

VENDING MACHINE CONCESSION OPERATOR AGREEMENT

This Agreement dated as of _____ (“Effective Date”) is made by and between the County of Sonoma, a political subdivision of the State of California (“County”) and Prepango LLC, a Delaware limited liability company registered to do business in California (“Operator”). County and Operator are sometimes collectively referred to herein as the “Parties.”

R E C I T A L S

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

- A. County is owner and proprietor of the Charles M. Schulz-Sonoma County Airport (“Airport”) located in Sonoma County, State of California, and operates the same for the promotion, accommodation, and development of air commerce and transportation.
- B. Operator currently maintains retail concessions in other locations and wishes to place vending machines in the Airport terminal to accommodate travelers wishing to purchase items in location(s) identified in Exhibit A.
- C. County believes it is important to the proper operation of the Airport that quality merchandise be available for purchase by air passengers traveling through the Airport and desires to grant permission for Operator to conduct business at the Airport terminal.
- D. It is mutually agreed that this Agreement shall supersede any other prior agreement, or agreements, between the parties hereto for the right to operate a vending machine concession on other locations at the Airport.

A G R E E M E N T

1. OPERATIONAL PREMISES

County grants to Operator the right to conduct its vending machine operations in the Airport terminal. The locations of machines and storage space, as shown on Exhibits “A” and “A-1”, attached to this Agreement, shall be known as the Operational Premises. The location of each vending machine as well as storage space is subject to change by County as needed due to operational requirements.

2. OBLIGATIONS OF OPERATOR TO OPERATE A VENDING CONCESSION AT THE AIRPORT TERMINAL

Operator agrees to provide a vending machine concession at the Airport terminal in accordance with this Agreement and shall operate as provided herein in the Operational Premises for the term of this Agreement and for no other use or purpose.

A. Activities at Airport

Operator shall engage in the following activities at the Airport:

- (1) Operator's Premises on the Airport shall only be used for retail vending machine operations as previously approved by the Airport.
- (2) Operator shall operate its retail operation in a first-class manner, in accordance with the highest standards for this type of service within the travel industry and meet all local, state, and federal requirements and laws for operating vending machines at the Airport. Service shall be prompt, clean, courteous, efficient, otherwise of superior quality, and adequate to meet all reasonable demands for such service at the Airport.
- (3) Operator, at its own cost and expense, shall always maintain an adequate number of items to reasonably meet the public demand, therefore. If any vending machine merchandise (food and/or non-food) is not performing as to its expected revenues, in the joint opinion of Operator and County, then both parties shall mutually agree on type and price point of a new product offering.
- (4) Operator, at its own cost and expense, shall provide all equipment, fixtures, decorations, materials and supplies which Operator may need to conduct operations in a business-like manner, all of which shall be of high quality, safe, modern in design, attractive in appearance and in keeping with the general architecture and decor of the Airport's facilities, and all of which shall be subject to written approval of the Airport Manager prior to installation. Vending machines located in the terminal entry area shall always include state-of-the-art technology, quality and captivating graphics and overall presentation, with high quality offerings. Operator shall reimburse the County for the cost of any electrical and plumbing improvements required for its vending operations and preapproved by the Airport. All work shall be performed and managed by the Airport and its approved contractors.
- (5) Hours of Operation: Operator's vending machine concession shall remain open to serve the public twenty-four hours a day, seven days a week, 365 days per year.
- (6) Personnel: Operator shall, at all times, provide a qualified, competent, and experienced contact person that shall be authorized to represent Operator in matters of maintenance, repairs, shipping, and receiving inventory.
- (7) Operator shall employ a qualified company or person(s) who shall clean, re-stock, and be responsible for maintaining the vending machine(s), providing sufficient coverage to ensure no interruption in service on any machine. Prohibited Activities at Airport
- (8) Parking: Operator shall not permit or allow any vehicles that belong to or are controlled by Operator or Operator's employees, suppliers, shippers, customers, or invitees to be loaded or unloaded in areas other than those designated by Airport for that particular activity.

- (9) Operator shall not allow or permit any person or object in violation of Airport’s security policy or by law that is not interrelated with Operator’s activities allowed under this Agreement.

3. NONEXCLUSIVE USE

Operator shall have no exclusive rights under this Agreement. County may at any time negotiate with and enter into agreements including concession agreements with other vendors, individuals, or entities engaging in vending machine activity in or around the Airport.

4. TERM

The initial term of this Agreement shall be three (3) years commencing April 1, 2024. The term of this Agreement will automatically extend, for up to two (2) additional terms of one (1) year each unless Operator or County cancel this Agreement, at the end of any term, by delivering to the other party written notice not to extend the term, not less than sixty (60) days prior to the expiration of the then current term. If written notice is not received by either party, as stated above, then the aforementioned additional agreement term(s) will be extended. This Agreement may also terminate in accordance with Section 17 “Termination by Non-Performance or Violation”.

CONCESSION FEES

A. Minimum Annual Guarantee (MAG)

Operator shall pay a minimum amount to the County in recognition of expenses incurred for utilities, maintenance, and normal wear and tear associated with the Premises. At the time of execution of this Agreement, the Minimum Annual Guarantee (MAG) is \$1,200.00 per year per machine.

B. Percentage Fee

In excess of the MAG, as defined above, the Operator shall pay to County, as compensation for the concession privileges granted under the Agreement, a Percentage Fee of the Gross Receipts derived by Operator from operations authorized by this Agreement. The Percentage Fee varies upon the product sold and shall be paid as follows:

- (1) Ten percent (10%) for perishable food/beverage;
- (2) Twenty percent (20%) for sundry and non-food/beverage items; and
- (3) Twenty percent (20%) for pre-packaged non-perishable food/beverage.

The Percentage Fee for this Agreement shall be calculated by the Gross Receipts from all business operations conducted on the Operational Premises in accordance with Section 6 “Definition of Gross Receipts” of this Agreement. When calculating the payment of the Percentage Fee: (i) if the Percentage Rent is greater than the MAG, then remit the full

Percentage Fee and omit the MAG; or (ii) if the Percentage Rent is less than the MAG, then remit the MAG with no Percentage Fee.

C. Terminal Rental Fees for Storage Space

Operator shall pay Terminal Rental Fees to the county for each square foot of storage space utilized for the operation of their Airport vending machine business, as shown in Exhibit A-1, Storage Areas. Terminal rental fees for county fiscal year 23/24 are \$3.93 per square foot, and are subject to change by the County Board of Supervisors. A minimum storage area fee may be established at any time during the term of this agreement.

Operator has requested and County has granted the storage space of Room 160 as depicted on Exhibit A-1. The square footage of this space is approximately eighty-one (81) square feet and based upon the fees listed above, the monthly fee shall be \$320.00 per month and is in addition to the MAG and Percentage Fees of the vending machines.

D. Payment of Percentage Fee and Other Fees

All payments and fees shall be due and payable monthly in accordance with the provisions of Section 7 “Payment Procedure” of this Agreement.

5. DEFINITION OF GROSS RECEIPTS

A. Gross Receipts

Gross Receipts shall include, but shall not be limited to, any and all revenues received or derived by the authorized items under Section 2 “Obligations of Operator to Operate a Vending Concession at the Airport Terminal” and that are amended from time to time.

B. Gross Sales

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

C. Exclusion from Gross Receipts

Each exclusion from Gross Receipts shall be segregated in the Operator's monthly statement of gross receipts. The following are the only exclusions to the definition of Gross Receipts permitted under this Agreement:

- (1) Any taxes now or hereinafter levied or imposed by any local, state, or federal law and paid by the customer and which are directly payable to the taxing or tax collecting authority by the Operator.
- (2) Customer-initiated refunds and chargebacks for incorrect and/or damaged sales.

- (3) Sums received as insurance or otherwise for damage to inventory or other property of Operator.
- (4) Any sums received from the disposal of fixtures, equipment, and inventory.
- (5) Any California Redemption Value fee imposed on certain recyclable beverage containers.
- (6) Employee or Airport staff discounts or rebates, but only to the extent that Operator provides auditable proof to the County that the discounts or rebates are specifically attributable to customers at the Airport.

D. Installment and Credit

Each Transaction made on installment or credit shall be treated as a transaction for the full price in the month during which such charge or transaction occurs, regardless of when the Operator receives payment, whether full or partial.

E. No Negative Transactions

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

6. PAYMENT PROCEDURE

A. Monthly Statement of Gross Receipts and Percentage Fee Payment

On or before the twentieth (20th) day of each following month during the Term of this Agreement, Operator shall deliver to County correct statements and all applicable fees as follows:

- (1) Operator shall submit a statement of gross receipts in accordance with Section 6 “Definition of Gross Receipts” of this Agreement for the preceding month. The statement shall be prepared and signed by Operator or his/her designated agent, and shall indicate:
 - a. The Percentage Fee calculated for the Gross Receipts itemized for each machine for the preceding month (exclusions from Gross Receipts shall be itemized);
 - b. Deductions or adjustments to the Gross Receipts; and,
 - c. The total amount of fees due for the preceding month.
- (2) Monthly Payment. Each monthly payment is due and payable on the twentieth (20th) day of each following calendar month during the Term of this Agreement, and delinquent if not paid within five (5) days of when due and payable.

B. Place of Payment and Filing

Payments, together with the statements and records required herein, shall be delivered to, and filed with:

Charles M. Schulz – Sonoma County Airport
Attn: Accounts Receivable
2290 Airport Blvd.
Santa Rosa, CA 95403
Email: STS-AR@sonoma-county.org

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

C. Form of Payment

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

D. Charge for Late Payment

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

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

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

7. RECORDS AND ACCOUNTS

A. Records

Operator shall, at all times during the term of this Agreement, keep or cause to be kept true and complete books, records, controls and accounts of all financial transactions in the operation of all business activities, to be supported by source documents such as vending records and reports, purchase invoices, or other pertinent documents.

(1) The Accounting Year

The accounting year shall be twelve (12) calendar months commencing on the first day of July and ending on the last day of June the following year, corresponding to the County's fiscal year.

(2) Public Disclosure

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

8. AUDITS

All Operator's books of account and records and supporting source documents related to this Agreement or to business operations conducted within or from the Airport shall be made available to County upon reasonable notice. County shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account, records, and supporting source documents at any and all reasonable times, upon prior written request, for the purpose of determining the accuracy thereof, and of the monthly statements of sales made and monies received. Income tax returns, if submitted to the County pursuant to this Agreement, shall be treated by the County as Confidential Business Information and therefore not subject to public inspection, subject to applicable law.

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

A. Underpayment

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

B. Adequacy of Records

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

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

9. POSSESSORY INTEREST/TAXES

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

10. ASSUMPTION OF RISKS

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

11. LIABILITY: INSURANCE AND INDEMNIFICATION

A. Required Insurance Coverage

With respect to this Agreement, Operator shall maintain and shall require all its contractors, consultants, and other agents to maintain insurance as described in Exhibit “B”, which is attached hereto and incorporated herein by this reference. During the entire term of this Agreement Operator shall maintain insurance in accordance with the County’s requirements for insurance minimum coverage, as they exist today and will change in the future.

B. Indemnification.

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

12. CLEANLINESS

- A. Operator agrees to keep all portions of the Operator’s Premises clear and free of all litter, garbage, debris, and refuse, and to keep such areas in an orderly and sanitary condition at all times, including maintaining compliance with any and all applicable laws and regulations related to the operations described in Section 2 “Obligations of Operator to Operate a Vending Concession at The Airport Terminal”. Operator shall be responsible for removal of litter, garbage, and refuse. Janitorial services are not provided for the locked storage area(s).
- B. Operator shall be responsible for recycling all eligible materials under the County of Sonoma Zero Waste Sonoma Program. Operator shall be responsible for removal of refuse

and recyclable materials from portion of the Operator’s Premises utilized by Operator and disposed of in outdoor bins as directed by Airport.

13. INSPECTION

It is agreed that County, its authorized agents, officers, or employees, shall have the right to enter said Operator’s Premises at all reasonable times for the purpose of inspecting the same.

14. STORAGE AND DISCHARGE OF HAZARDOUS MATERIALS

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

B. If, as the result of an occurrence arising out of Operator’s or its agents’, subcontractors’ or invitees’ use or presence on the Operator’s Premises, Hazardous Materials become present on the Operator’s Premises after the Commencement Date which results in contamination, then Operator agrees to be responsible for any damages or clean-up occasioned thereby. Without limiting the foregoing, if the presence of any Hazardous Materials on the Operator’s Premises during the term of this Agreement result in any contamination of the Airport, or otherwise results in the release or discharge on, under or from the Operator’s Premises of Hazardous Materials, Operator shall promptly take all actions at its sole expense as are necessary to return the Airport to the condition existing prior to the introduction of any such Hazardous Materials to the Airport or to otherwise remove and/or abate the release or discharged Hazardous Materials; provided that Airport’s approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Airport, will not unreasonably interfere with the use and enjoyment of other portions of the Airport, and will be performed in accordance with all Hazardous Materials Laws. Upon the termination of this Agreement, Operator shall surrender the Operator’s Premises to Airport free of any and all Hazardous Materials (except any Hazardous Materials existing on the Operator’s Premises prior to the Commencement Date) and in compliance with all Hazardous Materials Laws.

C. For the purpose of this section, the term “Hazardous Materials” includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health & Safety Code, Section 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or

regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

15. NONDISCRIMINATION

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

16. TERMINATION BY NON-PERFORMANCE OR VIOLATION

A. Termination by County

This Agreement may be terminated by County for non-performance and/or violation of the terms and covenants between County and Operator. Notice of such of termination for non-performance and/or violation shall be delivered according to Section 21 “Notices”. The termination shall be effective immediately upon receipt of notice, or on the date listed within the notice, which date shall be no more than thirty (30) days after the receipt of notice. County may terminate this Agreement upon the occurrence of any of the following events:

- (1) The failure of Operator to fulfill any obligation under this Agreement which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Operator.
- (2) The abandonment of the Operator’s Premises by Operator.
- (3) The failure of Operator to observe and comply with any applicable laws, covenants, or restrictions of record, building codes, regulations and ordinances in the occupancy and use of the Operator’s Premises where the failure (a) constitutes a risk to health or safety, in the reasonable opinion of the County; or (b) continues for a period of more than ten (10) days following written notice to Operator.
- (4) The second failure of Operator to make any payment of concession fees or any other amount required under this Agreement where such failure continues for a period of five (5) days following written notice to Operator.
- (5) The failure to maintain all required insurance under Article 12 of this Agreement.
- (6) The occurrence of any of the following events, to the fullest extent allowable by law:
 - (a) the making of any general arrangement or assignment for the benefit of creditors;
 - (b) becoming a “debtor” as defined in 11 U.S.C. §101 or any successor statute thereto;
 - (c) the appointment of a trustee or receiver to take possession of substantially all of

Operator's assets located at the Operator's Premises or Operator's interest in this Agreement, where possession is not restored to Operator within thirty (30) days; the attachment, execution or other judicial seizure of substantially all of Operator's assets located at the Operator's Premises or Operator's interest in this Agreement, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect and shall not affect the validity of the remaining provisions.

B. Remedies

In the event of termination of this Agreement by County pursuant to this Article, Operator shall immediately surrender possession of the Operator's Premises to County. If Operator fails to immediately surrender possession of the Operator's Premises, County may pursue any lawful means to obtain possession from Operator. Further, in the event of such termination by County, County shall be entitled to recover from Operator:

- (1) The worth at the time of award of any unpaid fees and other charges which had been earned at the time of such termination; and
- (2) Any other amount necessary to compensate County for all the detriment proximately caused by Operator's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by County in terminating this Agreement, maintaining or preserving the Operator's Premises after such default, preparing the Operator's Premises for re-letting to a new Operator and any repairs or alterations to the Operator's Premises.

C. Remedies Not Exclusive

No right or remedy herein conferred upon or reserved to County or Operator is intended to be exclusive of any other right or remedy, except as expressly stated herein, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute, except such rights or remedies as are expressly limited herein.

D. Waiver of Rights of Redemption

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

17. WAIVER OF DEFAULT / BREACH

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

18. BANKRUPTCY

It is agreed that in the event Operator shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Agreement shall immediately terminate and County shall have the right forthwith to re-enter said Operator's Premises, and in no event shall this Agreement be, or be treated as, an asset of Operator after adjudication of bankruptcy.

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

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

19. FORFEITURE

If the following events occur, the County, at its option, may terminate this Agreement:

- A. If Operator offers, causes, or affects composition of creditors, or
- B. a reorganization or plan to reorganize, or
- C. adjustment or plan of readjustment of Operator's debts, or
- D. if any receiver, attachment, or keeper of the business or of the property or assets of Operator be instituted, and such receiver, attachment or keeper be not discharged or released within ten (10) days, or
- E. if the receiver makes a general or any assignment for the benefit of Creditors, or
- F. if the receiver should abandon or vacate the Operator's Premises.

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

20. NOTICES

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

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

Airport: Airport Manager
 Charles M. Schulz-Sonoma County Airport
 2290 Airport Blvd.
 Santa Rosa, CA 95403
 Email: STS-Real-Estate@sonoma-county.org

Operator: Prepango LLC
 806 Starboard St.
 Chula Vista, CA 91914
 Email: marcos@prepango.com

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

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When notice is sent by email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the email, (2) the sender has a written confirmation of the email, and (3) the email is transmitted before 5:00 p.m. (recipient's time). Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. In all other instances, notices shall be effective upon receipt by the recipient. Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this paragraph.

21. COMPLETE UNDERSTANDING AND AMENDMENTS

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

22. SUCCESSORS

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

23. REPRESENTATION

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

24. TIME

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

25. CAPTIONS

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

26. NON-INTERFERENCE WITH OPERATION OF AIRPORT

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

If any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the Operator's Premises, or on any part thereof, then, as an alternative to termination of this Agreement under the provisions of Section 28, "Subordination to Rights of Federal Government" of this Agreement, the County, after giving thirty (30) days written notice to Operator, during which period Operator may abate or correct the omission or objection so set forth in County's notice, may thereupon correct such omission or objection by entering the Operator's Premises itself, or by its agents, servants or employees, without such entering causing or constituting a termination of this Agreement or an interference with possession of the Operator's Premises by Operator, and the County may cause abatement of such proscribed or prohibited condition or activity; and, in such event, the Operator agrees to pay the County the expenses of the County incurred in the above connection as additional fees within thirty (30) days after the submission of an invoice showing the reasonable expenditure or the incurring of any such reasonable expenditure by the County.

27. SUBORDINATION TO RIGHTS OF FEDERAL GOVERNMENT

It is understood and agreed that Operator accepts all of the terms of this Agreement subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operations, regulation or taking over of Airport; and Operator agrees to hold harmless and without liability the County in the event that the United States government, for any

reason, exercises any such right, resulting in the County being unable to comply with any or all of the terms of this Agreement.

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

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

28. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

In addition to the foregoing terms, covenants and conditions of this Agreement, the following covenants and agreements are hereby made an integral part of this Agreement by reason of the requirements of the Federal Aviation Administration:

- A. **Discrimination prohibited.** Operator, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Operator shall use the Operator's Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- B. **Violation.** That in the event of a violation of any of the above nondiscrimination covenants, County shall have the right to terminate the Agreement and to reenter and repossess said concession area and the facilities thereon and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

- C. **Accommodations, services.** Operator shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- D. **Non-compliance with Section C.** Non-compliance with Sub-section C above shall constitute a material Breach hereof and in the event of such non-compliance County shall have the right to terminate this Agreement and the estate hereby created without liability therefore or at the election of County or the United States either or both said Governments shall have the right to judicially enforce those provisions.
- E. **Agreements with Operator.** Operator agrees that it shall insert the above five provisions in any agreement, contract, etc. by which said Operator grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Operator's Premises.
- F. **Affirmative Action.** Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Operator assures that it will require that its covered sub-organizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effort.
- G. **Future Development.** County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Operator, and without interference or hindrance.
- H. **Right to repair.** County reserves the right, but shall not be obligated to Operator to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Operator in this regard.
- I. **Right of flight.** There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Operator's Premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

- J. **Approach protection.** Operator agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Operator’s Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Operator’s Premises.
- K. **Maximum elevation, right to cure.** Operator by accepting this Agreement expressly agrees for itself, its successors and assigns that it will not erect or permit the erection of any structure or project, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 147 feet.
- L. **Interference with Operations.** Operator by accepting this Agreement agrees for itself, its successors and assigns that it will not make use of the Operator’s Premises in any manner, which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the Operator’s Premises and cause the abatement of such interference at the expense of Operator.
- M. **Exclusive use prohibited.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).
- N. **War or National Emergency.** This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.
- O. **Additional Federal Provision.** Operator agrees to abide by the additional Federal Aviation Administration provisions as outlined in Exhibit “C” - “Federal Provisions” and attached to this Agreement.

29. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Operator 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. The Operator agrees to include the prior 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. The Airport's ACDBE non-car rental overall concession goal is 173% for federal fiscal years 2022-2025, and the Airport expects to meet its ACDBE participation goals entirely through race-neutral means. The Airport encourages Operator to take active race/gender neutral steps to include ACDBE's, including but not limited to local ACDBE's.

Operator shall promptly comply with all County ACDBE requirements as outlined in Exhibit "D" – County of Sonoma Airport Concession Disadvantaged Business Enterprise (ACDBE) Program Requirements.

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

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

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

30. REMODEL, ALTERATION AND CONSTRUCTION ACTIVITIES DURING TERM

County may reconstruct, alter, or remodel the Airport at any time and will provided notice to Operator in advance of such activities. Disruption to Operator's concession shall be minimized, as to the extent possible; but some activities may temporarily suspend Operator's concessions.

It is understood by Operator that dirt and dust may be created from time to time by the maintenance, remodel, alteration or construction of the Airport and associated facilities. Operator accepts this condition without reservation as a part of this Agreement and as such, shall not be entitled to a reduction in its fees to County as a result of any dust or dirt landing on Operator's Premises.

Operator further understands that any remodel, alteration, or construction may cause inconvenience and disruption. Operator accepts this condition without reservation as part of this Agreement and as such, shall not be allowed any compensation or reduction in fees to County for losses suffered as a result of said remodel, alteration or construction.

31. NO JOINT VENTURE

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

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

OPERATOR:

Prepango LLC, a Delaware limited liability company

By: _____
Marcos Modiano
Manager

Date:

COUNTY:

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

By: _____
Jon Stout, CAE, AAE
Airport Manager

Date:

APPROVED AS TO FORM:

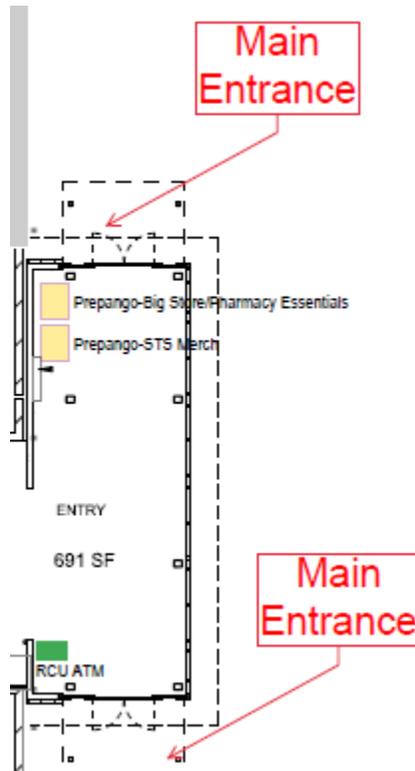
CERTIFICATES OF INSURANCE ON
FILE WITH DEPARTMENT:

Deputy County Counsel

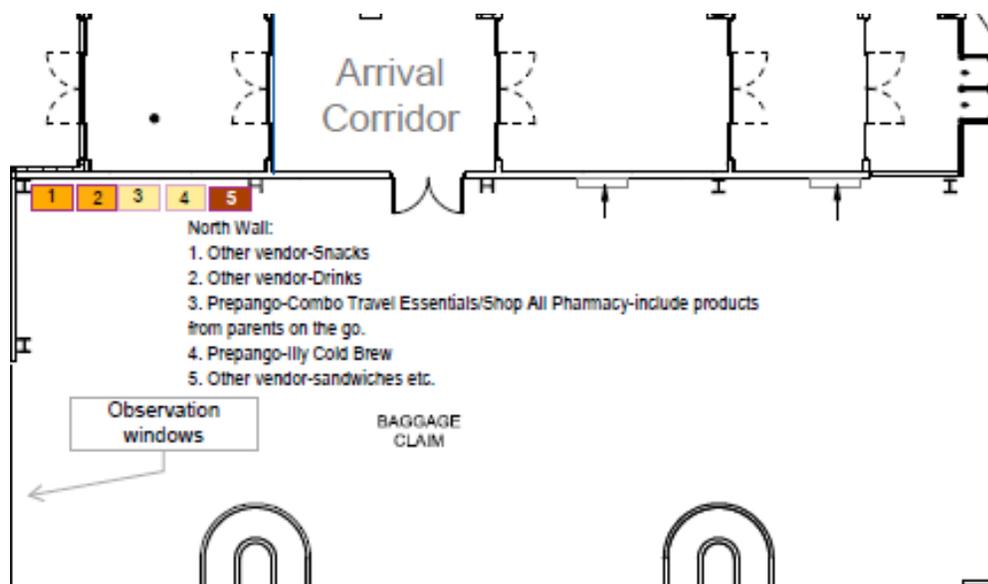
Airport Property Specialist

EXHIBIT A
OPERATOR'S PREMISES

LOCATION: MAIN ENTRANCE VESTIBULE-PRE-SECURITY; 2 LARGE MACHINES AS SHOWN IN YELLOW/BUFF



LOCATION: NORTHWEST CORNER IN BAGGAGE CLAIM-PRE-SECURITY; 2 MACHINES AS SHOWN IN YELLOW/BUFF



LOCATION: NORTHWEST CORNER IN POST SECURITY CONCOURSE B; 3 MACHINES AS SHOWN IN YELLOW/BUFF

LOCATION: EAST WALL IN POST SECURITY CONCOURSE B; 3 MACHINES AS SHOWN IN YELLOW/BUFF



LOCATION: POST SECURITY CONCOURSE A; 3 MACHINES AS SHOWN IN YELLOW/BUFF

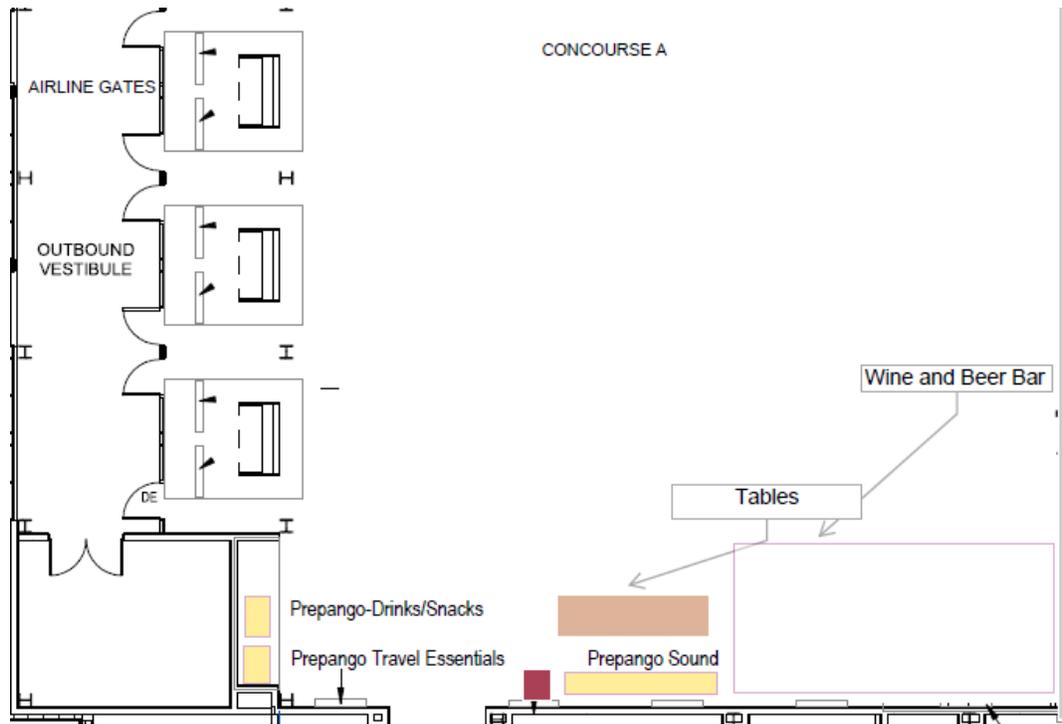
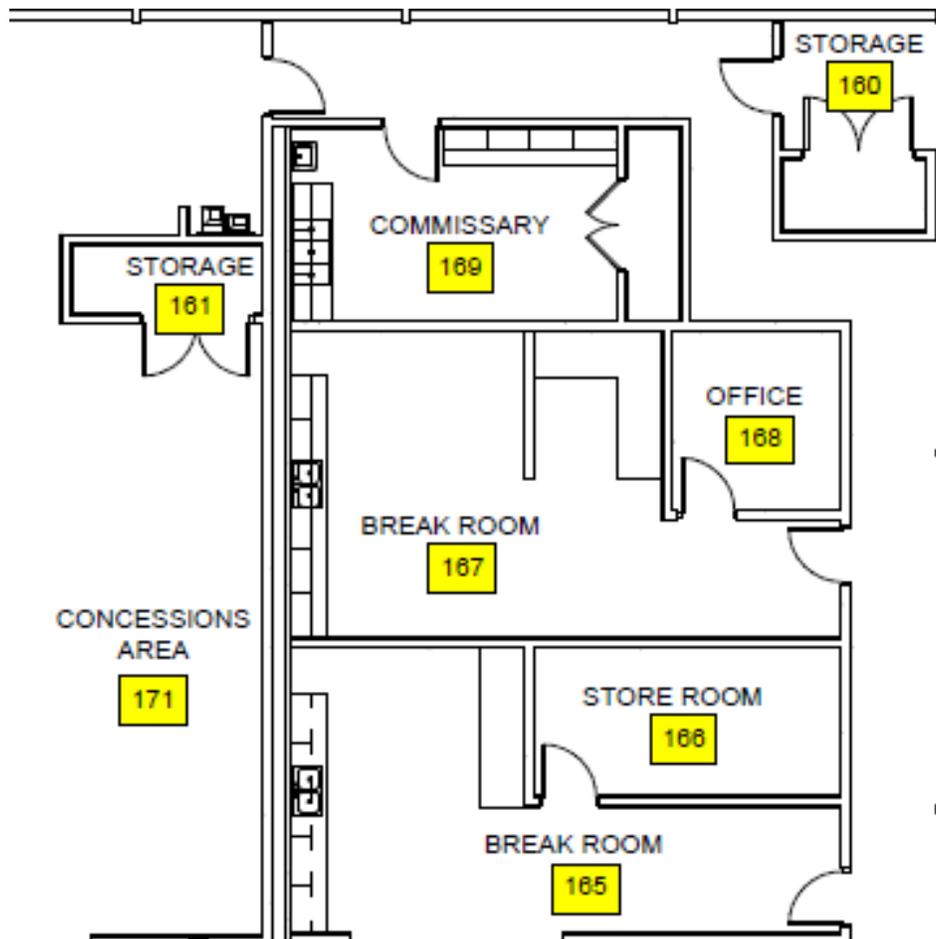


EXHIBIT A-1
STORAGE AREA

Room 160 adjacent to the north wall of Concourse B as shown in the diagram below is hereby included in Operator's premises for use as storage. This storage area is 81± square feet.



**EXHIBIT B
INSURANCE (#9)**

Operator shall maintain and require its subcontractors and agents to maintain, during the term of this Agreement or any extensions of the term, insurance as described below.

County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Operator from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Agreement.

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. Liquor Liability Insurance (Required if alcohol will be available 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. Permittee is responsible for any deductible or self-insured retention.
- c. Required Evidence of Insurance: Certificate of Insurance.

4. Increases in Limits of Insurance

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

5. Standards for Insurance Companies

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County Airport, 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.

7. Policy Obligations

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

8. 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.

**EXHIBIT C
FEDERAL PROVISIONS**

GENERAL CIVIL RIGHTS PROVISIONS

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

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

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used, or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

Title VI Solicitation Notice:

The **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 for 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 no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (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 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*)

1. Compliance with Nondiscrimination Requirements

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

- A. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

2. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (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 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY
ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by The Airport pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) 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 (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to

- discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
 - C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

EXHIBIT D

**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., skydiving, 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 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.

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 E

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.**

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: 50%; padding: 5px;">Subcontractor</td> <td style="width: 50%; padding: 5px;">Supplier</td> <td style="width: 20%;"></td> </tr> <tr> <td style="padding: 5px;">Regular Dealer</td> <td style="padding: 5px;">Broker</td> <td></td> </tr> <tr> <td style="padding: 5px;">Manufacturer</td> <td style="padding: 5px;">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 RACE-NEUTRAL PARTICIPATION LISTING

Concessionaire:			
			\$

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
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Date	Title
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