



AGENDA STAFF REPORT

Control: 26001855

MEETING DATE: 10/27/2026

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): District 5

SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport

DEPARTMENT CONTACT PERSON(S): Charlene Reynolds, 949-252-5183
Mazen Chilet, 949-252-5270

SUBJECT: Approve Model Contract for Airport IT Systems Design Services

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
N/A	N/A	DISCUSSION
		3 Votes Board Majority

Budgeted: Yes	Current Year Cost: \$500,000	Annual Cost: FY 2027-28 \$1,000,000 FY 2028-29 \$1,000,000 FY 2029-30 \$500,000
Staffing Impact: No	Funding Source: See Financial Impact	Sole Source: No
Current Fiscal Year	Section	County Audit in Last 3
Revenue: N/A		years: No
Levine Act Review		
Completed? Yes		
Prior Board Action: N/A		

RECOMMENDED ACTION(S):

- Find that the subject activity is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines Section 15378 and is therefore not subject to review under CEQA.
- Select and approve all Respondents from the Solicitation Results in Attachment B, resulting from Request for Qualifications No. 280-3026801-CP for Airport IT Systems Design Services.
- Approve Model Contract for Airport IT Systems Design Services and authorize the Airport Director or designee to negotiate and execute, upon approval as to form by County Counsel, individual contracts without substantive changes, with the Respondents selected by the Board of Supervisors, in an aggregate amount not to exceed \$3,000,000, for a term of three years, effective upon execution of all necessary signatures. If negotiations with any of the selected Respondents are unsuccessful, authorize the Airport Director or designee to proceed to negotiate and execute the approved contracts, upon County Counsel's approval as to form, with the next Respondent(s) selected by the Board of Supervisors.

SUMMARY:

Approval of the Model Contract for Airport IT Systems Design Services and authorization to negotiate and execute contracts with the Respondents selected by the Board of Supervisors will enable John Wayne Airport to obtain professional information technology systems design and consulting services to support the technology needs of various maintenance, non-capital and capital improvement projects, including emergency and unanticipated projects and assignments.

BACKGROUND INFORMATION:

Airport IT Systems Design Services (Services) provide specialized information technology (IT) systems design and consultation support that will assist John Wayne Airport (JWA) staff in delivering emergency, maintenance, non-capital and capital improvement projects, as well as studies, evaluations, and assessments of varying scope and complexity. These Services support a broad range of airport technology initiatives, such as video surveillance and access control systems; building management and automation systems; energy and power monitoring systems; geographic information systems; IT and network infrastructure planning and development; common use passenger processing systems; baggage handling systems; digital signage and wayfinding; and parking management systems, among others.

In addition to technical design and consultation, the Services may include project management, coordination, evaluation, monitoring, testing, and quality assurance of IT-related work performed at JWA. These activities ensure contractor and project compliance with all applicable airport security, regulatory, and operational requirements and standards.

On July 14, 2026, JWA released a Request for Qualifications (RFQ) to establish a Qualified Vendor List (QVL) for the Services, advertising the solicitation through the County's online bidding system. A total of 12 submittals were received by the August 4, 2026, deadline. Following the evaluation, three respondents met the minimum pass point to be included in the QVL. JWA is procuring these Services in accordance with Section 3.4-101 of the 2026 Contract Policy Manual. The Orange County Preference Policy does not apply to Architect-Engineer (A-E) contracts.

Responsive proposals were evaluated by a five-member panel representing John Wayne Airport, Long Beach Airport, Ontario International Airport, and Paslay Group. The evaluation panel reviewed and scored the written Statement of Qualifications (SOQ) according to the criteria outlined in Attachment C.

Evaluation Criteria

Criteria	Points
Qualification and Related Experience/Technical Expertise	400
Key Personnel/Proposed Staffing	175
Availability to Perform Services	250
SOQ Organization/Completeness of Response	150
Compliance with the County Model Contract *NOTE: RESPONDENTS SUBMITTING EXCEPTIONS TO THE COUNTY MODEL	25

CONTRACT LISTED IN ATTACHMENT A OF THIS RFQ, SHALL RECEIVE A SCORE OF “0” FOR THIS CRITERIA.	
Total	1000

A Notice of Solicitation Results was issued on September 11, 2026. See Attachment B for the Solicitation Results. The evaluation results are as follows:

Respondent	Total Evaluators’ Score*
Burns Engineering, Inc.	2865
Faith Group, LLC	2790
Arora Engineers	2780

*Cumulative of three evaluators

JWA requests that the Board of Supervisors approve the Model Contract and authorize the Airport Director or designee to negotiate and execute the approved contracts with the Selected Respondents as referenced in the Recommended Actions above.

Approval of the contracts supports the continued execution and delivery of JWA projects and assignments in a manner that supports seamless airport operations and upholds standards for safety, efficiency, and service quality.

Through evaluation of JWA's business needs, additional reserve capacity is necessary for JWA to continue to respond to emergencies and unplanned projects/assignments associated with these Services.

The appropriate due diligence has been conducted, and JWA has verified that all Respondents are in good standing. Reference checks were satisfactory regarding similar Services. Copies of the reference checks and verification are on file.

The contracts include proposed subcontractors for the Respondents. In the event that the addition or substitution of any subcontractor impacts the scope of work and/or the contract amount, JWA will bring the matter back to the Board for approval.

An analysis was completed to verify the contracts provide the County with persons specially trained, experienced, expert and competent to perform the special services in accordance with the law.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a project since it involves approval of contracts for professional IT systems design and consultation services to support the technology needs of a broad range of airport projects, studies, and/or assignments of varying types and levels of complexity. This proposed activity is therefore not subject to CEQA. Any individual, specific work authorized pursuant to these contracts will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

Appropriations for the contracts will be included in JWA Operating Fund 280 and JWA Construction Fund 281 FY 2026-27 Budget and will be included in the budgeting process for future years. Estimated utilization is primarily for projects in Fund 281.

The proposed contracts include provisions stating the contracts are subject to, and contingent upon, applicable budgetary appropriations being approved by the Board for each fiscal year during the term of the contracts. If such appropriations are not approved, or are reduced, the contracts may be immediately modified or terminated without penalty to the County. The proposed contracts include a provision stating the contracts may be terminated upon 10 days' written notice for cause and upon not less than seven calendar days' written notice for convenience without penalty to the County.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES/DEPARTMENTS:

N/A

ATTACHMENTS:

Attachment A – Model Contract MA 280-26011105 for Airport IT Systems Design Services

Attachment B – Solicitation Results

Attachment C – Summary of Evaluators' Scoring and Scoring Criteria

CONTRACT MA-280-26011105

FOR

AIRPORT IT SYSTEMS DESIGN SERVICES

BETWEEN

COUNTY OF ORANGE, JOHN WAYNE AIRPORT

AND

TBD

JOHN WAYNE AIRPORT
ORANGE COUNTY



CONTRACT MA-280-26011105**WITH****(TBD)****FOR****AIRPORT IT SYSTEMS DESIGN SERVICES**

THIS CONTRACT, hereinafter referred to as “Contract” for purposes of identification hereby numbered MA-280-26011105, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and TBD, a TBD Corporation, hereinafter referred to as “A-E”, or “Contractor” which are sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County requires professional services to accomplish projects and/or services (“Projects/Services”) as described in MA-280-26011105 Scope of Work for Airport IT Systems Design Services, hereinafter referred to as “Attachment A,” attached hereto and incorporated herein by reference; and,

WHEREAS, A-E is a firm whose principals are, as required by law, registered by the State of California for the practice of specialized A-E services per the attached Scope of Work.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. GENERAL**1.1. Retainer**

1.1.1. County does hereby retain A-E to perform the Projects/Services as required by this Contract.

1.1.2. A-E has offered, and County has accepted, the professional services of (A-E TBD) and A-E shall assign him/her to the Projects/Services.

1.1.3. A-E may employ special consultants/contractors for the accomplishment of the Projects/Services specified; and only the firms or independent consultants/contractors identified in Attachment C may be employed by A-E to provide these Projects/Services.

1.1.4. Consultants/contractors may be substituted and/or added by mutual agreement of A-E and the Director, County of Orange, John Wayne Airport or his designee, hereinafter referred to as “Director.”

1.1.5. A-E's employment of independent consultants/contractors shall not relieve A-E from the performance of its own responsibilities pursuant to this Contract. However, all consultants/contractors independently contracting with County shall be independently liable to County for the performance of the work pursuant to their agreements, and A-E shall have no liability for work by contractors independently contracting with County.

1.2. Projects/Services**1.2.1. Description of Projects/Services**

- a. Project/Services to be performed by A-E shall consist of the work as specified herein and as required in Attachment A, attached hereto and incorporated herein by reference. If in the event Attachment A shall be in conflict with any provision of this Contract, the wording as set forth in Attachment A shall prevail.

- b. A-E shall be responsible for submitting all Projects/Services to County in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section 1.1.2 herein; and, any Projects/Services not meeting this requirement will be returned to A-E prior to review by County.

1.2.2. Design Criteria and Standards

All Projects/Services shall be performed in accordance with instructions, criteria and standards set forth by the Director.

1.2.3. Scheduling

- a) Concurrently with the work of the Contract, A-E shall prepare a progress work schedule and within five (5) working days from the date of receipt of individual assignments from County, A-E shall submit to County two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of Projects/Services assignments. A-E schedule shall include required County review period(s) set forth herein. An approved copy of the progress schedule will be returned to A-E.
- b) A-E shall allow at least five (5) working days for County review of progress work schedule. In planning work, A-E should anticipate and allow ten (10) working days for County review of each submittal required in Attachment A.
- c) A-E shall meet on an as-needed basis as determined by County or at least once every four (4) weeks with County to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.
- d) Within five (5) working days of each meeting, A-E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to County for concurrence.
- e) A-E shall complete all the work of Projects/Services and obtain all approvals by the County within the time frame indicated in Attachment A except A-E shall not be responsible for any delay beyond the control of A-E.
- f) In the event A-E fails to complete the work and obtain the approval of Director in the time allowed, County shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A-E to complete the Projects/Services pursuant to this Contract shall be extended for delay caused by County in completing its work pursuant to this Contract which delay exceeds the agreed County review and/or approval time periods.

1.3. Assistance by County Staff

- 1.3.1. County shall assign an appropriate staff member to work with A-E in connection with the work of this Contract. Said staff member's duties will consist of the giving of advice and consultations, assisting A-E in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of A-E or County's staff warrant attention, and all other duties as may be described in Attachment A.
- 1.3.2. All of the above activities, however, shall be the primary responsibility of A-E to schedule, initiate and carry through to completion.

1.4. Term and Maximum Compensation

The term of this Contract is effective for three (3) years commencing Month Day, Year through Month Day, Year upon Board of Supervisor approval or execution of all necessary signatures, whichever occurs later, with a **Total Contract Amount** not to exceed **[(\$ TBD)]**, except as permitted in Paragraph 1.5 below.

1.5. A-E Compensation and Extra Work

1.5.1. For the Projects/Services authorized under this Contract, A-E shall be compensated in accordance with the following:

1.5.2. For completion and approval of all Projects/Services where "Extra Work" (defined as changes in approved portions of the Project/Services required by and ordered in writing by Director which changes constitute a change in or departure from said approved portions of Projects/Services) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, herein after referred to as "Attachment B", attached hereto and incorporated herein by reference.

1.5.3. Where Extra Work is authorized for Projects/Services:

- a) The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by Director. If this Contract is not approved by the Board of Supervisors, any change that increases the cumulative Contract price beyond \$200,000 must be approved by the Board. Increases in the Contract amount for services within the existing scope of work may be granted by the Director where the amount does not exceed 25 percent of the existing Contract price or \$200,000, whichever is less.
- b) A-E's billing for the Extra Work shall include but not be limited to names of A-E's staff employed in the Extra Work, classification of employees and number of hours worked.

1.5.4. For partial completion of work of Projects/Services followed by default on part of A-E:

- a) For failure to complete and secure approval of the first required submittal, there shall be no compensation.
- b) For failure to complete and secure approval of other authorized phases, A-E shall, upon completion of Projects/Services by others, be entitled to receive compensation based on approved work of Projects/Services not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by County of the non-approved work; provided, however, that if the cost to County to complete the contract exceeds the amount specified herein, A-E shall be liable to County for such excess costs attributable to A-E's breach of the Contract.

2. LABOR

2.1 Non-Employment of County Personnel

2.1.1 A-E agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of County in professional classifications of the same skills required for the performance of this Contract who is involved in this Project in a participatory status during the life of this Contract regardless of the assignments said employee may be given or the days or hours employee may work.

2.1.2 Nothing in this Contract shall be deemed to make A-E, or any of A-E's employees or agents,

agents or employees of the County. A-E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A-E is in compliance with the terms of this Contract. Anything in the Contract which may appear to give County the right to direct A-E as to the details of the performance of the work or to exercise a measure of control over A-E shall mean that A-E shall follow the desires of County, only in the results of the work.

2.2 Non-Discrimination

- 2.2.1** In the performance of this contract, A-E agrees that it will comply with the requirements 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.
- 2.2.2** A-E acknowledges that a violation of this provision shall subject A-E to all the penalties imposed for a violation of the California Labor Code.
- 2.2.3** The A-E shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference in Attachment D and made a part of this Agreement.
- 2.2.4** A-E shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions.

Where any information required of A-E is in the exclusive possession of another who fails or refuses to furnish this information, A-E shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

2.3 Employee Eligibility Verification

A-E 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. A-E 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. A-E shall retain all such documentation for all covered employees for the period prescribed by the law.

2.4 Independent Contractor

- 2.4.1** As referenced in Section 2.1.2 of this Contract, A-E shall be considered an independent contractor.
- 2.4.2** Neither A-E, its employees nor anyone working under A-E shall qualify for workers' compensation or other fringe benefits of any kind through County.

2.5 Conflict of Interest Contractor Personnel

- 2.5.1** A-E shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to A-E, A-E's

officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. A-E'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 County.

- 2.5.2** A-E shall notify County, in writing, of any potential or actual conflicts of interest between A-E and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor A-E. While A-E will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

2.6 Labor Code Notice

- 2.6.1** All A-E and subcontractors must comply with the requirements of California Labor Code 1770 et seq. if the work performed is considered a "public works" under California Labor Code 1720 et seq. A-E is encouraged to contact the California Department of Industrial Relations for clarification if the A-E is unsure if some or any of the work performed under this Contract qualifies as "public works".

3. INSURANCE PROVISIONS

- 3.1** Prior to the provision of services under this Contract, A-E shall carry all required insurance at A-E's expense, including all endorsements required herein. A-E agrees to keep such insurance coverage current and provide a Certificate of Insurance and endorsements to the County during the entire term of this Contract.
- 3.2** The procuring of such required policy or policies of insurance shall not be construed to limit A-E'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. Any failure on the part of the County to monitor or enforce compliance with any of the insurance requirements shall not be construed as a waiver of any required insurance provisions herein.
- 3.3 Evidence of Insurance**
- 3.3.1** Insurance certificates and all endorsements shall be forwarded to the agency/department address listed on the solicitation. The name of the Insured Party on the Certificate of Insurance shall match the name of the A-E identified in the Contract.
- 3.3.2** If the A-E fails to provide 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.
- 3.3.3** Failure to maintain and/or provide evidence of insurance acceptable to the County for the full term of this Contract shall constitute a material breach, upon which the County may terminate this Contract.
- 3.4 Cancellation and Changes in Insurance**
- 3.4.1** A-E 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.

- 3.4.2** Insurance requirements are subject to periodic review by County. County retains the right to require additional types of insurance coverage or higher limits throughout the term of this Contract. Any change will be deemed by County Risk Manager as appropriate to adequately protect County's risk. County shall notify A-E in writing of changes in the insurance requirements. If A-E does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to A-E, and County shall be entitled to all legal remedies.

3.5 Subcontractor Insurance Requirements

- 3.5.1** All subcontractors performing work on behalf of A-E pursuant to this Contract shall be included under A-E's insurance as an Additional Insured or shall maintain insurance subject to the same requirements as A-E (unless specified below). A-E shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from A-E under this Contract. A-E shall provide the insurance requirements to every subcontractor and shall be responsible for verifying each subcontractor complies with the required insurance prior to allowing any subcontractor to begin work. Evidence of subcontractor's insurance must be maintained by A-E through the entirety of this Contract for inspection by County at any reasonable time.

3.6 Self Insured Retention (SIR)

- 3.6.1** All SIR's shall be clearly stated on the Certificate of Insurance. Any SIR above Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from A-E as evidence it can support the SIR.

3.7 Qualified Insurer

- 3.7.1** 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).

3.8 Waiver of Subrogation

- 3.8.1** 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.

3.9 Umbrella or Excess Insurance

- 3.9.1** If A-E utilizes combination of umbrella or excess policies to satisfy the required insurance, these policies must "follow form" and afford no less coverage than the primary policy.

- 3.10 Insurance Coverage and Limits:** A-E shall maintain throughout the contract the minimum limits and coverage as set forth below.

1. Commercial General Liability

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 policy shall contain a severability of interests "separation of insureds" clause and include coverage for products completed operations, personal and advertising, and contractual liability.

A. Minimum Limits \$1,000,000 per occurrence; \$2,000,000 aggregate.

B. 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 shall state **As Required by Written Contract.**

- C. 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 shall be excess and non-contributing.

2. Auto Liability

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 policy shall include coverage for owned or scheduled (if applicable), non-owned, and hired vehicles.

- A. Minimum Limits \$1,000,000 combined single limit each accident

3. Worker's Compensation and Employer's Liability

Coverage is required for all employees providing services pursuant to the Contract. Worker's Compensation coverage shall have statutory limits and meet all the requirements of the State of California Labor Code.

- A. Employer's Liability policy with minimum limits of \$1,000,000 per accident or disease
- B. 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.***
- C. If A-E has no employees, it may certify to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code by signing a County waiver. The waiver shall be reviewed and will require approval by County Risk Manager or designee.

4. Professional Liability

Coverage for all claims from any actual or alleged negligent act, error, or omission related to professional services required under this Contract. Coverage may be standalone or combined with another Liability policy. If combined, the total combined limit shall be the same or greater than if the policies were separate.

- A. Minimum Limits \$1,000,000 per claims made and \$2,000,000 aggregate

5. Network Security & Privacy Liability

Coverage may be standalone or combined with a **Cyber** Liability policy. If combined, the Certificate of Insurance must indicate "Network Security & Privacy Liability" with the required limits shown.

The policy shall include coverage to sufficiently cover all the actions of the A-E including but not limited to claims for Network Security, Privacy Liability, Media Liability, Cyber Extortion, Regulatory Proceeding, Data Breach, System Failure, Electronic Data Recovery, and Payment Card Industry Data Security Standard (PCI-DSS), and Social Engineering. Coverage shall also include breach response costs, credit monitoring and regulatory fines.

- A. Minimum Limits \$1,000,000 per occurrence or claims made; \$2,000,000 aggregate.

6. Technology Errors & Omissions

- A. Minimum Limits \$1,000,000 per claims made and aggregate

Claims Made Coverage

If any required coverage is written on a Claims Made basis, A-E shall agree to the following:

1. The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, A-E must purchase a claim extended reporting period for a minimum of three (3) years after expiration or earlier termination of the Contract services.

4. INDEMNITY/COMPLIANCE

- 4.1** A-E shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its/their agents, officers, and employees from employer sanctions and any other liability which may be assessed against A-E 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.

- 4.2** All Projects/Services submitted by A-E shall be complete and shall be carefully checked prior to submission. A-E understands that County's checking is discretionary, and A-E shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving A-E's Projects/Services, the Projects/Services will be returned to A-E for correction. Should County or others discover errors or omissions in the work submitted by A-E after County's approval thereof, County's approval of A-E's Projects/Services shall not be used as a defense by A-E.

4.3 Indemnification

- 4.3.1** A-E agrees to, indemnify, defend with counsel approved in writing by County, and hold County of Orange, and their 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 out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A-E. If judgment is entered against A-E and County by a court of competent jurisdiction because of the concurrent active negligence of A-E and County or County Indemnitees, A-E and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A-E of any insurance requirements or obligations created elsewhere in this Contract.

4.4 Bills and Liens

- 4.4.1** A-E shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. A-E shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, A-E shall promptly procure its release and, in accordance with the requirements of the indemnification paragraph above, indemnify, defend, and hold County

harmless and be responsible for payment of all costs, damages, penalties and expenses arising from or related thereto.

4.5 Compliance with Laws

- 4.5.1** A-E represents and warrants that services to be provided under this Contract shall fully comply, at A-E'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. A-E acknowledges that County is relying on A-E to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, A-E 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.
- 4.5.2** A-E shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.
- 4.5.3** A-E acknowledges that County is relying on A-E for such compliance, and pursuant to the requirements of the indemnification paragraph above, **A-E 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.**

5. TERMINATION

5.1 Termination of Contract for Cause

- 5.1.1** If A-E breaches any of the covenants or conditions of this Contract, County shall have the right to terminate this Contract upon ten (10) days written notice prior to the effective day of termination.
- 5.1.2** A-E shall have the opportunity to cure the alleged breach prior to termination.
- 5.1.3** In the event the alleged breach is not cured by A-E prior to termination, all work performed by A-E pursuant to this Contract, which work has been reduced to plans or other documents, shall be made available to County.

5.2 Termination for Convenience

- 5.2.1** Notwithstanding any other provision of the Contract, County may at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) calendar days' written notice to the A-E. Such termination shall be effected by delivery to the A-E of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.
- 5.2.2** A-E shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by County.
- 5.2.3** County shall pay the A-E for the Work completed prior to the effective date of the termination, and such payment shall be the A-E's sole remedy under this Contract.
- 5.2.4** Under no circumstances will A-E be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under

this Paragraph.

- 5.2.5** A-E shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination and shall require subcontractors to insert the same condition in any lower tier subcontracts.

5.3 Breach of Contract

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

- a. afford the A-E 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;
- b. discontinue payment to the A-E for and during the period in which the A-E is in breach; and
- c. offset those monies disallowed pursuant to the above, against any monies billed by the A-E but yet unpaid by the County.

5.4 Default

- 5.4.1** In the event any equipment or service furnished by the A-E in the performance of this Contract should fail to conform to the specifications therein within one (1) calendar year from the County's acceptance of the equipment or service, or any performance period specifically specified within the specifications or Contract, whichever is greater, the County may reject same, and it shall become the duty of the A-E to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment or service with others conforming to such specifications, provided that should the A-E fail, neglect or refuse to do so within one hundred and twenty (120) calendar days, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment or service and to deduct from any monies due or that may thereafter become due to the A-E the difference between the price specified in this Contract and the actual cost to the County.
- 5.4.2** In the event the A-E shall fail to make prompt delivery as specified of any equipment 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.
- 5.4.3** In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the A-E, any loss or damage sustained by the County in procuring any equipment or service which the A-E agreed to supply under this Contract shall be borne and paid for by the A-E.
- 5.4.4** Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the Projects/Services as agreed to herein, or otherwise substantially violating any provision of this Contract.
- 5.4.5** Upon termination of this Contract with A-E, the County may begin negotiations with a third-party A-E to provide goods and/or Project/Services as specified in this Contract.
- 5.4.6** The right of either Party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

6. MISCELLANEOUS

6.1 Laws to be Observed

A-E is assumed to be familiar with and, at all times, shall observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the Projects/Services.

6.2 Award of Construction Contract and Other Future Contracts

A-E is hereby informed that provisions of the Public Contract Code, the Political Reform Act of 1974, other statutes, regulations, and County policy prohibit, as an impermissible conflict of interest, the award of a contract for the construction of the project(s) on which A-E performed architectural-engineering services under this A-E Contract. A-E is hereby informed that these statutes and regulations could also prohibit the award to A-E of design or other contracts on future phases related to tasks performed by A-E under this Contract. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this Contract.

6.3 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.

6.4 Successors and Assigns

The terms and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

6.5 Entirety

This Contract contains the entire agreement between the parties with respect to the matters provided for herein.

6.6 Severability

If any part of this Contract is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Contract shall be given effect to the fullest extent reasonably possible.

6.7 Binding Obligation

The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity enforceable in accordance with its terms.

6.8 Governing Law and Venue

6.8.1 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.

6.8.2 The Parties specifically agree that by soliciting and entering into and performing Projects/Services under this Contract, the A-E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all Projects/Services under this Contract is completed and continuing until the expiration of any applicable limitations period.

6.9 Intentionally Omitted

6.10 Ownership of Documents

6.10.1 All data, including but not limited to letters, reports, files, plans, drawings, specifications, Consultant SOQs, sketches, diagrams and calculations, prepared by A-E and/or anyone acting under the supervision of A-E pursuant to this Contract, shall become the property of County upon preparation by A-E and may be used by the County as it may require without additional cost to the County.

6.10.2 County shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. A-E shall be held harmless for release of such data as may be prepared or created under this Contract to any third Party. If A-E and/or anyone acting under the supervision of A-E should later desire to use any of the data prepared in connection with this Contract, A-E shall first obtain the written approval of County.

6.11 Confidentiality

6.11.1 All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A-E in connection with the performance of this Contract shall be held confidential by A-E and/or anyone acting under the supervision of A-E and shall not, without the prior written consent of County, be used for any purposes other than the performance of the Projects/Services described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the Projects/Services.

6.11.2 Nothing furnished to A-E which is generally known among counties in Southern California shall be deemed confidential.

6.11.3 A-E and/or anyone acting under the supervision of A-E shall not use County name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of County.

6.12 Publication

6.12.1 No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by A-E and/or anyone acting under the supervision of A-E to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

6.12.2 The A-E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. A-E must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. A-E's are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

6.13 Records and Audit/Inspections

- 6.13.1** A-E shall keep an accurate record of time expended by A-E and/or consultants employed by A-E in the performance of this Contract.
- 6.13.2** Within ten (10) days of County's written request, A-E shall allow County or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, timecards or other records relating to this Contract.
- 6.13.3** A-E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the Contract or until resolution of any claim or dispute between the Parties, whichever is later.
- 6.13.4** Should A-E cease to exist as a legal entity, records pertaining to this Contract shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to County.

6.14 Notices

- 6.14.1** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the Projects/Services.
- 6.14.2** 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 U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.
- 6.14.3** 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.

For A-E: Company
 Attn: TBD, Name, Project Manager
 Company Address
 Company City, ST, Zip
 Phone: (###) ###-####
 E-mail: name@domain

For County: JWA/Planning and Development
 Attn: TBD, Project Manager/Engineer
 Address
 City, ST, Zip
 Phone: (###) ###-####
 E-mail: email@ocair.com

cc: JWA/Procurement
 Attn: Choy Pham, County DPA
 3160 Airway Avenue
 Costa Mesa, CA 92626
 Phone: (949) 252-5128
 E-mail: email@ocair.com

6.15 Attorney's Fees

In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

6.16 Interpretation

6.16.1 Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract.

6.16.2 In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite having the opportunity to do so.

6.16.3 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.

6.16.4 Accordingly, any rule of 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.

6.16.5 The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

6.17 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.

6.18 Acceptance

Unless otherwise agreed to in writing by County acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of County.

6.19 Changes

A-E shall make no changes in the work or perform any additional work without the County's specific written approval.

6.20 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 or sub-contracted by A-E, by any means whatsoever including but not limited to acquisition by merger, without the express written consent of County. Any attempt by A-E to assign or sub-contract 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.

6.21 Changes in Ownership

A-E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A-E's business prior to completion of this Contract, the new owners shall be

required under terms of sale or other transfer to assume A-E's duties and obligations contained in this Contract and to obtain the written approval of County of such merger or acquisition, and complete the obligations and duties contained in the Contract to the satisfaction of County. A-E agrees to pay, or credit toward future work, County's costs associated with processing the merger or acquisition.

6.22 Force Majeure

A-E shall not be assessed with 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 A-E gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and A-E avails himself of any available remedies.

6.23 Calendar Days

Any reference to the word "day" or "days" herein means calendar day or calendar days, respectively, unless otherwise expressly provided.

6.24 Title to Data

6.24.1 All materials, documents, data or information obtained from the County data files or any County medium furnished to the A-E 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 A-E after completion or termination of this Contract without the express written consent of the County.

6.24.2 All materials, documents, data or information, including copies furnished by County and loaned to A-E for his temporary use, must be returned to the County at the end of this Contract unless otherwise specified by the Director.

6.25 Availability of Funds

The obligation of County is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the County to expend or as involving the County in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

6.26 Contingency of Funding

A-E acknowledges that funding or portions of funding for this Contract may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or other funding sources to County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Contract without penalty.

6.27 Contract Construction

The Parties acknowledge that each Party and its counsel have reviewed this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Contract or any amendment or exhibits hereto.

6.28 Conflicts of Interest

6.28.1 A-E or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be

materially affected by services provided under this Contract, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700).

- 6.28.2** If subject to the Act, A-E shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of this Contract by County. Pursuant to Section 4.3 "Indemnification", A-E shall indemnify and hold harmless County for any and all claims for damages resulting from Contractor's violation of this Section.

6.29 Usage

No guarantee is given by the County to A-E regarding usage of this Contract. The A-E agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

6.30 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.

6.31 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.

6.32 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.

6.33 Payroll Records

- 6.33.1** 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.

- 6.33.2** The requirements of Labor Code Section 1776 provide, in summary:

Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

- 6.33.3** Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- 6.33.4** 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.
- 6.33.5** Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- 6.33.6** Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 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 a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- 6.33.7** 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 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.dir.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.

6.34 Work Hour Penalty

Eight hours of labor constitute a legal day's work, and forty hours 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 during which such worker is required or permitted to work more than the legal day's or week's 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.

6.35 Apprentices

- 6.35.1** 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 or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

- 6.35.2** 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.
- 6.35.3** 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.

6.36 Safety

A-E 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) and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. A-E 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). A-E 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.

6.37 Levine Act Requirement

A-E agrees to comply with Government Code Section 84308. A-E further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by A-E, A-E's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

6.38 Subcontracting

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any

agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

6.39 Cooperative Agreement

The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of 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. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

6.40 Anti-Idling Policy

Within six months of Contract execution, Contractor must develop, implement, and submit to the Airport Director 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.

6.41 Airport Security

Contractor, Contractor's employees and Contractor's subcontractors complete the following in order to obtain an Airport-Issued Security Identification (ID Badge).

6.41.1 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:

- a. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
- b. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
- c. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
- d. Background check fees are provided at the first appointment.

- e. Employees must provide two government-issued IDs at the first appointment.
- f. STA and/or CHRC results are received.
- g. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
- h. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
- i. Upon successful completion of the required training, employees will receive their ID Badge.
- j. 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.

6.41.2 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 organization's 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 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.

6.41.3 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.

6.41.4 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 Airport Security Coordinator (ASC) may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance 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 radios, and in constant radio communication with the FAA Tower Control.

6.41.5 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.

- a. 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.
- b. 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.
- c. JWA security badge is nontransferable.
- d. 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.
- e. 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.

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

7. 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) This County of Orange Information Technology Security Provisions document provides a high-level guide for contractors to understand the resiliency and cybersecurity expectations of the County. The County of Orange Security Guidelines follow 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 Provisions ("Security Provisions") that pertain to Contractor(s) in connection with the Services performed by Contractor(s) as set forth in the scope of work of this Contract. Any violations of the Security Provisions shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Provisions include, but are not limited to, County of Orange Information Technology Security Guidelines (as referenced in Attachment E).

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) 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, email systems, auditing, and monitoring 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.
 - i. **Contractor System(s) and Security:** 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.
 - ii. **Contractor and the use of Email:** Contractor, including Contractor's employees and subcontractors, that are provided a County email address must only use the County email system for correspondence of County business. Contractor, including Contractor's employees and subcontractors, must not access or use personal, non-County Internet (external) email systems from County networks and/or County computing devices. If at any time Contractor's performance

under this Contract requires such access or use, Contractor must submit a written request to County with justification for access or use of personal, non-County Internet (external) email systems from County networks and/or computing devices and obtain County's express prior written approval.

Contractors who are not provided with a County email address, but need to transmit County data will be required to maintain and transmit County data in accordance with this Agreement.

- 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, MBA, CISSP
Chief Information Security Officer
721 S. Parker St.
Suite 200
Orange, CA 92868
Phone: (714) 567-7611
Andrew.Alipanah@ocit.ocgov.com

Linda Le, CHPC, CHC, CHP
County Privacy Officer
721 S. Parker St.
Suite 200
Orange, CA 92868
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 a 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

COMPANY,
a TBD Corporation,

Date: _____

By: _____
Signature

Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: _____

By: _____
Signature

Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

COUNTY OF ORANGE, a political subdivision of the State
of California; and,
a body corporate and politic

Date: _____

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____

Deputy

Name: _____

Date: _____

ATTACHMENT A SCOPE OF WORK

I. INTRODUCTION

John Wayne Airport (“JWA” or “Airport”) on behalf of the County of Orange (“County”) requires supplemental professional services to meet workload demands and project scheduling commitments in relation to Airport IT Systems Design Services (“Services”) for various projects and assignments. To supplement existing resources, County intends to issue “Airport IT Systems Design Services” for use by JWA on an "as-needed" basis.

The consultant and their subconsultant(s) (“Contractor” or “A-E”) must be able to respond to a variety of unplanned/emergency conditions occurring on the airfield and throughout airport facilities that could disrupt air carriers, general aviation, and/or essential facilities at JWA. The A-E providing the Services or working under the task order agreement shall be available on short notice (less than two hours) to respond to unplanned/emergency conditions on the airfield and/or at essential facilities at JWA. Conditions that could impact and/or interrupt air carrier operations or essential facilities are a major concern of the Federal Aviation Administration (FAA) and JWA.

As a supplement to the Disadvantaged Business Enterprise program, John Wayne Airport is seeking a 25% Small Business Enterprise (SBE) participation goal for the overall contract. The participation is on the total contract basis, and participation is to be demonstrated/reflected on each task order. If participation is not achieved within each task order, then Good Faith Effort (GFE) documentation should be submitted with each task order proposal.

This contract may be funded by various grants from the Federal Aviation Administration throughout the term of the contract. Therefore, the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §§200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Program and 49 CFR Part 26 and/or Part 23, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, apply to this contract, including Build America, Buy America (BABA) as applicable. The provisions stated within **Attachment D** are mandatory of the Federal Aviation Administration, and it is the responsibility of the A-E to comply.

The project list below reflects the set of projects anticipated to be completed utilizing this contract and by no means should be considered comprehensive nor guaranteed.

Project*	Project Description	Anticipated Fiscal Year (FY) Project Start**	Anticipated Total Project Cost**
Aircraft Rescue and Fire Fighting Stormwater and Material Storage Improvements	The project consists of improvements to the facility to accommodate the storage of fluorine free foam (F3) firefighting foam as well as implement water quality system improvements.	FY 2025-26	\$1,751,000
Airfield Asphalt Pavement Improvements	The project consists of asphalt pavement improvements (i.e. replace and/or rehabilitate) at select areas within the airfield (e.g. area adjacent to the isolation circle, vehicle service road, and west segment of Taxiway L).	FY 2025-26	\$3,355,000
Airfield Pavement Marking Improvements	The project consists of providing shoulder painting enhancements at the taxiway/runway intersections to improve visibility for aircraft operations.	FY 2025-26	\$3,050,000

Airfield Runway 2L/20R Rehabilitation	The project consists of the rehabilitation of Runway 2L-20R along with portions of the connector taxiways, including associated shoulders, blast pads, and safety area at the south end.	FY 2025-26	\$27,103,930
Airport Access Control System Improvements	The project consists of terminal and airfield access control system improvements, which includes the upgrading and/or replacement of existing system equipment, including cabling infrastructure and card readers.	FY 2026-27	\$4,571,000
Airport Power Generation and Distribution Upgrades - Phase 1: Terminal Electrical Distribution Upgrades	The project consists of re-feeding of the 12 kV distribution and the replacement of the medium voltage switchgear, five (5) substations (including automatic transfer switches) and other aging miscellaneous equipment.	FY 2025-26	\$55,421,000
Airport Power Generation and Distribution Upgrades - Phase 2: Central Utility Plant Improvements	The project consists of co-generation plant system improvements, including SCADA, blackstart, battery storage, load shedding capabilities, and water treatment system upgrades.	FY 2025-26	\$73,693,300
Airport Power Generation and Distribution Upgrades - Phase 3: Terminal Electrical Infrastructure Upgrades	The project consists of the replacement of aging electrical equipment in the terminal complex and at other airport facilities.	FY 2025-26	\$14,156,120
Commercial Ramp Ground Service Equipment Electric Vehicle Upgrades - Phase 2	The project consists of electrical infrastructure improvements along or adjacent to the terminal apron across Terminals A, B, and C at Gates 1-2, 5-8, 11-22, North RON, and the South RON.	FY 2025-26	\$6,236,560
Commercial Ramp Stormwater Treatment Improvements	The project consists of the implementation of stormwater improvements for capture, storage, treatment, and discharge at the commercial ramp apron.	FY 2025-26	\$18,470,000
Common Use Passenger Processing System Upgrades (CUPPS)	The project consists of the replacement of the existing CUPPS equipment and its associated infrastructure in all terminals, which includes computer systems, screens, kiosks, and servers.	FY 2025-26	\$10,000,000
Concessions Infrastructure - Phase 2	The project consists of supporting the improvements to the existing utilities and development of new utility infrastructure to accommodate the planned concessions in all terminals.	FY 2025-26	\$1,183,000
Explosive Detection Team Facility Improvements	The project consists of improvements to the existing Orange County Sheriff's Department's Explosive Detection Team facility.	FY 2025-26	\$670,000

Facilities Security Improvements (CCTV)	The project consists of terminal and airfield security improvements, which includes the replacement of security cameras and installation of lighting and motion detectors (i.e. PIDS).	FY 2025-26	\$30,263,810
Facility Accessibility Improvements - Phase 1	The project consists of accessibility improvements in and around the terminal complex, including the restrooms and ingress and egress path of travel elements.	FY 2025-26	\$270,000
Facility Accessibility Improvements - Phase 2	The project consists of accessibility improvements not included in Phases 1 and 3, which includes improvements to signage and accessibility elements.	FY 2025-26	\$2,013,000
Facility Accessibility Improvements - Phase 3	The project consists of accessibility improvements at the TSA screening and checkpoint locations at each terminal.	FY 2030-31	\$43,374,000
Fire Station 33 Vehicle Bay Improvements	The project consists of the replacement of seven (7) vehicle bay doors and modifications to the compressed air and electrical drops at three (3) vehicle bays at Fire Station 33.	FY 2025-26	\$190,000
Main Street Parking Lot Improvement and EV Charging Implementation	The project consists of the installation of EV charging stations for airport shuttle buses and the modification of vehicular pathways and aisles, including the ingress and egress points at Main Street Parking Lot.	FY 2025-26	\$3,043,000
Main Street Parking Lot Improvement - Phase 2	The project consists of the replacement of the existing restroom and storage facilities located at the Main Street Parking Lot.	FY 2025-26	\$1,070,000
Parking Access Revenue Control Systems (PARCS) Replacement	The project consists of the replacement and upgrade of the existing PARCS.	FY 2025-26	\$8,492,740
Parking Structure Assessment and Repair/Remediation - Phase 2	The project consists of performing concrete and masonry repairs in Parking Structures A1, A2, B2, and C and at the GTC.	FY 2025-26	\$592,000
Parking Structure Assessment and Repair/Remediation - Phase 3	The project consists of performing minor concrete repairs and applying a waterproofing membrane at the parking structures (Parking Structures A1, A2, B2, and C) and Ground Transportation Center (GTC)	FY 2030-31	\$7,688,000
Perimeter Fence Security Enhancement - Phase 3	The project consists of implementing vehicular intrusion prevention elements to the fence along the eastern and northern perimeter of the airfield including improvements to the access gates and guard shack.	FY 2025-26	\$10,996,690
South Fuel Farm and Maintenance Yard Stormwater Management Improvements	The project consists of improving stormwater management at the South Fuel Farm and Maintenance Yard.	FY 2025-26	\$8,767,000

Taxiway B Widening - Service Road Realignment	The project consists of the relocation and realignment of the existing vehicle service road that runs parallel and adjacent to Taxiway B to maintain the required FAA safety clearances.	FY 2025-26	\$1,441,000
Taxiway B Widening - West Infield Restricted Access Road Relocation	The project consists of the relocation of the existing west infield restricted access road to a location that is outside of the runway safety area of Runway 2L-20R.	FY 2025-26	\$7,664,000
Taxiways A, D, and E Reconstruction	The project consists of the reconstruction and realignment of Taxiways A, D, and E, including the relocation of the compass rose and the vehicle service road adjacent to Taxiway A.	FY 2025-26	\$87,460,000
Terminal Apron Improvements - Apron Panel Rehabilitation	The project consists of the rehabilitation of the deteriorated existing Portland Cement Concrete panels along the commercial apron, including replacement and/or restoration of the jet-fuel resistant sealants.	FY 2026-27	\$36,380,000
Terminal Apron Improvements - Biffy Dump Redesign	The project consists of the renovation and/or replacement of the aging biffy dump system.	FY 2026-27	\$2,042,470
Terminal Flooring and Carpet Replacement	The project consists of the replacement of the floor carpet and select stone floor tiles within Terminals A and B.	FY 2027-28	\$6,909,000
Terminal Grease Interceptor Replacement and Improvement	The project consists of the replacement and/or relocation of the existing six (6) grease interceptors within the terminal complex.	FY 2025-26	\$4,580,400
Terminal Roof and Covered Walkway Replacement	The project consists of the replacement of the existing built-up terminal roofing, including the standing seam roof, across all three (3) Terminals and the replacement of the terminal covered walkways at Terminals A and B.	FY 2030-31	\$20,107,500
Terminals A and B Covered Walkway Repair/Rehabilitation	The project consists of the repair/rehabilitation of the terminal covered walkways at Terminals A and B.	FY 2025-26	\$4,109,000
Terminals A and B Baggage Handling System Improvements - Phase 1	The project consists of improvements to the existing BHS that will enhance maintenance access, safety, and security.	FY 2025-26	\$240,000
Terminals A and B Baggage Handling System Improvements - Phase 3	The project consists of the replacement of the existing inbound and outbound BHS at Terminals A and B including features/elements of the BHS in Terminal C.	FY 2025-26	\$111,298,220
Vertical Conveyance Systems Improvements - Phase 1: Terminal Escalators 1-6	The project consists of the replacement of Escalators 1 through 6 in Terminals A and B.	FY 2025-26	\$270,000

Vertical Conveyance Systems Improvements - Phase 2: Terminal Elevators 3-9	The project consists of the replacement of Elevators 3 through 9 in Terminals A, B, and C.	FY 2025-26	\$18,313,940
Vertical Conveyance Systems Improvements - Phase 3: Parking Structure Elevators 13-21	The project consists of the replacement of Elevators 13 through 21 in Parking Structures A1, A2, and B2.	FY 2026-27	\$23,225,220
Vertical Conveyance Systems Improvements - Phase 4: Term C Escalators 7-9 and Elevators 10-12, 22-28	The project consists of the replacement of Escalators 7 through 9 and Elevators 10 through 12 and Elevators 22 through 28 in Terminal C.	FY 2028-29	\$28,165,120
*List is not all inclusive and may change.			
**Project Schedule and Cost Estimate is not finalized and may change.			

II. DESCRIPTION OF SERVICES

The A-E will be contacted by the County Project Manager on an “as-needed” basis as projects arise that require airport IT systems design services. Requirements will be discussed by both Parties and the A-E shall prepare a written Scope Statement that will include the specific work to be performed, including the costs and time required to complete the project/task. The County Project Manager will then review the A-E’s Scope Statement, proceed with negotiation of task costs and when satisfied, issue a Contract Task Order (CTO) against this Contract.

The A-E will be working with the County/JWA to provide IT systems design services for a variety of airport projects and/or assignments, including assessments, evaluations, and investigations in conformance to and compliance with all federal, state, local, and airport policies, standards, regulations/codes, and requirements such as the County of Orange technology and cybersecurity standards.

The A-E shall provide the necessary experienced and knowledgeable personnel and/or staff with the appropriate equipment and tools, etc. to perform these Services. Certifications that demonstrate the individual(s) skills and knowledge may be required for the Scope Statement of each CTO. Examples of these certifications may include the following, but not limited to: CISSP (ICS2), CISM (ISACA), CCIE (Cisco), PMP (PMI), RCDD (BICSI), etc.

The selected A-E shall at a minimum provide IT systems design services to lead and/or support airport facility and/or infrastructure enhancement/improvement, renovation/rehabilitation, new construction, and maintenance projects of varying types and degrees of complexity. Services shall be performed on an “as-needed” basis and may include, but are not limited to:

1. Researching and obtaining data/information by reviewing record drawings and/or documents, visiting the project site/location and by conferences with the User/Client and airport staff, or by other actions as necessary to understand the design requirements/constraints.
2. Reviewing and understanding IT network system diagrams, drawings, exhibits, and other pertinent data/information.
3. Performing project planning, design, and phasing (including implementation logistics

coordination) and/or code/standards compliance reviews in order to provide recommendations to the airport.

4. Planning, programming, designing, specifying, integrating, securing, testing, commissioning, and/or supporting IT systems at the airport in compliance with County and airport standards/requirements within the established schedules and budgets for the project and/or assignment.
5. Evaluating and identifying project risk and establishing a coordinated and comprehensive contingency plan with the design team (i.e. operational and/or implementation) and presenting it to JWA.
6. Coordinating, collaborating, and/or managing consultants and/or contractors (including vendors/suppliers) to meet the project requirements and schedules.
7. Providing consultation and advice to JWA to clarify the intent of the design and specifications and on questions that may arise during the planning and/or design of the project.
8. Coordinating and collaborating with County/JWA and/or various agencies/stakeholders, including vendors/suppliers, to design and deliver a comprehensive, resilient/robust, secure, integrated, and high-performing airport IT system that meets or exceeds the business needs of the airport.
9. Providing construction administration services, testing, acceptance, training, and commissioning related to the project.
10. Providing close out services, as-built plans and record documents, material/product lists, project acceptance, etc.
11. Coordinating, contributing, and/or supporting the Operational Readiness and Airport Transfer (ORAT) process as well as the Coordination and Logistics Management (CALM) program for a variety of projects at JWA.
12. Developing and/or administering the quality assurance program for projects at JWA.

In general, the A-E shall provide IT systems design services and other related professional services for various airport related projects and/or assignments. The following are examples of the airport related tasks and/or requirements associated with these services:

A. IT System Design and Implementation Services/Requirements

1. Enterprise Design:
 - a. Unified approach incorporating enterprise solutions, business strategy, audit and compliance, system architecture.
2. Datacenter Design:
 - a. Data center infrastructure development including cooling, electrical, physical and logical access, optimization of rack layout/configuration, and advanced network routing.
3. Cybersecurity:
 - a. Integrating complex IT systems with incorporation of the latest security standards, systems and authentication protocols, as well as best practice security products.
4. Database Development/Management:
 - a. Design management and development of advanced data systems and database methodology with intuitive/creative design and modeling, network management, distributed databases and processing, application architecture, and performance management.
5. Network Architecture Development/Implementation:
 - a. Integrated design of resilient, high-performance data communication networks, including local area networks (LANs), wide area networks (WANs), and intranets with management of routing and switching, firewalls, Intrusion Detection Systems

(IDS) and Intrusion Prevention Systems (IPS), and capacity and performance planning/monitoring.

6. Geographic Information System (GIS):
 - a. Design and implementation of geospatial solutions, manage enterprise GIS environments. Possess expertise in GIS concepts, data and application development.
7. Application Development:
 - a. Program/design management and development of various desktop and mobile applications, full stack websites, and server/client applications with varying and/or specific languages/interface depending on the airport's needs.
8. Operational Technology:
 - a. Design and implementation of various operational technology and industrial control systems, facility access control, video surveillance, building automation and building management, environmental and lighting controls, including the airport's baggage handling systems, which are mission-critical and rely on timely and accurate data exchanges with airlines, passenger processing systems, sortation systems, etc.

B. Potential Airport Systems

Below are typical systems that may need to be addressed on the airport's network:

1. Common Use Passenger Processing Systems (CUPPS):
 - a. CUPPS (check-in kiosks, gate systems, baggage drop, and peripherals) with existing airport and airline infrastructure.
2. Common Use Self Service (CUSS):
 - a. Check-in kiosks for passenger processing and bag tag printing.
3. Common Use Self Service Bag Drop (SSBD):
 - a. Bag drop units for printing bag tags and bag system induction.
4. Baggage Source Message Broker (BSM):
 - a. Message Broker for facilitating exchange of BSM and Baggage Processed Message (BPM) as well as related International Air Transport Association (IATA) baggage messages between airlines and the airport's BHS.
5. Baggage Reconciliation System (BRS):
 - a. Verifies a positive match between all luggage with passengers.
6. Baggage Handling Systems (BHS):
 - a. Baggage handling equipment for tracking, sorting, and reconciliation while ensuring real-time data exchange among airlines, security, and operations.
7. Flight Information Display Systems (FIDS):
 - a. Centralized, real-time common-use FIDS solutions throughout passenger areas and back-of-house areas as may be needed. Integration with airline and airport databases may be necessary.
8. Airport Operational Database (AODB):
 - a. Serves as a centralized database for a wide variety of information types and sources and serves as a single source of truth for operational systems.
9. Resource Management System (RMS):
 - a. Manages and allocates a wide range of airport assets for efficient and optimal utilization in a timely manner.
10. Asset Management System:
 - a. Used to track, monitor and manage assets throughout their entire lifecycle.
11. Public Address (Paging) Systems:
 - a. Airport-wide audio systems for routine operational announcements.
12. Multimedia/Advertising Systems:
 - a. Deploy digital signage and proprietary advertising or multimedia platforms to enhance passenger engagement and ensure connectivity for advertisers.

13. Digital Wayfinding:
 - a. Digital wayfinding signage solutions to enhance efficient passenger navigation flexibility for use throughout the terminal.
14. Voice Communication Systems (VoIP):
 - a. VoIP solutions for internal and external communications and ensure interoperability with existing communication networks.
15. Passenger Flow Management Systems:
 - a. Queue management, crowd analytics, and passenger tracking solutions that operate efficiently and reduce wait times.
16. Commercial and Retail Point of Sale (POS) Systems:
 - a. Proprietary IT solutions for concessionaires, including POS and payment processing.
17. Wi-Fi and Communication Systems:
 - a. Robust wireless (IEEE 802.11) connectivity for passengers, employees, airport operations, and airline operations, while implementing secure access controls and bandwidth management. Includes operational connectivity and public Wi-Fi connectivity.
18. Local Area Network (LAN):
 - a. TCP/IP based solution that accomplishes ethernet connectivity through a highly available, fault-tolerant, and resilient collection of switches, routers, and firewalls.
19. Parking Management Systems and Ground Transportation:
 - a. Automated parking solutions with payment, reservations, space monitoring, dispatching and tracking for ground transportation services.
20. Airline Proprietary Systems:
 - a. Ensure compatibility and secure interfaces with airline-specific software. Maintain performance and security standards for each airline's unique requirements.
21. Emergency Notification and Management Systems:
 - a. Airport-wide alert platforms for emergency response and coordination, and/or Distributed Antenna System (DAS) as may be appropriate.
22. Building Management Systems (BMS)
 - a. Building Automation Systems (BAS):
 - Heating, Ventilation, and Air Conditioning (HVAC) systems, environmental controls, and facility automation.
 - b. Energy and Power Monitoring Systems:
 - Monitor usage in real-time, ensuring efficiency and sustainability.
 - c. Lighting Control Systems:
 - Automated lighting solutions for energy savings and occupant comfort.
23. Security Systems (Access Control, Closed-Circuit Television (CCTV), Duress Alarm):
 - a. Access control, video surveillance, and duress alarm systems that are used throughout the airport. Ensure compliance with Transportation Security Administration (TSA), FAA, and local security requirements.
24. Local Area Network and Security Infrastructure (LAN):
 - a. Design and implement a secure TCP/IP-based architecture featuring switches, routers, firewalls, intrusion detection, and rigorous access controls. Adhere to County of Orange cybersecurity guidelines/standards ensuring robust protection.
25. Cybersecurity Program Management:
 - a. System to support JWA's cybersecurity program domains including vulnerability management, access management, change and control management, and compliance.
26. Identity Management:
 - a. System that provides a clearinghouse for employee onboarding and offboarding, security clearances and background checks, facility access, and management of vital records.

27. Safety Management System (SMS):
 - a. System to identify, document, mitigate, and report all hazards and safety concerns throughout the airport campus.
28. Ramp Support Services:
 - a. Passenger Boarding Bridges (PBB) and related aircraft docking, ground power, preconditioned air, potable water, vehicle charging stations, and related monitoring systems.
- C. Coordination and Compliance
 1. Coordinate with JWA IT and other required airport stakeholders to establish and document requirements for network guidelines, standards, and data exchange methodologies for comprehensive systems integration.
 2. Provide coordination, consulting, recommendations, and architecture design, as applicable, for integrations of existing systems and proposed systems.
 3. Provide best and common industry practices for the implementation and integration of IT systems in an airport environment.
 4. Conduct regular project meetings with JWA and County IT teams and other required airport stakeholders.
 5. Provide progress reports, project timelines, risk assessments, cost schedules, and project documentation.
 6. Provide conceptual design for systems, including single line diagrams, implementation plans, and protocol compatibility for systems integration.
 7. Provide detailed network and IT design for systems integration that may be used as technical documents for procurements.
 8. Act as a network technical advisor or peer reviewer providing reviews and feedback for systems proposed with the various non-capital, capital, and/or tenant improvement projects.
 9. Act as a technical industry advisor or subject matter expert providing examples of emerging technologies or innovative solutions adopted within an airport environment.
- D. Testing, Commissioning, and Training
 1. Coordinate with Original Equipment Manufacturer (OEM) vendors, contractors, JWA IT, and other required airport stakeholders to develop plans and perform system testing and commissioning in accordance with defined metrics as may be required for systems coming online.
 2. Develop and deliver training and operational documentation to airport and County IT personnel.

The A-E shall strictly adhere to the *Scope Statement* set forth in the Contract Task Order. Any modifications to the *Scope Statement* shall require the County's prior written authorization.

III. CONTRACT TASK ORDER

The A-E shall be assigned work via a task order by County which shall subsequently be referred to as the "Contract Task Order" (CTO). A CTO for each project shall be developed by the A-E in conjunction with the County Project Manager. The County Project Manager shall manage all the A-E's work including monitoring the CTO work schedule, quality of deliverables, review of invoiced amounts, adherence to set budget, and internal review of submittal packages. The A-E shall follow all requirements as outlined in the CTO; this general Scope of Work, the project specific Scope Statement, and the current edition of the Architect-Engineer Guide as well as other related airport design/construction guides and/or manuals.

The CTO shall include a detailed Scope Statement, describing tasks to be performed with a specific list of deliverables for each task, schedule of work, and cost to complete the work. The schedule of work shall allow enough time for meetings with the County Management staff to review the work progress, provide technical

and policy direction, resolve problems and ensure adherence to the work completion schedule. The CTO shall include a cover sheet provided by the County Project Manager with the appropriate signature blocks and contract information. Once both Parties agree, and all Parties have signed the CTO, the County Project Manager shall provide the A-E with a Notice to Proceed (NTP) to begin work. The A-E shall submit all plans, reports and other documents produced under the CTO to the assigned County Project Manager within the timeframe indicated in the CTO or as directed by the County Project Manager.

IV. CALM PROCEDURES

John Wayne Airport has implemented the CALM program (Coordination and Logistics Management). CALM is a comprehensive logistics management approach to manage and communicate construction impacts through time and space management and provide program-wide tracking and coordination. The CALM team utilizes a Program Master Schedule and GIS database to capture project dates and locations for all projects including CIP (Airside, Landside and Terminals), Tenant, Commercial and Revenue Management, Maintenance, Information Technology, and Operations. As part of this program, contractors are required to submit a project schedule, project phasing plan and site logistics plan (proposed laydown and/or stockpiling areas, contractor parking, haul routes, batch plants and other miscellaneous logistical items). All contractors will participate in the CALM Shutdown Coordination Center through Utility Shutdown Requests (USRs) and Location Shutdown Requests (LSRs). A Utility Shutdown (USR) is defined as any disruption or disconnection of a utility (including abandonment) of any system, subsystem, or branch for any length of time. A Location Shutdown (LSR) is defined as the closure of an area preventing normal activity for a set period of time. All project logistical information including, but not limited to proposed laydown locations, contractor parking location and proposed labor and vehicle counts, etc. should be provided to the CALM team during the design phase through a submittal registrar in order to pre-plan construction-related impacts and communicate future construction activities to all airport stakeholders. The A-E will be responsible to develop, provide, and/or execute the necessary information and/or support to ensure that the CALM program procedures and requirements are followed.

V. SCHEDULE REQUIREMENTS

The A-E shall review, develop, and submit a detailed project schedule in Primavera P6 format or other accepted airport project management software (e.g. Microsoft Project (MS Project)) within ten (10) business days of the CTO Notice to Proceed. The schedule shall include all key milestones, deliverables, and critical path activities.

The A-E shall provide monthly updates to the schedule, reflecting actual progress, revised forecasts, and any changes to scope or sequencing. These updated schedules must be submitted no later than the 5th business day of each month for the duration of the contract.

Timely submission of accurate schedule updates is a condition for payment and continued performance.

Furthermore, the more stringent and restrictive requirements and deliverables stated either within the contract and/or task order with regards to scheduling must be followed.

**ATTACHMENT B:
COST/COMPENSATION**

- I. COMPENSATION:** This is a **time and materials** Contract between County and A-E for Airport IT Systems Design Services as set forth in Attachment A, "Scope of Work."

A-E agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. 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 A-E of all its duties and obligations hereunder. A-E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the amount specified in Article 1.4 of the Contract unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the Contract Terms and Conditions.** No specified amount of work is guaranteed to A-E.

Total Contract Amount for Three (3) Years Not to Exceed: \$TBD

- II. PRICING:** Payment shall be made in accordance with the provisions of this Contract. Partial progress payments may be allowed at the discretion of the County Project Manager. Payment shall be as follows:

A. Classification Rates:

COMPANY	
<u>Classification Titles</u>	<u>Hourly Rate</u>

Subcontractor/Subconsultant (enter project function)	
<u>Classification Titles</u>	<u>Hourly Rate</u>

Note: County will not pay A-E more than the listed amount for Subcontractor/Subconsultant work, regardless of any agreement between the A-E and their Subcontractor/Subconsultant. Subcontractor/Subconsultant rates are listed for convenience only.

Note: Construction-related work performed under A-E service contracts may meet the definition of "public work" under Labor Code § 1720 et seq. "Construction" includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. See, Labor Code § 1720. Contracts for A-E services shall mandate that prevailing wages be paid where mandated by law.

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to County.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A-E 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. A-E agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. A-E'S EXPENSE:** A-E will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items and/or services necessary for completion of the work and must be authorized in advance by the County Project Manager. A-E may be entitled to reimbursement for the following, upon prior approval by County:
- 1) The actual costs of special equipment to be rented, leased or purchased by A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the County Project Manager.
 - 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the County Project Manager.
 - 3) Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by A-E in performance of this Contract.
 - 4) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
 - a. Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and County location, as well as mileage within County property will not be reimbursed.
 - 5) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
 - 6) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
 - 7) All reimbursable expenses must be itemized on A-E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A-E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A-E is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.
- VII. PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County, as applicable. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with A-E. Incomplete or incorrect invoices are not acceptable and will be returned to the A-E for correction.

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

Payments made by County shall not preclude the right of 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.

VIII. INVOICING INSTRUCTIONS: The A-E will provide an invoice on the A-E's letterhead. Each invoice will have a unique number and will include the following information:

- A. A-E's name and address
- B. A-E's remittance address, if different from (A), above
- C. Name of County agency/department
- D. Delivery/service address
- E. Contract number (Both DO and MA/CT)
- F. Service Date (To and From)
- G. Description of Services
- H. Total
- I. Taxpayer ID number

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

A-E 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 an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C:
STAFFING PLAN**

1. A-E KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Licenses/Certifications (include license number)

A-E understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of A-E's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager. ***Note: The written approval of substituted or addition of A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside John Wayne Airport or other County department.***

County reserves the right to have any A-E 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 A-E personnel.

2. **SUBCONSULTANT(S) (IF APPLICABLE)**

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

Corporate Name	Corporate Address/ Local Office Address*	Contact Name/Telephone Number	Project Function	Contractor License Number	DIR Registration Number	DBE Certification Number	SBA Certification Number	Gross Receipts Category (Table 1 on following page)

TABLE 1 - ANNUAL GROSS RECEIPTS CATEGORIES

Annual Gross Receipt (Most recent fiscal year)	Gross Receipts Category
Less than \$500,000	1
\$500,000 - \$1,000,000	2
\$1,000,000 - \$2,000,000	3
\$2,000,000 - \$5,000,000	4
\$5,000,000 - \$10,000,000 5	5
\$10,000,000 - \$15,000,000	6
Over \$15,000,000	7

ATTACHMENT D

FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

This Contract may be funded by various grants from the Federal Aviation Administration throughout the term of the contract. Therefore, the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §§200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Program and 49 CFR Part 26 and/or Part 23, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, may apply to this Contract, including Build America, Buy America (BABA) as applicable. The following provisions are mandatory of the Federal Aviation Administration, and it is the responsibility of the consultant and their subconsultant(s) to comply.

Note: The term “contractor” referenced within this provision/section is intended to mean a contractor, subcontractor, consultant, and/or sub-consultant; and means one who participates through this contract.

- I. **Title VI Solicitation Notice:** The County of Orange in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner’s race, color, national origin, sex, creed, age, or disability in consideration for an award.

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

- III. **Civil Rights and Non-Discrimination:**
 1. **General Civil Rights Provisions**
 In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, 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. **Compliance with Non-Discrimination 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, creed, sex, 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 including amendments thereto.
 - 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 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.
- Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.
3. **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 to the extent required by law 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) including amendments thereto;

- 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;
- 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.

4. **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.
5. **Clean Air and Water Pollution Control:** Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

IV. **Contract Workhours and Safety Standards Act Requirements:**

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

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

VI. **Davis-Bacon Requirements:**

1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed,

without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

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

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

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

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

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to

provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

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

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

- 1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
- 2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
- 3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered

transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

VIII. **Disadvantaged Business Enterprise – Contract Assurance:**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract,

which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from County of Orange, John Wayne Airport. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County of Orange, John Wayne Airport. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the solicitation without prior written consent of County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from County. Unless County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

County may provide such written consent only if County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), County may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Retainage (49 CFR § 26.29)

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

- (1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the

Resident Project Representative (RPR) that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

- X. **Certification Regarding Domestic Preferences for Procurements:** The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.
- XI. **Federal Fair Labor Standards Act (Federal Minimum Wage):** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

- XII. **Trade Restriction Certification:** By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

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

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country

included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- XIV. **Occupational Safety and Health Act:** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- XV. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].
- XVI. **Procurement of Recovered Materials:** Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
 1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
 2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

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

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

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

- XVII. **Seismic Safety:** In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.
- XVIII. **Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions:** The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Definitions:

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

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

- XIX. **Veteran’s Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
- XX. **Prohibition of Covered Unmanned Aircraft Systems (UAS):** The Bidder or Offeror certifies that they are aware of and comply with the relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extent, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

Model Contract

ATTACHMENT E

INFORMATION TECHNOLOGY SECURITY GUIDELINES



County of Orange

Information Technology Security Guidelines

All contractors who contract with the County of Orange ("County") shall work cooperatively to assist County in achieving the objectives and abide by the applicable terms under these Guidelines for all Controls one (1) thru six (6) below at all times during the term of its contract with County.

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 and/or contractors shall maintain an inventory of its services. This listing shall be used by the department and/or contractors 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 guideline.
- 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 and/or contractors shall establish internal procedures for the secure handling



County of Orange

Information Technology Security Guidelines

and storage of all electronically maintained County information that is owned or controlled by the department.

1.2.3 Asset Inventory - Technology (Devices, Software)

1.2.3.1 Departments and/or contractors shall maintain an inventory of all department and/or contractors 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 and/or contractors shall adopt a standard naming convention for devices (naming convention to be utilized as devices are serviced or purchased).

1.2.3.4 Each department and/or contractor 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 and/or contractors shall maintain an inventory of its facilities. This listing shall be used by the department and/or contractor to assist with its risk management analysis.

1.2.4.2 Departments and/or contractors shall identify the facilities used by its critical services.

1.2.5 Access Controls

1.2.5.1 Departments and/or contractors 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



County of Orange

Information Technology Security Guidelines

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, including contractors, are to be assigned a unique user ID to access the network as applicable.

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 and/or contractors 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 (National Security Agency) 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.



County of Orange

Information Technology Security Guidelines

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.

2.2.2 Network Segmentation

NOTE: This section is applicable to Departments and/or contractors 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' and/or contractors' management shall:

- 2.2.3.1 Establish and manage a process for authorizing, issuing and tracking the use of MCDs.



County of Orange

Information Technology Security Guidelines

- 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 guideline, 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.
- 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 and/or contractor 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.

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 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 SaaS applications. 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 devices 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



County of Orange

Information Technology Security Guidelines

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 and personally owned devices used for work.

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:

- Passwords will contain a minimum of one (1) upper case letter
- Passwords will contain a minimum of one (1) lower case letter
- Passwords will contain a minimum of one (1) number: 1-0
- Passwords will contain a minimum of one (1) special character: !, @, #, \$, %, ^, &, *, (,)
- 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@\$\$S)
- COMPLEX PASSWORD EXAMPLE: P@\$\$SWoRd13
- Passphrases example: The\$kyIsBlue2day
- Passwords cannot contain the user's full name or network login

2.2.7.3 Passwords shall have a minimum length of twelve (12) characters.

2.2.7.4 Passwords shall not be reused for twelve (12) iterations.

2.2.7.5 Departments and/or contractors 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.~~

September 9, 2024

Page | 6



County of Orange

Information Technology Security Guidelines

Workforce members who suspect that their password has become known by another person shall change their password immediately and report their suspicion to 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 (5) 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, 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.

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 and customers 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



County of Orange

Information Technology Security Guidelines

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 using the County 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 County 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 2.2.7.2.

2.2.11 Remote Access

- 2.2.11.1 Departments and/or contractors 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 and contractors only for legitimate business needs and with the specific approval of department management.
- 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 the County. 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 infrastructure 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 infrastructure shall be reviewed and approved by both the department and County. This approval shall be received prior to the start of such implementation.

2.2.11.11 Remote access privileges to County IT resources shall not be given to contractors and
September 9, 2024 Page | 8



County of Orange

Information Technology Security Guidelines

customers 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 and/or contractors 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 the County 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, 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 and/or contractor 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.

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 and/or contractor 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 and/or contractor 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.



County of Orange

Information Technology Security Guidelines

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 whitelisting and blacklisting 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 and/or contractors shall implement Data Loss Prevention (DLP) methods to reduce the risk of data breach related to sensitive information.
- 2.2.16.2 Departments and/or contractors shall deploy encryption software on mobile devices containing sensitive data.

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.
- 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 or any removable media/device 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 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:
 - 2.2.18.5 Determination of the level of cryptographic controls
 - 2.2.18.6 Key management/distribution steps and responsibilities
 - 2.2.18.7 Encryption keys shall be exchanged only using secure methods of communication.

2.2.19 System Acquisition and Development

- 2.2.19.1 Departments and/or contractors 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) for criticality rating (RTO) and continuity purposes.



County of Orange

Information Technology Security Guidelines

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 guidelines provided in Section 1.2.5: Access Controls.

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 guideline.

2.2.19.5 In situations where data needs to be isolated because there would be a conflict of interest 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 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, including contractors, 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.



County of Orange

Information Technology Security Guidelines

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 and/or contractors 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 2.2.7: 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.

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 for systems containing sensitive information.

2.2.20.2 Contractor shall report to the County immediately or within 24 hours when contractor becomes aware of any potential or suspected data breach of contractor's or subcontractor's systems involving County's data.

2.2.20.3 Departments shall review all procurements and renewals for software and equipment (hosted/managed by the contractor) that transmits, stores, or processes sensitive information to



County of Orange

Information Technology Security Guidelines

ensure that contractors are aware of and are in compliance with County's cybersecurity policies if applicable. Departments shall obtain documentation supporting the business partners, contractors, or consultants' compliance with County's cybersecurity policies such as:

- SOC 1 Type 2
- SOC 2 Type 2
- Security Certifications (ISO, PCI, etc.)
- FedRAMP certification
- 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.



County of Orange

Information Technology Security Guidelines

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 the County (e.g., security architecture, security appliances, County firewall, Website listings, application listings, email gateway, administrative accounts) shall be reviewed by the County 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/devices 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 and/or contractor 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.
- 3.2.6 Each department and/or contractor 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 and/or contractors shall develop and maintain a vulnerability management process as part of its Cybersecurity Program.



County of Orange

Information Technology Security Guidelines

5 CYBERSECURITY INCIDENT MANAGEMENT

Information Security Incident Management establishes the policy to be used by each department and/or contractor 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 the 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 and/or contractor 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 department shall act as the liaison between applicable parties during a cybersecurity incident. The department shall be the department's primary point of contact for all IT security issues.
- 5.2.9 A designated security contact for all cybersecurity incidents.
- 5.2.10 Departments and/or contractors shall conduct periodic (at least annually) cybersecurity incident



County of Orange

Information Technology Security Guidelines

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 and/or contractors shall develop and document procedures for reporting cybersecurity incidents. For example, all employees, contractors, 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 and/or contractor 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 and/or contractors shall report cybersecurity incidents to the County pursuant to the Contract.

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.



County of Orange

Information Technology Security Guidelines

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 tested, executed, and reviewed.

6.2 SERVICE CONTINUITY MANAGEMENT POLICY STATEMENTS

- 6.2.1 Backups of all essential electronically maintained County business data and system configurations shall be routinely created and properly stored to ensure prompt restoration.
- 6.2.2 Each department and/or contractor 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.
- 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 and/or contractors 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 and/or contractors 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 and/or contractors 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 and/or contractor shall develop, periodically update, and regularly test business continuity and disaster recovery plans.
- 6.2.11 Departments and/or contractors shall review and update their Risk Assessments (RAs) and Business Impact Analyses (BIAs) as necessary, determined by department management (annually is recommended). 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 and/or contractor shall maintain a comprehensive plan document containing its



County of Orange

Information Technology Security Guidelines

business continuity plans. Plans shall be consistent, address information security requirements, and identify priorities for testing and maintenance.

- 6.2.14 Each department and/or contractor shall define failure prevention protocols to maintain confidentiality, integrity and availability. Departments and/or contractors shall automate failover procedures where applicable and maintain adequate (predictable) levels of ancillary components to meet this provision.



County of Orange
John Wayne Airport
Charlene Reynolds, Airport Director
400 W. Civic Center Drive, Santa Ana, CA 92701 (855) 886-5400

Friday, September 11, 2026

NOTICE OF SOLICITATION RESULTS
RFQ No. 280-3026801-CP
QVL for Airport IT Systems Design Services – Task Orders

To: All Respondents

The County of Orange is pleased to inform you of the Solicitation Results for RFQ-280-3026801 - QVL FOR Airport IT Systems Design Services – Task Orders. The top three (3) firms are recommended for contract award. The list of Respondents on the QVL will be utilized to provide services for any project valued up to the Board approved threshold, negotiating fee and scope independently upon each contract award. There is no guarantee of usage given by the County to the Respondent(s) regarding the QVL and/or any contracts which may result from this solicitation.

Respondent	Results	QVL
Burns Engineering, Inc.*	2865	Yes
Faith Group, LLC*	2790	Yes
Arora Engineers*	2780	Yes
M2P Consulting Inc	2635	Yes
Wipro LLC	2395	No
Net Force	2385	No
Arup US, Inc.	2345	No
Telavit LLC	2120	No
Satwic	2045	No
Azimuth Zero, Inc.	1880	No
Kopius Inc.	1795	No
Tec-Refresh, Inc.	1590	No

***Recommended for a Task Order contracts.**

The results are subject to approval by the Board of Supervisors and are tentatively scheduled to be heard at the October 27, 2026, meeting at 9:30 a.m. The meeting will be held in the Board Hearing Room on the 1st floor of County Administration North, 400 W. Civic Center Dr., Santa Ana, California 92701. Your attendance is not required at this time.

Should you have any questions regarding this notice, please contact Choy Pham at cpham@ocair.com.

We appreciate your participation in our solicitation process and invite you to participate in future opportunities.

Sincerely,

Choy Pham
Deputy Procurement Agent
County of Orange, John Wayne Airport
(949) 252-5128

Evaluator No. 1		Written Evaluation					
Vendor		Qualification and Related Experience/Technical Expertise	Key Personnel/Proposed Staffing	Availability to Perform Services	SOQ Organization/Completeness of Response	Compliance with the County Model Contract	Written Evaluation Score Total
		400 Points	175 Points	250 Points	150 Point	150 Points	
1	Arora Engineers	360	140	230	135	25	890
2	Arup US, Inc.	380	125	200	130	0	835
3	Azimuth Zero, Inc.	240	100	180	120	25	665
4	Burns Engineering, Inc.	390	170	240	140	25	965
5	Faith Group, LLC	360	160	200	130	25	875
6	Kopius Inc.	260	100	160	100	25	645
7	M2P Consulting Inc	380	155	225	130	25	915
8	Net Force	350	140	200	120	25	835
9	Satwic	320	100	200	120	25	765
10	Tec-Refresh, Inc.	170	100	175	120	25	590
11	Telavit LLC	320	120	200	120	25	785
12	Wipro LLC	320	140	200	120	0	780

Evaluator No. 2		Written Evaluation					
Vendor		Qualification and Related Experience/Technical Expertise	Key Personnel/Proposed Staffing	Availability to Perform Services	SOQ Organization/Completeness of Response	Compliance with the County Model Contract	Written Evaluation Score Total
		400 Points	175 Points	250 Points	150 Point	150 Points	
1	Arora Engineers	400	175	250	150	25	1000
2	Arup US, Inc.	300	125	200	110	0	735
3	Azimuth Zero, Inc.	250	100	200	100	25	675
4	Burns Engineering, Inc.	400	150	250	150	25	975
5	Faith Group, LLC	400	175	250	150	25	1000
6	Kopius Inc.	275	100	160	100	25	660
7	M2P Consulting Inc	380	125	235	130	25	895
8	Net Force	350	125	200	100	25	800
9	Satwic	300	95	200	100	25	720
10	Tec-Refresh, Inc.	150	75	150	100	25	500
11	Telavit LLC	300	125	200	100	25	750
12	Wipro LLC	375	120	200	125	0	820

Evaluator No. 3		Written Evaluation					
Vendor		Qualification and Related Experience/Technical Expertise	Key Personnel/Proposed Staffing	Availability to Perform Services	SOQ Organization/Completeness of Response	Compliance with the County Model Contract	Written Evaluation Score Total
		400 Points	175 Points	250 Points	150 Point	150 Points	
1	Arora Engineers	400	175	240	145	25	985
2	Arup US, Inc.	355	125	235	125	0	840
3	Azimuth Zero, Inc.	250	100	170	120	25	665
4	Burns Engineering, Inc.	400	173	240	145	25	983
5	Faith Group, LLC	400	175	240	145	25	985
6	Kopius Inc.	200	100	150	100	25	575
7	M2P Consulting Inc	385	160	235	130	25	935
8	Net Force	350	160	200	120	25	855
9	Satwic	300	100	190	110	25	725
10	Tec-Refresh, Inc.	170	100	175	120	25	590
11	Telavit LLC	300	100	150	120	25	695
12	Wipro LLC	375	120	190	130	0	815

Evaluator No. 4		Written Evaluation					
Vendor		Qualification and Related Experience/Technical Expertise	Key Personnel/Proposed Staffing	Availability to Perform Services	SOQ Organization/Completeness of Response	Compliance with the County Model Contract	Written Evaluation Score Total
		400 Points	175 Points	250 Points	150 Point	150 Points	
1	Arora Engineers	350	150	225	125	25	875
2	Arup US, Inc.	325	125	200	125	0	775
3	Azimuth Zero, Inc.	175	100	150	100	25	550
4	Burns Engineering, Inc.	325	150	200	125	25	825
5	Faith Group, LLC	350	150	225	125	25	875
6	Kopius Inc.	200	75	125	100	25	525
7	M2P Consulting Inc	300	150	225	125	25	825
8	Net Force	300	125	200	100	25	750
9	Satwic	225	100	150	100	25	600
10	Tec-Refresh, Inc.	125	75	175	100	25	500
11	Telavit LLC	275	100	150	125	25	675
12	Wipro LLC	325	100	200	120	0	745

Evaluator No. 5		Written Evaluation					
Vendor		Experience/Technical Expertise	Staffing	Services	SOQ Organization/Completeness of Response	Compliance with the County Model Contract	Total
1	Arora Engineers	375	150	230	125	25	905
2	Arup US, Inc.	300	100	200	100	0	700
3	Azimuth Zero, Inc.	175	100	150	100	25	550
4	Burns Engineering, Inc.	370	160	230	140	25	925
5	Faith Group, LLC	375	160	230	140	25	930
6	Kopius Inc.	200	100	150	100	25	575
7	M2P Consulting Inc	300	120	175	100	25	720
8	Net Force	275	125	175	100	25	700
9	Satwic	250	75	150	100	25	600
10	Tec-Refresh, Inc.	150	75	125	100	25	475
11	Telavit LLC	250	100	200	100	25	675
12	Wipro LLC	350	100	225	125	0	800