports) including:
 - a. Parking entries and exits
 - b. Revenues collected broken down by tender type
 - c. Average revenue per ticket.
 7. Monthly Employee Parking Report including:
 - a. Balances maintained by airport tenants and non-County of Orange employers.
 - b. Revenue collected from employee parking lot access cards and amounts refunded for returned access cards.
 - c. Number of employee parking lot access cards issued and returned.
 8. Bi-Weekly Operation/Safety Report including photos and a log of safety and maintenance remediation based on a daily inspection of the Operating Area for Parking Facilities and Valet Parking for the presence of dangerous conditions or defects including but not limited to the following: accumulations of grease or oil on the pavement, potholes, dangerous grade changes, broken glass, protruding rebar or pipes, damaged concrete tire guards, vehicles leaking gas or oil, lighting fixtures not working properly, trip hazards, missing fire extinguishers and any items that may damage vehicle tires. Contractor shall immediately notify County of any dangerous conditions.
 9. Customer and Valet-Parked Vehicle Statistics. Contractor shall submit to Airport Operations a report which includes a daily count of all vehicles parked in the Valet Parking area.
 10. Vehicle Inventory. Contractor shall take daily inventory of all valet-parked vehicles.
 11. Customer Complaints: Contractor shall submit a report to Airport Operations summarizing service complaints, property damage complaints or any other complaints received during the preceding month as well as the resolution, if known, of such matters.
- S. Lost Tickets:** A "lost ticket" is a parking ticket which cannot be located by a patron. Contractor shall verify, using the LPI data, the number of days the lost ticket vehicle has remained overnight in the parking lot. Contractor shall utilize an exception ticket and patron shall then be charged the daily fee for that lot times the number of days the vehicle was in said lot. Tickets that cannot be accounted for by Contractor shall not be considered lost tickets. Incorrectly calculated amounts due from lost tickets, or lost ticket transactions processed without supporting information as required by the approved Operation Manual, are subject to a deduction. Failure to complete this requirement may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 12).

T. Missing Tickets: A “missing ticket” is a parking ticket which cannot be located by Contractor to agree with a sequence number as recorded by the parking access revenue control system for any exit transaction. Any exception ticket that is processed without supporting information as required by the approved Operation Manual is subject to a deduction. Failure to complete this requirement may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 14).

U. Timekeeping Equipment: Contractor shall utilize a contemporary electronic timekeeping system to collect, manage and process employee hours worked. All time recorded by employees shall be approved by their respective supervisor at the close of Contractor’s payroll period and such approval recorded electronically in the timekeeping system.

In the event Contractor is operating under concurrent Contracts at the Airport, Contractor shall maintain a separate employee time keeping mechanism and records for each Contract.

Manual timecards or any other method of handwritten timekeeping is prohibited.

The following timekeeping requirements shall apply:

1. System timekeeping station for use by employees shall be permanently mounted in Contractor’s on-site office facilities and shall utilize either magnetic card swipe, proximity cards, or biometric/fingerprint for user identification.
2. System shall record, by unique job cost center, the role of on-duty personnel, e.g., cashier, plaza supervisor, office staff, porter, valet, TNC traffic control staff, breaker, control room, primary driver, relief driver, project manager, Shuttle Services supervisor, maintenance, etc.
3. System shall provide reporting on-demand of hours worked by personnel by name, date, and cost center for user selected periods.
4. System shall be capable of recording clock in, clock out, breaks, lunches, and supervisory review of any and all time entries.
5. System shall have backup or redundancy to ensure integrity of timekeeping records due to unforeseen incidents including, but not limited to, power outages or network failures.
6. System shall have adequate controls to prevent unauthorized access including, but not limited to, user IDs, passwords, and user permissions.

V. Parking Management Vehicles: Contractor shall provide, operate, and maintain three (3) Parking Management Vehicles for Contractor’s management of the Parking Facilities as agreed to by the Airport (“Parking Management Vehicles”). Parking Management Vehicle leasing costs shall be a reimbursable expense. The cost of Contractor preowned Parking Management Vehicles shall not be a reimbursable expense. Contractor to ensure that Parking Management Vehicles are in good working condition, equipped with a two-way radio and a roof-mount amber light bar as operated by Contractor’s employees. Said vehicles shall be used by Contractor solely for management of the Parking Facilities. Additionally, each of said Parking Management Vehicles shall possess identical color schemes and markings; the company name in a minimum 4” type style and size; and a company identification number, so as to be readily identifiable. Each Parking Management Vehicles shall be properly maintained by Contractor and shall have no visible body damage at any time. County reserves the right to affix transponders or similar device to each of Contractor’s Parking Management Vehicles to monitor traffic circulation. County may, at County Project Manager’s discretion, charge Contractor’s to cover the cost of any lost, damaged or stolen device.

W. Ticket Issuing Machines: Contractor shall monitor and conduct periodic checks to ensure that the ticketing issuing machines located inside the Parking Facilities are fully stocked with tickets in accordance with the type required for use with the Airport’s parking revenue control equipment

and shall replenish the ticket supply when necessary. Contractor shall also monitor the systems clocks to ensure they are accurate. Contractor shall immediately report to the PARCS Service Order System if Contractor knows or reasonably should know that any of the ticketing issuing machines is in need of service, repair, or replacement.

Contractor shall be responsible for providing Valet Parking tickets which are: (1) distinguishable from other Airport parking tickets; (2) compatible with Airport's revenue control equipment; and (3) acceptable to County Project Manager. Tickets shall clearly show accurate date and time of issue.

Contractor shall as a reimbursable expense, pay the cost of all ticket and receipt paper stock for the Parking Facilities and Valet Parking. Upon request, a list of approved suppliers shall be provided to Contractor by County.

X. Entry/Exit Gates: Contractor shall monitor and conduct periodic checks to ensure that the parking entrance and exit gates and other structural components for the Parking Facilities are fully operational. Contractor shall report to the PARCS Service Order System immediately if Contractor knows or reasonably should know that any of the entry/exit gates is in need of service or repair. Contractor shall monitor and conduct periodic checks to ensure that the valet entrance and exit gates and other structural components for the Parking Facilities are fully operational. Contractor shall immediately replace broken entry/exit gate arms as a reimbursable expense. Contractor shall report to the Airport Maintenance Service Desk - OCPW if Contractor knows or reasonably should know that any of the valet entry/exit gates is in need of additional service or repair.

Y. Parking Access Revenue Control System: Contractor shall immediately report to PARCS Service Order System if Contractor knows or reasonably should know that any of the parking access revenue control equipment, including cash registers, is in need of service, repair or replacement.

Contractor accepts the revenue control equipment County has provided in "as is" condition. Contractor is responsible to train employees to use the equipment in accordance with the manual provided by the equipment manufacturer. Contractor shall not tamper with, alter or disable revenue controls on Airport-owned revenue control system. It is Contractor's responsibility to establish and maintain a sufficient internal control system to ensure proper recording and reporting of Gross Receipts, to reconcile daily reports and cashier report discrepancies and to investigate issues with the revenue control equipment.

Contractor shall regularly clean/dust components of the revenue control equipment in accordance with the equipment manufacturer's manual and change batteries on hand held devices as needed. Should a component fail in the course of operations, Contractor shall first attempt to rectify the issue as trained using preventive maintenance techniques before reporting the issue to County's PARCS service provider. Issues will either be reported as catastrophic, i.e. a total system failure, or non-emergency events. Issues classified as non-emergency will be repaired by County's revenue control service provider within the next business day. Contractor shall be responsible to pay costs incurred by County, including but not limited to service calls, due to Contractor's failure to perform preventive maintenance tasks in the prescribed frequency and manner described, and clear equipment issues as trained. County shall seek to be made whole by failure of employees to operate or care for the revenue control equipment according to the instructions provided by the manufacturer, which may result in a deduction. Failure to complete this requirement may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 32).

Z. Parking Access Cards: Contractor will issue a parking access card for each authorized support vehicle belonging to Contractor for entering and exiting the Parking Facilities and Valet Parking areas. Contractor shall be responsible for securing cards assigned to its personnel and loss of cards.

Failure to complete this requirement may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 16).

- AA. Parking Office, Valet Parking Office, and Valet Cashier Kiosks:** The Airport shall make available to Contractor a parking office (Ground Transportation Center), valet parking office (Parking Structure C, level 5) and two valet cashier kiosks. Contractor accepts all facilities in their “as is” condition and shall be responsible for all maintenance and repairs including but not limited to the lights, HVAC, doors, windows, finishes, and locks. Contractor shall coordinate with Orange County Public Works for repairs. In the event Contractor damages these facilities during the term of this Contract, the Airport shall make the necessary repairs and deduct the cost for labor and materials from Contractor’s fee upon written notice.

The kiosks and offices shall be returned to County at the termination or expiration of this Contract in good condition, normal wear and tear excepted.

Any ancillary equipment beyond what was provided by County at the commencement of the operation and which Contractor determines is necessary for the operation of a valet parking and car wash services, is the responsibility of the Contractor and shall be a reimbursable expense to be approved by the County’s Project Manager.

- BB. Abandoned Vehicle Program:** Contractor shall provide an abandoned vehicle program in accordance with applicable local, state and federal law. This Program involves the impounding, processing, return or sale of vehicles abandoned on JWA property. The Contractor shall coordinate the impounding of these vehicles upon notification from JWA and proceed to contact the registered owner or lienholder to reclaim the vehicle. Should the vehicle owner or lienholder request to reclaim the vehicle, all fees (including tow, storage, and JWA parking fees) shall be collected. Should no attempt be made by the vehicle owner or lienholder to retrieve the vehicle, the Contractor shall process the vehicle, so it can be sold through a third-party auction as instructed by County of Orange in accordance with applicable law. All proceeds are remitted to County of Orange. The Contractor completes vehicle processing and maintains all records and reports.

Contractor shall not be responsible for fees due from vehicles towed away provided Contractor has notify County in writing of any vehicle parking in excess of thirty (30) days. Failure of Contractor to comply with this notification requirement shall result in Contractor immediately crediting County for all parking fees due upon the towing of the vehicle from the Parking Facilities, limited to an amount of sixty (60) days multiplied by the daily maximum rate applicable for the location.

- CC. Utilities, Janitorial, Maintenance and Repair:** Contractor shall maintain the Parking Facilities, including the Ground Transportation Center, in a safe, clean, sanitary condition, to the complete satisfaction of County Project Manager, and in compliance with all applicable laws, including Prevailing Wage as described in Section 45 – Prevailing Wage. All routine maintenance shall be conducted by Contractor on a regularly scheduled basis as specified below and in the Maintenance Schedule Requirement shown in Attachment E - Schedules, attached hereto and made a part hereof. The maintenance schedule may be modified at the reasonable discretion of County Project Manager, in order to take advantage of newer, more efficient maintenance equipment, which may become available to Contractor. County shall have the right to enter upon and inspect the Parking Facilities at any time for cleanliness and safety.

Failure to complete this requirement may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 33).

1. Contractor shall pay, prior to the delinquency date, all charges for installation of data and dedicated telephone lines and all charges for telephone services associated with the operation of the Parking Facilities and Valet Parking including car wash and detail. County shall only furnish utility supply lines up to the Operating Area. It is the Contractor’s responsibility to

connect any necessary telephone and utility lines to any structures approved by County to be placed in the Operating Area.

Contractor expressly waives any and all claims against the County for compensation for any and all loss or damage to Contractor's property sustained by reason of any defect, deficiency or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system or electrical apparatus or wires serving the Operating Area, except to the extent caused by the County's negligence or willful misconduct.

2. Contractor shall inspect the Parking Facilities on a daily basis to determine if any inherently or potentially dangerous conditions or defects exist. The inspection shall include, but not be limited to, the following: accumulations of grease or oil on the pavement, potholes, dangerous grade changes, broken glass, protruding rebar, broken tire guards, protruding pipes, leaking as tanks, broken or burned-out lighting fixtures, broken or missing fire extinguishers, trip spots, hazards to tires, and other unsafe conditions. The results of each daily inspection shall be submitted in writing by means of a copy of a signed checklist on a weekly basis directed to County Project Manager or designee.
3. Contractor shall identify the staff member responsible to oversee all Contractor responsibilities under this section of the contract.
4. Contractor shall be responsible for routine maintenance as set forth in Maintenance Schedule Requirement shown in Attachment E including but not limited to:
 - a. Daily hand sweeping around cashier booths; remove loose debris on parking surfaces in parking structures, Main Street Lot, employee lot, and walkway from B2 Parking Structure (Stairwell #6) to MacArthur Blvd crosswalk.
 - b. Daily machine sweeping of commercial vehicle and cell phone waiting lots. Each surface (for both parking structures and parking lots) shall be cleaned at least once per week.
 - c. Daily emptying of trash and recyclables containers or more often as needed.
 - d. Providing daily janitorial services and supplies to operating public and employee restrooms in parking structure A2 and B2, Level 1 and the Main Street Parking Lot, including but not limited to, emptying waste containers, cleaning floors and fixtures, unclogging plumbing, replacement of light bulbs and fluorescent tubes, and replacement of restroom expendables, i.e., toilet tissue, paper towels, seat covers, and hand soap.
 - e. Daily hand sweeping or mopping cashier booth floors, weekly cleaning cashier booth windows and wiping down interior cashier booth equipment.
 - f. Daily hand sweeping, vacuuming, or mopping parking office floors; weekly cleaning of parking office interior and exterior windows; semi-annual cleaning of carpets.
 - g. Daily hand sweeping stairwells (excluding stairwells adjacent to elevators only) and debris removal, weekly damp wiping handrails, monthly cleaning exterior parking structure windows and interior accessible windows and pressure wash stairwells.
 - h. Daily spot cleaning excess oil, stains or other accumulations, weekly spot steam cleaning all parking structures, entrance and exit lanes, semi-annually power cleaning all concrete surfaces in Parking Facilities (including GTC and GTC islands).
 - i. Weekly dust wiping parking control equipment.
 - j. Weekly wiping down Shuttle Services and Transportation Network Company (TNC) shelter benches in the operating areas, weekly cleaning shelter windows; monthly steam cleaning shelters and surrounding areas (monthly or more often as needed).

- k. Keeping the Parking Facilities, including stairwells (excluding stairwells adjacent to elevators only), free from rubbish, gum, litter, vomit, blood, and animal or human waste. In the event vomit, blood, and animal or human waste is present, Contractor shall power clean and sanitize the affected areas as needed.
 - l. Checking ceiling-mounted signage for loose connections or damage and reporting to County Project Manager.
 - m. Checking illuminated signage for damage and necessary bulb replacement and reporting same to County Project Manager.
 - n. Checking parking and revenue control equipment for proper operation.
 - o. Submittal of a bi-weekly inspection form with photos listing any items that are found deficient through inspections.
 - p. Monthly steam cleaning of car wash area.
 - q. Twice monthly sweep and steam clean the lower-level parking structure sidewalks east of the lower roadway and walkway from B2 Parking Structure (stairwell #6) to MacArthur Blvd crosswalk including sweeping the curbs and gutters (removing gutter plates as required). Twice monthly sweep and steam clean the upper-level east side of the upper roadway including sweeping the curb and gutters. As needed or at the request of the County Project Manager, steam clean the Parking Structure walls.

At the request of the County Project Manager, the contractor shall paint the individual parking space designation markings to include identification of parking garage and space numbers and then as needed due to removal/fading during the term of the Contract.
 - r. Daily service the restrooms in A2 and B2 level 1 including, but not limited to, the following: wiping and disinfecting bathroom fixtures, toilets and urinals, sinks, faucets, soap dispensers, toilet paper, and paper towel dispensers, trash and waste receptacles, mirrors, and glass, mop and disinfect hard floors. Provide additional cleaning as needed between 5:00 am and 11:00 pm.
5. Contractor shall submit a detailed schedule for cleaning services described in this Section for approval by County Project Manager. Contractor shall not deviate from the approved schedule without permission from County Project Manager.
 6. Except for the valet drop-off and pick-up areas, Contractor shall provide approved trash containers and shall be responsible for daily trash collection and removal from the Operating Area. Contractor shall provide two trash containers (including liners) for each location (one for recyclables and one for regular trash) and ash trays, and shall provide for daily removal of trash, recyclables, and smoking related refuse from the Parking Facilities, including the employee lot, commercial hold lot, and cell phone lot. All receptacles shall have lids which shall be closed, when not in use.
 7. Contractor shall be responsible for performing the following maintenance on an annual basis at a minimum, and additionally as may be required by County Project Manager:
 - a. Cleaning the parking areas of all Parking Facilities using a commercial scrubber or steam cleaning machine, subject to applicable water quality regulations and procedures approved by County Project Manager.
 - b. Spot steam cleaning the concrete surfaces of all parking structures including the GTC.
 - c. Clean/pressure wash all overhead piping, including sprinkler systems, and electrical conduit pipe annually when steam cleaning the parking spaces below. Sweep the area

under the pipes first, then pressure wash (using caution not to damage sprinkler system and conduits) and then steam clean the spaces below. (Overhead pipe cleaning to be scheduled with County Project Manager.)

- d. Reapplication of a protective sealant to the floor of the car wash area.
8. Contractor shall submit a monthly or weekly plan to County Project Manager detailing how sections of the Parking Structures will be isolated for annual steam cleaning and/or commercial scrubbing and then placed back into service without affecting parking operations. Contractor shall be responsible for covering and protecting vehicles during cleaning operations. Depending on parking demand, blocking off spaces for steam cleaning can be as few as 50 spaces at a time (Subject to County Project Manager's approval).
9. Contractor shall keep an updated parking floor layout of the areas where the annual steam cleaning and scrubbing has occurred, which shall be subject to periodic review by County Project Manager.
10. Contractor shall keep and maintain, to County's satisfaction, all parking rate signs, parking status signs including Automated license plate recognition (ALPR) signage, TNC vehicle guidance signage, additional traffic direction signs and graphics in a clean, legible condition and free from graffiti. Any replacement of parking rate signs or additional parking rate signs shall be provided by Contractor and shall be of the same quality material, letter style, design, and color as other similar signs within the facility. All signs placed by Contractor in the Parking Facilities, attendant booths, or Parking Manager's office must have the prior written approval of County Project Manager.
11. Contractor shall not allow any discharge of wash water or other Non-Storm Water Discharges into the storm drains. Contractor's manager, supervisors and maintenance and car wash personnel shall attend an annual non-storm water discharge prevention class conducted by County.

Contractor shall immediately notify the Airport Police Services Communication Control Center of any fire, emergency, accident or reportable spill or release of fuel or Hazardous Substances. Reportable spills or releases are those that require notification to a government entity by any fire code or Environmental law.

12. Contractor shall be responsible for performing Sikalastic General Maintenance.

- a. Maintenance procedures include, but are not limited to:

- Cleaning on a routine basis
- Snow and ice removal (where applicable)

- b. Inspections:

Periodic inspections will provide a basis for the proper maintenance work required assuring the longevity of the Sikalastic Traffic System. Discrepancies upon discovery shall be reported to the Airport Maintenance Service Desk.

Monthly - Make a physical inspection to determine if there are any areas of physical damage to the System. Document the date, time and results of these inspections.

Semi-Annually - Make a thorough physical inspection including photographing and/or videotaping the System. Such inspections include, but are not limited to:

- Inspect the sealant in the joints for proper adhesion. Also, determine if there is any cohesive failure or physical damage to the sealant. Where possible, inspect the underside of the joints for evidence of leaks.

- Inspect the areas where beams are resting on columns for evidence of stress, cracking, and vertical or horizontal movements in the pavement. Where possible, inspect the entire structure from the underside of deck for cracks, spalls, corrosion damage and other defects.
- Inspect drains or scuppers to ensure there is nothing clogging or blocking them, to avoid ponding water on the deck.
- Inspect areas at the juncture of the deck and vertical projections, e.g., parapet walls, planters, building walls, curbs, parking bumpers, etc., to determine if there has been any breach to the Sikalastic Traffic System.
- Inspect the Sikalastic Traffic System for cracks that may have been caused by any structural cracks or movement in the substrate.
- Inspect areas which are subject to high abrasion and wear such as:
 - Vehicular traffic areas: Turn radii, entrance and exit ramps and other start/stop areas for excessive wear or loss of aggregate in the Sikalastic Traffic System.
 - Pedestrian areas: Top of stair landings, stair treads, doorways, and narrow walkways through areas, pay stations, etc.
 - Other areas: Inspect the entire surface for evidence of excessive wear.

c. **Cleaning:**

The use and location of the deck will cause the cleaning frequency to vary. Recommendations for cleaning are as follows:

Weekly - Sweep or vacuum the deck to remove sharp objects, such as gravel, glass and metal particles from the coating surface. Hand sweeping and/or the use of industrial floor sweepers with soft bristle brushes or litter vacuums is recommended.

Monthly - Thoroughly clean the deck to remove dirt, debris, oil and grease drippings, car fluids, de-icing salts, tire marks, etc.

Cleaning may be accomplished by:

- Power scrubbing with a low sudsing, biodegradable, solvent-free and acid free cleaner and soft bristle brushes only. This method requires thorough rinsing with clean water to avoid slippery when wet conditions and residue. Do not use wire brushes.
- Power washing at less than 1,000 psi.
- Avoid the use of solvents for health, safety and environmental reasons. Solvents can also damage the System if allowed to remain ponded on the membrane.

d. **Rust and Oil Stain Removal:**

Rust stains and oil stains are two common staining problems with traffic deck coatings, the complete removal of which can sometimes be difficult. It is recommended to clean an inconspicuous area to confirm the effectiveness of the cleaner selected and to ensure that the traffic deck coating is not damaged during cleaning operations.

- **Removal of rust stains:**
 - Select a cleaner specifically recommended for rust stain removal from masonry surfaces.
 - Liberally apply cleaner with brush or spray to the dry, affected area.
 - Avoid cleaners that contain aggressive acids or caustic compounds, as these products can damage the coating. A mild acid content such as oxalic acid is generally required to chemically break down the rust.
 - Allow cleaner to dwell on the stained area for 15 minutes or as recommended by

- the cleaner manufacturer.
 - If necessary, lightly scrub the surface with a soft bristle brush.
 - Power wash at less than 1,000 psi to remove loosened rust and rinse thoroughly.
 - Repeat as required.
- Removal of oil stains:
 - Select a cleaner specifically recommended for oil stain removal from masonry surfaces.
 - Liberally apply cleaner with brush or spray to the dry, affected area.
 - Avoid cleaners that contain aggressive acids or caustic compounds, as these products can damage the coating. A mild alkaline content is generally required to dissolve and emulsify the oil and grease so that it can be rinsed away.
 - Allow cleaner to dwell on the stained area for 2-3 hours or as recommended by the cleaner manufacturer.
 - In general, scrubbing is ineffective.
 - Power wash at less than 1,000 psi to remove loosened oil and rinse thoroughly. Hot water is most effective.
 - Repeat as required.
- e. Snow Removal and Ice Control:

Piled snow can present the possibility of significantly overloading a deck beyond its designed load capacity. This overloading may cause structural cracks to develop and/or damage the underlying structure. The cracks can reflect through the System causing serious damage. Immediate removal of Ice and snow is critical.

If possible, snow removal should be accomplished through the use of brooms and blowers. Plowing of snow should only be performed with snow removal equipment, which is equipped with adjustable, rubber, snowplow blades. These rubber blades can be adjusted to remove snow, and slush from the surface. The rubber blades will protect the Sikalastic Traffic System from damage such as cuts and gouges. The use of heavy snow removal equipment, including metal blades on snow plows, must be avoided to prevent damage to the Sikalastic Traffic System. Damage to the System caused by metal blades will render the warranty null and void.

Ice should be treated and removed with chemical deicing materials only. All common ice melt materials Sodium Chloride, Potassium Chloride, Magnesium Chloride, and Potassium Chloride are suitable for use with Sikalastic Traffic Systems.

IV. VALET MANAGEMENT

- A. Operation Plan and Rates:** Contractor shall provide valet personnel in accordance with Staffing Schedule to support valet operations. During the Contract term, Contractor shall not make changes to the operation plan or any service or product without first obtaining the prior written approval of County Project Manager.

The Orange County Board of Supervisors sets valet parking and car wash rates. Valet rates shall be set forth in Attachment J - Rates. Daily rates for valet parking shall be conspicuously displayed at the Vehicle Drop-Off and Pick-Up Area along with printed brochures of car wash services offered, to the satisfaction of County Project Manager. Contractor shall readily produce such price list.

- B. Full Service Eco-Friendly Car Wash:** Contractor shall maintain and operate, either directly or by subcontract, a full-service waterless car wash and detail offered to valet parking customers at an additional charge. The car wash operation is to be conducted in accordance with the terms and

conditions contained in this Contract, including compliance with all regulations set by the Airport and any federal, state, or local government authority. Plans for the car wash service must be approved by County Project Manager prior to commencing operations, including the equipment and products to be used in the method and amounts as set forth by County Project Manager throughout the term of this Contract.

Contractor shall keep the car wash area clean and secure all equipment and cleaning products when not in use. Washing and auto detailing shall be conducted in a professional manner and confined to the area designated for such activities. A fire-resistant container shall be implemented to store used towels. Trash, in addition to the used towels, shall be emptied daily by Contractor. Liquids and dirty rags must be kept off the floor of the car wash area. In order to comply with Airport procedures prohibiting any liquids from entering the Airport's storm drains, Contractor shall protect the surface of the car wash area to County's satisfaction by installing and maintaining a liquid containment mat to protect the floor and prevent spills from reaching storm drains. Such mats and/or other devices shall be replaced as necessary or upon County's request.

C. Valet Performance, Customer Service and Safety Expectations

The Contractor is required to meet and exceed the Airport's high standard of service when operating Valet at John Wayne Airport. The requirements for valet performance include but are not limited to those provided below:

1. Customer Service:

Upon a guest's arrival at the valet, the greeter shall recognize and greet the guest within ten feet. Valet staff shall attempt to open all the doors for the arriving guests. Guests shall be checked into the valet system and on their way to the terminals within five (5) minutes. Attachment D – Schedule of Deductions (item 26). Greeters shall use the guest's name whenever possible. Upon request, the Contractor shall assist customers in transporting their luggage between the Vehicle Drop-Off and Pick-Up Area and the Terminal entrance doors. The Contractor's service shall include but is not limited to, the removal and loading of luggage from customers' vehicles, loading luggage onto a wheeled luggage cart, and escorting customers to the Skycap podium or Terminal. Every vehicle must be damage assessed on the upper roadway, and pictures of the entire vehicle must be taken before being moved to the final parking destination. Attachment D – Schedule of Deductions (item 27).

Upon guest's return, greet each guest upon arrival at the valet, using the guest's name whenever possible. The Contractor shall maintain sufficient staff to ensure that valet parking patrons shall wait no more than ten (10) minutes for their vehicle once payment has been made upon a guest's return. Work areas must be maintained and kept free of trash and debris. The Contractor shall provide customer vehicle recovery service twenty-four (24) hours. If the guest has not called or texted for their vehicle, the wait time shall not exceed (15) minutes from the requested time Attachment D - Schedule of Deductions (item 28).

2. Valet Staffing:

The Contractor shall provide all personnel necessary to operate valet parking, including greeters, valets, cashiers, dispatch, and dedicated shift supervisors, in accordance with the terms and conditions of this Contract. Operating hours shall be 5:00 a.m. to 11:30 p.m. daily. In the event of an absence by an employee, Contractor shall provide additional employees within a time period not to exceed one (1) hour. The County Project Manager reserves the right to approve and amend the staffing plan to comply with the terms and conditions of this Contract. The Contractor shall monitor employees to assure adherence to the schedule approved by County Project Manager. County Project Manager shall notify the Contractor prior to 11:00 p.m. if any flights destined for the Airport are diverted to other airports. The Contractor

shall retain an adequate number of attendants on duty 30 minutes beyond the arrival of those valet parking patrons to the Airport whose flights were diverted.

3. Valet Employee Conduct: Contractor shall control the conduct, demeanor, and appearance of its valet attendants. It shall be the responsibility of Contractor to maintain close supervision over such attendants to assure the rendering of a high standard of service to customers.
 - a. Contractor shall require its attendants to be, clean, courteous, efficient, and neat in appearance at all times, and shall not employ any person(s) in or about the Airport who shall use offensive language or act in otherwise improper manner.
 - b. While at the Airport, Contractor's employees shall comply with the standards of demeanor adopted from time to time by County Project Manager, including without limitation, no smoking or consumption of food or beverages while in view of the passengers or in a shuttle. At no time shall Contractor personnel interact with friends and family not employed at the Airport on or about any Contractor Shuttle or County-Owned Electric Bus. Employees shall handle vehicles in a manner that is safe and prudent at all times and shall not use in any manner any cell phones or mobile communication devices while operating a vehicle; violations of this requirement may result in assessment of penalties as described in Attachment D – Schedule of Deductions (item 22).
 - c. Periodic inspections concerning the conduct, demeanor and appearance of Contractor's personnel employed in providing the valet service shall be made by County Project Manager or designee. Upon objection from County Project Manager or designee concerning the conduct, demeanor or appearance of offending officers, agents, employees, or representatives whose conduct is detrimental to the best interests of the passenger, Contractor shall forthwith take all steps necessary to remove the cause of the objection, or upon request of County Project Manager, remove the employee from engaging in any responsibilities related to this Contract.
4. Valet Attendant Hiring and Training: Contractor shall have a valet attendant hiring and training plan in place for the Valet Service. As part of the hiring process, Contractor will:
 - a. Conduct fingerprinting and drug and alcohol testing on each candidate.
 - b. Participate in the DMV Pull Notice program and conduct drug and alcohol testing of all drivers twice each year.
 - c. Provide an employee training program to include such topics as operating customers' vehicles in a safe manner while observing posted speed limits and traffic laws, ADA training, displaying a positive attitude when greeting and assisting customers, helping customers with luggage, using valet management software, and immediately reporting any incidents or customer service issues to management.
 - d. Ensure that all applicable personnel are fully trained to operate vehicles.
 - e. Conduct on-going, regularly scheduled safety and customer service training programs. ADA training for each driver will be conducted quarterly and the names provided to the County Project Manager.
 - f. Contractor shall require all of its drivers and shift supervisors involved in providing service, and those employees subsequently employed by Contractor, to attend a training orientation class. This orientation shall review performance standards and standard Operating Procedures, including Customer Service Procedures.

5. Vehicle Drop-Off and Pick-Up Area:

The Vehicle Drop-Off and Pick-Up Areas are to be kept neat and clean at all times. The Contractor may provide a podium, high stool, and anchored or weighted umbrella subject to prior approval by the Airport. Trashcans or folding chairs are not to be utilized in this area. Upon request, the Contractor shall immediately remove equipment stored in this area or replace broken, faded, or otherwise in disrepair.

The TSA has several requirements that the Airport has agreed shall be met for John Wayne Airport to offer curbside valet service: Upon arrival, vehicles must be turned off, keys removed, and secured inside the valet booth until the vehicle is inspected by valet staff and ready for the valet team to move. Until a vehicle is moved from this area to the valet parking storage area, its trunk must be left open to demonstrate a visual inspection occurred by the Contractor and for random inspection by TSA, Airport Police Services, or Airport Operations staff. Violations of these requirements may result in assessment of penalties as described in Attachment D – Schedule of Deductions (item 29).

The only exception is during rain. During the period of high valet demand, no vehicle shall be kept on the upper valet arrival zone for longer than 1 hour. During the period of low valet demand, no vehicle shall be kept at the arrival zone for longer than 30 minutes. Attachment D – Schedule of Deductions (item 30).

The Contractor agrees to cooperate with Airport Operations, Airport Police Services, and TSA to eliminate any obstacles (vehicles/signs/delineators, etc.) caused by valet parking service impacting traffic flow on the Airport premises. In order to expedite response to and resolution of traffic issues, the Contractor will establish and maintain a base communications station in the valet parking office and require supervisors to carry two-way radios and/or cell phones.

Until a vehicle is moved from this area to the valet parking storage area, its trunk must be left open to demonstrate a visual inspection occurred by the Contractor and for random inspection by TSA, Airport Police Services or Airport Operations staff. Contractor agrees to cooperate with Airport Operations, Airport Police Services, and TSA to eliminate any obstacles (vehicles/signs/delineators, etc.) caused by valet parking service that are impacting traffic flow on the Airport premises. In order to expedite response to and resolution of traffic issues, Contractor will establish and maintain a base communications station in the valet parking office and require supervisors to carry two-way radios and/or cell phones.

6. Credit And Debit Cards:

Customers shall be permitted to utilize major credit and debit cards, and at a minimum, the following credit cards in payment for all sales: Visa, MasterCard, Discover and American Express. Contractor shall comply with Payment Card Industry Data Security Standards (PCI DSS), and provide to County upon request as required by PCI DSS, documentation confirming Contractor's adherence to these standards.

7. Customer Keys and Vehicles:

Contractor shall be solely responsible for all keys and vehicles left in Contractor's custody as part of the Valet Parking Service. Contractor shall maintain appropriate controls over keys and vehicles to prevent theft, damage, unauthorized use or other loss. This is not a reimbursable expense.

8. Signs And Delineators:

Contractor shall provide and maintain, to the County's satisfaction, all approved signs and delineators within the Operating Area in a clean and legible condition. Replacement of said

signs or delineators, or the installation of additional signs or delineators shall be the responsibility of Contractor as a reimbursable expense. Said signs and delineators shall be of the same quality material, letter style, design and color as other similar signs and delineators on the Airport. All signs installed or replaced by Contractor in the Operating Area or cashier kiosks must have the prior written approval of the County Project Manager.

9. Inspection of Service:

Periodic inspections concerning the conduct, demeanor and appearance of Contractor's staff providing valet parking, or other approved services, shall be made by County Project Manager. Results of these inspections shall be transmitted to Contractor and Contractor shall promptly correct all deficiencies noted.

10. Unauthorized Locks:

Contractor shall not place any additional lock of any kind upon any window or interior or exterior door in the Operating Area, or make any change to any existing door, window lock or the mechanism thereof, unless keys are maintained in the Operating Area and also provided to County Project Manager. Upon the expiration or termination of this Contract, Contractor shall surrender to County Project Manager any and all keys to the interior or exterior doors in the Operating Area.

11. Terminal Communications Systems and Operations:

- a. Wireless Communications – In the interests of public safety and the efficient operation of the Airport, County reserves the sole right to resolve any conflicts between or among any wireless communication devices or systems of Contractor, and any third party users at the Airport, and to require Contractor to change over to any future Airport-wide network once installed.
- b. Interference with Systems – Contractor shall not interfere with the effectiveness of utility, heating, ventilating or air-conditioning systems or portions thereof on or adjoining the Operating Area (including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto) or interfere with effectiveness of elevators or escalators in the operating area or airport premises, or overload any floor of the Airport Premises.
- c. Smoking Prohibited – Contractor shall comply with County's ordinance prohibiting smoking. Smoking is prohibited at the Vehicle Drop-Off and Pick-Up areas.

Should Contractor default in the performance of any responsibility or requirement contained in this Section, and such default is not corrected within twenty-four (24) hours after Contractor receives written notice from County, County may take a deduction from fee payment as specified in Attachment D – Schedule of Deductions (item 20).

V. PARKING AND VALET – GROSS RECEIPTS

- A. Parking Facilities Operation:** As used in this Section, the term "Contractor" shall include Contractor, its agents, concessionaires, licensees, or any person acting under contract with Contractor. The term "Gross Receipts" shall include all charges resulting from Contractor's operation of the Parking Facilities, whether payment actually made or, including, but not limited to, parking fees for any vehicle parking for any length of time in the Parking Facilities, the sale price for all employee parking access cards shown on the monthly statement of employee parking access cards sold (or other method of accounting authorized by County for employee parking access cards) and any charges from any County approved ancillary services provided by Contractor.

1. Ownership: All Gross Receipts received by Contractor in its operation of the Parking Facilities shall become, immediately upon the collection and receipt thereof, the property of County.
 2. Deductions: Bad debt losses including but not limited to uncollectible credit card charges, uncollectible Promise to Pay forms, under rings by cashier, NSF checks, uncollectible unpaid parking fees and all costs associated with collection of such funds shall not be deducted from gross receipts. Discounts, including but not limited to, allowances, deductions, rebates, hidden credits, lost tickets, losses from theft (internal or external), robbery or any other reductions shall not be deducted from gross receipts.
 3. Form: Gross Receipts may be received from any source in any form including, but not limited to, cash, currency, check, debit card, credit card, or Promise to Pay form.
 4. Minimum: Gross Receipts from the Parking Facilities shall not be less than the sum of all cashier shift totals (adjusted for under-rings, undercharges, or shortages) as reported by the parking access revenue control system on daily transaction tapes or reports.
 5. Over-rings, Overcharges or Overages shall accrue to the benefit of County and are expressly included in Gross Receipts.
 6. Under-rings, Undercharges or Shortages: Contractor shall assume all responsibility for losses of revenue to County as a result of cashiers charging exiting patrons less than the amount due as determined by the entrance time stamp on the parking ticket and the appropriate rate structure upon exit (or other parking access revenue control system mechanisms). Examples include, but are not limited to, collection of any amount less than reported by the parking access revenue control system and miscalculation of fees due from lost tickets, discounts, or validations. Under-rings, undercharges, or shortages shall not be offset against over-rings, overcharges, or overages.
 7. Internal Controls: It is Contractor's responsibility to establish and maintain a sufficient internal control system to ensure proper recording and reporting of Gross Receipts. Internal controls shall include, but are not limited to: (a) a plan of organization that provides segregation of duties appropriate for proper safeguarding of County assets; (b) a plan that limits access to County assets to authorized personnel who require these assets in the performance of their assigned duties; (c) a system of authorization and record keeping procedures adequate to provide effective accounting control over assets and revenues; (d) an established system of policies to be followed in performance of duties and functions; (e) personnel of a quality commensurate with their responsibilities; and (f) an effective system of internal review.
- B. Valet Parking Operation:** As used in this Section, the term "Contractor" shall include Contractor, its agents, concessionaires, licensees, or any person acting under contract with Contractor. The term "Gross Receipts" shall mean all income earned by Contractor as a result of the operation of valet parking and car wash and auto detail service.
1. Gross receipts shall not equal less than the revenue control system totals as documented by daily transaction tapes. All gross receipts received by Contractor shall become the property of the County upon collection. Gross receipts shall exclude all sales and excise taxes payable by Contractor to federal, state, county, or municipal governments as a direct result of operations under this Agreement.
 2. Bad debt losses including but not limited to uncollectible credit card charges, under rings

by cashier, NSF checks, uncollectible unpaid parking fees and all costs associated with collection of such funds shall not be deducted from gross receipts. Discounts, including but not limited to, allowances, deductions, rebates, hidden credits, lost tickets, losses from theft (internal or external), robbery or any other reductions shall not be deducted from gross receipts.

3. Over-rings, overcharges or overages shall accrue to the benefit of County and are expressly included in Gross Receipts.
4. Contractor shall assume all responsibility for losses of revenue to County as a result of cashiers charging exiting patrons less than the amount due as determined by the entrance time stamp on the parking ticket and the appropriate rate structure upon exit (or other parking access revenue control system mechanisms). Examples include, but are not limited to, collection of any amount less than reported by the parking access revenue control system and miscalculation of fees due from lost tickets, discounts, or validations. Under-rings, undercharges, or shortages shall not be offset against over-rings, overcharges, or overages.

VI. PARKING AND VALET DEPOSIT AND REPORTING OF GROSS RECEIPTS FROM PARKING FACILITIES OPERATIONS

- A. Deposit:** All gross receipts derived from Contractor's operation of the Parking Facilities shall be the property of County at all times during the term of this Agreement and shall be collected, accounted for, and deposited by Contractor as provided herein.

Contractor shall prepare a bank deposit for each day of the week and arrange for an armored car service to pick up the daily gross receipts. Contractor shall pay for the cost of the armored car service. Contractor shall obtain daily written receipt forms from the armored car service to document that the gross receipts were transferred into the custody of the armored car service for delivery to the bank.

Gross receipts shall be deposited Monday, Wednesday, and Friday with exception of Holidays.

When parking and valet operator fails to deposit gross receipts to the bank in a timely manner, County may take a deduction from monthly fee payment as specified in Attachment D – Schedule of Deductions (item 18).

Monthly Invoice - On or before the fifteenth 5th day of the month, Contractor shall submit a monthly invoice in a format acceptable to Auditor-Controller showing Contractor's gross receipts for valet parking and car wash and detail for the preceding calendar. If Auditor-Controller or Airport Director requests additional substantiation of the fees due to Contractor, payment shall not be made before such additional information has been provided.

- B. Invoice Payment:** - Contractor's fee shall be paid to Contractor no later than twenty (20) days after receipt by Auditor-Controller of an acceptable monthly invoice. Said invoice shall be signed by Contractor or its designee. Contractor must attest under penalty of perjury that the transactions and dollar amounts of transactions submitted to Auditor-Controller are an accurate representation of Contractor's records.

- C. Reporting:** Concurrently with copy of the bank deposit ticket, Contractor shall deliver to the Office of Auditor-Controller a daily revenue and deposit report, revenue reports by parking structures and lots, and ticket and passage exception reconciliation. The form and content of said reports shall be approved by Auditor-Controller.

With submission of monthly invoice, Contractor shall also submit to Auditor-Controller a daily sales journal by month and monthly activity report for car count and revenue collected. The content of said report shall be approved by Auditor-Controller.

- D. Fees Paid to Contractor:** County shall deduct from Contractor's fee the cost to repair damage to revenue control equipment or other Airport property, which was caused by the Contractor, its employees, agents, vendors, licensees or any person or entity under contract with Contractor. In addition, the County shall deduct all bad debt losses, including but not limited to, uncollectible credit card charges, uncollectible unpaid parking fees from the public and employees, undercharges or shortages, and counterfeit bills or checks not honored by the bank and all costs associated with the collection of such funds.

VII. PARKING AND VALET - DEPOSIT AND REPORTING OF GROSS RECEIPTS FROM VALET PARKING OPERATION

Contractor shall deposit all collected gross receipts to County's account no later than the next Monday, Wednesday, or Friday, with the exception of holidays, following the date received by Contractor. Gross receipts received on Saturdays and Sundays shall be deposited the following Monday to County's account. Gross receipts collected on a Saturday or Sunday before a Monday holiday shall be deposited into the County's account on the following Tuesday. Contractor shall arrange and pay for an armored car service to pick up all gross receipts directly from the Airport for deposit no later than no later than the next Monday, Wednesday, or Friday, with the exception of holidays, following the date received by Contractor.

Contractor shall obtain written receipt forms from the armored car service to document that the gross receipts were transferred into the custody of the armored car service for delivery to the bank designated by County Project Manager. Contractor shall deliver copy of the bank deposit ticket to the Auditor-Controller the same day the gross receipts are picked up by the armored car service.

Contractor shall provide the County daily and monthly reports regarding the disposition of gross receipts as follows:

- A. Daily Reports:** Contractor shall deliver to the Auditor- Controller a daily revenue and deposit report, cashier summary report, valet ticket and car wash order reports. Said reports shall include all parking tickets collected that day, a car count for that day, a daily vehicle license plate inventory, and a comparison between ticket counts and physical inventory count.
- B. Monthly Reports:** With submission of monthly invoice, Contractor shall also submit to Auditor-Controller a daily sales journal by month and monthly tickets and revenue report, including the number of cars valet parked by duration period, number of service orders for car wash and detail, and revenue collected.
- C. Fees Paid to Contractor:** County shall deduct from Contractor's fee the cost to repair damage to revenue control equipment or other Airport property, which was caused by the Contractor, its employees, agents, vendors, licensees or any person or entity under contract with Contractor. In

addition, the County shall deduct all bad debt losses, including but not limited to, uncollectible credit card charges, uncollectible unpaid parking fees, undercharges or shortages, and counterfeit bills or checks not honored by the bank and all costs associated with the collection of such funds.

The form and content of all reports or documents used by Contractor for submission to the Auditor-Controller shall be approved by the Auditor-Controller prior to submission.

VIII. PARKING AND VALET AND CAR WASH AND DETAILING- PARKING RATES AND SIGNAGE

Rates for self-parking, valet parking and car wash and detailing shall be approved by the County's Board of Supervisors and as amended from time to time. Changes to self-parking rate, valet parking rate or the car wash and detail rates, must be obtained from the Board of Supervisors.

If rates are amended by County, Contractor shall, at Contractor's expense, change all signs to reflect the changed rates. Reference Attachment J – Rates.

The parking rates and parking lot status (e.g., “lot full”), shall be posted at all times at each entrance to the parking lots. Signs listing parking rates shall be provided by Contractor at Contractor's expense. Said signs shall be clearly legible and of a type and design approved by County Project Manager. The Contractor shall provide in their Operations Manual, methods to ensure “lot full” signs are placed in advance of a facility reaching capacity so that no motorists enter a facility that is already full.

Valet parking and car wash and detailing rates shall be posted at all times at the Vehicle Drop-Off and Pick-Up Area. Signs listing the rates shall be provided and installed by Contractor. Said signs shall be legible and readily visible and be of a type and design approved by County Project Manager.

Contractor's attendants may accept gratuities for valet parking.

Cashiers may not give cash-back to a customer if paying with debit or credit card.

IX. PARKING AND VALET - RECORDS AND ACCOUNTS

A. Records: Contractor's records as referred to in this Agreement are defined as and shall include any and all information, materials and data of every kind and character in any format, including, but not limited to records, accounts, financial transactions, books, papers, documents, recordings, notes, daily logs, supervisor reports, receipts, vouchers, stamps, cashier activity reports and daily sales audit reports, time sheets, time cards or other employee time tracking methods, payroll registers, payroll records, cancelled payroll checks, employee schedules (or other means of informing employees of their work schedules), any and all other agreements, sources of information and matters that may, at County's sole discretion, have any bearing on matters of interest to County in connection with Contractor's dealings with County to the extent necessary to adequately permit evaluation and verification of any or all of the following:

1. Accuracy of amounts billed to County for services provided by Contractor
2. Accuracy of amounts owed to County resulting from Contractor's operation of the Parking Facilities and Valet Parking.
3. In the event that Contractor fails to submit any accurate records by the due date in accordance with the Airport schedule, failure to do so may result in assessment of

penalties in accordance with Attachment D – Schedule of Deductions (item 25)

4. Compliance with any requirement in this Agreement.

Contractor shall, at all times during the term of this Agreement, keep or cause to be kept true and complete books, records, and accounts of all patron and vehicle transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted herein. The records must be supported by source documents including but not limited to daily vehicle inventory logs, parking tickets, claim checks, invoices, computer records and printouts, cash register tapes, or other pertinent documents.

Contractor shall issue parking tickets as specified by County Project Manager which are compatible with the Airport's parking control equipment and shall keep a record acceptable to County of said tickets. Parking tickets should be retained until the completion of the annual audit from an independent Certified Accountant (CPA) or CPA firm. This retention period will exceed one year in the case of the first month for the year under audit.

Except as otherwise provided herein, all gross receipts shall be recorded by means of an electronic revenue control system including cash registers or other comparable devices which display the amount of the transaction and automatically issue a receipt. The registers shall be equipped with devices which lock in sales totals and other transaction records, or with counters which are not resettable and which record transaction numbers and sales details. Totals registered shall be read and recorded by Contractor at the beginning and end of each business day. Gross receipts may be recorded by system other than described above provided said system is approved by the Auditor-Controller.

- B. The Accounting Year:** The Accounting Year shall be twelve full calendar months. The accounting year may be established by Contractor, provided Contractor notifies Auditor-Controller in writing of the accounting year to be used. Said accounting year shall be deemed to be approved by Auditor-Controller unless Auditor-Controller has objected to Contractor's selection in writing within sixty (60) days of Contractor's written notification.

In the event Contractor fails to establish an accounting year of its choice, regardless of the cause, the accounting year shall be synonymous with the twelve-month period contained in the first one-year term of the Agreement.

Any portion of a year that is not reconciled, should the accounting year and the anniversary year of the agreement commencement not be the same, shall be accounted for as if it were a complete accounting year.

Once an accounting year is established, it shall be continued through the term of the agreement unless Auditor-Controller specifically approves in writing a different accounting year. Auditor-Controller shall only approve a change in accounting years in the event of undue hardship being placed on either the Contractor or County, and not because of mere convenience or inconvenience.

C. Financial Statements:

Within ninety (90) days after the end of each accounting year, Contractor at its own expense shall submit to the Auditor-Controller and to the County Project Manager an audited statement of its gross receipts for all John Wayne Airport operations for the previous accounting year. This

statement must include a breakdown schedule of total gross receipts by type and month. This statement must be prepared by an independent Certified Public Accountant (CPA) or an independent CPA firm holding a current and valid license and completion of attest experience "A") with the State Board of Accountancy.

The audit must be performed in accordance with current Generally Accepted Auditing Standards (GAAS) authorized by the American Institute of Certified Public Accountants (AICPA).

The audited statement of gross receipts shall include total gross receipts for the accounting year as classified according to the categories of business established and listed in the section Fees Paid to Contractor and for any other business conducted on or from the Airport.

Contractor shall provide County with copies of any Certified Public Accountant management letters and audited or reviewed financial statements prepared in conjunction with their audit of Contractor's operations from the Airport. Copies of management letters and/or financial statements shall be provided directly to County by the CPA at the same time Contractor's copy is provided to Contractor.

Contractor acknowledges that any and all of the "Financial Statements" submitted to County pursuant to this Agreement become Public Records and are subject to public inspection pursuant to Sec. 7920.000 et seq. of the California Government Code.

D. Failure to Submit Financial Statements: County Project Manager may require Contractor to submit the greater of:

1. \$5,000 fine; or
2. Any and all costs incurred by County for the Certified Public Accountant hired by the County to prepare the required financial statements, including an administrative fee equal to fifteen percent (15%) of those costs.

In addition to any other remedies available to County at law or in equity or under this Agreement Failure to complete this requirement may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 24).

E. Audits: All of the Contractor's books of account and records and supporting source documents related to this Agreement or to business operations conducted within or from the Airport shall be kept and made available to County at one location within the limits of the County of Orange. County shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account and records and supporting source documents at any and all reasonable times for the purpose of determining the accuracy thereof, and of the monthly statements of gross receipts made and monies received.

Auditor-Controller, upon request of Contractor and at said Auditor-Controller's sole discretion, may authorize the above-referenced books and records and supporting source documents to be kept in a single location outside the limits of Orange County provided Contractor shall agree to pay all expenses, including, but not limited to, transportation, food, and lodging necessary for Auditor-Controller to send a representative to audit said books and records. Said right shall not be exercised by Auditor-Controller more than once each Accounting Year.

Contractor shall retain records for a period of the balance of the Accounting Year in which the record was created, recorded, or otherwise prepared, plus five (5) years regardless of when

this contract expires, or the contract terminated. County or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of five (5) years after final payment or longer if permitted by law.

The full cost of any audit or review, as determined by County, shall be borne by County. However, Contractor shall bear the full cost of any audit or review if any of the following conditions are found to exist as a result of the audit or review in accordance with Attachment D – Schedule of Deductions (item 21):

1. The audit reveals an overpayment of more than one percent (1 %) between the amount due Contractor as calculated by the audit or review and the amount paid by County to Contractor as determined by said audit.
2. The audit reveals an underpayment of more than one percent (1%) between the revenue due the County as reported and paid by Contractor in accordance with this Agreement and the revenue due as determined by said audit.
3. Contractor has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with this section. The adequacy of records shall be determined at the sole discretion of County's Auditor-Controller.

Otherwise, County shall bear the cost of said audit, excluding the aforementioned expenses related to audit of documents kept outside the limits of Orange County.

Upon the request of Auditor-Controller, Contractor shall promptly provide, at Contractor's expense, necessary data to enable County to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this Agreement and to Contractor's use of the Airport. Such data shall include, if required, a detailed breakdown of Contractor's receipts and expenses.

F. Failure to Maintain Adequate Records: In addition to any other remedies available to County at law or in equity or under this Agreement, in the event that Contractor fails to maintain and keep books, records and accounts of gross receipts from business operations conducted on or from the Airport and/or source documents relating thereto, or to make the same available to Auditor-Controller for examination and audit, or to record sales and/or to maintain registers to record sales, or to provide financial statements and other information to Auditor-Controller regarding gross receipts as required by this Agreement, Auditor-Controller, at Auditor-Controller's option, may:

1. Perform such examinations, audits and/or investigations itself or through agents or employees as County and/or its auditors may deem appropriate to confirm the amount of percentage fees payable by Contractor under this Agreement and any and all costs and/or expenses incurred by County in connection therewith shall be promptly reimbursed to County by Contractor upon demand.
2. Provide accounting services and/or a system for recording gross receipts and charges, including without limitation cash registers, for use by Contractor in business transactions upon or from the Airport, and, at County's option, maintain personnel on the Airport to observe and/or record such sales during Contractor's business hours, or from time to time, all at Contractor's sole cost and expense and, in such event, Contractor shall

promptly reimburse County for any and all costs incurred by County in connection therewith; and/or

Require that Contractor pay percentage fees based on County's best good faith estimate of Contractor's gross receipts from business operations conducted on or from the Airport and any such determination made by County shall be conclusive and binding upon Contractor.

3. Costs payable by Contractor pursuant to this section shall include reimbursement to County of County provided services at such rates as County may, from time to time, in good faith, establish for such services. In the case of services provided by County's employees, such rates shall be sufficient to reimburse County for employees' salaries, including employee taxes and benefits and County's overhead or, at Auditor-Controller's option, may be the rate for such services that would be charged by a qualified third party or parties, approved by Auditor-Controller, if engaged by County to perform such services.

X. PARKING AND VALET – PROVISIONS AGAINST SET-OFFS

It is the obligation of Contractor to submit all revenues free of any set-offs or claims, at the times specified in this Agreement. In the event that Contractor desires to contest the validity or amount of any such fees or charges, Contractor shall first pay the same to County and may then seek a refund by submitting a request in writing to John Wayne Airport, Accounting Services, 3160 Airway Avenue, Costa Mesa, California 92626.

XI. SHUTTLE SERVICES

Contractor will operate one shuttle route for both Courtesy Shuttle Services and Employee Shuttle Services (collectively "Shuttle Services): Main Street Lot to/from the Terminal or as otherwise directed by County. The round trip mileage of the Main Street route is approximately four (4) miles. The T-Lot is currently not in use however; should future shuttle service to this lot be requested, Contractor shall provide the Courtesy Shuttle Service every day of the year without exception and the Employee Shuttle Service 24 hours per day, every day of the year without exception. There are six shuttle stops in the Main Street Lot. Passengers who park in the Main Street Lot will be picked up at the shuttle stops located in the Main Street Lot and dropped off curbside on the upper roadway adjacent to all three (3) Terminal locations. Deplaning passengers will be picked up on the lower level (Arrival Level) of the Terminal in the Ground Transportation Center (GTC) and at the Terminal C designated location (column number 13), and returned to their shuttle stops in the Main Street Lot. Employees going to and from the Terminal will be picked up and dropped off at designated shuttle stops in the Main Street Lot and at the Terminal on both the upper and lower roadway depending on the time of the day. The JWA authorized shuttle schedule, fulfilled by the Contractor seeks to ensure that patrons will wait no longer than 15 minutes and airport employees will wait no longer than 10 minutes for a shuttle at any shuttle stop.

A. Deliverables: Contractor shall provide the following.

1. Five (5) 14-passenger Contractor Shuttles for Courtesy Shuttle Services for the interim until the long term shuttles can enter service.
2. Five (5) 28-passenger Contractor Shuttles for Employee Shuttle Services for the interim until County-Owned Electric Buses can enter service.

3. All Contractor Shuttles shall be California Air Resource Board (CARB) certified Ultra-Low-Emissions Vehicles (ULEV), Super-Ultra-Low-Emissions Vehicles (SULEV) and California DOT compliant.
4. All Shuttle Drivers are required to fulfill Shuttle Services as define in Attachment A - Scope of Work.
5. One (1) Office Facility (new or used leased trailer) in the Main Street Lot from which to manage the Shuttle Services as define in Attachment A - Scope of Work.
6. One (1) Maintenance Facility as define in Attachment A - Scope of Work.

B. Interim Shuttle Specifications:

1. **Courtesy Shuttle Operations:** Contractor is to provide five (5) of the following cutaway shuttles and replace with Five new (never used) shuttles within 1 year.
 - Cutaway Shuttles:
 - 2013 or newer 25' or less, perimeter or forward seating 14 plus driver, ADA accessible, airport configuration (luggage rack), alternative fuel shuttles.
2. **Employee Shuttle Operations:** Contractor is to provide a combination of five (5) of the following Cutaway shuttles and Transit Buses until the County Owned Buses (Proterra) are in operation.
 - Cutaway Shuttles:
 - 2012 or newer 35' or less, perimeter or forward seating 28 plus driver, ADA accessible, airport configuration (luggage rack), alternative fuel shuttles
 - Transit Buses:
 - 2007 or newer 40' or less, perimeter and/or forward seating 28 plus driver, ADA accessible, airport configuration (luggage rack), alternative fuel shuttles
3. **Shuttles Images:**
 - Cutaway Shuttles:



Glaval Universal

- Transit Buses:



C. Long Term Shuttle Specifications:

1. Courtesy Shuttle Operations:

Contractor shall provide five new (never used) (5) 14-passenger Contractor for Courtesy Shuttle Services within 1 year. Shuttles shall be built to meet or exceed County specifications.

- Cutaway Shuttles (available fleet):
 - (5) New 2024 Ford F550 Diamond VIP 3500 14 passenger – CNG Fuel
 - (5) New 2024 Ford E450 Micro Bird D Series 14 passenger ADA Buses – CNG Fuel

2. Shuttles Images:

- Ford F550 Diamond VIP 3500:



Diamond VIP3500

- Ford E450 Micro Bird D Series:



MicroBird D Series

C. Operational Requirements:

Contractor shall operate the Courtesy Shuttle Service and Employee Shuttle Service in a competent, efficient, and professional manner in accordance with the terms of this Contract, and at least comparable to other well managed operations of similar type. There will be no charge by Contractor to the traveling public or employees for these services. In order to ensure a high level of customer service, Contractor shall comply with the following requirements:

1. Hours of Operation: For the Courtesy Shuttle Service, the Contractor will minimize idling at scheduled stops and limit passenger wait times at each scheduled stop to no more than 15 minutes. Employee Shuttle shall not dwell (stop, stand, wait, or park) longer than two (2) minutes at any one location, except while in the process of picking up or dropping off employees or while obeying the California Vehicle Code to limit employee wait times at each scheduled stop to no more than ten (10) minutes. Courtesy Shuttles or Employee Shuttles dwelling in excess of this specification may be assessed penalties in accordance with Attachment D – Schedule of Deductions (item 3).
2. Delayed Flights/Special Events: County shall notify Contractor if any flights have been diverted. If any flight has been diverted and airlines are bringing passengers to the Airport, County shall notify Contractor the number of Courtesy Shuttle Service that will be required to stay on duty 30 minutes beyond the actual arrival of ground transportation Courtesy Shuttle transporting passengers to the Airport. Upon 24-hour notice, Contractor shall provide Courtesy Shuttle Service as requested by County Project Manager for special tours, job inspections, special events, and emergencies. Any hours incurred for services provided under this section for late arriving flights and special service requests shall be billed to the Airport with no minimum number of hours.
3. Courtesy Shuttle Service/Employee Shuttle Schedule: Contractor shall operate the Courtesy Shuttle Service/Employee Shuttle Service in accordance with the initial hours of operation approved by County Project Manager as shown in Attachment E – Courtesy Shuttle Service/Employee Shuttle Schedules. Contractor shall monitor schedule to assure adherence by drivers and operate and manage the services and facilities offered in accordance with such approved schedule and procedures. Failure of the Contractor to operate the correct number of Courtesy Shuttles or Employee Shuttles according to the agreed Courtesy Shuttle Service/Employee Shuttle Schedules may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 8).
4. Control of Shuttles: Any Courtesy Shuttles or Employee Shuttles taken out of service by Contractor shall be reported to County Project Manager or designee, stating the reason for the service reduction and the approximate time in which full service will be restored. If for any reason, any shuttle becomes inoperable, Contractor shall replace the inoperable shuttle within one hour with an equivalent substitute shuttle to maintain the approved schedule. Failure to do so may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 8).

5. Hand Held Radio: Contractor shall provide the Airport Operations Division with a hand-held two-way radio to facilitate communications with Courtesy Shuttles or Employee Shuttles when requested.
6. Courtesy Shuttle Service/Employee Shuttle Route: Contractor shall provide Courtesy Shuttle Service between the Terminal and Main Street Lot and provide Employee Shuttle Service between the Terminal and Main Street Lot. Contractor shall utilize routes shown on Attachment H – Maps, subject to change, as otherwise designated by County Project Manager. Courtesy Shuttles or Employee Shuttles shall utilize the designated scheduled stops in the Main Street Lot, the designated drop off/pick-up areas at the curb on both the upper/lower roadway, and the designated scheduled pick up stops at the GTC and Terminal C. Deviation from the Courtesy Shuttle Service/Employee Shuttle Route is prohibited without the approval from County Project Manager. Courtesy Shuttles or Employee Shuttles shall not be stopping/standing/waiting/parking in excess of permitted timeframe. Failure to complete this requirement may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 4)
7. Operating County-Owned Electric Buses:
See Attachment I- County Vehicle Rules and Regulations for County requirements when operating a County-Owned Electric Buses. Copy of these requirements shall be maintained at all times in the County-Owned Electric Buses. Contractor shall provide maintenance and repairs for County-Owned Electric Buses owned by the County per Attachment A – Scope of Work which includes the following:
 - Contractor shall obtain, pay for, and maintain in full force and effect throughout the term of this contract, automobile insurance which covers each County-Owned Electric Buss in accordance with the Indemnification and Insurance paragraph of this agreement.
 - Upon the request of JWA, whether verbal or in writing, Contractor shall, without prior notice needed, immediately provide JWA with the current location of each County-Owned Electric Buss.
 - At is sole discretion, JWA may at any time require the return of any County-Owned Electric Buss provided to Contractor. Further, it is understood by the parties that any County-Owned Electric Buss are to be surrendered immediately are in good working order and condition to County upon termination of this agreement.
 - Contractor shall maintain a current Operation Manual specifying the operating procedures to be followed by Contractor for the County-Owned Electric Buses. Contractor shall provide an Operation Manual to County Project Manager for approval within 14 days after award of Contract. Upon County Project Managers' approval, two (2) copies of the Operation Manual shall be provided to County Project Manager. Any subsequent changes or revisions to the Operation Manual shall be approved in writing by County Project Manager prior to its implementation. Contractor agrees to a deduction from fee payment of \$100 per day for each day the Operation Manual is submitted after the aforementioned required timeframe.
 - Said Operation Manual and the operating procedures contained therein are hereby incorporated into and included as part of this Contract, including any subsequent County approved changes or revisions. Contractor agrees to operate the County-Owned Electric Buses in compliance with the provisions of the Operation Manual.

- The manual should be as specific and detailed as possible in describing Contractor's operation of the County-Owned Electric Busses. The following elements shall be included in the Operation Manual:
 - Introduction and Purpose
 - Contact Information
 - Company Management
 - Project Manager
 - Shift Supervisors
 - Customer Relations
 - Emergency Management
 - Resolving passenger complaints
 - Handling of shuttle incidents / claims
 - Maintenance Procedures
 - Facilities
 - County-Owned Electric Busses
 - Personnel
 - Dress and conduct codes
 - Policy for absences and providing replacement personnel
 - Timecard procedures
 - Invoice and Audit Procedures
 - Manual shall include sample reporting forms such as billing reports, daily passenger counts, drivers' logs, etc.
- Contractor shall require each person employed by the Contractor to provide the services set forth in this agreement to read the rules and regulation for use of County Vehicles, attached hereto as Attachment I – County Vehicle Rules and Regulations. In addition, employees authorized by Contractor to drive the County-Owned Electric Buss and their supervisor shall discuss these rules, regulations, and procedures. The supervisor shall reasonably ascertain that employees understand their responsibilities before the employees operate the County-Owned Electric Buss.
- Contractor shall place and maintain a copy of these rules and regulations together with a proof of insurance in each County-Owned Electric Buss in possession of Contractor.
- Contractor shall use a County-Owned Electric Buss only for official County business. Contractor shall use a County-Owned Electric Buss only to provide the services set forth in the Support Services paragraph to the agreement and shall operate any County-Owned Electric Buss in a courteous, reasonable, and prudent manner, and in accordance with all applicable state and local laws, ordinances, and regulations. County-Owned Electric Buss shall not be operated outside the County of Orange unless specifically authorized, in writing, by JWA.

- Operators and occupants of any County-Owned Electric Buss shall use the seat belts and shoulder harnesses with which the County-Owned Electric Buss is equipped.
- Exterior/Interior of County-Owned Electric Busses – Contractor shall not under any circumstances, modify the exterior or interior of any County-Owned Electric Buss in any way from the condition in which it was received, including the addition or removal of any equipment, and the painting of any numerals, letters or logos on the County-Owned Electric Busses unless authorized by County Project Manager.
- Contractor shall notify JWA, in writing, within twenty-four (24) hours of any changes in the list of employees authorized to drive each County-Owned Electric Buss. For additions to the list of authorized drivers, Contractor shall submit a copy of the driver's license and DMV printout for each employee added. The date of the DMV printout should be no earlier than thirty (30) calendar days from the date the employee was authorized to drive each County-Owned Electric Buss.
- Contractor shall submit to JWA by the tenth (10th) business day of each month, a copy of each Shuttle Driver Report, as described below in Shuttle Driver Report section D, subsection 5 and copies of receipts and invoices of maintenance and repair expenses incurred for each County-Owned Electric Buss during the prior month.
- Contractor shall notify JWA, in accordance with the Notices paragraph of this agreement, of any collisions or incidents involving a County-Owned Electric Buss. Contractor shall investigate any damage or misuse of the County-Owned Electric Busses, and shall report such damage and misuse to JWA, together with any recommendations made, and action taken, to prevent such damage or misuse in the future.
- Contractor shall develop and maintain procedures to be followed by the County-Owned Electric Busses operator in case of a collision involving a County-Owned Electric Buss. Procedures to be followed by the operator of a County-Owned Electric Buss in the event of a collision shall include, but not be limited to:
 - i. Request local Police or California Highway Patrol (CHP) to make an investigation of the collision and advise the Police or CHP if an ambulance is required or if a traffic hazard is created by the damaged County-Owned Electric Busses.
 - ii. Immediately advise supervisor of any collisions and proceed as follows:
 - DO NOT discuss details of the collision or the events leading thereto with anyone other than to provide brief answers to questions asked by the investigating officer(s).
 - DO NOT argue or try to place blame for the collision.
 - DO NOT attempt to negotiate or make any promise to other parties involved.
 - iii. Identify oneself to other parties:
 - Show driver's license to other parties involved.
 - Provide other parties involved with Contractor's name, work telephone number, County-Owned Electric Busses license plate number and the name of the insurance carrier providing coverage on the County-Owned Electric Busses.
 - iv. Identify and obtain the name(s) of the driver(s) of other County-Owned Electric Busses (s) involved through driver's license(s):
 - Inquire whether the address on the license is current.

- Request a residential address and a business telephone number.
- v. Obtain the names(s) of any other passenger(s) in the County-Owned Electric Busses involved, the County-Owned Electric Busses license plate number and the name(s) of anyone who witnessed the collision.
 - vi. Reporting the Collision: Immediately notify the County Project Manager and Complete County of Orange Vehicle Collision Report Form (reference Attachment I – County Vehicle Rules and Regulations). Contractor shall prepare five (5) copies of the report, retaining one (1), and delivering the other four (4) within twenty-four (24) hours to JWA.
 - vii. Investigation of Collision: Circumstances surrounding a collision may be investigated by local law enforcement authorities, County, County of Orange CEO/Risk Management, or the insurer representing County. Contractor and employee(s) shall cooperate with investigators representing County. Any inquiries from other sources shall be referred to the County of Orange CEO/Risk Management.
8. CPUC Permits: Contractor shall possess and maintain all permits required by the California Public Utilities Commission (CPUC) for all shuttles servicing the Airport during the entire term of this Contract.

F. Administration

1. Reports: Contractor shall provide the following reports on a monthly basis and in a format acceptable to County Project Manager:
 - a. Passenger Statistics: On or before the 15th day following the end of the month, Contractor shall submit to County Project Manager a report which includes a daily count, based upon pick up points, with hourly counts, daily totals in a format acceptable to County, of all passenger and employees transported in the shuttles during the prior month. Contractor shall provide a description and fee for an optional installation of Automated Passenger Counters (APC) on each Courtesy Shuttles or Employee Shuttles.
 - b. Passenger Complaint and Resolution: On or before the 15th day following the month ended, Contractor shall submit a monthly report to County Project Manager summarizing service complaints, property damage complaints or any other complaints received during the preceding month as well as the resolution, if known, of such matters.
 - c. Failure to provide accurate and complete reports in a format acceptable to County Project Manager within the time frame required may result in deduction from fee payments, as specified in Attachment D – Schedule of Deductions (item 12).
2. Timekeeping Hierarchy: JWA shall use the monitoring system as the primary means of determining accuracy of any Contractor billing and compliance with any contractual provisions. Should data from this system ever be unavailable or deemed unreliable, secondary records shall be used including the timekeeping system, AVI (automated vehicle identification) system, and/or Shuttle Driver reports.
3. Timekeeping Rounding: All fees paid to the Contractor for hours worked will be rounded to the nearest tenth (1/10) of an hour (:00, :06, :12, :18, :24, :30, :36, :42, :48, :54) based on when Contractor is providing the required services, either at the start or end of a schedule approved by JWA. When a service is scheduled to start, time will be rounded forward to the nearest tenth of an hour, e.g., a shuttle that has a recorded start time of 1125 hours will be rounded forward to 1130 hours. When a service is scheduled to end, time will be rounded backwards

to the nearest tenth of an hour, e.g., a shuttle that has a recorded end time of 1129 hours will be rounded back to 1124 hours.

4. Time Makeup: Contractor shall not bill for any time outside of the approved Courtesy Shuttle Service and Employee Shuttle Schedule.
5. Employee Parking: Contractor's employees desiring to park their personally owned vehicles at the airport shall do so in the Main Street Lot or as designated by County Project Manager and will be required to pay the monthly employee parking fee. Contractor's employees who are keycard holders shall abide by all requirements of the JWA Employee Parking Policy & Procedures.
6. Levying Charges Prohibited: Under no circumstances will Contractor, its drivers or employees levy charges of any kind to passengers using the Courtesy Shuttle Service and Employee Shuttle Service. However, Contractor's employees driving for the Courtesy Shuttle Service may accept gratuities as long as they are unsolicited. Tip containers, similar devices or leaving money within view to collect or encourage gratuities is expressly prohibited. Contractor's employees driving for the Employee Shuttle Service are expressly prohibited from receiving gratuities of any kind.
7. Records: It shall be Contractor's responsibility to maintain adequate records and complete County forms to support fees paid under this section.

Contractor represents and agrees that failure by Contractor to maintain records in compliance with Article "AA" Audits/Inspections precludes Contractor from maintaining any request or claim for compensation from or against County for any time periods for which such records were not kept and constitutes a waiver by Contractor of any such claim(s) against County for such time period(s).

8. Monitoring Systems: Each Courtesy Shuttles or Employee Shuttles must be equipped with a Global Positioning System (GPS) or similar device to allow automated tracking by County and a Closed-Circuit Television (CCTV) camera system to monitor Courtesy Shuttles and Employee Shuttle activities (as approved by the County Project Manager). Contractor is solely responsible for installation, maintenance, repairs, and operation of the GPS monitoring systems on all Courtesy Shuttles and Employee Shuttles and the CCTV camera system on the Contractors Shuttles as a reimbursable expense.
9. GPS: The GPS shall be a commercially available web-based telematics application designed specifically for electronic fleet management and approved by County Project Manager. The system must be capable of recording and reporting the following at all times without exception:
 - a. Real time Courtesy Shuttles or Employee Shuttles status including Shuttle Driver name, shuttle speed, and shuttle mileage.
 - b. In/out of lot times, i.e., time entering Main Street Lot, time exiting Main Street Lot and Identify shuttle dispatch times.
 - c. Arrival/departure time on route
 - d. Courtesy Shuttles or Employee Shuttles location on area map
 - e. Hours in Courtesy Shuttles or Employee Shuttles route /time
 - f. Courtesy Shuttles or Employee Shuttles out of service times
 - g. Staging/dwell time in the GTC/Main Street Lot and terminal shuttle stops
 - h. Courtesy Shuttle Service and Employee Passenger wait times between scheduled stops at the GTC/Main Street Lot and terminal scheduled stops.

- i. Courtesy Shuttles or Employee Shuttles off-route alerts (gas, maintenance and/or washing), geofencing.
 - j. GPS System device shall transmit data wirelessly from Courtesy Shuttles or Employee Shuttles to a central database. County Project Manager shall have unrestricted and direct access to the GPS system from up to two Terminal Administration offices.
 - k. Should any GPS fail to operate in accordance with the manufacturer's specifications, Contractor shall notify County Project Manager, within one-hour of discovery, the problem, applicable shuttle, and the estimated timeframe for repair. County Project Manager shall retain the right to require the applicable shuttle be placed out of service until the GPS has been repaired. Failure to notify County Project Manager as required or operating a shuttle with a malfunctioning GPS may result in assessment of penalties as described in Attachment D – Schedule of Deductions (item 5).
10. **CCTV:** The CCTV system shall be a commercially available digital video recording (DVR) based system specifically designed for use in Courtesy Shuttles or Employee Shuttles and approved by County Project Manager.
- a. System specifications are as follows:
 - 1. 4 TB minimum DVR storage space in a shock and vibration resistant casing.
 - 2. All data recorded shall be time/date stamped.
 - 3. Ability to activate an event mode/full motion recording (30 frames-per-second or greater) from impact sensor or driver button.
 - 4. Multiple resolution recording settings.
 - 5. Audio recording synchronized with image recording.
 - 6. Cameras shall have capture resolution of 2048 x 1536 or better.
 - 7. Software allowing playback of recorded audio/video and ability to download data to alternative media or network storage.
 - b. Cameras, which shall be housed in low profile, vandal-resistant housings, shall capture passengers, driver, side, rear, and driver's front view concurrently.
 - c. The system shall monitor activity whenever the shuttle is operating, recording at a slower rate during non-events and full motion during exception events designated by Contractor.
 - d. County Project Manager shall have unrestricted access to the system upon demand.
 - e. Should any CCTV monitoring system fail to operate in accordance with the manufacturer's specifications, Contractor shall notify County Project Manager, within one-hour of discovery, the problem, applicable shuttle, and the estimated timeframe for repair. County Project Manager shall retain the right to require the applicable shuttle be placed out of service until the CCTV monitoring system has been repaired. Failure to notify County Project Manager as required or operating Courtesy Shuttles or Employee Shuttles with a malfunctioning CCTV monitoring system may result in assessment of penalties as described in Attachment D – Schedule of Deductions item 6.

G. Personnel:

Contractor shall be responsible for providing trained drivers and overall management staff including on-site supervision as scheduled, in accordance with the terms of this Contract, for operation of the Courtesy Shuttle Service and Employee Shuttle Services.

1. Contractor's Shuttle Manager: The responsibilities of the Contractor's Shuttle Manager will be to direct Contractor's efforts in fulfilling the obligations under this Contract.
 - a. Contractor shall designate in writing to County Project Manager. Contractor's Shuttle Manager shall be responsible for the day-to-day operation and level of general order.
 - b. Contractor's Shuttle Manager shall be available twenty-four (24) hours a day, every day of the year, via a wireless phone and must respond to any JWA's call within one (1) hour. The Manager shall be available upon 15 minutes notice during regular business hours (8 a.m. to 5 p.m., Monday through Friday, (excluding County and Contractor's observed holidays). Failure to respond within the allotted time more than three times per Contract year may result in penalties in accordance with Attachment D – Schedule of Deductions (item 11).
2. Shift Supervisors: The responsibilities of the Shift Supervisors shall include, but not be limited to, managing time shuttle intervals and spacing, training employees, communicating instructions, counseling personnel, reviewing driver activity reports, preparing accurate passenger statistical reports, ensuring that service is operated in an efficient, safe, courteous and orderly manner at all times, resolving passenger complaints, ensuring the cleanliness of shuttles, notifying Contractor's maintenance shop of Contractor Shuttles and County-Owned Electric Buses break downs and arranging for Shuttle Driver replacements.
 - a. The Shift Supervisors shall report to Contractor's Shuttle Manager.
 - b. Contractor shall at all times maintain qualified and experienced personnel to manage and oversee Contractor's Courtesy Shuttle Service and Employee Shuttle Service and provide a high standard of service to the passengers utilizing its services. The Shift Supervisors shall be onsite during all shuttle operating hours for both the Courtesy Shuttle Service and Employee Shuttle Service operation during shuttle service operating hours, failure of the Contractor to comply with this requirement may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 11).
 - c. **Shift Supervisors shall be available via wireless phone at all times during their schedule.**
 - d. Shift Supervisors shall not provide breaks of any kind or act as a relief driver (except for the overnight shift supervisor). The Shift Supervisors shall be available for providing temporary backup during peak passenger and Terminal Employee travel periods or when required to maintain passenger wait times.
 - e. Shift Supervisors may not co-manage or otherwise serve in any other capacity under any other agreement at the Airport, or otherwise fulfill any position of any shift either specified or not specified in the authorized Courtesy Shuttle and Employee Shuttle schedule.
3. Contractor shall designate in writing to County Project Manager prior to commencement of the Contract the names of Contractor's Shift Supervisors. This list shall be provided to County Project Manager whenever applicable names change.
4. Shuttle Drivers: Contractor shall employ all needed personnel to operate the Courtesy Shuttle Service and Employee Shuttle Service. All personnel employed by Contractor as Shuttle Drivers must be fully qualified to operate the shuttles specified herein:
 - a. Drivers must possess a valid State of California Class B Commercial Driver License with a passenger endorsement of the type required for the Contractor Shuttle or County-Owned Electric Buses (including air brake endorsement for those drivers operating the County-Owned Electric Buses).

- b. All drivers shall be at least 18 years of age and shall be able to communicate clearly in the English language.
 - c. Courtesy Shuttles or Employee Shuttles drivers report to the Contractor's Shuttle Manager or Shift Supervisor.
 - d. Drivers shall at all times wear photographic identification badges and name plates with company and driver's name clearly visible and of a design approved by the County Project Manager.
5. Shuttle Driver Report: Contractor shall ensure each Shuttle Driver operating Courtesy Shuttles or Employee Shuttles under the terms of this Contract shall complete a Shuttle Driver report at the end of his/her shift. Said report shall be in a format acceptable to County Project Manager, and at a minimum shall include the following information: date, name of driver, shift, start and end time, vehicle identification number, verification of shuttle inspection performed, number of passengers boarding per hour by location, periods when the shuttle was removed from service, starting/ending mileage, driver's signature and supervisor's initials. Contractor's failure to accomplish a complete Shuttle Driver report shall result in assessment of penalties as described in Attachment D – Schedule of Deductions (item 12).
6. Uniform/Dress Code: Contractor shall require its employees to be properly dressed at all times. Contractor shall require all employees working in view of the public, except management employees, to wear clean and neat uniforms of a design approved by County Project Manager. Acceptable uniform standards are a short-sleeved button down shirt or polo, full-length dark pants, dark shoes, lightweight jacket or sweater vest, and company-issued photo identification badge with Contractor's company and driver's name clearly visible. Uniforms shall be worn at all times by employees on duty.
7. Employee Conduct: Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. It shall be the responsibility of Contractor to maintain close supervision over such officers, agents, employees, and representatives to assure the rendering of a high standard of service to the traveling passengers.
- a. Contractor shall require its attendants and employees to be, clean, courteous, efficient, and neat in appearance at all times, and shall not employ any person(s) in or about the Airport who shall use offensive language or act in a loud, boisterous, or otherwise improper manner.
 - b. While at the Airport, Contractor's employees shall comply with the standards of demeanor adopted from time to time by County Project Manager, including without limitation, no smoking or consumption of food or beverages while in view of the passengers or in Courtesy Shuttles or Employee Shuttles. At no time shall Contractor personnel interact with friends and family not employed at the Airport on or about any shuttle. Employees shall handle shuttles in a manner that is safe and prudent at all times and shall not use in any manner any cell phones or mobile communication devices while operating Courtesy Shuttles or Employee Shuttles (except for the device used to coordinate shuttle spacing or to call 911 or Airport Police Services); violations of this requirement may result in assessment of penalties as described in Attachment D – Schedule of Deductions (item 22).
 - c. Periodic inspections concerning the conduct, demeanor and appearance of Contractor's personnel employed in providing the Shuttle Service shall be made by County Project Manager or designee. Upon objection from County Project Manager or designee concerning the conduct, demeanor or appearance of offending officers, agents, employees, or representatives whose conduct is detrimental to the best interests of the passenger, Contractor shall forthwith take all steps necessary to remove the cause of the objection, or

upon request of County Project Manager, remove the employee from engaging in any responsibilities related to this Contract.

8. **Driver Hiring and Training:** Contractor shall have a driver hiring and training plan in place for the Courtesy Shuttle Service and Employee Shuttle Service. As part of the hiring process, Contractor shall:
 - a. Conduct fingerprinting and drug and alcohol testing on each candidate.
 - b. Participate in the DMV Pull Notice program and conduct drug and alcohol testing of all drivers twice each year.
 - c. Provide an employee training program to include such topics as operating the shuttle in a safe manner while observing posted speed limits and traffic laws, ADA training, displaying a positive attitude when greeting and assisting passengers, helping passengers with luggage, communicating with dispatch via radio, accurately documenting trip activities and passenger counts, and immediately reporting any customer service issues to management.
 - d. Ensure that all applicable personnel are fully trained to operate and/or fuel vehicles.
 - e. Conduct on-going, regularly scheduled safety and customer service training programs. ADA training for each driver will be conducted quarterly and the names provided to the County Project Manager.
 - f. Contractor shall require all of its drivers and shift supervisors involved in providing service, and those employees subsequently employed by Contractor, to attend a training orientation class. This orientation shall review performance standards and standard Operating Procedures, Including Customer Service and Shuttle Inspection Procedures.
9. **Vehicle Incident:** Individuals will be tested for drugs and alcohol after a Courtesy Shuttle or Employee Shuttle incident involving the driver. An incident shall be defined as the collision with another vehicle, pedestrian, building, stationary or moving object, regardless of the amount of damage. Failure of any Contractor's staff to pass the required drug test at the time of the vehicle incident shall result in their immediate removal from this Contract and Contractor shall be assessed penalties in accordance with Attachment D – Schedule of Deductions (item 2).
10. **Staffing Plan:** County Project Manager reserves the right to approve and/or amend any staffing plan implemented by Contractor to comply with the terms and conditions of this Contract. In the event of an absence by an employee or an unforeseen increase in demand for shuttle services, Contractor shall provide additional employees and shuttles within a time period not to exceed one hour.

H. Contractor Shuttles and County-Owned Electric Buses Specification, Maintenance and Usage:

Contractor shall operate a combination of Contractor Shuttles and County-Owned Electric Buses as specified below.

1. Courtesy Shuttles or Employee Shuttles Routes:
 - a. Main Street Employee Route (Contractor Shuttles at contract's commencement): five (5) shuttles new or used (model newer than 2016), Contractor preowned or leased specifically for this Contract, shall be required for the operation of the Employee Shuttle Service; four (4) shuttles shall be operated during peak periods, with one (1) shuttle reserved for backup and special request usage. For failure to comply with vehicle standards, Contractor shall be assessed penalties in accordance with Attachment D – Schedule of Deductions (item 1).

- b. Main Street Employee Route (County-Owned Electric Buses upon availability): five (5) County-Owned Electric Buses shall be provided for Contractor's use pursuant to this Contract. Four (4) shuttles shall be operated during peak periods, with one (1) shuttle reserved for backup and special request usage. These shuttles are Zero-Emission Vehicles (ZEV). If the minimum available shuttle for use drops below four (4) due to mechanical or other issues, the Contractor shall provide additional shuttles within one (1) hour to maintain the required service schedule. The replacement shuttles shall be 28-passenger shuttles.
- c. Main Street Courtesy Shuttle Service Route (Contractor Shuttles at contract's commencement): Five (5) new (never used shuttles) leased specifically for this Contract, will be required for the operation of the Courtesy Shuttle Service. Three (3) shuttles will be operated during peak periods, with two (2) shuttles reserved for backup and special request usage. If the minimum available shuttle for use drops below three due to mechanical or other issues, the Contractor will provide additional shuttles within one (1) hour to maintain the required service schedule. The replacement shuttles will meet, at a minimum, the same fuel and size requirements of the existing fleet.
- d. While awaiting delivery of new Contractor Shuttles, County may allow used Contractor Shuttles (model newer than 2016) to be used for up to twelve (12) months, unless precluded by requirements of South Coast Air Quality Management District (SCAQMD) Rule 1194 or other state, local, or federal fleet requirements. Shuttles which are not CARB certified shall only be allowed during the first twelve (12) months of operation while waiting for the new shuttles, provided they are existing shuttles in the Contractor's fleet. In no event does this requirement or the twelve-month interim period allowed preclude any requirements of the SCAQMD Rule 1194 or any other applicable local, state, or federal fleet requirement.
- e. All Contractor Shuttles shall be California Air Resources Board (CARB) certified Ultra-Low-Emission Vehicles (ULEV), Super-Ultra-Low Emissions Vehicles (SULEV) and California DOT compliant. Failure to complete this requirement may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 1).
- f. Failure of the Contractor to procure required Contractor Shuttles within the specified time frames or operate the required Contractor Shuttles may result in termination of the Contract in accordance with Article L of the General Terms & Conditions or assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 23).

2. ADA Compliance:

Contractor provided shuttles must comply with any and all regulations in the Americans with Disabilities Act of 1990 (ADA).

3. Exclusive Use for Airport:

Contractor Shuttles and County-Owned Electric Buses designated for this operation are to serve only visitors and employees assigned to work at the Airport and may not be used by Contractor for any other business purpose which is unrelated to its Airport operation unless express written permission is granted by County Project Manager. Contractor Shuttles may be stored overnight in the Main Street Lot with County Project Manager's approval. Security of all Contractor Shuttles and County-Owned Electric Buses shall be the sole responsibility of Contractor.

4. Shuttle Requirements:

Contractor Shuttles specified in this section shall be operated, serviced, and maintained by Contractor in strict conformity with all applicable laws, rules, and regulations, including but not limited to the SCAQMD, ADA, and with the provisions contained in this Contract.

Operator provided shuttles may be owned, leased, or rented, but shall be licensed and registered in a manner consistent with the Vehicle Code of the State of California.

Contractor Shuttles and County-Owned Electric Buses shall display signage approved by County Project Manager, in a manner which readily identifies the shuttle as a John Wayne Airport Courtesy Shuttle Service or Employee Shuttle Service and is to be numbered or marked on each shuttle's exterior and interior for identification purposes. No signs, advertisements or displays of any nature whatsoever shall be placed in or on said shuttles by Contractor without the express written consent of the County Project Manager. Contractor's shuttles shall have a "No Smoking" sign positioned so that it faces the passenger section of the shuttle. Smoking shall not be permitted at any time in said shuttles.

Main Street Shuttles must have adequate space to carry passengers and their luggage, including a luggage rack, and shall be fully equipped with comfortable seats, handrails, heating and air-conditioning systems and all safety equipment necessary for compliance with applicable local, state and federal regulations. Employee Shuttle Service provided by the County have adequate space to carry passengers, including standing passengers during peak periods, and are fully equipped with comfortable seats, handrails, ceiling grab rails, grab rails on all seat backs, heating and air-conditioning systems and all safety equipment necessary for compliance with applicable local, state and federal regulations. Shuttle radios shall be tuned to an appropriate station, with the volume set a level not offensive to listeners, subject to review and approval by County Project Manager.

Contractor Shuttles and County-Owned Electric Buses shall be equipped with radios or other communication devices that enable drivers and Contractor to be in communication with each other. County reserves the right to affix transponders or similar device to Contractor's shuttles to monitor circulation of said shuttles. The Airport may charge the Contractor to cover the replacement cost should any device be lost, stolen, or damaged.

It shall be the responsibility of Contractor to obtain all required gate remotes for lot access from the Airports PARCS provider.

5. Minimum Contractor Shuttle Specifications:

Contractor shall be responsible for obtaining and equipping their shuttles with the following minimum specifications:

- a. White in color.
- b. Maximum length of each Courtesy Shuttle Service shuttle: 25' or less.
- c. Shuttle configuration for Courtesy Shuttle Service shuttles shall be perimeter seating and shall seat a minimum of 14 passengers plus the driver.
- d. Courtesy Shuttle Service shuttles shall have an Interior Luggage rack.
- e. Passenger seating for the Courtesy Shuttle Service shuttle should consist of upholstery and be scotch guarded. All passenger seating shall be equipped with under-seat retracting seat belts.
- f. Maximum length of each Employee Shuttle Service Shuttle: 33' or less.
- g. Shuttle configuration for Employee Shuttle Service Shuttle shall be front-facing seating and shall seat a minimum of 28 passengers, plus the driver.
- h. Employee Shuttle Service shuttles shall have ceiling grab rails and grab rails on all seat backs.

- i. Passenger seating for the Employee Shuttle Service Shuttle shall be mid-high seats with leather, vinyl, or plastic. Upholstery is not allowed. All passenger seating shall be equipped with under-seat retracting seat belts.
- j. Shuttles must meet ADA regulations with a rear wheelchair lift capable of accommodating a wheelchair position. Wheelchair lifts shall be equipped with a vinyl cover. Wheelchair restraints shall be of a self-retracting type
- k. Shuttles shall be equipped with a #10 fire extinguisher, safety triangles, a blood-borne pathogen kit, and a 24-count first aid kit.
- l. Shuttles shall be equipped with Antilock Brake System (ABS).
- m. JWA Logo and the words "Employee Shuttle" or "Main Street Shuttle" Lot destination graphic displayed on all four sides of the five (5) dedicated shuttles in blue lettering. The lettering on the sides of the shuttle will be larger than the lettering on the front and back of the shuttle. A Main Street lot and an Employee Shuttle sign shall also be displayed on the interior of each shuttle. A customer service/comment/complaint sign, in a format acceptable by the County Project Manager, with a contact phone number shall be displayed on the interior of each shuttle.
- n. Shuttles are to be sequentially numbered (1 to 10) on the shuttle's exterior. The shuttle number will also be displayed on the shuttle's interior.
- o. A climate control system, including air conditioning and heating, as appropriate for the size of the shuttle.
- p. Grey-covered rubber flooring with ribbed aisle.
- q. Interior LED Door lights.
- r. Shuttles to be equipped with exterior LED lighting.
- s. Shuttles to have battery tray with battery shutoff switch.
- t. Shuttles to be Altoona tested- 7 years/200,000 miles.
- u. Shuttles to have emergency roof exit.
- v. White step nosing and white stand behind line.
- w. AM-FM radio/CD/PA with interior and exterior speakers.
- x. Fuel system shall meet all NFPA, DOT, FMVSS rules, recommendations, and regulations that apply at the time of delivery.
- y. On board web-based GPS as described in Attachment A - section III.
- z. Shuttles shall be equipped with the Safe Fleet CCTV, or equivalent, as described in Attachment A - section III.
- aa. Automated Passenger Counters (APC) (optional)
- bb. Shuttles shall be equipped with the Hanover EG3 (ERIC Generation 3) controller and software version V1.16.02, or current, for displaying and announcing shuttle stops and destinations to meet ADA requirements. Four LED destination signs are required (front, back, interior, and side adjacent to the door).

Failure of the Contractor to procure shuttle in accordance with minimum shuttle specifications may result in termination of this Contract in accordance with Article L of the General Terms & Conditions.

6. Contractor Shuttles and County-Owned Electric Buses Maintenance and Inspections:

Contractor shall fuel, charge, maintain, service and clean all shuttles (including the County-Owned Electric Buses beginning on the contract start date). County vehicles requirements are referenced in Attachment I - County Vehicle Rules and Regulations. Proterra service and maintenance requirements are referenced in Attachment F - Proterra Warranty. Additionally, Contractor shall provide all labor, materials and supplies required to clean the shuttles. Shuttles may be cleaned at the County Airport Maintenance Facility.

- a. Safe and Clean Condition: All equipment shall, during the term hereof, be maintained by Contractor in good order and repair, in strict conformity with all requirements of the law, and in a manner satisfactory to the County Project Manager. Contractor shall keep shuttle maintenance records as required by law on each shuttle operated at the Airport. Said maintenance records shall be subject to inspection or audit by County.

Each day, Shuttle Drivers shall continuously pick up all debris, newspapers and other items left behind, immediately clean any areas in which liquids have been spilled, and several times a day or as needed, sweep the shuttle floors, spot mop and clean windows as required.

Twice weekly, Contractor shall wash the exterior of shuttles, including wheels, clean all windows inside and out, including all windowsills, remove gum and stains from the floor and seats, wet mop and dry the floor, spot clean and damp wipe seats, walls, doors, air conditioning modules, baggage racks and handrails, clean dashboard, and vacuum carpeted areas. Contractor shall replace seats as needed. Seats with cracks, rips, or holes shall be repaired or replaced immediately.

- b. Shuttle Cleaning Log: Contractor shall maintain a shuttle cleaning log documenting the completion of each of the aforementioned tasks for each shuttle.

County Project Manager will conduct periodic inspections to ensure compliance with all maintenance and cleaning requirements specified in this Contract and any shuttle determined by County Project Manager not to be acceptable will be removed from service by Contractor and all deficiencies corrected immediately. Failure of the Contractor to maintain shuttle cleaning logs as required may result in assessment of penalties in accordance with Attachment D – Schedule of Deductions, (item 9).

- c. Repair: Repair and maintenance including washing of shuttles shall not be performed on or about the Operating Area unless approved by the Project Manager in writing.
- d. Driver Inspections: During operation on each shift, drivers shall make inspections of shuttle interiors and note and report any projecting metal, loose trim strips or damaged floor tread which may present a safety hazard to passengers.
- e. CHP Inspections: Upon inspection of Courtesy Shuttle Service and Employee Shuttle Service Shuttle(s) by the California Highway Patrol (CHP), Contractor shall provide County with a copy of each CHP vehicle inspection report. Any shuttle cited for having unsafe operating equipment shall be immediately removed from service until all deficiencies have been corrected. Contractor shall replace shuttle taken out of service within one (1) hour, with an equivalent substitute shuttle. Contractor shall review and retrain drivers on proper shuttle inspection procedures, and a copy of each CHP vehicle inspection report, retraining materials, and training sign-off sheets shall be submitted to County when completed. Failure of any shuttle to pass a CHP inspection shall result in assessment of penalties in accordance with Attachment D – Schedule of Deductions (item 7).

7. Minimum Shuttle Specifications (Contractor Shuttles and County-Owned Electric Buses):

Contractor will be responsible for equipping the employee designated Shuttles or Busses with the following minimum specifications:

- a. JWA Logo and the words “Employee Shuttle” Lot destination graphic displayed on three sides of the five (5) dedicated busses in blue lettering. Lettering on the sides of the shuttle will be larger than the lettering on the back of the shuttle. An Employee Shuttle sign shall also be displayed on the interior of each shuttle. A customer service/comment/complaint sign, in a format acceptable by the County Project Manager, with contact phone number for the Operator shall be displayed on the interior of each shuttle.
 - b. On board web-based GPS as described in Attachment A - section III.
8. Maintenance Facility:

Contractor shall provide an offsite facility to perform maintenance and repair on County-Owned Electric Busses (beginning on the contract start date). The maintenance and repair of Proterra busses shall be in accordance with the Attachment F Proterra Warranty. The maintenance and repair of all shuttles/busses shall be in accordance with Article 42. OEM Equipment Maintenance Standard, herein. The facility shall allow Proterra employees access to perform work. The facility shall follow local, state and federal regulations and codes. The facility shall be properly equipped to perform work on buses in accordance with OSHA. The facility shall be properly secured and maintain a surveillance system. Contractor shall maintain insurance for maintenance, repair, and storage of County Owned Electric Busses. A facility equipped with an EV charging system that is compatible with Proterra buses is preferred, with an “up” time of 98% or higher. The Contractor shall provide towing services that can respond within 24 hours. Contractor shall provide County access to the facility upon request.

9. SCAQMD Compliance with Fleet Rules.

In addition to the requirements imposed by County, it shall be the responsibility of Contractor to determine and comply with all applicable requirements of the SCAQMD Rule 1194 and any other applicable local, state, or federal fleet rules or requirements. In the event that a requirement of Rule 1194 or other identified fleet rule or requirement is more stringent than that imposed under this contracting mechanism, then the more stringent requirement shall govern. Contractor shall be responsible for any and all necessary submittals, reviews, or approvals by the SCAQMD or any other applicable local, state or federal authority.

OPERATION HOUR: Operation Hour shall mean the duration a shuttle was actually facilitating the transportation of airport customers or employees to and from the Terminal and the Main Street Lot and shall not include any time the shuttle was not in operation including, but not limited to breaks, lunches, pre-shift shuttle inspections or cleaning, training, any time it is removed from service for the purposes of maintenance, fueling, or cleaning, or any time it has left the Operating area for any reason. Contractor shall provide Shift Supervisors and relief drivers as defined in this Contract.

I. Improvements and/or Alteration of County Facilities

County may alter, repair, maintain, remodel, expand, remove, or improve any of the facilities at the Airport or any of its appurtenances, including but not limited to, Contractor’s Operating Area.

J. Improvements and/or Alteration of Contractor Facilities

1. Office Facility: Subject to approval of County Project Manager, Contractor, shall provide and maintain a maximum of one Office Facility, leased or preowned, in the Main Street Parking Lot for purposes of conducting administrative duties administering the Contract and providing breaks to employees. The Office Facility shall be ready for occupancy as agreed between the

County Project Manager and the Contractor. County shall only furnish an electrical supply line for the Office Facility. Contractor shall obtain, but not limited to, building permits, installation of any necessary telephone and utility lines. Contractor shall not perform any construction upon the Operating Area, nor shall Contractor modify, alter, or remove any permanent improvements lying within the Operating Area without prior written approval of County. The County may request the Contractor to relocate the Office Facility during the term of this agreement. Relocation costs shall be reviewed and approved by the County prior to initiating the relocation. Relocation costs due to County request shall be a reimbursable expense. Relocation costs due to Contractor shall be at the Contractor's sole expense. Contractor shall perform maintenance, utility, furniture, computer equipment, janitorial supplies, office supplies, trash, toilet supplies, and cleaning to a level deemed acceptable by the County. The Office Facility shall be a maximum of 14 feet wide with a length to be proposed by the Contractor.

2. Compliance with Plans and County Standards: All improvements by Contractor within the Operating Area shall be in strict compliance with detailed plans and specifications approved by the County. All work shall be conducted in a good and workmanlike manner and shall conform to applicable building codes, rules, regulations, and law, including the payment of Prevailing Wage. All work shall be done in conformity with Airport approved plans, valid building and other necessary permits and shall be acceptable to County and the appropriate governmental entity inspecting such work. Contractor shall be responsible for filing Form 7460 for any construction and/or height of construction equipment with the FAA, if required.

All work by Contractor, including the plans and specifications, therefore, shall conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of the County and such other governmental authority as may have jurisdiction. County Project Manager's approval shall not constitute a representation or warranty as to such conformity, which shall remain Contractor's responsibility. Contractor shall procure all permits necessary for such work.

3. Consent Required from County: No structures, improvements (whether permanent or temporary), or facilities shall be constructed, erected, altered, modified, repaired, replaced, removed or made within the Operating Area without prior written consent of County, which consent may be withheld or conditioned in County's discretion. Certain structures, improvements, facilities, repairs, replacement, removal and maintenance items may require approval by the Board of Supervisors.
4. Insurance Requirements: Contractor shall obtain County approved insurance during work. If the work is done by an independent Contractor, insurance shall be procured by the Contractor in the name of Contractor and County. All insurance shall be in the limits and coverage acceptable to County's Risk Management Services.
5. Contractor's Cost and Expense: All renovation, modifications, alterations, or work by Contractor pursuant to this section shall be reimbursable expense. Contractor shall keep its existing or future Operating Area and the improvements thereon free and clear of all liens and shall pay all costs for labor and material arising out of such work and shall hold County harmless from any liability in respect thereto. Contractor shall have the right to contest any and all liens filed against its existing or future exclusive use area. Contractor further agrees that County shall have the right to post notices of non-responsibility as provided by Sections 3094 and 3129 of the CIVIL CODE of the State of California.
6. Ownership of Improvements: Unless leased or preowned by Contractor, all improvements and facilities, exclusive of trade fixtures, within the Operating Area by Contractor must, upon completion, be free and clear of all liens, claims, or liability for labor or material and at

County's option shall become the property of County at the expiration of this Contract or upon earlier termination hereof. County retains the right to require Contractor, at Contractor's cost, to remove any or all improvements located within the Operating Area at the expiration or termination of this Contract.

7. Cost of Improvements: As determined by County, the cost of improvements shall be as approved by County Project Manager. The term "cost of improvements" shall mean direct costs, including costs paid to Contractors, architects, engineers, laborers, suppliers and building permit fees, transportation corridor fees, and indirect costs such as financing costs, legal fees, administrative and overhead expenses, bond premiums, leasing commissions and developer fees.
8. Contractor Office Facility Reimbursement: Contractor shall submit to County within 60 days of completion of work of any Operating Area improvement: (1) notifications of completion of work and (2) submit detailed supporting documentation of work costs together with "as-built" record. Contractor acknowledges and agrees if Contractor fails to submit notifications and supporting documentation for any such Operating Area improvements as required, Contractor waives its right to compensation under this section. Under no circumstances shall any reimbursement be due to the Contractor after expiration of the initial term of this Contract or if the County terminates this Contract for cause.

County will not reimburse costs for the purchase of a new or used Office Facility. Contractor preowned Office Facility will not be reimbursed.

9. Exclusive Remedy: The compensation provided pursuant to "Contractor Facility Reimbursement" above shall be Contractor's sole and exclusive remedy and form of compensation, costs or damages, including but not limited to, the eminent domain law and inverse condemnation (CALIFORNIA CODE OF CIVIL PROCEDURE §§1230.010, *et seq.*), and Relocation Assistance benefits (CALIFORNIA GOVERNMENT CODE §§7260, *et seq.*), due to termination, re-entry or acquisition of the Operating Area by County.

Contractor agrees that exercise by County of its termination rights hereunder shall not be construed as a taking by County of any part of the Operating Area, nor of Contractor's rights under this Contract, nor shall Contractor, except as provided herein, be entitled to payment for any loss of goodwill, income, moving expenses or other amount because of partial or full termination of this Contract.

10. Contractor's Assurance of Work Completion: Prior to commencement of work of approved facilities, Contractor shall furnish to County evidence that assures County that sufficient monies will be available to Contractor and County to complete the proposed work. The amount of money available shall be at least the total estimated work cost. Such evidence may take one of the following forms:
 - a. Completion Bond issued to County as obligee;
 - b. Irrevocable letter of credit issued to County that will remain in effect until County acknowledges satisfactory completion of construction;
 - c. Cash; or
 - d. Any combination of the above.

All bonds and letters of credit must be issued by a surety company, financial institution or advising bank qualified and admitted to do business in the State of California and issued in an approved form approved by County. All bonds and letters of credit shall insure faithful and full observance and performance by Contractor of all terms, conditions, covenants and

contracts relating to the work within the Operating Area. It is not the intent of the contracting parties herein to create a third-party beneficiary, and nothing in this section shall be construed to do so.

11. Mechanics Liens or Stop-Notices: Contractor shall at all times indemnify and hold County harmless from all Mechanics Liens, Stop-Notices, claims, losses, demands, damages, cost, expenses or liability costs for labor or materials in connection with work, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Operating Area undertaken by Contractor, and from the cost of defending against such claims, including attorneys' fees and costs.

In the event a mechanics lien or stop-notice is imposed upon the Operating Area, Contractor shall either:

- a. Record a valid Release of Lien, or
- b. Procure and record a bond in accordance with Section 3143 of the CALIFORNIA CIVIL CODE, which frees the Operating Area from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should Contractor fail to accomplish either of the two optional actions above within 15 days after the filing of such a lien or stop-notice, the Contract shall be in default and shall be subject to immediate termination.

12. “Record Drawings” and Work Costs: Within 60 days following completion of any improvement within the Operating Area, Contractor shall furnish County Project Manager a complete set of reproducible, two sets of prints of “Record Drawings” and a USB flash drive containing the “Record Drawings” plans in a form usable by County, to County’s satisfaction, on County’s computer aided mapping and design (CAD) equipment. Basic specifications for CAD compatible plans are contained in Airport’s reference document “John Wayne Airport, CAD Standards” which can be provided by Airport upon request.

In addition, Contractor shall furnish County Project Manager an itemized statement of the actual, direct construction costs of such improvement. The work costs may include actual, direct fees paid to Contractors, architects, engineers, surveyors, laborers and suppliers, or permit fees required by governmental agencies to allow work. and include indirect costs such as financing costs, holding costs, legal fees, interest, administrative and overhead expenses, bond premiums or developer fees. The statement of cost shall be sworn to and signed by Contractor or its responsible agent under penalty of perjury. Contractor must obtain County Project Manager’s approval of “Record Drawings” and the form and content of the itemized statement.

13. Damage To or Destruction Of Improvements: Contractor shall be responsible for any damage caused by Contractor, or Contractor’s employees or Contractors to Airport facilities, including but not limited to roadways, access roads, PARCS equipment, signs, and parking spaces. Should such damage require immediate repairs or replacement and Contractor is unable to respond immediately to complete said repairs or replacement, County Project Manager may cause to be made or make any necessary repairs or replacements and the cost thereof shall be paid by Contractor. Said cost shall include all labor, materials, equipment and an administrative fee equal to 15% of the sum of those items. Said cost shall be paid by Contractor within fifteen (15) days of receipt of an invoice for costs from County Project Manager.

In the event of damage to or destruction of Contractor-owned or constructed buildings, facilities or improvements located within the Operating Area or in the event Contractor-owned or constructed buildings, facilities, or improvements located within the Operating Area are

declared unsafe or unfit for use or occupancy by County or any other public entity with jurisdiction to make and enforce such a declaration, Contractor shall, within 30 days, commence and diligently pursue completion of the repair, replacement or reconstruction of improvements to the same size and floor area as they existed immediately prior to the event causing the damage or destruction, as necessary to permit full use and occupancy of the Operating Area for the purposes required by the Contract.

Repair, replacement or reconstruction or improvements within the Operating Area shall be accomplished in a manner and according to plans approved by County Project Manager. Termination of this Contract shall not reduce or nullify Contractor's obligation under this section except as otherwise provided herein. With respect to damage or destruction to be repaired by County or which County elects to repair, Contractor waives and releases its rights under CALIFORNIA CIVIL CODE Sections 1932(2) and 1933(4).

14. Maintenance and Improvements to the Operating Area: Contractor agrees to maintain its Operating Area within the Main Street Lot and T-Lot in a general order that is safe, clean and sanitary, to the complete satisfaction of County Project Manager and in compliance with all applicable laws. County Project Manager shall have the right to inspect the Operating Area at any time for cleanliness and safety.

Contractor shall, to the satisfaction of County Project Manager, keep and maintain the Operating Area and all improvements of any kind which may be placed, erected, installed, or made thereon in good condition and in substantial repair. It shall be Contractor's responsibility to take all steps necessary or appropriate to maintain such a standard of condition and repair.

All repairs and improvements made by Contractor to the Operating Area shall be in compliance with all current Federal, State, Local Ordinances and Building Codes and all Airport Regulations (Codes). The Codes encompass all fire, life and structural safety aspects and apply to the construction, alteration, moving, demolition, repair, and use of the Operating Area. Any additions, alterations, repairs and changes of use or occupancy in the Operating Area shall comply with the provisions for new buildings and structures as set forth in the Codes. All devices or safeguards which are required by the Codes shall be maintained in conformance with the edition of the Codes under which it was installed.

Contractor shall maintain all equipment and improvements located within the Operating Area including but not limited to buildings (if applicable), trade fixtures, wiring, software, and communications equipment in good condition. Contractor agrees that all equipment repairs will be conducted within four (4) hours of notification by County Project Manager or his designee unless a longer period of time is approved by the County Project Manager or designee.

If Contractor fails to maintain or make repairs or replacements as required herein, County Project Manager shall notify or attempt to notify Contractor in writing of such failure. Should Contractor fail to correct the failure within the time specified in the notice, County Project Manager may make the necessary correction or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials and equipment shall be charged to Contractor. Thereafter, an administrative fee equal to 15% of the sum of such items shall be paid by Contractor within 15 days of receipt of a statement of said cost from County Project Manager. County Project Manager may, at its option, choose other remedies available herein, or as provided by law. Contractor expressly waives any and all claims against County for compensation for any and all loss or damage to Contractor's property sustained by reason of any defect, deficiency or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system or electrical apparatus or wires serving the Operating Area, except to the extent caused by County's negligence or willful misconduct.

XII. COUNTY CAR WASH MANAGEMENT

- A. Car Wash Staffing:** Contractor shall provide one (1) staff (Attendant) to wash County Vehicles in a wash bay located at 3180 Airway Avenue, Costa Mesa, CA. JWA will provide the wash bay and water. Contractor shall provide all labor, tools, materials, chemicals, brushes, towels, vacuums, ladders, wax etc. required to clean the vehicles. The car wash does not need to be staffed during major holidays. Staff may be released by JWA during poor weather at the sole discretion of the Airport Maintenance Service Desk.

Contractor shall wash only those County Vehicles and equipment servicing official responsibilities at JWA. Contractor may also use the wash bay and water to wash Contractor Shuttles, Parking Management Vehicles and County-Owned Electric busses. These vehicles shall be washed in accordance with the following schedule, unless otherwise approved by the JWA Project Manager (or representative). There will be times when there are vehicles staged or waiting and there will be times when there are no cars to wash. When there are cars waiting, Attendants must complete washes at a pace of 2 vehicles per hour.

- County-Owned Electric Buses shall be washed during Contractor Vehicle wash schedule.

B. Car Wash Schedule (County-Owned Electric Buses and County Vehicles)

Tuesday, Wednesday, and Thursday between the hours of 5:30 AM and 2:00 PM

C. Car Wash Schedule (Contractor Shuttles, County-Owned Electric Buses, and Parking Management Vehicles)

Monday and Friday between the hours of 5:30 AM and 8:00 PM

Tuesday, Wednesday, and Thursday between the hours of 2:00 PM and 8:00 PM

D. Car Wash Location/Equipment List

All car wash services shall be performed at the Airport's Maintenance Building (Reference Attachment G – JWA Vehicle and Equipment List)

E. County Vehicle Car Wash Requirements

1. Basic Wash

- a. Complete outside wash; hand/towel dry all vehicle exterior surfaces. The vehicle exterior, including windows and windshields, must be free of dirt, dust, residue, and watermarks after the wash.
- b. Clean of all windows and mirrors (inside and out)
- c. Remove of all debris from vehicle interior
- d. Vacuum seats, carpets, trunk and floor mats
- e. Damp-wipe windowsills, dashboard, steering wheel, seats and benches, ceiling panels, doors, handrails, AC/heater vents, and other interior surfaces. Wipe down all interior surfaces.
- f. Clean all cup holders.

2. Additional Services (Upon Request)

- a. Exterior
 - i. Apply high quality wax by hand to all painted surfaces.
 - ii. Clean all door jambs and trunk seals.

- iii. Dress tires, trim and moldings
- b. Interior
 - i. Shampoo and hot water extraction of all carpets, seats and floor mats
 - ii. Spot clean head liner
 - iii. Dress all plastics & vinyl with UV blocking dressing.

F. Conditions:

1. Standards and Specifications: The County reserves the right to inspect any vehicle upon completion. Upon inspection, if work is not satisfactory, county staff may request the Contractor/Contractor to redo all or part of the services to the inspector's satisfaction.
2. Staffing - Tools & Equipment: The Contractor is responsible for providing an appropriate level of onsite staffing as needed, provide proper tools and equipment necessary to support all aspects of vehicle washing services. The Contractor shall furnish and maintain all equipment required for delivering onsite vehicle washing services. The County reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition is to be repaired or replaced immediately, at the Contractor's expense. Failure to provide suitable equipment and material for carrying out all requirements of this contract may be grounds for termination.

The Contractor's equipment and services are to be compliant with all Federal, State, CARB, AQMD, OSHA, NPDES, and all other applicable regulatory requirements. All work areas and storm drains nearby must be protected from coming in contact with any process wastes and chemicals used in the cleaning operation with a wastewater reclaim/capture system. All cleaning chemicals should be bio-degradable, environmentally friendly, and safe to all occupants' health and well-being.

Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors, and persons occupying areas adjacent to the site where the work is performed. Contractor shall hold the County harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of himself, his employees, or his subcontractors.

3. Best Management Practices (BMPs)
 - a. Mobile detailers must use the following BMPs to comply with the City's water quality requirements and water pollution prevention:
 - ii. Minimize water use.
 - iii. Use cleaning products as described on their labels and dispose of properly; even biodegradable products impact our waterways.
 - iv. Vacuum or shake floor mats into a trash can.
 - v. Sweep wash area daily to remove debris.
 - vi. Wash area must be contained so that water does not drain down streets and gutters; use sand bag berms, wattles, or bermed mats as needed.
4. Regulation: Must comply with federal, state and local regulations and requirements including, but not limited to California Code of Regulations, Title 8, Section 13680 through 13693.

5. **Badging:** Badges are required to access the entrance gate and building at 3180 Airway Ave. Contractor staff working on-site must apply for an Airport badge within seven (7) days of contract award. Contractor must take all reasonable steps to have sufficient staff badged within 30 calendar days of the award of contract. All costs for badging will be at the Contractor's expense.
6. **Damage to Vehicles:** Accidents involving damage shall be reported in writing to the County Project Manager within twenty-four (24) hours. Many County Vehicles have emergency lights, antennas or other equipment mounted on the roof. It shall be the Contractor's responsibility to take all necessary precautions to prevent damage to equipment. Cost of material and labor for any necessary repairs will be charged to Contractor and will be deducted from monthly billings prior to payment of invoices.
7. **Green Consumable Supplies:** Contractor shall use only environmentally friendly cleaning products in vehicle washing and detailing services. Environmentally friendly cleaning products are defined as products that meet the UL 2770 Commercial Carwash Services standard (formerly Ecologo CCD-061, or products that are certified under the Green Seal GS-53 standard.
8. **Operations Process:** JWA staff will bring/deliver County Vehicles to 3180 and stage near the cleaning bay. Contractor staff will be responsible for driving vehicles from the staging spot to the wash bay and back to the parking spot. Contractor staff will not drive County Vehicles on public streets or off the Airport Maintenance Building (3180).
9. **Storage:** County is not responsible for personal items. Contractor must provide a locking cabinet or other means for staff to secure their own personal items, supplies, materials, and equipment.
10. **Personnel:**
 - a. Must have a valid CA driver's license.
 - b. Wear an acceptable, mesh safety vest with the company name clearly visible on the back.
 - c. **Staffing and Communications:**
 - i. Both JWA and Contractor/Contractor will identify a primary and secondary point of contact for the Car Wash Operation within the contract document.
 - ii. Contractor will provide a staff list that will be responsible for the car wash operation. The list must be approved by the County project manager.
11. **Public Health and Safety Provisions:**
 - a. Implement safety precautions at all times for the protection of persons, including employees and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used shall comply with OSA requirements, and federal state safety orders.
 - b. Take proper safety and health precautions to protect work, workers, public, property, and property of others. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect County's property from injury or loss arising in connection with this Contract. All damage shall be repaired or replaced, at the option of County, at Contractor's expense with seven (7) calendar days after notification of such damage, except emergencies, which shall be completed immediately. Repairs and/or replacements shall be equal to original in all aspects. If Contractor fails to correct any damage, County may initiate repairs or replacement and may withhold the cost of those repairs or replacements from any monies due or to become due to Contractor.

- c. Have, at work site, copies of or suitable extracts of “safety orders” and “general industry safety orders” issued by the California State Division of Industrial Safety. Contractor shall comply with the provisions of these and all applicable laws, ordinances, and regulations.
- d. Submit for approval, prior to beginning the Contract, a comprehensive safety plan outlining code of safe work practices and procedures as listed in appendix c: code of safe practices in the guide to developing your workplace injury and illness prevention program, title 8, section 1509, industrial and illness prevention program, subchapter 4, construction safety orders, article 3, general, for all activities including, but not limited to, fall protection, hazardous materials and night work.

The safety plan is to contain directions to the closest hospital and provide a map showing JWA and the location of the hospitals. Information regarding spill response and hazardous materials to be included. The plan shall identify the projects included in the safety plan; describe operational safety during the activity, and limitations of the work area. It shall provide a method for the identification of Contractor’s vehicles, and it shall list safety considerations to be discussed at a conference at the beginning of Contract service period and at subsequent safety meetings. The plan must include training and necessary licensing and certification for all persons. All safety and hazardous materials training must be documented.

- e. Conduct safety meetings. Safety meetings shall be held and documented at the start of Contract and at regularly scheduled times as described in the safety plan and at the introduction of new personnel on-site. The meetings shall cover the items in the safety plan. This is also a good time to review the JWA environmental requirements.
- f. Adhere to JWA’s safety and security standards by having all equipment, tools, and materials in the technician’s immediate possession at all times.
- g. Be responsible, both financially and legally, for the removal and proper disposal of all hazardous waste generated by Contractor during the performance of work on this Contract.
- h. Remove and properly dispose of, all trash and debris generated from its operations prior to the end of each workday. County trash dumpsters shall not be used for this purpose.
- i. All work performed under this contact shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all laws, regulations, and applicable safety standards required by CAL-OSHA. The County reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.
- j. Hazardous Conditions - The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the County.
- k. Reflective garments meeting ANSI 107-2010, Class 2 or better must be worn at all times while on-site. Reflective garments must:
 - i. Be worn as the outside layer at all times while on duty.
 - ii. Must be clean and in good condition.
 - iii. Be consistent – all staff must have similar colors and styles.
 - iv. Be clearly marked with the Contractor/Firm name, legible from a minimum of ten (10) feet away.

- l. The County reserves the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.
- m. In the event that the County should elect to stop work because of any type of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage. The Contractor shall pay all additional expenses.
- n. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract. The Contractor shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles.
- o. Damage caused by the Contractor to any properties shall be repaired or replaced to the satisfaction of the County at the expense of the Contractor. The County, at its sole direction, may elect to repair or replace the damaged property, and deduct such costs from monies due the Contractor.
- p. The Contractor shall, within fourteen (14) calendar days of contract award, submit its own detailed safety and protection plan/program that shall comply with all safety, environmental protection, property protection and health provisions of the Contract.
- q. Prior to use of any products or materials, the Contractor shall provide the following submittals for review and approval by the County Environmental Resources Manager or representative. Contractor shall furnish the following:
 - i. Manufacturer's product data and literature
 - ii. Manufacturer's installation recommendations
 - iii. Samples, if required by the County Environmental Resources Manager or representative
 - iv. Material Safety Data Sheets (MSDS)

XIII. OPTIONAL ENHANCEMENTS

Contractor shall coordinate with the County to design and implement the following programs and mutually agree on the supplier(s) and solutions for all Optional Enhancements as authorized by amendment in accordance with Articles C and Q of the County Contract Terms and Conditions, which may require approval by the Board. The program performance shall meet or exceed the County standards.

A. Automated Revenue Management System:

1. Contractor shall provide an automated pricing solution for Online Booking System (OBS). The cost of the Automated Revenue System shall be a reimbursable expense. Contractor shall work with JWA to ensure system integration with PARCS & OBS.
2. The revenue collected from OBS shall settle directly to John Wayne Airport (JWA) on a daily basis, or as mutually agreed upon in writing by JWA., using a payment processing system approved by County Project Manager or designee. Detail of transactions for revenue collected and/or fees reduced including booking fee and credit card fee must be provided.
3. Reservation Parking:

- a. Contractor shall provide an Internet-based parking sales and reservation booking solution referred to as OBS.
- b. OBS functionality shall include providing best in class pricing options, 365- day pricing calendars, flexible and automated product set up and presentation, reporting and data export integration with internal and external systems including existing Parking Access and Revenue Control System. The OBS shall also provide communication and marketing opportunities, such as automated emails, upsells, and methods to influence customer behavior, provide the real-time data required to manage and forecast demand/occupancy and support Revenue Management.
- c. The OBS shall meet PCI compliance standards and system security, stability, and redundancy requirements.
- d. Contractor shall operate the OBS to enable customers to easily check parking availability by product with pricing, create and modify reservations, and process payments (Credit, Debit, etc.).
- e. Contractor shall collect and maintain customer profile and transactional information to enable and provide detailed analysis of purchase patterns, develop customer segmentation by geography, and additional criteria as- needed/requested to support marketing and sales.

Contractor shall operate the system to manage products and prices in real time and use data such as historical trends, demand curves, forecasting future transactions and demand to improve Revenue Management.

- f. Contractor shall operate and maintain a customer loyalty program and collaborate with any established JWA loyalty programs, as directed by the County Project Manager or designee, to maximize benefits to the customer and JWA.
- g. Contractor shall support the OBS integration with the PARCS system.
- h. Contractor or the OBS proposed by Contractor, and approved by JWA, will use their own bank merchant account to collect money from the online parking sales via OBS and pay all banking fees and credit card fees.
- i. JWA retains the right to determine and approve the marketing including products, promotions, advertising, and events that will be provided on the OBS.

4. Revenue Growth Strategies:

Contractor shall create a revenue management plan and marketing plan that fits JWA's vision and goals. Contractor shall tailor these plans for JWA. Contractor shall bring the most advanced revenue management strategy, marketing strategy, and elite dynamic pricing expertise in airport parking, with online booking at its core. Contractor shall collaborate with the County to build strategy and structure around the reservation system.

B. Online Booking System (OBS):

Contractor shall provide JWA with an e-commerce reservation platform for current and future products, services and add-ons. Contractor shall pay for year one's initial setup costs. Contractor

shall deliver a pricing strategy for prebook that will be flexible, scalable, and easily implemented in consultation with JWA. Contractor shall create a booking widget which will be displayed on the website homepage and in the parking guide page. Contractor shall collaborate with JWA to build strategy and structure around the on-line booking system.

C. Marketing Program:

1. Is a reimbursable expense and will be a collaborative budget with the County on agreed expenditures.
2. Contractor shall collaborate with the County to determine and implement the following programs:
 - a) Dynamic Gate Rate Parking
 - b) Premium Parking
 - c) Corporate Parking Program
 - d) Frequent Parker Program
 - e) Pricing Analysis

D. Loyalty Program:

1. Contractor shall collaborate with the County to discuss and mutually agree on a methodology. Contractor shall coordinate with County to determine and implement a combination of the following features:
 - a) Loyalty Points
 - b) Data Analytics
 - c) Incentive Bonus Program
 - d) Point Promos
 - e) Tiered Loyalty Program

E. Mobile Electric Vehicle Charger:

1. Contractor shall coordinate with the County Project manager or designee to determine a charging program (site and schedule) and implement the charging system for the County-Owned Electric Busses.
2. Upon request from the County Project Manager or designee, Contractor shall provide supporting documents for operations including training, operations, maintenance, troubleshooting and repair. The documents shall be in English and easily accessible.
3. XOS Hub – Portable EV charging power – deliver in 16 weeks after ordered - Electrical requirements: Site input options (for charging the Hub)
 - a. 480V 3-phase (equivalent to roughly 80kW)
 - b. 208 or 240V 3-phase (would be an additional cost to cover a step-up transformer)
 - c. CCS1 charge head from a DC Fast Charging station, up to 150kW



XIV. ADDITIONAL WORK

- A. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor shall obtain County Project Manager’s written approval prior to commencing any additional work.
- B. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
- C. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
- D. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
- E. Upon completion of any additional work, whether by Contractor or an alternative source, County’s Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

ATTACHMENT B
PAYMENT/COMPENSATION

1. **Compensation:** This is a fixed management fee and reimbursement Contract between the County and Contractor for Parking and Valet Management, and Shuttle Services as set forth in Attachment A - Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing 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. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C and Q of the County Contract Terms and Conditions.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Total Contract Amount Not To Exceed:	<u>\$60,000,000</u>
Year One Contract Amount Not To Exceed:	<u>\$12,000,000</u>
Year Two Contract Amount Not To Exceed:	<u>\$12,000,000</u>
Year Three Contract Amount Not To Exceed:	<u>\$12,000,000</u>
Year Four Contract Amount Not To Exceed:	<u>\$12,000,000</u>
Year Five Contract Amount Not To Exceed:	<u>\$12,000,000</u>

Total Annual Budget - Management Fee and Reimbursable Expenses						
Description		Year 1	Year 2	Year 3	Year 4	Year 5
1	Total Management Cost (Fixed Fee)	\$914,056	\$930,583	\$979,530	\$1,031,181	\$1,085,687
2	Total Reimbursable Operating* Expenses - Parking Services	\$4,216,809	\$4,366,629	\$4,367,646	\$4,397,952	\$4,560,877
3	Total Reimbursable Operating* Expenses – Valet Services	\$1,461,134	\$1,494,406	\$1,539,237	\$1,585,414	\$1,632,976
4	Total Reimbursable Operating* Expenses - Shuttle Services	\$3,060,691	\$3,147,674	\$3,237,972	\$3,331,721	\$3,429,059
5	Total Reimbursable Operating* Expenses- Car Wash	\$409,120	\$429,576	\$451,055	\$473,608	\$497,288
Total Annual Budget (Estimated Expenses)		\$10,061,810	\$10,368,868	\$10,575,440	\$10,819,876	\$11,205,887

*These are Estimated Expenses and will vary depending on usage

- a) **Management Cost** – The County shall pay a fixed annual fee, paid in monthly installments in arrears. The monthly management fee includes contractor profit and items listed below. The cost included in the management fee shall not be reimbursed and must be excluded from the reimbursable operating expenses. The following costs should be included in the Contractor’s management fee and shall not be reimbursed by the County:

1. Cashier banks, pay-on-foot change funds, and petty cash funds;
2. Corporate administrative costs, corporate profit, and travel expenses;

3. Licenses, memberships, permits, fees, and business taxes (other than payroll taxes);
4. Office supplies including printing, shipping, and data processing;
5. Employee recruitment, hiring, and training expenses;
6. Employee performance incentives;
7. Employee uniforms, name tags, and decals;
8. Audit expenses (audit completed by Proposer staff);
9. Audit expenses (audit completed by external staff);
10. Cellular telephone and service (including voice and data) for General Manager, and any other position Proposer determines to need a cellular telephone;
11. Replacement or repair of lost or damaged County supplied equipment and communication devices;
12. Insurance requirements and any associated deductibles for staff, sub-contractors, or other representatives in accordance with the Model Contract section P. Insurance Requirements, herein.
13. Communication devices (cell phones, etc.) for staff;
14. Charge backs (not due to fraud or negligence on part of Proposer);
15. Drop safes and armored car services;
16. Other expenses (provide detail explanation of these additional costs not listed)

b) Reimbursable Operating Expenses (Estimated) – In addition to the Management Fee, County shall reimburse Contractor monthly for Operating Expenses that are approved by County and paid by Contractor during the preceding calendar month. These fees are estimated and will vary depending on actual services provided by Contractor.

Reimbursable Operating Expenses - Parking Services						
Description		Year 1	Year 2	Year 3	Year 4	Year 5
1	Employee wages (as depicted in the Staffing Plan, excluding General Manager)	\$2,635,575	\$2,736,332	\$2,685,653	\$2,662,517	\$2,770,182
2	Temporary staff hired through temporary employment agency	\$31,500	\$32,445	\$33,418	\$34,421	\$35,454
3	Facility Custodial Services (if not provided by County)	\$111,271	\$116,835	\$122,676	\$128,810	\$135,251
4	Employee Badging and Parking Fees (except for lost or damaged badges or parking cards)	\$4,264	\$4,392	\$4,524	\$4,659	\$4,799
5	Parking Access and Revenue Control System (PARCS) materials such as, parking and valet tickets, receipt paper, and other materials	\$26,000	\$26,780	\$27,583	\$28,411	\$29,263
6	Parking Management Vehicle leasing	\$33,000	\$33,990	\$35,690	\$37,474	\$39,348
7	Parking Management Vehicle fuel	\$18,250	\$18,798	\$19,361	\$19,942	\$20,541

8	Parking Management Vehicle repairs, inspection, and preventive and unscheduled maintenance (not including repairs to issues caused by operator negligence)	\$6,000	\$6,300	\$6,930	\$7,623	\$8,385
9	Parking traffic control equipment such as cones, barricades, flags, and vests	\$2,400	\$2,472	\$2,596	\$2,725	\$2,862
10	Office equipment and furniture					
11	Sweeping and Steam Cleaning	\$310,700	\$320,021	\$329,622	\$339,510	\$349,696
12	Miscellaneous purchases and expenses (as approved by County Project Manager or designee);	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
13	Other expenses (as approved by County Project Manager or designee)	*	*	*	*	*
14	Payroll Taxes	\$583,649	\$601,158	\$619,193	\$637,769	\$656,902
15	Health and Welfare	\$428,400	\$441,252	\$454,490	\$468,124	\$482,168
16	Vehicle Tax and License	\$1,800	\$1,854	\$1,910	\$1,967	\$2,026
17	Online Booking System (No upfront cost to Airport) Contractor paying set up fees	\$0	\$0	\$0	\$0	\$0
18	Total (Estimated)	\$4,216,809	\$4,366,629	\$4,367,646	\$4,397,952	\$4,560,877

Description		Year 1	Year 2	Year 3	Year 4	Year 5
1	Employee wages (as depicted in the Staffing Plan, excluding General Manager)	\$800,864	\$824,890	\$849,636	\$875,125	\$901,379
2	Employee Badging and Parking Fees (except for lost or damaged badges or parking cards)	\$2,184	\$2,250	\$2,317	\$2,387	\$2,458
3	Parking Access and Revenue Control System (PARCS) materials such as, parking and valet tickets, receipt paper, and other materials	\$3,250	\$3,413	\$3,515	\$3,620	\$3,729
4	Car Wash Total Cost (Valet Only)	\$227,900	\$234,737	\$241,779	\$249,032	\$256,503
5	Office equipment and furniture	\$2,100	\$2,163	\$2,228	\$2,295	\$2,364
6	Other Expenses (as approved by County Project Manager or designee)	\$174,000	\$174,000	\$179,220	\$184,597	\$190,134
7	Health and Welfare	\$70,560	\$72,677	\$74,857	\$77,103	\$79,416
8	Payroll Taxes	\$180,276	\$180,276	\$185,685	\$191,255	\$196,993
	Total (Estimated)	\$1,461,134	\$1,494,406	\$1,539,237	\$1,585,414	\$1,632,976

Reimbursable Operating Expenses - Shuttle Services

Description		Year 1	Year 2	Year 3	Year 4	Year 5
1	Employee wages (as depicted in the Staffing Plan, excluding General Manager)	\$1,407,714	\$1,449,945	\$1,493,443	\$1,538,247	\$1,584,394
2	Employee Badging and Parking Fees (except for lost or damaged badges or parking cards)	\$1,800	\$1,801	\$1,802	\$1,803	\$1,804
3	Office Facility/Trailer leasing	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
4	Contractor Shuttle leasing	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000
5	Contractor Shuttle fuel and County-Owned Electric Buses Alternative fuel**	\$90,000	\$94,500	\$99,225	\$104,186	\$109,396
6	Contractor Shuttle and County-Owned Electric Shuttles Vehicle repairs, inspection and preventive and unscheduled maintenance (not including repairs to issues caused by operator negligence)	\$155,870	\$163,664	\$171,847	\$180,439	\$189,461
7	Other expenses (as approved by County Project Manager or designee)	*	*	*	*	*
8	Payroll Taxes	\$315,409	\$324,871	\$334,618	\$344,656	\$354,996
9	Health and Welfare	\$255,000	\$267,750	\$281,138	\$295,194	\$309,954
10	Shuttle GPS and Tech	\$60,000	\$63,000	\$66,150	\$69,458	\$72,930
12	Fleet Washing	\$144,898	\$152,143	\$159,750	\$167,738	\$176,124
	Total (Estimated)	\$3,060, 691	\$3,147,674	\$3,237,972	\$3,331,721	\$3,429,059
** Orange County Public Works estimated to install EV chargers for shuttle usage on site by March 2026. Contractor to charge EV shuttles with 98% "up" time until EV charging is installed on site.						

Reimbursable Operating Expenses - County Vehicle Car Wash Services

Description		Year 1	Year 2	Year 3	Year 4	Year 5
1	Wages - Car Wash	\$ 187,200	\$196,560	\$206,388	\$216,707	\$227,543
2	Health and Welfare	\$36,000	\$37,800	\$39,690	\$41,675	\$43,758
3	Car wash material	\$97,000	\$101,850	\$106,942	\$112,289	\$117,904
4	Badging	\$720	\$756	\$794	\$834	\$875
5	Insurance- GL & Garage keepers	\$18,000	\$18,900	\$19,845	\$20,837	\$21,879

6	Insurance- Commercial Vehicle	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293
7	Vehicle Lease (Ford Transit Connect Van)	\$8,400	\$8,820	\$9,261	\$9,724	\$10,210
8	Vehicle Fuel	\$7,800	\$8,190	\$8,600	\$9,030	9,482
9	Management Overhead	\$48,000	\$50,400	\$52,920	\$55,566	\$58,344
10	Other expenses (as approved by County Project Manager or designee)	*	*	*	*	*
	Total (Estimated)	\$409,120	\$429,576	\$451,055	\$473,608	\$497,288

Reimbursable Optional Enhancements						
Description		Year 1	Year 2	Year 3	Year 4	Year 5
1	Automated Revenue Management System	\$130,000	\$120,000	\$126,000	\$132,300	\$138,915
2	Online Booking System (No upfront cost to Airport)	\$0	\$0	\$0	\$0	\$0
3	Marketing	\$180,000	\$200,000	\$225,000	\$235,000	\$250,000
4	Loyalty Program	\$20,000	\$0	\$0	\$0	\$0
5	Mobile Electric Vehicle Charger	\$ 129,600	\$ 129,600	\$ 129,600	\$0	\$0
	Total (Estimated)	\$459,600	\$449,600	\$480,600	\$367,300	\$388,915

c) Reimbursable Operating Expense Approvals

- a. Contractor's Proposed Annual budget/fees must be approved, in writing, by the County prior to the beginning of each contract year.
- b. Contractor's General Manager manages expenses to ensure budget compliance.
- c. Any unanticipated expenses over the determined budget amount must be authorized, in writing, by the County prior to expenditure or it will not be reimbursed.
- d. Contractor provides a monthly statement of all expenses with backup for all reimbursement expenses.
- e. Contractor's reimbursable expenses that include material, equipment, rental, finance, and lease expense shall be submitted at cost without mark up.
- f. Additional work: Any additional services not listed in the Contract must be approved, in writing, by County prior to implementing.
- g. County will not reimburse costs included in the management fee, claim costs above deductibles, cost of preowned or purchased shuttles, vehicles, and office facility trailer, costs not listed in the annual budget or prior approval.

- 3. Annual Budget: Proposed Financial Plan** - Contractor shall prepare and submit an annual line-item budget package request to the County Project Manager or designee no later than three (3) months prior to each Contract annual period. The Financial Plan includes a forecast of expenses. The operating budget request will include the approved line-item budget for the current annual period; suggested revisions to line items within the current year budget, if any; and the proposed line-item budget for the

following year. In addition, the budget package will include back-up justifications for costs and any increases proposed. For administrative costs, detailed information will be provided as to how the costs were developed. Items requiring estimates must be based on local industry averages, prior year actual costs, or a combination of the two methods as reviewed and agreed to, in writing, by the County and Contractor. For any services or fees that Contractor is providing itself, Contractor must demonstrate rates are commercially competitive and must obtain County approval, in writing, for such services and fees.

The budget package will be routed for County review and approval, in writing. Once approved, Contractor will be notified in writing and provided a copy of the approved operating budget. Contractor shall operate within the budgetary limitations established within the approved operating budget. Contractor shall prepare monthly line-item reports showing current month expenditures as compared to budget, as well as year-to-date totals as compared to budget. Contractor shall not move funds within the budget to cover overages in budget line items without prior written approval of the County. The budget may be revised at the direction of County; any such revisions will be in writing.

4. **Ownership, Maintenance, and Repair:**

The Contractor shall acquire vehicles, shuttles, equipment and their maintenance and repair at the direction of the County Project Manager or designee. The specifications shall meet or exceed the County standards. The Contractor shall present a written proposal that includes a lease/purchase analysis (to determine the most efficient and effective approach) and a description of the item or services in accordance with the Invoice Instructions, herein.

The maintenance and repair, when conducted in accordance with the contract and shall be reasonable and approved in advance by the JWA Project Manager or designee. All shuttles and service vehicles must be kept and maintained in good condition and serviceable. The JWA reserves the right to reject a Contractor-supplied vehicle that does not adequately satisfy JWA's quality standards. Contractor shall record, compile, and submit quarterly reports on all maintenance and repairs.

The vehicle, shuttles, and equipment (lease or ownership) and their associated expenditures shall be a reimbursable cost to JWA; including fuel, scheduled maintenance, and repair. If a vehicle, shuttles, and equipment is at the end of the lease term, JWA will determine if the contractor should retain, sell, or upgrade the asset in consultation with the County Project Manager or designee. At the County's discretion, all equity for the vehicle/shuttle belongs to the JWA, and costs associated with title transfer and/or lease buyout will be a reimbursable expense. At the end of any vehicle lease/purchase term, Contractor will assign vehicle ownership to JWA or utilize the shuttles value to trade in and reduce the cost of a new replacement shuttle. The shuttle value shall be determined by the County. If Contractor disposes of the shuttle through sale the proceeds from the shuttle bus sale shall be credited to JWA as a vehicle credit.

The County Project Manager or designee shall provide written approval to the Contractor before executing the purchase or services.

5. **Additional Work:** Any additional services not listed in the Contract must be approved by County's Project Manager or designee in accordance with Attachment A, Section XIV.
6. **Unsupported Bills:** Unsupported reimbursable expenses billed to JWA and paid to Contractor. The contractor will be billed Three (3) times the amount of the unsupported operation, service, or expense in accordance with the Attachment D Schedule of Deductions (item 19).
7. **Price Increase/Decreases:** No price increases will be permitted during the **first term** of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County

of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

8. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
9. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract.
10. **Final Payment:** Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.
11. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor 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.

12. **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.
13. **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:
 - A. Contractor's name and address
 - B. Contractor's remittance address, if different from 1 above
 - C. Contractor's Federal Taxpayer ID Number
 - D. Name of County Agency/Department
 - E. Delivery/service address
 - F. Master Agreement (MA) or Purchase Order (PO) number
 - G. Agency/Department's Account Number
 - H. Date of invoice and invoice number
 - I. Product/service description, quantity, and prices
 - J. Sales tax, if applicable
 - K. Freight/delivery charges, if applicable
 - L. Total

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

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

OR

Emailed to AccountsPayable@ocair.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via and EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C
STAFFING PLAN/SUBCONTRACTOR INFORMATION

1) **Key Personnel**

Name	Classification /Designation	Licenses/Certifications	Years of Experience	Length of Time with Firm
John Zempare	General Manager	NA	30 years	18 years
Mike Yohe	Shuttle Manager	NA	16 years	16 years
TBD	Valet Manager	NA	TBD	TBD
Steve Burton	President	NA	40 years	35 years

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. The onsite General Manager cannot be changed within 1 year from the contract awarded date without County's consent. Substitution of Contractor's Key Personnel shall be allowed only with prior written approval of County's Project Manager.

Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

2) **Subcontractor(s)**

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
Eco Fleet*	Kevin Hernandez (424) 388-8539	Shuttle Services
Global Parking Systems, Inc.*	Hal W. Darring Sr. (317) 246-7275	Parking Services, Shuttle/Valet Services
Greenworld Maintenance, Inc*.	Renato Irribarren (310) 670-0586	Maintenance Services – Garage Maintenance and Cleaning
Image Concepts*	Kelly Pond (619) 895-0677	Custom Uniforms
Cole Ticket Solutions*	Susan Cole (626) 827-7657	Parking Tickets
XOS Hub	Aldan Shank (385) 288-0851	Mobile Electric Vehicle Charger

*ACDBE Subcontractor

ATTACHMENT D
SCHEDULE OF DEDUCTIONS

If in the event the County finds, in a scheduled or random audit, that Contractor has failed to perform services in accordance with the Contract Attachment A – Scope of Work, monetary deductions will be made against monthly deposits in accordance with the following deductions.

Contractor shall provide all services as required by written Contract. For any non-compliances with unspecified deduction fees, an initial warning shall be issued to Contractor in writing when Contractor fails to comply with any of its obligations. Continuous or recurring non-compliances are subject to an additional \$25 to \$100 deduction fee, determined at County Project Manager’s sole discretion.

DEDUCTIONS	FREQUENCY	TOTAL PRICE
1. Use of a non-CARB certified shuttle where a CARB certified shuttle is required. (XI.E.1.e)	Per Day	\$1,000.00
2. Failure to pass a drug test after a vehicle incident. (XI.D.9)	Each Instance	\$1,000.00
3. Exceeding the maximum customer wait period. (XI.B.1)	Each Instance	\$100.00
4. Shuttle found stopping/standing/waiting/parking in excess of permitted timeframe. (XI.B.6)	Per Occurrence	\$50.00
5. Failure to notify the Project Manager of a malfunctioning GPS or operating a shuttle with a malfunctioning GPS. (X.C.10.k)	Per Shuttle/ Per Day	\$100.00
6. Failure to notify the Project Manager of a malfunctioning CCTV system or Operating a shuttle with a malfunctioning CCTV system. (XI.C.11.b)	Per Shuttle/ Per Day	\$100.00
7. Failure of a shuttle to pass a CHP inspection. (XI.E.5.e)	Each Instance	\$100.00
8. Control of Shuttle: Contractor fails to operate the correct number of shuttles according to the Courtesy Shuttle Service / Employee Shuttle Service schedule. (XI.B.3) (XI.B.4)	Each Instance/ Per Hour	\$100.00
9. Incomplete or missing shuttle cleaning logs. (XI.E.4.b)	Per Occurrence	\$100.00

10. Shuttle Driver's use of any wireless communication device while operating a shuttle. (II.B.1)	Each Instance	\$500.00
11. Manager or Shift supervisor not on duty at all times. Failure to respond within the allotted time. (II.B.1) (III.E.1)	Each Hour	\$100.00
12. Incomplete or missing reports. (XI.B.3)	Each Instance	\$500.00
13. Each transaction processed by a cashier incorrectly, in addition to the underpayment amount, including but not limited to failing to obtain required information for any discount or waiver granted, processing a validation without a validation stamp, and incorrectly calculating the amount due for a lost ticket. (III.S) (III.T)	Each Instance	\$25.00
14. Each missing ticket not accounted for by cashiers at the close of their shift. (II.T)	Each Instance	\$25.00
15. License plate incorrectly input into the LPI system. (III.O)	Each Instance	\$25.00
16. Each employee parking pass, proximity card, and parking access card that is unaccounted for. (III.Z)	Each Instance	\$25.00
17. Failure to complete and submit the nightly license plate inventory at a rate of \$100 per parking structure or lot per night. (III.O)	Each Instance	\$100.00
18. Failure to deposit revenue to the bank no later than the working day following the date revenue was received. (VI.A)	Each Instance	Entire Amount
19. Unsupported reimbursable expense billed to JWA and paid to CONTRACTOR. (Attachment B.3)	Three (3) times the amount of the unsupported operation, service, or expense	
20. Failure to perform of any responsibility or requirement contained in Section Valet Management. (IV.A, B, and C)	Each Instance	\$100.00

21. Audit review resulted in Contractor overpayment, underpayment and/or failure to maintain true and complete books, records, accounts, and supporting documents. (IX.E)	Each Instance	Audit Review Full Cost
22. Contractor's employee failure to comply with the standards of demeanor (XI.D.7.b)	Each Instance	\$100.00
23. Failure of the Contractor to procure required Contractor Shuttles within the specified time frames or operate the required shuttle vehicles may result in termination of the Contract (XI.E.1.f)	Each Instance	Termination of the Contract
24. Failure to submit any financial statements by the due date. (IX.D)	Each Statement	1. \$5,000 fine; or 2. Any and all costs incurred by County for the Certified Public Accountant hired by the County to prepare the required financial statements, including an administrative fee equal to fifteen percent (15%) of those costs.
25. Failure to submit accurate records by the due date. (IX.A)	Each Record	\$100.00
26. Failure to check guests into the valet system within five (5) minutes. (IV)	Each Incident	\$25.00
27. Failure to damage assess a vehicle on the drive and take pictures of the entire vehicle. (IV)	Each Incident	\$100.00
28. Failure to return a vehicle once payment has been made within ten (10) upon a guest's return. If the guest has not called or texted for their vehicle, failure to return a vehicle within fifteen (15) minutes from the requested time. (IV)	Each Incident	\$25.00

29. Failure to inspect a vehicle and leave the trunk open. (IV)	Each Incident	\$100.00
30. Failure to relocate a vehicle within 1 hour during high valet demand or failure to relocate a vehicle within 30 minutes during low valet demand. (IV)	Each Incident	\$100.00
31. Failure to submit Operational Manual. (III.J)	Per Day	\$100.00
32. Failure to operate Parking Access Revenue Control System. (III.Y)	Each Incident	\$100.00
33. Failure to complete scheduled cleaning services. (III.CC)	Each Incident	\$100.00

ATTACHMENT E
SCHEDULES

1. MAINTENANCE SCHEDULE REQUIREMENTS

County, at its option, may adjust, change, alter, or modify any schedule at any time during the term of the Contract upon written notice to Contractor.

Task	Daily	Weekly	Monthly	Annually
1. Cleaning				
a. Hand sweeping around cashier booths; remove loose debris at parking structures, Main Street Lot, and T-Lot	*			
b. Machine sweeping – parking structures, Main Street Lot, Employee Lot (Hand sweep as necessary)		*		
c. Machine sweeping – Commercial Vehicle Lot and Cell Phone Lot (Hand sweep as necessary)	*			
d. Empty trash/recycle cans and ash trays (daily or more often as needed)	*			
e. Restrooms (Main Street Lot, Garage A2/B2): Floors, fixtures	*			
f. Cashier booths: Floors (sweep or mop)	*			
g. Clean windows, wipe down equipment		*		
h. Parking office: Floors (sweep, vacuum, or mop)	*			
i. Windows		*		
j. Carpet (steam clean semi-annually)				*
k. Stairwell areas (excluding adjacent to elevators): Hand sweep, remove debris	*			
l. Damp wipe handrails		*		
m. Clean parking structure windows-exterior windows & interior (accessible) windows, and pressure wash stairwells			*	

n. Parking structure floors: Clean excess oil, stains, or other accumulations	*			
o. Spot steam clean all parking structures		*		
p. Steam clean entrance & exit lanes			*	
q. Steam clean the lower-level parking structure sidewalks (Twice monthly) east of the lower roadway and walkway from B2 Parking Structure (stairwell #6) to MacArthur Blvd crosswalk including sweeping the curbs and gutters (removing gutters plates as required).			*	
r. Steam clean the upper-level east side of the upper roadway (twice monthly) including sweeping the curbs and gutters (removing gutters plates as required).			*	
s. Steam clean all concrete surfaces in Parking Facilities including GTC & GTC Islands (semi-annually) Note: Polluted water shall be disposed of at Airport Maintenance Car Wash Bay, if unavailable, use of airfield biffy dumps can be utilized.				*
t. Steam clean exterior sidewalks of GTC		*		
u. Overhead Pipes: Clean/pressure wash sprinkler pipes & electrical conduit pipes				*
v. Parking control equipment: Dust wipe (or more often as needed)		*		
w. Shuttle and TNC Shelters in all operating areas: Wipe down benches	*			
x. Clean windows		*		
y. Steam clean shelters & surrounding areas			*	
z. Sign graphics cleaning				*

2. Doors and Hardware Inspection				
a. Doors should close and latch properly	*			

3. Electrical Systems				
a. Check light fixtures, outlets, electrical vehicles charging devices, and exposed conduit	*			

4. Parking Control Equipment				
a. Check for proper operation	*			

5. Plumbing / Drainage Systems				
a. Check for proper operation restroom facilities	*			
b. Floor drains in parking structure (during rain events)	*			
c. Check for water leakage throughout parking structures (during rain events)	*			

6. Safety Checks				
a. Handrails, guardrails, and bollards		*		
b. Exit lights	*			
c. Emergency lights	*			
d. Tripping hazards	*			
e. Joint sealants and expansion joints	*			

7. Signs (Graphics)				
a. Check signs for: Proper placement		*		
b. Cleanliness (monthly or more often as needed)			*	
c. Legibility			*	

d. Proper illumination of open/close signs at ticket spitters	*			
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2. REQUIREMENTS FOR TRASH, ASH TRAY & RECYCLING RECEPTACLES

Location	# Trash Cans	Weather Exposed	Ash Trays
Main St. Lot	10	10	6
A1 Garage	24	6	0
A2 Garage	35	8	0
C Garage	45	12	0
B2 Garage	35	8	0
Employee Lot	4	4	4
Cell Phone Lot	12	12	8
Commercial Vehicle Hold Lot	1	1	1
GTC	Airport provides 14 trash and 11 ash trays in GTC. Contractor is responsible for servicing.		

- Trash cans shall be plain, 32-gallon, round Rubbermaid type, and gray. All trash cans shall have dome type lid with matching color door. County Project Manager may approve other types of trash cans. Contractor shall provide trash liners for trash cans.
- Ash trays shall be Smokers Cease Fire type in matching gray color to the trash receptacles.
- Contractor shall, at Airport's request, add or remove trash cans and ash trays as requested. All trash cans and ash trays shall be maintained, kept in good condition, and shall be replaced upon leaking.

Location	# Recyclable Containers	Weather Exposed/ Outside
Main St. Lot	10	10
A1 Garage	24	6
A2 Garage	35	8
C Garage	45	12
B2 Garage	35	8
Employee Lot	4	4
Cell Phone Lot	12	12
Commercial Hold Lot	1	1
GTC	12	12

- Recyclable containers shall be plain, 32-gallon Rubbermaid type, blue with pictures of bottles and cans, and the recycling sign/logo displayed. All recyclable containers shall have dome type lid with matching color door. Contractor shall provide trash liners for all recyclable containers.
- Note: Both, trash cans and recyclable containers, shall be lined with different color lining (or otherwise marked for clear identification) to avoid misplacement. All containers and liners shall be subject to approval by County Project Manager. Contractor is responsible for emptying all trash, ash trays and recyclable containers.

3. SELF PARKING STAFF SCHEDULE

Proposed Daily Staffing	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
MOD								0
Control Room 1								0
Control Room 2								0
Control Room 3								0
MOD/Cont. Room Breakers								0
Shift Plaza Supervisor 1								0
Shift Plaza Supervisor 2								0
Shift Plaza Supervisor 3								0
Shift Plaza Supervisor 4								0
Shift Plaza Supervisor 5								0
Breakers								0
Cashier (A1) Upper								0
Cashier (A1) Lower								0
Cashier (A2) Upper								0
Cashier (A2) Lower								0
Cashier (B2) Upper								0
Cashier (B2) Lower								0
Cashier (c) Garage								0
Cashier (C) Garage								0
Cashier (Main)								0
Cashier (Main)								0
Breakers								0
Office Clerk 1								0
Office Clerk 2								0
Office Clerk								0
Office Clerk								0
Office Clerk								0
Revenue Clerk								0
Day Porter								0
TNC (7:00AM-11:30PM)								0
Breaker								0
Car Wash (optional)								0
Total Weekly Hours	0	0	0	0	0	0	0	0.00
Total Hours Inc. TNC/ Breakers				0.00				

4. COURTESY SHUTTLE SERVICE/ EMPLOYEE SHUTTLE SERVICE SCHEDULES

Shuttle Requirements and Required Staffing - The schedule below shows the minimum numbers of shuttles and staffing hours required to provide the services requested in Attachment A - Scope of Work. Shuttles in operation in excess of the minimum number denoted shall not be eligible for any fee paid to the Contractor.

Contractor shall provide an operating schedule to County Project Manager, prior to commencement of shuttle services, showing how specific staffing will be deployed to meet the requirements of the Courtesy Shuttle Service and Employee Shuttle Service Schedule.

JOHN WAYNE AIRPORT OPERATIONS DIVISION COURTESY SHUTTLE SERVICE																																							
AUTHORIZED SHUTTLE SCHEDULE																																							
TIME OF DAY	AM														PM													DAILY HOURS											
	4:30	5:00	5:30	6:00	6:30	7:00	7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	NOON	12:30	1:00	1:30	2:00	2:30	3:00	3:30	4:00	4:30	5:00	5:30		6:00	6:30	7:00	7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00
MAIN STREET ROUTE																																							
MON	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1	57.0
TUE	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1	57.0
WED	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1	57.0
THU	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1	57.0
FRI	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1	57.0
SAT	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	38.0	
SUN	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	47.0	
WEEKLY HOURS																																							
																											370.0												
SCHEDULE NOTES																																							
(1) Numbers show the required number of shuttles to be performing Operation Hours, as defined by Attachment A, Fee Paid to Operator, at the specified time of day.																																							
(2) Any required driver breaks/lunches and any shuttle maintenance/fueling of any kind, shall be performed in addition to the Authorized Shuttle Schedule <u>at Operators expense.</u>																																							
(3) There are no shuttles scheduled to be in operation between midnight and 4:30AM.																																							
(4) Operator shall provide an operating schedule showing how specific staffing will be deployed to meet the requirements of the Authorized Shuttle Schedule.																																							
(5) Daily Hours and Weekly Hours represent Operation Hours as defined in Attachment A, Fee Paid to Operator.																																							

5. EMPLOYEE SHUTTLE SERVICE SCHEDULE

Time of Day	Minimum Number of Shuttles in Operation
4:00 AM – 8:00 PM	4
8:00 PM – 11:00 PM	3
11:00 PM – 3:00 AM	2
3:00 AM – 4:00 AM	3

6. DAILY HOURS

There are 84 daily Operation Hours based upon the schedule above and as defined in Attachment A - Scope of Work. County reserves the right to change, alter, or modify this schedule in accordance with Contract Additional Terms and Conditions, Article 21.

Daily Hours	Weekly Hours
84	588

Numbers show the required numbers of shuttles to be performing Operation Hours, as defined by Attachment A - Fee Paid to Contractor, at the specified time of day.

Minimum Number of Shuttles in Operation shows the minimum required numbers of shuttles to be performing Operation Hours, as defined by Attachment A - Scope of Work, at the specified time of day. Shuttles in operation in excess of the minimum number denoted shall not be eligible for any fee paid to the Contractor.

Contractor shall provide an operating schedule to County Project Manager, prior to commencement of shuttle services, showing how specific staffing will be deployed to meet the requirements of the Employee Shuttle Service Schedule. Contractor may schedule Shuttle Driver shifts at their discretion provided the minimum number of shuttles is always in compliance.

7. PARKING SPACES (GRAND TOTAL JWA SPACES = 8421)

A1		
LEVEL	Type	Number
1	Standard	241
1	2 Hr	25
2	Standard	424
3	Standard	312
3	ADA	25
3	VIP	9
4	Standard	443
Total Spaces		1479

A2		
LEVEL	Type	Number
1	Standard	461
1	ADA	22
1	Airport	10
2	Standard	581
3	Standard	466
3	TNC	25
3	ADA	4
Total Spaces		1569

B2		
LEVEL	Type	Number
1	Standard	392
1	ADA	19
1	2 Hr	25
1	VIP	31
2	Standard	554
3	Standard	402
3	TNC	42
3	ADA	6
Total Spaces		1471

PSC		
LEVEL	Type	Number
1	Standard	266
1	ADA	16
1	2 Hr	25
1	Reserved	49
2	Standard	434
3	Standard	277
3	ADA	14
3	TNC	32
3	VIP +1 ADA	6
4	Standard	432
5	Valet	430
Total Spaces		1981

Main St.		
LEVEL	Type	Number
1	Standard	1890
1	ADA	31
Total Spaces		1921

ATTACHMENT F
PROTERRA WARRANTY DOCUMENTS

Proterra Warranty documents

Maintenance Training

Proterra provides 32 hours of maintenance and repair training as part of the purchase contract. Proterra also provides bus operation, charger maintenance, and first responder training. Additional training is available for purchase.

Warranty

Statements in the *Proterra Transit Warranty Manual, Service, Parts and Warranty Policies and Procedures* regarding warranty for a long list of items:

- Proterra warrants to the original purchaser/lessee that its Proterra Battery Electric Transit Bus will be free from defects in material and workmanship under normal use and when properly serviced.
- Proterra agrees to repair or replace defective parts with either new or re-certified parts, when available, subject to the terms and conditions set forth herein.
- Warranty repairs may be performed by the Customer or Proterra and must adhere to the terms and conditions outlined in the statement of warranty.
- Proterra may perform warranty repairs at the Customer's location.
- At Proterra, safety is of the utmost importance for our customers and our employees. Therefore, we require our customers to have and maintain the necessary safety equipment, in accordance with state and local OSHA regulations, for the use of any Proterra employee, or authorized provider, that may be performing or assisting with repairs at the Customer's location. This includes but is not limited to, scaffolding to access the top of the bus, fall restraints, proper lifting equipment and jack stands.

Battery System Warranty

- Covers 100% of parts, labor, freight
- Materials and workmanship – 12 years
- 80% initial usable capacity – 12 years
 - Proterra, or a Proterra qualified or certified technician, will perform all necessary repairs to the Battery System. The Battery System may be serviced by the Buyer, or a third-party maintenance provider, provided Buyer or such third-party maintenance provider has completed the proper factory training and has been successfully qualified or certified by Proterra to service the Battery System. Any servicing of the Battery System by the Buyer, or any third-party maintenance provider, without having become Proterra qualified or certified will void the Warranty.



PROTERRA

Standard Limited Warranty **Proterra Catalyst Battery Electric Bus**

Proterra Inc. ("Proterra") warrants to the original purchaser/lessee that its Catalyst battery electric bus will be free from defects in material and workmanship under normal use and when properly serviced. Proterra agrees to repair or replace defective parts at no additional cost to the purchaser/lessee subject to the terms and conditions set forth herein. Such repair or replacement shall be the sole and exclusive remedy for any breach of warranty contained herein. This is a limited warranty subject to the terms and conditions stated below and is referred to as Proterra's Standard Limited Catalyst Bus Warranty.

Proterra's Standard Limited Catalyst Bus Warranty applies to the Class A and Class B parts, assemblies, components listed below. The warranty covers 100% of the parts, labor reimbursement (if applicable in accordance with the terms of this warranty and the purchase/lease agreement) and any associated freight costs during the warranty time period identified below.

Class A:

This class includes manufactured or assembled components and systems, including some purchased assemblies listed below.

The Coverage Period is the lesser of:

	<u>Term (yrs)</u>	<u>OR</u>	<u>Miles</u>
Complete Bus ⁽¹⁾	1 yr		50,000
Main Composite Monocoque Structure ⁽²⁾	12 yrs		500,000
Structural Systems ⁽³⁾	3 yrs		150,000
Corrosion ⁽⁴⁾	12 yrs		500,000

Class B:

This class includes major components purchased and installed by Proterra and listed below.

The Coverage Period is the lesser of:

	<u>Term (yrs)</u>	<u>OR</u>	<u>Miles</u>
Brake System	2 yrs		100,000
Transmission	2 yrs		100,000
Axle	2 yrs		100,000
Destination Signs	2 yrs		100,000
Defroster	2 yrs		100,000
Door Systems	2 yrs		100,000
Catalyst Bus Warranty_V6			

Air Compressor	2 yrs	100,000
Air Dryers	2 yrs	100,000
Wheelchair Lift and Ramp System	2 yrs	100,000
Fire Suppression	2 yrs	100,000
Passenger Seating (excluding upholstery)	2 yrs	100,000
Windows	2 yrs	100,000
Traction Motor and Inverter	2 yrs	100,000
Power Steering	2 yrs	100,000
A/C Unit and Compressor	2 yrs	100,000

- (1) Complete Bus is defined as bumper-to-bumper coverage excluding the following:
- Provided Customer Equipment (including but not limited to: ITS)
 - Consumables (including but not limited to: brake pads, wiper blades)
- (2) Main Composite Monocoque is defined as the main composite body excluding non-structural members.
- (3) Structural Systems is defined as the structural elements of the suspension and powertrain cradle.
- (4) The components indicated in notes (2) and (3) above are covered for structural failure due to corrosion.
- Exclusions:
- Surface and non-structural corrosion, oxidation, or patina
 - Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents or detergents
 - Corrosion caused by acid rain or other industrial fallout
 - Corrosion due to improper prevention measures during storage or use
 - Corrosion due to environmental damage (including ocean spray); airborne fallout (chemicals, tree sap, etc.) or other atmospheric conditions or act of nature
 - Corrosion due to improper use, misuse or abuse including insufficient maintenance

This warranty does NOT cover malfunction or failure of the bus due to the following events induced or caused by the purchaser/lessee or other third party:

- Alteration or modification of any part of the bus or assembly or combination of any part of the bus with any third party item
- Misuse or negligent use of the bus, including but not limited to purchaser's, lessee's or a third party's failure to follow Proterra's operating manual
- Intentional or accidental Collision
- Acts of Nature
- Neglect or Failure to perform the Preventative Maintenance outlined in the maintenance documentation for the bus
- Unauthorized use or operation outside of the terms and conditions of the applicable lease contract
- Improper maintenance and repair
- Intentional acts of destruction, tampering or vandalism

For the avoidance of doubt, this warranty does not include the replacement of normal maintenance items including, but not limited to, brake pads, filters, light bulbs, or any consumable items that are the sole responsibility of the purchaser/lessee.

The start of the Standard Limited Catalyst Bus Warranty term is the date of acceptance of each bus in accordance with the terms of the applicable purchaser/lease contract.

EXCEPT FOR THE OBLIGATIONS, WARRANTIES AND REPRESENTATIONS SPECIFIED HEREIN, PROTERRA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.

Proterra administers the warranty process and all warranty claims are at the sole and absolute discretion of Proterra.

In connection with any claim brought under this limited warranty, the purchaser/lessee must provide the failed component along with the proper documentation and warranty claim form. Proterra will perform an inspection of the failed component and supporting documentation to make a claim determination. Proterra will not provide any compensation, labor, repairs, or replacement part to the purchaser/lessee without the above documentation.

This warranty document does not include the Fast Charge System, Depot Charger, or Battery System. Please refer to those specific system warranty documents.



PROTERRA

Limited Warranty Battery System (E2)

Proterra Inc. ("Proterra") warrants to the original purchaser/lessee that its Battery System ("Battery") for the Catalyst E2 series battery electric bus will be free from material defects in material and workmanship under normal use and when properly serviced. Proterra agrees to repair or replace defective parts at no additional cost to the purchaser/lessee subject to the terms and conditions set forth herein. This is a limited warranty subject to the terms and conditions stated below, and subject to compliance in all respects with the approved use conditions set forth at the bottom of this Standard Limited Warranty.

Proterra's Standard Limited Battery System Warranty ("Warranty") applies to the internal Battery components listed below. The warranty covers 100% of the parts, labor reimbursement (if applicable in accordance with the terms of this warranty and the purchase/lease agreement) and any associated freight costs during the warranty time period identified below. Battery components contained within the main battery enclosure ("Pack") may not be serviced by the purchaser/lessee or any third party maintenance provider, and any such servicing of the Pack by purchaser/lessee or any third party maintenance provider voids the Warranty. Proterra technicians will perform all necessary repairs required internal to the Pack.

Coverage Periods:

<u>Materials and Workmanship:</u>	<u>12 years / unlimited miles</u>
<u>80% of Initial Usable Capacity:</u>	<u>12 years / or 400,000 kWh of gross discharge throughput per pack</u>

The warranted usable capacity at 12 years or the gross discharge throughput limit (whichever comes first) will be at least 80% of initial usable capacity.

"Gross Discharge Throughput" is defined as the total energy discharged through the battery pack during its life and is tracked by the BMS at the pack level and reported through telemetry. This includes energy discharged while powering auxiliary systems as well as energy discharged which was recuperated from regenerative braking.

The procedure for determining percentage of usable capacity (also referenced as 'state of health' or 'SOH') can be found in the maintenance and repair manual.

The Battery is defined as the main high voltage energy storage system and consists of the following:

- Battery modules and components internal to the Pack
- Battery management system (BMS) electronics
- Cooling system components internal to the Pack
- Pack enclosure

- All electrical connections and components internal to the Pack
- Manual Service Disconnect (MSD)

A warrantable defect may be addressed by software updates, replacing internal parts, or replacing assemblies. These replacement parts may be identical or equivalent substitutes. Repairs may include factory reconditioned components that have an energy capacity at least equal to that of the original Battery before the failure occurred. Where applicable, Proterra reserves the right to upgrade parts or assemblies with latest design.

Proterra retains ownership of any components that are removed and/or replaced including any system components that have reached the end of their service life due to SOH.

Due to the pace of battery technology development, Proterra reserves the right to replace components with different items of equal or better performance.

The Warranty does NOT cover malfunction, failure, or loss of capacity of the Battery System due to the following events induced or caused by the purchaser/lessee or other third party:

- Alteration or modification of any Battery part or assembly or combination of the Battery with third party items
- Misuse or negligent use of the Battery, including but not limited to, purchaser's, lessee's or a third party's failure to follow Proterra operating guidelines contained in the manual made available by Proterra
- Exposing the vehicle to ambient temperatures above 140°F (60°C) or below -22°F (-30°C) for more than 24 hours at a time
- Physically damaging the Battery, or intentionally attempting, either by physical means, programming, or other methods, to extend or reduce the life of the Battery
- Exposing the Battery to direct flame
- Flooding of the Battery
- Intentional or accidental collision
- Acts of Nature
- Neglect or failure to perform the Preventative Maintenance outlined in the maintenance service training for the Battery System
- Unauthorized use or operation outside of the terms and conditions of the applicable purchase/lease contract
- Unauthorized or improper maintenance and repair by non-Proterra personnel
- Intentional acts of destruction, tampering or vandalism

The start of the Standard Limited Warranty term is the date of acceptance of each bus in accordance with the terms of the applicable purchase/lease contract.

Proterra administers the warranty process and all warranty claims are at the sole and absolute discretion of Proterra.

In connection with any claim brought under this limited warranty, the purchaser/lessee must provide the failed component along with the proper documentation and warranty claim form. Proterra will perform an inspection of the failed component and supporting documentation to make a claim determination. Proterra will not provide any compensation, labor, repairs, or replacement part to the purchaser/lessee without the above documentation.

EXCEPT EXPRESSLY AS SET FORTH IN THIS WARRANTY, PROTERRA EXPRESSLY DISCLAIMS

ANY OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AS TO THE QUALITY OR PERFORMANCE OF THE BATTERIES AND/OR THE PACKS.

THIS STANDARD LIMITED WARRANTY IS SUBJECT TO COMPLIANCE IN ALL RESPECTS DURING THE ENTIRE APPLICABLE WARRANTY PERIOD WITH THE BELOW APPROVED USE CONDITIONS. IF THE ORIGINAL PURCHASER/LESSEE DOES NOT COMPLY IN ALL RESPECTS WITH THE BELOW APPROVED USE CONDITIONS DURING THE ENTIRE APPLICABLE WARRANTY PERIOD, THEN THIS STANDARD LIMITED WARRANTY SHALL NOT APPLY.

APPROVED USE CONDITIONS

The Batteries shall be used in accordance with the Battery Services Agreement between Customer and Proterra, as well as in accordance with the following use conditions:

Storage SOC Range	When not installed in a vehicle, batteries shall be stored between 5% and 20% SOC.
Excursions "Below Empty"	Excursions below 0% SOC, as indicated by the dash, shall be limited to no more than 30 occurrences in the initial 6 year SOH warranty period.
Storage Temperature Range Excursions	The battery may be stored at temperatures which occur in the range from -40degC to +60degC. Storing at temperatures above +30degC should be limited to no more than 10% of the storage period. Storing at temperatures above +40degC should be limited to no more than 5% of the storage period.
Recommended Nominal Storage Temperature Range	To maximize life, the battery pack should be stored in the range from -20degC to +30degC.



PROTERRA

Standard Limited Warranty **Proterra Charging System**

Proterra Inc. ("Proterra") warrants to the original purchaser/lessee that its Proterra Charging System will be free from defects in material and workmanship under normal use and when properly serviced. Proterra agrees to repair or replace defective parts at no additional cost to the purchaser/lessee subject to the terms and conditions set forth herein. Such repair or replacement shall be the sole and exclusive remedy for any breach of warranty contained herein. This is a limited warranty subject to the terms and conditions stated below.

Proterra's Standard Limited Charging Systems Warranty covers the parts, assemblies, and components in the charge system listed below. This warranty covers 100% of the parts, labor reimbursement (if applicable in accordance with the terms of this warranty and the sales agreement) and any associated freight costs during the warranty time period identified below.

Coverage Period:

125kW Power Control System (PCS) and Charge

2 years

Dispenser

The "charge systems" as referred to in this document is comprised of but not limited to the following components:

- 125kW Power Control System (PCS)
- Charge Dispenser
- Power cabling and conduit between charger and dispenser IF installed by Proterra or Proterra managed contractors
- If provided, pedestal mount, wall and overhead mounting brackets, cable hanger, and cable reel.

Items and components NOT covered by the Standard Limited Charging Warranty include but are not limited to the following:

- Switchgear
- Data communication link from transit authority
- Transformers upstream of the switchgear
- Facility related items (including but not limited to buildings or enclosures, concrete pads, HVAC)
- Power cabling and conduit between charger and dispenser NOT installed by Proterra or Proterra managed contractors

The warranty does NOT cover malfunction or failure of the charge system due to the following events induced or caused by the purchaser/lessee or other third party:

- Alteration or modification of any part of the charge system or assembly or combination of the charge system with a system that is not authorized in writing by the manufacturer or performed by the manufacturer
- Misuse or negligent use of the Charge System, including but not limited to, purchaser/lease or maintenance provider's failure to follow Proterra's operating manual
- Intentional or accidental collision, destruction, tampering or vandalism
- Acts of Nature
- Neglect or Failure to perform the Preventative Maintenance outlined in the Service Maintenance documentation for the Charge System
- Unauthorized use or operation outside the terms and conditions of the applicable sales/lease agreement
- Improper maintenance or repair by purchase or any third party servicer
- Charger cord and connector failures due to wear or damage from being run over or improperly stowed

This warranty does not cover the repair or replacement of normal maintenance items including but not limited to: charger cord and connector failures due to wear, filters, or any consumable items that are the sole responsibility of the purchaser/lessee

The start of the Standard Limited Charging Warranty term is the date of purchaser/lessee's acceptance of the charge system in accordance with the terms of the purchase/lease agreement.

EXCEPT FOR THE OBLIGATIONS, WARRANTIES AND REPRESENTATIONS SPECIFIED HEREIN, PROTERRA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.

Protterra administers the warranty process and all warranty claims are at the sole and absolute discretion of Protterra.

In connection with any claim brought under this limited warranty, the purchaser/lessee must provide the failed component along with the proper documentation and warranty claim form. Protterra will perform an inspection of the failed component and supporting documentation to make a claim determination. Protterra will not provide any compensation, labor, repairs or replacement part to the purchaser/lessee without the above documentation.

Exhibit 6**Proposed Equipment Specifications**Instructions Regarding Specifications

Bidder shall develop and submit with its bid its proposed equipment specifications labeled as "Exhibit 6 Proposed Equipment Specifications".

The Proposed Equipment Specifications should include but not limited to; feature/options, color, and pictures of the proposed equipment and any requirements and/or additional information requested in "Attachment A – Scope of Work/Specifications".

Make/model/year of Electric Shuttle Bus:	Proterra 125kW PCS with Multi-Dispenser, 2020
Number of calendar months following receipt of order	Sixteen (16) months after executed contract
Make/model/year of In-Depot Charger	Proterra 125kW PCS with Dispenser, 2020
Number of calendar months following receipt of order	Thirteen (13) months after executed contract

Submittal format for proposed equipment specifications

Bidder shall restate the requirement and respond proposed specifications directly after in format below:

- 01 Compliance and Warranty (01.01 thru & including 01.08)
- 01.01 Electric buses must meet the Buy American requirements of FAA under 49 USC section 50101 or have a Type III waiver per 49 USC section 50101 (b)(3).
(i.e. 01.01 Bidder's Response: Bidder's buses meet the buy American requirement)
- 01.02 Prior to acceptance of buses, the vehicles must have completed Altoona testing (7 years/20,000 miles). Any items that required repeated repairs or replacement will undergo corrective action with supporting test and analysis. A report clearly describing and explaining the failures and corrective actions taken to ensure that any and all such failures will not occur will be submitted to the COUNTY. If available, the Altoona Test Report shall be provided to the COUNTY with the Proposal submittal. If not available, then the report shall be provided prior to first acceptance of the buses.
(i.e. 01.02 Bidder's Response: Bidder's buses have completed Altoona testing, etc.)
- 02 General (02.01 thru & including 02.08)
(Bidder's Response/Proposed Equipment Specifications)
- 03 Chassis (03.01 thru & including 03.11)
(Bidder's Response/Proposed Equipment Specifications)
- 04 Body and Interior Specifications (04.01 thru & including 04.41)
(Bidder's Response/Proposed Equipment Specifications)
- 05 Drive Train Specifications (05.01 thru & including 05.09)
(Bidder's Response/Proposed Equipment Specifications)
- 06 Charging Infrastructure (06.01 thru & including 06.6)
(Bidder's Response/Proposed Equipment Specifications)
- 07 Options

Please see Proterra's proposed equipment specifications, response to the sections noted above, and additional supportive information on the following pages.

Compliance with Specifications

- | Item | Description |
|-------|---|
| 01 | <u>Compliance and Warranty</u> |
| 01.01 | Electric buses must meet the Buy American requirements of FAA under 49 USC section 50101 or have a Type III waiver per 49 USC section 50101 (b)(3).
Bidder Response: Proterra will submit a Type III waiver request and supportive documentation as required. |
| 01.02 | Prior to acceptance of buses, the vehicles must have completed Altoona testing (7 years/20,000 miles). Any items that required repeated repairs or replacement will undergo corrective action with supporting test and analysis. A report clearly describing and explaining the failures and corrective actions taken to ensure that any and all such failures will not occur will be submitted to the COUNTY. If available, the Altoona Test Report shall be provided to the COUNTY with the Proposal submittal. If not available, then the report shall be provided prior to first acceptance of the buses.
Bidder Response: Proterra is providing copies of Altoona Reports with our bid; further, we are currently undergoing testing at Altoona in addition to the test reports included herewith, Proterra's Catalyst 40' E2 Max with the DuoPower drivetrain is currently at Altoona with testing in progress. We anticipate that the test will be concluded with the test report available in the first quarter of 2020 which would be well in advance of vehicle deliveries resulting from this IFB. |
| 01.03 | The Buses must be designed to meet federal, State and local ADA regulations for safe and comfortable accessibility for disabled passengers. Passenger doors and doorways comply with ADA requirements, including ability to be navigated by a mobility aid device, such as a wheelchair, and include one powered wheelchair ramp.
Bidder Response: Proterra's buses meet the above requirements. |
| 01.04 | Buses shall comply with all applicable Federal Motor Carrier Safety Regulations (FMCSR), Federal Motor Vehicle Safety Standards (FMVSS) quality and safety standards. Buses shall comply with and DOT and National Fire Protection Association (NFPA) rules, recommendations, and regulations that apply at the time of delivery.
Bidder Response: Proterra's buses meet the above requirements. |
| 01.05 | The electric buses shall have an equipment life expectancy of at least ten (10) years or 500,000 miles, whichever comes first.
Bidder Response: Proterra's buses have an equipment life expectancy of twelve (12) years or 500,000 miles, whichever comes first. |
| 01.06 | The batteries shall have a minimum warranty of ten (10) years at 80% capacity. The bus manufacturer shall take back the bus battery at the end of battery life.
Bidder Response: Proterra is including our enhanced battery warranty which guarantees 80% of initial usable capacity for twelve (12) years or 400,000 kWh of gross discharge throughput per pack. Further, Proterra will take back the bus batteries at the end of battery life. |
| 01.07 | The electric buses shall be low-floor, purpose-built for electric battery power, not converted from other fuel engine purpose of approximate 35-foot in length with all-electric powertrain, composite vehicle body, and a power battery capacity with universal charging system.
Bidder Response: Proterra's proposed 35' Catalyst buses are purpose-built for electric battery power and are built on composite monocoque bodies; each bus includes 440kWh of onboard energy storage and we are also proposing our SAE J1772-CCS 125kW plug-in chargers. |

01.08 Buses shall be capable of providing continuous service for 150 miles on the route identified by John Wayne airport assuming only 80% battery capacity. Calculations addressing this must be provided.

Bidder Response: Proterra's proposed 35' Catalyst buses will be capable of providing continuous service for 150 miles on the route identified by JWA assuming only 80% of gross battery capacity. Please see calculations provided in the following page.



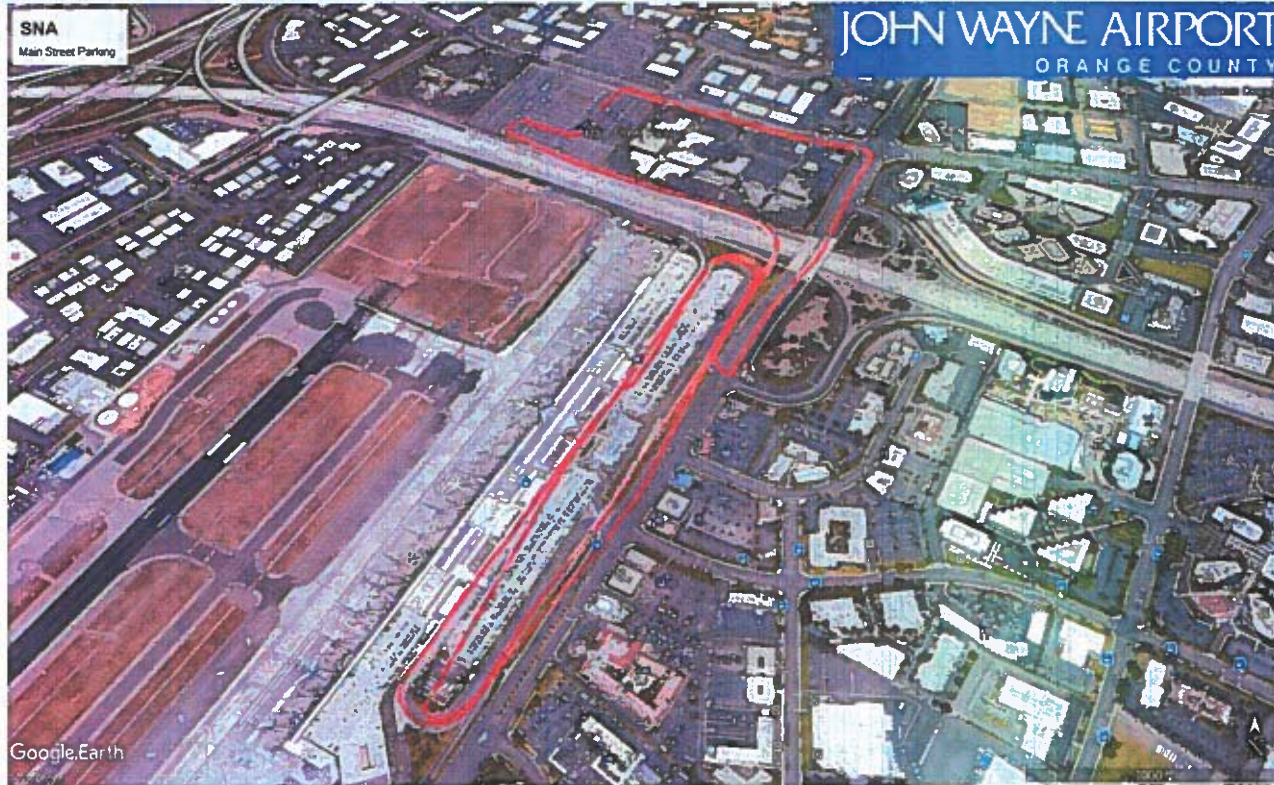
ROUTE SIMULATION RESULTS – Proterra 800VDC 35ft



Route Information	E2 DuoPower™
Route Name	Employee Parking
Distance	3.1 miles
Duration	21.5 Minutes
Average Speed	8.6 Mph
Maximum Speed	41 Mph
Maximum Grade	3.5 %
Average Day Results	
Passenger Count	29
Ambient Temperature	72 °F
Efficiency	1.891 kWh/mi
MPGe	19.9
Total Energy Consumed	5.86 kWh
Estimated range with 1 full charge	186 Miles BOL 173 Miles EOL
System Energy Recaptured by Regen	38.0 %
Environmental and Operating Impact	
Hot Day	
Passenger Count	29
Ambient Temperature	82 °F
Efficiency	2.167 kWh/mi
MPGe	17.4
Estimated range with 1 full charge	162 Miles
Cold Day	
Passenger Count	29
Ambient Temperature	55 °F
Efficiency	2.049 kWh/mi
MPGe	18.4
Estimated range with 1 full charge	172 Miles

***Note: Battery End of Life (EOL) Range determined for 7% capacity degradation over 12 years.

ROUTE SIMULATION RESULTS – Proterra 800VDC 35ft



Route Information	E2 DuoPower™
Route Name	Main Street Parking
Distance	4.1 miles
Duration	21 Minutes
Average Speed	11.4 Mph
Maximum Speed	32 Mph
Maximum Grade	3.5 %
Average Day Results	
Passenger Count	29
Ambient Temperature	72 °F
Efficiency	1.488 kWh/mi
MPGe	25.3
Total Energy Consumed	6.10 kWh
Estimated range with 1 full charge	237 Miles BOL 220 Miles EOL
System Energy Recaptured by Regen	22.6 %
Environmental and Operating Impact	
Hot Day	
Passenger Count	29
Ambient Temperature	82 °F
Efficiency	1.639 kWh/mi
MPGe	23.0
Estimated range with 1 full charge	215 Miles
Cold Day	
Passenger Count	29
Ambient Temperature	55 °F
Efficiency	1.371 kWh/mi
MPGe	27.5
Estimated range with 1 full charge	257 Miles

***Note: Battery End of Life (EOL) Range determined for 7% capacity degradation over 12 years.

CATALYST® : 35 FOOT BUS

PERFORMANCE SPECIFICATIONS



PROTERRA

	Description	XR	E2
CATALYST VEHICLE WITH DUOPOWER™ DRIVETRAIN			
Total Energy	kWh	220	440
Operating Efficiency*	kWh/mile	1.46-1.79	1.50-2.16
	MPGe	21.0-25.8	17.4-25.0
Operating Range*	Miles; Usable energy/Operating efficiency	98-121	163-234
Top Speed (Proterra-governed)	mph (per tire rating)	65	65
Acceleration (at SLW, seconds)	0 to 20 mph	5	5
	20 to 50 mph	16	12.3
Gradability (top speed at % grade, at SLW, mph)	5%	54	65
	10%	32	44
	15%	23	31
Max Grade (at SLW)		29%	27%
Horsepower	Peak	338	510
	Continuous	170	338
Motor	Dual independent 190 kW motors	•	•
Gearbox	Proterra 2-speed auto-shift EV gearbox	•	•
Curb Weight	lbs	26,358	29,658
Max Gross Vehicle Weight Rating	lbs	42,000	42,000
CATALYST VEHICLE WITH PRODRIVE DRIVETRAIN			
Total Energy	kWh	220	440
Operating Efficiency*	kWh/mile	1.55-1.89	1.66-2.32
	MPGe	19.9-24.3	16.3-22.7
Operating Range*	Miles; Usable energy/Operating efficiency	93-114	152-212
Top Speed (Proterra-governed)	mph (per tire rating)	65	65
Acceleration (at SLW, seconds)	0 to 20 mph	6.2	6.4
	20 to 50 mph	21.7	23.5
Gradability (top speed at % grade, at SLW, mph)	5%	48	43
	10%	29	29
	15%	22	21
Max Grade (at SLW)		24%	21%
Horsepower	Peak	335	335
	Continuous	170	240
Motor	Single 250kW permanent magnet drive motor	•	•
Gearbox	Proterra 2-speed auto-shift EV gearbox	•	•
Curb Weight	lbs	26,558	29,858
Max Gross Vehicle Weight Rating	lbs	42,000	42,000
CHARGING			
Max Plug-in Charge Rate at 200A	kW	72	132
Max Overhead Charge Rate	kW	166	331
Overhead Charging	Miles replenished per 10 minutes **	16	28
	Est. time Empty to Full***	2.7 hrs.	2.7 hrs.
Plug-In Charging	Est. time Empty to Full***	2.8 hrs.	3.2 hrs.
*Operating range and efficiencies approximated from simulations based on UDDS cycle Altoona testing results at SLW, and will vary with route conditions, weather, vehicle configuration and driver behavior. ** ProDrive powertrain efficiencies *** Charge time will vary depending on charger type. Estimated charge time empty to full based on 0-99%			

CATALYST[®] : 35 FOOT BUS

PLATFORM SPECIFICATIONS



PROTERRA

	Description
VEHICLE DIMENSIONS	
Length	443"
Height	128"
Width	102"
Wheelbase	243"
Approach Angle	8.6°
Breakover Angle	8.5°
Departure Angle	8.7°
Turning Radius	432"
INTERIOR	
Seating Capacity	28
Door Width	Front 43.4", Rear 49.1"
Lighting	LED interior lighting system
Handles	Stainless-steel stanchion system
Stop Request	ADA pull cord or touch tape stop request
Doors	Sensitive edges on both front and rear door
Wipers	Electric wipers and washers
HVAC	Overhead integrated system
EXTERIOR	
Bus Body	Carbon-fiber-reinforced composite material
Tires	Standard: Michelin 315/80R22.5
Exterior Lights	LED
BRAKES & SUSPENSION	
Braking System	Regenerative braking; front & rear air disk brakes
Traction	4-wheel ABS with optional traction control
Suspension	Multi-Link Air Ride rear suspension
ELECTRICAL SYSTEM	
Battery System	Integrated battery management system
Low Voltage	Two, Group 31 700 CCA 12v batteries
Charge Ports	J1772 CCS: One port standard at curb-side rear, 2nd port optional at street-side rear or curb-side front
Overhead Charging	Optional
Plug-in Charging	Universal standard J1772-CCS
Overhead Charging	Universal standard J3105
ADA	
	Two ADA locations, one on each side of the aisle directly behind the front wheel
	ADA securement system
	Front ADA power wheelchair ramp (4:1, 6:1 slope)
	Rear door modesty panels
	Aisle width between front wheel wells: 35.7"
WARRANTY	
Vehicle	Complete Bus - 1 year or 50,000 miles Extended warranties and service contracts available upon request
Batteries	12 years / unlimited miles, materials and workmanship



PROTERRA TRAINING PROGRAMS

1 Standard Training Provided with Bus Purchase

Standard training is the full set of training to be included with the each bus new bus contract. See Section 3 for class curriculum.

1.1 Operator Training

FC - Two (2), eight (8) hour classes (16hrs total) within a two day period.

XR/E2 - Four (4), four (4) hour classes (16hrs total) within a two day period.

Class size limited to 6 students per class. This class is intended as a train-the-trainer for operator trainers, supervisors or bus operators.

1.2 Bus Introduction

Eight (8), two (2) hour classes (16hrs total) to be completed during the new bus launch period. Class size is limited to 6 students per class. This is a quick overview of the bus intended for maintenance technicians or other yard personnel who need to be aware of bus operation during the initial acceptance and launch period.

1.3 Bus Maintenance Training

One (1), thirty-two (32) hour (4 days per class) classes (32hrs total) within a one week period. Class size limited to 8 students per class. This class is intended for bus maintenance technicians.

1.4 Charger Maintenance Training

FC Charger (On-Route) - One (1), sixteen (16) hour (2 days per class) class within a two day period. Class size is limited to five (5) students per class. This class is intended for charger maintenance technicians.

PCS Charger (Depot)- One (1), sixteen (16) hour (2 days per class) class within a two day period. Class size limited to five (5) students per class. This class is intended for charger maintenance technicians.

1.5 First Responder Training

One, 2-4hr class for local emergency First Responders

1.6 Vendor Provided Training

Typically some vendor-provided training is made available. The content and scope of this training depends on individual customer requirements and vendors selected.

HVAC Training

ADA Ramp Training

Destination Sign Training



Doors Training

2 Optional Training

2.1 Structural Composites Training

Three day class for up to 10 students held at the customers location. This class is intended to provide classroom and hands-on training for those wishing to make structural composites repairs to their Proterra buses. See section 3 for curriculum information. Offsite training is available if a suitable body shop is not available locally.

Structural Composites Training = \$15,000 (travel and materials included)

2.2 Additional Training Sessions

Additional training is available as an option for those looking to train more students, as a refresher or for new personnel. Additional training may be requested at any time from Mike Finnern.

FC Operator Training = \$2000/class + travel

XR/E2 Operator Training = \$1000/class + travel

Bus Maintenance Training = \$10,000/class - travel included

FC Charger Maintenance training = \$5000/class - travel included

XR/E2 Charger Maintenance training = \$5000/class - travel included

3 Training Content Overview

3.1 Driver Training

- Bus Orientation
 - History of Proterra
 - Advantages & strong points of the bus
 - Basic discussion of bus operating systems
 - Special components or features of the bus
- Electrical/Electronics
 - Location of all key electrical components on the bus
 - General discussion of the non-propulsion electrical system
 - Specific discussion on vehicle operating, control, safety and lighting systems and location of controls and switches
 - Warning indicators and gauges
- Transmission & Controls
 - Location of controls
 - Correct operation of the bus
 - Driving experience
- Air Conditioning System



- Location of controls
- Operation of the system
- Door/Window System
 - Location of controls
 - Door operation
 - Location of egress windows
 - Operation of egress windows
- Brake System
 - Explanation of the brake system
 - Driving experience
- Bus Service Instruction
 - Compartment-by-compartment tour of the bus
 - Mirrors adjustments
 - Seat adjustment
- Operational/Road Training
 - Familiarization with controls
 - Driving experience
 - Driving efficiently
- Docking and Charging (FC only)
 - Familiarization with system
 - Docking and charging experience
- Safety Training & Procedures
 - Mobility aid ramp
 - Securing mobility aid passengers
 - Emergency procedures
- Handouts
- Knowledge Quiz

3.2 Bus Maintenance Training

- Bus Orientation
 - History of Proterra
 - Advantages & strong points of the bus
 - Basic discussion of bus operating systems
 - Compartment-by-compartment tour of the bus
 - Special components or features of the bus
- Electrical/Electronics
 - Location of all key electrical components on the bus
 - Explanation of the wiring diagram and codes
 - General discussion of electrical system
 - Specific discussion on vehicle operating, control, safety and lighting systems including troubleshooting instruction
- Transmission & Controls
 - Explanation of the transmission
 - Explanation of the electronic control system
 - Basic trouble shooting of the transmission
- Air Conditioning System



- Explanation of the air conditioning system and location of key components
- Explanation of the air conditioning electrical system
- Explanation of the compressor, basic trouble shooting and preventative maintenance
- Basic trouble shooting of the entire system
- Preventative maintenance of the entire system
- **Doors/Window System**
 - Explanation of the door system and location of all system components
 - Explanation of the door electrical system
 - Proper door adjusting procedures
 - Basic trouble shooting of the door system
- **Brake System**
 - Explanation of the brake system
 - Basic brake system troubleshooting and repair
- **Bus Service Instruction**
 - Controls and switches
 - Warning indicators and gauges
 - Seat adjustment
 - Door controls
 - Mobility aid ramp operation
 - Compartment inspection and service points
 - Mirror adjustment
 - Climate control system
- **Fire Detection/Suppression System/Safety Procedures**
 - Basic system familiarization
 - Location of controls
- **Propulsion System**
 - Explanation of the propulsion system and the location of key components
 - Explanation of the drive motor, accessories and controls
 - Explanation of the propulsion batteries, accessories and controls
 - Explanation of propulsion system maintenance procedures
 - Basic trouble shooting procedures for the propulsion system
- **Air System**
 - Explanation of the air system including location of all system components
 - Basic trouble shooting of the air system
 - Preventative maintenance of the air system
- **Suspension/Steering/Axles**
 - Explanation of the suspension system
 - Basic repairs to the suspension system
 - Basic trouble shooting of the suspension system
 - Explanation of the steering system
 - Basic trouble shooting of the steering system
- **Body-Composite Repairs, Lights, Etc...**
 - Explanation of the body and attachment methods for accessories
 - Basic repair methods including composite repairs (high-level)
- **Parts-Ordering, Etc...**



- Explanation of the parts manual and how it is divided
- Explanation of the parts numbering system
- Orientation to the bus and components on the bus
- Practice in finding parts in the parts manual
- **Mobility/Ramp System**
 - Explanation of the mobility aid/ramp systems, mechanisms and controls
 - Inspection and periodic maintenance of the mobility aid/ramp mechanisms
 - Trouble shooting of the ramp and control systems
- **Safety Training & Procedures**
 - Basic safety orientation
 - Lock out/tag out procedures
 - High voltage orientation
- **Bus Preventative Maintenance**
 - Review of PMI procedures
- **Diagnostic Tool**
 - Explanation of usage
- **Handouts**
- **Knowledge Quiz**

3.3 On-Route Charger Maintenance Training (FC)

- **Charger Orientation**
 - History of Proterra
 - Advantages & strong points of the charger
 - Basic discussion of charger operating systems
 - Tour of the charger
- **Overview and Theory of Operation**
 - Review of the docking process
 - Review of components and systems
- **Pneumatic System**
 - Review of components
 - Troubleshooting
 - Repair
- **Controls and Electrical System**
 - Review of components
 - Troubleshooting
 - Repair
- **High Voltage**
 - Review of components
 - Troubleshooting
 - Repair
- **Charge Arm**
 - Review of components
 - Troubleshooting
 - Repair



- Charge Head
 - Review of components
 - Troubleshooting
 - Repair
- Main Charger
 - Theory of operation
 - Review of components
 - Troubleshooting
 - Repair
- Preventative Maintenance
 - Monthly process
 - Semi-Annual process
 - Annual process
- Shop Charger
 - Review of components
 - Theory of operation
 - Preventative Maintenance
- Diagnostics
 - Description of diagnostics
 - Troubleshooting
- Safety Training & Procedures
 - Basic safety orientation
 - Lock out/tag out procedures
 - High voltage orientation
- Parts-Ordering, Etc...
 - Explanation of the parts manual and how it is divided
 - Explanation of the parts numbering system
 - Orientation to the bus and components on the bus
 - Practice in finding parts in the parts manual
- Handouts
- Knowledge Quiz

3.4 Depot Charger Maintenance Training (XR/E2)

Content of depot charging will vary with the particular vendor selected for the installation. General topics are listed below

- Charger Orientation
 - Basic discussion of charger operating systems
 - Tour of the equipment
- Safety
- Theory of Operation
- Preventative Maintenance
- Diagnostics and Troubleshooting



3.5 Structural Composites Training

- Welcome and Introduction
- Introduction to Composites
 - History
 - Advantages
- Health and Safety
- Resins
 - Types and characteristics
 - Handling
- Fibers
 - Types and characteristics
 - Fiber forms, construction and weave styles
 - Handling
 - Orientation / Balance/ Symmetry
 - Quasi-Isotropic Properties and Warp Clocks
- Damage Definition
 - Major vs minor
- Discussion – Repair theory
 - Damage repair design considerations
- LAB
 - Damage evaluation and repair approach
 - Minor damage repair
 - Peer review of repair work
 - Resins and Adhesives
 - Manufacturing
 - Storage/Shelf life/Pot life
- LAB 2
 - Introduction to vacuum bagging
 - Bonding discussion / Surface prep
 - Core discussion
- Cure Cycles
 - Rheology and specific issues
- LAB 3
 - Major damage creation (damage your panel)
 - Review of structure repairs
 - Evaluate damage
 - Formulate repair approach
 - Choose material and organize sequence
 - Complete repairs
 - Peer evaluation of repairs
- Metal Bonding
 - Materials
 - Processes
- LAB 4
 - Bond metal to composite
 - Body work and paint prep

03 Chassis

03.01 Electric buses to have a maximum length of 36 feet.

Bidder Response: Proterra's 35' Catalyst Buses have a maximum length of 443" (36.92 feet).~~03.02 Buses to have a maximum GVWR of 41,000 pounds~~

03.03 Buses designed for safe speeds up to 60 mph.

Bidder Response: Proterra's buses are designed for safe speeds up to 65 mph but can be governed to a maximum of 60 mph if needed.

03.04 Meet ADA guidelines

Buses to have wheelchair access and front and rear wheel chair kneeling feature (if necessary) that will lower the buses to correct wheelchair lift of ramp angle to meet ADA guidelines.

- Buses must not kneel when wheelchair ramp is deployed or in operation.

Buses to have service brake interlock system that will not allow buses to be moved when passenger door is open, or wheelchair lift or ramp is deployed or in operation.

Bidder Response: Proterra's proposed buses meet the above requirements.

03.05 Buses to have tilt-adjustable and telescopic steering column of no less than 30 degrees as measured from the horizontal and upright position.

Bidder Response: Proterra's proposed buses meet the above requirements.

03.06 Electric buses to have master disconnect switch to disconnect all battery positives (12-volt and 24-volt) except for safety devices.

Bidder Response: Proterra's proposed buses meet the above requirements.

03.07 Buses to have an air filtration system that complies with ANSI/ASHRAE 52.1 requirement for 5 percent or better atmospheric dust spot efficiency. Air filter shall be easily removable for service and cleanable to return to service.

Bidder Response: Proterra's proposed buses meet the above requirements.

03.08 Buses to be equipped with visible and audible warnings in reverse

Visible reverse operation warning conforms to SAE Standard J593. Audible reverse operation warning conforms to SAE Recommended Practice J994 Type C or D.

Bidder Response: Proterra's proposed buses meet the above requirements.

03.09 Spare wheel and spare tire provided.

Bidder Response: Spare wheel and spare tire will be provided.

03.10 Any electronic component with an internal clock includes its own battery backup to monitor time when battery power is disconnected.

Bidder Response: Proterra's proposed buses meet the above requirements.

03.11 Buses must have a battery tray with main battery shutoff switch.

Bidder Response: Proterra's proposed buses are designed with the main battery shutoff switch located on the manual charge plate which is located on the rear curb-side of the bus.

ATTACHMENT G
JWA VEHICLE AND EQUIPMENT LIST

Note: Vehicle counts and descriptions are approximate for contract award purposes only and can vary. No minimum or a maximum number of vehicles is implied nor guaranteed.

Line Item	Type #	Type	Manufacturer	Model	Description
1	1	CAR	COLUMBIA	2012 COLUMBIA EX21-F	ELECTRIC VEHICLE
2	1	CAR	FORD	2008 FORD CROWN VIC	SED4DR
3	1	CAR	FORD	2015 FORD UTIL INTERCEPT	SUV
4	1	CAR	GEM	2012 GEM E2	ELECTRIC VEHICLE
5	1	CAR	GEM	2007 GEM E4	ELECTRIC VEHICLE
6	1	CAR	GEM	2012 GEM E2	ELECTRIC VEHICLE
7	1	CAR	MOTION	2010 T3 MOTION T3-001-001-10B	ELECTRIC MOBILITY VEHICLE
8	1	CAR	NISSAN	2016 NISSAN LEAF	ELECTRIC CAR
9	1	CAR	NISSAN	2016 NISSAN LEAF	ELECTRIC CAR
10	1	CAR	NISSAN	2017 NISSAN LEAF	ELECTRIC CAR S
11	1	CAR	NISSAN	2017 NISSAN LEAF	ELECTRIC CAR S
12	1	CAR	NISSAN	2017 NISSAN LEAF	ELECTRIC CAR S
13	1	CAR	NISSAN	2017 NISSAN LEAF	ELECTRIC CAR S
14	1	CAR	TAYLOR DUNN	2005 TAYLOR DUNN ET-015-74	ELECTRIC VEHICLE
15	1	CAR	TAYLOR DUNN	2005 TAYLOR DUNN B2-10	2005 TAYL-ELECTRIC TRK BURDENMASTER
16	1	CAR	TAYLOR DUNN	2006 TAYLOR DUNN ET3000-GT	2006-TAYL-ELECTRIC TRUCK CLOSED CAB
17	1	CAR	TAYLOR DUNN	TAYLOR/DUNN	ELECTRIC VEHICLE
18	1	CAR	TAYLOR DUNN	TAYLOR/DUNN	3 WHEEL
19	1	CAR	TAYLOR DUNN	TAYLOR/DUNN	TAYL-ELECTRIC TRK
20	1	CAR	TVAC	1990 TVAC --	ELECTRIC CART
21	2	SUV/VAN	CHEVY	2003 CHEV BLAZER	SUV
22	2	SUV/VAN	CHEVY	2003 CHEV BLAZER	SUV
23	2	SUV/VAN	CHEVY	2003 CHEV BLAZER	SUV-S10BLZ
24	2	SUV/VAN	CHEVY	2005 CHEV SUBURBAN	4X4 SUV
25	2	SUV/VAN	CHEVY	2011 CHEV TAHOE	2 WHEEL DRIVE
26	2	SUV/VAN	CHEVY	2013 CHEV TAHOE	2 WHEEL DRIVE PPV

27	2	SUV/VAN	DODGE	2009 DODG CARAVAN	MINIVAN
28	2	SUV/VAN	DODGE	1999 DODG GRAND CARAVAN	7 PASSENGER VAN
29	2	SUV/VAN	FORD	1999 FORD EXPLORER	4X4 4DR U/T
30	2	SUV/VAN	FORD	2013 FORD ESCAPE	SE FWD 1LT
31	2	SUV/VAN	FORD	2002 FORD EXPLORER	4X4 SUV
32	2	SUV/VAN	FORD	2003 FORD EXCURSION	2005-CHEV-SUBURBAN 4X4
33	2	SUV/VAN	FORD	2010 FORD CROWN VIC	SED4DR
34	2	SUV/VAN	FORD	2013 FORD ESCAPE	SE FWD 1LT
35	2	SUV/VAN	FORD	2013 FORD TAURUS	SUV
36	2	SUV/VAN	FORD	2013 FORD TAURUS	SUV
37	2	SUV/VAN	FORD	2015 FORD C-MAX	SED5DR HYBRID
38	2	SUV/VAN	FORD	2015 FORD EXPLORER	SUV
39	2	SUV/VAN	FORD	2015 FORD EXPLORER	SUV
40	2	SUV/VAN	FORD	2015 FORD EXPLRER	SUV
41	2	SUV/VAN	FORD	2015 FORD UTIL INTERCEPT	SUV
42	2	SUV/VAN	FORD	2016 FORD ESCAPE	SUV
43	2	SUV/VAN	FORD	2016 FORD UTIL INTERCEPT	SUV
44	2	SUV/VAN	FORD	2016 FORD UTIL INTERCEPT	SUV
45	2	SUV/VAN	FORD	2016 FORD UTIL INTERCEPT	SUV
46	2	SUV/VAN	FORD	2017 FORD EXPLORER	SUV
47	2	SUV/VAN	FORD	2017 FORD EXPLORER	SUV
48	2	SUV/VAN	FORD	2017 FORD EXPLORER	SUV
49	2	SUV/VAN	FORD	2017 FORD EXPLORER	SUV
50	2	SUV/VAN	FORD	2017 FORD UTIL INTERCEPT	SUV
51	2	SUV/VAN	FORD	2018 FORD EXPLORER	SUV
52	2	SUV/VAN	FORD	2019 FORD EXPLORER	SUV
53	2	SUV/VAN	FORD	2019 FORD EXPLORER	SUV

54	2	SUV/VAN	FORD	2020 FORD UTIL INTERCEPT	SUV
55	2	SUV/VAN	JEEP	2013 JEEP WRANGLER	SPORT SUV
56	3	Truck/Service Truck	CHEVY	2003 CHEV SILVERADO	3/4T PICKUP W/STAKE BED
57	3	Truck/Service Truck	CHEVY	2008 CHEV 2500	STD CAB PICK UP
58	3	Truck/Service Truck	CHEVY	2003 CHEV S-10	COMPACT PICKUP
59	3	Truck/Service Truck	CHEVY	2008 CHEV 2500	STD CAB PICK UP
60	3	Truck/Service Truck	CHEVY	2019 CHEVY COLORADO	COMPACT PICKUP
61	3	Truck/Service Truck	FORD	1996 FORD F250	STD CAB PICK UP
62	3	Truck/Service Truck	FORD	1999 FORD F250	4X4 STD CAB PICK UP
63	3	Truck/Service Truck	FORD	1999 FORD F350	STD CAB PICK UP C&C
64	3	Truck/Service Truck	FORD	2011 FORD F250	STD CAB PICK UP
65	3	Truck/Service Truck	FORD	2011 FORD F250	STD CAB PICK UP
66	3	Truck/Service Truck	FORD	2012 FORD F250	STD CAB PICK UP
67	3	Truck/Service Truck	FORD	2012 FORD F250	EXT CAB PICK UP C&C
68	3	Truck/Service Truck	FORD	2013 FORD F350	EXT CAB PICK UP C&C
69	3	Truck/Service Truck	FORD	2014 FORD F150	EXT CAB PICK UP
70	3	Truck/Service Truck	FORD	2014 FORD F250	PICK UP
71	3	Truck/Service Truck	FORD	2014 FORD F250	STAKE BED WITH LIFT GATE
72	3	Truck/Service Truck	FORD	2014 FORD F250	PICK UP
73	3	Truck/Service Truck	FORD	2014 FORD F250	PICK UP
74	3	Truck/Service Truck	FORD	2014 FORD F350	STD CAB PICK UP C&C
75	3	Truck/Service Truck	FORD	2015 FORD F150	PICK UP
76	3	Truck/Service Truck	FORD	2015 FORD F250	SERVICE BODY SRW
77	3	Truck/Service Truck	FORD	2015 FORD F250	PICK UP
78	3	Truck/Service Truck	FORD	2015 FORD F350	PICK UP

79	3	Truck/Service Truck	FORD	2016 FORD F250	SUPER CAB SRW PICK-UP
80	3	Truck/Service Truck	FORD	2016 FORD F250	REG CAB SRW WITH SERVICE BODY
81	3	Truck/Service Truck	FORD	2016 FORD F250	SUPER CAB SRW PICK-UP
82	3	Truck/Service Truck	FORD	2016 FORD F350	REG CAB DRW TRUCK
83	3	Truck/Service Truck	FORD	2017 FORD F250	EXT CAB PICK UP
84	3	Truck/Service Truck	FORD	2014 FORD F150	EXT CAB PICK UP
85	3	Truck/Service Truck	FORD	2018 FORD F550	BUCKET TRUCK
86	4	Heavy Equipment	CHEVY	2007 CHEV C7500	DUMP TRUCK
87	4	Heavy Equipment	DEER	2009 DEER 4045HF285	SWEEPER VACUMM
88	4	Heavy Equipment	GMC	1992 GMC TC7H064 CAT	WATER TRUCK

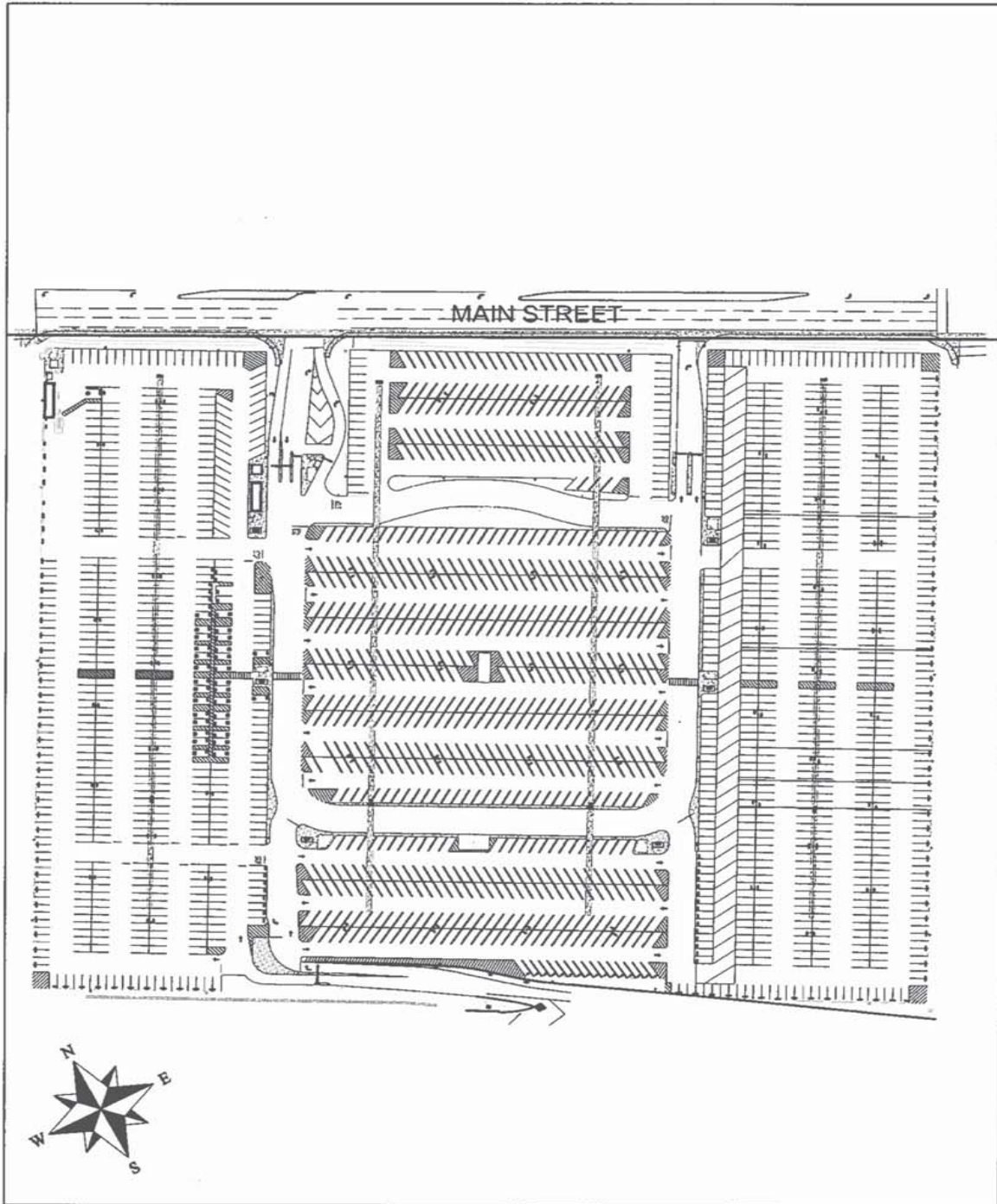
Car Wash Bay Area/Break Room – Airport Maintenance Building (3180)



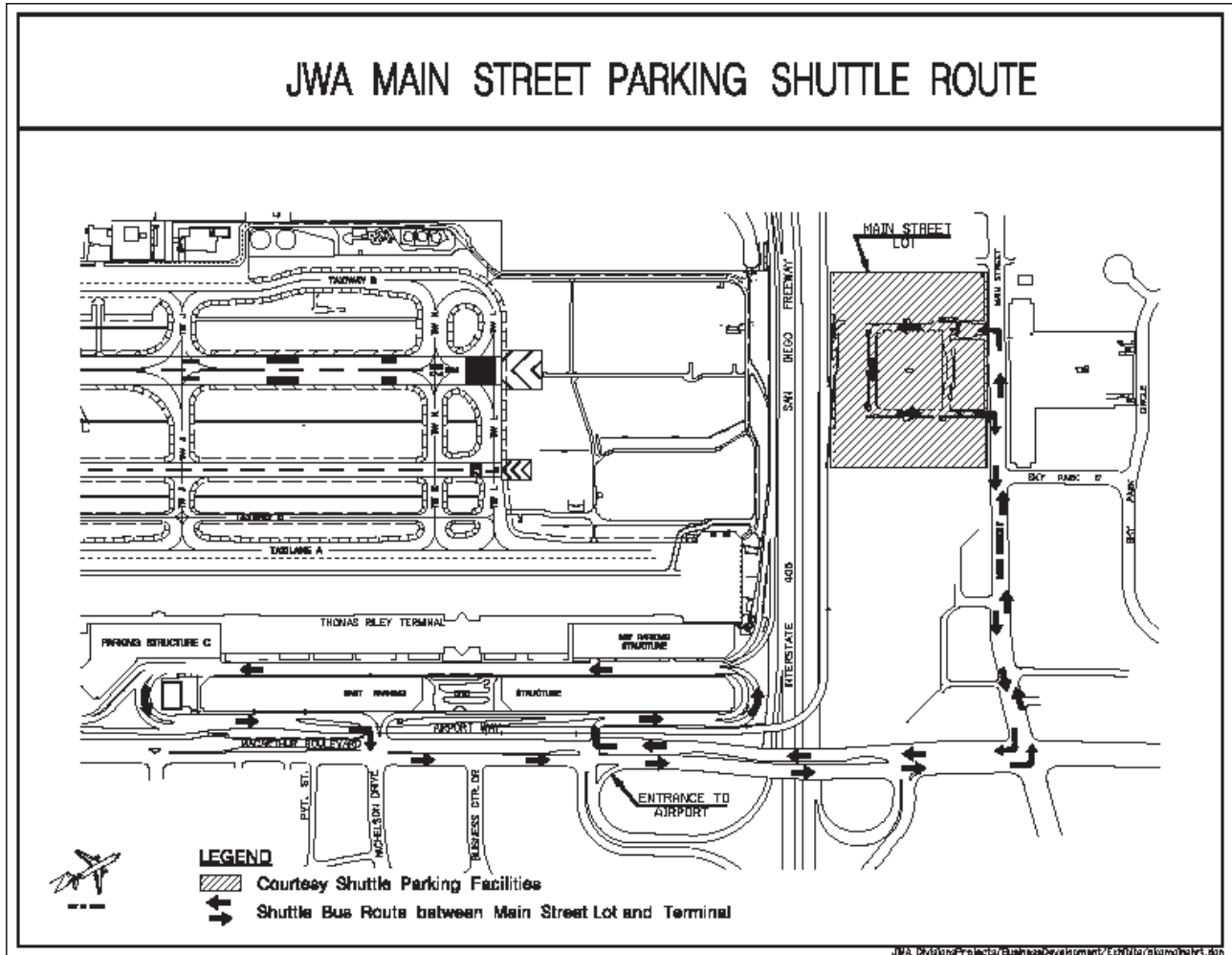


ATTACHMENT H
MAPS

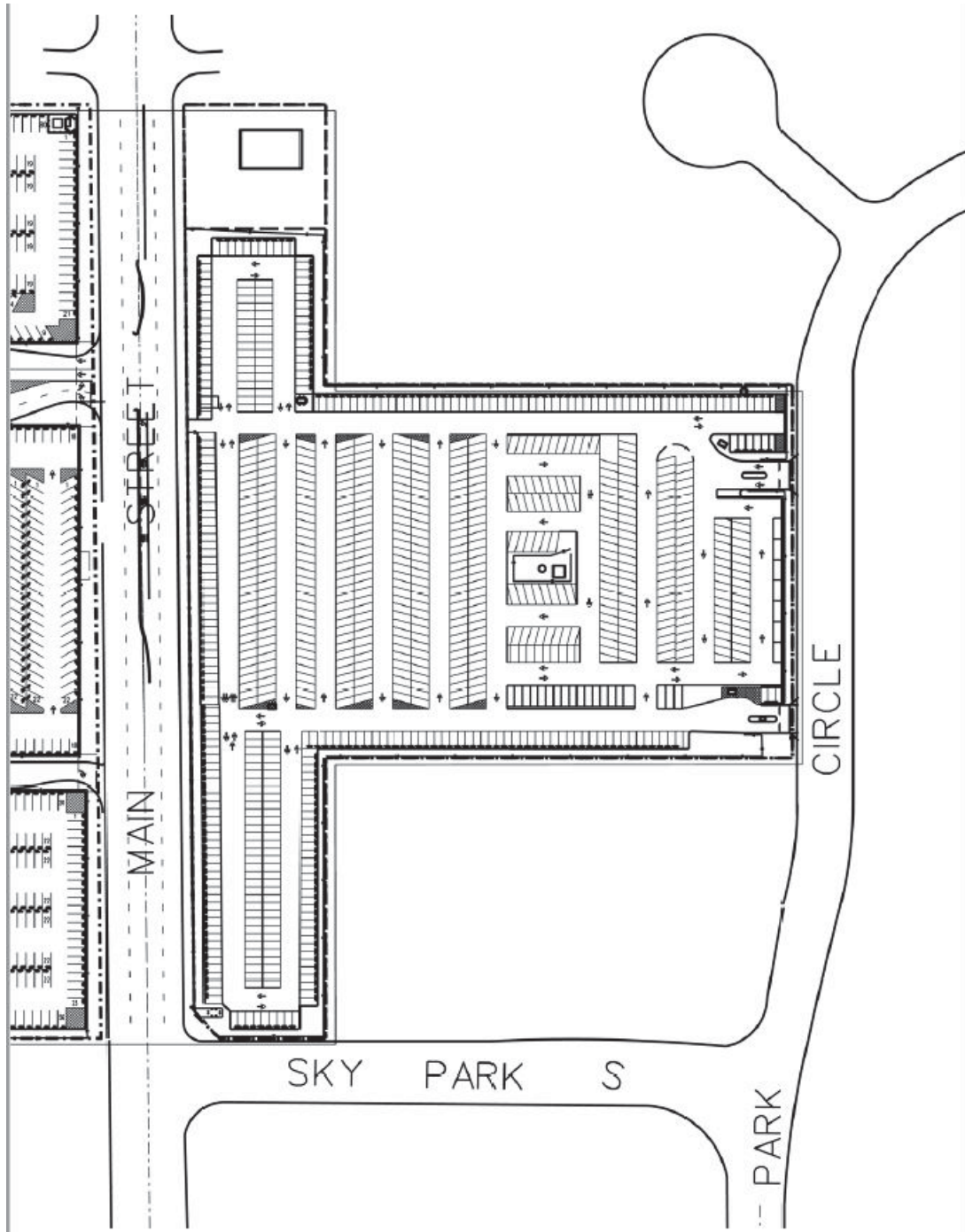
Map of Main Street Parking Lot



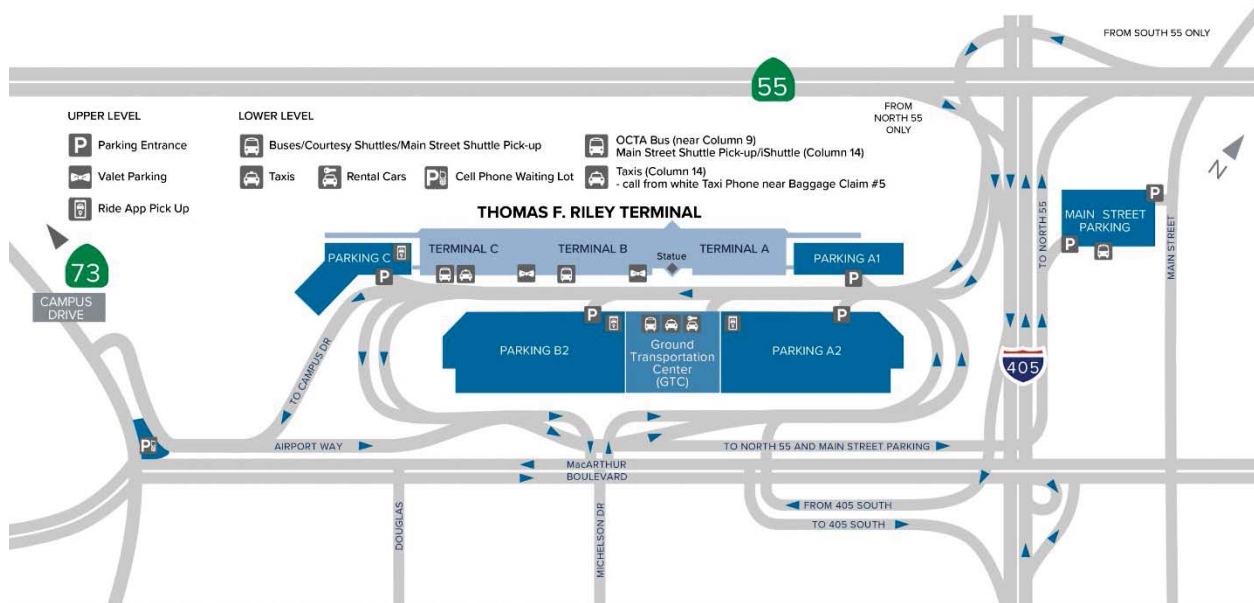
Map of Main Street/Terminal Locations Route



Map of T-Lot/Employee Parking



Map Operating Area



LOCATION:

- Main Street
- Parking Lot A1
- Parking Lot A2
- Parking Lot B2
- Parking Lot C
- Parking Cell lot
- GTC (office and valet locations)

NOT SHOWWN LOCATION:

1. Small Commercial Vehicle Hold Lot South of C

ATTACHMENT I
COUNTY VEHICLE RULES AND REGULATIONS

ISSUED TO COUNTY VEHICLE

MISSION STATEMENT:

“Our Mission is to deliver high quality fleet management services to the employees and elected officials serving the County of Orange. We strive toward the highest levels of safety and reliability in a cost-effective and efficient manner that supports clean air rules and regulations and the County’s objectives for reducing emissions”

**DO NOT REMOVE
THIS BOOK FROM VEHICLE**



**VEHICLE DIRECTORY
COUNTY REFUELING FACILITIES
AND
MAINTENANCE FACILITIES**

Prepared by:

ORANGE COUNTY PUBLIC WORKS
OC FLEET SERVICES
COUNTY OF ORANGE



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MECHANICAL DIFFICULTY

IN CASE OF MECHANICAL DIFFICULTY:

Contact Sheriff-Communications Center – **714 628-7008**

If a mobile radio is available, contact Control One.

AFTER HOURS, WEEKENDS, AND HOLIDAYS CALL:

Sheriff-Communications Center – **714 628-7008**

THE EMERGENCY OPERATIONS CENTER HAS AFTER HOUR CONTACTS TO HANDLE ANY MECHANICAL, TOWING, OR OTHER FLEET SERVICE NEEDS.

DURING NORMAL BUSINESS HOURS CALL:

VEHICLES NUMBERED 1100 TO 4999 (light duty, up to and including one ton in size) CALL:

North and Central County areas:

CCG – 714 955-0390 or 714 955-0387

* Monday through Friday from 5:00 am to 4:30 pm

South County areas:

South County Station - – 714 955-0280

* Monday through Friday from 6:30 am to 5:00 pm

VEHICLE NUMBERED 5000 TO 9999 (heavy duty and small engine powered equipment) CALL:

Fruit Street Shop -714 955-0281 or 714 955-0282

* Monday through Friday from 6:00 am to 4:30 pm

Collins Ave Shop -714 955-0181 or 714 955-0182

* Monday through Friday from 6:00 am to 4:30 pm



OC PUBLIC WORKS FLEET SERVICES SUPPORT FACILITIES

Civic Center Garage 445 Civic Center Drive West, Santa Ana, CA 92701

Administration -714 955-0383/0381

Staffing Hours: 5:00 am to 5:00 pm Mon-Fri

Automotive Repair – 714 955-0390

Staffing Hours: 5:00 am to 4:30 pm Mon- Fri

Vehicle Control Center – 714 955-0387

Staffing Hours: 6:00 am to 4:30 pm Mon-Fri

Fruit Street Main Shop 1 1102 E. Fruit Street, Santa Ana, CA 92701

Equipment Repair -714 955-0281/2/3

Staffing Hours: 6:00 am to 4:30 pm Mon-Fri

Specialty Shop – 714 955-0387

Staffing Hours: 6:00 am to 4:30 pm Mon-Fri

New Vehicle/Equipment Repair – 714 955-0387

Staffing Hours: 6:00 am to 4:30 pm Mon-Fri

South County 30102 Pacific Island Drive, Laguna Niguel, 92677

Automotive Repair – 714 955-0280

Staffing Hours: 6:30 am to 5:00 pm Mon-Fri

Collins Avenue Shop 2 2023 W. Collins Avenue, Orange, CA 92867

Equipment Repair – 714 955-0180

Staffing Hours: 6:00 am to 4:30 pm Mon-Fri



OC PUBLIC WORKS FLEET SERVICES FUELING FACILITIES

Fueling Station #1

Fruit Street Shop 1
Address: 1102 E. Fruit Street, Santa Ana
Operating Hours: 7 Days/24 Hours Self-Serve Fueling
Staffing Hours: Attendant on Duty, Mon - Fri, 7:00 am - 2:30 pm
Products Available: Unleaded Gasoline, Propane, Oil, Water & Air

Fueling Station #3

Civic Center Garage
Address: 445 Civic Center Drive West, Santa Ana
Operating Hours: Monday through Friday, 5:00 am - 4:30 pm
Staffing Hours: Closed Weekends and Holidays
Products Available: Unleaded Gasoline, Oil, Water & Air

CNG Fueling Station

Collins Avenue Shop 2
Address: 2023 W. Collins Avenue, Orange
Operating Hours: 7 Days/24 Hours Self-Serve Fueling
Staffing Hours: Fueling/Card Issues Contact Clean Energy, 7 days/24 Hours (866) 278-3674
Products Available: Compressed Natural Gas



**ADDENDUM
ADDRESSES AND TELEPHONE
NUMBERS**

CEO/RISK MANAGEMENT

600 West Santa Ana Blvd, Suite 104
Santa Ana, CA 92701

Main Reception: (714) 285-5500
Main Fax: (714) 285-5599

Emergency Operations Center (EOC)

2644 Santiago Canyon Road
Silverado, CA 92676

(714) 628-7008



**RULES AND REGULATIONS
FOR THE
OPERATION OF VEHICLES
COUNTY OF ORANGE**

ORANGE COUNTY PUBLIC WORKS
FLEET SERVICES



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INTRODUCTION

By Resolution 15-128, Section III, the Board of Supervisors enacted the rules and regulations for the operation of County vehicles in this book. The Ordinance also authorizes the Director of the Orange County Public Works (OC Public Works) to administer these rules and regulations. The rules and regulations shall be applicable to all vehicles used, owned, or operated by all County agencies, departments, and special district governed by the Board. The reference in this book to County or Operator shall mean any agency, department, or district under the jurisdiction of the Board of Supervisors.

It is the purpose of these rules and regulations to reasonably and efficiently control the use of County vehicles by officials, officers, and employees of the County of Orange. In stating these rules and regulations, the Board of Supervisors directly and specifically charges each agency/department head with the responsibility of ensuring that all officials, officers, and employees of their agency/department who operate County vehicles are thoroughly aware of the rules and regulations, and they comply with them at all times.

All County vehicles assigned to individuals in any County agency/department shall be under the management of the assigning agency/department and based at their facility or approved decentralized location as recommended by the Director of OC Public Works or designee.



RULES AND REGULATIONS

GENERAL

County vehicles are to be used only for official County business. They shall be operated and maintained in a reasonable and prudent manner and in accordance with all applicable state and local laws, ordinances, and regulations. Courteous operation of motor vehicles by County drivers is an important factor in the elimination of accidents and in maintaining good public relations.

Use of an official vehicle as conveyance to and from work or other personal use is not sanctioned unless such use has been previously justified and approved through adopted procedures.

The Orange County Public Works Fleet Services is authorized to investigate any damage or misuse of County vehicles and shall report such to the Orange County Public Works Executive Director together with any suggestion(s) for appropriate action to prevent such damage or misuse in the future. The Fleet Services Manager shall submit periodic reports of remedial action taken to correct operational discrepancies that could result in damage to or misuse of County equipment.

OPERATING PROCEDURES

The Executive Director of OC Public Works is charged with the responsibility of preparing, maintaining, disseminating, and enforcing vehicle-operating procedures. A copy of said operating procedures will be kept in each County vehicle.

LICENSE

An employee operating a County vehicle on County business must have a valid California driver's license in possession. County agency/department heads should periodically review the status of driver's licenses of those members of their agency/department who drive vehicles on County business to verify that all licenses are valid. A driver must also have a valid and proper type of license for the vehicle being driven. (The Department of Motor Vehicles publishes a booklet on class license requirements).

Citations for parking and moving violations are the responsibility of the vehicle operator.



RULES AND REGULATIONS

OPERATORS AND PASSENGERS

Only officers, officials, and employees of the County of Orange or members of official reserve organizations of public safety departments are eligible to operate County vehicles.

The drivers and all passengers of all County vehicles are required to use seat belts while the vehicle is in operation.

The following rules also apply when operating County vehicles:

- Do not wear a headset or earplugs in your ears.
- Do not make hand-held phone calls or send text messages while driving.
- Do not put signs or other objects on or in the vehicle that are not County-approved such as personal bumper stickers and objects hung from mirror.
- Do not tailgate others. Maintain a safe following distance at all times.
- Do not litter or throw any objects from the vehicle.
- Do not eat meals while driving.
- Do not apply make-up while driving.
- Do not blast music loudly from the vehicle. Loud music can annoy and irritate other drivers on the road.
- Always use directional signals before turning or changing lanes.
- Only use your horn if it is a safety warning.
- Maintain your composure and avoid getting into road-rage situations involving other drivers.
- Be aware of your surroundings when parking a County vehicle. Citizen may draw conclusions about non-work related activities that a County employee is engaging in during normal work hours based on where a County vehicle is park.

PERSONS AND PERSONAL PROPERTY

Persons or personal property may be transported in a County vehicle only when such transportation is necessary to County business.

PARKING/STORAGE

County vehicles shall be parked in County facilities whenever possible. When parking outside of a County facility, vehicles shall be parked in accordance with posted parking regulations. Vehicles should be locked when left unattended.



All County vehicles shall be stored or garaged at County facilities, yards, or designated parking areas overnight, including weekends and holidays, or when not in use. Vehicles assigned to County officers and/or agency/department heads who are required to participate in official business after normal business hours are exempt from this requirement. Where an exception to this requirement is made, overnight street parking shall not be permitted and the person using the vehicle shall ensure that it is parked off the street and preferably garaged.

ADDING OR REMOVING EQUIPMENT

Under no circumstances shall anyone, without the express permission of the Fleet Services Manager, add to or remove equipment from a County vehicle. This includes the painting of numerals or letters on vehicles or the application of bumper stickers.

NO SMOKING IN COUNTY VEHICLES

There is no smoking allowed in any County vehicles at any time. On December 14, 1993, the Board of Supervisor passed Ordinance No. 3900 pertaining to the regulation of public smoking, which includes all County, owned or leased vehicles.

PARKING CITATIONS AND MOVING VIOLATIONS

Parking citations and moving violations are the responsibility of the vehicle operator.

ACCIDENT REPORTING

Accidents shall be reported following the vehicle collision procedures outlined in this manual and by authority of CEO/Risk Management.

TOLL ROAD VIOLATIONS

County of Orange employees are not exempt from Toll Road fines, even if they are on County business. They must have an active Toll Road transponder registered to the vehicle used on the Toll Road.

VIOLATION OF RULES

Violations of any of the rules, regulations, or provisions set forth in this booklet may result in disciplinary action as may be determined by the appropriate agency/department head.



OPERATING PROCEDURES FOR COUNTY OF ORANGE VEHICLES

Prepared by:

**ORANGE COUNTY PUBLIC WORKS
FLEET SERVICES**



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EMERGENCY REPAIR TO COUNTY VEHICLES

In the event mechanical failure occurs too far from County facilities to be practical to return, repairs may be handled through a repair shop or service station by the vehicle operator. Contact the Fleet Services Operations Manager, 714-955-0383 or 714-412-4776, for further instructions. Refer to the Vehicle Directory for locations and staffing hours of all the Fleet Services facilities. After hours, weekends, or holidays call Emergency Operations Center (EOC) 628-7008.



POOL VEHICLES

Vehicles may be checked out from the Fleet Services Vehicle Control Center which is located at 445 Civic Center Drive West, Santa Ana, CA 92701.

To obtain a pool vehicle, the driver must obtain approval from their department manager and send the OC Fleet Services Operations Manager and email delineating this approval and provide proper account coding, the employee County identification badge number. OC Fleet staff will verify the employee information upon vehicle check-out at the Civic Center Control Center.

At the end of the day, or usage period, the vehicle shall be returned to the Vehicle Control Center. At that time, the operator will report the odometer reading and any vehicle malfunction to the attendant on duty. The vehicle operator will then be instructed where to park.

If a vehicle is returned after hours, the vehicle should be returned to its assigned parking stall and the keys dropped in the after-hours key return container.

Pool vehicles shall be returned each night for storage. Exceptions are authorized only when agencies/departments can justify the vehicle's use beyond normal working hours. Agency/department supervisory personnel must submit a memo to the Fleet Services Vehicle Control Center requesting overnight vehicle use for a County vehicle operator.

If a vehicle other than the normal pool vehicle (compact sedan) is required, a reservation for the type of vehicle desired should be made by a supervising employee in **advance** by calling (714) 955-0387 or email the request at **OCFleetVehicleReservations@ocpw.ocgov.com** to the Fleet Services Vehicle Control Center.

An employee who normally drives his/her own vehicle on County business may be temporarily designated to operate a County pool vehicle if his/her vehicle becomes inoperable. In such cases, the employee shall obtain approval from his/her agency/department head or designee then submit a memo from his/her supervisor to the Fleet Services Vehicle Control Center requesting temporary designation of a pool vehicle. Under such circumstances the County vehicle will be used only on County business and not used as a means for conveyance to and from work.



VOYAGER FUEL CARDS

Voyager fuel credit cards are available for use with motor pool vehicles at the Vehicle Control Center for approved extended trips. Self-service pumps shall be utilized when using commercial stations.

A temporary Voyager fuel card can be obtained from the OC Fleet Services administration office, upon request, for an agency/department-assigned vehicle used for authorized out-of-county travel. The vehicle operator is responsible for returning the card and related transaction receipts to the Fleet Services Manager at the end of the trip.

County employees should not use personal credit cards for fueling County vehicles. If an emergency arises and you cannot obtain fuel with your County issued fuel card, you must justify the use of a personal credit card for reimbursement.

FUEL

A decal has been installed in the vicinity of the fuel tank, or filler pipe, on each County vehicle that specifies which fuel product (i.e., propane, diesel, methanol, or unleaded gasoline) is designated for use in the vehicle. Operators shall be aware of, and adhere to, such requirements when refueling the vehicle. Gasoline shall be obtained from County stations whenever possible. Refer to the Vehicle Directory for fueling facility locations and hours. County fuel cards will be issued upon request by OC Fleet Services.

REPAIR AND MAINTENANCE

Fleet Services will perform maintenance, repairs, and modifications to County vehicles. However, the division may contract with commercial concerns to perform certain repairs or maintenance as deemed necessary.

Each County vehicle will be mechanically checked at least once every 5,000 miles and/or 365 days, whichever comes first, as a part of Fleet Services preventive maintenance program.

The mechanical condition of County vehicles is primarily the responsibility of Fleet Services. However, operators are responsible for, and encouraged to report, any malfunction or unusual conditions to Fleet Services as soon as possible. Refer to the Vehicle Directory for locations and staffing hours of all Fleet Services repair facilities.



TIRES

In the event of a flat tire, the vehicle should be driven to a safe location before attempting to change the tire or get help. When a tire problem occurs, the operator should:

1. Change it.
2. If circumstances warrant, have it changed by the closest available commercial sources.
3. If circumstances warrant, and the vehicle is in close proximity to the Vehicle Control Center, call the Vehicle Control Center for assistance. Refer to the Vehicle Directory for facility location and telephone number.

The damaged tire should be returned for repair or replacement to the appropriate Fleet Services facility as soon as possible.

If, while on an extended out-of-county trip, it is deemed necessary by the operator to have a spare tire to complete the trip, he/she may have the damaged tire repaired locally. If the damaged tire is not repairable, a new tire matching in size and quality may be purchased after first receiving authorization from the Fleet Services Automotive Repair Section.

To be reimbursed for any expense incurred in having damaged tires repaired or changed, a paid receipt with the operator's signatures, vehicle number and license plate number, must be presented to the Fleet Services Manager.

CARWASH SERVICES

Carwash services are available at: **Orange Car Wash**
1405 W Chapman Ave, Orange, CA 92868
Phone: [\(714\) 633-2720](tel:7146332720)

Any additional services (auto detailing) above the standard wash and vacuum will need approval from the OC Fleet Services management.

OUT OF COUNTY TRAVEL

Agency/department head approval shall be required for all travel outside of the general area.

The general area includes the counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, and Ventura.



**VEHICLE COLLISION PROCEDURES
FOR
COUNTY OF ORANGE
VEHICLE OPERATORS**

Prepared by:

**ORANGE COUNTY PUBLIC WORKS
FLEET SERVICES**



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**Self-insurance document is located
at the back of this booklet.**



**COUNTY OF ORANGE
COUNTY EXECUTIVE OFFICE**

- Safety & Loss Prevention Program
- Workers' Compensation Program
- Liability Claims Management Program
- Administration & Financial Management
- Insurance/Contracts & Commercial Insurance
- ADA II Public Access Compliance

Telephone: (714) 285-5500
FAX: (714) 285-5599

OFFICE OF RISK MANAGEMENT

Issue Date: November 19, 2019

RE: PROOF OF AUTOMOBILE LIABILITY SELF-INSURANCE

The County of Orange is self-insured for Automobile Liability, pursuant to Government Code sections 990 and 990.4.

The self-insurance program is managed and administered by the County of Orange Office of Risk Management. Please direct any questions concerning the self-insurance program to the Office of Risk Management at (714) 285-5500, or you may direct your written inquiries to the following address:

CEO/Office of Risk Management
P. O. Box 327
Santa Ana, CA 92702

This Proof of Automobile Liability Self-Insurance letter is effective for the period of January 1, 2020 through December 31, 2020.

Michael Alio, Director of Risk Management
CEO/Office of Risk Management



ACCIDENT REPORTING INSTRUCTIONS

All County vehicles are equipped with a first aid kit and fire extinguisher for use in an emergency.

In the event of an accident, the employee operating the vehicle should take the following action:

1. Request local police or the California Highway Patrol to make an investigation. Advise the police if an ambulance is required or if the damaged vehicles create a traffic hazard.
2. Immediately advise your supervisor or CEO/Risk Management of all accidents. Refer to the addendum to the Vehicle Directory for telephone number.
 - a) **DO NOT** discuss details of the accident or the events leading thereto with anyone other than giving brief answers to questions of investigating officers.
 - b) **DO NOT** argue or try to place blame for the accident.
 - c) **DO NOT** attempt to negotiate or make any promise to other involved parties.
3. Identify yourself to other parties.
 - a) Show your driver's license to other parties involved.
 - b) Give the name of your agency/department, work telephone number, and the telephone number of CEO/Risk Management to other involved parties.
4. Identify the drivers of the other vehicles involved through their driver's license.
 - a) Inquire whether addresses shown are current.
 - b) Ask for a residence and business phone number.
5. If the vehicle can be driven, take the vehicle to the Fleet Services garage for inspection without delay. Refer to the Vehicle Directory for facility locations and hours. Should the Fleet Services garage be closed, deliver the vehicle to the division as soon as possible on the first working day following the accident.

If the vehicle cannot be operated, arrange for its removal through the contact numbers indicated on page 4 of the Vehicle Directory.



ACCIDENT REPORTING INSTRUCTIONS

**DO NOT PERMIT OR ARRANGE FOR REMOVAL OF
VEHICLE WITH A PRIVATE TOWING SERVICE UNDER
ANY CIRCUMSTANCES UNLESS APPROVED BY THE
TRANSPORTATION FLEET MANAGEMENT**

6. Reporting the accident.

- a) Complete the "Operator's Vehicle Collision Report" form located at the back of this book. Additional "Operator's Vehicle Collision Report" forms are available through the OCPW/ Transportation Fleet Management.
- b) Complete the Vehicle Collision Report, form F293FS5E, available from your supervisor. This report is to be prepared in five (5) copies, one of which is to be retained by your agency/department and the other four to be delivered without delay to CEO/Risk Management. If bodily injury to any party involved in the accident is known or suspected, telephone a preliminary report to CEO/Risk Management.

Should the operator of the vehicle be incapacitated, the agency/department head will insure that another responsible employee prepares necessary reports. A report must be filed no matter how minor the accident.

7. Investigation.

The jurisdictional law enforcement department, agency/department using the vehicle, CEO/Risk Management, or the insurer representing the County, may investigate circumstances surrounding the accident. Your cooperation with investigators representing the County is required. Inquiries from other sources must be referred to CEO/Risk Management.



COUNTY OF ORANGE VEHICLE COLLISION REPORT

If you should need assistance in
completing this form, call (714) 285-5535

Email to: safety@ocgov.com **or**
Pony Mail: Risk Management-600 W. Santa
Ana Blvd., Santa Ana, Suite 104

Attachment A
FOR SAFETY OFFICE USE ONLY

Reviewer's Initial _____

Date Report Entered _____

Type of Collision _____

Classification of Incident _____

County Driver	Name of driver	Department		Division
	Work Address of driver	Office Phone		<input type="checkbox"/> Personal Vehicle
	Employee ID #	Date of Birth (m/d/yy)		<input type="checkbox"/> Parked/unattended
County Vehicle	County vehicle #	Department		
	Make of vehicle	Body type	Year	License #
	Describe damage to County vehicle:			
County Passengers	Occupant of County vehicle			Phone #
	Address			
	Occupant of County vehicle			Phone #
	Address			
Time and Place	Date of Incident (mm/dd/yy)		Time (hour: minute am/pm)	
	Where did it occur (address or intersection)			
	City			
What Happened, How, Why	State how accident occurred (provide all details; if additional space is needed, attach a sheet of paper):			
Other Vehicle	Vehicle license #	Make of vehicle	Body type	
	Name of owner	Address:		
	Name of Driver	Address		
	Driver's license #	Insurance Company Name		
Persons Injured	Name	Address	Phone #	
	Approximate age	Nature of Injury		
	If applicable, to what hospital was injured person taken?			
	Name	Address	Phone #	

	Approximate age	Nature of Injury	
	If applicable, to what hospital was injured person taken?		
Witnesses	Name	Address	Phone #
	Name	Address	Phone #
	Name	Address	Phone #
	Name	Address	Phone #
What, if anything, was said by driver of other vehicle:			
If Applicable, what were the road conditions or hazard that contributed to the accident: <input type="checkbox"/> Wet Road <input type="checkbox"/> Fog <input type="checkbox"/> Rain <input type="checkbox"/> Object in road <input type="checkbox"/> Other Describe:			
What direction were you traveling?		On what street	What speed
What direction was the other driver traveling?		On what street	What speed
Where was other vehicle when you first saw it?			
Investigated by Police, CHP	<input type="checkbox"/> CHP <input type="checkbox"/> Sheriff <input type="checkbox"/> Police <input type="checkbox"/> No Investigation		City of
	Officer's Name		Badge #
	Was a citation given <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	To Whom	What charge
Diagram of Accident			
Additional comments, explanations:			
What, if anything, could have been done to prevent the accident:			
Driver (Name)		Date (mm/dd/yy) <input type="checkbox"/>	
Supervisor (Name)		Date (mm/dd/yy)	Telephone Number
Department Head/Designee (Name)		Date (mm/dd/yy)	

ATTACHMENT J
RATES

A. Parking Facilities:

Hour	Self-Parking Rate
Terminal Parking Structure	\$ 20.00
Main Street	\$ 14.00

\$2 per hour up to the daily maximum rate.

B. Valet Parking:

Hour	Valet Parking Rate
1	\$ 10.00
2	\$ 20.00
3-24	\$ 30.00

C. Valet Car Wash and Detail:

Service	Car	SUV
Basic Hand Wash	\$ 29.00	\$ 34.00
Ultimate Exterior or Ultimate Interior	\$ 89.00	\$ 99.00
Ultimate Interior Plus Ultimate Exterior	\$ 159.00	\$ 179.00
Sealant Wax (includes hand wash)	\$ 55.00	\$ 65.00

***Rates are subject to change upon approval by the County of Orange Board of Supervisors**

ATTACHMENT K
COUNTY OF ORANGE SECURITY GUIDELINES



1 ASSET MANAGEMENT

Asset management establishes an organization's inventory of fixed and controlled assets and defines how these assets are managed during their lifecycle to ensure sustained productivity in support of the organization's critical services. An event that disrupts an asset can inhibit the organization from achieving its mission. An asset management program helps identify appropriate strategies that shall allow the assets to maintain productivity during disruptive events. There are four broad categories of assets: people, information, technology, and facilities.

The Cybersecurity Program strives to achieve and maintain appropriate protection of IT assets. Loss of accountability of IT assets could result in a compromise or breach of IT systems and/or a compromise or breach of sensitive or privacy data.

1.1 GOALS AND OBJECTIVES

- 1.1.1 Services are identified and prioritized.
- 1.1.2 Assets are inventoried, and the authority and responsibility for these assets is established.
- 1.1.3 The relationship between assets and the services they support is established.
- 1.1.4 The asset inventory is managed.
- 1.1.5 Access to assets is managed.
- 1.1.6 Information assets are categorized and managed to ensure the sustainment and protection of the critical service.
- 1.1.7 Facility assets supporting the critical service are prioritized and managed.

1.2 ASSET MANAGEMENT POLICY STATEMENTS

1.2.1 Services Inventory

- 1.2.1.1 Departments shall maintain an inventory of its services. This listing shall be used by the department to assist with its risk management analysis.

1.2.2 Asset Inventory – Information

- 1.2.2.1 All information that is created or used within the County's trusted environment in support of County business activities shall be considered the property of the County. All County property shall be used in compliance with this policy.
- 1.2.2.2 County information is a valuable asset and shall be protected from unauthorized disclosure, modification, or destruction. Prudent information security standards and practices shall be implemented to ensure that the integrity, confidentiality, and availability of County information are not compromised. All County information shall be protected from the time of its creation through its useful life and authorized disposal.
- 1.2.2.3 Departments shall establish internal procedures for the secure handling and storage of all electronically-maintained County information that is owned or controlled by the department.



County of Orange

Information Technology Security Standards

1.2.3 Asset Inventory - Technology (Devices, Software)

1.2.3.1 Departments shall maintain an inventory of all department managed devices that connect to County network resources or processes, stores, or transmits County data including but not limited to:

- Desktop computers,
- Laptop Computers,
- Tablets (iPads and Android devices),
- Mobile Phones (basic cell phones),
- Smart Phones (iPhones, Blackberry, Windows Phones and Android Phones),
- Servers,
- Storage devices,
- Network switches,
- Routers,
- Firewalls,
- Security Appliances,
- Internet of Things (IoT) devices,
- Printers,
- Scanners,
- Kiosks and Thin clients,
- Mainframe Hardware, and
- VoIP Phones.

1.2.3.2 Asset inventory shall map assets to the services they support.

1.2.3.3 Departments shall adopt a standard naming convention for devices (naming convention to be utilized as devices are serviced or purchased) that, at a minimum, includes the following:

- Department (see Appendix A for an example Department Listing)
- Facility (see Appendix B for an example Facility Listing)
- Device Type (see Appendix C for an example Device Type Listing)

1.2.3.4 Each department shall ensure that all software used on County systems and in the execution of County business shall be used legally and in compliance with licensing agreements.

1.2.4 Asset Inventory - Facilities

1.2.4.1 Departments shall maintain an inventory of its facilities. This listing shall be used by the department to assist with its risk management analysis.

1.2.4.2 Departments shall identify the facilities used by its critical services.

1.2.5 Access Controls

Refer to *User Provisioning Policy* for additional guidance.

1.2.5.1 Departments shall establish a procedure that ensures only users with legitimate business needs to access County IT resources are provided with user accounts.

1.2.5.2 Access to County information systems and information systems data shall be based on each user's access privileges. Access controls shall ensure that even legitimate users cannot access stored information unless they are authorized to do so. Access control should start by denying access to everything, and then explicitly granting access according to the "need to know" principle.

1.2.5.3 Access to County information and County information assets should be based on the principle



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of "least privilege," that is, grant no user greater access privileges to the information or assets than County responsibilities demand.

- 1.2.5.4 The owner of each County system, or their designee, provides written authorization for all internal and external user access.
 - 1.2.5.5 All access to internal County computer systems shall be controlled by an authentication method involving a minimum of a user identifier (ID) and password combination that provides verification of the user's identity.
 - 1.2.5.6 All County workforce members are to be assigned a unique user ID to access the network.
 - 1.2.5.7 A user account shall be explicitly assigned to a single, named individual. No group or shared computer accounts are permissible except when necessary and warranted due to legitimate business needs. Such need shall be documented prior to account creation and accounts activated only when necessary.
 - 1.2.5.8 User accounts shall not be shared with others including, but not limited to, someone whose access has been denied or terminated.
 - 1.2.5.9 Departments shall conduct regular reviews of the registered users' access level privileges. System owners shall provide user listings to departments for confirmation of user's access privileges.
- 1.2.6 Asset Sanitation/Disposal**
- 1.2.6.1 Unless approved by County management, no County computer equipment shall be removed from the premises.
 - 1.2.6.2 Prior to re-deployment, storage media shall be appropriately cleansed to prevent unauthorized exposure of data.
 - 1.2.6.3 Surplus, donation, disposal or destruction of equipment containing storage media shall be appropriately disposed according to the terms of the equipment disposal services contract.
 - 1.2.6.4 Sanitization methods for media containing County information shall be in accordance with NSA standards (for example, clearing, purging, or destroying).
 - 1.2.6.5 Disposal of equipment shall be done in accordance with all applicable County, state or federal surplus property and environmental disposal laws, regulations or policies.



2 CONTROLS MANAGEMENT

The Controls Management domain focuses on the processes by which an organization plans, defines, analyzes, and assesses the controls that are implemented internally. This process helps the organization ensure the controls management objectives are satisfied.

This domain focuses on the resilience controls that allow an organization to operate during a time of stress. These resilience controls are implemented in the organization at all levels and require various levels of management and staff to plan, define, analyze, and assess.

2.1 GOALS AND OBJECTIVES

- 2.1.1 Control objectives are established.
- 2.1.2 Controls are implemented.
- 2.1.3 Control designs are analyzed to ensure they satisfy control objectives.
- 2.1.4 Internal control system is assessed to ensure control objectives are met.

2.2 CONTROL MANAGEMENT POLICY STATEMENTS

2.2.1 Physical and Environmental Security

- 2.2.1.1 Procedures and facility hardening measures shall be adopted to prevent attempts at and detection of unauthorized access or damage to facilities that contain County information systems and/or processing facilities.
- 2.2.1.2 Restricted areas within facilities that house sensitive or critical County information systems shall, at a minimum, utilize physical access controls designed to permit access by authorized personnel only.
- 2.2.1.3 Physical protection measures against damage from external and environmental threats shall be implemented by all departments as appropriate.
- 2.2.1.4 Access to any office, computer room, or work area that contains sensitive information shall be physically restricted from unauthorized access.
- 2.2.1.5 Access points such as delivery and loading areas and other points where unauthorized persons may enter the premises shall be controlled and, if possible, isolated from information processing facilities to avoid unauthorized access. An example of this would be separating the two areas by a badge-only accessible door.
- 2.2.1.6 Continuity of power shall be provided to maintain the availability of critical equipment and information systems.
- 2.2.1.7 Power and telecommunications cabling carrying data or supporting information services shall be protected from interception or damage. Different, yet appropriate methods shall be utilized for internal and external cabling.
- 2.2.1.8 Equipment shall be properly maintained to ensure its continued availability and integrity.
- 2.2.1.9 All shared IT infrastructure by more than one department shall meet countywide security policy for facility standards, availability, access, data & network security.



Information Technology Security Standards

2.2.2 Network Segmentation

NOTE: This section is applicable to Departments that manage their own network devices.

- 2.2.2.1 Segment (e.g., VLANs) the network into multiple, separate zones (based on trust levels of the information stored/transmitted) to provide more granular control of system access and additional intranet boundary defenses. Whenever information flows over a network of lower trust level, the information shall be encrypted.
- 2.2.2.2 Segment the network into multiple, separate zones based on the devices (servers, workstations, mobile devices, printers, etc.) connected to the network.
- 2.2.2.3 Create separate network segments (e.g., VLANs) for BYOD (bring your own device) systems or other untrusted devices.
- 2.2.2.4 The network infrastructure shall be managed across network connections that are separated from the business use of that network, relying on separate VLANs or, preferably, on entirely different physical connectivity for management sessions for network devices.

2.2.3 Mobile Computing Devices

To ensure that Mobile Computing Devices (MCDs) do not introduce threats into systems that process or store County information, departments' management shall:

- 2.2.3.1 Establish and manage a process for authorizing, issuing and tracking the use of MCDs.
- 2.2.3.2 Permit only authorized MCDs to connect to County information assets or networks that store, process, transmit, or connects to County information and information assets.
- 2.2.3.3 Implement applicable access control requirements in accordance with this policy, such as the enforcement of a system or device lockout after 15 minutes of inactivity requiring re-entering of a password to unlock.
- 2.2.3.4 Install an encryption algorithm that meets or exceeds industry recommended encryption standard for any MCD that will be used to store County information. See Section on Encryption.
- 2.2.3.5 Ensure that MCDs are configured to restrict the user from circumventing the authentication process.
- 2.2.3.6 Provide security awareness training to County employees that informs MCD users regarding MCD restrictions.
- 2.2.3.7 Label MCDs with County address and/or phone number so that the device can be returned to the County if recovered.
- 2.2.3.8 The installation of any software, executable, or other file to any County computing device is prohibited if that software, executable, or other file downloaded by, is owned by, or was purchased by an employee or contractor with his or her own funds unless approved by the department. If the device ("i" device or smartphone, only) complies with the mobile device management security standards (see section 9.2.3 Mobile Computing Devices), this is not applicable.

2.2.4 Personally Owned Devices

Personal computing devices include, but are not limited to, removable media such as thumb or USB drives, external hard drives, laptop or desktop computers, cellular phones, or personal digital assistants (PDA's) owned by or purchased by employees, contract personnel, or other non-County users.

- 2.2.4.1 The connection of any computing device not owned by the County to a County network (except the Public Wi-Fi provided for public use) or computing device is prohibited unless previously



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approved.

- 2.2.4.2 The County authorizes the use of personal devices to access resources that do not traverse the County network directly. Such resources include County's Microsoft Office 365 environment, OC Expediter, and VTI timesheet applications, to name a few. Access to some agency specific applications, e.g. applications that are subject to compliance regulations may require prior approval of the County CISO and the associated Department Head.
- 2.2.4.3 The County will respect the privacy of a user's voluntary use of a personally owned device to access County IT resources.
- 2.2.4.4 The County will only request access to the personally owned device in order to implement security controls; to respond to litigation hold (aka: e-discovery) requests arising out of administrative, civil, or criminal directives, Public Record Act requests, and subpoenas; or as otherwise required or permitted by applicable state or federal laws. Such access will be performed by an authorized technician or designee using a legitimate software process.

2.2.5 Logon Banners and Warning Notices

- 2.2.5.1 At the time of network login, the user shall be presented with a login banner.
- 2.2.5.2 All computer systems that contain or access County information shall display warning banners informing potential users of conditions of use consistent with state and federal laws.
- 2.2.5.3 Warning banners shall remain on the screen until the user takes explicit actions to log on to the information system.
- 2.2.5.4 The banner message shall be placed at the user authentication point for every computer system that contains or accesses County information. The banner message may be placed on an initial logon screen in situations where the logon provides access to multiple computer systems.
- 2.2.5.5 At a minimum, banner messages shall provide appropriate privacy and security information and shall contain information informing potential users that:
- User is accessing a government information system for conditions of use consistent with state and federal information security and privacy protection laws.
 - System usage may be monitored, recorded, and subject to audit.
 - Unauthorized use of the system is prohibited and subject to criminal and civil penalties.
 - Use of the system indicates consent to monitoring and recording.

2.2.6 Authentication

- 2.2.6.1 Authenticate user identities at initial connection to County resources.
- 2.2.6.2 Authentication mechanisms shall be appropriate to the sensitivity of the information contained.
- 2.2.6.3 Users shall not receive detailed feedback from the authenticating system on failed logon attempts.

2.2.7 Passwords

- 2.2.7.1 County approved password standards and/or guidelines shall be applied to access County systems. These standards extend to mobile devices (see Section 9.2.4 Mobile Computing Devices for additional guidance on mobile devices) and personally owned devices used for work (see Section 9.2.5 Personally Owned Devices for additional guidance on personally owned devices).
- 2.2.7.2 Passwords are a primary means to control access to systems and shall therefore be selected, used, and managed to protect against unauthorized discovery or usage. Passwords shall satisfy the following complexity rule:



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- Passwords will contain a minimum of one upper case letter
 - Passwords will contain a minimum of one lower case letter
 - Passwords will contain a minimum of one number: 1- 0
 - Passwords will contain a minimum of one symbol: !, @, #, \$, %, ^, &, *, (,)
 - Password characters will not be sequential (Do not use: ABCD , This is ok: ACDB)
 - Password characters will not be repeated in a row (Do not use: P@\$\$\$. This is ok: P@\$\$)
 - COMPLEX PASSWORD EXAMPLE: P@\$W0rd13
- 2.2.7.3 Passwords shall have a minimum length of 8 characters.
- 2.2.7.4 Passwords shall not be reused for twelve iterations.
- 2.2.7.5 Departments shall require users to change their passwords periodically (e.g., every 90 days at the maximum). Changing passwords more often than 90 days is encouraged.
- 2.2.7.6 Network and application systems shall be configured to enforce automatic expiration of passwords at regular intervals (e.g., every 90 days at the maximum) when the technology is feasible or available.
- 2.2.7.7 Newly-created accounts shall be assigned a randomly generated password prior to account information being provided to the user.
- 2.2.7.8 No user shall give his or her password to another person under any circumstances. Workforce members who suspect that their password has become known by another person shall change their password immediately and report their suspicion to management in accordance with Section 12: Incident Management.
- 2.2.7.9 Users who have lost or forgotten their passwords shall make any password reset requests themselves without using a proxy (e.g., another County employee) unless approved by management. Prior to processing password change requests, the requester shall be authenticated to the user account in question. (e.g., Verification with user's supervisor or the use of passphrases can be used for this authentication process.) New passwords shall be provided directly and only to the user in question.
- 2.2.7.10 When technologically feasible, a new or reset password shall be set to expire on its initial use at log on so that the user is required to change the provided password to one known only to them.
- 2.2.7.11 All passwords are to be treated as sensitive information.
- 2.2.7.12 User Accounts shall be locked after five consecutive invalid logon attempts within a 24-hour period. The lockout duration shall be at least 30 minutes or until a system administrator enables the user ID after investigation. These features shall be configured as indicated when the technology is feasible or available.
- 2.2.7.13 All systems containing sensitive information shall not allow users to have multiple concurrent sessions on the same system when the technology is feasible or available.
- 2.2.8 Inactivity Timeout and Restricted Connection Times**
- 2.2.8.1 Automatic lockouts for system devices, including workstations and mobile computing devices (refer to Section 9.2.4 Mobile Computing Devices), after no more than 15 minutes of inactivity.
- 2.2.8.2 Automated screen lockouts shall be used wherever possible using a set time increment (e.g., 15 minutes of non-activity). In situations where it is not possible to automate a lockout, operational procedures shall be implemented to instruct users to lock the terminal or equipment so that unauthorized individuals cannot make use of the system. Once logged on, workforce members shall not leave their computer unattended or available for someone else to use.



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2.2.8.3 When deemed necessary, user logins and data communications may be restricted by time and date configurations that limit when connections shall be accepted.

2.2.9 Account Monitoring

2.2.9.1 Access to a County network and its resources shall be strictly controlled, managed, and reviewed to ensure only authorized users gain access based on the privileges granted. (e.g., Kiosks provide physical and public access to County networks. These shall be secured to ensure County resources are not accessed by unauthorized users.)

2.2.9.2 The control mechanisms for all types of access to County IT resources by contractors, customers or vendors are to be documented.

2.2.9.3 Monitor account usage to determine dormant accounts that have not been used for a given period, such as 45 days, notifying the user or user's manager of the dormancy.

2.2.9.4 After a longer period, such as 60 days, the account shall be disabled by the system when the technology is feasible or available.

2.2.9.5 On a periodic basis, such as quarterly or at least annually, departments shall require that managers match active employees and contractors with each account belonging to their managed staff. Security or system administrators shall then determine whether to disable accounts that are not assigned to active employees or contractors.

2.2.10 Administrative Privileges

2.2.10.1 Systems Administrators shall use separate administrative accounts, which are different from their end user account (required to have an individual end user account), to conduct system administration tasks.

2.2.10.2 Administrative accounts shall only be granted to individuals who have a job requirement to conduct systems administration tasks.

2.2.10.3 Administrative accounts shall be requested in writing and must be approved by the Department Head or designated representative (e.g., DISO) using the Security Review and Approval Process.

2.2.10.4 Systems Administrator accounts that access County enterprise-wide systems or have enterprise-wide impact shall be approved by the CISO using the Security Review and Approval Process.

2.2.10.5 Systems Administrators shall use separate administrative accounts to manage Mobile Device Management (MDM) platforms but may use the local user's credentials when configuring a mobile phone or tablet device.

2.2.10.6 All passwords for privileged system-level accounts (e.g., root, enable, OS admin, application administration accounts, etc.) shall comply with Section 9.2.8.

2.2.11 Remote Access

2.2.11.1 Departments shall take appropriate steps, including the implementation of appropriate encryption, user authentication, and virus protection measures, to mitigate security risks associated with allowing users to use remote access or mobile computing methods to access County information systems.

2.2.11.2 Remote access privileges shall be granted to County workforce members only for legitimate business needs and with the specific approval of department management.



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- 2.2.11.3 All remote access implementations that utilize the County's trusted network environment and that have not been previously deployed within the County shall be submitted to and reviewed by OCIT Enterprise Privacy and Cybersecurity. A memorandum of understanding (MOU) shall be utilized for this submittal and review process. This is required for any Suppliers utilizing remote access to conduct maintenance.
- 2.2.11.4 Remote sessions shall be terminated after 15 minutes of inactivity requiring the user to authenticate again to access County resources.
- 2.2.11.5 All remote access infrastructures shall include the capability to monitor and record a detailed audit trail of each remote access attempt.
- 2.2.11.6 All users of County networks and computer systems are prohibited from connecting and/or activating unauthorized dial-up or broadband modems on workstations, laptops, or other computing devices that are simultaneously connected to any County network.
- 2.2.11.7 Periodic assessments shall be performed to identify unauthorized remote connections. Results shall be used to address any vulnerabilities and prioritized according to criticality.
- 2.2.11.8 Users granted remote access to County IT infrastructure shall follow all additional policies, guidelines and standards related to authentication and authorization as if they were connected locally. For example, this applies when mapping to shared network drives.
- 2.2.11.9 Users attempting to use external remote access shall utilize a County-approved multi-factor authentication process.
- 2.2.11.10 All remote access implementations that involve non-County infrastructures shall be reviewed and approved by both the department DISO and OCIT Enterprise Privacy and Cybersecurity. This approval shall be received prior to the start of such implementation. The approval shall be developed as a memorandum of understanding (MOU).
- 2.2.11.11 Remote access privileges to County IT resources shall not be given to contractors, customers or vendors unless department management determines that these individuals or organizations have a legitimate business need for such access. If such access is granted, it shall be limited to those privileges and conditions required for the performance of the specified work.
- 2.2.12 Wireless Access**
- 2.2.12.1 Departments shall take appropriate steps, including the implementation of appropriate encryption, user authentication, device authentication and malware protection measures, to mitigate risks to the security of County data and information systems associated with the use of wireless network access technologies.
- 2.2.12.2 Only wireless systems that have been evaluated for security by both department management and OCIT Enterprise Privacy and Cybersecurity shall be approved for connectivity to County networks.
- 2.2.12.3 County data that is transmitted over any wireless network shall be protected in accordance with the sensitivity of the information.
- 2.2.12.4 All access to County networks or resources via unapproved wireless communication technologies is prohibited. This includes wireless systems that may be brought into County facilities by visitors or guests. Employees, contractors, vendors and customers are prohibited from connecting and/or activating wireless connections on any computing device that are simultaneously connected to any County network, either locally or remotely.
- 2.2.12.5 Each department shall make a regular, routine effort to ensure that unauthorized wireless networks, access points, and/or modems are not installed or configured within its IT environments. Any unauthorized connections described above shall be disabled immediately.



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2.2.13 System and Network Operations Management

- 2.2.13.1 Operating procedures and responsibilities for all County information processing facilities shall be formally authorized, documented, and updated.
- 2.2.13.2 Departments shall establish controls to ensure the security of the information systems networks that they operate.
- 2.2.13.3 Operational system documentation for County information systems shall be protected from unauthorized access.
- 2.2.13.4 System utilities shall be available to only those users who have a business case for accessing the specific utility.

2.2.14 System Monitoring and Logging

- 2.2.14.1 Systems operational staff shall maintain appropriate log(s) of activities, exceptions and information security events involving County information systems and services.
- 2.2.14.2 Each department shall maintain a log of all faults involving County information systems and services.
- 2.2.14.3 Logs shall be protected from unauthorized access or modifications wherever they reside.
- 2.2.14.4 The clocks of all relevant information processing systems and attributable logs shall be synchronized with an agreed upon accurate time source such as an established Network Time Protocol (NTP) service.
- 2.2.14.5 Auditing and logging of user activity shall be implemented on all critical County systems that support user access capabilities.
- 2.2.14.6 Periodic log reviews of user access and privileges shall be performed in order to monitor access of sensitive information.

2.2.15 Malware Defenses

- 2.2.15.1 Departments shall implement endpoint security on computing devices connected to the County network. Endpoint security may include one or more of the following software: anti-virus, anti-spyware, personal firewall, host-based intrusion detection (IDS), network-based intrusion detection (IDS), intrusion prevention systems (IPS), and white listing and black listing of applications, web sites, and IP addresses.
- 2.2.15.2 Special features designed to filter out malicious software contained in either email messages or email attachments shall be implemented on all County email systems.
- 2.2.15.3 Where feasible, any computing device, including laptops and desktop PCs, that has been connected to a non-County infrastructure (including employee home networks) and subsequently used to connect to the County network shall be verified that it is free from viruses and other forms of malicious software prior to attaining connectivity to the County network.

2.2.16 Data Loss Prevention

- 2.2.16.1 Departments shall implement host-based Data Loss Prevention (DLP) to reduce the risk of data breach related to sensitive information.
- 2.2.16.2 Departments shall deploy encryption software on mobile devices containing sensitive. See Section 9.2.19 Encryption for additional guidance.

2.2.17 Data Transfer

- 2.2.17.1 Agreements shall be implemented for the exchange of information between the County and other entities. As well as between departments.



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2.2.17.2 County information accessed via electronic commerce shall have security controls implemented based on the assessed risk.

2.2.18 Encryption

2.2.18.1 The decision to use cryptographic controls and/or data encryption in an application shall be based on the level of risk of unauthorized access and the sensitivity of the data that is to be protected.

2.2.18.2 The decision to use cryptographic controls and/or data encryption on a hard drive shall be based on the level of risk of unauthorized access and the sensitivity of the data that is to be protected.

2.2.18.3 Where appropriate, encryption shall be used to protect confidential (as defined by County policy) application data that is transmitted over open, untrusted networks, such as the Internet.

2.2.18.4 When cryptographic controls are used, procedures addressing the following areas shall be established by each department:

- Determination of the level of cryptographic controls
- Key management/distribution steps and responsibilities

2.2.18.5 Encryption keys shall be exchanged only using secure methods of communication.

2.2.19 System Acquisition and Development

2.2.19.1 Departments shall identify all business applications that are used by their users in support of primary business functions. This includes all applications owned and/or managed by the department as well as other business applications that are used by the department but owned and/or managed by other County organizations. All business applications used by a department shall be documented in the department's IT security plan as well as their Business Impact Analysis (BIA).

2.2.19.2 An application owner shall be designated for each internal department business application.

2.2.19.3 All access controls associated with business applications shall be commensurate with the highest level of data used within the application. These same access controls shall also adhere to the policy provided in Section 7: Access Control.

2.2.19.4 Security requirements shall be incorporated into the evaluation process for all commercial software products that are intended to be used as the basis for a business application. The security requirements in question shall be based on requirements and standards specified in this policy.

2.2.19.5 In situations where data needs to be isolated because there would be a conflict of interest (e.g., DA and OCPD data cannot be shared), data security shall be designed and implemented to ensure that isolation.

Business Requirements

2.2.19.6 The business requirements definition phase of system development shall contain a review to ensure that the system shall adhere to County information security standards.

System Files

2.2.19.7 Operating system files, application software and data shall be secured from unauthorized use or access.

2.2.19.8 Clear-text data that results from testing shall be handled, stored, and disposed of in the same



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manner and using the same procedures as are used for production data.

2.2.19.9 System tests shall be performed on data that is constructed specifically for that purpose.

2.2.19.10 System testing shall not be performed on operational data unless the necessary safeguards are in place.

2.2.19.11 A combination of technical, procedural and physical safeguards shall be used to protect application source code from unintentional or unauthorized modification or destruction. All County proprietary information, including source code, needs to be protected through appropriate role-based access controls. An example of this is a change control tool that records all changes to source code including new development, updates, and deletions, along with check-in and check-out information.

System Development & Maintenance

2.2.19.12 The development of software for use on County information systems shall have documented change control procedures in place to ensure proper versioning and implementation.

2.2.19.13 When preparing to upgrade any County information systems, including an operating system, on a production computing resource; the process of testing and approving the upgrade shall be completed in advance in order to minimize potential security risks and disruptions to the production environment.

2.2.19.14 Any outside suppliers used for maintenance that are visitors to the facility are to be escorted and monitored while performing maintenance to critical systems. This does not apply to contractors that are assigned to work at the facility.

2.2.19.15 Systems shall be hardened, and logs monitored to ensure the avoidance of the introduction and exploitation of malicious code.

2.2.19.16 All County workforce members shall not create, execute, forward, or introduce computer code designed to self-replicate, damage, or impede the performance of a computer's memory, storage, operating system, or application software.

2.2.19.17 In conjunction with other access control policies, any opportunity for information leakage shall be prevented through good system design practices.

2.2.19.18 Departments are responsible for managing outsourced software development related to department-owned IT systems.

System Requirements

Any system that processes or stores County Information shall:

2.2.19.19 Baseline configuration shall incorporate Principle of Least Privilege and Functionality.

2.2.19.20 Systems shall be deployed where feasible to utilize existing County authentication methods.

2.2.19.21 Session inactivity timeouts shall be implemented for all access into and from County networks.

2.2.19.22 All applications are to have access controls unless specifically designated as a public access resource.

2.2.19.23 Meet the password requirements defined in Section 9.2.8: Passwords.

2.2.19.24 Strictly control access enabling only privileged users or supervisors to override system controls or the capability of bypassing data validation or editing problems.

2.2.19.25 Monitor special privilege access, e.g. administration accounts.

2.2.19.26 Restrict authority to change master files to persons independent of the data processing function.



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2.2.19.27 Have access control mechanisms to prevent unauthorized access or changes to data, especially, the server file systems that are connected to the Internet, even behind a firewall.

2.2.19.28 Be capable of routinely monitoring the access to automated systems containing County Information.

2.2.19.29 Log all modifications to the system files.

2.2.19.30 Limit access to system utility programs to necessary individuals with specific designation.

2.2.19.31 Maintain audit logs on a device separate from the system being monitored.

2.2.19.32 Delete or disable all default accounts.

2.2.19.33 Restrict access to server file-system controls to ensure that all changes such as direct write, write access to system areas and software or service changes shall be applied only through the appropriate change control process.

2.2.19.34 Restrict access to server-file-system controls that allow access to other users' files.

2.2.19.35 Ensure that servers containing user credentials shall be physically protected, hardened and monitored to prevent inappropriate use.

2.2.20 Procurement Controls

2.2.20.1 Breach notification requirements clause to be included in new or renewal contracts (once policy is effective) for systems containing sensitive information.

Contractor shall report to the County within 24 hours as defined in this contract when Contractor becomes aware of any suspected data breach of Contractor's or Sub-Contractor's systems involving County's data.

2.2.20.2 Departments shall review all procurements and renewals for software and equipment (hosted/managed by the vendor) that transmits, stores, or processes sensitive information to ensure that vendors and contractors are aware of and are in compliance with County's cybersecurity policies. Departments shall obtain documentation supporting the business partners, contractors, consultants, or vendors compliance with County's cybersecurity policies such as:

- SOC 1 Type 2
- SOC 2 Type 2
- Security Certifications (ISO, PCI, etc.)
- Penetration Test Results

2.2.21 IT Services Provided to Public

2.2.21.1 Public access to County electronic information resources shall provide desired services in accordance with safeguards designed to protect County resources. All County electronic information resources are to be reviewed at least quarterly.

2.2.22 Removable Media

2.2.22.1 When no longer required, the contents of removable media shall be permanently destroyed or rendered unrecoverable in accordance with applicable department, County, state, or federal record disposal and/or retention requirement



3 CONFIGURATION & CHANGE MANAGEMENT

Configuration and Change Management (CCM) is the process of maintaining the integrity of hardware, software, firmware, and documentation related to the configuration and change management process. CCM is a continuous process of controlling and approving changes to information or technology assets or related infrastructure that support the critical services of an organization. This process includes the addition of new assets, changes to assets, and the elimination of assets.

Cybersecurity is an integral component to information systems from the onset of the project or acquisition through implementation of:

- Application and system security
- Configuration management
- Change control procedures
- Encryption and key management
- Software maintenance, including but not limited to, upgrades, antivirus, patching and malware detection response systems

As the complexity of information systems increases, the complexity of the processes used to create these systems also increases, as does the probability of accidental errors in configuration. The impact of these errors puts data and systems that may be critical to business operations at significant risk of failure that could cause the organization to lose business, suffer damage to its reputation, or close completely. Having a CCM process to protect against these risks is vital to the overall security posture of the organization.

3.1 GOALS AND OBJECTIVES

- 3.1.1 The lifecycle of assets is managed.
- 3.1.2 The integrity of technology and information assets is managed.
- 3.1.3 Asset configuration baselines are established.

3.2 CONFIGURATION & CHANGE MANAGEMENT POLICY STATEMENTS

- 3.2.1 Changes to all information processing facilities, systems, software, or procedures shall be strictly controlled according to formal change management procedures.
- 3.2.2 Changes impacting security appliances managed by OCIT (e.g., security architecture, security appliances, County firewall, Website listings, application listings, email gateway, administrative accounts) shall be reviewed by OCIT Enterprise Privacy and Cybersecurity in accordance with the County Security Review and Approval Process.
- 3.2.3 Only authorized users shall make any changes to system and/or software configuration files.
- 3.2.4 Only authorized users shall download and/or install operating system software, service-related software (such as web server software), or other software applications on County computer systems without prior written authorization from department IT management. This includes, but is not limited to, free software, computer games and peer-to-peer file sharing software.
- 3.2.5 Each department shall develop a formal change control procedure that outlines the process to be used for identifying, classifying, approving, implementing, testing, and documenting changes to its IT resources.



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- 3.2.6 Each department shall conduct periodic audits designed to determine if unauthorized software has been installed on any of its computers.
- 3.2.7 As appropriate, segregation of duties shall be implemented by all County departments to ensure that no single person has control of multiple critical systems and the potential for misusing that control.
- 3.2.8 Production computing environments shall be separated from development and test computing environments to reduce the risk of one environment adversely affecting another.
- 3.2.9 System capacity requirements shall be monitored, and usage projected to ensure the continual availability of adequate processing power, bandwidth, and storage.
- 3.2.10 System acceptance criteria for all new information systems and system upgrades shall be defined, documented, and utilized to minimize risk of system failure.



4 VULNERABILITY MANAGEMENT

The Vulnerability Management domain focuses on the process by which organizations identify, analyze, and manage vulnerabilities in a critical service's operating environment.

4.1 GOALS AND OBJECTIVES

- 4.1.1 Preparation for vulnerability analysis and resolution activities is conducted.
- 4.1.2 A process for identifying and analyzing vulnerabilities is established and maintained.
- 4.1.3 Exposure to identified vulnerabilities is managed.
- 4.1.4 The root causes of vulnerabilities are addressed.

4.2 VULNERABILITY MANAGEMENT POLICY STATEMENTS

- 4.2.1 Departments shall develop and maintain a vulnerability management process as part of its Cybersecurity Program.



5 CYBERSECURITY INCIDENT MANAGEMENT

Information Security Incident Management establishes the policy to be used by each department in planning for, reporting on, and responding to computer security incidents. For these purposes an incident is defined as any irregular or adverse event that occurs on a County system or network. The goal of incident management is to mitigate the impact of a disruptive event. To accomplish this goal, an organization establishes processes that:

- detect and identify events
- triage and analyze events to determine whether an incident is underway
- respond and recover from an incident
- improve the organization's capabilities for responding to a future incident

This domain defines management controls for addressing cyber incidents. The controls provide a consistent and effective approach to Cyber Incident Response aligned with Orange County's Cyber Incident Response Plan, to include:

- Collection of evidence related to the cyber incident as appropriate
- Reporting procedures including any and all statutory reporting requirements
- Incident remediation
- Minimum logging procedures
- Annual testing of the plan

5.1 GOALS AND OBJECTIVES

- 5.1.1 A process for identifying, analyzing, responding to, and learning from incidents is established.
- 5.1.2 A process for detecting, reporting, triaging, and analyzing events is established.
- 5.1.3 Incidents are declared and analyzed.
- 5.1.4 A process for responding to and recovering from incidents is established.
- 5.1.5 Post-incident lessons learned are translated into improvement strategies.

5.2 CYBERSECURITY INCIDENT MANAGEMENT POLICY STATEMENTS

- 5.2.1 Cybersecurity incident management procedures shall be established within each department to ensure quick, orderly, and effective responses to security incidents. In the event a department has not established these procedures, the department may adopt the County's Cyber Incident Response Plan. The steps involved in managing a security incident are typically categorized into six stages:
 - 5.2.2 System preparation
 - 5.2.3 Problem identification
 - 5.2.4 Problem containment
 - 5.2.5 Problem eradication
 - 5.2.6 Incident recovery
 - 5.2.7 Lessons learned
- 5.2.8 The DISO shall act as the liaison between applicable parties during a cybersecurity incident. The DISO shall be the department's primary point of contact for all IT security issues.



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- 5.2.9 A directory or phone tree shall be created listing all department cybersecurity incident liaison contact information.
- 5.2.10 Departments shall conduct periodic (at least annually) cybersecurity incident scenario sessions for personnel associated with the cybersecurity incident handling team to ensure that they understand current threats and risks, as well as their responsibilities in supporting the cybersecurity incident handling team.
- 5.2.11 Departments shall develop and document procedures for reporting cybersecurity incidents. For example, all employees, contractors, vendors and customers of County information systems shall be required to note and report any observed or suspected security weaknesses in systems to management. In the event a department has not established these procedures, the department may adopt the County's Cyber Incident Response Plan.
- 5.2.12 Each department shall familiarize its employees on the use of its cybersecurity incident reporting procedures.
- 5.2.13 Contact with local authorities, including law enforcement, shall be conducted through an organized, repeatable process that is both well documented and communicated.
- 5.2.14 Contact with special interest groups, including media and labor relations, shall be conducted through an organized, repeatable process that is both well documented and communicated.
- 5.2.15 Where a follow-up action against an entity after a cybersecurity incident shall involve civil or criminal legal action, evidence shall be collected, retained, and presented to conform to the rules for evidence as demanded by the relevant jurisdiction(s). At the Department's discretion, they may obtain the services of qualified external professionals to complete these tasks.
- 5.2.16 Departments shall report cybersecurity incidents to the Central IT Service Desk in accordance with the County's Cyber Incident Reporting Policy.
- 5.2.17 Confirmed cybersecurity incidents that meet the criteria defined in the Significant Incident/Claim Reporting Protocol shall be reported by the County's Chief Information Security Officer to the Chief Information Officer (CIO), County Executive Officer (CEO), and the Board of Supervisors within 24 hours of determination that a cybersecurity incident has occurred.



6 SERVICE CONTINUITY MANAGEMENT

Service continuity planning is one of the more important aspects of resilience management because it provides a process for preparing for and responding to disruptive events, whether natural or man-made. Operational disruptions may occur regularly and can scale from so small that the impact is essentially negligible to so large that they could prevent an organization from achieving its mission. Services that are most important to an organization's ability to meet its mission are considered essential and are focused on first when responding to disruptions. The process of identifying and prioritizing services and the assets that support them is foundational to service continuity.

Service continuity planning provides the organization with predefined procedures for sustaining essential operations in varying adverse conditions, from minor interruptions to large-scale incidents. For example, a power interruption or failure of an IT component may necessitate manual workaround procedures during repairs. A data center outage or loss of a business or facility housing essential services may require the organization to recover business or IT operations at an alternate location.

The process of assessing, prioritizing, planning and responding to, and improving plans to address disruptive events is known as service continuity. The goal of service continuity is to mitigate the impact of disruptive events by utilizing tested or exercised plans that facilitate predictable and consistent continuity of essential services.

This domain defines requirements to document, implement and annually test plans, including the testing of all appropriate cybersecurity provisions, to minimize impact to systems or processes from the effects of major failures of information systems or disasters via adoption and annual testing of:

- Business Continuity Plan
- Disaster Recovery Plan
- Cyber Incident Response Plan

Business Continuity is intended to counteract interruptions in business activities and to protect critical business processes from the effects of significant disruptions. Disaster Recovery provides for the restoration of critical County assets, including IT infrastructure and systems, staff, and facilities.

6.1 GOALS AND OBJECTIVES

- 6.1.1 Service continuity plans for high-value services are developed.
- 6.1.2 Service continuity plans are reviewed to resolve conflicts between plans.
- 6.1.3 Service continuity plans are tested to ensure they meet their stated objectives.
- 6.1.4 Service continuity plans are executed and reviewed.

6.2 SERVICE CONTINUITY MANAGEMENT POLICY STATEMENTS

- 6.2.1 Backups of all essential electronically-maintained County business data shall be routinely created and properly stored to ensure prompt restoration.
- 6.2.2 Each department shall implement and document a backup approach for ensuring the availability of critical application databases, system configuration files, and/or any other electronic information critical to maintaining normal business operations within the department.



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- 6.2.3 The frequency and extent of backups shall be in accordance with the importance of the information and the acceptable risk as determined by each department.
- 6.2.4 Departments shall ensure that locations where backup media are stored are safe, secure, and protected from environmental hazards. Access to backup media shall be commensurate with the highest level of information stored and physical access controls shall meet or exceed the physical access controls of the data's source systems.
- 6.2.5 Backup media shall be labeled and handled in accordance with the highest sensitivity level of the information stored on the media.
- 6.2.6 Departments shall define and periodically test a formal procedure designed to verify the success of the backup process.
- 6.2.7 Restoration from backups shall be tested initially once the process is in place and periodically afterwards. Confirmation of business functionality after restoration shall also be tested in conjunction with the backup procedure test.
- 6.2.8 Departments shall retain backup information only as long as needed to carry out the purpose for which the data was collected, or for the minimum period required by law.
- 6.2.9 Alternate storage facilities shall be used to ensure confidentiality, integrity and availability of all County systems.
- 6.2.10 Each department shall develop, periodically update, and regularly test business continuity and disaster recovery plans in accordance with the County's Business Continuity Management Policy.
- 6.2.11 Departments shall review and update their Risk Assessments (RAs) and Business Impact Analyses (BIAs) as necessary, determined by department management (annually is recommended). As detailed in Section 14: Risk Assessment and Treatment, RAs include department identification of risks that can cause interruptions to business processes along with the probability and impact of such interruptions and the consequences to information security. A BIA establishes the list of processes and systems that the department has deemed critical after performing a risk analysis.
- 6.2.12 Continuity plans shall be developed and implemented to provide for continuity of business operations in the event that critical IT assets become unavailable. Plans shall provide for the availability of information at the required level and within the established Recovery Time Objective (RTO) and their location, as alternate facilities shall be used to maintain continuity.
- 6.2.13 Each department shall maintain a comprehensive plan document containing its business continuity plans. Plans shall be consistent, address information security requirements, and identify priorities for testing and maintenance. Plans shall be prepared in accordance with the standards established by the County's Business Continuity Management Policy.
- 6.2.14 Each department shall define failure prevention protocols to maintain confidentiality, integrity and availability. Departments shall automate failover procedures where applicable and maintain adequate (predictable) levels of ancillary components to meet this provision.

Contract Summary Form

OC Expediter Requisition #: 1494796

ACE PARKING III, LLC

SUMMARY OF SIGNIFICANT CHANGES

N/A

SUBCONTRACTORS

This contract, due to the nature of the services, could require the addition of subcontractors. In order to add subcontractor(s) to the contract, the provider/contractor must seek express consent from the department. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval. In the past, subcontractor(s) have been used for this contract.

This contract includes the following subcontractors or pass through to other providers.

Eco Fleet 145 Vallecitos De Oro, Suite 204 San Diego, CA 92069	Shuttle Maintenance	Year 1 \$1,098,155	Year 2 \$1098,155	Year 3 \$1,089,155	Year 4 \$1,089,155	Year 5 \$1,098,155
Global Parking Systems, Inc. 930 E 66 th St., Indianapolis, IN 46220	Parking Services, Shuttle/Valet Services	Year 1 \$1,461,134	Year 2 \$1,494,406	Year 3 \$1,539,237	Year 4 \$1,585,414	Year 5 \$1,632,976
Greenworld Maintenance, Inc. 1150 Tennyson St., Suite 29, Manhattan Beach, CA 90266	Maintenance Services – Garage Maintenance and Cleaning	Year 1 \$310,700	Year 2 \$320,021	Year 3 \$329,622	Year 4 \$339,510	Year 5 \$349,696
Image Concepts 220 W. 25 th St., Suite F National City, CA 91950	Custom Uniforms	Unknown at this time. Costs are included in Management Fee.				
Cole Ticket Solutions 19304 East Hurst St., Covina, CA 91722	Parking Tickets	Year 1 \$26,000	Year 2 \$26,780	Year 3 \$27,583	Year 4 \$28,411	Year 5 \$29,263
XOS Hub 3550 Tyburn St., Los Angeles, CA 90065	Mobile Electric Vehicle Charger	Year 1 \$129,600	Year 2 \$129,600	Year 3 \$129,600	Year 4 \$0	Year 5 \$0

CONTRACT OPERATING EXPENSES

County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Total Contract Amount Not to Exceed: \$60,000,000
Year One Contract Amount Not to Exceed: \$12,000,000
Year Two Contract Amount Not to Exceed: \$12,000,000
Year Three Contract Amount Not to Exceed: \$12,000,000
Year Four Contract Amount Not to Exceed: \$12,000,000
Year Five Contract Amount Not to Exceed: \$12,000,000

Total Annual Budget Management Fee and Reimbursable Expenses						
Description		Year 1	Year 2	Year 3	Year 4	Year 5
1	Total Management Cost (Fixed Fee)	\$914,056	\$930,583	\$979,530	\$1,031,181	\$1,085,687
2	Total Reimbursable Operating* Expenses - Parking Services	\$4,216,809	\$4,366,629	\$4,367,646	\$4,397,952	\$4,560,877
3	Total Reimbursable Operating* Expenses – Valet Services	\$1,461,134	\$1,494,406	\$1,539,237	\$1,585,414	\$1,632,976
4	Total Reimbursable Operating* Expenses - Shuttle Services	\$3,060,691	\$3,147,674	\$3,237,972	\$3,331,721	\$3,429,059
5	Total Reimbursable Operating* Expenses- Car Wash	\$409,120	\$429,576	\$451,055	\$473,608	\$497,288
Total Annual Budget (Estimated Expenses)		\$10,061,810	\$10,368,868	\$10,575,440	\$10,819,876	\$11,205,887

*These are Estimated Expenses and will vary depending on usage

- a) **Management Cost** – The County shall pay a fixed annual fee, paid in monthly installments in arrears. The monthly management fee includes contractor profit and other items not included in reimbursable operating expenses. The cost included in the management fee shall not be reimbursed and must be excluded from the reimbursable operating expenses.
- b) **Reimbursable Operating Expenses (Estimated)** – In addition to the Management Fee, County shall reimburse Contractor monthly for Operating Expenses that are approved by County and paid by Contractor during the preceding calendar month. These fees are estimated and will vary depending on actual services provided by Contractor.

Reimbursable Optional Enhancements						
Description		Year 1	Year 2	Year 3	Year 4	Year 5
1	Automated Revenue Management System	\$130,000	\$120,000	\$126,000	\$132,300	\$138,915
2	Online Booking System (No upfront cost to Airport)	\$0	\$0	\$0	\$0	\$0
3	Marketing	\$180,000	\$200,000	\$225,000	\$235,000	\$250,000

4	Loyalty Program	\$20,000	\$0	\$0	\$0	\$0
5	Mobile Electric Vehicle Charger	\$ 129,600	\$ 129,600	\$ 129,600	\$0	\$0
	Total (Estimated)	\$459,600	\$449,600	\$480,600	\$367,300	\$388,915

**JOHN WAYNE AIRPORT
ORANGE COUNTY**

MEMORANDUM



DATE: November 22, 2023
TO: Thang Bernard, Deputy Purchasing Agent
FROM: Robert Holden, Evaluation Committee Chair, RFP 280-2480801-TB
SUBJECT: Memorandum of Recommendation, Airport Parking Management and Shuttle Services

Upon review of the proposals submitted in response to the referenced Request for Proposal, the scores are listed below. The RFP had a complex written and oral response section that required comprehensive and detailed responses. Based upon the County of Orange's criteria and award procedures set forth in the RFP, the Evaluation Committee recommends that John Wayne Airport, Operations Division proceed with negotiations with the top-recommended proposer.*

Proposal Scores:

Scores	Proposer Name (listed alphabetically)
129.7	Ace Parking Management Inc
123.6	SP+
122.7	LAZ Parking
121.9	ABM Aviation

Evaluation Committee Concurrence:

Evaluator	Signature
1	DocuSigned by: <i>Robert Holden</i> DocuSigned by: F23A9517AEP24E9...
2	DocuSigned by: C6FB6372203947F...
3	DocuSigned by: 8EC9F526B9AC4EA...
4	<i>Genesis Acosta</i>
5	<i>Da Cono</i>

Attached is the *Finalized Individual Evaluator's Scoring Sheets* for submittal with the ASR, as appropriate.

Final Scoring Summary
RFP #280-2199701 - IT Security Services

Score Range - Top	5	[1]
Score Range - Bottom	0	[2]

Number of Panel Members	3	[3]
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Company Names [4]	DVBE Eligible	OCLSB Eligible
ABM Aviation		
Ace Parking Management Inc		
LAZ Parking		
PCAM, LLC dba Parking Company of America		
SP+		

Criteria	Weight
Written Criteria	60%
Experience and Qualification	35%
Management and Supervision Plan	20%
Plan of Operation	10%
Vehicle Maintenance and Safety Program	15%
Cost and Proposed Fee (s)	20%

Written Proposal Evaluation - Must Equal 100%	100%	
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Oral Interview	40%	[7]
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Question 1	20%
Question 2	20%
Question 3	20%
Question 4	20%
Question 5	20%

Oral Proposal Evaluation - Must Equal 100%	100%
Grand Total - Must Equal 100%	100%

OCLSB/DVBE or both (if eligible)	Grand Total	Final Total
ABM Aviation	121.9	121.9
Ace Parking Management Inc	129.7	129.7
LAZ Parking	122.7	122.7
PCAM, LLC dba Parking Company of America	57.6	57.6
SP+	123.6	123.6
0	0.0	0.0
0	0.0	0.0
0	0.0	0.0
0	0.0	0.0
0	0.0	0.0

Instructions

Revised: 3.14.2022

***** Only complete the sections highlighted in blue *****

[1], [2] - Set your score range. Typically 0-5 with
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor;
0 = Unacceptable

[3] - Set the number of panel members who will be reviewing the submissions

[4] - Enter the names of the companies

[5] - Mark cell with a lower case "x" if company is DVBE and/or OCLSB eligible

[6] - Select your written criteria rating. If no oral criteria set this to 100%

[7] - Select your oral criteria rating.

[8] - No action required: Five percent (5%) of grand total is automatically added to all eligible OCLSB or DVBEs. Eight percent (8%) of grand total is automatically added to all eligible OCLSBs that are also DVBEs.

Evaluation Criteria		Proposer: ABM Aviation										Score	Weighted
Written Criteria	60%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Experience and Qualification	35%	4	28	5	35	5	35	4	28	3	21	49	29
Management and Supervision Plan	20%	4	16	5	20	4	16	3	12	4	16	27	16
Plan of Operation	10%	4	8	4	8	4	8	4	8	3	6	13	8
Vehicle Maintenance and Safety Program	15%	3	9	4	12	4	12	4	12	3	9	18	11
Cost and Proposed Fee (s)	20%	2	8	2	8	2	8	2	8	2	8	13	8
Oral Evaluation - Must Equal 100%	100%	17.0	69.0	20.0	83.0	19.0	79.0	17.0	68.0	15.0	60.0	119.7	71.8
Oral Interview	40%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5			
Question 1	20%	3	12	4	16	3	12	4	16	4	16	24	10
Question 2	20%	4	16	4	16	4	16	4	16	3	12	25	10
Question 3	20%	5	20	4	16	4	16	4	16	5	20	29	12
Question 4	20%	3	12	3	12	4	16	3	12	4	16	23	9
Question 5	20%	3	12	4	16	4	16	4	16	3	12	24	10
Oral Evaluation - Must Equal 100%	100%	18.0	72.0	19.0	76.0	19.0	76.0	19.0	76.0	19.0	76.0	125.3	50.1
Grand Total - Must Equal 100%	100%											121.9	

Evaluation Criteria		Proposer: Ace Parking Management Inc										Score	Weighted
Written Criteria	60%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score
Experience and Qualification	35%	4	28	4	28	4	28	4	28	5	35	49	29
Management and Supervision Plan	20%	3	12	5	20	4	16	4	16	5	20	28	17
Plan of Operation	10%	3	6	3	6	3	6	4	8	5	10	12	7
Vehicle Maintenance and Safety Program	15%	4	12	4	12	3	9	4	12	5	15	20	12
Cost and Proposed Fee (s)	20%	3	12	3	12	3	12	3	12	3	12	20	12
Oral Evaluation - Must Equal 100%	100%	17.0	70.0	19.0	78.0	17.0	71.0	19.0	76.0	23.0	92.0	129.0	77.4
Oral Interview	40%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5			
Question 1	20%	5	20	4	16	4	16	4	16	5	20	29	12
Question 2	20%	4	16	4	16	4	16	4	16	5	20	28	11
Question 3	20%	3	12	3	12	3	12	4	16	4	16	23	9
Question 4	20%	3	12	3	12	3	12	4	16	4	16	23	9
Question 5	20%	4	16	4	16	4	16	4	16	5	20	28	11
Oral Evaluation - Must Equal 100%	100%	19.0	76.0	18.0	72.0	18.0	72.0	20.0	80.0	23.0	92.0	130.7	52.3
Grand Total - Must Equal 100%	100%											129.7	

Evaluation Criteria		Proposer: LAZ Parking										Score	Weighted	
Written Criteria	60%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score	
Experience and Qualification	35%	5	35	5	35	5	35	4	28	3	21	51	31	
Management and Supervision Plan	20%	5	20	4	16	5	20	3	12	3	12	27	16	
Plan of Operation	10%	4	8	3	6	4	8	3	6	3	6	11	7	
Vehicle Maintenance and Safety Program	15%	4	12	5	15	4	12	4	12	4	12	21	13	
Cost and Proposed Fee (s)	20%	2	8	2	8	2	8	2	8	2	8	13	8	
Total Evaluation - Must Equal 100%	100%	20.0	83.0	19.0	80.0	20.0	83.0	16.0	66.0	15.0	59.0	123.7	74.2	
Oral Interview		Panel #1		Panel #2		Panel #3		Panel #4		Panel #5				
Question 1	20%	4	16	4	16	4	16	3	12	4	16	25	10	
Question 2	20%	3	12	4	16	3	12	4	16	3	12	23	9	
Question 3	20%	4	16	4	16	4	16	3	12	3	12	24	10	
Question 4	20%	4	16	4	16	3	12	4	16	4	16	25	10	
Question 5	20%	4	16	4	16	3	12	4	16	3	12	24	10	
Total Evaluation - Must Equal 100%	100%	19.0	76.0	20.0	80.0	17.0	68.0	18.0	72.0	17.0	68.0	121.3	48.5	
Grand Total - Must Equal 100%		100%												122.7

Evaluation Criteria		Proposer: PCAM, LLC dba Parking Company of America										Score	Weighted	
Written Criteria	60%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		Percentage	Score	
Experience and Qualification	35%	2	14	3	21	3	21	2	14	2	14	28	17	
Management and Supervision Plan	20%	2	8	3	12	3	12	2	8	2	8	16	10	
Plan of Operation	10%	2	4	2	4	2	4	2	4	2	4	7	4	
Vehicle Maintenance and Safety Program	15%	2	6	2	6	3	9	3	9	2	6	12	7	
Cost and Proposed Fee (s)	20%	5	20	5	20	5	20	5	20	5	20	33	20	
Total Evaluation - Must Equal 100%	100%	13.0	52.0	15.0	63.0	16.0	66.0	14.0	55.0	13.0	52.0	96.0	57.6	
Oral Interview		Panel #1		Panel #2		Panel #3		Panel #4		Panel #5				
Question 1	20%													
Question 2	20%													
Question 3	20%													
Question 4	20%													
Question 5	20%													
Total Evaluation - Must Equal 100%	100%											0.0	0.0	
Grand Total - Must Equal 100%		100%												57.6

Evaluation Criteria	Weight	Proposer: SP+										Score Percentage	Weighted Score
		Panel #1		Panel #2		Panel #3		Panel #4		Panel #5			
Written Criteria	60%	5	35	4	28	5	35	4	28	4	28	51	31
Experience and Qualification	35%	4	16	4	16	5	20	3	12	5	20	28	17
Management and Supervision Plan	20%	3	6	4	8	4	8	4	8	4	8	13	8
Plan of Operation	10%	3	9	3	9	3	9	3	9	2	6	14	8
Vehicle Maintenance and Safety Program	15%	3	12	3	12	3	12	3	12	3	12	20	12
Cost and Proposed Fee (s)	20%												
Total Evaluation - Must Equal 100%	100%	18.0	78.0	18.0	73.0	20.0	84.0	17.0	69.0	18.0	74.0	126.0	75.6
Oral Interview	40%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5			
Question 1	20%	3	12	4	16	3	12	3	12	4	16	23	9
Question 2	20%	4	16	4	16	4	16	4	16	4	16	27	11
Question 3	20%	3	12	3	12	4	16	4	16	3	12	23	9
Question 4	20%	3	12	4	16	3	12	4	16	3	12	23	9
Question 5	20%	4	16	4	16	4	16	4	16	3	12	25	10
Total Evaluation - Must Equal 100%	100%	17.0	68.0	19.0	76.0	18.0	72.0	19.0	76.0	17.0	68.0	120.0	48.0
Grand Total - Must Equal 100%	100%											123.6	

Evaluation Criteria	Weight	Proposer:										Score Percentage	Weighted Score
		Panel #1		Panel #2		Panel #3		Panel #4		Panel #5			
Written Criteria	60%												
Experience and Qualification	35%												
Management and Supervision Plan	20%												
Plan of Operation	10%												
Vehicle Maintenance and Safety Program	15%												
Cost and Proposed Fee (s)	20%												
Total Evaluation - Must Equal 100%	100%											0.0	0.0
Oral Interview	40%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5			
Question 1	20%												
Question 2	20%												
Question 3	20%												
Question 4	20%												
Question 5	20%												
Total Evaluation - Must Equal 100%	100%											0.0	0.0
Grand Total - Must Equal 100%	100%											0.0	

Evaluation Criteria	Weight	Proposer:					Score Percentage	Weighted Score
		Panel #1	Panel #2	Panel #3	Panel #4	Panel #5		
Written Criteria	60%							
Experience and Qualification	35%							
Management and Supervision Plan	20%							
Plan of Operation	10%							
Vehicle Maintenance and Safety Program	15%							
Cost and Proposed Fee (s)	20%							
Total Evaluation - Must Equal 100%	100%						0.0	0.0
Oral Interview	40%							
Question 1	20%							
Question 2	20%							
Question 3	20%							
Question 4	20%							
Question 5	20%							
Total Evaluation - Must Equal 100%	100%						0.0	0.0
Grand Total - Must Equal 100%	100%							0.0

Evaluation Criteria	Weight	Proposer:					Score Percentage	Weighted Score
		Panel #1	Panel #2	Panel #3	Panel #4	Panel #5		
Written Criteria	60%							
Experience and Qualification	35%							
Management and Supervision Plan	20%							
Plan of Operation	10%							
Vehicle Maintenance and Safety Program	15%							
Cost and Proposed Fee (s)	20%							
Total Evaluation - Must Equal 100%	100%						0.0	0.0
Oral Interview	40%							
Question 1	20%							
Question 2	20%							
Question 3	20%							
Question 4	20%							
Question 5	20%							
Total Evaluation - Must Equal 100%	100%						0.0	0.0
Grand Total - Must Equal 100%	100%							0.0

Evaluation Criteria	Weight	Proposer:					Score Percentage	Weighted Score
		Panel #1	Panel #2	Panel #3	Panel #4	Panel #5		
Written Criteria	60%							
Experience and Qualification	35%							
Management and Supervision Plan	20%							
Plan of Operation	10%							
Vehicle Maintenance and Safety Program	15%							
Cost and Proposed Fee (s)	20%							
Oral Evaluation - Must Equal 100%	100%						0.0	0.0
Oral Interview	40%							
Question 1	20%							
Question 2	20%							
Question 3	20%							
Question 4	20%							
Question 5	20%							
Oral Evaluation - Must Equal 100%	100%						0.0	0.0
Grand Total - Must Equal 100%	100%							0.0

Evaluation Criteria	Weight	Proposer:					Score Percentage	Weighted Score
		Panel #1	Panel #2	Panel #3	Panel #4	Panel #5		
Written Criteria	60%							
Experience and Qualification	35%							
Management and Supervision Plan	20%							
Plan of Operation	10%							
Vehicle Maintenance and Safety Program	15%							
Cost and Proposed Fee (s)	20%							
Oral Evaluation - Must Equal 100%	100%						0.0	0.0
Oral Interview	40%							
Question 1	20%							
Question 2	20%							
Question 3	20%							
Question 4	20%							
Question 5	20%							
Oral Evaluation - Must Equal 100%	100%						0.0	0.0
Grand Total - Must Equal 100%	100%							0.0