



NORTHERN COLORADO REGIONAL AIRPORT
**REQUEST FOR PROPOSALS: FOOD & BEVERAGE CONCESSIONS AT THE AIRPORT
TERMINAL**
RFP #2019-96

IMPORTANT DATES:

Issue Request for Proposal	August 30, 2019
Pre-Proposal Conference	September 16, 2019
Proposal Due Date	September 26, 2019

Northern Colorado Regional Airport

REQUEST FOR PROPOSALS FOR FOOD & BEVERAGE CONCESSIONS AT THE AIRPORT TERMINAL

The Northern Colorado Regional Airport (Airport) is requesting proposals from qualified firms to operate food and beverage concessions at the Airport Terminal.

Proposers shall submit one unbound original and an electronic copy on a USB flash drive of the proposal documents, including the required exhibits and attachments. All documents must be submitted to the Loveland City Clerk's Office, 500 East Third Street, Suite 230, Loveland, Colorado 80537 on or before 2:00 p.m. (MT, City's clock) on September 26, 2019. All submitted proposals shall remain the property of the Airport.

The Airport will hold tours of the concession area and answer questions regarding this request for proposals on Monday, September 16 at 2:30 p.m. (MT) at the Terminal Building located at 4825 Earhart Road, Loveland, Colorado 80538. Tour of concession area is recommended, but not mandatory.

Questions about the RFP shall be submitted in writing before 5:00 P.M. (MT) on Friday, September 20, 2019 via email and directed to the Shawn Battmer at airport@cityofloveland.org or via regular U.S. mail at 4900 Earhart Road, Loveland, Colorado 80538. The subject line of any inquiry shall be: QUESTION – FOOD & BEVERAGE RFP. Questions will be responded to no later than 5:00 P.M. (MDT) on September 23, 2019

The City of Loveland and City of Fort Collins are committed to providing an equal opportunity for services, programs and activities and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. For more information on non-discrimination or for translation assistance, please contact the City of Loveland's Title VI Coordinator at TitleSix@cityofloveland.org or 970-962-2372. The City of Loveland will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, please contact the City of Loveland's ADA Coordinator at jason.smitherman@cityofloveland.org or 970-962-3319.

La Ciudad de Loveland y la Ciudad de Fort Collins están comprometidas a proporcionar igualdad de oportunidades para los servicios, programas y actividades y no discriminar en base a discapacidad, raza, edad, color, origen nacional, religión, orientación sexual o género. Para más información sobre la no discriminación o para asistencia en traducción, favor de contactar al Coordinador Título VI de la Ciudad de Loveland al TitleSix@cityofloveland.org o al 970-962-2372. La Ciudad realizará las acomodaciones razonables para los ciudadanos de acuerdo con la Ley de Discapacidades para americanos (ADA). Para más información sobre ADA o acomodaciones, favor contacte al Coordinador de ADA de la Ciudad de Loveland en jason.smitherman@cityofloveland.org al 970-962-3319.

Northern Colorado Regional Airport

REQUEST FOR PROPOSALS FOR FOOD & BEVERAGE CONCESSIONS AT THE AIRPORT TERMINAL

SECTION 1: PROPOSAL REQUIREMENTS

1.1 General

The Northern Colorado Regional Airport is requesting proposals from qualified firms to operate a food and beverage concession at the Airport Terminal. A description of the concession location including minimum operating days, and the nature of the facility are also contained in Attachment 1.

The selected firm will be able to enter into a two-year concessionaire agreement with the option to renew for an additional one-year period upon mutual agreement of the parties, attached as Attachment 2.

1.2 Submittal

The firm shall submit one unbound original and an electronic copy on a USB flash drive of the proposal documents signed by a duly-authorized representative of the firm indicating his/her title.

The proposal must include and address all of the following information and be limited to no more than twenty (20) pages. We recommend that you include concise, but complete, information about your firm, emphasizing why you believe your firm to be uniquely qualified for the operation at the Airport:

- a. The firm's experience in services pertinent to this RFP.
- b. The firm's experience in the sale and service of alcohol
 - a. Alcohol licenses held, where and when
 - b. Any disciplinary action against past or current alcohol licenses
- c. The firm's financial ability to operate the concession.
- d. Project understanding:
 1. Provide detailed concession conceptual designs and a detail of the construction and improvement budget.
 2. Proposed list of retail goods for the retail service. The Airport encourages Concessionaires to include products that offer customers' value, choice, and local products, when available.
 3. The firm's proposed remodel/installation schedule for the designated spaces, including date of when the firm intends to take over food and beverage operation, if date is different than November 21, 2019.
 4. If applicable, the firm's proposed method to provide continued food service during the remodel process to minimize disruption of service.
 5. Proposed hours of operations for the concession services. At a minimum Concessionaire will be open two and one half hours prior to any flight departure until thirty minutes after flight departure, each day.
 6. The firm's policy on payment and credit card acceptance including a list of the credit cards that you will accept.

- e. A description of the firm's intended management arrangement, including whether the firm's principal agents intend to be active participants in the day-to-day management and operation of the concession.
- f. References from entities for which the firm has provided similar services within the last two years.
- g. The proposed concession fee to be paid to the Airport and the proposed payment schedule. The fee should be listed in dollars, not as a percentage of proceeds.

1.3 Confidential Information

Pursuant to the Colorado Open Records Act, C.R.S. § 24-72-201 *et seq.* ("Act"), all information contained in any bid or proposal is subject to public disclosure unless it meets one of the exceptions set forth in the Act. To avoid disclosure of trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data ("Confidential Information"), the firm must clearly mark all Confidential Information as such and provide a written, detailed justification with its proposal of the protected nature of the Confidential Information under Colorado law. This justification must address, at a minimum, the specific competitive harm that may result from any disclosure, the intrinsic value of the Confidential Information to the firm, and any safeguards the firm uses to protect the Confidential Information from disclosure. The Airport shall be held harmless from any claim arising from the release of Confidential Information not clearly marked as such by the bidder or lacking written, detailed justification supported by Colorado law.

1.4 Opening of Proposals

Proposals will be opened and examined immediately following the date and time set for submission of proposals. No proposal may be withdrawn for a period of ninety calendar days from the opening date.

SECTION 2: SCOPE OF WORK

2.1 Services

The selected firm will be required to provide food and beverage services at the Airport Terminal concurrent with the commercial air service schedule. The Airport will provide a schedule for hours of operation 30 days in advance of any changes, and any adjustments thereto will be provided at least two weeks in advance, when possible. At a minimum, concessions must be open two and one-half hours prior to scheduled commercial air service departures and continue until half an hour past scheduled departures, unless an alternate schedule is agreed upon in advance by both parties. The successful Concessionaire will meet or exceed the following objectives:

- A. Provide concession designs that enhance the customer experience in the terminal environment.
- B. Offer a variety of food and beverage goods that meet the needs of the Airport guests.
- C. Provide good quality service to Airport guests and employees.
- D. Provide a range of offerings, including local products where available.
- E. Maximize the use of the terminal space.
- F. Ensure that operating hours are targeted to commercial airline operating hours.

2.2 Utilities

The Airport will provide all utilities, including trash removal services, for all concession locations at the Airport's sole cost and expense. Utility fees may be assessed for high energy use appliances found in section 2.3.

2.3 Equipment

All equipment required by the firm shall be provided at the firm's sole cost and expense. The Concessionaire will be responsible for all costs associated with the procurement, delivery, installation, maintenance, repair, and operation of the equipment required to provide concession services.

Any high-energy use appliances must be approved by the Airport Director in writing fourteen (14) days in advance of installation, and at the sole discretion of the Airport may include additional negotiated fees to offset increased energy costs. These appliances include low efficiency refrigeration, coolers, or other non-energy star rated equipment or appliances.

2.4 Licenses

The selected firm must obtain all applicable vendors', business, health department, and liquor licenses and permits required by the City, County, and State. This requirement includes, without limitation, City and State sales tax licenses. Copies of all required licenses and permits shall be submitted to the Airport prior to execution of the concession agreement; provided, however, that copies of Larimer County Health Department certificates may be submitted to the Airport prior to the anticipated start date.

2.5 Taxes

The successful firm will be required to pay sales tax on all food and beverage sales.

2.6 Insurance

The selected firm must provide and maintain insurance coverages as more specifically set forth in the concession agreement.

2.7 Laws and Regulations

The selected firm shall comply with all applicable laws and regulations throughout the term of the concession agreement. Regulatory standards include adherence to the Airport's security plan and ability to pass a security background check by the U.S. Department of Homeland Security.

2.8 Subcontracting

No portion of the work may be subcontracted without the Airport's prior written approval.

2.9 Concession Agreement

The selected firm will be required to enter into a concession agreement in the form found in Attachment 2.

2.10 Personnel. The selected firm must provide all personnel (whether employees or independent contractors) and equipment necessary to perform the work required by this Contract.

The selected firm’s personnel assigned to carry out the work are subject to final approval by the Airport.

SECTION 3: PROPOSAL EVALUATION AND ASSESSMENT

3.1 Ranking System

The Airport will evaluate the proposals and rank each firm according to the criteria listed below. The rating scale shall be from 1 to 5, with 1 a poor rating, 3 an average rating, and 5 an outstanding rating.

Weighting Factor	Criteria	Specific Considerations
2.0	Scope of Proposal	Does the proposal contain all of the required elements? Does the proposal demonstrate an understanding of the required services and any special considerations applicable to the concession location?
2.0	Qualifications	Is the firm qualified to perform the services? Does the firm have prior similar concession experience? Does the firm have experienced staff?
2.0	Impression	What makes your firm special? How will you enhance the customer experience for waiting passengers?
2.0	Concession Fee	Is the amount to be paid to the Airport sufficient? Is the proposed payment schedule reasonable?
2.0	Financial Capability	Is the firm financially stable?

3.2 Interview and Reference Evaluation

The Airport may choose to interview the top-ranked firms. The Airport will check references using the following guidelines:

- a. Overall performance: Would you hire this firm again?
- b. Schedule: Did the firm meet promised schedules for performance and payment?
- c. Problems: Did the firm anticipate problems, and were problems solved quickly and effectively?
- d. Job skills: Did the firm’s employees exhibit the necessary skills?
- e. Customer service: Did the firm generally fulfill all customer service requirements?
- f. Were there any issues relating to customer service, alcohol beverage service and/or licensing or product quality and value?

SECTION 4: CONTRACT AWARD

The Airport will award the concession agreement to the responsible firm that, in the Airport’s sole determination, best meets the Airport’s needs. The Airport reserves the right to reject any or all proposals and to waive technicalities and formalities. The Airport shall not be required to award the concession contract to any firm or pay any costs incurred by a firm in the preparation of a proposal. The Airport reserves the right to negotiate further with one or more firms as to any features of the proposals submitted and to accept proposed modifications to the scope of work and price when such action is in the best interest of the Airport. This includes solicitation of a best and final offer from one or more firms.

Attachment 1

1. Terminal Building

4825 Earhart Road, Loveland, Colorado 80538

One indoor concession areas with an outdoor courtyard to provide concession services to approximately 924 outbound passengers weekly.

Subject to all the terms and conditions of the concessionaire agreement, the following terminal space, listed in Table A and shown on Exhibit 1, shall be managed and operated by the Concessionaire. The Airport concessions may be open seven (7) days a week, year-round. Minimum hours for concession services must be set around the commercial air service schedule. Flight schedules may change. The Concessionaire will be required to manage and operate the food and beverage service, which include:

- A. Food & Beverage - Approximately 495 square feet, located post-security, accessible to airline customers only.

Table A.

Location	Square Feet	Minimum Requirements
Food & Beverage, Post-Security	495	Prepared or ready-made food items and beverages.

The concession facilities will hereinafter be referred to collectively as “Concession Facilities.” The Airport reserves the right throughout the term of the concessionaire agreement and at the Airport’s sole discretion to remove, modify, or add Concession Facilities and services as defined herein. Upon thirty (30) days written notification by the Airport to the Concessionaire, and at the time of completion, any such modified, expanded, or additional concession facilities shall be included within the contract. Material changes to concession facilities shall be subject to good faith negotiation of adjustment to annual budgets. The Concession Facilities shall be used only for the operation and management of food and beverage services.

Attachment 2

CONCESSIONAIRE AGREEMENT

This **Concessionaire Agreement** (“**Agreement**”) is made this ____ day of _____, 2019, by and between the City of Loveland, Colorado and the City of Fort Collins (the “**Cities**”) acting by and through the **Northern Colorado Regional Airport Commission** (“**NCRAC**”) and _____, a _____ (“**Concessionaire**”).

In consideration of the payments and the keeping and performance of the covenants and agreements by Concessionaire as described herein, the Airport hereby grants to Concessionaire the right to operate a food and beverage concession (“**Concession**”) at the Airport Terminal building specified in Exhibit A (“**Terminal**”) on the terms and conditions set forth below.

1. Grant of Concession. The Airport hereby grants to Concessionaire a non-exclusive right to provide and operate a Concession at the Terminal Building on the terms and conditions described herein. Any rights not specifically granted to Concessionaire herein are retained by the Airport.

2. Term. The term of this Agreement shall be from November 1, 2019 through October 31, 2021, unless earlier terminated in accordance with this Agreement. This Agreement may be renewed for an additional one-year term effective November 1, 2021 through October 31, 2022 upon written agreement of both parties.

3. Concession Operations. Concessionaire shall provide high quality food and beverage services to the patrons of the Airport at such prices and under such standards of operation as will ensure prompt, courteous, and convenient services to the general public and patrons including, without limitation, those standards set forth in **Exhibit A**, attached hereto and incorporated herein by reference. Toward this end, Concessionaire shall: provide all food and beverage services available at the Airport; provide all temporary food and beverage facilities as agreed to by the parties; employ, train, manage, and directly supervise all personnel required to properly operate and maintain the Concession; provide repair and maintenance services for their own equipment; obtain all licenses, permits, and certificates required to operate the Concession, including, but not limited to, a Loveland sales tax license and a Larimer County Health Department certificate for each Concession location; operate the Concession in a manner fully supportive of, and in compliance with, the standards set forth in Exhibit A; operate the Concession Stands as public facilities in a non-discriminatory manner at all times; promote and market the Concession to the general public; and provide any and all equipment in addition to that provided by the Airport which is necessary to provide the required level of services.

4. Airport Security. Concessionaire acknowledges that it understands the Airport is a commercial service Airport subject to 49 CFR Part 1542 – Airport Security. Concessionaire is subject to rules and regulations that may have effect on operations including, but not limited to:

1. Requirement to obtain security clearances and Airport issued security badges for all employees or vendors who regularly access Secured Areas of the Airport at the sole expense of the Concessionaire.

2. Proper escorting by Concessionaire of those not in possession of Airport issued security badges.
 3. Following all procedures for the screening of employees, vendors and others who may access Secured Areas of the Airport.
 4. Following all procedures for the screening of delivered goods that may be taken into Secured Areas of the Airport
 5. Any other Rule or Regulation as may be found in the Airport Security Program or as promulgated by the Federal Government or Airport.
- Concessionaire shall cooperate with the Airport in understanding and complying with such rules and regulations.

5. Use of Premises. Concessionaire shall have the right to possession of the Concession area located at the Terminal Building for the purpose of providing the Concession. If Concessionaire is a natural person, he or shall designate a supervisor during the times when the Concessionaire is not present at the Premises; designation of a supervisor shall not excuse Concessionaire from meeting all requirements of this Agreement. Concessionaire shall not use or permit others to use the Premises for any purpose prohibited by law. Concessionaire shall keep the Premises, clean and free of trash and debris. Cleaning of the Premises must be performed at regular intervals during operating hours and at the end of each day. If the Airport, in its sole discretion, determines that any of the Concession Facilities are not adequately cleaned, upon written notification of such, Concessionaire shall immediately correct the situation to the Airport's satisfaction. Entertainment of any nature shall be subject to the Airport's prior approval, which shall not be unreasonably withheld. Concessionaire shall maintain all signs or advertisements approved by the Airport in good and attractive condition at Concessionaire's expense.

a. Theme(s)/Products/Décor/Signage. Acknowledging an inviting presence attracts more customers, the Airport will be flexible in approving concession theme, products, décor and signage, as long as they are in good taste and consistent with Airport standards. All costs for these items shall be borne by the Concessionaire. The Concessionaire's décor, products or signs must not interfere with existing businesses. It is preferred that the concession theme(s) incorporate a local flavor. Souvenir, personal, and gift item sales will be allowed. All items, including menus, signage, products, and decorations must be reviewed and approved by the Airport Director in advance.

6. Restrictions. Concessionaire shall not:

a. Permit any unlawful practice to be carried on or committed in or on the Premises.

b. Use or permit the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of insurance on any policy maintained by the Airport; including storage or use of or permitting to be kept or used on the Premises any inflammable fluids, toxic materials, or substances of any nature reasonably deemed dangerous by the Airport or the Airport's insurance carriers without obtaining prior written consent of the Airport, except for small quantities of cleaning products incidental to their permitted uses described in this Agreement.

c. Use or permit the Premises to be used for any purpose that creates a nuisance or injures the reputation of the Airport or the Cities.

d. Permit any odors to emanate from the Concession in violation of any applicable law.

e. Use or permit any portion of the Premises to be used for storage or other purposes except as is necessary and required with its use specified in this Agreement.

f. Permit Concessionaire's employees to park anywhere upon the Premises except in employee parking, as designated by the Airport; provided, however, designated employee parking may be modified from time to time by the Airport Director upon prior notice to Concessionaire; further, Concessionaire, staff, and/or suppliers shall not drive personal or delivery vehicles on sidewalks or plazas unless access is approved by the Airport Director or his designee.

g. Permit tobacco products to be used by any person in, on, or at the Premises, which are "smoke free;" provided, however, that the Airport will specify a limited area within the outdoor secure area where smoking is allowed by airline customers. Public consumption of marijuana and sale is absolutely prohibited.

h. Conduct, or allow to be conducted, gambling on site.

i. Place or permit any sign, advertisement, display, notice, or other lettering to be exhibited or fixed to any part of the Premises without the Airport's prior written approval. All signs shall be professionally prepared and no "hand written" signage will be allowed on the external glass windows or doors of facilities to convey information on menu, pricing, or service to the public.

7. **Hours of Operation.** The Concession shall be open for business no less than two and one-half hours prior to scheduled arrival of commercial air service and until half an hour after the last scheduled air carrier departure, with possible adjustments due to flight delays. Concessionaire shall provide adequate staff at all times. Service shall be provided at a minimum on each day with known scheduled air service. Unless flights are cancelled due to weather conditions or other causes beyond the control of either party, if Concessionaire fails to open, opens late or closes early, a \$100.00 penalty for each failure to open, late opening or early closing will be assessed and billed monthly. Concessionaire's hours of operation and level of service may be adjusted by the Airport according to changes in the commercial air service schedule. The Airport shall not be responsible for any lost revenue to Concessionaire due to closures or cancellations attributed to weather conditions or other cancellations beyond the control of either the Airport and/or the Concessionaire.

8. **Concessionaire Personnel.** The Concessionaire shall provide all personnel (whether employees or independent contractors) and equipment necessary to perform the work required by this Contract. The Concessionaire's personnel assigned to carry out the work are

subject to final approval by the Airport. The Concessionaire's personnel will be required to adhere to Federal regulations, fire, and safety regulations and no smoking policies. The Concessionaire agrees that it will, upon notice from the Airport, immediately remove any personnel who is, for any reason, unsatisfactory to the Airport.

The Concessionaire agrees that only assigned personnel will be permitted in the Terminal concession and no others including, but not limited to, salesmen, friends, relatives, or minors will be allowed in the concession area without prior notice and approval from the Airport.

Concessionaire acknowledges that its personnel will be working in a secure Airport environment which requires that all personnel assigned to perform work under this Agreement will be subject to and pass a criminal history background check and fingerprinting as needed to obtain an Airport provided sterile area access credential.

The Concessionaire shall not represent that it and its personnel are agents or employees of the Airport or the Cities.

9. Improvements. The Airport retains the right to modify or alter the Concession areas at any time and in any manner, provided, however, that such work shall be performed when commercial air service is not scheduled, with the exception of any emergency work deemed necessary by the Airport. Concessionaire shall make no improvements or alterations to the Concession areas without the Airport's prior written approval

10. Maintenance and Repair. All maintenance and repair to the Concession area shall be the responsibility of the Lessee. As a part of the Airport's preventive maintenance program, the Airport may require periodic closures for maintenance and repair in order to maintain the Concession areas; provided, however, that such work shall be performed when commercial air service is not scheduled, with the exception of any emergency work deemed necessary by the Airport. Concessionaire agrees that, if requested in writing by the Airport, the Concession areas shall be closed for a reasonable period of time when commercial air service is not scheduled for the Airport to conduct all necessary work. The Airport will adjust Concessionaire's fees due hereunder for lost revenue arising from said closures.

11. Equipment.

a. Concessionaire shall be responsible for the acquisition of all necessary equipment to operate concession services. Following Airport approval of site design concepts, Concessionaire is required to build-out the food and beverage concession facilities by a date to be determined through contract negotiations with the Airport. The Concessionaire will be responsible for all costs associated with the procurement, delivery, installation, maintenance, repair, and operation of the concession services. Concessionaire will also be responsible for maintaining their equipment in wholesome appearance and good working condition and repair at no cost to the Airport

b. Concessionaire shall furnish its own smallwares package (such as napkins, cups, plasticware, etc.) to offer food and beverage services per the contract. Concessionaire

shall be responsible for replacing and keeping in service all items in the smallwares package. All such items shall remain the property of Concessionaire at the termination of this Agreement.

12. Utilities. The Airport shall provide water, sewer, electricity, and gas necessary for the operation of the Concession; provided, however, that Concessionaire shall pay any costs over and above “average” utility costs as determined by the average of the previous three years’ usage at the same location. Concessionaire is responsible for providing telephone services for its exclusive use.

13. Other Operations and Activities. Concessionaire shall conduct the Concession granted to it without infringing on the rights of others, or interfering with the operation of the Airport in general, or any facilities adjacent thereto. It shall not engage in any business to sell any commodity upon, in, or around the Premises other than as expressly set out in this Agreement. Concessionaire shall not create nor permit unreasonable noise or annoyance on the Premises.

14. Permits and Licenses. Concessionaire shall secure, pay for, and post in places designated by the Airport all permits and licenses necessary for the operation of the Concession, and shall pay, at its own expense, all taxes assessed or levied against its business and merchandise.

15. Authority of Director. The Airport’s Director shall be responsible for interpreting and applying the standards set forth in Exhibit A. The Director may revise such standards and guidelines from time to time with thirty days written notice to Concessionaire. The Director shall decide all questions which may arise as to Concessionaire’s fulfillment of such standards and guidelines. If the service being performed by Concessionaire does not meet the standards and guidelines set out in this Agreement, the Director shall immediately notify Concessionaire, and the failure shall be deemed a default. In the event Concessionaire disagrees with the Director’s decision, Concessionaire shall have the right to appeal the decision to the Northern Colorado Regional Airport Commission, provided such appeal is in writing and filed with the Commission no more than ten (10) days after Concessionaire’s receipt of the Director’s written decision. The Commission shall issue a written decision within thirty (30) days after receipt of the appeal. The Commission’s decision shall be provided to both parties and shall be final.

16. Access and Inspection. The Airport Director or designee may enter the Concession Facilities at any reasonable time the Concession is open for business for the purpose of performing an inspection. The Airport’s entry onto or inspection of the Concession Facilities shall not constitute interference with the Concessionaire’s business, and no abatement of any payments due under this Agreement shall be granted.

17. Payments.

a. Monthly Base Concession Fee. Concessionaire shall pay to The Airport \$_____ per month (“**Base Concession Fee**”) as payment for the Concession commencing December 1, 2019. *Payment amounts and schedule to be added here.*

b. Books and Records. Concessionaire and each licensee or concessionaire of Concessionaire shall keep a permanent, accurate set of records of all gross sales derived from the conduct of the Concession, including all point-of-sale records, tapes, and printouts; sales reports and ledgers; files; computer records and disks; cash register tapes, sales slips, order records, and invoices; copies of all tax returns filed with any governmental authority that reflect in any manner sales, income, or revenue generated in connection with the Concession, as may be reasonably required in order to ascertain, document compliance with this agreement or law. All such records shall be retained for at least three years after the end of the calendar year to which they relate.

c. Late Payment. If Concessionaire fails to pay any Base Concession Fee on the date it is due, the unpaid amount will be subject to a late payment charge equal to one and one-half percent (1.5%) per month (18% per annum), on balance past due over thirty (30) days. This late payment charge is intended to compensate the Airport for its additional administrative costs resulting from Concessionaire's failure, and has been agreed upon by Concessionaire and the Airport, after negotiation, to be the reasonable estimate of the additional administrative costs that will be incurred by the Airport as a result of Concessionaire's failure. The actual cost in each instance is extremely difficult, if not impossible, to determine. This late payment charge will constitute liquidated damages and will be payable to the Airport together with such unpaid amount. The payment of this late payment charge will not constitute a waiver by the Airport of any default by Concessionaire under this Agreement.

e. Accounting Controls and Procedures. The Airport shall have the right at any time, and from time-to-time, to review and approve the internal accounting controls and procedures utilized in connection with, or that are designed for, the operation of the Concession. All sales transactions shall be entered into a point of sale system and by City policy, and receipts shall be issued for each sale – no exceptions. Concessionaire shall retain all records of sales transactions, including, without limitation any register receipts which may be in an electronic format. Concessionaire shall provide any sales transaction records to the Airport upon request. Concessionaire shall provide a monthly sales report will be based upon this information and submit to the Director on the first week of each month. If a point of sale system is faulty or in need of repair, it is the responsibility of Concessionaire to report the problem to the Airport designee immediately and to keep accurate and up-to-date records on all sales until the register is back in working order or until a replacement can be installed. It is imperative that correct and accurate sales records are kept and that Concessionaire implement effective cash control measures to ensure that all sales are recorded and receipts are secured.

18. Security Deposit. A security deposit of \$1,000 as security for the return of all City-owned facilities in good condition at the termination of this Agreement, and as security for its performance of all covenants contained herein, is required. Concessionaire shall be responsible for any damage to or loss of Airport-owned facilities, all fees and the performance under this Agreement in excess of the security deposit.

19. Other Payment Obligations.

a. Concessionaire shall promptly pay all taxes and fees of whatever nature applicable to the operation of the Concession and shall maintain all licenses, municipal, state or federal, required for the conduct of business, and shall not permit any of said taxes or fees to become delinquent. Concessionaire shall furnish to the Airport, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of social security, unemployment compensation, and all taxes and fees referenced above.

b. The Airport shall promptly pay all bills, debts, obligations, and fees of whatever nature applicable to its operation of the Terminal building where the Concession areas are located, and shall not permit the same to become delinquent and suffer any lien, mortgage, judgment, execution, or adjudication in bankruptcy which will in any way impair the rights of Concessionaire under this Agreement. The Airport shall maintain all Municipal, State, or Federal licenses and regulations as required for the conduct of the Airport business.

20. Indemnification. Concessionaire agrees to indemnify and hold harmless the Cities, the Airport, its officers, employees, and insurers from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with Concessionaire's operation of the Concession, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Concessionaire, any subcontractor of Concessionaire, or any officer, director, shareholder, member, employee, representative, or agent of Concessionaire, or which arise out of any workers' compensation claim of any employee of Concessionaire or of any employee of any subcontractor of Concessionaire. Concessionaire agrees to investigate, respond to, and provide defense for and defend against any such liability, claims, or demands at the sole expense of Concessionaire and agrees to bear all other costs and expenses related thereto, including court costs and attorneys' fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

21. Attorneys' Fees. If any action is brought to recover any Base Concession Fees or Additional Concession Fees, or on account of any Event of Default or other breach of this Agreement, or for the recovery of the possession of the Premises, or otherwise, the prevailing party shall be entitled to recover from the other party, as part of prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment.

22. Insurance Requirements.

a. Policies. The Concessionaire and its subcontractors, if any, shall procure and keep in force during the duration of this Contract the following insurance policies and shall provide the Cities with a certificate of insurance evidencing upon execution of this Contract:

(i) Comprehensive general liability insurance insuring the Contractor and naming the Cities of Fort Collins and Loveland as additional insureds with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(ii) Workers' compensation insurance and all other insurance required by any applicable law. *(Note: if under Colorado law the Contractor is not required to carry workers' compensation insurance, the Contractor shall execute a Certificate of Exemption and Waiver, attached hereto as Exhibit B and incorporated herein by reference.)*

b. Requirements. Required insurance policies shall be with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the Cities. Said policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the Cities. The Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal the Contractor changes to "occurrence," the Contractor shall carry a six-month tail. Comprehensive general and automobile policies shall be for the mutual and joint benefit and protection of the Contractor and the Cities. Such policies shall provide that the Cities, although named as additional insureds, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of the Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage of the Cities.

c. Certificate of Insurance. The certificate of insurance provided to the Airport shall be completed by Concessionaire's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Airport prior to the commencement of the Agreement. The certificate shall identify this Agreement and shall provide the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty days prior written notice has been given to the Airport. Certificates of insurance shall be marked to identify this Agreement and shall be sent to:

Airport Director
Airport Administration Office
4900 Earhart Road
Loveland, CO 80538
Email: Airport@cityofloveland.org

23. Non-discrimination.

a. Concessionaire shall not discriminate against any employee or applicant for employment because of disability, race, age, color, national origin, religion, sexual orientation or gender. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government setting forth the provisions of the Equal Opportunity Laws.

b. Concessionaire shall not discriminate against any customer, guest, airport patron, employee or visitor because of race, color, religion, age, sex, disability, or national origin and shall treat all persons with dignity and respect. Failure to comply with this paragraph shall be an event of default.

24. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Concessionaires whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work.

a. Concessionaire hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien and that Concessionaire has participated or attempted to participate in the basic pilot employment verification program as defined in C.R.S. § 8-17.5-101(1) (“**Program**”) in order to verify that it does not employ illegal aliens.

b. Concessionaire shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or 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.

c. Concessionaire hereby certifies that it has verified or attempted to verify through participation in the Program that Concessionaire does not employ any illegal aliens and, if Concessionaire is not accepted into the Program prior to entering into this Agreement, that Concessionaire shall apply to participate in the Program every three (3) months until Concessionaire is accepted or this Agreement has been completed, whichever is earlier.

d. Concessionaire is prohibited from using Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Concessionaire obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Concessionaire shall be required to:

(i) notify the subcontractor and Airport within three (3) days that Concessionaire has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Concessionaire shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Concessionaire shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Article 17.5.

g. If Concessionaire violates this paragraph, the Airport may terminate this Agreement for breach of contract. If this Agreement is so terminated, Concessionaire shall be liable for actual and consequential damages to the Airport.

25. Compliance with C.R.S. § 24-76.5-103.

a. If Concessionaire is a natural person eighteen years of age or older, he/she must complete the affidavit attached to this Agreement as **Exhibit C** and attach a photocopy of the front and back of one of the valid forms of identification noted on Exhibit C.

b. If Concessionaire executes the affidavit stating that he/she is an alien lawfully present in the United States, City shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event City determines through such verification process that Concessionaire is not an alien lawfully present in the United States, City shall terminate this Agreement and shall have no further obligation to Concessionaire hereunder.

26. Data Security. Pursuant to C.R.S. §24-73-101, et seq., Concessionaire will destroy all paper and electronic documents containing personal identifying information within six months of termination of this agreement, unless otherwise required under the law. If other laws are applicable, such information will be securely destroyed to protect personal identifying information. Concessionaire shall implement and maintain reasonable security procedures that are appropriate to the nature of the personal identifying information disclosed or maintained and that is reasonably designed to help protect the information from unauthorized access, use, modification, disclosure, or destruction. If Concessionaire discovers or is informed of a security breach, Concessionaire will give the Airport notice

in the most expedient time and without unreasonable delay, no later than ten calendar days after it is determined a security breach occurred. Concessionaire shall cooperate with the Airport in the event of a security breach that compromises computerized data, if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Airport information relevant to the security breach.

27. Governmental Immunity Act. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

28. Colorado Open Record Act. Be advised that the City of Loveland is subject to section 24-72-201 *et seq.* of the Colorado Revised Statutes. If you object to the disclosure of any information in your statement of work or Exhibit A, you must provide a detailed written statement containing: a) The exact pages, paragraphs, or charts you believe should be withheld; b) the specific legal basis for that position. Please note that your objection will be considered, but is not binding on the City. The City is required to make a determination under the Colorado Open Records Act, and may only withhold documents that are confidential under the law.

29. Termination.

a. This Agreement may be terminated by the Concessionaire, Concessionaire may be entitled to an abatement or reduction of the Base Concession Fee or Additional Concession Fees hereunder, and Concessionaire may be entitled to quit all or any part of the Premises or be released from any obligations hereunder upon thirty (30) days prior written notice for the following reasons:

(i) Damage to all or a substantial part of the Premises not caused by Concessionaire;

(ii) Condemnation or other taking of all or a substantial part of the Premises;

(iii) Any limitation or prevention of, or any interference with, any use or possession of all or a substantial part of the Premises by the Airport;

(iv) Force majeure causing an inability to perform, due to factors beyond Concessionaire's control such as acts of God, flood, war, riot, fire, explosion, strikes, or acts of government which last for a period greater than one hundred eighty (180) days;

(v) Any final order or judgment by any court, administrative agency, or other governmental authority requiring such; or

(vi) Any material breach by the Airport as provided herein.

b. This Agreement may be terminated by the Airport upon thirty (30) days notice if any of the following occurs:

(i) Concessionaire fails to make any payment when due of Base Concession Fee or Additional Concession Fee; provided, however, Concessionaire shall have a grace period of five (5) business days within which to make such payment to the Airport; or

(ii) Concessionaire, while in possession of the Premises, files a petition for bankruptcy or insolvency or for reorganization under the Bankruptcy Act, or voluntarily takes advantage of such Act by answer or otherwise, or makes an assignment for the benefit of creditors;

(iii) If proceedings are instituted against Concessionaire under any bankruptcy or insolvency law or if a receiver or trustee is appointed for all or substantially all of Concessionaire's property, and such proceedings or receivership or trusteeship are not vacated or dismissed within thirty days after such institution or appointment.

(iv) The Airport may, as the non-breaching party, enter the Premises and Concession Facilities, remove any personal property, and store such property in a public warehouse or elsewhere at the cost of Concessionaire.

(v) Concessionaire fails to comply with any of the terms of this agreement.

c. **Events of Default.** Any of the following occurrences or acts shall constitute an "Event of Default" under this Agreement:

(i) Any event or occurrence identified as such in this Agreement, or any violation of the terms and conditions of this Agreement.

(ii) Three notices of default within any twelve-month period shall constitute conclusive evidence of repeated defaults and shall constitute a material breach of this Agreement.

30. Delivery after Termination. Concessionaire will deliver the Premises and any Airport Equipment thereon to the Airport at the termination of this Agreement in as good condition and state of repair as when received, except for ordinary wear and tear, or loss, and damage not otherwise caused by Concessionaire.

31. Cumulative Rights. No right or remedy is intended to be exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. The failure

of either party to insist at any time upon the strict performance of any covenant or to exercise any right contained in this Agreement shall not be construed as a future waiver. The Airport's receipt of any Base Concession Fee or Additional Concession Fees with knowledge of the breach of any covenant contained in this Agreement shall not be deemed a waiver of such breach. Neither party shall be deemed to have made any waiver of this or any provision of this Agreement unless expressed in writing and signed by such party.

32. Venue and Governing Law. Venue for any and all legal action regarding this Agreement shall lie in the District Court of Larimer County, Colorado, and this Agreement shall be governed by the laws of the State of Colorado and the Charter and Municipal Code of the City of Loveland.

33. Independent Contractor. For the purposes of defining Concessionaire's relationship with the Airport, it is understood and agreed that Concessionaire is an independent contractor and nothing herein contained shall constitute or designate Concessionaire or any of its employees or agents as agents or employees of the Airport, nor shall Concessionaire be deemed to be engaged in a partnership or joint venture with the Airport. **Concessionaire understands and agrees that Concessionaire is not entitled to nor shall it receive any City benefits, including vacation, worker's compensation, sick pay, or any other benefits from the Cities and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

34. Assignment. Neither Concessionaire nor Concessionaire's successors or assigns shall assign this Agreement, in whole or in part, nor shall this Agreement be assigned or transferred by operation of law or otherwise, without the prior consent in writing of the Airport in each instance. The sale or transfer of a controlling interest, or any interest in excess of twenty-five percent of the capital shares of Concessionaire or its assigns, or any merger which affects a similar transfer of a controlling interest in Concessionaire or its assigns, shall be deemed to be an assignment of this Agreement. If this Agreement is assigned or transferred, or the Premises are occupied by anyone other than Concessionaire, the Airport may, after default by Concessionaire, collect Concession fees from the assignee, transferee, or occupant and apply the net amount collected to the Concession fees reserved herein, but no such assignment, transfer, occupancy, or collection shall be deemed a waiver of any agreement, term, covenant, or condition of this Agreement, or the acceptance of the assignee, transferee, or occupant, or a release of Concessionaire from the performance of further performance by Concessionaire of the agreements, terms, covenants, and conditions hereof, and the party originally constituting Concessionaire under this Agreement shall continue liable under this Agreement in accordance with all the agreements, terms, covenants, and conditions of this Agreement. The consent by the Airport to an assignment or transfer shall not in any way be construed to relieve Concessionaire from obtaining the express consent in writing of the Airport to any further assignment or transfer.

35. Notices. All notices, demands and communications hereunder shall be personally served, emailed, or mailed via US Mail, postage pre-paid, as follows:

If to the Airport: Airport Director
Airport Administration Office
City of Loveland
4900 Earhart Road
Loveland, CO 80538
Email: Airport@cityofloveland.org

With copies to: City Attorney
City of Loveland
500 East Third Street
Loveland, CO 80537

If to Concessionaire: _____

Email: _____

Any notice given by mail shall be deemed delivered when sent via email or US Mail, postage prepaid and addressed as above, or when served personally at the applicable address.

36. Entire Agreement. This is the entire agreement between the parties and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or written, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of this writing.

37. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby. It is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

38. Appropriation Required. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Airport or the Cities of Fort Collins and Loveland, it shall be subject to annual appropriation pursuant to local and state laws and Article X, Section 20 of the Colorado Constitution. The Airport and the Cities of Fort Collins and Loveland shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

39. Acceptance Not Waiver. The approval by the Airport Director of any documents, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Concessionaire of responsibility for the quality or technical accuracy of the Services. The Airport Director's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the Airport or the Cities under this Agreement.

40. **Representative.** The Cities, through the Northern Colorado Regional Airport Commission designate the Airport Director as its project representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the representative. The Cities may change is designated representative by written notice to the Contractor.

41. **Electronic Signature.** This Agreement may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101 *et seq.*

42. **Counterpart Signatures.** The parties agree that counterpart signatures of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.

Signed by the parties on the date written above.

**Northern Colorado Regional Airport Commission
Acting on behalf of the City of Fort Collins and City of
Loveland**

By: _____
Jason Licon, Airport Director

ATTEST:

Secretary

APPROVED AS TO FORM:

Assistant City Attorney

Concessionaire

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Concessionaire Agreement was acknowledged before me this ____ day of _____, 2019 by _____.
(Insert name of individual signing on behalf of the Contractor)

S E A L

Notary's official signature

Commission expiration date

The City of Loveland and City of Fort Collins are committed to providing an equal opportunity for services, programs and activities and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. For more information on non-discrimination or for translation assistance, please contact the City of Loveland's Title VI Coordinator at TitleSix@cityofloveland.org or 970-962-2372. The City of Loveland will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, please contact the City of Loveland's ADA Coordinator at jason.smitherman@cityofloveland.org or 970-962-3319.

La Ciudad de Loveland y la Ciudad de Fort Collins están comprometidas a proporcionar igualdad de oportunidades para los servicios, programas y actividades y no discriminar en base a discapacidad, raza, edad, color, origen nacional, religión, orientación sexual o género. Para más información sobre la no discriminación o para asistencia en traducción, favor contacte al Coordinador Título VI de la Ciudad de Loveland al TitleSix@cityofloveland.org o al 970-962-2372. La Ciudad realizará las acomodaciones razonables para los ciudadanos de acuerdo con la Ley de Discapacidades para americanos (ADA). Para más información sobre ADA o acomodaciones, favor contacte al Coordinador de ADA de la Ciudad de Loveland en jason.smitherman@cityofloveland.org o al 970-962-3319.

Exhibit A

Cleanliness Standards

1. Concessionaire will maintain, at all times, food preparation, service areas, and all equipment, fixtures, paraphernalia, materials, utensils and other items therein, in a clean and sanitary manner. Concessionaire shall keep the Premises clear of broken glass, litter, debris, and garbage. Concessionaire shall dispose of any waste water or other waste fluid in the sanitary sewer. In the event waste fluids may not legally be disposed of in the sanitary sewer, Concessionaire is responsible for disposing of same in an appropriate and lawful manner.
2. Concessionaire shall comply with all applicable health and sanitation laws and regulations, including:
 - a. The sanitation code of the U.S. Food Service Industry as published by the National Restaurant Association.
 - b. All State of Colorado acts and regulations governing food service operations.
 - c. All applicable City and County public health/sanitation regulations.
 - d. Any specific guidelines established by the Manager.
 - e. All food must be prepared in a health department compliant commercial kitchen and certifications of shall be provided upon request.
3. At all times, Concessionaire shall permit and facilitate inspection of the food/beverage areas by the Airport and by public health/sanitation/building/fire authorities so authorized.
 - a. Concessionaire shall provide a copy of all health department inspections to the Director on the same day the inspection form was issued. All health department violations are to be corrected within the time period allowed by the health inspector or within forty-eight hours, whichever is sooner, unless approval for a delay is granted by the health department or the Director.
 - b. Failure to pass health inspections, unless all failures are corrected within forty-eight hours, is a material breach of this Agreement and may result in termination.
4. Concessionaire shall conduct inspections of the food service facilities once weekly. An inspection checklist shall be prepared and completed by Concessionaire for each inspection and the checklists shall be made available to the Director upon request. The inspection report shall include corrective measures taken or to be taken by Concessionaire. Concessionaire shall also conduct daily inspections and take immediate corrective measures in all areas of the Premises.

5. The Airport shall conduct random inspections of the food service facilities at any time, or as deemed necessary by the Airport. Concessionaire shall accompany the Airport's designated representative during the inspection.
6. Failure to comply with this section, after notice from the Airport, shall be an event of default.
7. Concessionaire and or designated staff shall clean the Premises and restrooms of trash and debris. This must be accomplished periodically during the time that concessions are open and once at the end of the operating day.
8. The Director or their designated representative will schedule Concession inspections every two weeks. Cleanliness standards will be mutually agreed upon between the Director and the Concessionaire. The Concessionaire and the Director will complete these on-site visits/inspections together. Any variance from agreed upon cleanliness standards should be addressed immediately by the Concessionaire – a follow-up inspection will be completed by the Director within three days of notification of the variance. If the same variance exists on the second inspection or if a variance continues to appear on subsequent visits or inspections, the coordinator has the right to close the stand until the variance is corrected on a permanent basis.

Facility and Equipment Maintenance

1. Concessionaire shall be responsible for the maintenance and/or repair, or replacement of all equipment and facilities for food and beverage handling, restaurant, and banquet facilities provided by the Concessionaire.
2. The Airport shall be responsible for maintenance, repair or replacement of electrical, plumbing, and sewer systems, HVAC, the exterior of the building, and parking lots. The Airport may, as it deems necessary, replace floor coverings that are worn or damaged by ordinary usage. However, floor coverings that are worn or damaged because of actions or omissions of Concessionaire shall be paid for by Concessionaire.
3. Failure to comply with this section, after notice from the Airport, shall be an event of default.

Custodial Maintenance

1. Concessionaire will be responsible for custodial maintenance of the concession area and any adjacent premises as a result of their activities.
2. The Airport shall be responsible for the areas outside of the identified concession areas and adjacent supporting facilities.
3. Concessionaire shall not discharge any grease into building drains and must keep all grease in proper containers for disposal. If grease is incorrectly disposed in the drain system, Concessionaire shall be responsible for cleaning or repairing drains or grease trap system

5. Failure to comply with this section, after notice from the Airport, shall be an event of default.

Menu and Pricing

1. Concessionaire shall plan and prepare an imaginative menu selection with an adequate variety of products, in consultation with the Airport.
2. Concessionaire shall adhere strictly to all pure food laws and regulation as adopted by the State of Colorado or the County Health Department. Food shall be prepared in such a way as to be acceptable to patrons. Hot food shall be hot and cold food shall be cold. The amount of food served shall be sufficient in relation to price and other services offered. Service shall be prompt, giving attention to the patrons' needs and promoting a friendly relationship. The food shall complement the facility and shall reflect the eating preferences of the patrons.

Failure to comply with this section, after notice from the Airport, shall be an event of default.

Employee Conduct and Appearance

1. Concessionaire shall be responsible for employment and compensation of its own employees. All employees shall provide prompt and courteous service to all customers and the general public. Concessionaire shall provide qualified supervision, competent staff, and numbers of employees necessary to maintain good service. Employees shall be clean and maintain appropriate clothing and appearance. Concessionaire shall enforce strict discipline and good order among employees at all times.
2. Failure to comply with this section, after notice from the Airport, shall be an event of default.

Customer Service

1. Complaints from Concession customers must be forwarded to the Airport Director, in writing, within one working day. All complaints, whether received by Concessionaire or the Airport, shall be reviewed by Concessionaire with the customer within forty-eight hours of the filing of the complaint. Concessionaire will provide a written report to the Director summarizing the result of the review, within five (5) business days of the review.

Exhibit B

DIRECTIONS:

- ✓ If the Contractor is NOT required under Colorado law to carry workers' compensation insurance and DOES NOT carry it, this exhibit MUST be completed and attached to the Contract.
- ✓ If the Contractor IS required under Colorado law to carry workers' compensation insurance and DOES carry it, this exhibit IS NOT REQUIRED and may be discarded.

The Contractor certifies to the Cities that it is not required to carry workers' compensation insurance under the Colorado Workers' Compensation Act. The Contractor acknowledges that it will be engaging in activities that may expose it to risk of bodily injury. The Contractor affirms that it is physically capable of performing the activities and that all necessary precautions to prevent injury to the Contractor and others will be taken. The Contractor shall not hold either of the Cities liable for any injuries that may arise during or resulting from the work performed under the Contract, and the Contractor shall defend, indemnify, and hold harmless the Cities from all such claims.

Contractor

By: _____

Title: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
 20____ by _____.
 (Insert name of individual signing on behalf of the Contractor)

Notary's official signature

Commission expiration date

S E A L

Exhibit C

DIRECTIONS:

- ✓ If the Contractor is an individual, this exhibit **MUST** be completed and attached to the Contract. A copy of a valid form of identification **MUST** be attached.

- ✓ If the Contractor is a corporation, partnership, or other legally-created entity, this exhibit **IS NOT REQUIRED** and may be discarded.

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that

(Check **one**):

_____ **I am a United States citizen.**
(Valid I.D. must be provided)

or

_____ **I am a legal permanent resident of the United States.**
(Alien registration number and valid I.D. must be provided)

or

_____ **I am lawfully present in the United States pursuant to federal law.**
(Alien registration number and valid I.D. must be provided)

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. § 18-8-503 and that it shall constitute a separate criminal offense each time a public benefit is fraudulently received. If I checked the second or third option above, I understand that my lawful presence in the United States will be verified through the Federal Systematic Alien Verification of Entitlement Program (SAVE Program).

Signature

C.R.S. 24-76.5-103

Date

Rev. 1-22-2016

Internal Use Only - Valid forms of identification

- Current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, or instruction permit. **
- Current Colorado identification card. **
- U.S. military card or dependent identification card.
- U.S. Coast Guard Merchant Mariner card.
- Native American tribal document.
- Original birth certificate from any state of the U.S.
- Certificate verifying naturalized status by U.S. with photo and raised seal.
- Certificate verifying U.S. citizenship by U.S. government (e.g., U.S. passport).
- Order of adoption by a U.S. court with seal of certification.
- Valid driver's license from any state of the U.S. or the District of Columbia excluding HI, IL, MD, NE, NM, UT, and WA.
- Valid immigration documents demonstrating lawful presence (e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card).

** Note: A Colorado driver's license or ID card with a black flag that indicates "not valid for federal identification, voting or public benefit purposes" requires additional verification.

Note: If an individual has identification (excluding driver's licenses) not included on this list, contact the Department Director. Also, a waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado driver's license or identification card.