



## County of Sonoma

### REQUEST FOR PROPOSALS (RFP)

The County of Sonoma is pleased to invite you to respond to a Request for Proposals for

### **AIRPORT FOOD AND BEVERAGE SERVICE KIOSK – GATE 2 AT THE CHARLES M. SCHULZ – SONOMA COUNTY AIRPORT.**

Proposals must be received no later than 3:00 P.M. on February 10, 2021.

#### **A. INTRODUCTION/PURPOSE**

Sonoma County, through the Charles M. Schulz – Sonoma County Airport (“Airport”), invites qualified businesses and individuals to submit a proposal to provide pre-packaged (aka grab-n-go) food and beverage service in the secure area of Gate 2. This location would serve departing passengers and airport personnel located in Gate 2. The beverage service may include the sale of alcohol with the appropriate State of California Alcohol Beverage Control license.

Proposals should provide sufficient information to fully describe the type of food and beverages offered for purchase, the price point range of products sold and the hours the kiosk will be open. The proposal shall be in accordance with the desired Airport goals and objectives listed in this Request for Proposal (RFP). Proposer may insert additional goals and objectives required by Proposer but not listed in this RFP.

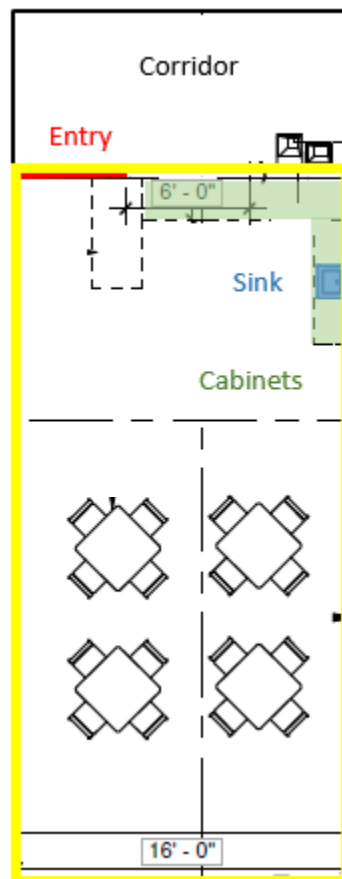
#### **1. AIRPORT BACKGROUND**

The Charles M. Schulz – Sonoma County Airport is a non-hub, commercial airport owned and operated by the County of Sonoma. The Airport is located approximately seven miles northwest of the center of Santa Rosa, California, and accommodates all phases of air transportation including scheduled air service and general aviation. The Airport is in the process of a terminal expansion that is scheduled to be completed in 2022. In 2020, prior to COVID-19, there were between 1,500 and 2,500 passengers moving through the terminal on a peak day at the Airport. The current average passenger count in September, 2020 was slightly over 570 per day and has been increasing steadily in October. The average number of departing passengers in September was approximately 290 a day.

In addition to a food and beverage concession, the Airport manages over 488 leases, operating agreements, hangars, other aviation-related concessions, and various land stewardship programs on and around the Airport.

## 2. PREMISES

The Airport has just completed an expansion of Gate 2 that includes four airline stations, post-security passenger waiting area, restrooms, a food and beverage kiosk and the TSA- controlled passenger screening area. The food and beverage kiosk area is approximately 500 square feet in size and is located just past the security screening area in Gate 2. The following diagram is the space plan (highlighted in yellow) of the food and beverage kiosk area.



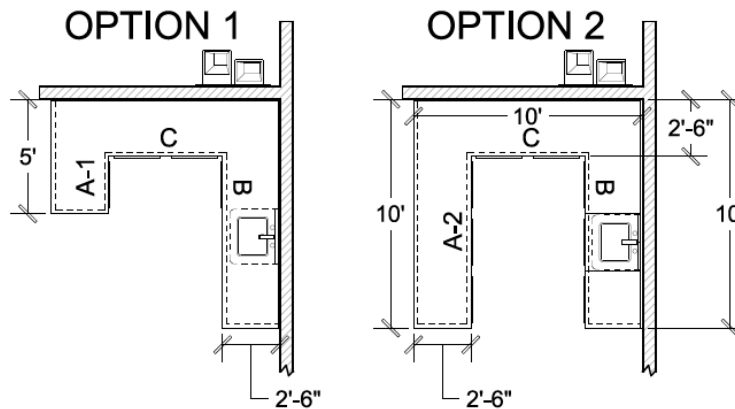
## 3. IMPROVEMENTS WITHIN THE PREMISES

The new food and beverage kiosk area in Gate 2 has minimal site improvements.

The following is a list of improvements that will be provided by the Airport or the Proposer:

Airport Provided Improvements	Proposer Provided Improvements
Base Cabinetry – Option 1 (see diagram below)	Additional cabinets beyond base provided by Airport – Option 2 (see diagram below).
Sink and faucet	Any special requirements required by Proposer. Sonoma Water may require a grease trap for the sink.
Tables and Chairs – the Proposer responsible for cleaning of the tables and chairs.	Additional tables and chairs beyond those provided by Airport.
N/A	Refrigeration equipment.
N/A	Beverage equipment.
N/A	Food equipment.

### BASE CABINETRY OPTIONS



The area is not equipped with specialized fire suppression equipment nor an exhaust system to accommodate the cooking of food. Proposer shall provide all other equipment necessary to run a first-rate food and beverage business.

#### 4. TERM OF LEASE AGREEMENT

The term of this lease is for one year and then a month-to-month tenancy for a total approximate length of eighteen (18) months. The duration cannot be extended because the kiosk area will be offered again in a comprehensive concession RFP later in the year that will include a longer term lease. We encourage the successful bidder of this RFP to participate in the upcoming bid that will include all Airport food and beverage locations, including the full-service restaurant, located in the terminal and gate areas.

#### 5. PERCENTAGE RENT AND MINIMUM GUARANTEE

The rent for the premises is ten-percent of gross sales of all products sold at the Airport or a minimum guarantee payment, whichever amount is greater. The minimum annual guarantee is

\$3,000.00 for the first year, which equates to \$250 per month. Proposer shall pay said minimum guarantee payment or ten (10) percent of sales, whichever is greater. When the month-to-month term begins, the monthly minimum guarantee payment of \$250.00 per month will continue and rent will be the minimum guarantee payment or ten (10) percent of sales, whichever is greater.

## 6. DESIRED GOALS AND OBJECTIVES

The response to this RFP should include the following goals and objectives:

- Provide a variety of fresh foods and hot/cold beverages desirable to the traveling public in Gate 2 of the Airport terminal in accordance with all federal, state, and local requirements. The kiosk should incorporate a regional theme (e.g. wine country, etc.)
- Provide excellent customer service to all patrons with a friendly professional staff while maintaining a clean and visually appealing atmosphere.
- Hours of operation of the food and beverage kiosk will accommodate all departing commercial flights seven days per week. Airline schedules are always changing and Proposer will adjust the operating hours of the kiosk to correspond with the most current Airline timetable. The current hours of all departing flights, as of the RFP release date are 8:10 am to 5:40 pm. There will be penalties associated with missed flights.
- Report monthly sales revenue in a timely and accurately manner.
- Obtain security badges. The Proposer, and all employees who will be located in the kiosk, will need to submit fingerprints and pass a TSA security background assessment prior to working in the kiosk.
- Operate within mandatory Transportation Security Administration (TSA) guidelines for a food and beverage business post-security. Guidance will be provided at award of RFP.
- Provide additional items appropriate to travelers (e.g. medicinal products, souvenirs, etc.) for purchase as selected by Proposer and approved by the Airport.

## B. STATEMENT OF REQUIREMENTS – SERVICES REQUIRED OF SUCCESSFUL PROPOSER

Proposals should provide sufficient information and fully describe the food and beverage service Proposer will provide in accordance with the desired Airport goals and objectives listed in this RFP. Proposer may insert additional goals and objectives, if any, required by Proposer. Proposers are also expected to supply a detailed description of services, if any, in which the Airport is expected to perform in conjunction with Proposer's scope of services.

In addition, Proposers must present evidence that they are fully competent and have the necessary amenities, experience, and resources to operate an airport food and beverage kiosk. The format and submittal requirements are listed in **Section I.4** of this RFP.

## C. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM

This RFP is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The proposer agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Proposer agrees to include the above statement in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

The Airport is currently administering a race-neutral Airport Concession Disadvantaged Business Enterprise (ACDBE) program requiring good faith efforts to reach its race-neutral goal, but the Airport is not establishing a contract-specific goal for this concession opportunity. The Airport's ACDBE non-car rental overall concession goal is .3% for federal fiscal years 2020-2022, and the Airport expects to meet its ACDBE participation goals entirely through race-neutral means. The Airport encourages all proposers to take active race/gender neutral steps to include ACDBE's, including but not limited to local ACDBE's, in this concession opportunity. Race/gender neutral steps include: subcontract work the proposer may self-perform, providing capital and bonding assistance, business development programs and providing technical assistance.

To facilitate the Airport's compliance, Proposer shall comply with all County's ACDBE requirements, as outlined in Attachment A – County of Sonoma Airport Concession Disadvantaged Business Enterprise (ACDBE) Program Requirements. Proposer must include Attachment B – ACDBE Race-Neutral Participation Listing to the Proposer's response to this solicitation even if there is no ACDBE participation.

The County encourages participation by all firms qualifying under this RFP regardless of business size or ownership.

## **D. FEDERAL SOLICITATION PROVISION**

### Title VI Solicitation Notice:

The Charles M. Schulz – Sonoma County Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Federal Fair Labor Standards Act (Federal Minimum Wage):

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

## Occupational Safety and Health Act Of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### E. SCHEDULE

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

<b>Date</b>	<b>Event</b>
January 5, 2021	Release Request for Proposals
January 26, 2021	Pre-Bid Conference & Virtual Site Tour at 3:00 p.m. (PST)
February 1, 2021	Proposer's Questions Due by 3:00 p.m. (PST)
February 5, 2021	County's Responses to Questions Due
February 10, 2021	Proposals Due by 3:00 p.m. (PST)
February 11, 2021	Proposals Evaluated by County
February 18, 2021	Interviews Conducted
February 25, 2021	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>

### F. PRE-PROPOSAL CONFERENCE

A mandatory virtual conference to discuss questions and a virtual site tour related to this RFP shall be held online, or by telephone, on January 26, 2021 at 3:00 pm (PST). Proposals will only be accepted from Proposers in attendance at this mandatory pre-proposal conference. Submittals from any entity not in attendance will be returned unopened and rejected as non-responsive. To receive an invitation to the online Zoom conference, register via email to [Lori.Schandel@sonoma-county.org](mailto:Lori.Schandel@sonoma-county.org). Please include FB Mandatory Conference in the subject portion of the email and then list your name, business name, contact telephone number in the body of the email. If all required information is received, an invitation to the January 26, 2021 mandatory conference will be sent to you. A request for an invitation must sent

via no later than January 26, 2021 at 10:00 am (PST) to be included in the mandatory conference; any emails received after 10:00 am (PST) on January 26, 2021 will be rejected. If you have specific questions or concerns about the accessibility of this mandatory virtual conference, please contact the STS ADA and Section 504 Coordinator, Adam Borovkoff via telephone at: (707) 565-7062 or by email at: [Adam.Borovkoff@sonoma-county.org](mailto:Adam.Borovkoff@sonoma-county.org).

## G. QUESTIONS

Proposers will be required to submit any and all questions in writing per the schedule in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential bidders through an addendum on the County's Supplier Portal and email notification. Questions should be sent via e-mail directly to [Lori.Schandel@sonoma-county.org](mailto:Lori.Schandel@sonoma-county.org). Questions will not be accepted by phone.

## H. CORRECTIONS AND ADDENDA

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal (or deliver them to the Charles M. Schulz – Sonoma County Airport, 2290 Airport Blvd, Santa Rosa, CA 95403, if the proposer has previously submitted a proposal to the Department). Any oral communication by the County's designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

## I. PROPOSAL SUBMITTAL

### 1. FORM

Proposers must submit one (1) electronic copy to the County of Sonoma's Supplier Portal. The link to the Supplier Portal is: [Sonoma County Supplier Portal](#). Hard copy, e-Faxed, and/or emailed submissions will not be accepted.

Note: Proposers must be registered to submit electronic proposals. See registration instructions on the Supplier Portal link above.

## 2. DUE DATE

Proposals must be received no later than the date and time listed in the schedule, or as revised by addendum. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.

## 3. GENERAL INSTRUCTIONS

To receive consideration, proposals shall be made in accordance with the following general instructions:

- a) The completed proposal shall be without alterations or erasures.
- b) No oral or telephonic proposals will be considered.
- c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.

## 4. PROPOSAL FORMAT AND CONTENTS

For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

### SECTION I – ORGANIZATIONAL INFORMATION

- Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private).
- Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party.
- Provide the name, telephone number, and email of the company's official representative for this RFP who will be the point-of-contact.
- Provide a description of your company's history, including the number of years in business and any changes in ownership within the past five (5) years.
- Indicate if you are an active registered ACDBE.

### SECTION II – QUALIFICATIONS AND EXPERIENCE

- Provide specific information concerning the firm's experience in the food and beverage industry.
- Provide the name of the manager who will be in charge of operations at the Airport.
- Provide the names, addresses, email addresses, and phone numbers of three references in regard to your ability to operate a food and beverage concession.
- Proposer must disclose any debarment or other disqualification as a supplier or vendor for any federal, state, or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.



### SECTION III –MENU AND OPERATIONS

- Provide a full description of all food and beverage items that will be sold in the kiosk and the price point for each item.
- Provide the types of payment you will accept and specify what payments you will not accept.
- Describe the level of quality control for your food and beverage items. What characteristics define this level of quality?
- Provide sample copies of the monthly revenue summary report(s) you would submit to the County.
- Submit a proposed weekly schedule, including the personnel assigned to each shift and day.
- If Proposer will sell alcohol beverages, describe how you will restrict the sale and/or access of alcoholic beverages to minors.
- Describe how you would comply with the County’s living wage ordinance.
- Describe your sustainable practices (e.g. recyclable items, environmentally friendly food packaging, etc.) for reducing waste.

### SECTION IV – IDENTIFICATION OF SUBCONTRACTORS

Proposers shall identify all subcontractors they intend to use for operating the food and beverage kiosk (this does not include suppliers – only subcontractors that will be located at the kiosk). For each subcontractor listed, Proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

### SECTION V – INSURANCE

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Agreement and also included in this solicitation as Attachment C. Securing this insurance is a condition of award for this contract.

### SECTION VI – ACCESSIBILITY STANDARDS

All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County’s Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

For any proposal that includes scope involving such website content, Proposers shall indicate their capacity and plan for compliance with these requirements.

### SECTION VII - ADDITIONAL INFORMATION

Include any other information you believe to be pertinent but not required.

### SECTION VIII – LEASE/AGREEMENT TERMS

Proposers must include a statement acknowledging their willingness to accept the sample lease/agreement terms (Attachment D) or identify specific exceptions to the sample agreement.

## J. SELECTION PROCESS

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience and professional qualifications of the bidding proposers.
2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list:
  - a. Demonstrated ability to operate a quality airport food and beverage concession;
  - b. Experience, qualifications and expertise;
  - c. Variety and suitability of food and beverages in an airport environment;
  - d. An active ACDBE registered vendor;
  - e. Willingness to accept the County's contract terms; and
  - f. Any other factors the evaluation committee deems relevant. When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.
4. The County Department Head in consultation with the Purchasing Agent reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
5. The County may, during the evaluation process, request from any Proposer additional information which the County deems necessary to determine the Proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted three (3) business days to submit the information requested.
6. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the Proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a Proposer on any item in a proposal that County believes to be in error.
7. The County reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the County and to award to only one submittal.
8. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.

9. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

## K. FINALIST INTERVIEWS

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

## L. GENERAL INFORMATION

### RULES AND REGULATIONS

1. The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
2. Sonoma County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.
3. The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County.
4. All proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation), the County Purchasing Agent or the Board of Supervisors.
5. Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider a proposer's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are

exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

6. The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
7. [Legal name of Proposer] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of Proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

#### **NON-LIABILITY OF COUNTY**

The County shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

#### **PROPOSAL ALTERNATIVES**

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

#### **LOBBYING**

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

#### **FORM OF AGREEMENT**

1. No agreement with the County shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.

2. A sample of the agreement is included as Attachment D hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. Indemnification language will not be negotiated.
3. Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
4. Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
5. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

#### **DURATION OF PROPOSAL; CANCELLATION OF AWARDS; TIME OF THE ESSENCE**

1. All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
2. Unless otherwise authorized by County, the selected consultant will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

#### **WITHDRAWAL AND SUBMISSION OF MODIFIED PROPOSAL**

A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

#### **M. PROTEST PROCESS**

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: [\*Protests and Appeals for Goods and Professional Services Procurements\*](#)

#### **N. LIVING WAGE**

The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract/franchise agreement. Without limiting the generality of the foregoing, the contractor/franchisee/economic development assistance recipient

expressly acknowledges and agrees that this contract/franchise/economic development assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is: <http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>

## **ATTACHMENTS**

Attachment A: ABCDE Program Requirements

Attachment B: Race Neutral Participation Listing Form

Attachment C: Insurance Requirements

Attachment D: Lease/Operating Agreement

**Attachment A**  
**Charles M. Schulz – Sonoma County Airport**  
**Airport Concession Disadvantaged Business Enterprise (ACDBE) Program**  
**Requirements**

A. Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

i. Race-Neutral ACDBE Participation

The Concessionaire is required to submit an ACDBE Race-Neutral Participation Listing to identify ACDBE subcontractor(s) proposed in the performance of this agreement, and further agrees to ensure that ACDBE subcontractors listed in the “ACDBE Race-Neutral Participation Listing” perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by the County of Sonoma (County) prior to the Prime Concessionaire effectuating any changes to its race-neutral ACDBE participation commitments. The Concessionaire is required to submit this form whether or not ACDBE subcontractors have been proposed.

Prime Concessionaire shall ensure the ACDBE information submitted shall include the North American Industry Classification System (NAICS) code applicable to the kind of work the ACDBE subcontractor(s) will perform on the contract.

In the event the Concessionaire commits to utilizing an ACDBE in the performance of this contract after contract award, the Concessionaire will comply with the same reporting requirements delineated above and submit an “ACDBE Race-Neutral Participation Listing” for new ACDBE commitments made after award and during contract performance.

ii. ACDBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), County has adopted an Airport Concession Disadvantaged Business Enterprise (ACDBE) Policy and Program, in conformance with Title 49 CFR part 23, “Participation by Disadvantaged Business Enterprises in Airport Concessions”.

The project is subject to these stipulated regulations. In order to ensure that County achieves its overall ACDBE Program goal, County encourages the participation of ACDBEs as defined in 49 CFR 23 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these regulations, it is also the policy of County to:

- a. Fulfill the spirit and intent of the Federal ACDBE Program regulations (“Regulations”) published under U.S. DOT Title 49 CFR, Part 23, by ensuring that ACDBE’s have equitable access to participate in all of County’s and identified Prime Concessionaire airport concession contracting opportunities.
- b. Ensure that ACDBEs can fairly compete for and perform on all concession contracts and subcontracts
- c. Ensure non-discrimination in the award and administration of County’s airport concession contracts.
- d. Create a level playing field on which ACDBEs can compete fairly for airport concession contracts.
- e. Ensure that only firms that fully meet 49 CFR, Part 23 eligibility standards are permitted to participate as ACDBEs in airport concession contracts.
- f. Help remove barriers to the participation of ACDBEs in airport concession contracts.

**Attachment A**  
**Charles M. Schulz – Sonoma County Airport**  
**Airport Concession Disadvantaged Business Enterprise (ACDBE) Program**  
**Requirements**

- g. Assist in the development of firms that can compete successfully in the marketplace outside the ACDBE Program.

Concessionaire will not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that is defined in 49 CFR Part 23, or elsewhere in the Regulations, will have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and County's ACDBE Program with respect to airport concession contracts, the Regulations will prevail.

iii. County' Race-Neutral ACDBE Policy Implementation Directives

Pursuant to Race-Neutral ACDBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving Co. v. Washington State Department of Transportation, County has implemented a wholly Race-Neutral ACDBE Program.

A Race-Neutral ACDBE Program is one that, while benefitting ACDBEs, is not solely focused on ACDBE firms. Therefore, under a Race-Neutral ACDBE Program, County does not establish numeric race-conscious ACDBE participation goals on its airport concession contracts. However, the Prime Concessionaire will adhere to race-neutral ACDBE participation commitment(s) made at the time of contract award.

iv. Definitions

The following definitions apply to the terms as used in these provisions:

- a. "Airport Concession Disadvantaged Business Enterprise (ACDBE)" means a concession that is a for-profit small business concern –
  - (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
  - (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
  
- b. "Socially and Economically Disadvantaged Individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –
  - (1) Any individual determined by a recipient to be a socially and economically disadvantaged individual on a case-by-case basis.
  - (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
    - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;



**Attachment A**  
**Charles M. Schulz – Sonoma County Airport**  
**Airport Concession Disadvantaged Business Enterprise (ACDBE) Program**  
**Requirements**

(iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

c. “Concession” means one or more of the types of for-profit businesses listed in paragraph (1) or (2) of this definition:

(1) A business, located on an airport subject to this part, that is engaged in the sale of consumer goods or services to the public under an agreement with the recipient, another concessionaire, or the owner or lessee of a terminal, if other than the recipient.

(2) A business conducting one or more of the following covered activities, even if it does not maintain an office, store, or other business location on an airport subject to this part, as long as the activities take place on the airport: Management contracts and subcontracts, a web-based or other electronic business in a terminal or which passengers can access at the terminal, an advertising business that provides advertising displays or messages to the public on the airport, or a business that provides goods and services to concessionaires.

(3) For purposes of this subpart, a business is not considered to be “located on the airport” solely because it picks up and/or delivers customers under a permit, license, or other agreement. For example, providers of taxi, limousine, car rental, or hotel services are not considered to be located on the airport just because they send shuttles onto airport grounds to pick up passengers or drop them off. A business is considered to be “located on the airport,” however, if it has an on-airport facility. Such facilities include in the case of a taxi operator, a dispatcher; in the case of a limousine, a booth selling tickets to the public; in the case of a car rental company, a

**Attachment A**  
**Charles M. Schulz – Sonoma County Airport**  
**Airport Concession Disadvantaged Business Enterprise (ACDBE) Program**  
**Requirements**

counter at which its services are sold to the public or a ready return facility; and in the case of a hotel operator, a hotel located anywhere on airport property.

(4) Any business meeting the definition of concession is covered by this subpart, regardless of the name given to the agreement with the recipient, concessionaire, or airport terminal owner or lessee. A concession may be operated under various types of agreements, including but not limited to the following:

- (i) Leases.
- (ii) Subleases.
- (iii) Permits.
- (iv) Contracts or subcontracts.
- (v) Other instruments or arrangements.

(5) The conduct of an aeronautical activity is not considered a concession for purposes of this subpart. Aeronautical activities include scheduled and non-scheduled air carriers, air taxis, air charters, and air couriers, in their normal passenger or freight carrying capacities; fixed base operators; flight schools; recreational service providers (e.g., sky-diving, parachute-jumping, flying guides); and air tour services.

(6) Other examples of entities that do not meet the definition of a concession include flight kitchens and in-flight caterers servicing air carriers, government agencies, industrial plants, farm leases, individuals leasing hangar space, custodial and security contracts, telephone and electric service to the airport facility, holding companies, and skycap services under contract with an air carrier or airport..

- d. “Concessionaire” means a firm that owns and controls a concession or a portion of a concession.
- e. “Joint Venture” means an association of an ACDBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the ACDBE is responsible for a distinct, clearly defined portion of the work of the contract and whose shares in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. Joint venture entities are not certified as ACDBEs.

v. Race-Neutral ACDBE Submission and Ongoing Reporting Requirements (Post- Award)

Concessionaire will complete and submit the following ACDBE form at the times specified:

“Monthly Race-Neutral ACDBE Subcontractors Paid Report Summary and Payment Verification: (Form 103).

**Attachment A**  
**Charles M. Schulz – Sonoma County Airport**  
**Airport Concession Disadvantaged Business Enterprise (ACDBE) Program**  
**Requirements**

If the Concessionaire is an ACDBE firm and/or has proposed to utilize ACDBE firms, the Concessionaire will be required to complete and submit a Form 103 to County designee by the 15<sup>th</sup> of each month until completion of the contract to facilitate reporting of race-neutral ACDBE participation, following the first month of contract activity. The Concessionaire will report the total dollar value paid to ACDBEs for the applicable reporting period. The Concessionaire will also report the ACDBE's scope of work and the total subcontract value of commitment for each ACDBE reported.

Concessionaire is advised not to report the participation of ACDBEs toward the Concessionaire's race-neutral ACDBE attainment until the amount being counted has been paid to the ACDBE.

Upon completion of the contract, the Concessionaire will be required to prepare and submit to County a "Race-Neutral ACDBE Subcontractor Paid Report Summary and Payment Verification" (Form 103) clearly marked "Final" to facilitate reporting and capturing actual ACDBE race-neutral attainments. Concessionaire will complete and submit a Final Form 103 whether or not ACDBEs were utilized in the performance of the contract.

Concessionaire is responsible for providing subcontractor's proof of ACDBE Certification.

Concessionaire and subcontractors are subject to periodic audits by County and or their designated representative. Program audits serve as a part of County assessing program compliance. The audit may include comprehensive review of program related forms, documents and procedures, including but not limited to site visits. The information presented for review shall be provided in an auditable manner.

vi. ACDBE Eligibility and Commercially Useful Function Standards

- a. An ACDBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- b. An ACDBE may participate as a prime concessionaire, subcontractor, or as a joint venture partner with a prime or subcontractor, or as a vendor of material or supplies.
- c. An ACDBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The ACDBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- d. ACDBEs must be certified by the California Unified Certification Program (CUCP). Listings of ACDBEs certified by the CUCP are available from the following sources:
  1. The CUCP website, accessed at [California ACDBE Certifying Agencies](#).
  2. The CUCP ACDBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; Telephone (916) 445-3520.

vii. ACDBE Crediting Provisions

**Attachment A**  
**Charles M. Schulz – Sonoma County Airport**  
**Airport Concession Disadvantaged Business Enterprise (ACDBE) Program**  
**Requirements**

- a. Count the total dollar value of gross receipts an ACDBE earns under a concession agreement and the total dollar value of a management contract or subcontract with an ACDBE toward the goal. However, if the ACDBE enters into a subconcession agreement or subcontract with a non-ACDBE, do not count any of the gross receipts earned by the non-ACDBE.
- b. When an ACDBE performs as a subconcessionaire or subcontractor for a non-ACDBE, count only the portion of the gross receipts earned by the ACDBE under its subagreement.
- c. When an ACDBE performs as a participant in a joint venture, count a portion of the gross receipts equal to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces toward ACDBE goals.
- d. Count the entire amount of fees or commissions charged by an ACDBE firm for a bona fide service, provided that, as the recipient, you determine this amount to be reasonable and not excessive as compared with fees customarily allowed for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial.
- e. Count 100 percent of the cost of goods obtained from an ACDBE manufacturer. For purposes of this part, the term manufacturer has the same meaning as in part 26, §26.55(e)(1)(ii).
- f. Count 100 percent of the cost of goods purchased or leased from an ACDBE regular dealer. For purposes of this part, the term “regular dealer” has the same meaning as in part 26, §26.55(e)(2)(ii).
- g. Count credit toward ACDBE goals for goods purchased from an ACDBE which is neither a manufacturer nor a regular dealer as follows:
  - (1) Count the entire amount of fees or commissions charged for assistance in the procurement of the goods, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the goods themselves.
  - (2) Count the entire amount of fees or transportation charges for the delivery of goods required for a concession, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of goods themselves.
- h. If a firm has not been certified as an ACDBE in accordance with the standards in this part, do not count the firm's participation toward ACDBE goals.

**Attachment A**  
**Charles M. Schulz – Sonoma County Airport**  
**Airport Concession Disadvantaged Business Enterprise (ACDBE) Program**  
**Requirements**

- i. Do not count the work performed or gross receipts earned by a firm after its eligibility has been removed toward ACDBE goals. However, if an ACDBE firm certified on April 21, 2005 is decertified because one or more of its disadvantaged owners do not meet the personal net worth criterion or the firm exceeds business size standards of this part during the performance of a contract or other agreement, the firm's participation may continue to be counted toward ACDBE goals for the remainder of the term of the contract or other agreement (but not extensions or renewals of such contracts or agreements).
- j. Do not count costs incurred in connection with the renovation, repair, or construction of a concession facility (sometimes referred to as the “build-out”).
- k. Do not count the ACDBE participation of car rental companies toward your ACDBE achievements toward this goal.

viii. Performance of ACDBE Subcontractors

ACDBE subcontractors listed by the Prime Concessionaire in its “ACDBE Race-Neutral Participation Listing” submitted at the time of proposal submission or added during performance of the contract will perform the work and supply the materials for which they are listed, unless the Concessionaire has received prior written authorization from County to perform the work with other forces or to obtain the materials from other sources.

The Concessionaire will provide written notification to County in a timely manner of any changes to its anticipated ACDBE participation. This notice should be provided prior to commencement of that portion of the work and the Prime Concessionaire shall demonstrate good faith efforts in continuing doing business with ACDBEs.

ix. Additional ACDBE Subcontractors

In the event Concessionaire identifies additional ACDBE subcontractors or suppliers not previously identified by Concessionaire for race-neutral ACDBE participation under the contract, Concessionaire will notify County by submitting the form “ACDBE Race-Neutral Participation Listing” to enable Concessionaire and County to capture all race-neutral ACDBE participation. Concessionaire will also submit, for each ACDBE identified after contract execution, a written confirmation from the ACDBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

x. ACDBE Certification Status

If a listed ACDBE subcontractor is decertified during the life of the project, the decertified subcontractor will notify the Concessionaire in writing with the date of decertification. The Concessionaire will furnish the written documentation to County in a timely manner.

xi. Concessionaire’s Assurance Clause Regarding Non-Discrimination

**Attachment A**  
**Charles M. Schulz – Sonoma County Airport**  
**Airport Concession Disadvantaged Business Enterprise (ACDBE) Program**  
**Requirements**

In compliance with State and Federal anti-discrimination laws, the Concessionaire will affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Concessionaire will affirm that they will consider, and utilize subcontractors and vendors, in a manner consistent with non-discrimination objectives.

Concessionaire (and each subcontract the Concessionaire signs with a subcontractor) must include the following assurance: The Concessionaire or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Concessionaire shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of Airport concession contracts. Failure by the Concessionaire to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

xii. Records Retention

Prime Concessionaire shall maintain all ACDBE program records, including a thorough and updated bidder's list.



# CHARLES M. SCHULZ – SONOMA COUNTY AIRPORT ATTACHMENT B

## ACDBE RACE-NEUTRAL PARTICIPATION LISTING

**CONCESSIONAIRE:** \_\_\_\_\_ **AGREEMENT #:** \_\_\_\_\_

**INSTRUCTIONS TO CONCESSIONAIRE:**

1. **THE CONCESSIONAIRE MUST EXECUTE AND SUBMIT THIS FORM ENTITLED “ACDBE RACE-NEUTRAL PARTICIPATION LISTING” TO COUNTY, EVEN IF NO ACDBE PARTICIPATION WILL BE REPORTED. IN THE EVENT OF NO ACDBE PARTICIPATION, CONCESSIONAIRE SHALL MARK “NONE” UNDER ACDBE FIRM NAME.**
2. **REFER TO “ACDBE CREDITING PROVISIONS” LISTED IN THE ACDBE PROGRAM REQUIREMENTS ATTACHMENT CONCERNING ACDBE RACE-NEUTRAL PARTICIPATION CREDITING.**
3. **THE CONCESSIONAIRE SHALL USE THE SAME FORM WHEN ADDING NEW ACDBE FIRMS AFTER CONTRACT AWARD.**

ACDBE Firm Name*:	ACDBE Certification No. and Expiration Date:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____ _____ _____												
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:												
Contact Person:														
Telephone:	Fax:													
License No., Classification and Expiration:														
Subcontract Amount:														
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Subcontractor (100%)</td> <td style="width: 25%;">Supplier (60%)</td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> <tr> <td>Regular Dealer (60%)</td> <td>Broker</td> <td></td> <td></td> </tr> <tr> <td>Manufacturer (100%)</td> <td></td> <td></td> <td></td> </tr> </table>	Subcontractor (100%)	Supplier (60%)			Regular Dealer (60%)	Broker			Manufacturer (100%)			
Subcontractor (100%)	Supplier (60%)													
Regular Dealer (60%)	Broker													
Manufacturer (100%)														

\*ACDBE certification letter must be attached for each proposed ACDBE firm. ACDBEs must be certified on the proposal due date.



# CHARLES M. SCHULZ – SONOMA COUNTY AIRPORT ATTACHMENT B

ACDBE Firm Name*:	ACDBE Certification No. and Expiration Date:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____ _____ _____									
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 33%;">Subcontractor (100%)</td> <td style="width: 33%;">Supplier (60%)</td> <td style="width: 33%;"></td> </tr> <tr> <td>Regular Dealer (60%)</td> <td>Broker</td> <td></td> </tr> <tr> <td>Manufacturer (100%)</td> <td></td> <td></td> </tr> </table>	Subcontractor (100%)	Supplier (60%)		Regular Dealer (60%)	Broker		Manufacturer (100%)		
Subcontractor (100%)	Supplier (60%)										
Regular Dealer (60%)	Broker										
Manufacturer (100%)											
Contact Person:											
Telephone:	Fax:										
License No., Classification and Expiration:											
Subcontract Amount:											

\*ACDBE certification letter must be attached for each proposed ACDBE firm. ACDBEs must be certified on the proposal due date.

ACDBE Firm Name*:	ACDBE Certification No. and Expiration Date:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____ _____ _____									
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 33%;">Subcontractor (100%)</td> <td style="width: 33%;">Supplier (60%)</td> <td style="width: 33%;"></td> </tr> <tr> <td>Regular Dealer (60%)</td> <td>Broker</td> <td></td> </tr> <tr> <td>Manufacturer (100%)</td> <td></td> <td></td> </tr> </table>	Subcontractor (100%)	Supplier (60%)		Regular Dealer (60%)	Broker		Manufacturer (100%)		
Subcontractor (100%)	Supplier (60%)										
Regular Dealer (60%)	Broker										
Manufacturer (100%)											
Contact Person:											
Telephone:	Fax:										
License No., Classification and Expiration:											
Subcontract Amount:											

\*ACDBE certification letter must be attached for each proposed ACDBE firm. ACDBEs must be certified on the proposal due date.





# CHARLES M. SCHULZ – SONOMA COUNTY AIRPORT ATTACHMENT B

ACDBE Firm Name*:	ACDBE Certification No. and Expiration Date:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____ _____ _____									
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 33%;">Subcontractor (100%)</td> <td style="width: 33%;">Supplier (60%)</td> <td style="width: 33%;"></td> </tr> <tr> <td>Regular Dealer (60%)</td> <td>Broker</td> <td></td> </tr> <tr> <td>Manufacturer (100%)</td> <td></td> <td></td> </tr> </table>	Subcontractor (100%)	Supplier (60%)		Regular Dealer (60%)	Broker		Manufacturer (100%)		
Subcontractor (100%)	Supplier (60%)										
Regular Dealer (60%)	Broker										
Manufacturer (100%)											
Contact Person:											
Telephone:	Fax:										
License No., Classification and Expiration:											
Subcontract Amount:											

\*ACDBE certification letter must be attached for each proposed ACDBE firm. ACDBEs must be certified on the proposal due date.

ACDBE Firm Name*:	ACDBE Certification No. and Expiration Date:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____ _____ _____									
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 33%;">Subcontractor (100%)</td> <td style="width: 33%;">Supplier (60%)</td> <td style="width: 33%;"></td> </tr> <tr> <td>Regular Dealer (60%)</td> <td>Broker</td> <td></td> </tr> <tr> <td>Manufacturer (100%)</td> <td></td> <td></td> </tr> </table>	Subcontractor (100%)	Supplier (60%)		Regular Dealer (60%)	Broker		Manufacturer (100%)		
Subcontractor (100%)	Supplier (60%)										
Regular Dealer (60%)	Broker										
Manufacturer (100%)											
Contact Person:											
Telephone:	Fax:										
License No., Classification and Expiration:											
Subcontract Amount:											

\*ACDBE certification letter must be attached for each proposed ACDBE firm. ACDBEs must be certified on the proposal due date.

<b>Concessionaire:</b>		<b>Agreement No.:</b>	
<b>Contact Name:</b>		<b>Total Contract Amount:</b>	\$
<b>Title:</b>			
<b>Address:</b>		<b>ACDBE Race Neutral Participation Value (% of Total Contract Value):</b>	
<b>City/State/Zip:</b>			
<b>Phone:</b>			
<b>Fax:</b>			

**ACDBE RACE-NEUTRAL PARTICIPATION CREDITING PROVISIONS:**

Identify all ACDBE firms participating in the contract, regardless of tier. Names of the ACDBE Subcontractors and their respective item(s) of work listed above should be consistent, where applicable, with the names and items of work for subcontractors listed in your proposal. Provide copies of ACDBE subcontract agreements, and if applicable, copies of joint venture agreements.

1. Enter ACDBE prime and subcontractors' certification numbers. Prime contractors shall indicate all work to be performed by ACDBEs, including work performed by its own forces.
2. If 100% of a work item is not to be performed or furnished by an ACDBE, describe the exact portion of the item to be performed or furnished by the DBE.
3. Refer to "ACDBE Crediting Provisions" and 49 CFR 23.55: "Counting ACDBE Participation" for ACDBE calculating and crediting provisions.

---

Signature of Authorized Representative

Printed Name

---

Date

Title

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**

**1. Workers Compensation and Employers Liability Insurance**

- a. Required if Operator has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
  - i. Subrogation waiver endorsement, and
  - ii. Certificate of Insurance

If Operator currently has no employees, Operator agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Operator maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Operator.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Operator is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Operator has a claim against the insurance or is named as a party in any action involving the County.
- d. Sonoma County, its agents, officers and employees shall be additional insureds for liability arising out the ownership, maintenance or use of that part of the premises leased to Operator (ISO endorsement CG 20 11 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- g. The policy shall cover inter-insured suits between County and Operator and include a "separation of insureds" or "severability" clause which treats each insured separately.

**h. Required Evidence of Insurance:**

- i.** Copy of the additional insured endorsement or policy language granting additional insured status, and
- ii.** Certificate of Insurance.

**3. Property Insurance for Business Personal Property and Operator's Improvements**

- a.** Property insurance on a "special form" or "all risks" basis.
- b.** Minimum Limit: the full current combined replacement cost of Operator's Business Personal Property and Operator's improvements.
- c.** The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- d.** Operator shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Operator is responsible for any deductible or self-insured retention.
- e. Required Evidence of Insurance:** Certificate of Property Insurance or Evidence of Commercial Property Insurance.

**4. Liquor Liability Insurance (Required if alcohol will be available or sold on the Premises)**

- a.** Minimum Limits: \$1,000,000 for each Common Cause or Occurrence; \$1,000,000 aggregate.
- b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Operator is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Operator has a claim against the insurance or is named as a party in any action involving the County.
- c. Required Evidence of Insurance:** Certificate of Insurance.

**5. Increases in Limits of Insurance**

County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.

**6. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance fund, shall have an A.M. Bests rating of at least A:VII.

**7. Documentation**

- a.** The Certificate of Insurance must include the following reference: Sonoma County Airport, Gate Two F&B Kiosk, 2200 Airport Blvd., Santa Rosa, CA 95403.

- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Operator agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: Charles M. Schulz – Sonoma County Airport, Attn: Airport Manager, 2290 Airport Blvd, Santa Rosa, CA 95403.
- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** Operator shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

#### **8. Policy Obligations**

Operator's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### **9. Breach**

If Operator fails to maintain insurance, which is required pursuant to this Agreement, it shall be deemed a material Breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Operator resulting from said breach. Alternatively, County may purchase such required insurance and Operator shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

1 **ATTACHMENT D**

2  
3 **CONCESSION OPERATOR**  
4 **AGREEMENT**

5  
6  
7 This Agreement dated as of \_\_\_\_\_, 20\_\_ (“Effective Date”) is made by and  
8 between the County of Sonoma, a political subdivision of the State of California (“County”) and  
9 \_\_\_\_\_ (“Operator”). County and Operator are sometimes collectively  
10 referred to herein as the “Parties.”

11  
12 **RECITALS**

13  
14 This Agreement is made with reference to the following facts and objectives:

15  
16 A. County is owner and proprietor of the Charles M. Schulz - Sonoma County Airport  
17 (“Airport”) located in Sonoma County, State of California, and operates the same for the  
18 promotion, accommodation, and development of air commerce and transportation.

19  
20 B. Operator is engaged in the management and operation of a food and beverage  
21 organization serving the public and desires authorization to conduct such business at the Airport.

22  
23 C. Operator is prepared, equipped, and qualified to maintain a food and beverage retail  
24 concession located in the Airport’s confined area for outbound passengers that is controlled  
25 through the security screening of persons and property and provides passengers access to boarding  
26 aircraft (Sterile Area) at the Airport for retail sales.

27  
28 D. County believes it is important to the proper operation of the Airport that quality  
29 food and beverages be available for purchase by air passengers in the Sterile Area within the Gate  
30 Two Structure, departing from the Airport, and desires to grant permission for Operator to utilize  
31 a portion of the Sterile Area within the Gate Two Structure for use of same.

32  
33 **AGREEMENT**

34  
35 **1. PREMISES**

36  
37 County grants to Operator the right to conduct its operations as follows:

38 An \_\_\_\_\_ (xxx) square foot portion of the Sterile Area within the Gate Two  
39 Structure of the Airport , as shown on **Exhibit “A” – Premises** attached hereto and made a part  
40 hereto (Premises), that allows for Operator’s use and occupancy to operate a food and beverage  
41 concession.

1  
2 The Premises are newly constructed and offered in their current “as is” condition to  
3 Operator. Operator will:

- 4 • Use a protective floor barrier to protect the current flooring installed in the  
5 Premises, subject to the approval of the Airport Manager prior to installation.
- 6 • Utilize current electrical service with no guarantee, warranties or statement of  
7 suitability and/or reliability as to Operator’s requirements for service. If said  
8 electrical service is not adequate for Operator’s use, Operator shall, at its own  
9 expense, install new electrical service that is separate from the existing service. At  
10 the sole option of County, the Operator may be required to install a metering  
11 device, at Operator’s expense, and pay for Operator’s proportionate share of  
12 electrical service used for the Premises.

13  
14 If additional improvements are desired by Operator, Operator will submit plans and/or  
15 drawings of any and all improvements. Such plans will be approved by the Airport Manager in  
16 writing in advance of permits and/or the construction of improvements. The Premises are subject  
17 to current building codes and Operator agrees to conform to all laws, rules and regulations.  
18 Operator shall obtain building permits, if required, for any and all alterations to the Premises.

19  
20 **2. OBLIGATIONS OF OPERATOR TO OPERATE A FOOD AND BEVERAGE**  
21 **CONCESSION IN THE STERILE AREA AT THE AIRPORT**

22  
23 Operator agrees to provide a food and beverage concession at the Airport in accordance  
24 with this Agreement and shall operate in the Premises, as provided herein, for the term of this  
25 Agreement and for no other use or purpose.

26  
27 **A. Activities at Airport**

28  
29 Operator shall engage in the following activities at the Airport:

30  
31 (1) Operator’s Premises in the Sterile Area within the Airport Gate Two Structure shall  
32 only be used for retail operation of pre-packaged food, beverages, first-aid items, travel  
33 convenience items and authentically licensed and approved Airport merchandise. All items to be  
34 placed in the Sterile Area, including those items offered for sale after the commencement of this  
35 Agreement, must be preapproved, in writing, by the Transportation Security Administration (TSA)  
36 and Airport. Operator may not bring TSA prohibited items into the Sterile Area, a list of which  
37 may be found online at [www. http://www.tsa.gov/traveler-information/prohibited-items](http://www.tsa.gov/traveler-information/prohibited-items).

38  
39 (2) Operator shall operate the retail operation in a first-class manner, in accordance  
40 with the highest standards for this type of service within the travel industry and meet all applicable

1 local, state and federal requirements and laws for operating a food and beverage establishment at  
2 the Airport. Service shall be prompt, clean, courteous, efficient, otherwise of superior quality, and  
3 exceptional to meet all reasonable demands for such service at the Airport.

4  
5 (3) Operator, at its own cost and expense, shall at all times maintain an adequate  
6 number of food and beverage items to reasonably meet the public demand therefore.

7  
8 (4) Operator, at its own cost and expense, shall provide in the Gate Two Structure  
9 Sterile Area all equipment, fixtures, decorations, materials and supplies which Operator may need  
10 to conduct operations in a business-like manner, all of which shall be of high quality, safe, modern  
11 in design, attractive in appearance and in keeping with the general architecture and decor of the  
12 Airport Gate Two Structure's facilities, and all of which shall be subject to written approval of the  
13 Airport Manager prior to installation.

14  
15 (5) Hours of Operation. Operator's food and beverage concession in the Sterile Area  
16 shall remain open to serve the public seven (7) days per week during prior to all outbound  
17 commercial flights at the Airport. Operator shall open and commence operations at least one (1)  
18 hour prior to the airline(s) outbound scheduled departures, which may be modified by the airline(s)  
19 from time to time, and remain open until all passengers have exited the Sterile Area. Operating  
20 hours of the food and beverage concession are listed in **Exhibit "B" -- Security Procedures and**  
21 **Security Plan** and shall be modified **in writing** from time to time.

22  
23 Operator shall be open and operational for food and beverage service for all outbound  
24 flights from the Airport. If Operator does not maintain a ninety-five percent (95%) compliance (or  
25 better) in providing food and beverage service to all outbound flights from the Airport during every  
26 thirty (30)-day period, then Operator is subject to damages as described below.

27  
28 (a) Liquidated Damages. The parties hereby agree and acknowledge that the  
29 unavailability of Operator's services for food and beverage operations is detrimental to the  
30 reputation and efficient function of the Airport, and will cause damage to the business of the  
31 Airport in the form of lost customers and lost revenue. The parties further agree that calculation of  
32 the monetary loss to County that will occur as a result of such unavailability of Operator's services  
33 to air travelers is impracticable. If, upon review of Operator's working hours by the County, it is  
34 determined by the County that Operator's working hours were not sufficient to achieve the  
35 aforementioned ninety-five percent (95%) compliance rate, County shall provide Operator a  
36 written warning that failure to rectify such insufficient hours of operation within thirty (30) days  
37 of notice ("Grace Period") shall result in the accrual of liquidated damages pursuant to this section.

38  
39 County and Operator agree that the amount of \$100.00 per occurrence of the closure  
40 of Operator's food and beverage operations during any regularly scheduled hours, as outlined in



1 **Exhibit “B” -- Security Procedures and Security Plan**, is a reasonable estimate of the actual  
2 damages to County arising out of that failure. Operator shall pay to County, as additional rent, the  
3 amount of \$100.00 per occurrence of the closure of Operator’s food and beverage concession  
4 during the regularly scheduled hours that occurs after the Grace Period, due and owing on a  
5 monthly basis. The imposition of liquidated damages by the County pursuant to this section is in  
6 addition to any other remedies set forth in this Agreement and shall not prevent County from  
7 exercising its right to declare Operator in default pursuant to Section 24, “Termination for Non-  
8 Performance or Violation”. County and Operator agree that if Operator continually operates its  
9 business during all regularly scheduled hours for a period of three (3) months after incurring a  
10 penalty, then County shall again commence with a written warning followed by the Grace Period  
11 before liquidated damages are again assessed to Operator.

12  
13 By their initials below, each party acknowledges they have read and understand the  
14 provision of this section and acknowledges and agrees that the liquidated damages set forth herein  
15 are a reasonable estimate of the actual loss to County they are intended to represent.

16  
17  
18 \_\_\_\_\_  
**Operator**

19 \_\_\_\_\_  
**County**

20 (6) Personnel.

21  
22 (a) Operator shall at all times maintain a qualified, competent and experienced staff  
23 that shall be authorized to represent Operator. Each employee that will operate the food and  
24 beverage concession in the Sterile Area will be required to successfully complete the security  
25 requirements as outlined in **Exhibit “B” -- Security Procedures and Security Plan** of this  
26 Agreement.

27  
28 (b) Operator's employees shall be courteous, efficient, and neat and clean in  
29 appearance. Operator shall not employ any persons in or about the Airport who shall use improper  
30 language or act in a loud or boisterous or otherwise improper manner. Upon written notification  
31 to Operator that any person employed by Operator at the Airport, is, in the County's opinion,  
32 disorderly, discourteous, unkempt, or otherwise unsatisfactory, immediate and appropriate  
33 corrective action shall be taken by Operator to ensure that such unsatisfactory and unacceptable  
34 conduct does not reoccur.

35  
36 (c) Operator and Operator’s employees entering into the Premises shall be required  
37 to attend mandatory fire extinguisher handling and operation training prior to commencing  
38 business. Said training is provided by the Airport and at no cost to the Operator. Operator is  
39 responsible to schedule such training for each new employee during the term of this Agreement.

1                   **B. Prohibited Activities at Airport**  
2

3                   (1) Parking. Operator shall not permit or allow any vehicles that belong to or are  
4 controlled by Operator or Operator’s employees, suppliers, shippers, customers, or invitees to be  
5 loaded or unloaded in areas other than those designated by Airport for that particular activity.  
6

7                   (2) Operator shall not allow or permit any person or object to enter into the Sterile Area  
8 in violation of Airport’s security policy or by law that is not interrelated with Operator’s activities  
9 allowed under this Agreement.  
10

11                   **3. NONEXCLUSIVE USE**  
12

13                   Operator shall have no exclusive rights under this Agreement. County may at any time  
14 negotiate with and enter into agreements including concession agreements with other vendors,  
15 individuals or entities engaging in food and beverage activity in or around the Airport including  
16 the Sterile Area.  
17

18                   **4. TERM**  
19

20                   The term of this Agreement shall be one (1) year commencing \_\_\_\_\_, 2021.  
21 After the year term, this agreement shall then change to a month-to-month tenancy. After the initial  
22 year term, this Agreement may be cancelled, without cause, by either party by given thirty (30)  
23 day written notice to the other party. This Agreement may also terminate in accordance with  
24 Section 24, “Termination for Non-Performance or Violation”.  
25

26                   **5. CONCESSION FEES**  
27

28                   **A. Minimum Annual Guarantee and Percentage Fee.** Operator shall pay to County  
29 as compensation for the concession privileges granted under the Agreement the greater of the  
30 Minimum Annual Guarantee or a Percentage Fee equal to ten percent (10%) of the Gross Receipts  
31 derived by Operator from operations authorized by this Agreement.  
32

33                   (1) Minimum Annual Guarantee (MAG). The MAG for this Agreement shall  
34 be Three Thousand and no/100 Dollars (\$3,000.00). For any period of less than one (1) calendar  
35 year that this Agreement shall be in effect, the MAG shall be calculated on a pro rata basis. Upon  
36 the start of the month-to-month tenancy, the monthly minimum payment shall be \$250.00.  
37

38                   (2) Percentage Fee. The Percentage Fee during the term of this Agreement shall  
39 be calculated as ten percent (10%) of Gross Receipts from all business operations conducted on  
40 the Premises in accordance with Section 6. “Definition of Gross Receipts” of this Agreement.

1  
2           **B. Payment of MAG, Percentage Fee, and Other Fees.** All payments and fees shall  
3 be due and payable monthly in accordance with the provisions of Section 8. “Payment Procedure”  
4 of this Agreement.

5  
6           **6. DEFINITION OF GROSS RECEIPTS**

7  
8           **A. Gross Receipts** Gross Receipts shall include, but shall not be limited to, any and all  
9 revenues received or derived by the authorized items under Section 2, “Obligations Of Operator  
10 To Operate A Food And Beverage Concession In The Sterile Area At The Airport” and that are  
11 amended from time to time.

12  
13           **B. Gross Sales** shall not be reduced by bank charges, uncollected or uncollectible credit  
14 accounts, charges made by collection agencies, bad debt losses, or any commission or other  
15 amount paid out or rebated by the Operator in respect to any rental or sale of goods or services.

16  
17           **C. Exclusion from Gross Receipts.** Each exclusion from Gross Receipts shall be  
18 segregated in the Operator's monthly statement of gross receipts. The following are the only  
19 exclusions to the definition of Gross Receipts allowable under this Agreement:

20  
21           (1) Any taxes now or hereinafter levied or imposed by any local, state, or federal law  
22 and paid by the customer and which are directly payable to the taxing or tax collecting authority  
23 by the Operator.

24  
25           (2) Sums received as insurance or otherwise for damage to inventory or other property  
26 of Operator.

27  
28           (3) Any sums received from the disposal of furniture, fixtures, equipment, and  
29 inventory.

30           (4) Any California Redemption Value fee imposed on certain recyclable beverage  
31 containers.

32  
33           (5) Employee or Airport staff discounts or rebates, but only to the extent that Operator  
34 provides auditable proof to the County that the discounts or rebates are specifically attributable to  
35 customers at the Airport.

36  
37           (6) Gratuities received in the ordinary course of business.

38  
39           **D.** Each transaction made on installment or credit shall be treated as a transaction for the  
40 full price in the month during which such charge or transaction occurs, regardless of when the

1 Operator receives payment, whether full or partial.  
2

3 E. In no event shall the Operator's Gross Sales from any transaction be negative in any  
4 revenue category for purposes of this Agreement.  
5

6 F. Operator may pass thru the 10% concession fee to its customers, and may “gross up”  
7 the concession fee pass thru because concession fee revenue is included as Gross Receipts per  
8 Section 6.A. “Gross Receipts” of this Agreement.  
9

10 **7. PAYMENT PROCEDURE**  
11

12 A. **MAG.** Except as provided in sub-section 8.(B)(3) below, one-twelfth (1/12<sup>th</sup>) of the  
13 MAG is due and payable on the first (1<sup>st</sup>) day of each calendar month during this Agreement, and  
14 is delinquent if not paid within five (5) calendar days of when due and payable.  
15

16 B. **Monthly Statement of Gross Receipts and Percentage Fee Payment.** On or before  
17 the twentieth (20<sup>th</sup>) day of each following month during the Term of this Agreement, Operator  
18 shall deliver to County correct statements and all applicable fees as follows:  
19

20 (1) Operator shall submit a statement of gross receipts in accordance with Section 6  
21 “Definition of Gross Receipts” of this Agreement for the preceding month. The statement  
22 shall be prepared and signed by Operator or his/her designated agent, and shall indicate:  
23

- 24 (a) One-twelfth (1/12<sup>th</sup>) of the MAG payment;
- 25 (b) The total Gross Receipts for the preceding month;
- 26 (c) The Percentage Fee calculated for the total Gross Receipts for the preceding  
27 month (exclusions from Gross Receipts shall be itemized); and,
- 28 (d) The total amount of fees due for the preceding month.  
29

30 (2) **Monthly Payment.** Each monthly payment shall include the greater of the  
31 following two amounts: the Percentage Fee computed for the preceding month or one-  
32 twelfth (1/12<sup>th</sup>) of the MAG. The monthly Percentage Fee payment is due and payable on  
33 the twentieth (20<sup>th</sup>) day of each following calendar month during the Term of this  
34 Agreement, and delinquent if not paid within five (5) days of when due and payable.  
35

36 (3) **Cumulative MAG and Percentage Fee.** Once the cumulative MAG monthly  
37 payment and the Percentage Fee monthly payment aggregate to the total MAG for the  
38 applicable year of the Agreement, only the Percentage Fee shall be paid for the balance of  
39 the year. This procedure eliminates the need for an annual reconciliation of the MAG and  
40 the Percentage Fee.

1  
2           **C. Place of Payment and Filing.** Payments, together with the statements and records  
3 required herein shall be delivered to and filed with:

4  
5                               Charles M. Schulz – Sonoma County Airport  
6                               Attn: Airport Manager  
7                               2290 Airport Blvd.  
8                               Santa Rosa, CA 95403  
9                               Email: [stsaccountsreceivable@sonoma-county.org](mailto:stsaccountsreceivable@sonoma-county.org)  
10  
11

12                       County may change the designated place of payment and filing at any time upon  
13 ten (10) days written notice to Operator. Fee and charge payments may be made by check payable  
14 to the County of Sonoma. Operator assumes all risk of loss if payments are made by mail.  
15

16           **D. Form of Payment.** All fees and charges shall be paid in lawful money of the United  
17 States of America, without offset or deduction or prior notice or demand. No payment by Operator  
18 or receipt by County of a lesser amount than the fees and charges due shall be deemed to be other  
19 than on account of the fees and charges due, nor shall any endorsement or statement on any check  
20 or any letter accompanying any check or payment as fees or charges be deemed an accord and  
21 satisfaction, and County shall accept such check or payment without prejudice to County's right to  
22 recover the balance of said fees or charges, or pursue any other remedy in this Agreement.  
23

24           **E. Charge for Late Payment.** Operator hereby acknowledges that the late payment  
25 of fees or any other sums due hereunder will cause County to incur costs not contemplated by this  
26 Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include,  
27 but are not limited to, costs such as administrative processing of delinquent notices, increased  
28 accounting costs, etc.  
29

30                       Accordingly, if any payment of fees as specified in Section 5, “Concession Fees” of this  
31 Agreement, or of any other sum due County is not received by County by the due date as specified  
32 above in this section, a late charge of ten percent (10%) of the payment due shall be added to the  
33 payment, and the total sum shall become immediately due and payable to County.  
34

35                       Operator and County hereby agree that such late charges represent a fair and reasonable  
36 estimate of the costs that County will incur by reason of Operator's late payment. Acceptance of  
37 such late charges (and/or any portion of the overdue payment) by County shall in no event  
38 constitute a waiver of Operator's default with respect to such overdue payment, or prevent County  
39 from exercising any of the other rights and remedies granted hereunder.  
40  
41

1           **8. RECORDS AND ACCOUNTS**  
2

3           **A. Records.** Operator shall, at all times during the term of this Agreement, keep or cause  
4 to be kept true and complete books, records, controls and accounts of all financial transactions in  
5 the operation of all business activities, to be supported by source documents such as sales slips,  
6 cash register tapes, purchase invoices or other pertinent documents.  
7

8           **B. The Accounting Year.** The accounting year shall be twelve (12) calendar months  
9 commencing on the first day of July and ending on the last day of June the following year,  
10 corresponding to the County’s fiscal year.  
11

12           **C. Public Disclosure.** Operator acknowledges that any and all of the "Financial Records"  
13 submitted to the County pursuant to this Agreement are of Public Record and subject to public  
14 inspection. Income tax returns, if submitted to the County pursuant to this Agreement, shall be  
15 treated by the County as Confidential Business Information and therefore shall not voluntarily be  
16 made available to the public for inspection.  
17

18           **9. AUDITS**  
19

20           All Operator's books of account and records and supporting source documents related to  
21 this Agreement or to business operations conducted within or from the Airport shall be made  
22 available to County upon reasonable notice. County shall, through its duly authorized agents or  
23 representatives, have the right to examine and audit said books of account, records, and supporting  
24 source documents at any and all reasonable times, upon prior written request, for the purpose of  
25 determining the accuracy thereof, and of the monthly statements of sales made and monies  
26 received. Income tax returns, if submitted to the County pursuant to this Agreement, shall be  
27 subject to public inspection, subject to applicable law.  
28

29           The full cost of said audit, as determined by County, shall be borne by Operator if either  
30 of the following conditions exists:  
31

32           **A. Underpayment.** The audit reveals an underpayment of more than three percent (3.0%)  
33 between the fees due as reported and paid by Operator in accordance with this Agreement and the  
34 fees due as determined by said audit; and/or  
35

36           **B. Adequacy of Records.** Operator has failed to maintain true and complete books,  
37 records, accounts and supporting source documents in accordance with Section 8 “Records and  
38 Accounts”, Sub-section A, “Records.” The adequacy of records shall be determined solely by  
39 County in its reasonable discretion. Otherwise, County shall bear the cost of said audit, except  
40 expenses related to the audit of documents kept outside the limits of Sonoma County.

1  
2           Upon the request of County, Operator shall promptly provide, at Operator's expense,  
3 necessary data to enable County to fully comply with any requirement of the State of California  
4 or the United States of America for information or reports relating to this Agreement and to  
5 Operator's use of the Airport. Such data shall include, if required, a detailed breakdown of  
6 Operator's receipts and expenses.  
7

8           **10. POSSESSORY INTEREST/TAXES**  
9

10           Pursuant to Section 107.6 of the California Revenue and Taxation Code, Operator's interest  
11 in the Premises may be subject to property taxation on the possessory interest created by this  
12 Agreement. Operator agrees to pay, before delinquency, all lawful taxes, assessments or charges,  
13 including taxes on Operator's possessory interest, which, during the term hereof, may be or  
14 become a lien or may be levied upon the real property, improvements or personal property situated  
15 upon the Premises, or upon the subject matter of this Agreement.  
16

17           **11. ASSUMPTION OF RISKS**  
18

19           Operator represents that Operator has inspected said Airport and Premises, and all facilities  
20 thereupon and in connection therewith, and that Operator accepts the condition of same and fully  
21 assumes all risks incidental to the use thereof. The County shall not be liable to Operator for any  
22 damages or injuries to the property or person, or to the agents, employees or business visitors of  
23 Operator, which may result from hidden, latent or other dangerous conditions upon said Airport  
24 or Premises, or which may result from the negligence of the County, its agents, officers or  
25 employees, or which may result from any condition of fire, construction, earthquake, flood,  
26 rainfall, or escape of water from any channel, regardless of the cause thereof.  
27

28           **12. LIABILITY: INSURANCE AND INDEMNIFICATION**  
29

30           **A. Required Insurance Coverage.** With respect to this Agreement, Operator shall  
31 maintain and shall require all of its contractors, consultants, and other agents to maintain insurance  
32 as described in **Exhibit "C" -- Insurance** , which is attached hereto and incorporated herein by  
33 this reference.  
34

35           **B. Indemnification.**

36           (1) County its officers, agents, and employees, shall not be liable to Operator  
37 for any loss or damage to Operator or Operator's property from any cause. Operator expressly  
38 waives all claims against County, its officers, agents and employees, for injury or damage to person  
39 or property arising for any reason, whether or not there is concurrent passive or active negligence

1 on the part of County, unless such injury or damage is caused by or due to the sole negligence or  
2 willful misconduct of County.

3  
4 (2) Operator shall indemnify, defend, protect, hold harmless, and release  
5 County, its officers, agents, and employees, from and against any and all claims, loss, proceedings,  
6 damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs)  
7 arising out of or in connection with the death of or injury to any person or persons, damage to or  
8 destruction of any property, or any other asserted liability, resulting in any manner and to any  
9 extent from any act, omission, or negligence of Operator, its officers, agents, contractors,  
10 subcontractors, employees, or invitees, whether or not there is concurrent or contributory passive  
11 or active negligence on the part of County, unless such injury, death, damage, or destruction is  
12 caused by or due to the sole negligence or willful misconduct of County. Operator agrees to  
13 provide a complete defense for any claim or action brought against County based upon Operator's  
14 act, omission, or negligence. This indemnification obligation is not limited in any way by any  
15 limitation on the amount or types of damages or compensation payable by or for Operator under  
16 workers compensation acts, disability benefit acts, or other employee benefit acts.

17  
18 (3) Operator shall be liable to County for any loss of or damage to any of  
19 County's property at the Airport arising out of or in connection with any act, omission, or  
20 negligence of Operator, its officers, agents, contractors, subcontractors, employees or invitees,  
21 unless such loss or damage is caused by or due to the sole negligence or willful misconduct of  
22 County.

23  
24 **13. DAMAGE OR DESTRUCTION OF PREMISES**

25  
26 If the Premises is partially damaged by fire, the elements, the public enemy, or other casualty, but  
27 not rendered untenable, County may elect either (a) to terminate this Agreement immediately, or  
28 (b) repair and reconstruct the Premises excluding any improvements and personal property of  
29 Operator. If County elects to repair the Premises, the same shall be repaired or reconstructed by  
30 County at its own cost and expense. Except as otherwise provided in this Agreement, if the Airport  
31 or any portion of the Premises is rendered untenable or unusable because of the condition thereof,  
32 and County does not elect to immediately terminate this Agreement, there shall be a reasonable  
33 and proportionate abatement of the rentals, fees and charges provided for herein during the period  
34 that the same are so untenable or unusable.

35  
36 **14. UTILITIES**

37  
38 County shall provide electricity, heating, ventilation, and air-conditioning to the Premises.  
39 County will use its best efforts to provide adequate levels of such utility services, taking into  
40 account availability of such utility service from County's commercial suppliers and prudent energy



1 conservation measures. Notwithstanding the forgoing, County shall not be liable for damage  
2 resulting from the failure or inability to provide such utilities. Operator shall be responsible for  
3 any and all telephone, data or communications services required or desired to be installed in the  
4 Premises.

5  
6 **15. MAINTENANCE**

7  
8 **A. Airport Gate Two Structure**

9 (1) County agrees to keep the roof, exterior walls, heating facilities and basic electric  
10 distribution system of the Premises in the Airport Gate Two Structure in good repair during the  
11 term of this Agreement; provided however, that Operator shall be responsible for all damage to  
12 County's property caused by any act or omission to act of Operator, its agents or employees.

13 (2) County agrees to provide janitorial services for the public areas of the Airport Gate  
14 Two Structure only and to keep the restrooms adequately supplied and equipped. Operator will  
15 provide janitorial services to its concession area and shall not use any services or supplies from  
16 County to maintain and clean the Premises.

17 (3) Operator shall not use the interior trash/recycling receptacles and shall remove all waste  
18 from within the Premises to outside trash/recycling containers.

19  
20 **B. Personal Property**

21 Operator assumes full and exclusive responsibility and liability for any and all damage or  
22 injury to any of Operator's personal property, equipment, fixtures, and facilities, at, in and about  
23 Airport and the Premises, and for any and all personal property belonging to others in Operator's  
24 custody or possession at the Airport and the Premises, with the sole exception and exclusion of  
25 such damage or injury, if any, caused solely by negligent or willful misconduct of County.

26  
27 **C. Damage to Premises**

28 In the event of damage to any part of the Premises, Operator shall assist the Airport in  
29 determining the cause of damage to County property. Should any part of the facilities or equipment  
30 be determined to have been damaged as the result of any act or omission of Operator, repair or  
31 replacement will be undertaken by County on Operator's behalf and the cost of such repair or  
32 replacement will be billed to Operator.

33  
34 **16. CLEANLINESS**

35  
36 **A.** Operator agrees to keep all portions of the Premises clear and free of all litter, garbage,  
37 debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all  
38 times, including maintaining compliance with any and all applicable laws and regulations related  
39 to the operations described in Section 2, "Obligations Of Operator To Operate A Food And

1 Beverage Concession In The Sterile Area At The Airport”, of this Agreement. Operator shall be  
2 responsible for removal of litter, garbage and refuse from that portion of the Airport Gate Two  
3 Structure occupied and utilized by Operator.

4  
5 (1) Operator shall be responsible for its use of the dumpsters for shared trash disposal.  
6 Operator agrees to all regulations regarding trash disposal by the Airport and the County of  
7 Sonoma. Operator shall not use the dumpster for any waste generated off Airport.

8  
9 **B.** Operator shall be responsible for recycling all eligible materials under the jurisdiction  
10 of Zero Waste Sonoma. Operator shall be responsible for disposal of recyclable materials from  
11 portion of the Premises utilized by Operator.

12  
13 (1) Operator shall be responsible for its use of a recycling dumpster for shared  
14 recycling. Operator will educate staff on the mandated state and local recycling policies as  
15 published by Zero Waste Sonoma or by the local trash hauler.

## 16 17 **17. ALTERATIONS**

18  
19 Operator shall make no structural alterations, additions, or improvements upon said  
20 Premises, without the prior written consent of the Airport Manager. The approval of any  
21 alterations to the Premises shall be in the sole and absolute discretion of the Airport Manager. Any  
22 alterations, additions, or improvements shall be at the sole cost and expense of Operator.

### 23 24 **A. Ownership**

25 All alterations, additions, or improvements attached to the Premises made by Operator shall  
26 be the property of Operator, but considered part of the Premises. Unless otherwise instructed by  
27 County, all alterations, additions, or improvements shall, at the termination of this Agreement,  
28 become the property of County and shall be surrendered by Operator with the Premises.

### 29 30 **B. Removal**

31 By delivery to Operator of written notice not later than thirty (30) days prior to the  
32 expiration of this Agreement, County may require Operator to remove any alterations, additions,  
33 or improvements that Operator has made to the Premises by the termination of this Agreement.  
34 County may require the removal, at any time, of all or any part of any alterations, additions, or  
35 improvements made to the Premises by Operator without the required consent and then restore the  
36 Premises to the condition thereof prior to the unapproved alterations, additions, or improvements.

### 37 38 **C. Personal Property**

39 All furniture, furnishings, articles of moveable personal property and equipment installed

1 in or on the Premises by or for the account of Operator that can be removed without structural or  
2 other material damage to the Premises (all of which are herein called “Operator’s Personal  
3 Property”) shall be and remain the property of Operator and may be removed by Operator subject  
4 to the provisions of this Section 17.  
5

6 **D. Surrender**

7 Operator shall surrender the Premises with all improvements, parts and surfaces clean and  
8 free of debris, and in good operating order, condition and repair, ordinary wear and tear excepted.  
9 Ordinary wear and tear shall not include any damage or deterioration that would have been  
10 prevented by good maintenance practice. Operator shall repair any damage occasioned by  
11 Operator’s installation, maintenance or removal of any alterations, additions, improvements, or  
12 equipment on the Premises. Trade fixtures shall remain the property of Operator and shall be  
13 removed by Operator.  
14

15 **18. INSPECTION**

16  
17 It is agreed that County, its authorized agents, officers or employees, shall have the right  
18 to enter said Premises at all reasonable times for the purpose of inspecting the same and to make  
19 such repairs as County, at its own expense, may deem necessary to preserve County's reversion;  
20 but it is expressly agreed that Operator, at Operator's own cost and expense, shall comply with the  
21 provisions of Sections 15 and 17 herein entitled, "Maintenance" and "Alterations."  
22

23 **19. STORAGE AND DISCHARGE OF HAZARDOUS MATERIALS**

24  
25 **A.** Operator shall not cause or permit any Hazardous Materials (as hereinafter defined) to  
26 be brought upon, kept or used in or about the Premises or the Airport by Operator, its agents,  
27 employees, contractors or invitees.  
28

29 **B.** If, as the result of an occurrence arising out of Operator’s or its agents’, subcontractors’  
30 or invitees’ use or presence on the Premises, Hazardous Materials become present on the Premises  
31 after the Commencement Date which results in contamination, then Operator agrees to be  
32 responsible for any damages or clean-up occasioned thereby. Without limiting the foregoing, if the  
33 presence of any Hazardous Materials on the Premises during the term of this Agreement result in  
34 any contamination of the Airport, or otherwise results in the release or discharge on, under or from  
35 the Premises of Hazardous Materials, Operator shall promptly take all actions at its sole expense  
36 as are necessary to return the Airport to the condition existing prior to the introduction of any such  
37 Hazardous Materials to the Airport or to otherwise remove and/or abate the release or discharged  
38 Hazardous Materials; provided that Airport’s approval of such actions shall first be obtained,  
39 which approval shall not be unreasonably withheld so long as such actions would not potentially  
40 have any material adverse long-term or short-term effect on the Airport, will not unreasonably

1 interfere with the use and enjoyment of other portions of the Airport, and will be performed in  
2 accordance with all Hazardous Materials Laws. Upon the termination of this Agreement, Operator  
3 shall surrender the Premises to Airport free of any and all Hazardous Materials (except any  
4 Hazardous Materials existing on the Premises prior to the Commencement Date) and in  
5 compliance with all Hazardous Materials Laws.

6  
7 C. For the purpose of this section, the term “Hazardous Materials” includes, without  
8 limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous  
9 wastes, hazardous or toxic substances, or related materials defined in the Comprehensive  
10 Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601  
11 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the  
12 Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section  
13 25117 of the California Health & Safety Code, Section 25316 of the California Health & Safety  
14 Code, and in the regulations adopted and publications promulgated pursuant to them, or any other  
15 federal, state, or local environmental laws, ordinances, rules, or regulations concerning the  
16 environment, industrial hygiene or public health or safety now in effect or enacted after this date.

17  
18 **20. ADVERTISING**

19  
20 Operator shall conform to the Sign Ordinance of the County of Sonoma, as amended, and  
21 obtain permits from the appropriate department of said County; in addition, all signs shall be  
22 approved by the Airport Manager and shall comply with Airport’s Advertising Policy. Operator  
23 shall not erect, maintain, or display any signs or other advertising at or on the Airport premises  
24 without first obtaining the written approval of the County through its Airport Manager.

25  
26 **21. PEACEABLE POSSESSION**

27  
28 County agrees that Operator, paying the fees and performing the covenants to be paid,  
29 observed, kept and performed on Operator's part, shall and may, peaceably and quietly have, hold  
30 and enjoy said Premises during the term of this Agreement. Operator, in turn, agrees to quit and  
31 deliver up possession of said Premises peaceably and quietly at the conclusion of this Agreement.

32  
33 **22. NONDISCRIMINATION**

34  
35 Operator shall comply with all applicable federal, state and local laws, rules and regulations  
36 relating to non-discrimination in employment and services because of race, color, ancestry,  
37 national origin, religion, sex, marital status, sexual orientation, age, medical condition and  
38 handicap.

1        **23. SUBLETTING AND ASSIGNMENT**  
2

3            In view of the fact that the Premises constitutes a major and indispensable component of  
4 the County of Sonoma’s Airport Master Plan and that, therefore, the identity of the Operator and  
5 Operator's experience and qualifications as a food and beverage operator are of the utmost concern  
6 to the County of Sonoma, Operator shall not assign its interest in this Agreement either voluntarily  
7 or by operation of law or sublease all or any part of the Premises or allow any other person or  
8 entity (except Operator's authorized representatives or employees) to occupy or use all or any part  
9 of the Premises without the prior written consent of the Airport Manager.  
10

11           **A. Conditions of Assignment or Subletting**

12            In giving its consent pursuant to the above article, County shall, in addition to any other  
13 requirements or conditions, require compliance with the following:

14            (1) Any proposed transferee shall have the qualifications, experience and financial  
15 responsibility, as determined by the County, necessary and adequate to fulfill the obligations  
16 undertaken in this Agreement by Operator.

17            (2) Any proposed transferee, by instrument in writing, shall, for itself and its successors  
18 and assignees, and explicitly for the benefit of County, have expressly assumed all of the  
19 obligations of Operator under this Agreement and agreed to be subject to all of the conditions and  
20 restrictions to which Operator is subject; provided, however, that the fact that any transferee of  
21 this Agreement, or any other successor in interest whatsoever to this Agreement, whatsoever the  
22 reason, shall not have expressly assumed such obligations, shall not, unless and only to the extent  
23 otherwise specifically provided in this Agreement or agreed to in writing by County, relieve or  
24 except such transferee or successor of or from such obligations, conditions or restrictions or  
25 deprive or limit County of or with respect to any rights or remedies or controls with respect to this  
26 Agreement or the Premises. It is the intent of this Agreement, to the fullest extent permitted by law  
27 and equity, and excepting only in the manner and to the extent specifically provided otherwise in  
28 this Agreement, that no transfer of this Agreement, or any interest herein, however consummated  
29 or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive  
30 or limit County of or with respect to any rights or remedies or controls provided in or resulting  
31 from this Agreement with respect to the Premises that County would have had, had there been no  
32 such transfer or change.

33            (3) Operator and proposed transferee shall submit to County for review and approval all  
34 instruments and other legal documents involved in effecting the transfer.

35            (4) Any sublease, license or concession agreements between Operator and a subtenant,  
36 licensee or Operator shall be in form and substance satisfactory to County; provided, however, that  
37 in the absence of a specific written agreement by County to the contrary, no such transfer or  
38 approval by County thereof shall be deemed to relieve Operator or any other party bound in any  
39 way by this Agreement or otherwise with respect to any term, covenant and condition of this

1 Agreement.

2

3 **B. Notice of Change of Ownership**

4 Operator represents and agrees for itself and any successor in interest of itself that  
5 without the prior written approval of County, there shall be no change (voluntary or involuntary)  
6 in the membership, management or control of Operator which would prevent or impair the ability  
7 of Operator to complete its obligations under this Agreement.

8 Operator shall promptly notify County of any and all significant changes in the  
9 membership, management or control of Operator whether legal or beneficial, or of any other act  
10 or transaction involving or resulting in any change in the ownership or identity of Operator, or  
11 with respect to the identity of the parties in control of Operator or the degree thereof, of which it  
12 or any of its officers have been notified or otherwise have knowledge or information. This  
13 Agreement may be terminated by County if there is any significant change in the membership,  
14 management or control of Operator whether legal or beneficial, or of any other act or transaction  
15 involving or resulting in any change in the ownership or identity of Operator, or with respect to  
16 the identity of the parties in control of Operator or the degree thereof, of which it or any of its  
17 officers have been notified or otherwise have knowledge or information.

18

19 **C. General Provisions**

20 (1) No assignment of any interest in this Agreement made with County's consent, or as  
21 herein otherwise permitted, shall be effective until there shall have been delivered to County an  
22 executed counterpart of such assignment containing an agreement, in recordable form, executed  
23 by the assignor and the proposed assignee, wherein and whereby such assignee assumes due  
24 performance of the obligations on the assignor's part to be performed under this Agreement to the  
25 end of the term hereof.

26 (2) The consent by County to an assignment hereunder shall not in any way be  
27 construed to relieve Operator from obtaining the express consent in writing of County to any  
28 further assignment.

29 (3) Notwithstanding an assignment by Operator hereunder to which County has  
30 consented, Operator shall remain liable for all liabilities and obligations hereunder.

31

32 **24. TERMINATION FOR NON-PERFORMANCE OR VIOLATION**

33

34 **A. Termination by County.** This Agreement may be terminated by County for non-  
35 performance and/or violation of the terms and covenants between County and Operator. Notice  
36 of such of termination for non-performance and/or violation shall be delivered according to  
37 Section 29, "Notices". The termination shall be effective immediately upon receipt of notice, or  
38 on the date listed within the notice, which date shall not be more than thirty (30) days after the  
39 receipt of notice. County may terminate this Agreement upon the occurrence of any of the

1 following events:

- 2 (1) The failure to screen all merchandise through TSA security.
- 3 (2) Violation of any procedures listed in Exhibit B “Security Procedures.”
- 4 (3) The failure of Operator to comply with any TSA and/or FAA security procedure,  
5 rule or regulation in effect or which may become effective during this Agreement.
- 6 (4) The failure of Operator to fulfill any obligation under this Agreement which  
7 endangers or threatens life or property, where such failure continues for a period of  
8 three (3) business days following written notice to Operator.
- 9 (5) The abandonment of the Premises by Operator.
- 10 (6) The failure of Operator to observe and comply with any applicable laws, covenants,  
11 or restrictions of record, building codes, regulations and ordinances in the  
12 occupancy and use of the Premises where the failure (a) constitutes a risk to health  
13 or safety, in the reasonable opinion of the County; or (b) continues for a period of  
14 more than ten (10) days following written notice to Operator.
- 15 (7) The second failure within six (6) months of any prior failure to maintain a ninety-  
16 five percent (95%) compliance, or better, of food and beverage operations for all  
17 outbound flights from the Airport within any thirty (30) day period.
- 18 (8) The second failure of Operator to make any payment of concession fees or any  
19 other amount required under this Agreement where such failure continues for a  
20 period of five (5) days following written notice to Operator.
- 21 (9) The failure to maintain all required insurance under Section 12, “Liability  
22 Insurance and Indemnification”, of this Agreement.
- 23 (10) The occurrence of any of the following events, to the fullest extent allowable by  
24 law: (a) the making of any general arrangement or assignment for the benefit of  
25 creditors; (b) becoming a “debtor” as defined in 11 U.S.C.§101 or any successor  
26 statute thereto; (c) the appointment of a trustee or receiver to take possession of  
27 substantially all of Operator’s assets located at the Premises or Operator’s interest  
28 in this Agreement, where possession is not restored to Operator within thirty (30)  
29 days; the attachment, execution or other judicial seizure of substantially all of  
30 Operator’s assets located at the Premises or Operator’s interest in this Agreement,  
31 where such seizure is not discharged within thirty (30) days; provided, however, in  
32 the event that any provision of this subparagraph is contrary to any applicable law,  
33 such provision shall be of no force or effect and shall not affect the validity of the  
34 remaining provisions.

35 **B. Remedies.** In the event of termination of this Agreement by County pursuant to this  
36 Article, Operator shall immediately surrender possession of the Premises to County. If Operator

1 fails to immediately surrender possession of the Premises, County may pursue any lawful means  
2 to obtain possession from Operator. Further, in the event of such termination by County, County  
3 shall be entitled to recover from Operator:

4 (1) The worth at the time of award of any unpaid fees and other charges which had  
5 been earned at the time of such termination; and

6 (2) Any other amount necessary to compensate County for all the detriment  
7 proximately caused by Operator's failure to perform its obligations under this  
8 Agreement or which in the ordinary course of things would be likely to result  
9 therefrom, including, but not limited to, any costs or expenses incurred by County  
10 in terminating this Agreement, maintaining or preserving the Premises after such  
11 default, preparing the Premises for re-letting to a new Operator and any repairs or  
12 alterations to the Premises.

13  
14 **C. Remedies Not Exclusive.** No right or remedy herein conferred upon or reserved to  
15 County or Operator is intended to be exclusive of any other right or remedy, except as expressly  
16 stated herein, and each and every right and remedy shall be cumulative and in addition to any other  
17 right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute,  
18 except such rights or remedies as are expressly limited herein.

19  
20 **D. Waiver of Rights of Redemption.** Operator hereby waives for itself and all those  
21 claiming under it all rights which it may have under any present or future constitution, statute, or  
22 rule of law (a) to redeem the Premises after termination of Operator's right of occupancy by order  
23 or judgment of any court or by any legal process or writ or (b) which exempts property from  
24 liability for debt or for distress for fees.

25  
26 **25. WAIVER OF DEFAULT / BREACH**

27  
28 County's failure to declare a default or breach on the part of Operator shall not be construed  
29 as a waiver thereof; nor shall any custom or practice, which may arise between the parties in the  
30 course of administering this instrument, be construed so as to waive or to lessen the right of County  
31 to insist upon the performance by Operator of any term, covenant or condition hereof, or to exercise  
32 any rights given them on account of any such default. A waiver of any particular Breach or Default  
33 shall not be deemed to be a waiver of the same or any other subsequent Breach or Default.

34  
35 **26. BANKRUPTCY**

36  
37 It is agreed that in the event Operator shall be adjudged bankrupt, either by voluntary or  
38 involuntary proceedings, then this Agreement shall immediately terminate and County shall have  
39 the right forthwith to re-enter said Premises, and in no event shall this Agreement be, or be treated



1 as, an asset of Operator after adjudication of bankruptcy.

2

3 If Operator shall become insolvent or fail in business, then this Agreement may be  
4 terminated at the option of County, in which event County shall have the right to immediately re-  
5 enter said Premises, and in no event shall this Agreement be, or be treated as, an asset of Operator  
6 after the exercise of said option.

7

8 As hereinabove set forth and to the fullest extent allowable by law, it is agreed that this  
9 Agreement is not assignable by Operator, either voluntarily or involuntarily, or by any process of  
10 law, except as herein otherwise provided, and shall not be under the control of the creditors, or  
11 trustee or trustees of Operator in case of bankruptcy, or in the insolvency of Operator, but shall  
12 then be subject to termination, as herein provided.

13

14 **27. FORFEITURE**

15

16 If the following events occur, the County, at its option, may elect to do the things  
17 hereinafter set forth in this article:

18

19 **A.** If Operator offers, causes or affects composition of creditors, or

20 **B.** a reorganization or plan to reorganize, or

21 **C.** adjustment or plan of readjustment of Operator's debts, or

22 **D.** if any receiver, attachment or keeper of the business or of the property or assets of  
23 Operator be instituted, and such receiver, attachment or keeper be not discharged or  
24 released within ten (10) days, or

25 **E.** if the receiver makes a general or any assignment for the benefit of creditors, or

26 **F.** if the receiver should abandon or vacate the Premises, then in any of such events,  
27 the County shall have the option:

28 (1) To collect by suit or otherwise, each installment of fees or other sum as it  
29 becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof  
30 on the part of Operator required to be kept or performed; or

31 (2) To re-enter said Premises, remove all persons therefrom, and either:

32 (a) With or without terminating or forfeiting this Agreement, and in either event  
33 without in any way affecting any rights or remedies of County or any duties  
34 or obligations of Operator hereunder, to re-let said Premises as the agent  
35 and for the account of Operator upon such terms and conditions as County  
36 may deem advisable, in which event the fees received an any such re-letting  
37 shall be applied as follows:

- 1 • First, to the expenses of re-letting and collecting, including any  
2 necessary renovation and alteration of the Premises and a reasonable  
3 attorney's fee; and
- 4 • Thereafter toward payment of all sums due or to become due to  
5 County hereunder.
- 6 • If a sufficient sum shall not be thus realized to pay such fee and other  
7 charges, then Operator shall pay to County monthly any deficiency  
8 and County may sue therefore as each monthly deficiency shall  
9 arise; such monthly deficiencies shall be paid promptly when due,  
10 as herein provided, notwithstanding the fact that County may  
11 thereafter receive monthly payments in excess of the monthly  
12 payments herein specified during subsequent months; or

13 (b) Terminate this Agreement.

14 The foregoing remedies of County shall not be exclusive, but shall be cumulative and in  
15 addition to all remedies now or hereafter allowed by law or elsewhere provided for.

16

17 **28. SURRENDER OF PREMISES**

18

19 At the termination of this Agreement, Operator shall surrender possession of the Premises  
20 to the County. All of Operator's personal property shall be removed by Operator on or prior to the  
21 date of termination of this Agreement.

22

23 **29. NOTICES**

24

25 Any notice required or permitted to be given under this Agreement shall be in writing and  
26 may be given by personal delivery (by hand or by messenger or courier service), email, or may be  
27 sent by regular, certified or registered mail with the U.S. Postal Service, with postage prepaid.

28

29 Notices, bills and payments shall be addressed as follows:

30

31 Airport: Airport Manager  
32 Charles M. Schulz-Sonoma County Airport  
33 2290 Airport Blvd.  
34 Santa Rosa, CA 95403  
35 Email: [AirportRealEstate@sonoma-county.org](mailto:AirportRealEstate@sonoma-county.org)

36

1 Operator:  
2  
3  
4  
5

6 Or to such other address as either party may have furnished to the other in writing as a place for  
7 the service of notice.  
8

9 When a notice is given by a generally recognized overnight courier service, the notice shall  
10 be deemed received on the next business day. When a copy of a notice is sent by email, the notice  
11 shall be deemed received upon transmission as long as (1) the sender has a written confirmation  
12 of the email, and (2) the email is transmitted before 5:00 p.m. (recipient's time). Any notice sent  
13 by registered or certified mail, return receipt requested, shall be deemed given on the date of  
14 delivery shown on the receipt card, or if no date is shown, the postmark thereon. If sent by regular  
15 mail, the notice shall be deemed given forty-eight (48) hours after the same is addressed as required  
16 herein and mailed with postage prepaid. In all other instances, notices shall be effective upon  
17 receipt by the recipient. Either party may at any time change its address for notices by giving  
18 written notice of such change to the other party in the manner provided in this Section.  
19

20 **30. COMPLETE UNDERSTANDING AND AMENDMENTS**  
21

22 This Agreement sets forth all of the agreements and understandings of the parties and any  
23 modification must be amended in writing and properly executed by both parties.  
24

25 **31. SUCCESSORS**  
26

27 This Agreement is intended to and does bind and shall inure to the benefit of all the parties  
28 hereto, and their respective heirs, executors, administrators, successors and assigns.  
29

30 **32. REPRESENTATION**  
31

32 Operator hereby affirms that this Agreement is entered into upon the sole reliance of  
33 Operator's own observations and not because of any influence or representation of County or any  
34 other person.  
35

36 **33. TIME**  
37

38 Time is of the essence of this Agreement and all of the terms and covenants hereof are  
39 conditions.  
40

1       **34. CAPTIONS**  
2

3           The title or headings to the Articles of this Agreement are for convenience only and are  
4 not a part of this Agreement, and shall have no effect upon the construction or interpretation of  
5 any part hereof.  
6

7       **35. NON-INTERFERENCE WITH OPERATION OF AIRPORT**  
8

9           Operator covenants and agrees that it will not allow any condition on the Premises, nor  
10 permit the conduct of any activity on such Premises, which shall materially or adversely affect the  
11 development, improvement, operation, or maintenance of the Airport or its facilities; nor will  
12 Operator use or permit the Premises to be used in any manner which might interfere with landing  
13 and take-off of aircraft from the Airport or otherwise constitute a hazard.  
14

15           If any proscribed or prohibited condition or activity, as described above, shall be permitted  
16 to exist on the Premises, or on any part thereof, then, as an alternative to termination of this  
17 Agreement under the provisions of Section 37, “Subordination to Rights of Federal Government”  
18 of this Agreement, the County, after giving thirty (30) days written notice to Operator, during  
19 which period Operator may abate or correct the omission or objection so set forth in County's  
20 notice, may thereupon correct such omission or objection by entering the Premises itself, or by its  
21 agents, servants or employees, without such entering causing or constituting a termination of this  
22 Agreement or an interference with possession of the Premises by Operator, and the County may  
23 cause abatement of such proscribed or prohibited condition or activity; and, in such event, the  
24 Operator agrees to pay the County the expenses of the County incurred in the above connection as  
25 additional fees within thirty (30) days after the submission of an invoice showing the reasonable  
26 expenditure or the incurring of any such reasonable expenditure by the County.  
27

28       **36. SUBORDINATION TO RIGHTS OF FEDERAL GOVERNMENT**  
29

30           It is understood and agreed that Operator accepts all of the terms of this Agreement subject  
31 to whatever right the United States government now has or in the future may have or acquire,  
32 affecting the control, operations, regulation or taking over of Airport; and Operator agrees to hold  
33 harmless and without liability the County in the event that the United States government, for any  
34 reason, exercises any such right, resulting in the County being unable to comply with any or all of  
35 the terms of this Agreement.

36           This Agreement and all of the provisions hereof shall be subject and subordinate at all  
37 times to all of the terms and conditions of the instruments and documents under which County  
38 acquired said property from the United States of America, and all other requirements of the United  
39 States government arising directly or indirectly therefrom, and shall be given only such effect as  
40 will not conflict or be inconsistent with such terms, conditions, and requirements.

1  
2 In the event that Airport is closed by the order of the Federal Government, or any other  
3 governmental entity having jurisdiction over the Airport, this Agreement shall suspend in its  
4 entirety until such time that the Airport is allowed to resume normal operation. If the closure of  
5 the Airport will continue for thirty (30) days or more, Operator may elect to terminate this  
6 Agreement effective the day of Airport’s closure.

7  
8 **37. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS**

9  
10 In addition to the foregoing terms, covenants and conditions of this Agreement, the  
11 following covenants and agreements, together with all terms set forth in **Exhibit “D” - Federal**  
12 **Provisions** hereto, are fully incorporated in this agreement, and hereby made an integral part of  
13 this Agreement by reason of the requirements of the Federal Aviation Administration:

14  
15 **A. Discrimination prohibited.** Operator, for itself, its personal representatives, successors  
16 in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:  
17 (1) no person on the grounds of race, color, or national origin shall be excluded from participation  
18 in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,  
19 (2) that in the construction of any improvements on, over or under such land and the furnishing of  
20 services thereon, no person on the grounds of race, color or national origin shall be excluded from  
21 participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Operator  
22 shall use the Premises in compliance with all other requirements imposed by or pursuant to Title  
23 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the  
24 Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of  
25 Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations  
26 may be amended.

27  
28 **B. Violation.** That in the event of a violation of any of the above nondiscrimination  
29 covenants, County shall have the right to terminate the Agreement and to reenter and repossess  
30 said concession area and the facilities thereon, and hold the same as if said Agreement had never  
31 been made or issued. This provision does not become effective until the procedures of 49 CFR  
32 Part 21 are followed and completed including expiration of appeal rights.

33  
34 **C. Accommodations, services.** Operator shall furnish its accommodations and/or services  
35 on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair,  
36 reasonable and not unjustly discriminatory prices for each unit or service; provided that Operator  
37 may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type  
38 of price reductions to volume purchasers.

39  
40 **D. Non-compliance with Sub-Section C.** Non-compliance with sub-section C above shall

1 constitute a material Breach hereof and in the event of such non-compliance County shall have the  
2 right to terminate this Agreement and the estate hereby created without liability therefore or at the  
3 election of County or the United States either or both said Governments shall have the right to  
4 judicially enforce those provisions.  
5

6 **E. Agreements with Operator.** Operator agrees that it shall insert the above five  
7 provisions in any agreement, contract, etc. by which said Operator grants a right or privilege to  
8 any person, firm or corporation to render accommodations and/or services to the public on the  
9 Leased Premises.  
10

11 **F. Affirmative Action.** Operator assures that it will undertake an affirmative action  
12 program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds  
13 of race, creed, color, national origin, or sex be excluded from participating in any employment  
14 activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded  
15 on these grounds from participating in or receiving the services or benefits of any program or  
16 activity covered by this subpart. Operator assures that it will require that its covered sub-  
17 organizations provide assurances to Operator that they similarly will undertake affirmative action  
18 programs and that they will require assurances from their sub-organizations, as required by 14  
19 CFR Part 152, Subpart E, to the same effort.  
20

21 **G. Future Development.** County reserves the right to further develop or improve the  
22 landing area of the Airport as it sees fit, regardless of the desires or view of the Operator, and  
23 without interference or hindrance.  
24

25 **H. Right to repair.** County reserves the right, but shall not be obligated to Operator to  
26 maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the  
27 Airport, together with the right to direct and control all activities of the Operator in this regard.  
28

29 **I. Right of flight.** There is hereby reserved to County, its successors and assigns, for the  
30 use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the  
31 surface of the Premises herein leased. This public right of flight shall include the right to cause in  
32 said airspace any noise inherent in the operation of any aircraft used for navigation or flight through  
33 the said airspace or landing at, taking off from or operation on the Airport.  
34

35 **J. Approach protection.** Operator agrees to comply with the notification and review  
36 requirements covered in Part 77 of the Federal Aviation Regulations in the event future  
37 construction of a building is planned for the Premises, or in the event of any planned modification  
38 or alteration of any present or future building or structure situated on the leased Premises.  
39

40 **K. Maximum elevation, right to cure.** Operator by accepting this Agreement expressly

1 agrees for itself, its successors and assigns that it will not erect or permit the erection of any  
2 structure or project, nor permit the growth of any tree on the land leased hereunder above the mean  
3 sea level elevation of 147 feet.

4  
5 **L. Interference with Operations.** Operator by accepting this Agreement agrees for itself,  
6 its successors and assigns that it will not make use of the Premises in any manner, which might  
7 interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a  
8 hazard.

9 In the event the aforesaid covenant is breached, County reserves the right to enter upon the  
10 Premises and cause the abatement of such interference at the expense of Operator.

11  
12 **M. Exclusive use prohibited.** It is understood and agreed that nothing herein contained  
13 shall be construed to grant or authorize the granting of an exclusive right within the meaning of  
14 Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

15  
16 **N. War or National Emergency.** This Agreement and all the provisions hereof shall be  
17 subject to whatever right the United States Government now has or in the future may have or  
18 acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive  
19 or non-exclusive use of the Airport by the United States during the time of war or national  
20 emergency.

21 **38. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE**  
22 **(ACDBE).**

23 This Agreement is subject to the requirements of the U.S. Department of Transportation's  
24 regulations, 49 CFR Part 23. The Operator agrees that it will not discriminate against any business  
25 owner because of the owner's race, color, national origin, or sex in connection with the award or  
26 performance of any concession agreement, management contract, or subcontract, purchase or lease  
27 agreement, or other agreement covered by 49 CFR Part 23. The Operator agrees to include the  
28 prior statement in any subsequent concession agreement or contract covered by 49 CFR part 23,  
29 that it enters and cause those businesses to similarly include the statements in further agreements.

30 The Airport is currently administering a race-neutral Airport Concession Disadvantaged  
31 Business Enterprise (ACDBE) program requiring good faith efforts to reach its race-neutral goal.  
32 The Airport's ACDBE non-car rental overall concession goal is .3% for federal fiscal years 2020-  
33 2022, and the Airport expects to meet its ACDBE participation goals entirely through race-neutral  
34 means. The Airport encourages Operator to take active race/gender neutral steps to include  
35 ACDBE's, including but not limited to local ACDBE's.

1 Operator shall promptly comply with all County ACDBE requirements as outlined in  
2 **Exhibit “E” – County of Sonoma Airport Concession Disadvantaged Business Enterprise**  
3 **(ACDBE) Program Requirements.**

4 Operator shall complete the attached form outlined in **Exhibit “F” – ACDBE Race-**  
5 **Neutral Participation Listing** at the Commencement Date of this lease and when there are any  
6 changes to its ACDBE participants. Operator shall send said listing to County as soon as practical.

7 Operator shall also complete the attached form outlined in **Exhibit “G” - Concessionaire**  
8 **Monthly Participation Report – Concession** and send to County within thirty (30) days from the  
9 end of each reporting month during the term of this Agreement.

10 Operator acknowledges that exhibits relating to ACDBE requirements may be modified  
11 during the term of this Agreement in accordance with federal regulations.

12 **39. REMODEL, ALTERATION AND CONSTRUCTION ACTIVITIES DURING**  
13 **TERM**

14  
15 County may reconstruct, alter or remodel the Sterile Area at any time and will provided  
16 notice to Operator in advance of such activities. County will coordinate with Operator on schedules  
17 of such activities and communicate updates. Disruption to Operator’s concession shall be  
18 minimized, as to the extent possible; but some activities may temporarily suspend Operator’s  
19 concessions.

20 It is understood by Operator that dirt and dust may be created from time to time by the  
21 maintenance, remodel, alteration or construction of the Airport Gate Two Area and associated  
22 facilities. Operator accepts this condition without reservation as a part of this Agreement and as  
23 such, shall not be entitled to a reduction in its fees to County as a result of any dust or dirt landing  
24 on Operator’s Premises or for any losses suffered as a result of said remodel, alteration or  
25 construction.

26  
27 **40. NO JOINT VENTURE**

28  
29 It is agreed that nothing contained in this Agreement shall be deemed or construed as  
30 creating a partnership or joint venture between County and Operator or between County and any  
31 other party or cause County to be responsible in any way for the debts or obligations of Operator  
32 or any other party.

33  
34  
35  
36  
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date:

OPERATOR:

By: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY:

COUNTY OF SONOMA, a political  
subdivision of the State of California

By: \_\_\_\_\_

Jon Stout, CAE, AAE  
Airport Manager

CERTIFICATES OF INSURANCE  
ON FILE WITH DEPARTMENT:

\_\_\_\_\_

**EXHIBIT “D”  
FEDERAL PROVISIONS**

**1. Civil Rights- Real Property**

The tenant/concessionaire/lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

**2. Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1. Compliance with Regulations: The Contractor (which hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- 2. Non-discrimination: The Contractor, with regard to the work performed by it , will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the

Contractor's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the County will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. List of Pertinent Nondiscrimination Authorities. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

### **3. Civil Rights - Breach**

The Operator, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the operator will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, County will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

**EXHIBIT “E”**  
**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)**  
**PROGRAM REQUIREMENTS**

A. Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

i. Race-Neutral ACDBE Participation

The Concessionaire is required to submit an ACDBE Race-Neutral Participation Listing to identify ACDBE subcontractor(s) proposed in the performance of this agreement, and further agrees to ensure that ACDBE subcontractors listed in the “ACDBE Race-Neutral Participation Listing” perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by the County of Sonoma (County) prior to the Prime Concessionaire effectuating any changes to its race-neutral ACDBE participation commitments. The Concessionaire is required to submit this form whether or not ACDBE subcontractors have been proposed.

Prime Concessionaire shall ensure the ACDBE information submitted shall include the North American Industry Classification System (NAICS) code applicable to the kind of work the ACDBE subcontractor(s) will perform on the contract.

In the event the Concessionaire commits to utilizing an ACDBE in the performance of this contract after contract award, the Concessionaire will comply with the same reporting requirements delineated above and submit an “ACDBE Race-Neutral Participation Listing” for new ACDBE commitments made after award and during contract performance.

ii. ACDBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), County has adopted an Airport Concession Disadvantaged Business Enterprise (ACDBE) Policy and Program, in conformance with Title 49 CFR part 23, “Participation by Disadvantaged Business Enterprises in Airport Concessions”.

The project is subject to these stipulated regulations. In order to ensure that County achieves its overall ACDBE Program goal, County encourages the participation of ACDBEs as defined in 49 CFR 23 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these regulations, it is also the policy of County to:

a. Fulfill the spirit and intent of the Federal ACDBE Program regulations (“Regulations”) published under U.S. DOT Title 49 CFR, Part 23, by ensuring that ACDBE’s have equitable access to participate in all of County’s and identified Prime Concessionaire airport concession contracting opportunities.

- b. Ensure that ACDBEs can fairly compete for and perform on all concession contracts and subcontracts
- c. Ensure non-discrimination in the award and administration of County’s airport concession contracts.
- d. Create a level playing field on which ACDBEs can compete fairly for airport concession contracts.
- e. Ensure that only firms that fully meet 49 CFR, Part 23 eligibility standards are permitted to participate as ACDBEs in airport concession contracts.
- f. Help remove barriers to the participation of ACDBEs in airport concession contracts.
- g. Assist in the development of firms that can compete successfully in the marketplace outside the ACDBE Program.

Concessionaire will not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that is defined in 49 CFR Part 23, or elsewhere in the Regulations, will have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and County’s ACDBE Program with respect to airport concession contracts, the Regulations will prevail.

### iii. County’ Race-Neutral ACDBE Policy Implementation Directives

Pursuant to Race-Neutral ACDBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, County has implemented a wholly Race-Neutral ACDBE Program.

A Race-Neutral ACDBE Program is one that, while benefitting ACDBEs, is not solely focused on ACDBE firms. Therefore, under a Race-Neutral ACDBE Program, County does not establish numeric race-conscious ACDBE participation goals on its airport concession contracts. However, the Prime Concessionaire will adhere to race-neutral ACDBE participation commitment(s) made at the time of contract award.

### iv. Definitions

The following definitions apply to the terms as used in these provisions:

- a. “Airport Concession Disadvantaged Business Enterprise (ACDBE)” means a concession that is a for-profit small business concern –

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

b. “Socially and Economically Disadvantaged Individual” means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

(1) Any individual determined by a recipient to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;

(ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.



c. “Concession” means one or more of the types of for-profit businesses listed in paragraph (1) or (2) of this definition:

(1) A business, located on an airport subject to this part, that is engaged in the sale of consumer goods or services to the public under an agreement with the recipient, another concessionaire, or the owner or lessee of a terminal, if other than the recipient.

(2) A business conducting one or more of the following covered activities, even if it does not maintain an office, store, or other business location on an airport subject to this part, as long as the activities take place on the airport: Management contracts and subcontracts, a web-based or other electronic business in a terminal or which passengers can access at the terminal, an advertising business that provides advertising displays or messages to the public on the airport, or a business that provides goods and services to concessionaires.

(3) For purposes of this subpart, a business is not considered to be “located on the airport” solely because it picks up and/or delivers customers under a permit, license, or other agreement. For example, providers of taxi, limousine, car rental, or hotel services are not considered to be located on the airport just because they send shuttles onto airport grounds to pick up passengers or drop them off. A business is considered to be “located on the airport,” however, if it has an on-airport facility. Such facilities include in the case of a taxi operator, a dispatcher; in the case of a limousine, a booth selling tickets to the public; in the case of a car rental company, a counter at which its services are sold to the public or a ready return facility; and in the case of a hotel operator, a hotel located anywhere on airport property.

(4) Any business meeting the definition of concession is covered by this subpart, regardless of the name given to the agreement with the recipient, concessionaire, or airport terminal owner or lessee. A concession may be operated under various types of agreements, including but not limited to the following:

- (i) Leases.
- (ii) Subleases.
- (iii) Permits.
- (iv) Contracts or subcontracts.
- (v) Other instruments or arrangements.

(5) The conduct of an aeronautical activity is not considered a concession for purposes of this subpart. Aeronautical activities include scheduled and non-scheduled air carriers, air taxis, air charters, and air couriers, in their normal passenger or freight carrying capacities; fixed base operators; flight schools; recreational service providers (e.g., sky-diving, parachute-jumping, flying guides); and air tour services.

(6) Other examples of entities that do not meet the definition of a concession include flight kitchens and in-flight caterers servicing air carriers, government agencies, industrial plants, farm leases, individuals leasing hangar space, custodial and security contracts, telephone and electric service to the airport facility, holding companies, and skycap services under contract with an air carrier or airport..

d. “Concessionaire” means a firm that owns and controls a concession or a portion of a concession.

e. “Joint Venture” means an association of an ACDBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the ACDBE is responsible for a distinct, clearly defined portion of the work of the contract and whose shares in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. Joint venture entities are not certified as ACDBEs.

v. Race-Neutral ACDBE Submission and Ongoing Reporting Requirements (Post- Award)

Concessionaire will complete and submit the following ACDBE form at the times specified:

“Monthly Race-Neutral ACDBE Subcontractors Paid Report Summary and Payment Verification: (Form 103).

If the Concessionaire is an ACDBE firm and/or has proposed to utilize ACDBE firms, the Concessionaire will be required to complete and submit a Form 103 to County designee by the 15th of each month until completion of the contract to facilitate reporting of race-neutral ACDBE participation, following the first month of contract activity. The Concessionaire will report the total dollar value paid to ACDBEs for the applicable reporting period. The Concessionaire will also report the ACDBE’s scope of work and the total subcontract value of commitment for each ACDBE reported.

Concessionaire is advised not to report the participation of ACDBEs toward the Concessionaire’s race-neutral ACDBE attainment until the amount being counted has been paid to the ACDBE.

Upon completion of the contract, the Concessionaire will be required to prepare and submit to County a “Race-Neutral ACDBE Subcontractor Paid Report Summary and Payment Verification” clearly marked “Final” to facilitate reporting and capturing actual ACDBE race-neutral attainments. Concessionaire will complete and submit a final form whether or not ACDBEs were utilized in the performance of the contract.

Concessionaire is responsible for providing subcontractor’s proof of ACDBE Certification.

Concessionaire and subcontractors are subject to periodic audits by County and or their designated representative. Program audits serve as a part of County assessing program compliance. The audit may include comprehensive review of program related forms, documents and procedures, including but not limited to site visits. The information presented for review shall be provided in an auditable manner.

vi. ACDBE Eligibility and Commercially Useful Function Standards

a. An ACDBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.

b. An ACDBE may participate as a prime concessionaire, subcontractor, or as a joint venture partner with a prime or subcontractor, or as a vendor of material or supplies.

c. An ACDBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The ACDBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

d. ACDBEs must be certified by the California Unified Certification Program (CUCP). Listings of ACDBEs certified by the CUCP are available from the following sources:

1. The CUCP website, accessed at <https://dot.ca.gov/programs/civil-rights/dbe-certification-information>.

2. The CUCP ACDBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; Telephone (916) 445-3520.

vii. ACDBE Crediting Provisions

a. Count the total dollar value of gross receipts an ACDBE earns under a concession agreement and the total dollar value of a management contract or subcontract with an ACDBE toward the goal. However, if the ACDBE enters into a subconcession agreement or subcontract with a non-ACDBE, do not count any of the gross receipts earned by the non-ACDBE.

b. When an ACDBE performs as a subconcessionaire or subcontractor for a non-ACDBE, count only the portion of the gross receipts earned by the ACDBE under its subagreement.

- c. When an ACDBE performs as a participant in a joint venture, count a portion of the gross receipts equal to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces toward ACDBE goals.
- d. Count the entire amount of fees or commissions charged by an ACDBE firm for a bona fide service, provided that, as the recipient, you determine this amount to be reasonable and not excessive as compared with fees customarily allowed for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial.
- e. Count 100 percent of the cost of goods obtained from an ACDBE manufacturer. For purposes of this part, the term manufacturer has the same meaning as in part 26, §26.55(e)(1)(ii).
- f. Count 100 percent of the cost of goods purchased or leased from a ACDBE regular dealer. For purposes of this part, the term “regular dealer” has the same meaning as in part 26, §26.55(e)(2)(ii).
- g. Count credit toward ACDBE goals for goods purchased from an ACDBE which is neither a manufacturer nor a regular dealer as follows:
- (1) Count the entire amount of fees or commissions charged for assistance in the procurement of the goods, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the goods themselves.
  - (2) Count the entire amount of fees or transportation charges for the delivery of goods required for a concession, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of goods themselves.
- h. If a firm has not been certified as an ACDBE in accordance with the standards in this part, do not count the firm's participation toward ACDBE goals.
- i. Do not count the work performed or gross receipts earned by a firm after its eligibility has been removed toward ACDBE goals. However, if an ACDBE firm certified on April 21, 2005 is decertified because one or more of its disadvantaged owners do not meet the personal net worth criterion or the firm exceeds business size standards of this part during the performance of a contract or other agreement, the firm's participation may continue to be counted toward ACDBE goals for the remainder of the term of the contract or other agreement (but not extensions or renewals of such contracts or agreements).
- j. Do not count costs incurred in connection with the renovation, repair, or construction of a concession facility (sometimes referred to as the “build-out”).

k. Do not count the ACDBE participation of car rental companies toward your ACDBE achievements toward this goal.

viii. Performance of ACDBE Subcontractors

ACDBE subcontractors listed by the Prime Concessionaire in its “ACDBE Race-Neutral Participation Listing” submitted at the time of proposal submission or added during performance of the contract will perform the work and supply the materials for which they are listed, unless the Concessionaire has received prior written authorization from County to perform the work with other forces or to obtain the materials from other sources.

The Concessionaire will provide written notification to County in a timely manner of any changes to its anticipated ACDBE participation. This notice should be provided prior to commencement of that portion of the work and the Prime Concessionaire shall demonstrate good faith efforts in continuing doing business with ACDBEs.

ix. Additional ACDBE Subcontractors

In the event Concessionaire identifies additional ACDBE subcontractors or suppliers not previously identified by Concessionaire for race-neutral ACDBE participation under the contract, Concessionaire will notify County by submitting the form “ACDBE Race-Neutral Participation Listing” to enable Concessionaire and County to capture all race-neutral ACDBE participation. Concessionaire will also submit, for each ACDBE identified after contract execution, a written confirmation from the ACDBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

x. ACDBE Certification Status

If a listed ACDBE subcontractor is decertified during the life of the project, the decertified subcontractor will notify the Concessionaire in writing with the date of decertification. The Concessionaire will furnish the written documentation to County in a timely manner.

xi. Concessionaire’s Assurance Clause Regarding Non-Discrimination

In compliance with State and Federal anti-discrimination laws, the Concessionaire will affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Concessionaire will affirm that they will consider, and utilize subcontractors and vendors, in a manner consistent with non-discrimination objectives.

Concessionaire (and each subcontract the Concessionaire signs with a subcontractor) must include the following assurance: The Concessionaire or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Concessionaire shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of Airport concession contracts. Failure by the Concessionaire to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the concessionaire from future bidding as non-responsible.

xii. Records Retention

Prime Concessionaire shall maintain all ACDBE program records, including a thorough and updated bidder's list.

**EXHIBIT "F"**  
**ACDBE RACE-NEUTRAL PARTICIPATION LISTING**

ACDBE RACE-NEUTRAL PARTICIPATION LISTING

CONCESSIONAIRE: \_\_\_\_\_ AGREEMENT #: \_\_\_\_\_

**INSTRUCTIONS TO CONCESSIONAIRE:**

1. **THE CONCESSIONAIRE MUST EXECUTE AND SUBMIT THIS FORM ENTITLED "ACDBE RACE-NEUTRAL PARTICIPATION LISTING" TO COUNTY, EVEN IF NO ACDBE PARTICIPATION WILL BE REPORTED. IN THE EVENT OF NO ACDBE PARTICIPATION, CONCESSIONAIRE SHALL MARK "NONE" UNDER ACDBE FIRM NAME.**
2. **REFER TO "ACDBE CREDITING PROVISIONS" LISTED IN THE ACDBE PROGRAM REQUIREMENTS ATTACHMENT CONCERNING ACDBE RACE-NEUTRAL PARTICIPATION CREDITING.**
3. **THE CONCESSIONAIRE SHALL USE THE SAME FORM WHEN ADDING NEW ACDBE FIRMS AFTER CONTRACT AWARD.**

ACDBE Firm Name*:	ACDBE Certification No. and Expiration Date:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____ _____ _____ _____									
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:									
Contact Person:											
Telephone:	Fax:										
License No., Classification and Expiration:											
Subcontract Amount:											
		<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="width: 33%;">Subcontractor</td> <td style="width: 33%;">Supplier</td> <td style="width: 34%;"></td> </tr> <tr> <td>Regular Dealer</td> <td>Broker</td> <td></td> </tr> <tr> <td>Manufacturer</td> <td>Transportation</td> <td></td> </tr> </table>	Subcontractor	Supplier		Regular Dealer	Broker		Manufacturer	Transportation	
Subcontractor	Supplier										
Regular Dealer	Broker										
Manufacturer	Transportation										

\*ACDBE certification letter must be attached for each proposed ACDBE firm. ACDBEs must be certified on the proposal due date.

ACDBE Firm Name*:	ACDBE Certification No. and Expiration Date:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____ _____ _____									
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity: <table border="1"> <tr> <td>Subcontractor</td> <td>Supplier</td> <td></td> </tr> <tr> <td>Regular Dealer</td> <td>Broker</td> <td></td> </tr> <tr> <td>Manufacturer</td> <td>Transportation</td> <td></td> </tr> </table>	Subcontractor	Supplier		Regular Dealer	Broker		Manufacturer	Transportation	
Subcontractor	Supplier										
Regular Dealer	Broker										
Manufacturer	Transportation										
Contact Person:											
Telephone:	Fax:										
License No., Classification and Expiration:											
Subcontract Amount:											

\*ACDBE certification letter must be attached for each proposed ACDBE firm. ACDBEs must be certified on the proposal due date.

ACDBE Firm Name*:	ACDBE Certification No. and Expiration Date:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____ _____ _____									
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity: <table border="1"> <tr> <td>Subcontractor</td> <td>Supplier</td> <td></td> </tr> <tr> <td>Regular Dealer</td> <td>Broker</td> <td></td> </tr> <tr> <td>Manufacturer</td> <td>Transportation</td> <td></td> </tr> </table>	Subcontractor	Supplier		Regular Dealer	Broker		Manufacturer	Transportation	
Subcontractor	Supplier										
Regular Dealer	Broker										
Manufacturer	Transportation										
Contact Person:											
Telephone:	Fax:										
License No., Classification and Expiration:											
Subcontract Amount:											

\*ACDBE certification letter must be attached for each proposed ACDBE firm. ACDBEs must be certified on the proposal due date.



ACDBE Firm Name*:	ACDBE Certification No. and Expiration Date:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____ _____ _____									
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:									
Contact Person:											
Telephone:	Fax:										
License No., Classification and Expiration:											
Subcontract Amount:											
		<table border="1"> <tr> <td>Subcontractor</td> <td>Supplier</td> <td></td> </tr> <tr> <td>Regular Dealer</td> <td>Broker</td> <td></td> </tr> <tr> <td>Manufacturer</td> <td>Transportation</td> <td></td> </tr> </table>	Subcontractor	Supplier		Regular Dealer	Broker		Manufacturer	Transportation	
Subcontractor	Supplier										
Regular Dealer	Broker										
Manufacturer	Transportation										

\*ACDBE certification letter must be attached for each proposed ACDBE firm. ACDBEs must be certified on the proposal due date.

ACDBE Firm Name*:	ACDBE Certification No. and Expiration Date:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____ _____ _____									
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:									
Contact Person:											
Telephone:	Fax:										
License No., Classification and Expiration:											
Subcontract Amount:											
		<table border="1"> <tr> <td>Subcontractor</td> <td>Supplier</td> <td></td> </tr> <tr> <td>Regular Dealer</td> <td>Broker</td> <td></td> </tr> <tr> <td>Manufacturer</td> <td>Transportation</td> <td></td> </tr> </table>	Subcontractor	Supplier		Regular Dealer	Broker		Manufacturer	Transportation	
Subcontractor	Supplier										
Regular Dealer	Broker										
Manufacturer	Transportation										

\*ACDBE certification letter must be attached for each proposed ACDBE firm. ACDBEs must be certified on the proposal due date.

<b>Concessionaire:</b>		<b>Agreement No.:</b>	
<b>Contact Name:</b>		<b>Total Contract Amount:</b>	\$
<b>Title:</b>			
<b>Address:</b>		<b>ACDBE Race Neutral Participation Value (% of Total Contract Value):</b>	
<b>City/State/Zip:</b>			
<b>Phone:</b>			
<b>Fax:</b>			

**ACDBE RACE-NEUTRAL PARTICIPATION CREDITING PROVISIONS:**

Identify all ACDBE firms participating in the contract, regardless of tier. Names of the ACDBE Subcontractors and their respective item(s) of work listed above should be consistent, where applicable, with the names and items of work for subcontractors listed in your proposal. Provide copies of ACDBE subcontract agreements, and if applicable, copies of joint venture agreements.

1. Enter ACDBE prime and subcontractors' certification numbers. Prime contractors shall indicate all work to be performed by ACDBEs, including work performed by its own forces.
2. If 100% of a work item is not to be performed or furnished by an ACDBE, describe the exact portion of the item to be performed or furnished by the DBE.
3. Refer to "ACDBE Crediting Provisions" and 49 CFR 23.55: "Counting ACDBE Participation" for ACDBE calculating and crediting provisions.

---

Signature of Authorized Representative

Printed Name

---

Date

Title

# EXHIBIT G

## CONCESSIONAIRE MONTHLY PARTICIPATION REPORT - CONCESSIONS



Charles M. Schulz - Sonoma County Airport 2290 Airport Blvd. Santa Rosa, CA 95403

### Concessionaire Monthly Participation Report Concessions Report

In accordance with 49 CFR 23, Charles M. Schulz Sonoma County Airport requires this report to be submitted monthly during the Term of the Concession Agreement. This report is used to monitor ACDBE participation dollars and compliance the contractual ACDBE contract commitment percentage.

Contract #: \_\_\_\_\_  
Reporting Period: \_\_\_\_\_

**Instructions:**

- Complete one report for each separate contract held with the Airport Authority
  - List each concept and respective ACDBE participant, along with the activities performed (if applicable, attach additional pages if necessary, revenue received, and JV participation)
  - Ensure certifications are completed by each ACDBE participant and an official responsible for the Prime Concessionaire's financial records.
  - Signatures are necessary to certify that the reported values are complete and accurate to the best of the signatory's knowledge (Pictures of signatures WILL NOT BE ACCEPTED).
  - ACDBE firms must sign on each line in which their participation is reported.
- Submit report to the Airport Authority on or before the (number) day of each month to (point of contact).

**Prime Concessionaire Information:**

Company Name:		Joint Venture? (circle Yes or No)	Yes	No
On-Site Manager:				
Mailing Address:				
Telephone Number:				
Fax Number:				
Email Address:				

**Operating Performance Information:**

A	B	C	D	E	F	G	ACDBE Joint Venture Participants ONLY		J
Location & Terminal	Concept Name (Concessionaire Name)	Concession Type	Total Management Fee (Dollars)	ACDBE Name	ACDBE Participation/Commercially Useful Function (Goods & Services provided this reporting period)	ACDBE Gross Revenue (Actual Dollars Received)	ACDBE JV % of Gross Sales	ACDBE JV Participation (Dollars)	ACDBE Certification of Participation Amounts (Signature & Date)
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
<b>Total Gross Revenue</b>						<b>Total ACDBE Payments</b>	<b>\$0.00</b>	<b>Total ACDBE Participation \$</b>	<b>\$0.00</b>

The undersigned representatives of the Prime Concessionaire has reviewed the information submitted on this statement and confirms that it is true, correct, and complete.

Prepared By: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Certified By: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_