REQUEST FOR PROPOSAL (RFP) #687
YAMPA VALLEY REGIONAL AIRPORT (YVRA)
VENDING MACHINE CONCESSION
ROUTT COUNTY, COLORADO

The purpose of this Request for Proposal (RFP) and accompanying specifications are to provide instructions and assistance in submitting an offer to provide vending machines for YVRA located in Hayden, Colorado in Routt County. The objective is to have a fully executed Routt County Food and Beverage Vending Machine Concession Agreement by June 10, 2020 with the machines installed as soon as possible after the contract is fully executed.

1) GENERAL TERMS AND CONDITIONS
   a) Proposal responses must be received **not later** than:

      **9:00 a.m. Mountain Time May 7, 2020**

b) Any proposal response received after the time and date stipulated will not be considered and will be rejected and returned to the Proposer.

c) Email is the preferred method of response (see below for further detail).

d) If a paper copy of RFP response is received, it must be in a sealed envelope with “RFP #687 YVRA Vending Machine Concession” clearly written on the sealed envelope and the envelope shall bear the name of the Proposer, his address, and phone number.

e) If you utilize U.S. mail, express delivery service, or hand deliver please send to the correct address listed below:

   **USPS, Expedited services via Federal Express and UPS to this address**
   Routt County Commissioners Office
   522 Lincoln Avenue  Suite 30
   Steamboat Springs, CO 80487

   **For questions or further information, please contact**
   Julie Kennedy, Purchasing Agent
   jkennedy@co.routt.co.us
   Direct Phone Number:  970-870-5316
   Fax:  970-879-3992
f) Email to jkennedy@co.routt.co.us is the preferred method of response. However, 35 megabyte is the maximum amount of data Routt County can receive in any one email. Sometimes this may necessitate more than one email by the Proposer or elimination of high megabyte unnecessary graphics. It is up to the Proposer to ensure emails do not exceed this limit and must confirm receipt of email by Routt County prior to due date and time. An email sent but not received by the due date and time will not be considered. If proposal response is submitted electronically, Routt County will not be responsible for the security of the response from a Proposer from others.

g) Routt County advocates open and fair competition among suppliers and contractors to provide the best goods and services for Routt County and its citizens. The County prohibits discrimination based on political affiliation, race, creed, color, national origin, ancestry, sex, sexual orientation, age, religion, handicap, disability, veteran status or genetic information in all business transactions, purchases and contracts.

h) The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFP or to the contract.

i) Proprietary information from competing Proposer shall not be disclosed to the public or to competitors.

2) INQUIRIES AND NO CONTACT POLICY

a) All questions must be received, in writing, prior to 5:00 p.m. Mountain Time April 30, 2020 and shall be directed only to Routt County Purchasing Agent Julie Kennedy at jkennedy@co.routt.co.us. Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum to all firms that have received the original RFP after the date for questions has expired. In this way, we hope to eliminate multiple addendums.

b) Questions will be answered by addenda that will be issued to all Proposers who received a copy of the RFP and posted on the Routt County website. The County shall not be legally bound by an addendum or interpretation that is not in writing.

c) Any contact initiated by any Proposer with any County representative, other than the Purchasing Department representative listed herein, concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from this procurement transaction. Information obtained from an unauthorized officer, agent, or employee of Routt County or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract for the purpose of this project.

3) LATE PROPOSAL RESPONSES

a) Late proposal responses shall be considered void and unacceptable. They will not be accepted and will be returned to the Proposer.

b) It is the sole responsibility of the Proposer to ensure that their proposal response is received by Commissioners Office personnel before the deadline indicated above. If you decide to utilize an express delivery service, please note that overnight service is not always delivered on the next day. Routt County will not be responsible for responses sent to other County offices, etc.

c) If proposal response is submitted electronically, Routt County will not be held responsible for late responses due to failure of electronic communications.
4) **WITHDRAWAL OF PROPOSAL RESPONSES BEFORE OPENING**
   a) Proposal responses may be modified or withdrawn prior to the due date and time above by submitting a written request for its withdrawal to the Purchasing Agent listed. After the time set for opening of proposal responses no proposal response may be modified or withdrawn. Withdrawal requests received after the time advertised for proposal response opening will be void, regardless of when they were mailed. Proposer may submit the same, a new, or a modified proposal response prior to the due date and time shown above.
   b) No Proposer may withdraw a proposal response within 60 days after the actual date of the RFP opening.

5) **MISTAKES AFTER PROPOSAL RESPONSE OPENING**
   a) Proposal responses containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Proposer if clear and convincingly sworn, written evidence is furnished to the County no later than 48 hours before the proposal response opening excluding Saturday, Sundays and Legal Holidays.
   b) Under no circumstances can a Proposer be allowed to raise their unit prices(s) as contained in the initial proposal response.

6) **REJECTION OF PROPOSAL RESPONSES**
   a) Routt County Board of County Commissioners (BCC) reserves the right to reject any or all proposal responses and to waive informalities and minor irregularities in proposal responses received, and to accept any portion of the proposal response that is deemed to be in the best interest of Routt County.

7) **INDEMNIFICATION**
   a) The successful Proposer shall indemnify and save harmless Routt County and all County officers, agents, and employees from all suits or claims of any character brought by reason on infringing on any patent trademark or copyright.
   b) Routt County will not be liable in any way for any of the costs incurred by the Proposers in preparation of their proposal responses in response to this RFP nor for the presentation of their proposal responses or participation in any discussions or negotiations.

8) **PROTEST PROCEDURE**
   Filing a Protest and When to File:
   Protest shall be submitted in writing and received by the Purchasing Agent on the earliest of seven (7) working days after the aggrieved person knows or should have known of the facts giving rise thereto or ten (10) days after award. Protests based upon restrictive specifications or alleged improprieties in any type of solicitation, which are apparent prior to bid opening or the closing date for receipt of initial proposal responses, must be filed no later than three (3) days prior to bid opening or the closing date for receipt of initial proposal responses.

   Subject of Protest:
   Protesters may file a protest on any phase of solicitation or award, including but not limited to specification or award. Protesters may not challenge the evaluation criteria or the relative weight of the evaluation criteria or the formula for making an award determination.

   Content:
• The written protest must include the following:
  o The name and address of the protester
  o Appropriate identification of the purchase
  o A statement of the reasons for the protest
  o Any available exhibits, evidence or documents substantiating the protest

Decision:
The County Manager shall make a decision, in writing, on a protest within seven (7) working days after receiving all relevant, requested information. The decision shall inform the protestor of his or her right to appear to the Board of County Commissioners within seven (7) working days. Within fourteen (14) working days, the Board of County Commissioners shall render a decision or state the period for the protest review. The decision of the BCC is final.

Withholding of Award:
When a protest has been filed before award, the County will not make an award prior to the resolution of the protest, and when a protest has been filed before the opening of bid or proposal responses, the County will not open responses prior to the resolution of the protest, unless the County determines that:
• The items to be procured are urgently required
• Delivery or performance will be unduly delayed by failure to make the award promptly
• Failure to make prompt award will otherwise cause undue harm to the County and its citizens

When a protest has been filed after award, the County will not terminate or cancel any contract or purchase order issued to another vendor, unless it is determined by the County Manager that the award should be canceled and the project/purchase canceled, re-advertised and solicited or any other option in the best interests of the County.

9) PERMITS, TAXES AND FEES
a) All proposal responses submitted must include the price of any business and professional licenses, permits, taxes and fees as required by Federal, State or Local Government Agencies. Routt County does not waive any fees for its own projects.

b) The proposal response price shall be exclusive of any federal or state taxes from which Routt County is exempt by law.

10) CLARIFICATION OF RFP DOCUMENTS AND ADDENDA
a) If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in these RFP documents, they shall immediately notify the Purchasing Agent of such error and request modification or clarification of the document.

b) Proposers requiring additional information may submit their questions in writing to the attention of the Purchasing Agent.

c) Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum to all firms that have received the original RFP after the date for questions has expired. In this way, we hope to eliminate multiple addendums.
d) RFP and addenda are listed on the Routt County website under the Purchasing Department and it is the Proposer’s responsibility to ensure they have all addenda pertaining to this RFP. The Routt County website is www.co.routt.co.us.

e) It will be the Proposer’s responsibility to make inquiry as to the addenda issued.

f) Any addenda issued will be numbered sequentially beginning with the number #1.

g) Number of each addendum received, if any, must be shown on the signature page of response document.

h) All such addenda shall become part of the contract documents and all Proposers shall be bound by such addenda.

i) The County shall not be legally bound by an addendum or interpretation that is not in writing.

11) PROPOSER SUGGESTED OPTIONS/ALTERNATIVES

a) Please provide your suggested alternatives, options, enhancements, accessories, etc. which in your opinion, would provide a better value, service, product, life, etc. to Routt County and may not be specified in the technical specifications. Please list below your suggestions/options, and indicate the reasoning or justification for your suggestions. State the price or costs associated with these options (if any). Please submit brochures/literature with information of the reason for the suggested enhancement, option, etc. (attach additional information if necessary).

<table>
<thead>
<tr>
<th>Suggested Option/Alternative</th>
<th>Justification</th>
<th>Price</th>
</tr>
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</table>

12) PROPOSER’S RESPONSIBILITY

a) Each Proposer shall fully acquaint themselves with conditions relating to the scope of work and restrictions attending the execution of the work under the conditions of this RFP. The failure or omission of a Proposer to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to his response or to the contract. It is expected that this will sometimes require on-site observation.

13) INSTRUCTION FOR SUBMITTING PROPOSAL RESPONSE

a) Proposer’s proposal response submittals must be in strict compliance with this RFP and failure to comply with all provisions may result in disqualification.

b) Any products and services that are not specifically addressed in this RFP, but are necessary to provide functional capabilities proposed by the Proposer, must be included in the proposal response.

c) Proposer’s proposal response must include a cover letter, which has been signed by an individual authorized to bind the Proposer. Cover sheet to contain names, email addresses and phone numbers for persons who may be contacted to answer questions. In addition, the cover sheet shall state who prepared the submittal response and how that person can best be reached. Number of each addendum received, if any, must be shown on the signature page of response document. All proposal responses submitted without such signature may be deemed non-responsive.
d) Proposer is responsible for any and all permits, license, fees, etc. necessary to complete
the project. Routt County does not waive any building fees for its own projects.
e) Proposers are to submit written proposal responses, which present the Proposer’s
qualifications, understanding of the work to be performed and cost to complete the
proposed scope of work. Identification and description of any special or unique features
or additions the Proposer wishes to offer as alternatives or options should be noted.
f) Proposer’s proposal response should be prepared simply and economically and should
provide all the information, which the Proposer considers pertinent to its qualifications for
the project and which respond to the Scope of Work and Evaluation Criteria listed herein.
Emphasis should be placed on completeness of services offered and clarity of content.
g) Proposer must clearly mark any material considered to be confidential and will be treated
as such by Routt County to the extent permitted by law.
h) List of proposed key staff for this project; describe the level of their involvement including
brief biographical information indicating the number of years of similar experience, and
years with your company (note that proposed key staff will be required on site for this
project for the duration of construction).
i) List the categories of work that your organization normally performs with its own forces.

14) CONTRACT DOCUMENT
a) The contract that will be used will be a Routt County Food and Beverage Vending Machine
Concession Agreement with attachments including the Proposer’s proposal response and
detailed scope of work. A sample Routt County Food and Beverage Vending Machine
Concession Agreement is shown at the end of this RFP.
b) This RFP, submitted documents, and any negotiations, when properly accepted by Routt
County shall constitute a contract equally binding between the successful Proposer and
Routt County. The selected Proposer will be considered as prime contractor, and shall
assume total responsibility for the quality of the services provided. Failure to meet
obligations may result in cancellation of any contracts.
c) In the event that Proposer intends to request any changes to the County’s Food and
Beverage Vending Machine Concession Agreement, Proposer must identify those changes,
provide a copy of the contract language they are proposing and state the reasons for such
request all in the Proposer’s proposal response. If the Proposer states that its request for
changes is not negotiable, County reserves the right to reject the Proposer’s proposal
response as non-responsive.

15) COUNTY SUPPORT
The County shall:
a) Provide to Proposer all information in possession of the County which relates to the
County’s requirements for the project or which is relevant to the project.
b) Examine all studies, reports, sketches, drawings, specifications, proposal responses,
schedules and other documents presented by the Proposer.
c) Designate a person to act as the County’s representative with respect to the work to be
performed under this contract. Such person shall have the authority to transmit
instructions, receive information, interpret and define the County’s policies and decisions
with respect to the contract.
16) ESTIMATED PROJECT SCHEDULE  
   a) This schedule is only an estimated timetable and may be changed by Routt County at any time. 

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Sent to Proposers</td>
<td>April 9, 2020</td>
</tr>
<tr>
<td>Last Day for Questions from Proposers</td>
<td>April 30, 2020</td>
</tr>
<tr>
<td>RFP Response Due</td>
<td>May 7, 2020</td>
</tr>
<tr>
<td>Recommend Award to BCC</td>
<td>May 19, 2020</td>
</tr>
<tr>
<td>Fully Executed Contract</td>
<td>June 10, 2020</td>
</tr>
<tr>
<td>Machines Installed*</td>
<td>June 10, 2020</td>
</tr>
</tbody>
</table>

* Due to a May-Oct 2020 terminal construction project in the secure area of the terminal, some vending machines in this area may be installed upon completion of the project.

17) BONDS  
   a) No bonds are needed for this RFP.

18) EVALUATION CRITERIA  
   a) It will be within the sole discretion of Routt County to determine the viability and soundness of each Proposal, and to accept or reject a Proposal in its entirety or in part.

   Proposed Plan  
   0-40 Points  
   Proposals will be reviewed, and points assigned based on a showing of the ability to maximize revenue to the Airport, product selection, and pricing. Proposers should include a pro forma statement outlining anticipated revenues and concession payments to YVRA.

   Concession Fee Proposal  
   0-30 Points  
   Proposals will be reviewed and scored based on the concession fee offered. Concession fees are to be quoted as a percentage of gross revenues from the automated vending units placed in the public areas of the terminal building.

   Experience, References, and Qualifications  
   0-20 Points  
   Points will be assigned based on information provided in the proposal.

   Additional Factors  
   0-10 Points  
   Points will be assigned based on any of these items:  
   1. Involvement by locally based companies in the automated vending program.  
   2. Being a certified ACDBE, or using a certified ACDBE as a vendor  
   3. Other special equipment, facilities, or capabilities that would contribute to the success of the automated vending program.
   4.

19) SELECTION PROCEDURE  
   a) Proposal responses will be evaluated by the Routt County evaluation team (herein called Selection Committee) selected for this RFP.
   b) Purchase orders, invitations for bid (IFB), requests for proposal (RFP), tally sheets and other purchasing information of a public nature are available for inspection at the Purchasing Department. This information will only be made public after a bid opening or after a contract award in a proposal process. Some proposal and bid documents are
confidential (i.e. financial statements, litigation records, internal selection criteria results, etc.) Records requests for information identified as confidential by bidders or proposers as approved by the Director of Building & Plant/Purchasing will not be considered a public record, unless the provisions of the Colorado Open Records Act or a court order require otherwise.

c) Should the Selection Committee determine at its sole discretion that only one Proposer is fully qualified, or that one Proposer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Proposer or further proposal responses may be sought.

d) The Selection Committee will evaluate proposal responses for award by evaluating the proposal responsiveness to this RFP based on the criteria included in this RFP. Routt County reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by the Proposer, or to require other evidence of managerial, financial or technical capabilities, which are considered necessary for the successful performance of the work.

e) The Selection Committee may engage in individual discussions or request a written and/or oral presentation with Proposers deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews will be permissible. Such Proposers will be encouraged to elaborate on qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

f) Nothing in this RFP precludes the County from requesting additional information at any time during the procurement process. Not all Proposers may be contacted for further information, e.g., demonstrations, interviews, etc. It is at the sole discretion of the Selection Committee if additional interviews, demonstrations, etc. will be needed.

g) Based on evaluation factors published in the RFP and all information developed in the selection process to this point, the Selection Committee shall select in the order of preference one or more Proposers who is professional qualifications and proposed services are deemed most meritorious.

h) Then if a contract satisfactory and advantageous to Routt County can be negotiated at a price considered fair and reasonable, the Proposer shall be recommended to the proper-delegated authority as relayed by the Routt County Delegation of Authority located in the Purchasing Manual Fifth Edition February 2012. County shall have no contractual or other liability for products or services delivered or performed prior to proper execution hereof.

i) If a contract cannot be negotiated, negotiations with the Proposer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

j) Routt County Board of Commissioners (BCC) reserves full right to reject any or all proposal responses and to waive informalities and minor irregularities in proposal responses received, and to accept any portion of the proposal response that is deemed to be in the best interest of Routt County.

20) CONTRACTOR MINIMUM QUALIFICATIONS

a) To be considered qualified; the Proposer must demonstrate the experience and qualifications necessary to ensure a high quality operation. Accordingly, Proposers’ experience in the operation of similar enterprises will be given consideration. A complete
description of Proposer’s experience and other operations must be included in the proposal. Proposer must have the capability to deliver, service, and accept payment for food and beverages through automated vending machines. Experience in automated vending in an airport environment is not mandatory, but is preferred.

Routt County reserves the right to disqualify any Proposer who, during the past five years, has had an agreement or contract canceled, or threatened to be canceled by a public agency for cause including either failure to perform or illegal activity.

21) COMPLETING AND SIGNING PROPOSALS
   a) Each Proposer must complete and sign their proposal by an authorized official representing the company. The Proposer’s full business address must be given. Proposals by partnerships must be signed with the partnership name by one of the general partners. Proposals by corporations must bear the proper corporate name, state of incorporation, and signature and designation of an officer authorized to bind it in the matter.
   b) Each proposal must be tabbed, ordered, and submitted in the following format:

   **TAB** | **SUBJECT**
   --- | ---
   I. | Cover Letter (signed by an individual authorized to bind the Proposer and include names, email addresses and phone numbers for persons who may be contacted to answer questions, state who prepared the submittal response and how that person can best be reached and the number of each addendum received, if any)
   II. | Executive Summary (including how Proposer meets minimum requirements, special corporate competencies that would contribute to the success of the operation, etc.)
   III. | Automated Vending Program Concept (to include types and numbers of vending machines, the product mix to be sold, and a rendering of signage)
   IV. | Product List and Price Schedule
   V. | Concession Fee Proposal
   VI. | References
   VII. | Required Documents (Proof of Insurance)

22) BASIS FOR AWARD
   a) Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in this RFP, and any other information or factors deemed relevant by the County, shall be used in the final award.

23) DISADVANTAGED BUSINESS ENTERPRISE (DBE)
   a) DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.
   b) Where applicable, Routt County complies with the U.S. Department of Transportation DBE program and the requirements of 49 CFR Part 26. It is our policy to practice
nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying are encouraged to submit bid or proposal responses.


d) The following is information to be submitted at the time of RFP response:
   i. The names and addresses of DBE firms that will participate in the contract;
   ii. A description of the work that each DBE will perform;
   iii. The dollar amount of the participation of each DBE firm participating;
   iv. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
   v. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
   vi. If the contract goal is not met, evidence of good faith efforts.
   vii. Copy of DBE certification, or photocopy of first page of pending certification application. To qualify as a DBE, a Proposer, sub lessee, or joint venture partner must either be currently certified under 49 CFR Part 23, or have an application pending which has been submitted on or before the due date of the proposal response. However, Proposer must diligently pursue the completion of the application.

24) PROPOSED SCOPE OF WORK

a) This non-exclusive Request for Proposal is to select a Proposer who can best fulfill YVRA’s objectives in this RFP for a terminal automated vending concession opportunity located at the Airport.

The successful Proposer, also referred to as Concessionaire, will enter into a Concession Agreement with Routt County to develop, manage, and operate the terminal automated vending concession. The term for this concession opportunity will be effective June 10, 2020 (pending approval of the Concession Agreement) and will end five (5) years after the commencement of the Agreement. The term is subject to an annual renewal option exercisable at the discretion of YVRA.

25) RESTRICTIONS ON PRODUCT TYPES

a) In developing a proposal, Proposer’s should note that this opportunity is limited to:
   - Bagged Snacks
   - Hot or cold beverages
   - Candy
   - Chewing gum and mints

26) MACHINE REQUIREMENTS

a) All automated vending units installed under this Agreement shall:
i) Be the glass-front variety, new in appearance, in good operating condition, Energy Star rated, and prefer that no machine is older than 24 months at the time of contract award (proof of purchase will be required for all machines).

ii) Possess guaranteed delivery technology, wherein a customer’s money is refunded if the machine fails to dispense product.

iii) Be equipped to accept bill and coins with the possibility of accepting credit cards. All units shall be equipped with a metering system, such that it includes an internal electronic non-resettable cash sale meter. No surcharge is allowed for cashless transactions.

iv) Possess signage and/or visual displays that are approved by YVRA and, at a minimum include the following items:
   (1) Simple instructions to guide customers through the purchase process.
   (2) A decal or sign, with a minimum size of 3 inches by 5 inches, displaying a 24-hour, toll-free customer assistance telephone number, and a unique identification number on each machine along with instructions covering how a refund can be obtained.

27) LOCATIONS
   a) The selected Proposer shall be allocated and provided with such space at the Airport, as approved and authorized from time to time during the term of this Agreement by the Airport Director or other authorized representative of YVRA, which space shall be used solely for the installation and maintenance by the Proposer of automated vending machines. Due to development or renovation, construction projects may eliminate or relocate certain vending locations in the future. YVRA will provide notification to the successful Proposer when and if the elimination or relocation of those locations happens. See Exhibit A of the Sample Agreement for more detailed information regarding automated vending locations covered under this RFP. See Exhibit 1 of this RFP for photos of the locations.

28) CONCESSION FEE
   a) The Proposer’s concession fee offer is to be presented as a percentage of gross revenues generated by the machines placed in the public areas of the terminal building.

29) FINANCIAL ACCOUNTING RESPONSIBILITIES
   a) The selected Proposer shall agree to the accounting procedures set forth in the Sample Agreement. All formal reports presented to YVRA must be concise, complete and accurate.

30) EMPLOYEE QUALIFICATION AND SPECIFICATIONS
   a) The successful Proposer shall select honest, competent, and courteous personnel to be employed at the Airport and shall train, supervise and maintain proper surveillance over all its employees to insure their integrity and the maintenance of an honest and high standard of service to the public, of which standard will be determined at the sole discretion of YVRA.
   b) The successful Proposer will be required to obtain security badges for all employee’s that will stock and maintain the vending machines. Badging acquisition includes a personnel security application, FBI/TSA background check, fingerprinting and in-class security training. There is a non-refundable fee per person for the badge application process. More
specifics on badging acquisition can be obtained by contacting YVRA’s Security Office at (970) 276-5019.

31) ACTIVITY SUMMARY
a) A summary of selected activity related to terminal vending at the Airport is as follows (current contract began June 10, 2014):

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Total Passengers</th>
<th>Gross Vending Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>187,892</td>
<td>$33,658.00</td>
</tr>
<tr>
<td>2015</td>
<td>190,954</td>
<td>$37,930.90</td>
</tr>
<tr>
<td>2016</td>
<td>218,430</td>
<td>$46,265.60</td>
</tr>
<tr>
<td>2017</td>
<td>196,448</td>
<td>$30,790.60</td>
</tr>
<tr>
<td>2018</td>
<td>204,717</td>
<td>$36,655.75</td>
</tr>
<tr>
<td>2019</td>
<td>214,655</td>
<td>$37,527.70</td>
</tr>
</tbody>
</table>

32) CURRENT CONTRACT
a) The current concession contract expires on June 9, 2020 and pays YVRA 25% of revenues for the vending machines in the public areas of the terminal.
b) Current pricing for all vending machines is as follows:
   Bottled Drinks $2.50
   12 oz. Hot Drink $2.00
   16 oz. Hot Drink $2.50
   Bagged Snacks $1.00/$1.75
   Candy $1.75
   Gum/Mints $0.75/$1.00
EXHIBIT A

VENDING MACHINE LOCATIONS

Ticketing Area:
One glass front snack/candy vending machine
One glass front cold drink machine
One hot drink vending machine

Baggage Claim Area:
One glass front snack/candy vending machine
One glass front cold drink machine

Security Area:
One glass front snack/candy vending machine
One glass front cold drink machine
One hot drink vending machine
One change machine
EXHIBIT 1
LOCATION PHOTOS – TICKETING
EXHIBIT 1
LOCATION PHOTOS – SECURE AREA – GATE 2
EXHIBIT 1
LOCATION PHOTOS – SECURE AREA – GATE 4
EXHIBIT 1
LOCATION PHOTOS – BAGGAGE CLAIM
This Food and Beverage Vending Machine Concession Agreement (the "Agreement"), dated as of June 10, 2020, is between Routt County, Colorado ("County") acting by and through its Airport Director by delegation of authority from its Board of County Commissioners ("Board"), and ________________________________________ ("Vendor").

Recitals

A. County is the owner of the Yampa Valley Regional Airport (the "Airport");

B. The Airport is managed on behalf of County, by the Airport Director (the “Airport Director”);

C. Vendor wishes to obtain the right to install food and beverage vending machines ("Vending Machines") at certain locations in the terminal building at the Airport;

D. County is willing to grant to Vendor the right to locate Vending Machines at the Airport subject to the terms and conditions set forth in this Agreement.

Terms and Conditions

1. **Grant of Concession:** County hereby grants to Vendor a non-exclusive concession to install and maintain, in the terminal building at the Airport, Vending Machines and auxiliary equipment related thereto in the number and at the locations listed on Exhibit A, attached hereto, and such additional Vending Machines at such other locations as may, from time to time, be approved by the Airport Director, in the exercise of the Airport Director's sole discretion, in writing.

2. **Term:** The term of this Agreement shall be from June 10, 2020 through June 9, 2025 unless sooner canceled or terminated as hereinafter provided.

3. **Compensation:** Vendor shall pay to County, less sales tax, as the fee (the "Concession Fee") for the concession granted hereby, _______________ (___ %) of the gross receipts received by Vendor from food and beverage vending machines for the period June 10, 2020 through June 9, 2025. Vendor shall pay the Concession Fee to the Airport, Yampa Valley Regional Airport, P.O. Box 1060, Hayden, Co. 81639, on a monthly basis during the term of this Agreement. Such monthly payments shall be due and payable on the fifteenth day of the month following the month for which the payment is due. All such payments shall be made without notice at the office of the Airport Director or mailed to the address for notice set forth in Paragraph 27 hereof. Any check shall be received by County subject to collection, and Vendor agrees to pay any bank charges made for the collection of any such checks. Any payment not made to County when due shall accrue interest at the rate of one and one-half percent (1.5%) per month from such date.
Vendor agrees to furnish monthly to the Airport Director, by the 15th day of each month, a verified statement of all transactions for the preceding month from each Vending Machine, in the form as set forth in Exhibit B, attached hereto, and said statement shall be itemized so as to identify each Vending Machine by location.

4. **Books of Account and Auditing**: Vendor shall maintain full and accurate books of account and records from which the gross receipts from the Vending Machines and the amount of the Concession Fee owed County hereunder, can be determined and verified, according to standard and accepted accounting and auditing practices. These books and records shall be maintained on a current basis and shall be stored at the Airport or otherwise in Routt County, Colorado, for a period of at least thirty-six (36) months from the end of each monthly period, or for such longer period of time as County may direct in writing.

County reserves the right to conduct audits of Vendor's books of account and records, which audits may be conducted only upon reasonable notice to Vendor and during Vendor's normal weekday business hours. In performing said audits, County shall be entitled to review, and Vendor shall be obligated to provide to County, all of the books of account and records that Vendor is obligated to maintain, as well as other documents and files in Vendor's possession, custody or control at the time County advises Vendor of its desire to audit Vendor's records, that County, or its auditor, believe, in their sole discretion, relevant or necessary to determine or verify the correct amount of gross receipts received by Vendor from the Vending Machines, and the correct amount of the Concession Fee owed by Vendor to County, for the period involved. Any audit of Vendor's records shall be at the expense of County except that the expense of such audit shall be recoverable from Vendor upon demand if such audit shall be an under-reporting of revenues or other violation of the provisions of this Agreement resulting in an underpayment of fees due hereunder during any month of more than three percent (3%) of the amount remitted for that month.

5. **Character of Installation**: All Vending Machines and auxiliary equipment as may be required shall be furnished by Vendor. At the time of installation, the Vending Machines and auxiliary equipment so installed shall be the glass-front variety, new in appearance, in good operating condition, Energy Star rated, and preferably be no older than 24 months at the time of contract award. Basic utility connection will be supplied by the County. All vending machines shall be equipped to accept bill and coins. No surcharge is allowed for cashless transactions. Any additional construction required in installation, relocation or removal, and any electrical connection or disconnection associated with the installation, relocation or removal of the Vending Machines or auxiliary equipment shall be done at the sole expense of Vendor and shall be done in a workmanlike manner. Times of day and entrances and exits for installation or removal shall be specified by the Airport Director.

6. **Upkeep of Vending Machines, Auxiliary Equipment and Areas**: Vendor agrees that it shall regularly service each Vending Machine and any auxiliary equipment so that it will at all times be properly stocked, cleaned and in condition for use. It shall be so stocked and ready for use twenty-four (24) hours a day, seven (7) days a week.
The Airport Director may specify the time of day convenient to County for regular servicing and the entrance and exits for service personnel. If possible, such specified time shall be during normal operating hours.

Vendor is not responsible to provide general light and heat to the location where any Vending Machine is installed, except that as a condition for installing any additional Vending Machine at a new location, Vendor may be directed to provide any or part of these services or utilities by the Airport Director.

Vendor agrees that it shall promptly repair any broken, damaged, or non-functioning Vending Machine or auxiliary equipment, and shall replace any Vending Machine or auxiliary equipment, which cannot be promptly and satisfactorily repaired on the premises. If a vending machine requires repair and will be down for more than five (5) days, Vendor agrees to replace the machine with a similar vending machine within five (5) days.

Vendor further agrees that there will at all reasonable times be available service personnel who are completely qualified to service and repair any Vending Machine or auxiliary equipment installed by Vendor. The personnel shall be available at the Airport to service or repair Vending Machines and auxiliary equipment within one hour of the time requested, unless they must complete other service calls first or the lateness of the hour requires the service to be completed the following morning, in which event the servicing of the Vending Machines or auxiliary equipment shall be done at the earliest possible time.

Vendor shall possess signage and/or visual displays that are approved by the Airport Director and, at a minimum, include the following items:

- Simple instructions to guide customers through the purchase process.
- A decal or sign, with a minimum size of 3 inches by 5 inches, displaying a 24-hour, toll-free customer assistance telephone number, and a unique identification number on each machine along with instructions covering how a refund can be obtained.

7. **Removal or Relocation**: In the event the Airport Director should find it necessary to remove or relocate any of the Vending Machines or any auxiliary equipment related thereto, Vendor shall upon written notice from the Airport Director remove or relocate such Vending Machines or auxiliary equipment within thirty (30) days of receipt of said notice. Basic electrical and water shall be provided by the County. All other costs associated with the removal or relocation of such Vending Machines or auxiliary equipment shall be paid solely by Vendor.

8. **Ownership of Fixtures and Equipment**: All Vending Machines and auxiliary equipment of the Vendor permitted to be located at the Airport under this Agreement, including all trade fixtures and devices temporarily affixed to the realty but which may be removed without damage thereto, shall remain the property of Vendor. So long as no Event of Default (as hereinafter defined) by the Vendor shall have occurred and be continuing and subject to the giving of such notice as may otherwise be required hereunder, Vendor shall have the right, subject to the Airport Director’s prior approval, to remove any of such Vending Machines and auxiliary equipment; provided, however, upon the removal of any Vending Machine or auxiliary equipment which is not replaced, Vendor
shall restore the property where located to the condition it was in prior to initial installation, ordinary wear and tear excepted.

9. **Compliance with Applicable Laws:** In connection with the concession granted hereby, the Vendor shall:

9.1 Comply with all applicable laws, rules and regulations of County of Routt, the State of Colorado and the United States of America and any and all departments and agencies thereof, as the same may now exist or may be hereafter promulgated or amended from time to time. Presently applicable regulations of Airport are as follows:
   
   9.1.1 Airport Rules and Regulations attached as Exhibit “C”.

   9.1.2 Airport Emergency Action Plan.

   9.1.3 Airport Security Plan.

9.2 Comply with any and all existing and future security regulations adopted by County pursuant to Part 107, Federal Aviation Regulations of the Federal Aviation Administration, as amended.

9.3 Vendor agrees that (1) no person on the grounds of race, color, religion, sex, national origin or disability shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of the Vending Machines; and (3) Vendor shall exercise its rights under this Agreement in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

9.4 Vendor shall furnish its accommodations and/or services offered at the Airport on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Vendor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions.

9.5 Vendor shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color, sex, age, national origin or disability.

9.6 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 23, Sub-part F. Vendor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 C.F.R. Part 23, Subpart F or any successor regulations.
Vendor agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

9.7 Vendor assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, sex or disability be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Vendor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Vendor assures that it will require that its covered suborganizations provide assurances to Vendor that they similarly will undertake affirmative action programs and that they will require assurance from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

10. Advertising and Nuisance: Vendor shall not install or have installed or allow to be installed upon the Airport any sign, either lighted or unlighted, poster or other display of advertising media, except as they might be an integral part of the machines, as approved by the Airport Director. Further, Vendor shall not commit nor permit any nuisance to arise from the Vending Machines and auxiliary equipment or related to the rights granted herein.

11. Patents and Trademarks: Vendor represents that it is the owner of or fully authorized to use any and all services, processes, articles, marks, names or slogans used by it in its operations under or in any way connected with this Agreement. Vendor agrees to save and hold County, its officers, agents, employees and representatives free and harmless of and from any loss, liability, cost, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Vendor under or in any way connected with this Agreement.

12. Taxes, Licenses and Liens: Vendor covenants and agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature, applicable to its operations hereunder, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business or the operation of the Vending Machines and equipment, or places and locations permitted herein, and further agrees not to permit any of said taxes, excises or license fees to become delinquent.

Vendor further covenants and agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the machines or equipment covered hereby by reasons of work or labor completed or materials furnished by any mechanic or materialman. Vendor agrees to furnish the Airport Director, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by it of all required licenses and taxes. Vendor further covenants and agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operation of said concession on the Airport, and to not permit the same to become delinquent and to suffer said machines or equipment or the proceeds therefrom which will in any way impair the rights of County under this Agreement.

13. Indemnity and Insurance: Vendor hereby agrees to release and to indemnify and save harmless County, its officers, agents and employees, from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons, including property, and employees or
agents of County, and shall defend, indemnify and save harmless County, its officers, directors, and agents and employees from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including Workmen's Compensation claims, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, its operations in connection herewith, or its use or occupancy of any portion of the Airport, and including acts and omissions of officers, employees, contractors and agents of vendor; provided that Vendor need not release, indemnify or save harmless County, its officers, directors, agents and employees from damages resulting from the sole negligence of County's officers, directors, agents and employees. The minimum insurance requirements prescribed herein shall not be deemed to limit or define the obligations of Vendor hereunder.

Vendor further agrees to secure and deliver to the Airport Director at the time of execution of this Agreement a comprehensive liability insurance policy written on a single limit of one million one hundred thousand dollars ($1,100,000.00) occurrence basis, including public liability for personal injury and property damage, in form and company acceptable to and approved by said Airport Director, and covering all places and locations and operations hereunder. County shall be named as an insured in any insurance policy required hereunder.

The original or a certified copy of the above policy, and certificates evidencing the existence thereof, all in such form as are approved by the Airport Director, shall be delivered to the Airport Director upon the execution of this Agreement. Each such policy or certificate shall contain a valid provision or endorsement stating "This policy will not be canceled, or materially changed or altered, without first giving thirty (30) days written notice thereof, sent by certified mail, return receipt requested, to the Airport Director, P.O. Box 1060, Hayden, Colorado 81639."

A renewal policy shall be delivered to the Airport Director at least thirty (30) days prior to a policy's expiration date except for any policy expiring on the expiration date of this Agreement or thereafter.

14. Inconvenience During Construction: Vendor recognizes that from time to time during the term of this Agreement, it may be necessary for County to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience Vendor in its operation at said Airport. Vendor agrees that no liability shall attach to County, its officers, agents, employees, contractors, subcontractors and representatives by way of such inconveniences. Vendor waives the right to claim damages or other consideration therefor, except as provided in this Agreement.

15. Damage to or Destruction of Premises: In the event that the Airport or any portion thereof shall be destroyed or damaged by fire or otherwise to an extent which renders them untenable, County shall be under no obligation to rebuild the Airport. However, if County elects to rebuild or repair such destroyed or damaged portions, this Agreement shall remain in effect except that the obligation of Vendor to pay the compensation hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable. In the event that County shall elect not to proceed with the rebuilding or repair of the major portion of the premises (if so destroyed or damaged) within
a period of ninety days after the destruction or damage, Vendor may, at its election, terminate this Agreement.

16. **Cancellation and Termination:** In addition to the forfeiture of rights provided above, either County or Vendor may cancel and terminate this Agreement in its entirety, with or without cause, upon giving to the other party not less than sixty (60) days prior written notice of the date of cancellation and termination, upon which date this Agreement shall be canceled and terminated, and Vendor shall vacate all locations occupied by it hereunder.

17. **Events of Default:**

17.1 The following shall constitute defaults by Vendor:

A. The failure to pay the Concession Fees due hereunder, or any other monies owed under this Agreement, or under any other agreement between County and Vendor when due;

B. Any other failure by Vendor to perform any covenant or obligation required by this Agreement (other than the payment of fees due hereunder), or by any other agreement between County and Vendor, and the failure to cure said default within a period of fifteen (15) days following written notice of said default;

C. Any attempted assignment of this Agreement by Vendor without the written consent of County;

D. The appointment of a trustee or receiver for, or the attachment, levy, execution or other judicial seizure of any portion of the Vending Machines or auxiliary equipment which is not released, expunged; discharged or dismissed prior to the earlier of: (a) twenty (20) days after such attachment, levy, execution or seizure; or (b) the sale of the assets affected thereby;

E. Vendor's filing of a petition for relief under the Bankruptcy Reform Act of 1978, as amended or recodified, or under any other present or future federal or state law regarding bankruptcy, reorganization or other relief to debtors, or Vendor's insolvency or inability to pay its debts as they mature, or Vendor's making a general assignment for the benefit of its creditors, or Vendor's applying for a receiver, trustee, custodian or liquidator for Vendor or any of its property, or the filing by or against Vendor of a petition or the commencement of any other procedure to liquidate or dissolve Vendor;

F. Vendor's failure to effect a full dismissal of any involuntary petition under the Bankruptcy Reform Act of 1978, as amended or recodified, or under any other present or future federal or state law regarding bankruptcy, reorganization or other relief to debtor that is filed against Vendor or that in any way restrains or limits Vendor or County regarding this Agreement or the Vending Machines or auxiliary equipment prior to the earlier of: (a) the entry of any order granting relief sought in the involuntary petition; or (b) thirty (30) days after the date of filing of the petition, or Vendor's filing of any pleading in any such involuntary proceeding which admits the jurisdiction of the court or the petitioner's material allegations regarding Vendor's insolvency;
G. The failure of Vendor to comply with Department of Transportation Regulations concerning Non-Discrimination (Title 49 C.F.R. Parts 21 and 27), (2) Title VI of the Civil Rights Act of 1964, or (3) the Americans with Disabilities Act; or

H. Abandonment of Vendor's operations, which shall be defined as Vendor's failure to conduct operations at the Airport in accordance with the requirements of this Agreement for one (1) month.

17.2. The following shall be Events of Default with respect to County hereunder:

A. The failure of County to give Vendor access to the Vending Machines or auxiliary equipment as required herein which shall continue and not be cured within five (5) days after Vendor has given written notice to County of such breach; and

B. The breach of any promise or covenant of County made herein other than relating to access to the Vending Machines or auxiliary equipment which shall continue and not be cured within thirty (30) days after Vendor has given written notice to County of such breach.

18. Remedies: Upon the occurrence of an Event of Default with respect to Vendor, County may, at its election, terminate this Agreement by written notice to Vendor of such election. In addition, County may pursue any legal or equitable remedy available to it with respect to such Event of Default.

Upon the occurrence of an Event of Default with respect to County, Vendor may, at its election, terminate this Agreement by written notice to County of such election. In addition, Vendor may pursue any legal or equitable remedy available to it with respect to such Event of Default.

19. Surrender of Premises: Upon the expiration or termination of this Agreement, Vendor shall remove all Vending Machines and auxiliary equipment and shall repair any damage to the Airport caused by such removal. Any personal property of Vendor, or anyone claiming under Vendor, which shall remain on any portion of the Airport at the expiration or termination of this Agreement shall be deemed to have been abandoned and may be retained by County as County's property or disposed of by County in such manner as County sees fit.

20. Representations of Vendor: Vendor represents and warrants to County as follows:

20.1 Vendor, and those individuals executing this Agreement on behalf of Vendor, represent and warrant that they are familiar with Section 18-8-301, et seq. of the Colorado Revised Statutes (Bribery and Corrupt Influences) and Section 18-8-401, et seq. of the Colorado Revised Statutes (Abuse of Public Office) and that no violations of the provisions thereof are present.

20.2 Vendor, and those individuals executing this Agreement on behalf of Vendor, represent and warrant that to the best of their knowledge no employee of County has a personal or beneficial interest whatsoever in this Agreement or in the business to be conducted by Vendor on the Airport pursuant to this Agreement.
21. **Agreement Subordinate to Agreements with the United States:** This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreement between County and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of said Airport.

22. **Relationship of Parties:** It is the intent and purpose of the parties that they shall have the relationship of County and Vendor hereunder, and nothing contained herein shall be deemed or construed to constitute the parties as partners or joint venturers, and in no event shall County be liable for any loss which may result from the operations of Vendor at the Airport or for any indebtedness incurred by Vendor in the operation of its business at the Airport.

23. **Waiver:** Should Vendor breach any of its obligations hereunder, County nevertheless may thereafter accept from Vendor any payment or payments due hereunder, and continue this Agreement in effect, without in any way waiving County's right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by County of any default, breach, or omission of Vendor under this Agreement shall not be construed as a waiver of any subsequent or different default, breach, or omission.

24. **Partial Invalidity:** If any term or condition of this Agreement or the application thereof to any person or event shall to any extent be deemed invalid and unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

25. **Third Parties:** This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties including, but not by way of limitation, Vendor's employees and independent contractors, any right to claim damages or to bring any suit, action or other proceeding against either County or Vendor because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained.

26. **Assignment:** Vendor shall not assign or transfer Vendor's interest in this Agreement, or assign this Agreement for security purposes, without the prior written consent of County.

27. **Notices:** Any notice given pursuant to this Agreement other than which is specifically permitted to be given in some other fashion shall be in writing and shall be delivered by hand, by overnight courier or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to County:
Airport Director
Yampa Valley Regional Airport
P.O. Box 1060
11005 Routt County Road 51A
Hayden, Colorado 81639
Telephone Number: (970) 276-5004
With a copy to:
Routt County Board of County Commissioners
522 Lincoln Avenue, Suite #30
Steamboat Springs, Colorado 80477
Telephone Number: (970) 879-0108

If to Vendor:

Notice shall be deemed given when delivered if hand-delivered by courier or two days after the date indicated on the postmark if sent by U.S. Mail. Either party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.

28. Attorney Fees, Governing Law, Venue and Jurisdiction: In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation, reasonable attorney's fees. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties hereby agree that venue and jurisdiction for all actions taken with respect to this Agreement shall be in the United States District Court for the District of Colorado or in the Fourteenth Judicial District of the State of Colorado.

29. Employment of Illegal Aliens: This Agreement is subject to the provisions of the Illegal Aliens—Public Contracts for Services Act (the “Act”) found at C.R.S. Section 8-17.5-101 et seq. As used in this provision, the following definitions shall apply: (1) “Basic Pilot Program” means the Basic Pilot Employment Verification Program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security; (2) “Department” means The Colorado Department of Labor and Employment; and (3) “Executive Director” means the Executive Director of the Department of Labor and Employment.

Concessionaire shall comply with the provisions of the Act. Specifically, Concessionaire shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Concessionaire that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Additionally, Concessionaire represents that Concessionaire has verified or attempted to verify through participation in the Basic Pilot Program that Concessionaire does not employ any illegal aliens and, if Concessionaire has not been accepted into the Basic Pilot Program prior to entering into this Agreement, Concessionaire shall apply to participate in the Basic Pilot Program every three months until Concessionaire is accepted or the work under this Agreement has been
completed, whichever occurs first. This requirement shall not be applicable if the Basic Pilot Program has been discontinued. Concessionaire shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while work under this Agreement is being done.

If Concessionaire obtains actual knowledge that any of its subcontractors performing work under this Agreement knowingly employs or contracts with an illegal alien, Concessionaire shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Concessionaire has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required by subpart (1) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Concessionaire need not terminate the subcontract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with an illegal alien.

Concessionaire shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

If Concessionaire violates any of the provisions of this section, County shall have the right to terminate the Agreement for breach of contract and, in such case, Concessionaire shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Agreement.

30. **Captions:** All headings and captions appearing herein are for convenience only and shall be disregarded in construing this Agreement.

31. **Entire Agreement:** This Agreement and any exhibits referred to herein constitute the entire agreement between the parties concerning the concession for the placement of Vending Machines and auxiliary equipment at the Airport and may not be amended, modified or revoked except by a written document executed by both County and Vendor.

ROUTT COUNTY, COLORADO

By: ____________________________
Kevin A. Booth
Yampa Valley Regional Airport
Director

VENDOR

By: ____________________________
Printed Name: ____________________

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EXHIBIT A

VENDING MACHINE LOCATIONS

Ticketing Area:
One glass front snack/candy vending machine
One glass front cold drink machine
One hot drink vending machine

Baggage Claim Area:
One glass front snack/candy vending machine
One glass front cold drink machine

Security Area:
One glass front snack/candy vending machine
One glass front cold drink machine
One hot drink vending machine
One change machine
EXHIBIT B

FOOD & BEVERAGE VENDING MACHINE MONTHLY ACTIVITY REPORT

Period Covered:
Beginning: ___________________________   Ending: ___________________________

Food and Beverage
Total Gross Revenues by Machine:

<table>
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<tr>
<th>Machine #</th>
<th>Gross Revenue</th>
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25% of Gross Revenues: ___________________________ *

Amount Submitted: ___________________________ *

Date: ___________________________

Check Number: ________________

I hereby verify this report to be a true and accurate account of the sales for the period shown above.

__________________________________________
Vendor
EXHIBIT C

EXTRACTS FROM YAMPA VALLEY REGIONAL
AIRPORT RULES & REGULATIONS AS PERTAINS TO LESSEE

1.0 APPLICABILITY

1.1 These rules and regulations are promulgated under the Colorado Revised Statutes, which specifically grants governing authority the power to “Provide rules and regulations governing the use and occupancy of Airports”. Yampa Valley Regional Airport is owned by Routt County and operated under the authority of the Routt County Board of County Commissioners. Routt County Board of County Commissioners sets these rules and regulations forth for the use and occupancy of Yampa Valley Regional Airport and its facilities.

1.2 Routt County Board of County Commissioners may initiate amendments, additions, deletions or corrections to these Rules and Regulations as conditions warrant.

1.3 These Rules and Regulations supersede and cancel all previous rules and regulations of Yampa Valley Regional Airport.

1.4 Yampa Valley Regional Airport personnel and designated representatives are authorized to enforce these regulations.

1.5 A violation of these regulations may result in revocation of ramp access privileges, termination of lease agreements, denial of use of airport, and/or prosecution under applicable Colorado State Law.

1.6 Any person denied use of the Airport due to violation of the regulations is restricted to use of the Airport for the purpose of enplaning or deplaning other aircraft using the Airport.

1.7 Words of any gender used in these regulations include any other gender, and needs in the singular shall be held to include the plural unless a contract requires otherwise.

1.8 Voiding of any particular rule or regulation contained herein shall not affect the validity of the remainder of these regulations.

1.9 All correspondence related to this manual, suggestions for revisions and improvements, and information regarding corrections or updating should be directed to:
Airport Director
P.O. Box 1060
Hayden, CO 81639

1.10 These Airport Rules and Regulations shall be effective March 1, 2003 and continuing thereafter until modified or rescinded.
2.0 GENERAL PROVISIONS

2.1 The Yampa Valley Regional Airport is owned by Routt County and operated under the authority of the Routt County Board of County Commissioners.

2.2 Any permission granted by the Airport Manager or his representative directly or indirectly, expressly or by implication, to any person or persons, to enter or use the Airport or any portion thereof, (including aircraft operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of lessees and other persons occupying space on the Airport, persons doing business with Routt County or one of its subdivisions, its lessees, sublessees and permittees and all other persons whatsoever, whether or not of the type indicated), is conditioned upon compliance with these rules and regulations; and entry upon or into the Airport by a person or persons shall be deemed to constitute an agreement to comply with these rules and regulations.

2.3 All persons or agencies receiving a copy of the Airport Certification Manual, the Airport Emergency Plan and the Airport Security Program shall restrict their use and distribution to personnel with a need-to-know, and those persons specifically authorized by name by the Airport Manager.

2.4 Definitions

2.4.1 “Airport” shall mean the Yampa Valley Regional Airport located in Routt County and any part of Yampa Valley Regional Airport as shown on Exhibit A of the current Airport Layout Plan and designated as for airport use.

2.4.2 “Airport Manager” shall mean the officer or representative of the county having immediate charge of the Airport.

2.4.5 “Airport Boundary” shall be the description of property outlined in the current Airport layout plan and Exhibit A.

2.4.6 “Dwelling” shall mean any building or portion thereof designed or used as a residence or sleeping place for one or more persons.

2.4.7 “SIDA” shall mean the Security Identification Display Area as defined in the Yampa Valley Regional Airport - Airport Security Program.

3.0 AIRPORT USE

3.1 No person shall use or occupy an operational area, for any purpose whatsoever except for matters pertaining to the servicing of tenants, concessionaires, activities associated with aircraft operations, of governmental agencies, or matters connected with maintenance and operations of the Airport.
3.2 The Airport Manager or his designated representative shall take such action as may be
necessary in the handling, conduct and management of the public in attendance at the
Airport.

3.3 The Airport Manager or his representative may, at any time, remove or eject from the
Airport premises any person who knowingly or willfully or continuously violates any
rule or regulation herein prescribed, or any order of instruction issued by or under the
authority of Routt County. In every case where practicable the violator shall first be
informed of the violation he has committed and shall be requested to immediately remedy
the violation or leave the Airport premises peacefully. Upon the failure of the violator to
remedy his violation to the satisfaction of the Airport Manager, or to leave the Airport
premises peaceably, the Airport Manager shall cause the ejection of said violator by
whatever law enforcement forces available.

3.4 No person shall solicit funds for any purpose and no signs, advertisements, or circulars
may be posted or distributed at the Airport without the advanced written permission of
the Airport Manager

3.5 Garbage, trash, refuse or other waste material shall be placed in appropriate receptacles
provided for such purpose.

3.6 No person shall destroy, remove or disturb, in any way, any structure, sign, equipment,
markers or other appurtenance on the Airport premises without the advanced approval of
the Airport Manager.

3.7 Destroying, injuring, defacing, disturbing, removing or tampering with any man-made or
natural Airport property is prohibited. Any person who causes damage to Airport
property shall be liable for such damage.

3.8 Written advertisements and handbills may be posted or distributed only with the prior
authorization of the Airport.

3.9 The posting or distributing of handbills or written advertisements on aircraft or vehicles
is prohibited.

3.10 Picketing and demonstrations anywhere on Yampa Valley Regional Airport are
prohibited without prior authorization from the Airport.

3.11 Persons under the influence of drugs or alcohol may not picket or demonstrate,

3.12 Use of the public area of any building or area of the airport for sleeping or other purposes
in lieu of a hotel, motel, or other public accommodation is prohibited.

3.13 No person shall commit any disorderly, indecent, lewd, or unlawful act or commit any
nuisance on the Airport.
3.14 No person shall litter any area of the Airport and each person shall ensure that all trash and refuse is properly disposed of in the appropriate container.

3.15 Consumption of intoxicating liquors is prohibited except in places approved for on-premises liquor consumption or, otherwise, at such times and locations as specifically approved by Yampa Valley Regional Airport.

3.16 Interference with the safe operation of any aircraft landing at, taking off from, or operating on the Airport is prohibited.

3.17 Domestic pets, except for guide dogs for the blind, are not permitted on the AOA unless destined for air transport and restrained by leash or container.

3.18 Hunting and trapping on the Airport is prohibited.

3.19 Horseback riding on the AOA is prohibited.

3.20 Articles found in public areas at the Airport shall be turned into the Airport. Articles unclaimed by their proper owner will be disposed of according to Routt County Policy.

3.21 No person shall make, possess, use, offer for sale, pass or deliver any forged or falsely altered pass, permit, identification, card, sign or other authorization purporting to be issued by or on behalf of Yampa Valley Regional Airport.

3.22 Gambling and bet making in any form at the Airport is prohibited.

3.23 All signs installed on the Airport must meet the specifications as listed in the Sign Code portion of the Development Guidelines and must be approved in writing by Yampa Valley Regional Airport.

3.24 Persons shall not enter any restricted area without the prior authorization of the Airport Manager or his representative.

3.25 Tampering or interfering with the lock, or closing mechanism or breaching any other securing device is prohibited except under emergency situations.

3.26 Discharge of any weapon on the Airport except in the performance of Official duties or in the lawful defense of life or property is prohibited.

3.27 Persons entering the AOA, movement area or any non-public area of the Airport are required to produce identification when asked to do so by any personnel with proper identification.

5.0 COMMERCIAL BUSINESS OPERATIONS

5.1 No person, partnership, firm or corporation shall conduct any commercial activity on the Airport without the consent of Routt County.
5.2 All persons conducting commercial aeronautical activities on the airport shall conform to the requirements of the MINIMUM STANDARDS FOR THE CONDUCT OF COMMERCIAL AERONAUTICAL ACTIVITY AT YAMPA VALLEY REGIONAL AIRPORT, HAYDEN, COLORADO.

5.3 Any person, partnership, firm or corporation having executed an agreement with Routt County; and having violated the provisions of any rule or regulation herein, shall forfeit the privilege of using the Airport until reinstated by the Airport Manager. All charges and fees, due Routt County shall be due and payable as identified in a duly executed agreement.

6.0 SAFETY

6.1 No person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any open flame in or upon any area of the Airport within fifty (50) feet of hangars, fuel storage areas, fuel loading operations, fuel handling vehicles, or aircraft being fueled or having fuel drained, or in any other place where smoking is specifically prohibited by signs.

6.2 No person shall start an open fire any place on the Airport without permission of the Airport Manager. No torch cutting or welding shall be permitted except where specifically designated by the Airport Manager.

6.3 Good housekeeping is required at all times by tenants and occupants of all buildings, hangars or other structures, in their assigned areas and during aircraft maintenance operations. All floors shall be maintained clear of obstacles or equipment not in immediate use. Areas surrounding fire extinguishers and sprinkler risers shall be kept clear at all times, and all premises shall be kept clean and clear of all rubbish, junk, debris, or any other unsightly objects. No materials will be stored outside of structures. If after notification said obstructions are not immediately stored in a manner acceptable to the Airport Manager, said actions will be undertaken by the Airport Manager at the sole cost and expense of the responsible person or tenant.

6.4 No person shall store flammable materials or flame/spark emitting equipment, use flammable liquids or gases, or maintain any Airport premises in such a condition so as to violate the Uniform Fire Code, or any rules herein. Flammable liquids having a flash point below 110 degrees Fahrenheit shall at all times be kept in and used from approved containers, and shall be stored in acceptable metal cabinets, in a quantity not to exceed twenty five (25) gallons. Transfer of flammable liquids from original containers to safety cans shall be accomplished in an area designated by the Airport Manager for such activity. Areas surrounding storage of flammables shall be kept clear of all flammable and combustible materials.

6.5 Occupants of all hangars and buildings shall provide suitable fire extinguishers and other safety equipment, which shall be kept in good working order as determined by the Airport Manager and not tampered with or used for any purpose other than firefighting or fire prevention. Extinguishers shall be inspected at least every twelve months by qualified
personnel. Tags showing the date of the last inspection shall be attached to each extinguisher unit.

6.6 Tenants and all persons occupying Airport buildings or other structures shall be required to comply with any and all regulations contained in the Uniform Fire Code as they may apply.

6.7 All premises on the Airport shall be subject to periodic safety inspection by the Airport Manager or other duly authorized person or agency. Airport premises shall be inspected a minimum of once each year by the Airport Fire Chief during normal business hours. Tenants and all persons occupying Airport buildings shall comply with all written recommendations resulting from such inspections.

7.0 SECURITY

7.1 Only authorized unescorted access shall enter into the Security Identification Display Area (SIDA) of Yampa Valley Regional Airport.

7.2 Individual persons applying for SIDA access shall be required to attend an Airport Security briefing prior to being granted unescorted access privileges.

7.3 Each person authorized unescorted access to the SIDA shall display his/her Airport Identification Badge on the exterior of their clothing at all times while in the SIDA.

7.4 Each person authorized unescorted access to the SIDA shall immediately challenge each unidentified person in the SIDA; and shall immediately notify Airport Security of each such incident.

7.5 Each person authorized unescorted access to the SIDA shall have the authority to visually and physically escort non-employee persons (i.e. passengers) in the SIDA.

7.6 Each person who unsecures a security barrier (door, gate or other barrier) shall insure that the barrier is re-secured.

7.7 Persons authorized unescorted access to the SIDA shall immediately surrender all security access materials (keys, badge) upon termination of employment at YVRA, or upon the demand of the Airport Manager or his representative.

7.8 Individuals found to be in violation of these security rules shall immediately surrender their Security Identification Badge, and shall be required to re-apply for unescorted SIDA access privileges.

8.0 VEHICLE OPERATION

8.1 No vehicle shall be operated on the Airport in a careless or negligent manner or in disregard of the rights and safety of others, or without due caution or circumspection, or
at a speed or in a manner which unreasonably endangers, or is likely to unreasonably endanger persons or property, or while the driver thereof is under the influence of intoxicating liquor, or any narcotic; or if such vehicle is so constructed, equipped or loaded so as to unreasonably endanger, or is likely to unreasonably endanger, persons or property.

8.2 All motor vehicle operators on the Airport shall comply fully with the State of Colorado Motor Vehicle Laws, as amended and with all Airport Regulations and instructions issued by representatives of Yampa Valley Regional Airport or law enforcement personnel.

8.3 No motorized vehicle shall be operated on the Airport by an operator unless the operator thereof is duly licensed to operate such vehicle on state or municipal highways of the state.

8.4 No vehicle shall be operated on the Airport at a speed in excess of the posted speed.

8.5 No person shall park, or allow a vehicle to stand on the Airport except in locations designated for such parking or standing.

8.6 No personal vehicles will be allowed to enter the AOA except as defined to discharge passengers. No personal vehicles will be parked within hangars or other areas defined for aircraft storage except as approved by the Airport Manager.

8.7 No person shall park a vehicle, or permit the same, to remain on the Airport except for such periods of time as may be prescribed or permitted by the Airport Manager.

8.8 Vehicles parked, or allowed to stand on the Airport shall be at the owner’s/operator’s sole risk; and County or its representatives shall be held harmless and without liability for damage which may result in the course of said vehicle being parked or allowed to stand on the Airport.

8.9 The operator of any vehicle involved in an accident on the Airport shall immediately notify the Airport Manager and the appropriate law enforcement agency. A person operating a motor vehicle on the Airport who is involved in an accident resulting in injury to any person or damage to any property, shall stop the vehicle at the scene or as close as possible without unnecessarily obstructing traffic, notify the Airport and remain at the scene until a full report is taken by Yampa Valley Regional Airport and/or law enforcement personnel.

8.10 The Airport Manager shall have the authority to cause any vehicle in violation of any of these rules and regulations to be removed from the Airport at the owner’s/operator’s expense, and without liability for damage, which may result in the course of such moving.
REQUEST FOR PROPOSAL (RFP) #687
YAMPA VALLEY REGIONAL AIRPORT (YVRA)
VENDING MACHINE CONCESSION
ROUJT COUNTY, COLORADO

ADDENDUM(S) #______________

Please acknowledge receipt of Addendum(s) with Proposal submittal. Failure to do so will result in a non-compliant proposal.

Company Name: _____________________________________________________________

Signature: ___________________________ Date: _____________________________