



SACRAMENTO INTERNATIONAL AIRPORT

Automated Concessions County of Sacramento Department of Airports

August 31, 2026

Request for Proposals Automated Concessions 2026

PREPARED BY
Sacramento County Department of Airports

Table of Contents

SECTION 1: INTRODUCTION	1
Introduction	2
Mission, Vision, and Values	3
Automated Concession Program Goals	4
RFP Timeline	5
SECTION 2: AIRPORT INFORMATION	6
Airport Information	7
Airlines and Service	9
SMF Catchment Area	10
SAC General Information	11
SECTION 3: TERMS AND REQUIREMENTS	13
Business Terms	14
SECTION 4: OPERATING COSTS	17
Taxes and Insurance	18
Airport ID Badging	18
Employee Parking	19
SECTION 5: OPPORTUNITY AND LOCATIONS	20
Location Details and Packages	21
SMF Layout Map and Location	22
Terminal A SMF Locations	24
Terminal B SMF Locations	24
Concourse B SMF Locations	24
Parking Garage Locations	27
Rental Car Center Lobby Locations	247
SAC Layout Map and Locations	28
Effective Period of Proposals	32
Communications	32
Submission Requirements	33
Evaluation Criteria	36
SECTION 6: INSTALLATION	43



SECTION 7: DISCLAIMERS

45

SECTION 8: LIST OF ATTACHMENTS

48





SECTION 1: INTRODUCTION

Introduction

The Sacramento County (County) Department of Airports (Department) invites qualified automated concession operators to submit proposals to install, operate, and maintain automated concessions (vending machines) at Sacramento International Airport (SMF) and Sacramento Executive Airport (SAC) (collectively, the Airports).

This Request for Proposals (RFP) is intended to result in one or more automated concession agreements with qualified operators. Selected operators will provide high-quality, reliable vending machines that serve both airport employees and the traveling public.

The Department expects operators to align with the Department's mission of putting people at the center of every trip and experience, while supporting the Airports' operational, sustainability, and customer service objectives by providing responsive service and dynamic product offerings.

This RFP outlines the program goals, requirements, evaluation criteria, timeline, and proposal instructions applicable to this solicitation.

We look forward to your proposals and working with you on this opportunity.



Mission, Vision, and Values

Mission & Vision

Our Mission:

To put people at the center of every trip, every experience, every day.

Our Vision:

To be the most loved airport.

SMF Values

Start with the Customer

Our passengers are our top priority and everything we do should help us in delivering an experience that makes them feel at home.

Make Something Better Today

We refuse to settle for the way things are and see every day as an opportunity to improve.

Collaborate

We are stronger together. We're able to accomplish more for our customers and each other through shared goals and mutual support.

Be Transparent

We communicate internally and externally with unwavering candor, honesty, and respect.

Own It

We are a team of doers. We take pride in what we do and we take responsibility for the opportunities placed before us.



Automated Concession Program goals

The Automated Concession Program is intended to serve airport employees, passengers, and visitors while supporting the financial sustainability of the Airports.

Automated Concession Program goals include:

- Appeal: Offer a wide range of convenient, high-quality product options.
- Adaptability: Respond to changing consumer preferences with flexible product offerings and smart technology using data-driven insights.
- Efficiency: Optimize inventory management and reduce waste.
- Experience: Partner with operators experienced in managing high-demand automated concessions.
- Opportunity: Promote a fair and inclusive program that supports participation by both large and small businesses, including local and regional operators.



RFP Timeline

Activity	Date	Time
RFP Issued	August 31, 2026	
Optional Pre-Proposal Conference	September 21, 2026	10:00am PST
Optional Site Visit	September 22, 2026	10:00am PST
Deadline for Questions	October 9, 2026	4:00pm PST
Addenda Responses to Questions Posted	October 21, 2026	4:00pm PST
Proposals Due	October 28, 2026	4:00pm PST

The following events are reference placeholders only

Selection Committee Evaluation of Proposals	Week of November 9 th , 2026
Interview Finalists (if necessary)	Week of November 16 th , 2026
Recommendation to Director	Week of December 7 th , 2026
Recommendation to Board of Supervisors	February 2027
Agreement(s) Executed	March 2027

The Department reserves the right to modify, at its sole and absolute discretion, this schedule and any specific time-of-day deadlines, including agreement start date.





SECTION 2: AIRPORT INFORMATION

Airport Information

Department Overview

The Department is responsible for planning, developing, operating, and maintaining the airports that comprise the Sacramento County Airport System (Airport System):

- Sacramento International Airport (SMF)—Commercial passenger traffic
- Mather Airport (MHR)—Air cargo and general aviation
- Executive Airport (SAC)—General aviation
- Franklin Field (F72)—General aviation and training activities

The Airport System is a self-supporting enterprise fund of the County that is not supported by the County's General Fund. No local tax dollars are used to fund or operate the Department's airports. Airport tenant and user rents, fees, and charges support the operating and capital budgets for the Airport System.

The Automated Concession Program contributes to the financial sustainability of the Airport System, as it generates revenue from Airport tenants through user rents, fees, and charges.

Sacramento International Airport (SMF)

SMF is the region's primary commercial service airport, serving origin-and-destination passengers across a multi-county catchment area. SMF offers two passenger terminals with a full range of concessions, passenger amenities, and accessibility services.

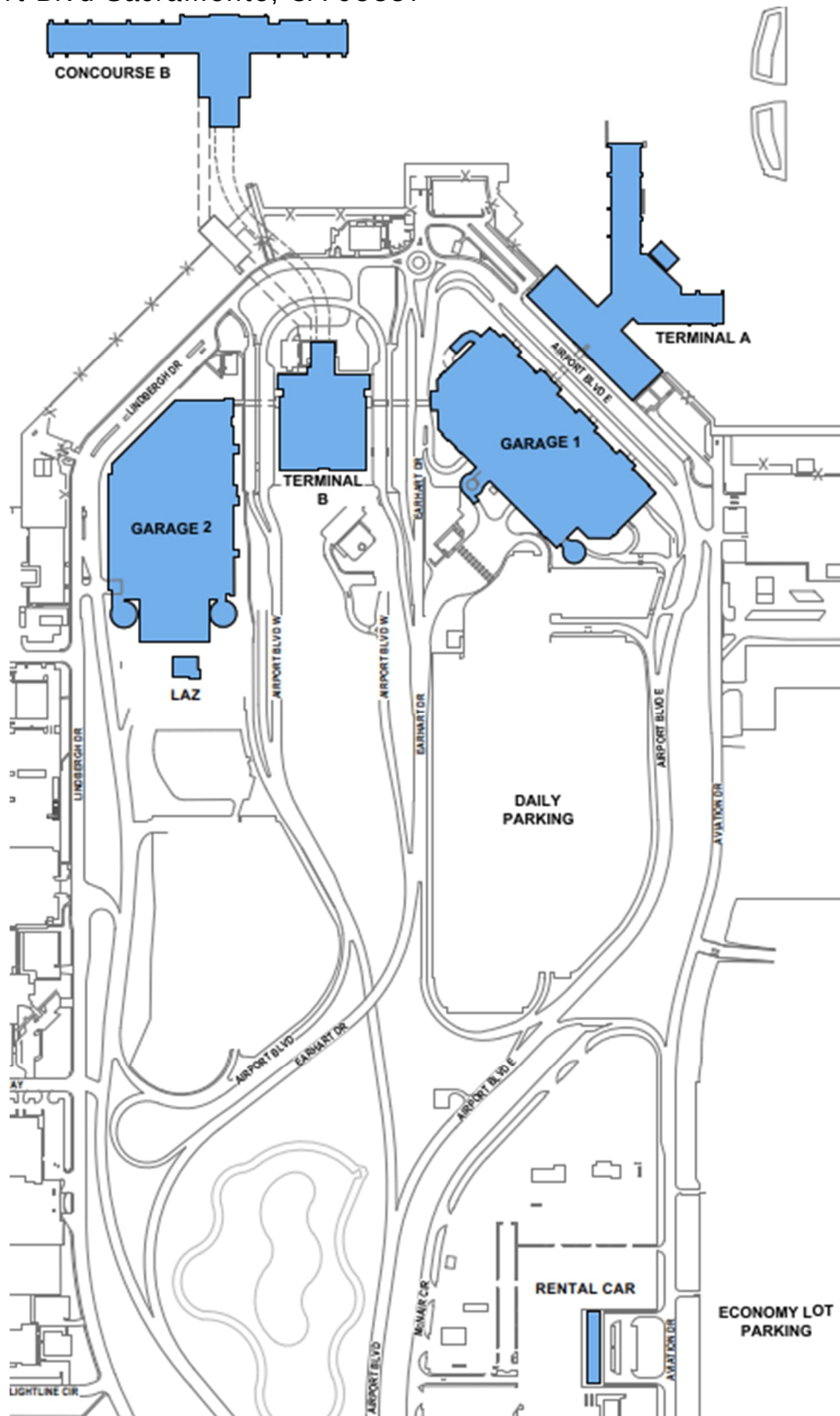
Wi-Fi Internet access is available to the public free of charge throughout both terminals. Language services for non-English speakers, accessible accommodations and services, including AIRA (a visual interpretation service for the visually impaired) are provided throughout the terminals.

SMF provides nursing lounges and pet relief areas post-security in both terminals as well as courtesy phones, and pre- and post-security ATMs in both terminals. Across SMF, passengers and visitors can view art collections from renowned artists.

Automated concessions are located in both pre-security and post-security areas, Rental Car Facility, as well as in employee-only spaces throughout the campus.



6900 Airport Blvd Sacramento, CA 95837



Airlines and Service

SMF Airlines and Market Share

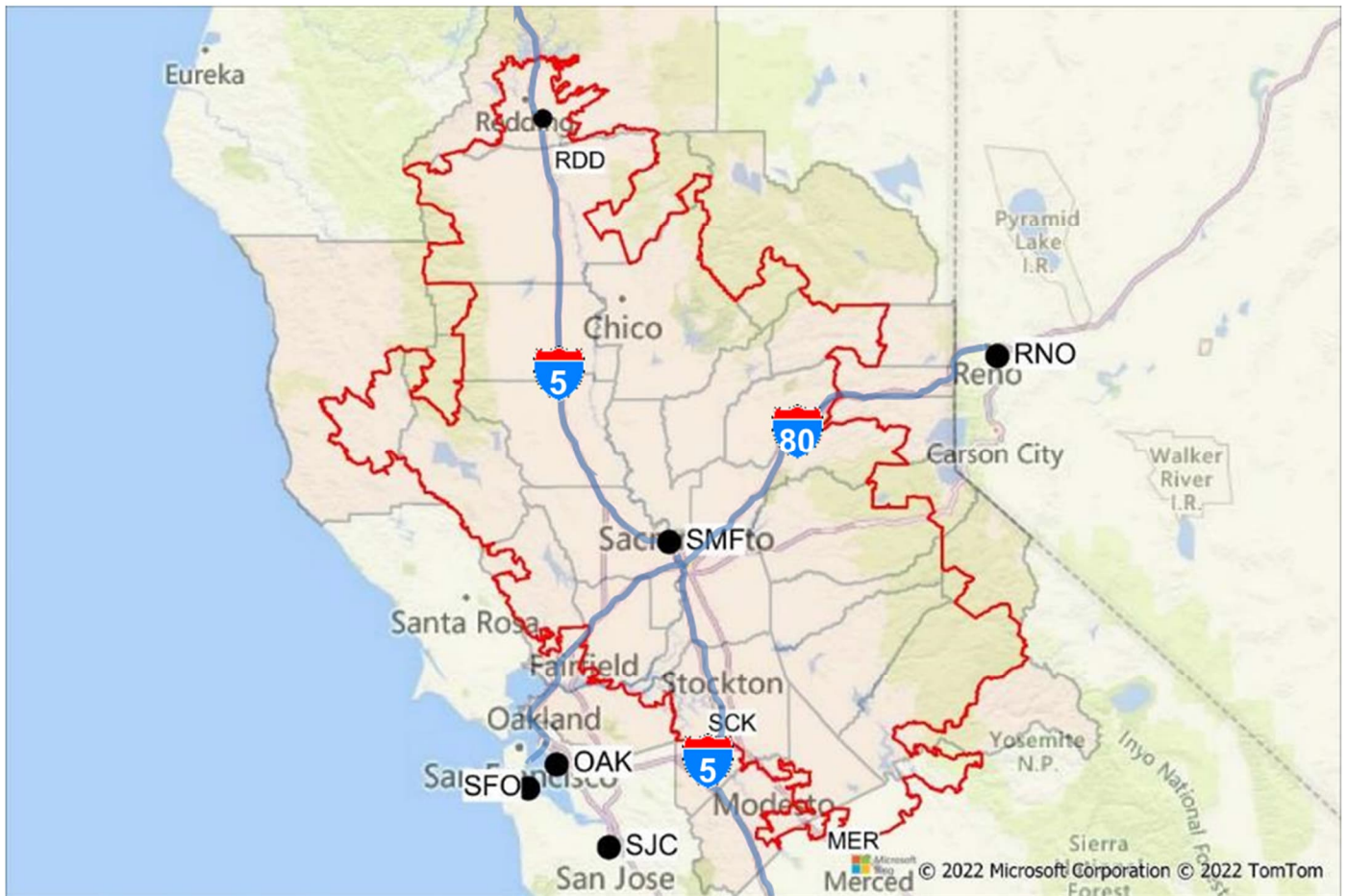
The following table lists the airlines and the terminal they operate from. The airline locations at SMF are subject to change at any time prior to award of the automated concession agreements, and throughout the agreement term.

Airline	Terminal	Domestic/International	Market Share %
Air Canada	A	International	0.5%
American Airlines	A	Domestic	9.4%
Delta Airlines	A	Domestic	10.3%
United Airlines	A	Domestic	10.3%
AeroMexico	B	International	0.5%
Alaska / Hawaiian / Horizon	B	Domestic/International	9.0%
Frontier	B	Domestic	1.2%
Jet Blue	B	Domestic/International	0.6%
Southwest	B	Domestic/International	54.6%
Volaris	B	International	2.1%

Sources: 2025 calendar year airline reported enplanements; SCDA. Charter and flights classified as "other" omitted.



SMF Catchment Area



Note: Includes zip codes with SMF share of nonstop flight markets equal to or greater than 40% or closest to SMF
Source: Campbell-Hill Catchment Area Study 2022

Sacramento Executive Airport (SAC) General Information

SAC is a general aviation airport serving business, charter, training, and public safety operations. Automated concessions at SAC are intended primarily to serve pilots, employees, and visitors within the terminal lobby and common areas.

SAC Terminal Facilities and Services

SAC does not have commercial airline terminals like larger passenger airports. Instead, its terminal facilities are oriented towards general aviation pilots, passengers, and aviation businesses. The airport provides a single terminal building and supporting facilities that serve the general aviation community rather than commercial airline travelers.

Within the terminal and adjacent facilities, SAC offers services typical of a general aviation airport, including:

- Terminal Lobby.
- One conference room within the terminal.
- Full-service Fixed Base Operator (FBO) services include fueling (100LL and Jet A), line support, and aircraft handling provided by Modern Aviation.
- Tie-downs, hangar space rentals, and aircraft maintenance services through on-airport aviation businesses.
- Four flight training providers.
- Ground transportation available through transportation network carrier, Lyft.

General amenities at SAC also include accessible facilities and services throughout the terminal area for passengers and users with disabilities.







SECTION 3: TERMS AND REQUIREMENTS

Business Terms

A. Term

The agreement term is up to five years.

B. Percentage Rent

Selected operator(s) will pay a percentage of gross monthly revenue as rent. Current percentage rent rates range from approximately 10% to 32%, depending on location and concept. Pricing in employee-only areas is expected to be lower than in public-facing locations. Proposers may submit reduced percentage rent proposals for employee-area machines to reflect lower pricing.

C. Hours of Operation

Automated concession machines must be operational 24 hours a day, seven days a week.

D. Support Space

Support space available only at SMF and may be assigned by the Department for office or storage uses related to automated concession operations at SMF. Any tenant improvements are the responsibility of the operator and subject to Department approval.

Support space at SMF will be available at the then-current rate at the time of automated concession agreement award. The rate at RFP issuance is \$51.00 per square foot annually (\$4.25 per square foot per month) and on each July 1 during the term hereof, as well as during any holdover period, the annual rate per square foot shall increase by three percent (3%).

E. General Requirements

The selected proposer(s) shall have a non-exclusive right to install, operate, and maintain automated concession machine(s) in accordance with the agreement. Operators will provide, install, stock, maintain, and manage all automated concession machines at their sole cost. All automated concession machines, products, and services are subject to Department review and approval prior to installation.

F. Waste Collection Fee

The selected proposer(s) shall comply with the Department's Waste Management Policy (Appendix 4) and all applicable State and County requirements. The Department may implement cost-recovery fees related to waste disposal programs.



G. No Tenant Improvements Allowance

County funds for tenant improvements are not available for the automated concession program.

H. Sales Reporting

The selected proposer(s) will be required to provide detailed sales and transaction reports using a computerized reporting system as specified in the agreement.

I. Delivery Information

The selected proposer(s) will be responsible for delivery of their products and supplies. The Department, from time to time, may issue delivery procedures that best allow for the safe movement of delivery vehicles at the Airports. The Department may issue schedules of acceptable delivery times, locations, and points of access, and vehicle size restrictions by written notice.

Requirements for security screening of employees and goods are established by the Department of Homeland Security and may be changed from time to time. Automated concession operators shall be responsible for complying with existing and future requirements as well as any costs associated with such compliance. SMF plans to develop a centralized receiving program which may require operators to fund.

SMF operates under the security direction of the Transportation Security Administration (TSA). TSA has in the past issued operational bulletins and restrictions upon notice that can impact automated concession operations. The Department is obligated to comply with these restrictions. The Department will communicate new restrictions and TSA-mandated procedures with automated concession operators.

The Department is developing a Centralized Receiving and Distribution Center (CRDC) at SMF that will serve as a single point of entry for all vehicles and persons with product deliveries to SMF's secured areas. The CRDC will help the Department comply with federal regulations contained in 49 CFR §1542 that require screening and inspection of vehicles and persons entering secured areas. The CRDC will be funded by a user fee charged to concessionaires to cover the CRDC's operation costs. The user fee will be determined by the Department in consultation with the concessionaires and other stakeholders. The fee will be a percentage of the gross revenue which is expected not to exceed 1.5%. This fee will only be applicable to operations and revenue generated at SMF.



J. Small Business

The Department encourages participation by small businesses. Small business status will not be awarded extra points but will be tracked to measure program participation and achievement of Department goals.





SECTION 4: OPERATING COSTS

Taxes and Insurance

Taxes

Any and all fees and charges of whatever character that may be levied, assessed, or charged by any governmental entity, including the County, shall be paid directly and in a timely manner by the selected proposer(s).

Minimum Insurance Requirements

The selected proposer must maintain, throughout the term of the agreement, insurance of the types and in the amounts prescribed in the agreement. General liability shall be on an occurrence basis (as opposed to claims made basis).

Minimum limits and structures shall be:

Insurance type	Minimum limit
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$100,000 (or replacement value of portion of assigned area, whichever is greater)
Automobile Liability	\$1,000,000 for landside vehicles; \$5,000,000 for airside vehicles
Workers' Compensation Statutory requirements of the State of California.	
Employer's Liability	\$1,000,000

Additional information regarding insurance requirements is provided in the draft agreement (Appendix 3).

Airport ID badging

All onsite SMF employees must obtain an Airport Identification (ID) badge. The current cost is \$42.00 per employee per year, subject to change.

Airport ID badges are administered by the SMF Airport Badging Office and require submittal of fingerprinting and background clearance. The process takes on average two to four weeks. Obtaining an Airport ID badge is a requirement for working onsite. Security infractions or misuse of the Airport ID badge can result in



revocation of the Airport ID badge. This would result in the employee not being able to be onsite at SMF.

Airport badging link: <https://sacramento.aero/smf/about/airport-badging>

Airport badges are not required at SAC.

Employee parking

Employee parking at SMF is currently available for \$15 per month, subject to change. Parking at SAC is provided at no cost.





SECTION 5: OPPORTUNITY AND LOCATIONS

Location details and Packages

The Department seeks to provide high-quality automated concessions that deliver convenience, variety, and value while generating sustainable revenue.

Proposers are encouraged to submit creative automated concession concepts along with suggested placement strategies. While proposer input is valued, the Department will make the final determination on concept selection and location assignment. Decisions will be based on operational needs, customer flow, security requirements, and overall program balance.

The program includes both public-facing and employee-area vending opportunities. Employee-area vending should prioritize reliable, traditional food and beverage options that meet the daily needs of airport staff.

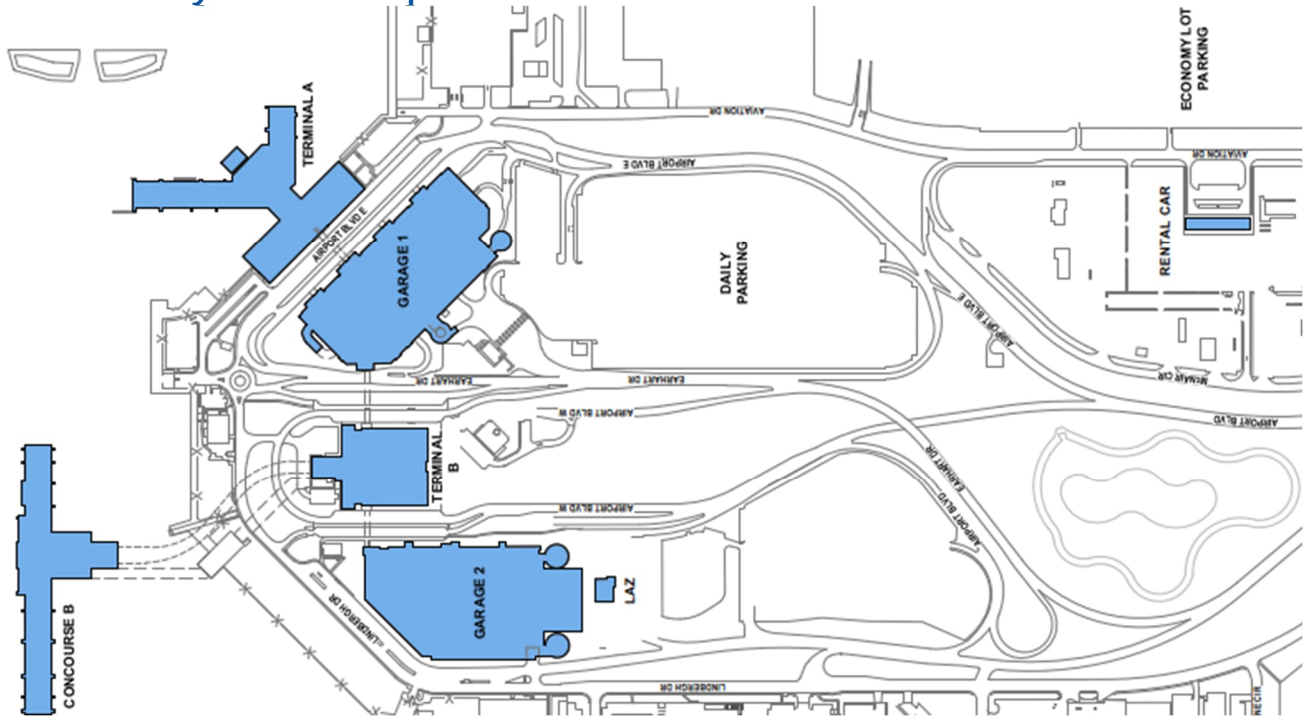
The Department intends to award one package for employee-facing locations, consisting of approximately 20 vending machines across nine locations. For public-facing locations, the Department anticipates approximately 36 vending machines across 10 locations. Additional locations may be incorporated during agreement negotiations. Remaining locations may be awarded as single or multiple packages, depending on space configurations and product offerings.

Proposers must identify their preferred locations for placement; however, all final placement decisions remain at the sole discretion of the Department. If a proposer does not accept the proposed location, the Department reserves the right to advance discussions with other qualified proposers.

The Department's intent is to establish a pool of vetted operators that may be utilized as locations become available or as program needs evolve.



SMF Layout Map and Locations



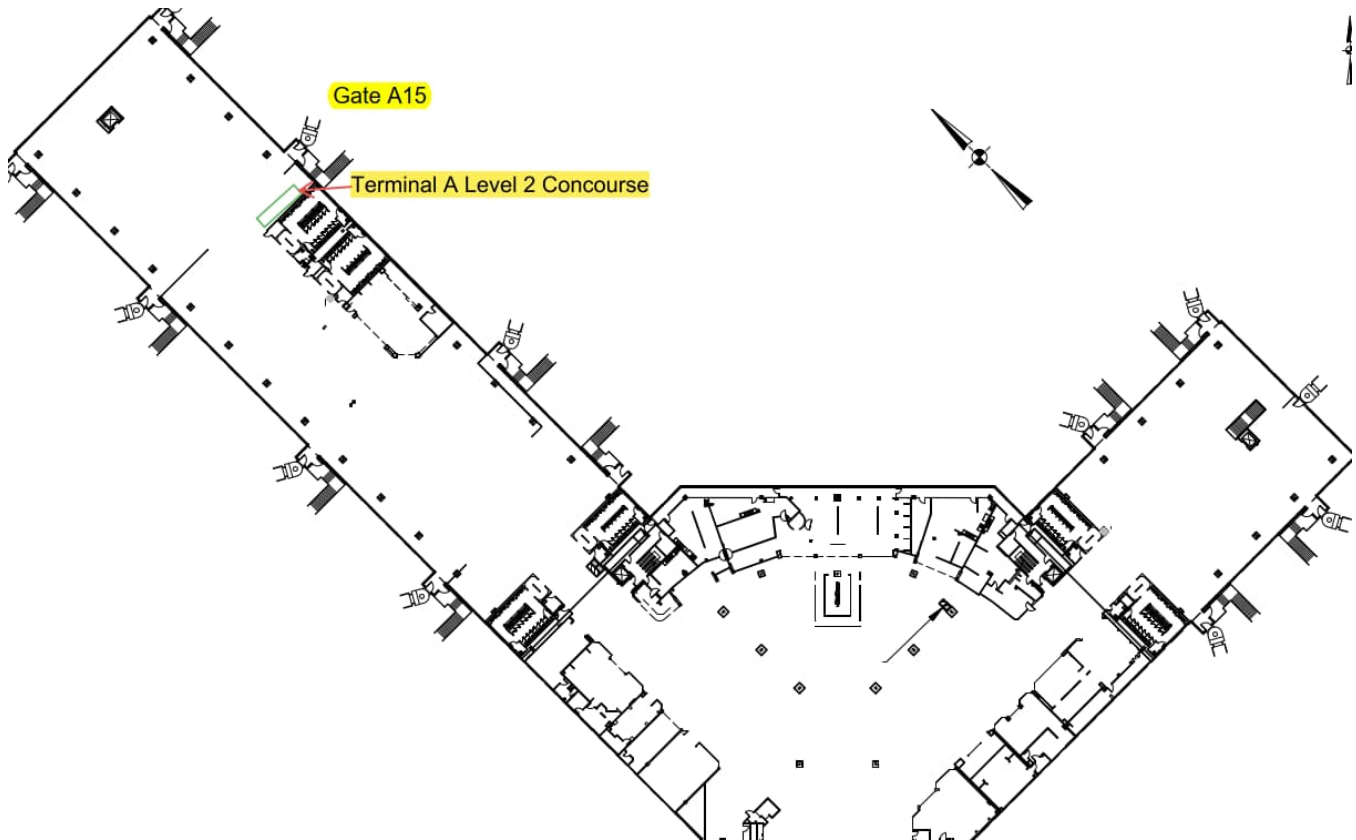
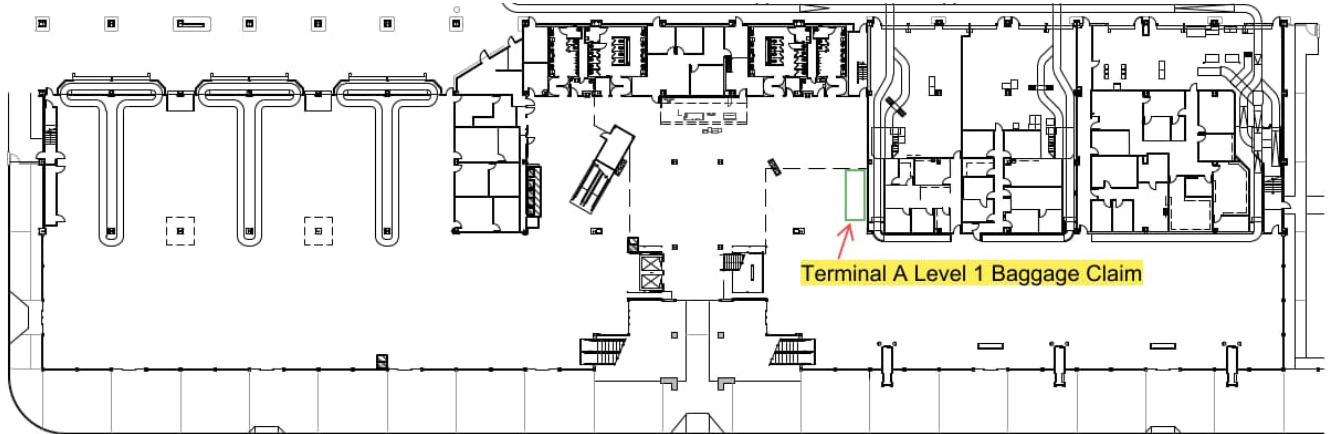
Package 1 Employee Areas (20 Machines)

Placement Areas	Suggested Offerings	Max Number of Machines
Terminal B 4 th floor	Snacks/Drinks/Fresh Food	2
PPM Building Breakroom	Snacks/Drinks/Fresh Food	2
Airside Maintenance Building	Snacks/Drinks/Fresh Food	2
Administration Building	Snacks/Drinks/Fresh Food	2
Terminal A Basement Breakroom	Snacks/Drinks/Fresh Food	2
Terminal A Basement Corridor	Snacks/Drinks/Fresh Food	3
Concourse B Basement Corridor	Snacks/Drinks/Fresh Food	3
Terminal B Basement	Snacks/Drinks/Fresh Food	2
LAZ Administration Building	Snack/Drinks	2

Public-Facing Areas (36 Machines) No Defined Packages		
Placement Areas	Suggested Offerings	Max Number of Machines
Terminal A Level 1 Baggage Claim	Snacks/Drinks/Fresh Food/Unique Items	4
Terminal A Level 2 Concourse	Snacks/Drinks/Fresh Food/Unique Items	4
Terminal B Level 1 Baggage Claim	Snacks/Drinks/Fresh Food/Unique Items	3
Terminal B 3 rd floor East Alcove	Snacks/Drinks/Fresh Food/Unique Items	4
Terminal B 3 rd floor West Alcove	Snacks/Drinks/Fresh Food/Unique Items	4
Concourse B East of Food Court	Snacks/Fresh Food/Unique Items	4
Concourse B West of Food Court	Unique Items	4
Parking Garage 1 (2 machines on 1 st and 3 rd)	Drinks	2
Rental Car Center Lobby	Snacks/Drinks/Fresh Food/Unique Items	7

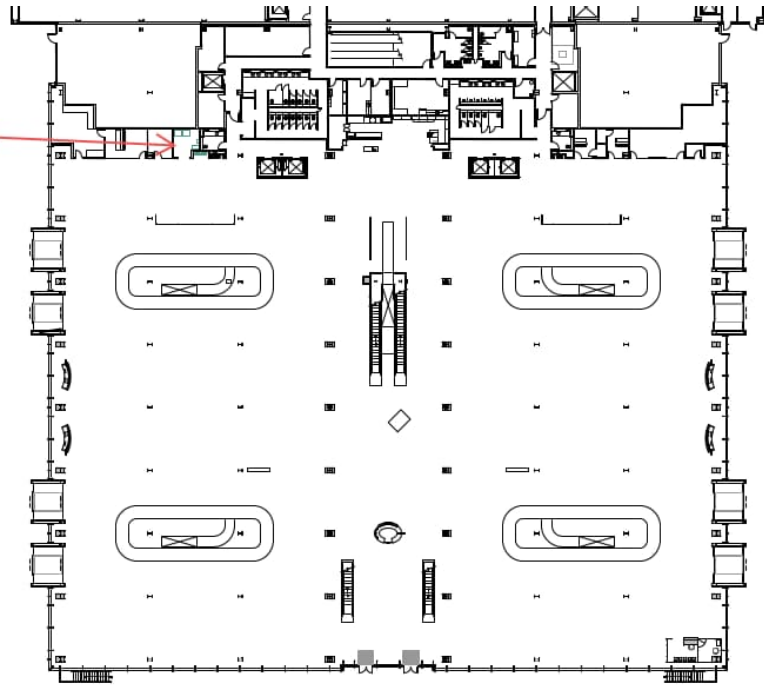


Terminal A SMF Locations

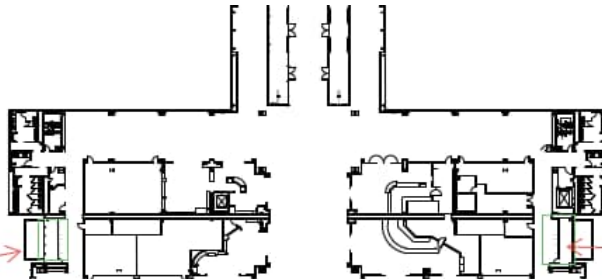


Terminal B SMF Locations

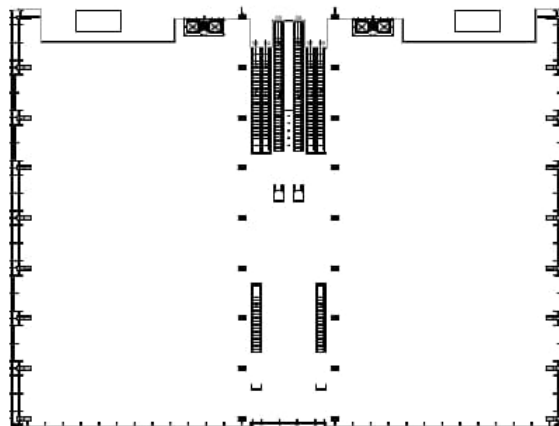
Terminal B Level 1 Baggage Claim

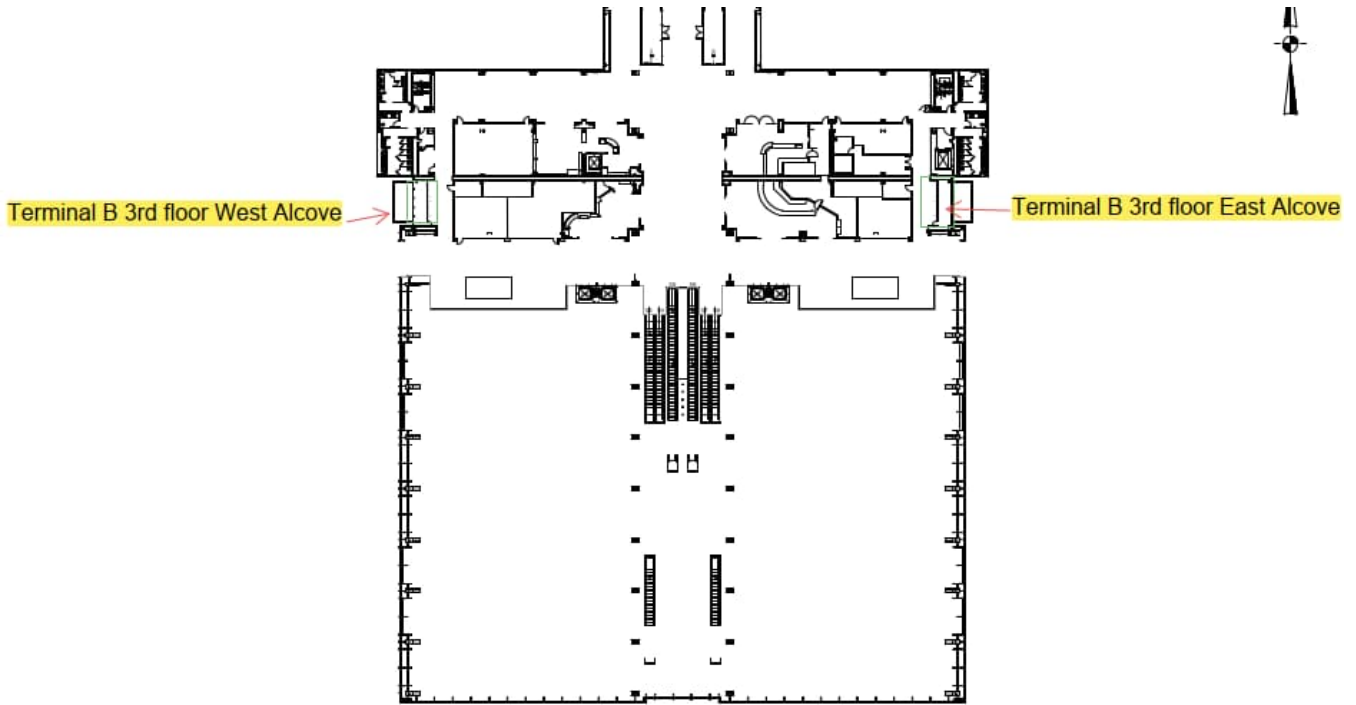


Terminal B 3rd floor West Alcove

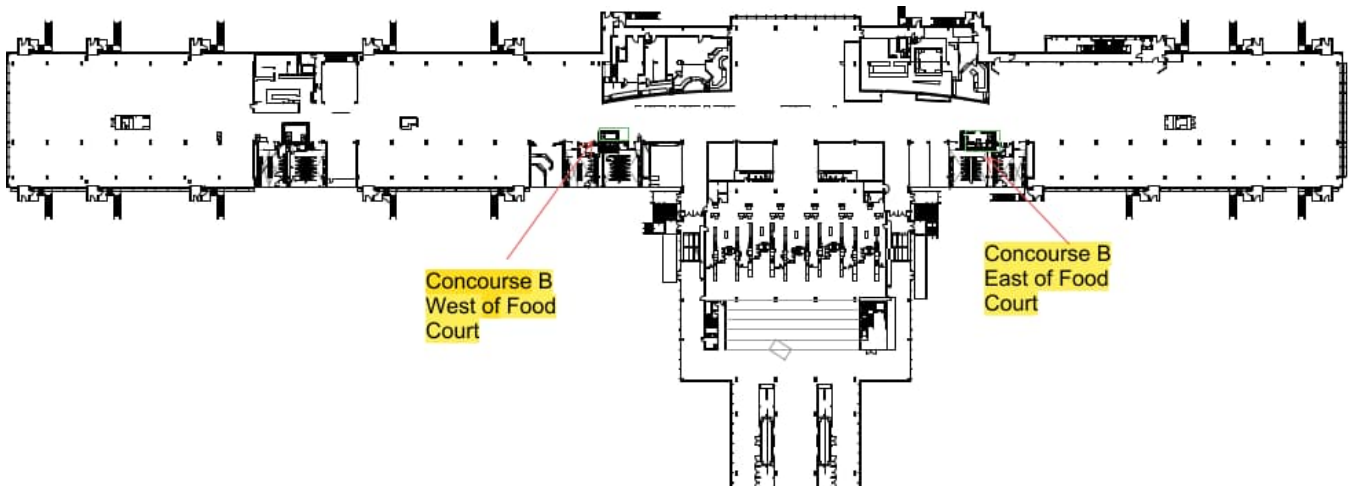


Terminal B 3rd floor East Alcove

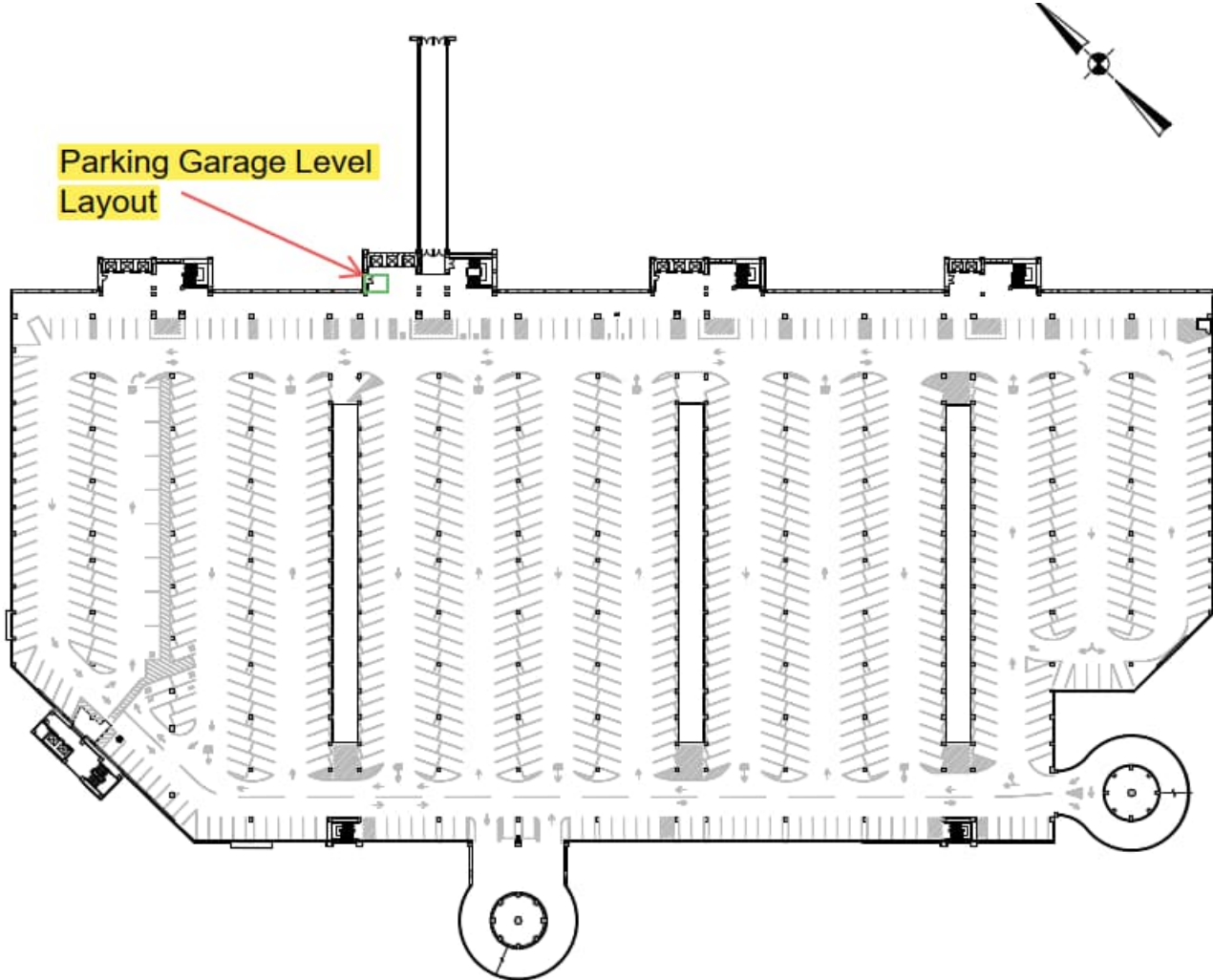




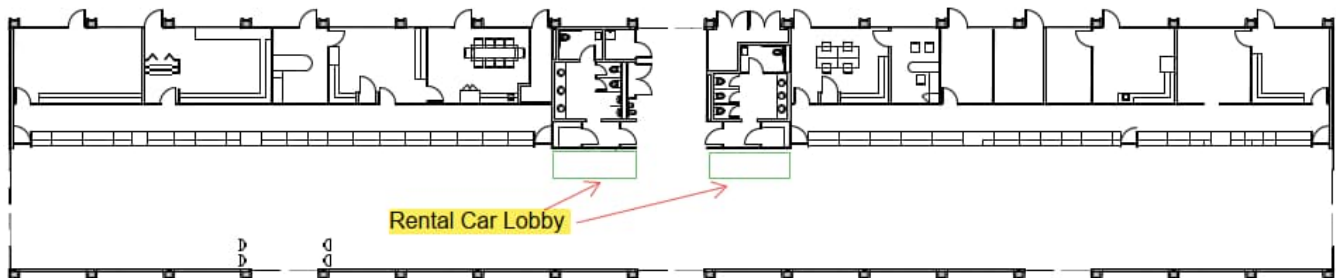
Concourse B SMF Locations



Parking Garage Locations



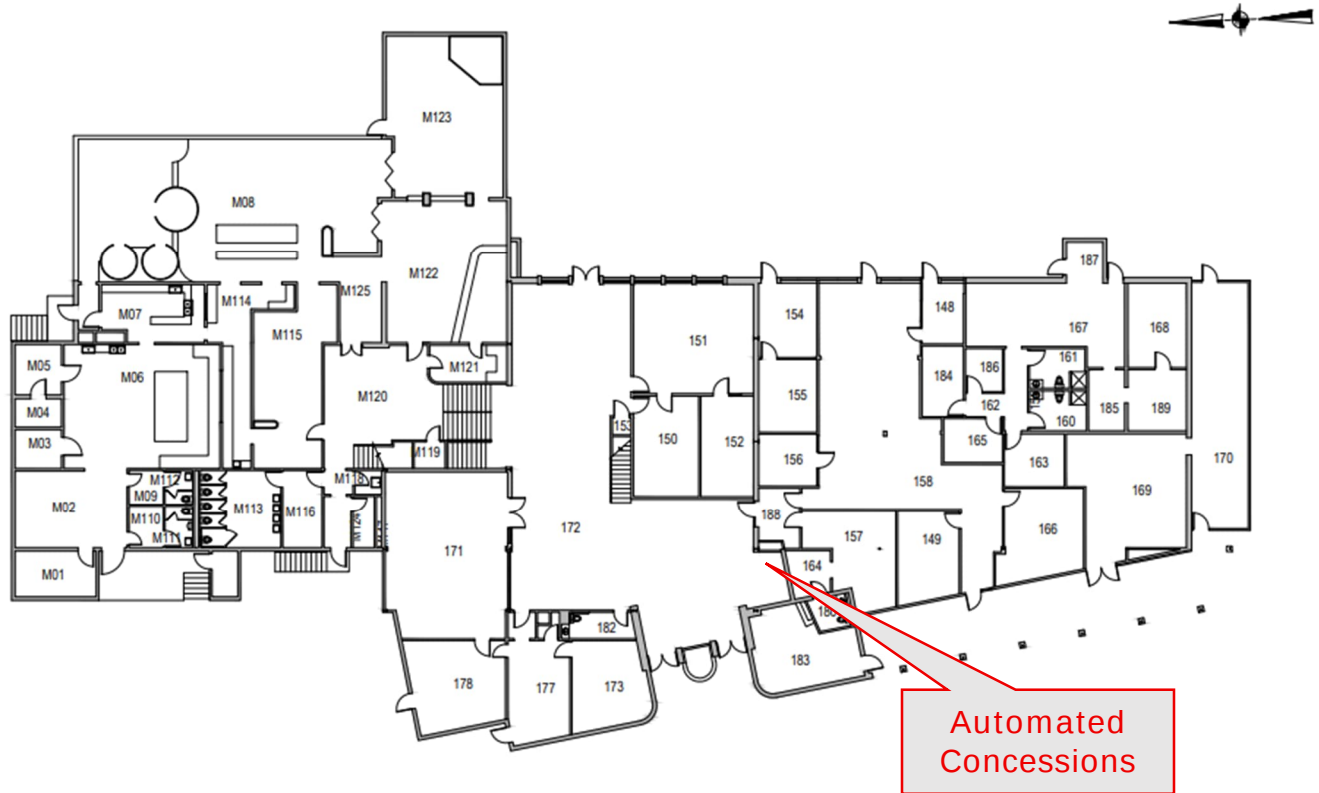
Rental Car Center Lobby Locations



SAC Layout Map and Locations

Sacramento Executive Airport	Snacks/Drinks/Fresh Food	2	Airport Lobby
---------------------------------	-----------------------------	---	---------------

* Number of machines per location is dependent on size of machine.



RFP program requirements

A. Small Business Goal

The Department welcomes proposals from all businesses, including small businesses who can provide the desired product or service. If you are a small business certified by Small Business Association, please include a copy of your certification letter with your proposal.

The Federal Aviation Administration (FAA) is committed to providing maximum opportunities for small businesses in its own solicitations and in airport concession programs and the County Board of Supervisors (Board) approved Resolution No. 2021-0522, which created a small business tenant lease category based on the \$56,420,000 revenue cap defined by the U.S. Department of Transportation and the FAA in 49 CFR part 23.33(a).

The Department has a small business goal of 50% for automated concessions. If you think you may qualify as a small business, please ensure that this is indicated on Attachment A (Business Organization Summary) by selecting the appropriate checkbox under the *Small Business* section to self-certify.

The small business application and certification process will help the Department track its success in attracting and retaining small business participation within the Department's Automated Concession Program.

B. Optional Pre-Proposal Conference

Proposers and/or their representatives are encouraged to attend the virtual Pre-Proposal Conference. Interested proposers should register for the Pre-Proposal Conference by September 21, 2026, and designate a single point of contact. Only authorized representatives of potential proposers may register on that proposer's behalf.

Register for the virtual Pre-Proposal Conference through the OpenGov RFP website. The Department will keep a record of all parties who attend the Pre-Proposal Conference, and it will be posted on the OpenGov RFP website <https://procurement.opengov.com/portal/sacounty>.

The virtual Pre-Proposal Conference will be held on September 21, 2026, from 10:00am PST to 11:00am PST. Meeting links will be sent to all proposers who have registered for the meeting.

The meeting will:

- Provide general information regarding RFP goals and RFP-specific details and timelines.
- Provide an overview of the OpenGov procurement system utilized for this RFP, site location, and usage guidelines.



- Provide information on how to submit formal requests for information and clarification regarding this RFP and its attachments.
- Provide an opportunity to ask general questions.

An in-person Airport tour will also be available on September 22, 2026. Email SazoCh@sacounty.gov to RSVP for the in-person SMF Airport tour. SAC may be completed as a self-guided tour.

C. Submittal of Questions/Requests for Clarification

Following the virtual Pre-Proposal Conference, the Department will receive and respond to questions or comments relating to provisions of the RFP and its attachments that are submitted in writing and received on or before the deadline specified on the RFP timeline. All questions must be submitted on the OpenGov RFP website for formal review and response. Oral questions, either in person or via recorded voicemail message, will not be accepted.

The Department will respond to all relevant questions submitted by the applicable deadline via addendum to the RFP which will be posted to the OpenGov RFP website and emailed to all prospective proposers on record as having attended the virtual Pre-Proposal Conference.

The Department is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addendum.

It is the proposers' responsibility to review all addenda available on the OpenGov website. The Department's failure to send such addenda via email to the respective proposer's points of contact shall neither constitute a failure on the County's part to notify nor serve as the basis for any protests challenging selections made under this RFP.

Addenda issued by the Department shall be considered a part of this RFP document and receipt of all Addenda issued must be acknowledged on the Addenda Acknowledgement Form (Attachment B) and included with your proposal. Any proposer failing to sign the Addenda Acknowledgement Form may be deemed non-responsive and disqualified from further consideration.

D. Confidentiality of Records

The County will treat all information submitted in a proposal as available for public inspection once negotiations with the selected party(ies) have been completed. If copies of proposals are included with materials submitted to the Board, the County will make such documents available for public inspection once staff recommendations for award are approved by the Board.

If a proposer believes protected data is included in its proposal, the proposer shall clearly identify the data and provide the legal basis in support of the



asserted classification. Proposer must present such information separately as part of its proposal or type in bold red letters the term “CONFIDENTIAL” on that specific part or page of the proposal which proposer believes to be confidential. Classification of data as trade secret data will be determined pursuant to applicable law, and, accordingly, merely labeling data as “trade secret” does not necessarily make the data protected as such under any applicable law.

In order for the County to assert the confidentiality of any such information in the event a Public Records Act request is received, the proposer must request, execute and submit a County-prepared written agreement to defend and indemnify the County for any liability, costs and expenses incurred in asserting such confidentiality.

The final determination of whether the County will assert a proposer's claim of confidentiality shall be at the sole discretion of the County. Any information determined to be non-confidential shall be considered a public record. If the County determines that your information does not meet the criteria for confidentiality, you will be notified of the County's intent to release the public record pursuant to any Public Records Act request.

The proposer agrees, as a condition of submitting its proposal, that the County will not, as between the parties, be liable or accountable for any loss or damage, which may result from a breach of confidentiality related to the proposal. The proposer agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the California Public Records Act, including legal fees and disbursements paid or incurred to enforce this provision.

E. FAA SOLICITATION PROVISIONS FOR CONCESSIONS

TITLE VI SOLICITATION NOTICE

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited



and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the County of Sacramento to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Effective period of proposals

All proposals received by the Department shall remain valid for 180 calendar days after the proposal due date and may be extended upon mutual agreement by the County and the relevant proposer.

Communications – Cone of Silence

Once the RFP is issued, proposer and their representatives, agents, and affiliates (including prospective subtenants, joint venture partners, and their agents and representatives) are prohibited from contacting any County employee, selection committee member, or other County representatives except for Christina Sazo SazoCh@saccounty.gov to discuss or ask questions about the contents of this RFP, the attached draft agreement, the selection process; or to otherwise encourage or seek a specific result in connection with this RFP. All questions shall be submitted in writing as described above. Inappropriate contacts may result in the proposer's rejection or disqualification.

Notwithstanding the above, the Department's representative may initiate communications with a proposer to obtain additional information or clarification



needed for the Department to properly and accurately evaluate a proposal submitted in response to this RFP.

Submission requirements

A. Submit a Complete Proposal

Proposer shall submit completed proposals as required by this RFP, including all completed mandatory forms as noted in the Proposal Attachments section, by the proposal due date and time specified on the RFP Timeline section.

Proposers may submit proposals for multiple locations. A proposer may choose to:

- Submit one proposal that includes multiple locations across SMF and SAC; or
- Submit separate proposals for individual locations.

Proposals received after the specified time and date will be deemed non-responsive and automatically rejected from consideration.

B. Proposal Deposit

A proposal deposit is not required.

C. Proposal Format

The proposal must be submitted digitally through the OpenGov portal in a PDF format.

Any proposal received after the scheduled proposal due date and time will not be considered and will be deemed non-responsive. The Department reserves the right to postpone or cancel the scheduled proposal due date and notice of such extension or cancellation shall be sent via addendum.

D. Exceptions, Deviations, and Alternatives

Proposer may not take exception or make deviations to any requirement of the RFP unless the Department specifically approves the deviation. If alternatives are proposed or exceptions to the draft agreement are requested, the proposer must clearly identify such alternatives or exceptions in the proposal. The Department expressly reserves the right, in its sole and absolute discretion, to consider such alternatives or exceptions and to award an agreement pursuant to this RFP based thereon if determined to be in the County's best interests.



Proposal Format and Page Limit

Proposers are encouraged to adhere to the suggested page limits provided. Images, renderings, and cut sheets do not count toward page limits. Proposals should use standard 8.5 x 11-inch pages and a minimum 11-point font.

Proposal		Suggested page limit
1.	Proposer Evaluation	
1.1.	Experience and Qualifications	3 pages
1.2.	Financial Capability	2 pages
1.3.	Environmental Sustainability	1 page (Internal policy documents can be attached as an appendix and will not count towards the page limit.)
1.4.	Waste Management	1 page (Internal policy documents can be attached as an appendix and will not count towards the page limit.)
2.	Concept Evaluation	
2.1.	Concept and Products	2 pages per concept and products excluding images and renderings
2.2.	Customer Service	1 page per concept and products
2.3.	Management and Operations	2 pages per concept and products
2.4.	Financial Offer	2 pages per concept and products



Proposal Attachments

Include these items with the proposal.

Attachments to Proposal		Return with Proposal
1.	Executed Addenda Acknowledgement Form (Attachment A)	Yes
2.	Business Organization Summary (Attachment B)	Yes
3.	Business and Financial References (Attachment C)	Yes
4.	Declaration of Non-Collusion (Attachment D)	Yes
5.	Active Participants Collection Form (Attachment E)	Yes
6.	Financial Statements and/or Balance Sheet and Income Statements	Yes



Evaluation criteria

Evaluation Criteria

All proposals that meet the minimum qualifications will be evaluated and ranked by a selection committee comprised of airport and industry representatives, as determined by the Department. As part of this process, the Department will determine the location where the proposed concepts will be placed. Proposals will be evaluated using the criteria below and scored based on the weighted point values assigned to each section. Final rankings will be based on total points received.

Evaluation scores or rankings do not create any right or expectation to an agreement with the County. The County reserves the right to award a location to a lower-scoring proposal if it determines that doing so better meets the Department's stated objectives.

The Department may contact personal, business, and financial references familiar with a proposer's prior operations or management of similar projects. Submission of a proposal constitutes authorization for the Department to make such inquiries and for third parties to respond.

A. Minimum Qualifications (Pass / Fail)

To be considered responsive, proposers must meet all of the following minimum requirements:

1. The proposer must be registered with the California Secretary of State and permitted to conduct business in the State of California.
2. The proposer must submit a complete proposal in accordance with this RFP.
3. The proposer must demonstrate at least one year of continuous experience within the past two years in the ownership, management, or operation of automated concession concepts.
4. The proposer must maintain insurance and worker's compensation policies that meet or exceed the minimum requirements of the Department, as set forth in the agreement.

Joint Ventures / Partnerships / LLCs

If the proposer is a joint venture, partnership, or LLC, the entity holding a controlling interest must meet all minimum qualifications. If no single entity holds a controlling interest, each entity comprising the controlling interest must meet the minimum qualifications.

Licensed or Franchised Machines

Proposers operating licensed or franchised machines must independently meet the minimum qualifications and may not rely on the qualifications of



the licensor or franchisor. Proposers must submit a letter from the licensor or franchisor confirming authorization to operate at the Airports or confirming that license or franchise terms have been agreed upon pending award. Upon award, an executed license or franchise agreement must be provided to the County.

B. Proposer Evaluation (40 Points)

Experience and Qualifications

The Department seeks proposers with demonstrated experience operating automated concessions while maintaining high standards of quality and service.

Business History: Overview of the company's background, major milestones, and operating locations. Newly formed entities must provide this information for all members.

Experience: Description of automated concession ownership, management, or operation experience in airports or comparable public venues, including venue type, contract term, and high and low gross receipts per machine or concept.

Legal History: Explain any judgments, liens, lawsuits, or pending judgments against proposer or proposer's businesses in the last 10 years. If the proposing company is a newly formed entity, provide this information for all members of this entity.

Bankruptcy History: Explain if proposer's business or any of its members have ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, been named as a defendant in any legal proceedings, or had involuntary proceedings filed in bankruptcy court. For each situation, please also indicate the status and outcome of the lawsuit/legal proceedings.

Lease History: Disclosure of any leases or locations abandoned, terminated early, transferred, forfeited, or cancelled within the past three years.

Financial Capability

The Department seeks proposers with a demonstrated history of financial responsibility and the ability to successfully install, operate, and maintain automated concessions.

Financial Statements: Audited financial statements, including profit and loss statements, for the past two years if available. If audited statements are unavailable, statements must be certified by the proposer's controller or financial officer.



Balance Sheet and Income Statements: Financial statements for the past three fiscal years, if available, prepared in accordance with generally accepted accounting principles (GAAP), including interim statements reflecting any significant financial events.

Ownership Structure: Description of ownership. Owners of closely held corporations must submit personal financial statements dated within three months of proposal submission.

Ownership Type: Identification of ownership structure for each concept (e.g., franchise, licensed, corporate).

References: At least two business references and one financial reference.

Financial Changes: Detail any changes in financial position for the past two years.

Environmental Sustainability and Waste Management

The Department is committed to minimizing environmental impacts and promoting sustainable practices at the Airports. Proposers must demonstrate compliance with all State laws, County ordinances, and the Airport's Waste Management Policy (Appendix 4). See details of the Department's environmental focus here:

<https://sacramento.aero/environment/sustainability>

Sustainability Programs: Description of current sustainability initiatives, including use of sustainable materials, energy-efficient equipment, eco-friendly cleaning products, and packaging.

Training and Engagement: Description of sustainability training, employee engagement efforts, and methods for tracking progress or goals.

Waste Management Program: Description of current waste diversion practices, procedures, and compliance efforts.

Training and Tracking: Description of training programs and methods used to monitor compliance and performance.

C. Concept Evaluation (60 Points)

Concept and Products

The selection committee will evaluate the quality, creativity, and feasibility of proposed concepts.

Concept Description: Description of proposed concept(s) and products.

Product Lists: Product offerings with estimated pricing for each concept.



Value and Quality: Demonstrated alignment with customer preferences and value expectations.

Design Submittals: Color renderings, cut sheets, merchandise lists, and pricing for each proposed machine and location.

Technical Requirements: Description of utility, installation, and data requirements for each machine.

Customer Service

Customer service excellence is a priority for the Department.

Refund Policy: Description of product refund policies and procedures.

Customer Feedback: Description of how customer feedback and complaints will be received, tracked, and resolved.

Management and Operations

The Department requires automated concession operations that are efficient, reliable, clean, and compliant with Americans with Disabilities Act (ADA).

Staffing Plan: Description of staffing structure, including local and corporate contacts and management experience.

Operations Plan: Inventory management, stocking schedules, delivery timing, performance evaluation, and corrective actions for underperforming products.

Maintenance Plan: Procedures for cleaning, maintenance, repair, reporting equipment issues, response times, and replacement schedules.

Financial Offer

Proposers must demonstrate how the proposed concept will enhance the overall customer experience and generate revenue.

Sales Projections: Estimated monthly sales by machine, location, and concept.

Rent Proposal: Proposed percentage of gross sales payable to the Department, consistent with the Business Terms – Percentage Rent requirements. Proposers may submit reduced percentage rent proposals for employee-only location to reflect lower pricing expectations

Program Value: Explanation of how the concept supports customer experience and revenue optimization.



Selection Process

A. No Late Proposals

Any proposal received after 4:00 p.m. Pacific Standard Time on the proposal due date will be considered late and will not be evaluated by the selection committee. There is no appeal from a disqualification due to a late submittal.

B. No Changes to Proposal

Except as specifically provided in this RFP, no changes to the proposal may be made by the proposer during the evaluation period.

C. Evaluation of Proposals

1. If the Department has reasonable grounds for believing that any proposer has a business or financial interest in more than one proposal, the Department will reject all proposals in which that proposer has such interest. If there is reason to believe that collusion exists among proposers, none of the participants in such collusion will be considered under this RFP.
2. The Department reserves the right to request additional information from proposers to clarify the meaning of any portion of their written proposals.
3. Finalists may be required to make a presentation to the selection committee to further explain the concept, machine, and business aspects of their proposal and to respond to questions which might arise before and/or during the presentation.
4. Proposer must provide written clarification or additional information within three (3) business days to any written request for such information by the Department during the proposal review and evaluation process.
5. Evaluation criteria point values are not definitive, but indicative. The award of any specific unit or package will depend on the selection committee's holistic assessment of a proposal, and how that proposal, in comparison with other proposals, will contribute to the best customer service experience at the Airports.
6. Notwithstanding processes described herein, the selection committee has the discretion to use any method to score the proposals consistent with the evaluation criteria above and determine the final proposed awardees, such as short-listing finalists, ranking proposals, requesting best and final offers, communicating conditional offers based on other proposers' acceptance of other conditional offers, or any other method deemed necessary or advantageous to the County. The final proposed



awardee list will be presented to the (Board) for final approval and agreement award.

D. County's Right to Negotiate Agreements

The County reserves the right to negotiate an agreement with other automated concession providers outside of this RFP, even if such providers did not participate in the RFP process.

E. County's Reservation of Rights

1. The County reserves the right to withdraw, modify, suspend, or cancel this RFP, in whole or in part, at any time and without prior notice. The County makes no representations that an agreement will be awarded to any proposer responding to this RFP. The County reserves the right to cancel award of an agreement without liability to the proposer at any time before the agreement has been approved by the (Board) and fully executed by all parties.
2. The County reserves the right to reject any and all proposals submitted in response to this RFP. Submittals containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.
3. The County reserves the right, in its sole and absolute discretion, to waive minor irregularities or informalities in any proposal or in the procedures described in this RFP, and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services proposed to be rendered or provided.
4. The County reserves the right, in its sole and absolute discretion, to make all final determinations relating to this RFP.



Award of Agreement

A. Execution of Agreement

1. After the selection committee's selection and award recommendation is finalized and following the (Board) approval of the recommendation, the Department will provide a letter of award to the selected proposer. The Director of Airports shall negotiate final agreement(s) with the selected proposer(s) and deliver the agreement(s) to the selected proposer for execution. The selected proposer shall deliver to the County a signed agreement within twenty (20) days after receipt of a final negotiated agreement. Should the selected proposer fail to sign and deliver the agreement within this timeframe, the agreement award may be cancelled by the Director of Airports.
2. By executing an agreement with the County, the proposer represents that it has carefully examined and is familiar with the sites at which any portion of the agreement is to be performed and with the RFP, including all performance requirements. The proposer further represents and acknowledges that, prior to executing the agreement, it has made such examinations and investigations as necessary and is satisfied as to the operating conditions at the Airports.
3. No information derived from inspection of County records or reports will in any way relieve the proposer from properly performing its obligations under the agreement. Available County reports are provided as a convenience to the proposer without any warranty whatsoever by the County.

See the draft agreement (Appendix 3) for more specific construction and/or improvement requirements.





SECTION 6: INSTALLATION

Installation

The selected proposer shall be responsible for installing their machines.

Vending Machine Review

Following execution of an agreement by all parties, the selected proposer shall promptly submit renderings, machine dimensions, and utility requirements for review to the Department.

Turnover Date

As these spaces are currently filled, it is the intention of the Department to make the assigned automated concession spaces available to the selected proposer for machine installation expeditiously as possible upon approval by the (Board) of the agreement.

Coordination of Machine Installation

During installation, the selected proposer will be required to coordinate its activities with the Department so that its work does not interfere with or cause a delay in any other activities at the Airports.





SECTION 7: DISCLAIMERS

Disclaimers

- A. The County's selection of an operator or operators either from among the proposers responding to this RFP, or otherwise, shall be solely at the County's discretion. The selection committee will evaluate proposals based on the criteria listed in this RFP and such other factors as it considers appropriate, and will act, with respect to its discussions, negotiations, and determinations relating to such selection, in accordance with its judgment and in its sole discretion, regardless of whether any proposer or other interested person regards the County's determination as unreasonable, unfair, arbitrary, discriminatory, or capricious.
- B. Neither the expression of a proposer's interest, nor proposer's submission of its qualifications and any other information, nor the acceptance thereof by County staff or the selection committee, nor any correspondence, discussions, meetings or other communications between proposer and County or the selection committee, nor a determination that a proposer is qualified hereunder shall: (i) impose any obligation on the County to include proposer in any such further procedures which may be utilized prior to County's final selection of an operator or operators under this RFP; (ii) be construed or interpreted by proposer to impose any obligations whatsoever on the County to select proposer as the operator, to discuss any proposal which the proposer may submit, or to enter into negotiations with proposer; or (iii) entitle proposer to any compensation or reimbursement for any costs or expenses incurred by proposer in connection with this RFP.
- C. The cost of developing a proposal in response to this RFP is entirely the responsibility of the proposer and cannot be charged to the County or included in the cost elements of any agreement awarded pursuant to this RFP.
- D. Proposer acknowledges and agrees that neither the County nor any person on behalf of County has made any claims, representations, or warranties, express or implied, regarding the business venture proposed by proposer at the Airports, including any statements relating to the potential success or profitability of such enterprise.

The County explicitly states that operating any business anywhere involves the risk of business failure, including the operation of a business at an airport. The County will not guarantee the success or profitability of any activity at the Airports. Proposer and their representatives, agents, and affiliates (including prospective subtenants and joint venture partners, and the agents and representatives of any subtenants or joint venture partners) represents and warrants that all interested parties have made independent



investigations into all aspects of the business venture, including its potential for success and failure.

Proposer has independently decided that it wishes to pursue this opportunity, and to accept an agreement for the proposed automated concession equipment installation, operation and management opportunity should the same be tendered in response to its proposal. Proposer and its representatives, agents, and affiliates (including prospective subtenants and joint venture partners, and the agents and representatives of any subtenants or joint venture partners) agree, through the acceptance of an agreement resulting from this RFP, and affirmatively assert that it will not seek for the County to remedy any business success or failure issues that are not a result of the direct action or inaction of the County, including, but not limited to: (i) initiation or cessation of air service by any airline or to any destination; (ii) a shifting of passengers to or from any part of the terminal or airport; (iii) a substantial change in operations at the airport due to any Force Majeure cause, as such terms are defined in the agreement; and/or (iv) a substantial economic slowdown either in the Sacramento area or nationwide.

- E. The County may consult all personal, business, and financial references familiar with proposer's prior operations and installation or management of prior projects. Submission of proposer's response to the RFP shall constitute permission for the County to make such inquiries and authorization to third parties to respond thereto.
- F. The County shall not be obligated to respond to any proposal submitted, nor shall it be legally bound in any manner whatsoever by the receipt of a Proposal.
- G. Statistical information contained in this RFP shall be used for informational purposes only. The County is not responsible for any inaccuracies or interpretations of the statistical information provided during the RFP process. The County makes no representations as to the number of future enplanements and/or amount of future revenues at the Airports.
- H. All proposals and supplementary material will become the property of the County upon receipt, and no materials will be returned to Proposer. Proposer is advised that all information included in proposals may be made available to the public in accordance with appropriate policies, statutes, ordinances and/or regulations including, but not limited to, the California Public Records Act and the Freedom of Information Act.





SECTION 8: LIST OF ATTACHMENTS

Attachments to this RFP

Attachments

Attachment A	Business Organization Summary
Attachment B	Addenda Acknowledgement Form
Attachment C	References Form
Attachment D	Declaration of Non-Collusion
Attachment E	Active Participants Collection Form

Appendices

Appendix 1	Annual Enplanements and Forecast
Appendix 2	Historical Automated Concession Sales
Appendix 3	Automated Concession Agreement
Appendix 4	Waste Management Policy



THANK YOU

Sacramento County Department of Airports



Cindy Nichol
Director of Airports



Stephen Clark
Deputy Director,
Commercial
Development



Renata Daher
Airport Manager,
Concessions



Michael Gladwill
Sr. Airport Economic
Development Specialist



Christina Sazo
Airport Economic
Development Specialist





SACRAMENTO INTERNATIONAL AIRPORT

Automated Concessions Attachments & Appendices

August 31, 2026

Request for Proposals
Automated Concessions 2026

PREPARED BY
Sacramento County Department of Airports

ATTACHMENTS

Attachment A	Business Organization Summary	3
Attachment B	Addenda Acknowledgement Form	6
Attachment C	References Form	6
Attachment D	Declaration of Non-Collusion	8
Attachment E	Active Participants Collection Form	9

Attachment A Business Organization Summary

Business (or individual) Legal Name: (Exactly as it is to appear on the Agreement) write "To be formed" if entity is yet to be created.

Name and Title: (of individual authorized to execute the Agreement on behalf of proposer)

Agreement Mailing Address: City: State: Zip:

Telephone Number: Email:

Business Type, if applicable, include state where incorporated (i.e., a California Corporation, California Limited Partnership, Sole Proprietor, etc.)

Age of Business: _____ Years _____ Months

Business Annual Gross Receipts:

- a. ☐ Less than \$500,000 b. ☐ \$500,000 to \$1,000,000
c. ☐ \$1,000,000 to \$2,000,000 d. ☐ \$2,000,000 to \$5,000,000
e. ☐ Over \$5,000,000

Small Business:

If your company's gross receipts, averaged over the last three fiscal years, do not exceed \$56.42 million, then you may self-certify as a small business.

☐ Self-certify as small business



Debarment: Have you or your firm ever been debarred from doing business with any government entity?

☐ Yes ☐ No

If the answer is "Yes," please provide information regarding each debarment by listing on an attached document the following information: (1) debarring government entity; (2) dates of debarment; and, (3) reason of debarment.

If Partnership, Partnership Name(s): _____

If Partnership, has it done business in California? ☐ Yes ☐ No

Is Partnership Agreement Recorded? ☐ Yes ☐ No

Partnership Information: _____
Date Book Page County State

If Joint Venture, Joint Venture Name(s): _____

If Joint Venture, has it done business in California? ☐ Yes ☐ No

Is Joint Venture Agreement Recorded? ☐ Yes ☐ No

Joint Venture Information: _____
Date Book Page County State

Signature:

Title:

Print Name:

Date:



Attachment B Addenda Acknowledgement Form

Proposer acknowledges receipt of the following Addenda to the Request for Proposals:

Proposer: _____

Addendum Number	Signature	Date



Attachment C References Form

Please list at least two (2) business references and one (1) financial reference with whom Proposer has conducted business with during the past three (3) years. Proposer may include a letter of reference from each reference if applicable. Proposers hereby authorize the County to contact all references listed below.

Reference #1 – Business

Company: _____

Contact: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Relation: _____

Reference #2 – Business

Company: _____

Contact: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Relation: _____



Reference #3 – Financial

Company: _____

Contact: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Relation: _____



Attachment D Declaration of Non-Collusion

_____, being first duly sworn, deposes
Name of Declarant and states:

That he/she/they is _____ of _____
Title Name of Proposer

and submits herewith the attached Proposal to the Sacramento County Department of Airports; that the Proposal is not in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or a sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposed price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his/her/its Proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto; that Proposer has not paid, and will not pay, any fee to any corporation, partnership, company association, organization, or to any member or agent thereof, to effectuate a collusive or sham Proposal. Proposer further swears under penalty of perjury under the laws of the State of California that all information in the Proposal and this Declaration is true and correct.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

Dated: _____, 20_____
Signature of Declarant



Attachment E Active Participants Collection Form

The County is required to collect information from all firms that have participated or attempted to participate in airport concession activities and submitted proposals or initial responses to negotiated procurements. The information is collected and entered into USDOT's designated system. The data must be collected from all firms who sought to participate in the opportunity (successfully or not).

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip: _____

Firms Status: _____ Small Business _____ Non-Small Business

NAICS code(s) applicable to the concession contract in which the firm is seeking to perform: _____

Age of Firm: _____ Years _____ Months

Annual Gross Receipts:

- a. ☐ Less than \$500,000 b. ☐ \$500,000 to \$1,000,000
- c. ☐ \$1,000,000 to \$2,000,000 d. ☐ \$2,000,000 to \$5,000,000
- e. ☐ Over \$5,000,000



APPENDICES

Appendix 1.	Annual Enplanements and Forecast.....	11
Appendix 2.	Historical Automated Concession Sales.....	12
Appendix 3.	Automated Concession Agreement.....	15
Appendix 4.	Waste Management Policy	16



Appendix 1. Annual Enplanements and Forecast Sacramento International Airport (SMF) (2022-2025)

SMF Total Passengers	2022	2023	2024	2025
Enplaned (Departing SMF)	6,143,713	6,490,066	6,810,327	6,951,103
Deplaned (Arriving at SMF)	6,169,657	6,488,306	6,825,491	6,961,615

SMF Terminal A Passengers	2022	2023	2024	2025
Enplaned (Departing SMF)	1,701,566	1,870,934	2,028,659	2,124,194
Deplaned (Arriving at SMF)	1,707,361	1,864,132	2,028,481	2,137,160

SMF Terminal B Passengers	2022	2023	2024	2025
Enplaned (Departing SMF)	4,442,147	4,619,132	4,781,668	4,826,909
Deplaned (Arriving at SMF)	4,462,296	4,624,174	4,797,010	4,824,455

SMF Enplaned Passenger Forecast	2026	2027	2028	2029	2030
YOY % Growth	2.9%	2.8%	2.7%	2.7%	2.7%

Additional passenger information can be obtained from
<https://sacramento.aero/scas/about/reports>



Appendix 2. Historical Automated Concession Sales (2022-2025)

Sacramento Executive Airport (SAC)	2022	2023	2024	2025
Bottled Beverages	\$ 2,324	\$ 3,280	\$ 4,782	\$ 7,179
Snacks	\$ 2,436	\$ 3,418	\$ 6,963	\$ 11,701
Total	\$ 4,760	\$ 6,698	\$ 11,745	\$ 18,879

Automated Concessions Gross Revenue by Machine - Airport Employee Locations

Sacramento International Airport (SMF)	2022	2023	2024	2025
LAZ Building				
Bus Shuttle Services - Snacks	\$ 8,407	\$ 10,840	\$ 10,098	\$ 12,167
Bus Shuttle Services - Bottled Beverages	\$ 9,203	\$ 14,008	\$ 14,663	\$ 13,894
LAZ Building Total	\$ 17,610	\$ 24,848	\$ 24,760	\$ 26,061

Maintenance Shop				
Maintenance Shop - Snacks	\$ 915	\$ 5,783	\$ 7,549	
Maintenance Shop - Bottled Beverages	\$ 714	\$ 5,057	\$ 7,785	
Maintenance Shop Total	\$ 1,629	\$ 10,840	\$ 15,334	

Ops Building				
Badging - Snacks	\$ 1,341	\$ 1,789	\$ 1,769	\$ 2,217
Badging - Bottled Beverages	\$ 2,283	\$ 2,266	\$ 2,159	\$ 2,661
Ops Building Total	\$ 3,624	\$ 4,055	\$ 3,928	\$ 4,877

PPM Building				
Lindburg St - Bottled Beverages	\$ 1,042	\$ 1,162	\$ 1,319	\$ 2,339
Lindburg St - Snacks	\$ 1,205	\$ 1,512	\$ 1,776	\$ 2,399
PPM Building Total	\$ 2,246	\$ 2,674	\$ 3,095	\$ 4,738

Terminal A				
Custodial Breakroom - Canned Beverage	\$ 1,195	\$ 921	\$ 1,698	\$ 6,981
Custodial Breakroom - Snacks	\$ 470	\$ 409	\$ 1,138	\$ 6,692
Employee Breakroom - Bottled Beverages	\$ 2,875	\$ 15,774	\$ 13,830	\$ 43,729
Employee Breakroom - General Merchandise	\$ 1,579	\$ 8,145	\$ 4,664	\$ 14,035
Employee Breakroom - Snacks	\$ 1,978	\$ 16,725	\$ 11,914	\$ 32,285
Terminal A Total	\$ 8,096	\$ 41,974	\$ 33,244	\$ 103,722

Terminal B Pre-security				
Baggage Tunnel - Bottled Beverages	\$ 27,688	\$ 28,783	\$ 35,951	\$ 43,642
Baggage Tunnel - Snacks	\$ 25,461	\$ 24,743	\$ 29,341	\$ 33,902
Terminal B 4th Floor - Bottled Beverages	\$ 986	\$ 984	\$ 1,293	\$ 1,592
Terminal B 4th Floor - Snacks	\$ 1,268	\$ 1,386	\$ 1,214	\$ 1,342
Terminal B Pre-security Total	\$ 55,402	\$ 55,896	\$ 67,799	\$ 80,478

Aiport Employee Location Total	\$ 86,979	\$ 131,075	\$ 143,665	\$ 235,210
---------------------------------------	------------------	-------------------	-------------------	-------------------



Automated Concessions Gross Revenue by Machine - Public Locations

Sacramento International Airport (SMF)	2022	2023	2024	2025
Parking Garage				
1st Flr Parking Garage - Bottled Beverages	\$ 1,300	\$ 1,206	\$ 1,122	\$ 1,233
3rd Flr Parking Garage - Bottled Beverages	\$ 2,017	\$ 1,869	\$ 2,076	\$ 3,202
Parking Garage Total	\$ 3,317	\$ 3,075	\$ 3,198	\$ 4,435
Rental Car Terminal				
Bottled Beverages	\$ 55,273	\$ 67,948	\$ 78,265	\$ 78,763
Coffee				\$ 1,110
Dippin' Dots	\$ 8,338	\$ 8,491	\$ 8,205	\$ 7,055
General Merchandise	\$ 8,779	\$ 7,905	\$ 8,297	\$ 9,812
Snacks	\$ 17,129	\$ 21,160	\$ 22,264	\$ 26,482
Vendmobility	\$ 5,320	\$ 3,510	\$ 8,575	\$ 9,576
Rental Car Terminal Total	\$ 94,838	\$ 109,014	\$ 125,606	\$ 132,797
Terminal A Pre-Security				
Arrivals - Vendmobility	\$ 13,850	\$ 19,190	\$ 20,390	\$ 18,678
Arrivals C&S - Clean & Safe	\$ 19,930	\$ 2,422	\$ 3,161	\$ 3,239
Baggage - Illy	\$ 12,324	\$ 8,033	\$ 7,181	\$ 11,033
Level 3 Transfer A - Bottled Beverages	\$ 25,907	\$ 26,525	\$ 26,773	\$ 20,289
Level 3 Transfer A - Snacks	\$ 24,228	\$ 24,113	\$ 27,796	\$ 20,149
Pre-Security - Dippin' Dots	\$ 7,141	\$ 5,373	\$ 5,197	\$ 4,770
Ticketing - Bottled Beverages	\$ 104,243	\$ 69,732	\$ 81,768	\$ 90,573
Ticketing - CVS/Better+	\$ 18,301	\$ 14,022	\$ 15,769	\$ 14,768
Ticketing - Snacks	\$ 48,331	\$ 32,619	\$ 41,723	\$ 48,512
Terminal A Pre-security Total	\$ 274,254	\$ 202,028	\$ 229,757	\$ 232,010
Terminal A Post-security				
Gate A14 - Illy	\$ -	\$ 22,932	\$ 42,691	\$ 47,873
Gate A14 - Vendmobility	\$ -	\$ -	\$ 21,800	\$ 22,005
Gate A15 - CVS/Better+	\$ 24,796	\$ 11,615	\$ 18,233	\$ 15,976
Gate A15 - Dippin' Dots	\$ 21,019	\$ 28,246	\$ 13,071	\$ 10,256
Gate A15 - Kylie	\$ -	\$ -	\$ 6,323	\$ 10,886
Gate A15 - Vendmobility	\$ 36,510	\$ 22,400	\$ 19,115	\$ 16,470
Terminal A Post-security Total	\$ 82,325	\$ 85,193	\$ 121,234	\$ 123,467



Automated Concessions Gross Revenue by Machine - Public Locations Cont'd.

Sacramento International Airport (SMF)	2022	2023	2024	2025
Terminal B Pre-security				
Level 1 C&S - Clean & Safe	\$ 17,550	\$ 2,710	\$ 2,580	\$ 3,189
Level 1 B Baggage - Illy	\$ 17,237	\$ 15,352	\$ 14,472	\$ 12,544
Level 1 Baggage B - Bottled Beverages	\$ 30,751	\$ 36,551	\$ 47,064	\$ 53,307
Level 1 Baggage B - Snacks	\$ 14,642	\$ 16,966	\$ 19,176	\$ 18,598
Level 2 Ticketing - Bottled Beverages	\$ 18,151	\$ 16,752	\$ 20,821	\$ 28,193
Level 2 Ticketing - Snacks	\$ 15,409	\$ 16,686	\$ 20,845	\$ 25,483
Level 3 B Tram - Illy	\$ 13,884	\$ 14,704	\$ 17,125	\$ 19,952
Level 3 Dippin' Dots	\$ 8,819	\$ 7,064	\$ 7,144	\$ 9,686
Level 3 Transfer B - Bottled Beverages	\$ 27,286	\$ 28,592	\$ 28,238	\$ 38,429
Level 3 Transfer B - Snacks	\$ 17,611	\$ 16,762	\$ 17,012	\$ 29,116
Terminal B Pre-security Total	\$ 181,340	\$ 172,137	\$ 194,475	\$ 238,495
Terminal B Post-security				
Gate B10 - Illy	\$ 39,731	\$ 32,785	\$ 36,476	\$ 41,643
Gate B10 Sound & Lego - Lego Combo	\$ 29,412	\$ 29,297	\$ 32,117	\$ 39,742
Gate B10 Sound & Lego - Sound Combo	\$ 58,928	\$ 62,514	\$ 74,528	\$ 74,731
Gate B11 - Vendmobility	\$ 52,335	\$ 47,450	\$ 34,930	\$ 22,003
Gate B15 - Dippin' Dots	\$ 25,445	\$ 35,947	\$ 33,451	\$ 29,301
Gate B15 - Kylie	\$ 63,349	\$ 47,687	\$ 46,281	\$ 32,117
Gate B17 - Illy	\$ 59,056	\$ 48,610	\$ 56,442	\$ 57,556
Gate B17/Gate B19 - iStore	\$ 43,332			
Gate B19 - Lego	\$ 104,452	\$ 89,426	\$ 80,515	\$ 80,167
Gate B19 - Vendmobility	\$ 59,750	\$ 66,830	\$ 59,575	\$ 46,500
Gate B21 - Vendmobility	\$ 61,620	\$ 52,990	\$ 43,555	\$ 29,713
Terminal B Post-security Total	\$ 597,410	\$ 513,537	\$ 497,870	\$ 453,472
Airport Public Location Total	\$ 1,233,483	\$ 1,084,984	\$ 1,172,139	\$ 1,184,676

Automated Concessions Gross Revenue - SMF Employee and Public Locations

Location	\$ 2,022	\$ 2,023	\$ 2,024	\$ 2,025
Aiport Employee Location Total	\$ 86,979	\$ 131,075	\$ 143,665	\$ 235,210
Public Location Total	\$ 1,233,483	\$ 1,084,984	\$ 1,172,139	\$ 1,184,676
Total	\$ 1,320,462	\$ 1,216,059	\$ 1,315,804	\$ 1,419,886

Automated Concessions Gross Revenue by Airport

Airport	2022	2023	2024	2025
Sacramento Executive Airport (SAC)	\$ 4,760	\$ 6,698	\$ 11,745	\$ 18,879
Sacramento International Airport (SMF)	\$ 1,320,462	\$ 1,216,059	\$ 1,315,804	\$ 1,419,886
Total	\$ 1,325,222	\$ 1,222,757	\$ 1,327,549	\$ 1,438,765



Appendix 3. Automated Concession Agreement (DRAFT)

The draft Automated Concession Agreement can be found in the Portable Document Format (PDF) file titled: Appendix 3 – Automated Concession Agreement



Appendix 3



DEPARTMENT OF AIRPORTS

AUTOMATED CONCESSION AGREEMENT

Company Name

TABLE OF CONTENTS

ARTICLE 1	3
DEFINITIONS	3
1.01 ACDBE	3
1.02 AGREEMENT	3
1.03 AGREEMENT YEAR	3
1.04 AIRPORT	3
1.05 AIRSIDE	ERROR! BOOKMARK NOT DEFINED.
1.06 ASSIGNED PREMISES	3
1.07 AUTOMATED CONCESSION	3
1.08 CONCESSIONAIRE	3
1.09 COUNTY	4
1.10 DEPARTMENT	4
1.11 DIRECTOR	4
1.12 DOT	4
1.13 FAA	4
1.14 FISCAL YEAR	4
1.15 GROSS REVENUES	4
1.16 JOINT VENTURE	5
1.17 LANDSIDE	5
1.18 PERCENTAGE RENT	5
1.19 PROJECT	5
1.20 RENT	5
1.21 RENT COMMENCEMENT DATE	5
1.22 SIGN	6
1.23 STATE	6
1.24 TSA	6
ARTICLE 2	7
SPECIAL CONDITIONS	7
2.01 GENERAL SCOPE OF SERVICES	7
2.02 ASSIGNED PREMISES	7
2.03 TERM	7
2.04 RENT AND OTHER PAYMENT OBLIGATIONS	8
A. <i>Time and Manner of Payment</i>	8
B. <i>Percentage Rent</i>	8
C. <i>Annual Reconciliation and Adjustment of Percentage Rent</i>	8
D. <i>Centralized Receiving and Distribution Center</i>	9
E. <i>Support Space Charges</i>	9
2.05 SECURITY DEPOSIT	9
2.06 AUTHORIZED USE	10
2.07 NOTICE ADDRESS	11
2.08 UTILITIES	12
2.09 AUTOMATED CONCESSION MACHINES	12
2.10 OPERATION OF AUTOMATED CONCESSION MACHINE	13
2.11 APPEARANCE OF PERSONNEL	14
2.12 AUTOMATED CONCESSION MACHINE STOCK	14
2.13 PRODUCT PRICING	14
2.14 REFUND POLICY	15

2.15	MERCHANDISE CHANGE-OUT.....	15
2.16	ADVERTISING	15
ARTICLE 3.....		16
GENERAL CONDITIONS		16
3.01	ACCEPTANCE OF ASSIGNED PREMISES.....	16
3.02	ACCORD AND SATISFACTION	16
3.03	ACDBE PARTICIPATION AND MONITORING AND SITE ENFORCEMENT	16
3.04	ADDITIONAL FEES, CHARGES AND RENTALS.....	17
3.05	AIRPORT SECURITY	17
3.06	AMENDMENT REQUIRED BY FAA OR TSA.....	20
3.07	APPLICABLE LAW	20
3.08	ASSIGNMENT AND SUBLETTING	20
3.09	AUDIT.....	20
3.10	AUTHORITY OF THE DIRECTOR.....	21
3.11	COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS	21
3.12	CONCESSIONAIRE INDEMNIFICATION OF COUNTY	21
3.13	CONSENT.....	22
3.14	COUNTY'S REMEDIES	22
3.15	COUNTY'S RIGHT TO PERFORM CONCESSIONAIRE'S OBLIGATIONS.....	23
3.16	CREDIT CARDS AND DEBIT CARDS	24
3.17	CUMULATIVE REMEDIES.....	24
3.18	DAMAGE OR DESTRUCTION OF ASSIGNED PREMISES.....	24
	A. <i>Restoration of Automated Concession Machines</i>	24
	B. <i>Removal of Damaged Property</i>	25
	C. <i>Option to Terminate Concessionaire's Interest Upon Damage or Destruction</i>	25
	D. <i>Adjustment of Rent</i>	26
3.19	DATA SHARING.....	26
3.20	DELIVERY OF MERCHANDISE AND EQUIPMENT	26
3.21	ENTIRE AGREEMENT.....	27
3.22	EARLY TERMINATION BY CONCESSIONAIRE	27
3.23	EARLY TERMINATION BY COUNTY	28
3.24	FAA REQUIREMENTS.....	29
3.25	FORCE MAJEURE.....	30
3.26	HAZARDOUS MATERIALS	30
	A. <i>Concessionaire's Compliance with Environmental Laws</i>	30
	B. <i>Hazardous Material Storage Permit</i>	30
3.27	HEADINGS.....	30
3.28	HOLDING OVER	31
3.29	IMPROVEMENTS BY CONCESSIONAIRE.....	31
	A. <i>General</i>	32
	B. <i>Title to Automated Concession Machines</i>	32
	C. <i>Liquidated Damages for Failure to Complete the Project</i>	32
3.30	IMPROVEMENTS BY COUNTY	32
3.31	INDEPENDENT CONTRACTOR	33
3.32	INSURANCE	33
3.33	INVALID PROVISIONS	33
3.34	LICENSES AND PERMITS	33
3.35	LIMITATIONS ON USE OF ASSIGNED PREMISES	33
3.36	LIQUIDATED DAMAGES FROM LATE PAYMENTS.....	34
3.37	NEGATION OF PARTNERSHIP	35
3.38	NET LEASE.....	35
3.39	NONEXCLUSIVE RIGHTS	35
3.40	NONWAIVER OF RIGHTS	35

3.41	NOTICE OF CLAIMS AND SUIT.....	36
3.42	NO WARRANTY RE AIRPORTS	36
3.43	NUISANCE AND WASTE.....	37
3.44	PATENTS AND TRADEMARKS.....	37
3.45	PRIOR DAMAGES AND VESTED RIGHTS	37
3.46	PROHIBITION OF LIENS.....	37
3.47	RECORDS AND REPORTS.....	37
A.	<i>Monthly Reporting</i>	38
B.	<i>Delinquent Monthly Reporting</i>	38
C.	<i>Annual Reporting</i>	38
D.	<i>Delinquent Annual Reporting</i>	39
3.48	REGULATIONS AND RESTRICTIONS.....	39
3.49	RELEASE OF LIABILITY	39
3.50	RETENTION OF RECORDS.....	39
3.51	RIGHT OF ACCESS.....	40
3.52	RIGHT TO NONEXCLUSIVE USE OF AIRPORT	40
3.53	RISK REDUCTION	41
3.54	SIGNS.....	41
3.55	SUCCESSORS AND ASSIGNS	41
3.56	SURRENDER OF ASSIGNED PREMISES.....	41
3.57	TAXES.....	41
A.	<i>Possessory Interest and Property Taxation</i>	41
B.	<i>Right to Contest Taxes</i>	42
3.58	TIME OF THE ESSENCE.....	42
3.59	TITLE TO THE ASSIGNED PREMISES	42
3.60	TRANSPORTATION OF MERCHANDISE WITHIN THE TERMINALS IF APPLICABLE	42
3.61	TRASH AND GARBAGE.....	43
3.62	VEHICLE AND EQUIPMENT PARKING	43
3.63	EXECUTION OF AGREEMENT	45

EXHIBITS:

EXHIBIT A – Concessionaire’s Proposal
 EXHIBIT B – Assigned Premises
 EXHIBIT C – Merchandise and Price List
 EXHIBIT D – Insurance Requirements
 EXHIBIT E – Performance Standards
 EXHIBIT F – FAA Contract Provisions

AUTOMATED CONCESSION AGREEMENT
Sacramento County Department of Airports

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 (effective date), by and between the County of Sacramento, a political subdivision of the State of California, hereafter "County," and **Company Name**, a company organized and existing under the laws of the State of _____, and authorized to do business in the **State of California**, hereafter "Concessionaire."

WHEREAS, the County owns Sacramento International Airport (SMF), Mather Airport (MHR), and operates Sacramento Executive Airport (SAC) leased from the City of Sacramento, all of which are located in the County of Sacramento and operated by the Sacramento County Department of Airports (Department); and

WHEREAS, on _____ the Department issued a Request for Proposals (RFP) for interested parties to install, operate, and maintain automated concessions (vending machines) at **[Airport(s)]**; and

WHEREAS, on _____, 2026, Concessionaire submitted a written proposal for the non-exclusive right to provide vending machine(s) at **[Airport(s)]** (Proposal), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Government Code Section 25536 authorizes the County to enter into concession agreements involving leasing or subleasing of any part of County-owned property devoted or held for airport purposes; and

WHEREAS, Concessionaire desires to lease certain real property at the airport pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, on _____ by Resolution No. _____, the Sacramento County Board of Supervisors (County Board) authorized the Director of Airports (Director) to negotiate and execute this Agreement on behalf of the County.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants set forth herein below, County and Concessionaire hereby mutually agree as follows:

ARTICLE 1

Definitions

As used herein, the following words and phrases shall have the meanings set forth below:

1.01 ACDBE

"ACDBE" means Airport Concession Disadvantaged Business Enterprise.

1.02 Agreement

"Agreement" means this written Automated Concession Agreement between the County and Concessionaire covering the assigned premises and permitted operations at ____.

1.03 Agreement Year

"Agreement Year" means a period of twelve (12) consecutive calendar months, beginning July 1st and ending June 30th. The Agreement Year during the first and last year of the Agreement Term may not include twelve (12) full calendar months; therefore, partial Agreement Year means any portion of an Agreement Year less than a full year, as described in this paragraph.

1.04 Airport

"Airport" means public airports operated by the Sacramento County Department of Airports, limited to Sacramento International Airport (SMF) and Sacramento Executive Airport (SAC).

"Airside" means the airfield and the areas beyond the security checkpoints and passport and customs control in the airport terminals.

1.05 Assigned Premises

"Assigned Premises" means those certain premises at the airports, more particularly described in Section 2.02 and shown in Exhibit B.

1.06 Automated Concession

"Automated Concession" means a for-profit business that authorizes the sale of goods from vending machines in exchange for payment from customers in the form of cash or credit.

1.07 Concessionaire

"Concessionaire" means the airport tenant or lessee, or its authorized representative(s), whose business is non-airline related, who sells goods and/or services for a profit, and who is performing under this Agreement.

1.08 County

"County" means the County of Sacramento, a political subdivision of the State of California, as represented and governed by its Board of Supervisors.

1.09 Department

"Department" means the County of Sacramento Department of Airports.

1.10 Director

"Director" means the County's Director of Airports and his or her authorized representatives.

1.11 DOT

"DOT" means the United States Department of Transportation and any federal agency succeeding to its jurisdiction.

1.12 FAA

"FAA" means the Federal Aviation Administration of the United States government and any federal agency succeeding to its jurisdiction.

1.13 Fiscal Year

"Fiscal Year" means July 1 – June 30.

1.14 Gross Revenues

"Gross Revenues" means all monies received by or due to Concessionaire, for a profit in, at or from the Assigned Premises for cash, credit or otherwise, without reservation or deduction for uncollected amounts, credit card fees or charges, or collection costs, including, but not limited to:

- a. All sales and services occurring on the Assigned Premises, including all orders that originate in, at, or from the Assigned Premises, regardless of where delivery or performance is made;
- b. Orders that are made to and/or filled from the Assigned Premises pursuant to mail, telephone, fax, catalog, internet, or otherwise received, filled, or distributed from the Assigned Premises.
- c. Any income resulting from transactions originating in, at, or from the Assigned Premises, and deposits not refunded to customers; and
- d. Compensation of any kind received from a distributor or manufacturer for promoting or advertising any product on the Assigned Premises or elsewhere on the Airport.

“Gross Revenues” shall exclude:

- a. All credits or refunds made by Concessionaire to customers under such generally acceptable terms and conditions as are first approved in writing by Director.
- b. All sums or credits received in settlement of claims for loss or damage to merchandise.
- c. All sales taxes, retailers’ excise taxes, Gross Revenues taxes, transaction taxes, or similar equivalent taxes paid to or collected by or payable by Concessionaire, as are first approved in writing by Director as excludable items.

1.15 Joint Venture

“Joint Venture” means an association of an ACDBE firm and one (1) 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.

1.16 Landside

“Landside” means all areas of the Airport not located on the Airside, as defined herein.

1.17 Percentage Rent

“Percentage Rent” means the amount payable to the County as Rent, which is based on a percentage(s) of Concessionaire’s Gross Revenues, as shown in Section 2.04 B.

1.18 Project

“Project” means any equipment installations on the Assigned Premises as approved by County that Concessionaire has agreed to make for operation of the Automated Concession.

1.19 Rent

“Rent” means the Percentage Rent and other fees and charges as described in Section 2.04, paid to the County during the Agreement Term every month as consideration for this Agreement.

1.20 Rent Commencement Date

“Rent Commencement Date” means, for each Assigned Premises, the date the Concessionaire is obligated to commence payment of Rent under this Agreement, which date shall be the first day that the vending machine is operating and open for business at the Airport, unless otherwise approved in writing by the Director.

1.21 Sign

“Sign” means any advertising sign, billboard, identification sign or symbol, poster, or other similar device, regardless of content.

1.22 State

“State” means the State of California.

1.23 TSA

“TSA” means the Transportation Security Administration of the United States government and any federal agency succeeding to its jurisdiction.

ARTICLE 2

Special Conditions

2.01 General Scope of Services

Concessionaire shall have the non-exclusive, limited right, privilege and duty to operate an Automated Concession at the Airport as more particularly described herein.

Provided, however, such right, privilege and duty shall not be deemed to be exclusive as to the entire area of the Airport, and shall be exclusive only with respect to the location authorized by this Agreement which is assigned to Concessionaire for placement of Automated Concession machines.

Concessionaire shall operate such concession continuously, twenty-four (24) hours per day, each and every day throughout the term of this Agreement, in accordance with the provisions hereof.

2.02 Assigned Premises

County hereby assigns to Concessionaire the following premises at the Airport as more particularly described below and shown on Exhibit B, attached hereto and incorporated herein by this reference:

Type of Space/Location	Square Feet
TBD	
TBD	

Concessionaire shall install additional machines and add locations only as approved in writing by the Director.

2.03 Term

The term of this Agreement shall be for a period of _____ years beginning on the Rent Commencement Date and terminating after ____ (____) full calendar months. Either party may, upon thirty (30) calendar day's prior written notice to the other, terminate this Agreement without cause. If Concessionaire is in default of its obligations herein, the Director may, in addition to all other rights, give written notice terminating this Agreement at any time, such termination to be effective ten (10) calendar days from the date of receipt of such notice. If Director reasonably believes that continuing operation by Concessionaire will threaten the security, safety or health of others, or if Concessionaire fails to maintain the insurance coverage required herein, or if Concessionaire does not comply with applicable law, this Agreement may be terminated without notice and the permitted activities may be immediately halted.

2.04 Rent and Other Payment Obligations

Concessionaire shall pay Rent to the County in the amounts and manner described below.

A. Time and Manner of Payment

Throughout the Term hereof, Concessionaire shall pay all Rent required in this Section 2.04 by electronic payment or first-class mail, postage prepaid, payable to "County of Sacramento", at County's Airport Accounting Office, at the address shown for County in Section 2.07 hereof.

Except as stated in the following paragraph, the Percentage Rent shall be delivered no later than the fifteenth (15th) day of the calendar month immediately following the month Gross Revenues were generated, along with a Monthly Report as required by Section 3.47A hereof.

In the event the Term commences on a day other than the first day of a calendar month, then Percentage Rent shall apply for such month, and payment of the Percentage Rent for such month shall be due to County on or before the fifteenth (15th) day of the following calendar month, along with a Monthly Report as required by Section 3.47A hereof.

B. Percentage Rent

Concessionaire shall pay Percentage Rent to the County in the amount and manner defined in Section 1.18 equal to the percentages established in the table below:

Automated Concession Machine	Percentage of Gross Revenue
TBD	XX%

Percentage Rent shall be calculated for each month of the Agreement Term and paid in accordance with Section 2.04A above.

C. Annual Reconciliation and Adjustment of Percentage Rent

The Percentage Rent paid monthly as set forth in this section shall be subject to annual reconciliations performed by the Department at the end of each Agreement Year, wherein Department staff will reconcile monthly reports detailing Gross Revenue and all rents payable to the annual report for the corresponding Agreement Year. If said reconciliation shows a balance due to County or an excess paid by Concessionaire, the appropriate adjustment, either payment by Concessionaire of the balance due or credit or repayment by County to Concessionaire of the excess payment, shall be made within thirty (30) days after an

approved annual report, as required in Section 3.47C hereof, is received by Department. However, Concessionaire shall not be entitled to interest on the amount credited or repaid by County to Concessionaire.

D. Centralized Receiving and Distribution Center

The Department plans to develop a Centralized Receiving and Distribution Center (CRDC) that will serve as a single point of entry for all vehicles and persons that need to access the Airport's secured areas. Use of the CRDC under this Agreement applies only to vending operations at SMF. The CRDC will be established in order for the Airport to comply with the federal regulations in 49 CFR §1542 that require screening and inspection of vehicles and persons entering the secured areas. The CRDC implementation and operation will also reduce the number of vehicles and persons within the secured areas. The Department anticipates that the CRDC will be funded by a user fee to cover the costs of operation of the CRDC. Such user fee shall be in addition to all other fees and rent described in this section. The user fee will be determined by the Department in consultation with Concessionaire, other tenants at Airport, and other stakeholders and imposed following said consultation process. Once imposed, the CRDC fee shall be payable monthly with the Percentage Rent payment.

E. Support Space Charges

In the event Concessionaire leases Support Space from the County, i.e., space used for office and/or storage purposes, Concessionaire shall pay the then-applicable support space charge. On each July 1 during the Term of this Agreement, as well as during any holdover period, the annual rate per square foot of leased support space shall increase by three percent (3%).

The Director shall assign, remove, relocate or reallocate support space to Concessionaire via written amendment to this Agreement.

2.05 Security Deposit

Prior to the Rent Commencement Date, Concessionaire shall provide a security deposit to the Department initially established at One Thousand Dollars and 00/100ths (\$1,000.00).

Said security deposit shall be in the form of a letter of credit or a performance bond obtained from a company that has an A.M. Best's rating of no less than A:VII or has been approved by the County. Cash and checks are not acceptable forms of security deposit. Said security deposit shall be provided at Concessionaire's sole cost and expense and will be adjusted annually pursuant to each Agreement Year's Rent. In lieu of such security deposit, Concessionaire may deposit with County, in a form acceptable to

the County, an irrevocable letter of credit ("at sight" draft) from a bank acceptable to the County as security for faithful performance by Concessionaire as hereinabove provided.

Said security deposit shall be kept in full force throughout the Term of this Agreement to ensure the faithful performance by Concessionaire of all the covenants, terms and conditions of this Agreement, including the payment of all consideration provided herein.

Said security deposit shall continue to be retained by Department as security for the timely performance by Concessionaire of each and every obligation under this Agreement and shall not be subject to the claim of any creditor of County or Concessionaire.

Upon satisfaction of all financial and reporting obligations required under this Agreement, the amount of said security deposit, less any amounts due or owing to County by Concessionaire, shall be refunded/released by County to Concessionaire, provided, however, County shall have no obligation whatsoever to pay any interest on the amount of said security deposit to Concessionaire.

Within fifteen (15) calendar days following the application of said security deposit to correct any default by Concessionaire, or to pay any amount due or owing upon expiration or earlier termination of this Agreement, Department shall provide Concessionaire with an accounting of such application.

2.06 Authorized Use

Subject to all applicable laws, regulations and limitations set forth in this Agreement, Concessionaire shall operate the Automated Concession machine from the Assigned Premises in accordance with the Concessionaire's Proposal referenced in Exhibit A, attached hereto and incorporated herein by this reference. Concessionaire is also granted the following use/rights, in connection with Concessionaire's operation at the Airport, listed below:

- a. The right of ingress to and egress from the Assigned Premises over and across roadways servicing the Airport for Concessionaire, its agents, patrons, guests or suppliers.
- b. The right to install appropriate Automated Concession machines on the Assigned Premises, provided that all design, specifications, dimensions, appearance, finishes, utility and data connections requirements and installation details for each machine shall have the prior written approval of the Director.
- c. The nonexclusive right and privilege to offer the types of goods listed in Exhibit C, attached hereto and incorporated herein by this reference, in accordance with the provisions of this Agreement. All merchandise provided by Concessionaire must be approved in writing by the Director prior to installation in the Automated Concession

machines. In addition, the Director, in their sole discretion, may change this list upon written notice to Concessionaire. All merchandise shall be in good taste and in accordance with all applicable health or service codes and presented in such manner as to be well received by the public. The County reserves the right to allow others to conduct the same or similar operations and/or to sell the same or similar merchandise within the Airport or buildings, including but not limited to any public-facing or employee-accessible areas under the Department's jurisdiction.

2.07 Notice Address

Notices required herein shall be in writing and served either personally, by e-mail, by certified mail, return receipt requested, postage prepaid or by overnight courier. Any notice mailed pursuant to this Agreement shall be deemed received by the addressee five (5) business days after deposit of same in the mail. Either party shall have the right, by giving fifteen (15) days' written notice to the other, to change the addressee or address at which its notices are to be deemed received. Until any such change is made, notices shall be addressed and delivered as follows:

County:

Sacramento County
Department of Airports
Airport Commercial Development
6900 Airport Boulevard
Sacramento, CA 95837-1109
Attn: SMF Concessions
E-mail: SMFConcessions@saccounty.gov

Concessionaire:

Company Name
Address
E-mail:

Unless otherwise notified by the Department, payments and communications regarding billing and invoicing shall be directed to the following address:

Sacramento County Department of Airports
Airport Accounting
6900 Airport Boulevard
Sacramento, CA 95837-1109
E-mail: Air-Accounting@saccounty.gov

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified in this section. All notices shall be effective upon receipt and shall be deemed received upon delivery, if sent electronically or personally delivered.

2.08 Utilities

The County shall provide, at its cost, electrical connections to the Assigned Premises; provided that the Director reserves the right to not approve any proposed Automated Concession machine location based on the cost of locating electrical service to the area. Throughout the term of this Agreement, the County may determine that it will charge Concessionaire for electricity to the Automated Concession machines. If the County determines that it will charge Concessionaire for electricity to the Automated Concession machines, written notice of the proposed fee and implementation date will be provided to Concessionaire. If an Automated Concession machine requires a water line for operation, such as certain coffee units, Concessionaire shall be responsible for identifying that need and the County will determine, at its sole discretion, whether a water hookup can be provided to the location; the Director reserves the right to disapprove any machine location based on the feasibility or cost of extending water service to the area.

2.09 Automated Concession Machines

Concessionaire shall install and maintain at the Airport the type and number of Automated Concession machines in the locations described in Exhibit B and as approved by the Director throughout the Agreement Term.

Unless otherwise expressly approved in writing by the Director, all Automated Concession machines installed by the Concessionaire shall be new and in first class condition and of the year, make, model, and appearance acceptable to the Director. All Automated Concession machines shall accept U.S. dollar bills, provide change and accept credit cards. No Automated Concession machine installed by Concessionaire shall have any sound producing device as a part of the normal operation thereof, nor shall any machine contain bright, flashing or otherwise distracting lights, displays or visual effects, unless expressly approved in writing by the Director.

Concessionaire shall not add, remove or relocate any Automated Concession machines at the Airport without the prior written approval of the Director. The Director may, upon ten (10) calendar days advance written notice, require Concessionaire to remove or relocate any of its Automated Concession machines. The Director may, upon thirty (30) calendar days advance written notice, require Concessionaire to install additional Automated Concession machines, and thereafter stock and maintain said Automated Concession machines in accordance with the provisions of this Agreement. Any such Automated Concession machine addition, removal or relocation required by the Director shall be at Concessionaire's sole cost and expense.

Concessionaire is aware of and understands that additional Automated Concession machines may be required by the Director throughout the

Agreement Term. Prices for merchandise offered for sale shall be clearly posted and shall be approved in writing by the Director prior to installation.

Concessionaire shall regularly maintain all of its Automated Concession machines at the Airport in good mechanical working order, and in safe, sanitary, clean and undamaged condition, in accordance with the requirements of the California Health and Safety code, and all other applicable laws and administrative regulations.

Concessionaire shall perform said maintenance in accordance with the maintenance schedule in Concessionaire's Proposal attached as EXHIBIT B. Additionally, Concessionaire shall provide maintenance and service whenever requested by the Director.

2.10 Operation of Automated Concession Machine

- a. Concessionaire shall furnish all services provided hereunder on a fair and reasonable basis to all users of the Airport and the general public. Concessionaire shall maintain and operate the Automated Concession machines in a first-class manner and shall keep the Assigned Premises in a safe, clean, orderly and inviting condition at all times, satisfactory to the County.
- b. Concessionaire shall operate its business at the Airport under the trade name set forth in the Agreement so long as, (1) the same shall not be held to be in violation of any applicable law; and, (2) shall not change the advertised name or character of the business operated at the Assigned Premises without the prior written approval of the County, which approval may be withheld at the County's sole option.
- c. Concessionaire shall not give samples, approach customers or otherwise solicit business in the common areas, terminals, or any other location at the Airport, nor shall Concessionaire distribute any handbills or other advertising material at the Airport. In the event that Concessionaire violates the foregoing, Concessionaire shall, at Concessionaire's sole cost and expense, be responsible for clearing the area of any such materials.
- d. At the Director's request, Concessionaire shall meet with the Director to review any complaints or concerns and shall promptly correct any deficiencies. The Director's determination as to the quality of operation or services shall be conclusive and curative measures shall be implemented by Concessionaire as expeditiously as possible.
- e. The Director may monitor, test, or inspect Concessionaire's service at any time through the use of a responsible shopping service or by other commercially reasonable means that do not unduly interfere with Concessionaire's business.

- f. Concessionaire shall provide, at Concessionaire's sole cost and expense, any and all equipment, materials, etc., necessary for the Automated Concession machine operation.

2.11 Appearance of Personnel

The operations of Concessionaire, its employees, and those doing business with it shall be conducted in an orderly and proper manner and so as to not annoy, disturb or be offensive to others at the Airport. Concessionaire's employees shall wear uniforms and other suitable means of identification. The Director shall have the right to object to Concessionaire regarding the demeanor, conduct and appearance of Concessionaire's employees, and those doing business with it at the Airport, whereupon Concessionaire will take all steps necessary to remove the cause of the objection.

2.12 Automated Concession Machine Stock

Throughout the term of this Agreement, Concessionaire shall supply and offer for sale through its Automated Concession machines a variety of merchandise, as approved by the Director, in quantities sufficient to satisfy the demands of the Airport patrons, as determined by the Director. All merchandise offered for sale by Concessionaire through its Automated Concession machines shall be subject to the approval of the Director as to type, quality and price throughout the term of this Agreement.

The Director shall provide ten (10) calendar days' advance written notice, if Concessionaire is required to remove certain merchandise from its Automated Concession machines. Concessionaire shall request the prior approval of the Director to remove merchandise from the Automated Concession machines that were previously approved by the Director.

Concessionaire shall be solely responsible for the purity, cleanliness and wholesomeness of all edible merchandise offered for sale at the Airport by Concessionaire. Concessionaire shall keep all food and beverage merchandise free from contamination and shall store, handle, and dispense such merchandise in full compliance with the California Retail Food Code (Health and Safety Code, Division 104, Part 7), including but not limited to Chapter 4, Article 1 (Protection From Contamination), Sections 113980-113992, as well as all other applicable laws and regulations.

2.13 Merchandise Pricing

The price of all merchandise offered for sale by Concessionaire through its Automated Concession machines within the Airport shall be clearly marked and displayed within the public view, either on the product packaging or on the Automated Concession machine from which the product is sold. The Airport's pricing policy requires that Airport prices are within five percent (5%) of similar facilities in the Sacramento Metropolitan area. Concessionaire will be responsible for periodically providing product price

comparisons to the Airport for similar items at similar facilities in the Sacramento Metropolitan area to ensure compliance with this policy.

Concessionaire shall request approval from the Director not less than thirty (30) days in advance of any proposed increase in the sales price of the merchandise offered for sale by Concessionaire through its Automated Concession machines at the Airport. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge a price higher than the suggested retail pre-marked price without the prior written approval of the Director.

When an item does not have a suggested retail price or pre-marked price, the item shall be sold in accordance with the prices identified in Concessionaire's Proposal attached as Exhibit A or at a price approved in writing by the Director.

2.14 Refund Policy

Concessionaire shall provide refunds in accordance with Concessionaire's refund policy described in Concessionaire's Proposal attached as Exhibit A. Any proposed changes to the refund policy must first be approved in writing by the Director prior to implementation.

2.15 Merchandise Change-Out

Concessionaire shall, at its sole cost and expense, upon thirty (30) calendar days written notice from the Director, change the merchandise to a concept that shall be approved by the Director prior to installation. If Concessionaire determines that a change in the merchandise is required, Concessionaire shall submit a written request to the Director for approval no later than thirty (30) calendar days prior to the proposed change-out date. If Concessionaire changes the merchandise without the Director's prior written approval, the Director may require immediate removal or replacement, upon verbal or written notice, with merchandise that is acceptable to the Director.

2.16 Advertising

Concessionaire shall not install or display without the prior written approval of the Director, any sign, or other display of advertising media, including materials supplied by manufacturers of equipment, on Concessionaire's Automated Concession machine, on other equipment free standing or attached, or on the Assigned Premises. Concessionaire understands the County has a contract for in-terminal advertising services.

ARTICLE 3

General Conditions

3.01 Acceptance of Assigned Premises

Concessionaire hereby accepts the Assigned Premises in its "as-is" condition existing on the effective date of the Agreement and such area shall not be subject to recalculation. Taking possession of the Assigned Premises by Concessionaire shall be conclusive evidence that the condition thereof is satisfactory to Concessionaire. The County makes no expressed or implied representation or warranty of any kind whatsoever that the Assigned Premises are suitable for the uses to which Concessionaire shall be restricted pursuant to this Agreement.

3.02 Accord and Satisfaction

No payment by Concessionaire or receipt by the County of a lesser amount than the rent, fees and/or charges due to be made by Concessionaire hereunder shall be deemed to be other than on account of the rent, fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as rent, fees and/or charges shall be deemed an accord and satisfaction, and the County may accept such check or payment without prejudice to the County's right to recover the balance of such rent, fees and/or charges or to pursue any other remedy provided in this Agreement.

3.03 ACDBE Participation and Monitoring and Site Enforcement

To the extent required and in accordance with timelines set forth by the Federal Aviation Administration (FAA), the County will implement various mechanisms to monitor program participants to ensure compliance with 49 CFR Part 23, including, but not limited to the following:

- a. Conduct site visits to determine ACDBE participation in Joint Venture as described in Article 1 of the Agreement; and
- b. Verify ACDBE certification status annually; and
- c. Review revenue reports on a monthly basis; and
- d. Review agreement terms and conditions for compliance.

The County has several remedies available to enforce the ACDBE requirements, including, but not limited to the following:

- a. Breach of contract action, pursuant to the terms of this Agreement; and
- b. Breach of contract action, pursuant to all applicable state laws; and
- c. All other available legal remedies.

In addition, the federal government has several enforcement mechanisms that may be applied to firms participating in the ACDBE program, including, but not limited to, the following:

- a. Suspension or debarment proceedings pursuant to 49 CFR Part 23 and 2 CFR Parts 180 and 1200; and
- b. Enforcement action pursuant to 49 CFR Part 31; and
- c. Prosecution pursuant to 18 USC 1001.

3.04 Additional Fees, Charges and Rentals

Concessionaire shall pay County additional fees, charges and rentals in the event of any of the following:

- a. If County has paid any sum or sums, or has incurred any obligation or expense, for which Concessionaire has agreed to pay or reimburse County, or for which Concessionaire is otherwise responsible;
- b. If County is required or elects to pay any sum or sums, or incurs any obligation or expense, because of the failure, neglect or refusal of Concessionaire to perform or fulfill any of the promises, terms, conditions or covenants required of it hereunder;
- c. Pursuant to any separate agreement between the parties not contained herein;
- d. To reimburse County for services rendered, such as, but not limited to, utilities, trash removal, telephone, delivery access charges and similar charges.

Concessionaire's obligations pursuant to this section shall include all interest, cost, damages, and penalties in conjunction with such sums so paid or expenses so incurred by County.

3.05 Airport Security

- a. Concessionaire shall comply with all security regulations at the Airport pursuant to all local, State and federal law, including, but not limited to, any and all directives issued by the County. If required, Concessionaire shall obtain an Airport Tenant Security Program ("ATSP") document approved by TSA within sixty (60) days of receipt of written notice from the County or as otherwise directed by TSA. If required, Concessionaire shall maintain any TSA-approved ATSP throughout the Term of this Agreement.
- b. Concessionaire's representatives, as determined by the County, must be able to pass a security background access investigation consisting of a fingerprint based criminal records check ("CHRC") (collectively, "Background Check"), as well as a Security Threat

Assessment ("STA"), which must be approved by TSA before an Airport ID badge will be issued. All of Concessionaire's employees, contractors, or other persons doing business with Concessionaire requiring unescorted access to the secured area of the Assigned Premises will require a badge and are also subject to Background Check and STA. Badges are issued by the County subject to each individual's successful completion of the Background Check in compliance with 49 CFR Part 1542 and all other applicable regulatory directives. Concessionaire applicants with approved access media will be subject to automatic enrollment into a continuous background monitoring program. In addition to the CHRC and STA requirements, Concessionaire employees and their representatives must establish a justifiable need for unescorted access authority. Third (3rd) party vendors such as delivery drivers, maintenance personnel or union officials that are not directly employed by the Concessionaire are not automatically eligible for a badge as they do not meet the standard for justifiable need. The determination of justifiable need is at the sole discretion of the County.

- c. If a badge is lost, stolen, or if the recipient fails to return the badge to the County when required by the County, Concessionaire shall be subject to a non-refundable reissuance fee, if applicable, and any other damages directly caused by the loss, theft or retention of the badge.
- d. If required, Concessionaire shall establish and implement written procedures (Security Procedures) acceptable to the County for the control of and prevention of unauthorized access to all areas within the Assigned Premises. Concessionaire's Security Procedures shall also incorporate activities designed to assist the County in safeguarding all other secured areas of Airport. The Security Procedures shall include, but are not limited to, the following procedures:
 - 1. Gates, doors, fences or other parts of the Assigned Premises shall be kept locked by Concessionaire at all times when not in use by or when not under the security surveillance of Concessionaire.
 - 2. Lock malfunctions or other deficiencies, which would permit unauthorized access into secured/unsecured or into sterile/non-sterile areas of the Airport, shall be reported by Concessionaire at once to the County through the Airport Communications Center at (916) 874-0456. The unsecured access point shall be

maintained under constant security surveillance by the Concessionaire until the Concessionaire has repaired the same and security through such point has been restored, and/or the County assumes security and/or repair of the access point.

3. Loss, misplacement, theft or failure to comply with the return of any badge shall be immediately reported to the County through the Airport Communications Center at (916) 874-0456.
- e. Concessionaire shall be solely responsible for the control and movement of persons who are representatives of Concessionaire and that have a valid Airport issued ID badge moving from the Assigned Premises onto all secured areas of the Airport. These badged representatives will comply with Airport security standards and the Airport's "Tiered" based fine program in order to obtain the badge. Concessionaire shall be solely responsible for the payment of any and all penalties and fines which may be levied by the TSA or other local, State or federal agencies for violation of any security regulations arising from or relating to Concessionaire's failure to perform its security responsibilities.
- f. If required, Concessionaire shall install, maintain and operate, at no cost to County, access prevention and surveillance devices on the Assigned Premises at access points to secured areas and along the secured perimeter of the Assigned Premises, as determined by the County to be necessary for the safety or security of Airport. The County shall have unrestricted access to all access control devices or systems developed by Concessionaire.
- g. Use of issued access control media, Airport issued ID badge, for other than official employer work purposes is prohibited; use of access control media, after work hours, to gain access to secured and/or sterile areas of the Airport is prohibited.
- h. Concessionaires who use knives, scissors, bottle/wine openers, or any TSA prohibited item as part of their food preparation operation are subject to no notice inspections and are solely responsible for knife accountability at all times. Failure to properly account for knife audits will subject the Concessionaire to both federal and local fine based penalties. Once a knife is unaccounted for, the Concessionaire must notify the Airport through the Airport Communications Center at (916) 874-0456 within five (5) minutes. Concessionaires are prohibited from selling or providing to the public any TSA prohibited item inside the sterile areas of the Airport.

- i. Concessionaire must comply with all Airport Security Procedures and TSA security regulations in regards to the merchandise sold or provided to the general public inside the Sterile Areas of the Airport. Under no circumstances can merchandise be introduced into the Sterile Area without prior inspection/screening as required by TSA-NA-16-01B (Inspection of Merchandise and Consumables Intended for the Sterile Area) dated June 25, 2018.

3.06 Amendment Required by FAA or TSA

This Agreement may be amended without further consideration for the purpose of satisfying FAA or TSA requirements.

3.07 Applicable Law

This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, and shall be deemed to have been made, and shall be performed, in the State of California.

3.08 Assignment and Subletting

Concessionaire shall have no right to assign, mortgage, pledge, or otherwise transfer this Agreement, either voluntarily or by operation of law, in whole or in part, without the prior written approval of the County. Likewise, Concessionaire shall not subcontract any rights authorized hereunder or sublease any or all of the Assigned Premises without the prior written approval of the County.

Notwithstanding anything to the contrary contained herein, neither notice to County nor County's consent shall be required for transfers to an entity:

- a. into or with which Concessionaire is merged, reorganized or consolidated;
- b. to which all or substantially all of Concessionaire's assets are transferred;
- c. that acquires all or substantially all of Concessionaire's locations in the Sacramento metropolitan area; or
- d. that controls, is controlled by, or is under common control with Concessionaire, including but not limited to a parent, subsidiary or affiliate of any type.

3.09 Audit

Concessionaire shall, upon request, make all or any part of its records pertaining to this Agreement available to the County, or any other authorized representative of County during normal business hours throughout the Term of this Agreement, for the purposes of inspection, copying, or audit. Except as otherwise expressly provided herein, the cost of such inspection, copying or audit shall be borne by County.

In the event that the results of any such audit by County show any discrepancy as compared to the amount of Concessionaire's Gross Revenues at the Airport, as reported to County by Concessionaire, Concessionaire shall pay the County the difference in Rent payments or County shall reimburse Concessionaire, as the case may be, within thirty (30) calendar days following discovery of such discrepancy.

In the event that any such discrepancy exceeds the amount of such Gross Revenues reported by Concessionaire to County by more than two percent (2%), Concessionaire shall reimburse County for all of County's costs in connection with such audit, plus a fifteen percent (15%) administrative charge of the cost of such audit.

3.10 Authority of the Director

The Director shall administer this Agreement on behalf of the County and has authority to make administrative amendments to this Agreement on behalf of the County including, but not limited to, changes to the Assigned Premises, authorized uses, vending machine concepts, locations, merchandise, pricing, schedules, performance milestones, and management practices. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all the rights, powers, and duties of County herein. With respect to matters herein subject to the approval, satisfaction, or discretion of County or Director, the decision of the Director in such matters shall be final.

3.11 Compliance with Child, Family, and Spousal Support Reporting Obligations

Concessionaire's failure to comply with State and federal child, family and spousal support reporting requirements regarding a Concessionaire's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

Concessionaire's failure to cure such default within ninety (90) days of notice by the County shall be grounds for termination of this Agreement.

3.12 Concessionaire Indemnification of County

To the fullest extent allowed by law, Concessionaire shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out

of, pertaining to, or resulting from the acts or omissions of the Concessionaire, its officers, agents, employees, or contractors, or the acts or omissions of the Concessionaire, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Concessionaire, or for which the Concessionaire is legally liable under law regardless of whether caused in part by an Indemnified Party. Concessionaire shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party.

This Indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Concessionaire or the Concessionaire's subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

3.13 Consent

Whenever the consent or approval of either party hereto is required or authorized hereunder, such consent or approval shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed.

3.14 County's Remedies

Pursuant to California Civil Code Section 1951.2:

- a. In the event that Concessionaire breaches this Agreement and abandons the Assigned Premises before the end of the Agreement Term, or if Concessionaire's right to possession is terminated by County because of a breach of this Agreement, this Agreement terminates. Upon such termination, the County may recover from Concessionaire:
 1. Any and all of the unpaid Rent which had been earned at the time of termination;
 2. The amount by which unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Concessionaire proves could have been reasonably avoided;
 3. The amount by which the unpaid Rent for the balance of the Term hereof after the time of award exceeds the amount of such Rent loss that Concessionaire proves could reasonably be avoided; and
 4. Any other amount necessary to compensate the County for all the detriment proximately caused by Concessionaire's failure

to perform its obligations under this Agreement, or which in the ordinary course of things would be likely to result therefrom.

B. The amounts referred to in Sections 3.14A.1 and 3.14A.2 shall be computed by allowing interest at the rate of eighteen percent (18%). The amount referred to in Section 3.14A.3 shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

C. Damages which County may recover pursuant to Section 3.14A.3 include the "worth at the time of award" of the amount by which the unpaid Rent for the balance of the Term hereof exceeds the amount of such Rent loss for the same period that Concessionaire proves could be reasonably avoided; or County may recover damages pursuant to Section 3.14A.3 in the event that County re-lets the Assigned Premises prior to the time of award and proves that in re-letting the property it acted reasonably and in a good-faith effort to mitigate the damages.

D. Efforts by County to mitigate the damages caused by Concessionaire's breach of this Agreement do not waive County's right to recover damages pursuant to California Civil Code Section 1951.2.

E. Nothing in this section affects the right of County under this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, as herein provided.

Notwithstanding the foregoing, in the event of Concessionaire's breach of this Agreement and abandonment of the Assigned Premises, County may, at its sole option and pursuant to California Civil Code Section 1951.4, elect to continue this Agreement and enforce all its rights and remedies herein against Concessionaire, including the right to recover the Rent as it becomes due.

3.15 County's Right to Perform Concessionaire's Obligations

If Concessionaire fails to make any payment required of it hereunder, or defaults in the performance of any other promise, term, covenant, or condition required of it hereunder, the County may, at its sole option, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default, for the account of and at the expense of Concessionaire. The County may do so immediately and without notice to Concessionaire in the case of an emergency or in any other case if Concessionaire fails to make such payment or remedy such default with all reasonable dispatch after the County has notified Concessionaire in writing of the same.

The County shall bill Concessionaire for such payments made by the County and for any and all expenses incurred by the County in connection therewith, together with interest on the total sum billed, at the rate of eighteen percent (18%) per annum. Concessionaire shall pay the County the total amount billed not later than the date specified in such billing.

The County shall not be limited in the proof of any damages which the County may claim against Concessionaire arising out of or relating to Concessionaire's failure to perform its obligations hereunder. The County may restrain any breach or threatened breach by Concessionaire of any promise, term, condition or covenant required of Concessionaire hereunder, but the mention herein of any particular remedy shall not preclude the County from any other remedy it might have, either in law or in equity.

3.16 Credit Cards and Debit Cards

At all times during the term of this Agreement, Concessionaire shall accept as payment for goods and services at least two (2) of the following major credit cards: American Express, Mastercard, or VISA. No minimum credit card or debit card purchase amount or processing fees shall be established by Concessionaire without the Director's prior written approval.

3.17 Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

3.18 Damage or Destruction of Assigned Premises

A. Restoration of Automated Concession Machines

In the event of the damage or destruction of a portion of the Assigned Premises, or of the structural portion of any Airport building or facility containing such Assigned Premises, the County shall not be required to repair, rebuild, or restore Concessionaire's Automated Concession machines, such excluded items being the sole responsibility of Concessionaire.

If the County elects to repair and rebuild structural portions of any Airport building or facility containing the Assigned Premises, Concessionaire shall be obligated to repair any damage to, or replace, any Automated Concession machines, made or installed by Concessionaire, irrespective of the cause and whether or not such damage or destruction shall have been insured. Concessionaire shall proceed to restore, repair, replace, such items with materials of a quality equivalent to that originally installed at Concessionaire's own cost and expense. Such restoration, repair and replacement shall be performed by Concessionaire in accordance with the provisions of Section 3.29.

B. Removal of Damaged Property

In the event of damage to, or partial or total destruction of, the Assigned Premises, the Concessionaire shall within thirty (30) days of the occurrence commence to remove from the Assigned Premises, or from the portion thereof destroyed, all damaged property (and all debris thereof) belonging to the Concessionaire or to any third person whatsoever. Concessionaire shall diligently continue such removal until complete. In the event Concessionaire does not perform its obligation hereunder, the County may remove such debris and dispose of the same and may remove such property to a public warehouse for deposit or may retain the same in its own possession and sell the same at public auction, the proceeds of which may be applied first to the expenses of removal, storage and sale, and second to any sums owed by the Concessionaire to the County, with any balance remaining to be paid to the Concessionaire; if the expenses of such removal, storage and sales shall exceed the proceeds of sale, the Concessionaire shall pay such excess to the County upon demand. Without limiting any term or provision of this Agreement, the Concessionaire shall indemnify and hold harmless the County, its officers, representatives, employees, contractors and subcontractors, from and against any and all claims of third persons arising out of the exercise of the County of its right to remove property as hereinabove provided including all claims for conversion, all claims for damage or destruction of property, all claims for injuries to persons (including death), and all other claims for damages, consequential or otherwise.

C. Option to Terminate Concessionaire's Interest Upon Damage or Destruction

If (1) the building containing the Assigned Premises shall be damaged to the extent of more than twenty-five percent (25%) of the cost of repair or replacement thereof, or (2) the proceeds of the County's insurance recovered or recoverable as a result of the damage shall be insufficient to pay fully for the cost of repair or replacement of the building in which the Assigned Premises is located, or (3) the building containing the Assigned Premises shall be damaged as a result of a risk which is not covered by the County's insurance, or (4) the building containing the Assigned Premises shall be damaged in whole or in part during the last three (3) years of the term of this Agreement; then in any such event, the County may, at the County's option, either (a) rebuild or repair such damage, exclusive of Concessionaire's Automated Concession machine equipment, with due diligence or (b) give written notice to Concessionaire within sixty (60) days after the occurrence of such damage terminating Concessionaire's rights and interest in the Assigned Premises

contained in such damaged building as of the date of occurrence of such damage.

In the event the County elects to terminate Concessionaire's right and interest in the Assigned Premises pursuant hereto, Concessionaire shall have the right within ten (10) days after receipt of the required notice to notify the County in writing of Concessionaire's intention to repair such damage or destruction at Concessionaire's expense, without reimbursement from the County in which event this Agreement shall remain in effect. If Concessionaire does not give such notice within the ten (10) day period, Concessionaire's right and interest in the Assigned Premises will terminate as of the date of such damage or destruction.

If the County elects to terminate Concessionaire's right and interest in the Assigned Premises as provided in this Section C, then any insurance of said Assigned Premises shall be paid to the County and Concessionaire as their interests appear retained by Concessionaire.

D. Adjustment of Rent

The Rent payable under this Agreement shall be equitably adjusted for the period from the occurrence of any damage to the structural portion of the building containing the Assigned Premises to the completion of repairs to such building, or for the period from the occurrence of the damage to the effective date of termination, provided such damage materially adversely affects the efficient operation of the concession; except that Concessionaire shall not be entitled to any adjustment of the rental if any damage shall have been caused or contributed by the fault of the Concessionaire, its officers, employees or others on or at the Assigned Premises with the consent of the Concessionaire.

3.19 Data Sharing

Concessionaire shall, within fifteen (15) days of receiving a written request of such data from County, provide sales transactional data including, but not limited to, sales by major categories (i.e., product type, product description, etc.) and sales by time of day (i.e., sales by hour, average sales per hour, etc.) in a format and with detail satisfactory to the County. Transaction listings should be specific to Concessionaires' units and include all available data fields in each transaction except for personally identifiable data.

3.20 Delivery of Merchandise and Equipment

Concessionaire shall arrange for the timely delivery of all merchandise and equipment at such times, in such location(s) and in a manner satisfactory to the Director. The Director may issue schedules of acceptable

delivery times and the delivery location/point of access by written notice to Concessionaire, which the Director may adjust from time to time, and from which Concessionaire shall not deviate without the Director's prior written consent.

Concessionaire shall use its best efforts to complete, or cause to be completed, all deliveries, loading, unloading, and services to the Assigned Premises during such times as the Director may reasonably require from time to time. Concessionaire shall not allow delivery trucks or other vehicles servicing the Assigned Premises to park or stand in front of, or at the rear of any Airport building or facility. Vehicles shall use such other areas at Airport as the Director may reasonably require.

3.21 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only by written instrument duly executed by the parties hereto.

3.22 Early Termination by Concessionaire

At any time Concessionaire is not in default in its payments or other obligations to the County hereunder, Concessionaire may terminate this Agreement prior to expiration of the term hereof only upon the happening of one or more of the following events:

- a. Permanent abandonment of Airport by the County;
- b. Assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of Airport, or any substantial part thereof, in such manner as to substantially restrict Concessionaire in its operations hereunder for a period of ninety (90) consecutive calendar days;
- c. Issuance by a court of competent jurisdiction of a permanent injunction which in any way prevents or restrains use of Airport in a manner substantially restricting Concessionaire's operations at Airport hereunder;
- d. Default by the County in the performance of any promise, term, condition or covenant required of it to be performed hereunder, provided the County fails to cure such default within sixty (60) calendar days following receipt of written notice of such default from Concessionaire. However, if the nature of such default is such that it cannot reasonably be cured within such period, the County shall be deemed to have cured such default if within such period the County commences performance thereof and thereafter diligently prosecutes the same to completion.

Early termination by Concessionaire pursuant to this section shall be upon not less than fifteen (15) days advance written notice to the Director, which notice shall state the basis of such termination and the effective date thereof.

In the event of early termination by Concessionaire pursuant to this section, Concessionaire shall pay rent to the County to and through the date of such termination.

3.23 Early Termination by County

The County may terminate this Agreement prior to expiration of the term hereof upon the happening of one or more of the following events:

- a. Concessionaire remains in arrears in any payment of rent or fees required by this Agreement for a period of at least fifteen (15) days following receipt of written notice of such arrearage from the County;
- b. Concessionaire makes a general assignment for the benefit of its creditors;
- c. Concessionaire files a voluntary petition, or becomes the subject of an involuntary petition, in any proceeding in Bankruptcy Court;
- d. Concessionaire abandons the Assigned Premises;
- e. Concessionaire fails to replace any machines which have been destroyed by fire, explosion or other catastrophe, within six (6) months from the date of such destruction;
- f. Concessionaire fails to maintain any of the forms of insurance required in Exhibit D, attached hereto and incorporated herein by this reference. The Director may, in his sole discretion, immediately terminate this Agreement if Concessionaire fails to maintain the required insurance;
- g. Except as otherwise provided in Subsections a., e. and f. of this section, and in the Performance Standards in Exhibit E, attached hereto and incorporated herein by this reference, the default by Concessionaire in performance of any promise, term, condition, or covenant required of it hereunder, provided Concessionaire fails to cure such default within thirty (30) calendar days following receipt of written notice of such default from the County. However, if the nature of such default is such that it cannot reasonably be cured within such period, Concessionaire shall be deemed to have cured such default if within such period Concessionaire commences performance thereof and thereafter diligently prosecutes the same to completion.

Early termination by the County pursuant to this section shall be upon not less than fifteen (15) days advance written notice to Concessionaire, which notice shall state the basis of such termination and the effective date thereof. Upon the effective date of such termination, the County may take

possession of the Assigned Premises, without further notice or demand to Concessionaire. Failure to serve notice of termination upon the happening of any of the events described in this section shall not operate to bar or destroy the County's right to thereafter declare such termination upon the subsequent happening of any such event.

3.24 FAA Requirements

A. Airport Sponsor Assurances

Concessionaire will, at all times during this Agreement, comply with the provisions of the FAA Airport Sponsor Assurances (Assurances) and any subsequent revisions, updates, or amendments thereto. The provisions of the Assurances may change during the Term of this Agreement, and those changes will be incorporated into this Agreement without the necessity of a formal amendment. County is not responsible for notifying Concessionaire of any changes to the Assurances. Concessionaire is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website and is incorporated into this Agreement by this reference. https://www.faa.gov/airports/aip/grant_assurances

B. Contract Provisions

Concessionaire will, at all times, during the Term of this Agreement, comply with the provisions of the FAA Contract Provisions (Contract Provisions) and any subsequent amendments, applicable to the activities, rights and duties contemplated under this Agreement. A copy of the Contract Provisions is attached as Exhibit F and incorporated by reference. Concessionaire shall include compliance with the Contract Provisions in all other agreements it enters into with third parties, pertaining to, referencing or otherwise related to the activities regarding the subject matter of this Agreement.

C. Additional Requirements

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Concessionaire 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 Concessionaire agrees to include the above statements 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.

3.25 Force Majeure

Neither Concessionaire nor County shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

3.26 Hazardous Materials

A. Concessionaire's Compliance with Environmental Laws

Concessionaire shall at all times in all respects comply with all environmental laws, and any amendments thereto affecting Concessionaire's operation on the Airport, including all federal, State and local laws, ordinances and regulations relating to Hazardous Material. As used herein, the term "Hazardous Material" includes, without limitation, any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States government.

Concessionaire shall not be liable for the release of any Hazardous Materials caused by anyone other than Concessionaire, or Concessionaire's parties. For avoidance of doubt, the parties acknowledge and agree that notwithstanding anything set forth in this Agreement to the contrary, Concessionaire shall have no obligation or responsibility for any Hazardous Materials or environmental conditions to the extent already existing at, on, or under the Airport prior to the date the Agreement is fully executed.

B. Hazardous Material Storage Permit

Concessionaire shall be required to obtain a Hazardous Material Storage Permit from the County of Sacramento, Environmental Management Office, if at any time Concessionaire places or stores Hazardous Material liquid or Hazardous Material solids on the Airport.

3.27 Headings

The headings of the articles and sections of this Agreement are inserted only as a matter of convenience and for reference, and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

3.28 Holding Over

If Concessionaire remains in possession of the Assigned Premises following the expiration or sooner termination of this Agreement, such holding over shall not be deemed to constitute an extension or renewal of this Agreement, but shall merely create a tenancy from month-to-month which either party hereto may terminate upon thirty (30) calendar days advance notice to the other. In the event of such holding over, Concessionaire shall perform all terms, promises, conditions and covenants required of it hereunder, but shall pay rent to the County in such amounts as may be designated by the Director, which in no case shall be less than that in effect immediately prior to such expiration or sooner termination of this Agreement.

3.29 Improvements by Concessionaire

Within three (3) months from the effective date, Concessionaire shall at its sole cost and expense, commence and complete the installation of the Concessionaire supplied Automated Concession machines as described throughout this Agreement on the Assigned Premises, (hereafter "Project"). The Project shall include the Automated Concession machines, and telecommunications installations and connections required by Concessionaire, and any additional equipment necessary to the operation. Such project shall be completed and installed as described in Concessionaire's Proposal attached as Exhibit A unless otherwise approved in writing by the Director. Concessionaire shall cause the Project to be completed in accordance with this section.

Except as otherwise provided herein, and excluding those utilities or connections the County provides under this agreement, Concessionaire shall make and maintain at Concessionaire's own expense, all installations necessary for the proper conduct of Concessionaire's business at the Airport. All Automated Concession machines contained within the Assigned Premises must be of first-class quality, safe, fire resistant, attractive, and may be installed only with the Department's prior written approval. Further, throughout the Term, all Automated Concession machines located within the Assigned Premises shall meet all current and future requirements of the federal and State Americans with Disabilities Act (ADA).

The Project and any future projects shall be constructed in accordance with this Agreement and all applicable laws, regulations, and permit requirements, including those of the County and the Department.

Any review or approval by the Director of Concessionaire's plans or an inspection by the County of the Project work or materials shall not be deemed to constitute a waiver or release by the County of any obligation or responsibility of Concessionaire hereunder, or an assumption of any risk or liability by the County with respect thereto, and Concessionaire shall make

no claim against the County on account of such review, approval, or inspection.

A. General

No Automated Concession machine installations of any kind shall be erected, placed, assembled, constructed or permitted on the Assigned Premises until preliminary plans showing the type of equipment, location, size, design, signage electrical requirements and any water line requirements, if applicable, have been approved by the County. Prior to the preparation of preliminary plans, Concessionaire shall contact the Director to schedule a pre-Project meeting to brief Department staff on the proposed installations.

B. Title to Automated Concession Machines

All the Automated Concession machines installed by Concessionaire and associated with this Project pursuant to this section shall remain on the Assigned Premises throughout the term of this Agreement, unless otherwise approved in writing by the Director. Any replacement upgrade, or modification of an Automated Concession machine during the Term shall be subject to the same approval requirements and installation standards contained in this Agreement. Upon expiration or sooner termination of the Agreement, title to Concessionaire's Automated Concession machines shall remain with Concessionaire and shall be removed by Concessionaire at Concessionaire's sole cost and expense.

C. Liquidated Damages for Failure to Complete the Project

It is imperative that Concessionaire is ready to open for business as expeditiously as possible in order serve the traveling public. The failure of the Concessionaire to complete improvements within six (6) months of effective date, unless prior written approval for a revised installation date is provided by the Director, shall result in damages as a result of this failure. Therefore, it is agreed that as liquidated damages, Concessionaire agrees to pay the amount of Five Hundred Dollars and 00/100ths (\$500.00) per month to the County, if Concessionaire fails to complete the Project and obtain all approvals necessary for installation and operation prior to the end of the six (6) month period immediately following the effective date.

3.30 Improvements by County

The County and Concessionaire agree and acknowledge that, from time to time, the County may undertake improvements to the buildings during the term of this Agreement. The County will attempt to make those improvements in a manner that does not interfere unreasonably with the operations of Concessionaire authorized under this Agreement. Concessionaire expressly waives any and all claims for damages of any kind,

including but not limited to, loss of profits as a result of the interruption of business of Concessionaire that may arise as a result of such improvements undertaken by the County.

3.31 Independent Contractor

Concessionaire is not an employee or agent of the County by reason of this Agreement, or otherwise. Concessionaire is an independent contractor, and as between the County and Concessionaire, Concessionaire shall be solely responsible for its acts and omissions arising from or relating to its operations at Airport and lease of property hereunder.

3.32 Insurance

Throughout the Term of this Agreement, Concessionaire for itself and its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, invitees, and suppliers shall maintain in full force and affect the forms of insurance specified in Exhibit D.

In the event Concessionaire does not have the required certificate(s) of insurance and/or binder(s) evidencing the proper insurance coverage, or the required insurance coverage lapses, this Agreement may be immediately terminated at the County's option by the Director giving written notice to Concessionaire.

3.33 Invalid Provisions

In the event any covenant, condition or provision of this Agreement, or the application thereof to any person, entity, or circumstances, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

3.34 Licenses and Permits

Concessionaire shall obtain at its sole expense all necessary licenses and permits required for construction of improvements or installation of equipment on the Assigned Premises, and any other licenses or permits necessary for the conduct of Concessionaire's operations at Airport.

3.35 Limitations on Use of Assigned Premises

In connection with the exercise of Concessionaire's rights and duties under this Agreement, Concessionaire or any of its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, invitees, or suppliers shall not:

- a. Interfere with, or disturb the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses within the Airport;
- b. Do anything that may invalidate, conflict with, or increase the rate of any insurance policy(s) covering the County or any part thereof. The Director, in his sole discretion, may limit, modify, or require removal of any materials, parts or equipment which the Director reasonably determines are not incidental to Concessionaire's operations by written notification to Concessionaire. Concessionaire shall have forty-eight (48) hours from the mailing date of such notice to remove and properly dispose of any items identified;
- c. Interfere with the Airport staff, businesses, or patrons;
- d. Use or allow the use of the facilities within the Airport for any improper, immoral, or unlawful purpose;
- e. Obstruct the roadways or passageways adjacent to or within the Airport;
- f. Conduct any business within the Airport other than that authorized by this Agreement;
- g. Advertise, solicit, or distribute materials within the Airport in any manner without the advance written permission of the Director;
- h. Sell airline trip insurance over the counter or by machine;
- i. Install pay telephones. The County specifically reserves the right to arrange for the installation of such pay telephones as Concessionaire may desire and to secure the income from such installations;
- j. Selling any goods or service not approved in writing by the Director that shall include but not be limited to threatening devices or weapons;
- k. Soliciting or advertising goods or services which are not authorized by the Director under this Agreement.

3.36 Liquidated Damages from Late Payments

If Concessionaire is in arrears for seven (7) days or more following the due date of any amount payable to the County herein, the parties acknowledge that additional clerical, accounting and other work will be performed which would not otherwise be needed absent the late payment. In addition, because the actual charges as a result of the late payment are difficult to identify, the parties hereby agree that Concessionaire shall pay as a reasonable charge, liquidated damages for the late payment in the amount of eighteen percent (18%) annual percentage rate, applicable from the date such payment was due to the date of actual payment. If the maximum

charge permitted by law is less than the foregoing amount, then the rate shall be such amount determined to be the maximum legal amount. These liquidated damages will be calculated and posted on a monthly basis and shall be prorated by the number of days in the month.

3.37 Negation of Partnership

Nothing in this Agreement shall be construed to render the County in any way or for any purpose, a partner, joint venture, or associate in any relationship with Concessionaire other than that of landlord and tenant, nor shall this Agreement be construed to authorize either the County or Concessionaire to act as agent for the other.

3.38 Net Lease

It is the intent and purpose of the County and Concessionaire that all Rent payable by Concessionaire hereunder shall be absolutely net to the County so that this Agreement shall yield to the County the entire Rent herein specified, in each Agreement Year hereunder, free of any charges, assessments, impositions or deductions of any kind or character which may be charged, assessed, or imposed on or against Concessionaire of the Assigned Premises, without abatement, deduction or set-off by Concessionaire.

The County shall not be expected or required to pay any such charge, assessment or imposition, or be under any obligation or liability hereunder with respect thereto. All loss, costs, expenses and obligations of any kind relating to the maintenance, development and improvement of the Assigned Premises, including the renovation of the building and other improvements thereupon, and all alterations, repairs, reconstruction and replacements as hereinafter provided which may arise or become due during the term hereof, shall be paid by Concessionaire and Concessionaire shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from any and all such loss, costs, expenses and obligations.

3.39 Nonexclusive Rights

Nothing herein shall be construed to grant or authorize the granting of any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport. Subject to the terms and provisions of this Agreement, Concessionaire shall have the right to exclusive possession of the Assigned Premises described by Section **Error! Reference source not found.** hereinabove.

3.40 Nonwaiver of Rights

No failure by the County to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rents or fees during the continuance of such breach, shall constitute a waiver of any such breach or of any such covenant, agreement,

term or condition. No covenant, agreement, term or condition of the Agreement to be performed or complied with by Concessionaire, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the County. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

No receipt of monies by the County from Concessionaire after the termination of this Agreement, or after the giving of any notice of the termination of this Agreement (unless such receipt cures the event of default which was the basis for the notice), shall reinstate, continue or extend the term or affect any notice theretofore given to Concessionaire, or operate as a waiver of the right of Department to enforce the payment of rents or fees payable by Concessionaire hereunder or thereafter falling due, or operate as a waiver of the right of the County to recover possession of the Assigned Premises by proper remedy. It is expressly agreed that after the service of notice to terminate this Agreement or the commencement of any suit or summary proceedings, or after a final order or judgment for the possession of the Assigned Premises, the County may demand, receive and collect any monies due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such monies collected being deemed payments on account of the use and occupation of the Assigned Premises or, at the election of the County, on account of Concessionaire's liability hereunder.

3.41 Notice of Claims and Suit

The County and Concessionaire shall each give the other prompt and timely written notice of any personal injury or other accident claim for or in excess of One Thousand Dollars and 00/100ths (\$1,000.00), and of any lawsuit coming to its knowledge when either such claim or lawsuit arises out of or is in any way connected with the Assigned Premises, the operations of Concessionaire hereunder, the construction or operation of Airport by the County which in any way, directly, indirectly, contingently or otherwise, might reasonably affect the parties' relationship under this Agreement.

Such notice shall be deemed prompt and timely if given within thirty (30) calendar days following the date of receipt of such claim by an officer, agent, or employee of either party, and if given within ten (10) calendar days following the date of service of process upon either party with respect to any such lawsuit.

3.42 No Warranty Re Airports

The County does not warrant that the Airport will continue to be used as an airport during the term of this Agreement. In the event that such airport use is terminated, whether temporarily or permanently,

Concessionaire shall neither claim nor have entitlement to any damages whatsoever from the County.

3.43 Nuisance and Waste

Concessionaire shall not conduct any operation or activity on the Assigned Premises, or elsewhere in the Airport, in which the sound emitting therefrom is of such volume, frequency or intensity at such time as to constitute a nuisance. Concessionaire shall not erect, nor permit to be erected, any nuisance on the Assigned Premises, or permit any waste thereof. Concessionaire shall not permit any trash or garbage to accumulate on or about the Assigned Premises and other common areas in or around the terminals. The Director shall have the sole and exclusive authority to determine what constitutes a nuisance and waste.

3.44 Patents and Trademarks

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

3.45 Prior Damages and Vested Rights

None of the provisions of this article shall operate to preclude either party from obtaining judgment for any monies due and unpaid prior to termination or for any amounts required to be paid by one of the parties on account of the other party or paid to protect the property interests of one of the parties because of the acts of the other.

3.46 Prohibition of Liens

Concessionaire shall pay promptly, as due, all persons supplying labor and materials for any alteration of or improvement to the Assigned Premises, and shall permit no lien or claim to be filed or prosecuted against County on account of such labor and materials furnished.

3.47 Records and Reports

Concessionaire shall prepare and maintain separate and accurate records, in a format and detail acceptable to the Director, documenting all Concessionaires' Gross Revenues showing business done or transacted in, upon or from the Airport pursuant to this Agreement. All such reports required of Concessionaire shall be prepared in accordance with generally accepted accounting principles and reported on a cash basis or International Financial Reporting Standards ("IFRS") and retained for a period of three (3) years subsequent to the activities therein.

A. Monthly Reporting

Concessionaire shall submit a monthly report concurrent with each monthly submittal of Percentage Rent payments to the County at the address specified in Section 2.07. Concessionaire shall submit a written monthly report and an electronic monthly report, in a format and detail by location as required by the Director, of all Concessionaire's Gross Revenues at Airport under this Agreement during the preceding calendar month. Both the written and electronic monthly reports shall be submitted no later than the fifteenth (15th) day of the following month in which such revenues were generated at the Airport. Said monthly report shall be submitted whether or not monthly Percentage Rent payments are due.

B. Delinquent Monthly Reporting

If Concessionaire is delinquent in furnishing to the County any monthly report required under this Agreement, Concessionaire shall pay the County a Ten Dollar and 00/100ths (\$10.00) late fee for each day, that the monthly report is delinquent, as liquidated damages for the additional administrative costs incurred by the County in processing, reviewing, and demanding the delinquent monthly report. The parties have agreed that this is a fair and reasonable estimate of the County's costs incurred in processing a delinquent monthly report. Imposition of such a late fee shall not constitute a waiver of any other remedies available to the County due to Concessionaire's failure to timely provide the monthly reports or pay the late fee.

C. Annual Reporting

Concessionaire shall submit to the County at the address specified for Airport Accounting in Section 2.07, for the approval of the County, an Annual Report for each Agreement Year throughout the Term of this Agreement not later than sixty (60) calendar days following the last day of each Agreement Year.

Said Annual Report shall be prepared by an independent CPA or by Concessionaire's Chief Financial Officer and shall be in a format and in detail satisfactory to the County. This Annual Report shall serve as a certified annual financial statement setting forth all business transacted at the Airport by Concessionaire under the terms of this Agreement during the preceding Agreement Year, and excluding any other business transacted by Concessionaire. Such Annual Report shall include, but not necessarily be limited to, Concessionaire's Gross Revenues, Rent and other payments due to the County, the CPA's audit or by Concessionaire's Chief Financial Officer and examination of source documents from which monthly reports are based, and a certified opinion as to the accuracy of Concessionaire's submitted

monthly reports. Concessionaire shall bear the entire cost of such reports.

D. Delinquent Annual Reporting

If Concessionaire is delinquent for ten (10) days or more in furnishing to the County any annual report required under this Agreement, Concessionaire shall pay the County a One Hundred Dollars and 00/100ths (\$100.00) late fee for each month, or partial month, that the annual report is delinquent, as liquidated damages for the additional administrative costs incurred by the County in processing, reviewing, and demanding the delinquent annual report. The parties have agreed that this is a fair and reasonable estimate of the County's costs incurred in processing a delinquent annual report. Imposition of such a late fee shall not constitute a waiver of any other remedies available to the County due to Concessionaire's failure to timely provide the monthly or annual reports or pay the report late fee.

3.48 Regulations and Restrictions

This Agreement, and the rights herein granted, shall be subject to any and all applicable federal, State and County rules, regulations, orders and restrictions which are now in force, or which may hereafter be adopted by any duly authorized governmental agency with respect to Concessionaire's operation at Airport. In the use of the Assigned Premises, Concessionaire agrees to observe, obey and abide by all ordinances, field rules and other regulations of County applicable thereto. In addition to the foregoing, Concessionaire shall comply immediately with any and all directives issued by the Director or his or her authorized representative(s).

3.49 Release of Liability

The County shall not be liable for, and is hereby released from any and all liability to Concessionaire, to Concessionaire's insurance carrier or to anyone claiming under or through Concessionaire, for any loss or damage whatsoever to the property or effects of Concessionaire resulting from the discharge of water or other substance from pipes, sprinklers, conduits, containers, appurtenances thereof, or fixtures thereto, and from any damage resulting from the discharge or failure of electric current, regardless of cause or origin, except the active negligence of the County, its employees or agents.

3.50 Retention of Records

Concessionaire shall keep available, for a period of three (3) years after each Agreement Year of operation, the books and records of account of Concessionaire for such year, showing the Concessionaire's Gross Revenues from business conducted under this Agreement, the deductions therefrom, and other pertinent information required by the provisions pursuant to this

Agreement. Such books and records of account shall be made available to the County or its duly authorized agents or auditors during the regular business hours of the County at the Airport for the purpose of verifying the information set forth in any annual report or monthly report statement of receipts or for the purpose of verifying compliance by Concessionaire with the terms of this Agreement.

3.51 Right of Access

The County, its officers, agents, and employees shall have the right, without limitation, throughout the term of this Agreement, to enter upon the Assigned Premises for any lawful purpose, including the repair, replacement, or improvement of any underground utilities, and including the purpose of determining whether Concessionaire is complying with its obligations hereunder.

Such entry by the County shall not be deemed to excuse Concessionaire's performance of any promise, term, condition, or covenant required of it by this Agreement, and shall not be deemed to constitute waiver thereof by the County.

Prior to entering on the Assigned Premises, the County shall give reasonable notice of its intent to enter. However, such notice requirement shall not apply in cases of emergency, when the Concessionaire has abandoned or surrendered the Assigned Premises, or where Concessionaire, or Concessionaire's agent, consents to such entry. Notice under this section may be given by any means, including oral notice to an owner, officer, or employee of Concessionaire or by posting a written notice upon the Assigned Premises. Twenty-four (24) hours' notice shall be deemed reasonable in absence of evidence that a shorter notice period is reasonable.

An entry obtained by the County by any of the foregoing means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Assigned Premises, or an eviction of Concessionaire from the Assigned Premises or any portion thereof. Additionally, exercise of any right of entry by the County under this section shall not impose any obligation on the County in addition to those assumed in this Agreement.

The County may, during the progress of any work on the Assigned Premises, take all necessary materials and equipment onto the Assigned Premises without the same constituting an eviction, nor shall Concessionaire be entitled to any abatement of rent, while such work is in progress, nor to any damages by reason of loss or interruption of business or otherwise.

3.52 Right to Nonexclusive Use of Airport

Concessionaire, throughout the term hereof, shall have the right to the nonexclusive use, in common with others, of the Airport parking area, appurtenances and improvements thereon; the right of ingress to and egress

from the Assigned Premises, which right shall extend to Concessionaire's employees, guests, invitees and patrons; and the right, in common with others so authorized, to use common areas of the Airport, including roadways and other conveniences, provided, however, Concessionaire shall not impair ingress or egress to other leased or public areas of the Airport.

3.53 Risk Reduction

Concessionaire shall neither use nor permit the use of the Assigned Premises in such a manner as to increase the rate of insurance thereon in excess of that in existence at the commencement of the Term hereof.

3.54 Signs

Concessionaire shall not erect, maintain, or display any sign on the Assigned Premises, or elsewhere at Airport, without the prior written consent of the Director. Concessionaire shall request the County's approval by submitting a written request, accompanied by a detailed rendering or drawing of the proposed sign.

3.55 Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns and personal representatives of the parties hereto.

3.56 Surrender of Assigned Premises

The County is not required to give Concessionaire any notice to quit possession of the Assigned Premises upon expiration or sooner termination of this Agreement. Concessionaire covenants and agrees it shall peaceably surrender possession of the Assigned Premises upon expiration or sooner termination of this Agreement in good condition, reasonable wear and tear, acts of God, fire and other casualties excepted, and the County shall have the right to take possession of the Assigned Premises. Concessionaire agrees that it will use due diligence in completing the removal of its Automated Concession machines at no cost to the County. Such removal shall be made in such a way that the Assigned Premises (including but not limited to walls and carpet) will be left in a good, cleaned, patched, painted and to re-use condition (normal wear and tear excepted, subject to reasonable approval by the Director).

3.57 Taxes

Concessionaire shall, at its sole cost and expense, pay any and all taxes for which it is responsible, or which may be assessed against it.

A. Possessory Interest and Property Taxation

Under this Agreement a possessory interest subject to property taxation may be created. Pursuant to California Revenue and Taxation Code Section 107.6 and Government Code Section 53340.1, notice is hereby given that such property interest may be subject to property

taxation and special taxation pursuant to Chapter 25, Division 2 of the Government Code (Mello Roos Community Facilities Act of 1982), and that the party in whom the possessory interest is vested may be subject to the payment of property taxes and special taxes levied on such interest. Concessionaire shall pay any and all taxes, assessments, and other charges of whatsoever character that may be levied or charged upon Concessionaire's interest as herein may be created, improvements, operations, or right to use the Assigned Premises.

B. Right to Contest Taxes

Concessionaire shall have the right to contest in its own name, or, to the extent reasonably necessary, in the County's name, in good faith and by all appropriate proceedings, the amount, applicability, or validity of any tax assessment pertaining to the surface of Airport property and Concessionaire's operations thereon.

In the event Concessionaire initiates such contest, the County shall reasonably cooperate with Concessionaire, provided that such contest will not subject any part of the surface of Airport property to forfeiture or loss; and provided, further, that if Concessionaire contests any assessment made by the Assessor of County, such contest shall not be initiated in the name of County, and the County shall not be obligated to cooperate therewith.

If, at any time, payment of any tax or assessment becomes necessary to prevent any forfeiture or loss, Concessionaire shall timely pay such tax or assessment to prevent such forfeiture or loss.

3.58 Time of the Essence

Time is of the essence in performance of this Agreement.

3.59 Title to the Assigned Premises

Fee title to the Assigned Premises is and shall remain vested in the County. Nothing in this Agreement contained or any action or inaction by the County shall be deemed or construed to mean that the County has granted to Concessionaire any right, power or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for, any right, title, interest, lien, charge or other encumbrance upon the estate of the County in the Assigned Premises.

3.60 Transportation of Merchandise within the Terminals if Applicable

Concessionaire shall ensure that all merchandise being transported to and from the Assigned Premises within the terminals at the Airport are handled with care and do not interfere with the traveling public and normal airline terminal operations. All merchandise should be packaged within containers that prevent damage or leakage during transportation and that enable X-ray inspection if required.

In transporting merchandise associated with operating Concessionaire's business, Concessionaire shall use only delivery and receiving routes established by the Director. Pallet jacks, if used, may only be utilized on the lower level of the terminals at SMF in the shipping and receiving areas and storage areas. Pallet jack use at other buildings will be decided on a case-by-case basis and may be allowed with Director's approval. If delivery and receiving routes are carpeted, any carts used must be equipped with wheels suitable for operating on carpets without causing damage to them. Concessionaire may only transport merchandise in those service elevators designated for delivery. Under no circumstances may deliveries be taken onto the escalators. Concessionaire must always refrain from transporting operating materials, such as office supplies, inventory, merchandise, recyclables, and trash through the public common areas of the Airport whenever service corridors and delivery tunnels are available.

The County reserves the express right to further regulate the delivery and servicing activities of the Concessionaire and its suppliers to the Airport and the Assigned Premises and Concessionaire agrees to abide by such further regulations of the County.

3.61 Trash and Garbage

Concessionaire shall, at its sole cost and expense, provide a complete and proper arrangement for the adequate sanitary handling and disposal away from Airport of all trash, dry and wet garbage, and other refuse resulting from, or in any way associated with, Concessionaire's use of the Assigned Premises. Concessionaire shall take appropriate action in the handling of waste materials to prevent the presence of rodents and other vermin. Such arrangements shall include, but not be limited to, the use of suitable covered metal receptacles at the Assigned Premises for the temporary storage of all such garbage, trash, and other refuse. Concessionaire shall keep all garbage materials in durable, fly-proof and rodent-proof, fireproof containers that are easily cleaned. The containers shall have tight-fitting lids, doors, or covers, and shall be kept tightly covered when material is not being deposited in them. Concessionaire shall clean the containers, as necessary, to prevent odors. Concessionaire shall not allow boxes, cartons, barrels, or other similar items to remain within view of public. Concessionaire shall not deposit any of its trash or other refuse in any containers except those designated for Concessionaire's trash.

The County may provide this service for a fee and reserves the right to direct Concessionaire's route for garbage and other refuse removal. Concessionaire shall also be required to participate in any County recycling programs at the Airport.

3.62 Vehicle and Equipment Parking

Vehicular and equipment parking by Concessionaire, its employees, agents, licensees, suppliers, and subcontractors shall be restricted to such

areas at the Airport as are designated by the County. Such parking shall be subject to the payment of such parking fees and charges as may from time to time be in effect for such designated areas.

3.63 Web Accessibility

Concessionaire shall ensure that all web content and mobile applications provided by Concessionaire pursuant to this Agreement shall comply with the County's Web Accessibility Policy.

3.64 Public Communications

- A. Concessionaire agrees to acknowledge in all public communications and public outreach related to the program and/or project funded under this Agreement that the program and/or project is supported by Sacramento County. Concessionaire shall ensure that this acknowledgment is clear, prominent, and accurately reflects that funding is provided by Sacramento County.
- B. Concessionaire shall include the following statement in all relevant materials, including but not limited to press releases, websites, brochures, and social media posts:

"This program is made possible through funding provided by Sacramento County."
- C. Concessionaire shall also display the official Sacramento County logo, as provided by the County, alongside this acknowledgment statement, where feasible and appropriate.
- D. Concessionaire further agrees to promptly inform County of any public communications or public outreach activities related to the program and/or project. Concessionaire shall submit drafts of any press releases or promotional materials for review and approval by County prior to dissemination.

3.65 Execution of Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

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

"County"

Date: _____

By: _____
Cynthia A. Nichol
Director of Airports

Company Name

"Concessionaire"

Date: _____

By: _____

(Name) _____

(Title) _____

REVIEWED AND APPROVED

By: _____

Katrina G. Nelson
Supervising Deputy County Counsel

EXHIBIT A

Concessionaire's Proposal

EXHIBIT B

Assigned Premises

EXHIBIT C

Merchandise List

Item	Price Range
1. TBD	

EXHIBIT D

Insurance Requirements for the Automated Concession Agreement between the COUNTY OF SACRAMENTO, hereinafter referred to as "County," and COMPANY NAME, hereinafter referred to as "Concessionaire"

INSURANCE REQUIREMENTS

Without limiting Concessionaire's indemnification, Concessionaire shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Concessionaire, its agents, representatives or employees. County shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for County and for members of the public, County may require Concessionaire to obtain insurance sufficient in coverage, form and amount to provide adequate protection. County's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Concessionaire shall furnish the County with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The County reserves the right to require that Concessionaire provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk

- Manager.
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - a. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - b. Personal Lines automobile insurance shall apply if vehicles are individually owned.
 3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
 4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Concessionaire's profession.
 5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

Minimum Limits of Insurance

Concessionaire shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

(or replacement value of portion of building you lease, whichever is greater.)

2. Automobile Liability:
 - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit for Landside driving; \$5,000,000 for Airside driving.
 - b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: Not Applicable.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention that applies to any insurance required by this Agreement must be declared and approved by the County.

Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Concessionaire.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Concessionaire must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies

1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-:VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.
2. MAINTENANCE OF INSURANCE COVERAGE: The Concessionaire shall maintain all insurance coverages in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance

policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' written notice for cancellation or non-renewal has been given to the County. For non-payment of premium ten (10) days prior written notice of cancellation is required.

Commercial General Liability and/or Commercial Automobile Liability

1. ADDITIONAL INSURED STATUS: The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises owned, occupied or used by the Concessionaire; or (commercial) automobiles owned, leased, hired or borrowed by the Concessionaire. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers.

Send original certificate to the Additional Insured:

County of Sacramento Department of Airports
Attn: Airport Commercial Development
6900 Airport Boulevard
Sacramento, CA 95837

2. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an Agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

3. PRIMARY INSURANCE: For any claims related to this Agreement, the Concessionaire's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Concessionaire's insurance and shall not contribute with it.

4. SEVERABILITY OF INTEREST: The Concessionaire's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. SUBCONTRACTORS: Concessionaire shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

Professional Liability

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

Workers' Compensation

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Concessionaire.

Property

COURSE OF CONSTRUCTION (COC) WAIVER OF SUBROGATION: Any Course of Construction (COC) policies maintained by the Concessionaire in performance of the Agreement shall contain the following provisions:

1. The County shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the County.

INLAND MARINE WAIVER OF SUBROGATION: Any Inland Marine insurance policies maintained by the Concessionaire in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the County.

Notification of Claim

If any claim for damages is filed with Concessionaire or if any lawsuit is instituted against Concessionaire, that arise out of or are in any way connected with Concessionaire's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Concessionaire shall give prompt and timely notice thereof to County. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

EXHIBIT E

Performance Standards

Concessionaire is required to provide the highest product quality, customer services, and Automated Concession machines to the Airport patrons at all times. The County and Concessionaire agree that Concessionaire shall observe the following Performance Standards in addition to those contained elsewhere in the Agreement.

A. Hours of Operation

The Automated Concession machines shall be open for business twenty-four (24) hours a day, seven (7) days a week, including holidays, except as may be otherwise be approved in writing by the Director. The Director shall approve all hours of operation and shall have the option to make changes to the Concessionaire's hours of operations with twenty-four (24) hour prior written notice.

B. Operation of Concession and Assigned Premises

1. Concessionaire shall furnish all merchandise provided hereunder on a fair and reasonable basis to all users of the Airport and the general public. The Concessionaire's operations must be conducted in a safe, clean, orderly, and inviting condition at all times and machines shall be adequately stocked, as satisfactory to the Director.
2. No loud or inappropriate music or noises will be played from any machines. Concessionaire's employees must conduct themselves in a professional manner and shall provide the highest level of service possible to all Airport patrons.
3. In the event the Assigned Premises are operating with a name brand by Concessionaire pursuant to a license or franchise, Concessionaire shall fully comply with all the standards of the licensor or franchisor, perform all of the terms and conditions of such license or franchise and keep such license or franchise in full force and effect.
4. Concessionaire shall strictly comply with all applicable building codes, zoning regulations, municipal, county, State or federal laws, ordinances and regulations, including all health department regulations and ordinances, and all Airport rules, regulations and orders. Concessionaire shall maintain continuously the necessary licenses required to operate the Assigned Premises.

5. Concessionaire shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste in the Assigned Premises.
6. Customer Complaints - Concessionaire shall respond in writing to all written complaints within forty-eight (48) hours of receipt and shall provide copies of all associated written correspondence to the Director.
7. Concessionaire's service shall be timely, attentive, and friendly. Processing of payments from customers shall be prompt.
8. Concessionaire shall operate its Automated Concession at Airport under the trade name set forth in the Agreement so long as: (1) the same shall not be held to be in violation of any applicable law; and (2) shall not change the advertised name or character of the business operated in the Assigned Premises without the prior written approval of the County, which approval may be withheld at the County's absolute discretion.
9. At the Director's request, Concessionaire shall meet with the Director to review any complaints or concerns and shall promptly correct any deficiencies. The Director's determination as to quality of operation or services shall be conclusive and curative measures shall be implemented by Concessionaire as expeditiously as possible.
10. Concessionaire shall at all times observe prudent cash-handling procedures, and it shall immediately implement any new procedures, or revise any existing procedures in such a manner, as the Director may reasonably require from time to time, provided that the Director gives written notice thereof to Concessionaire.
11. The Director may monitor, test, or inspect Concessionaire's service at any time through the use of a responsible shopping service or by other commercially reasonable means that do not unduly interfere with Concessionaire's Automated Concession.
12. The Director, in his sole discretion, reserves the right to require Concessionaire to add additional staff, if the customer service requirements set forth in this Agreement are not being met. Concessionaire should anticipate peak travel seasons such as Spring Break, Thanksgiving, Christmas, and other holidays, and add additional staff accordingly to keep machines adequately stocked.

13. Concessionaire shall comply with all local Department of Health sanitation rules and regulations and must maintain the machines and Assigned Premises in a clean manner. Copies of all Department of Health facilities inspections shall be submitted to the Director within five (5) business days upon completion of inspection. Concessionaire shall notify the Director immediately upon receiving any failing inspection.

14. Tip cups or jars are not allowed. Concessionaire employees shall not solicit patrons for tips in any manner. Any public fund raising conducted by Concessionaire is not allowed without prior express written consent of the Director.

15. The operation and management of the machines in Assigned Premises shall be under the constant and direct supervision of a well-trained, qualified and experienced manager employed by Concessionaire.

C. Personnel

1. Manager - Concessionaire's manager shall be a full-time active, qualified, experienced, and competent Manager with the complete responsibility and authority to respond quickly and decisively to the Director in all matters affecting the operation of the Assigned Premises. Concessionaire shall at all times ensure, in the absence of the Manager, that a qualified supervisor is available and empowered to act quickly and decisively in response to any need arising from the operation of the Assigned Premises during normal business hours as well as in the evenings and/or in the event of an emergency.

2. Staffing - Concessionaire shall provide an adequate number of employees to ensure the highest standards of stocked machines, public service and satisfactory operation and maintenance of the Assigned Premises at all times. Concessionaire shall provide appropriate staffing levels to accommodate changes in peak periods of passenger activity and shall add an appropriate number of employees to respond to increased levels in potential customers resulting from changes in the airline schedules or relocation of airline gates. Concessionaire shall recruit, train, supervise, direct and deploy the number of employees necessary to provide prompt service.

3. Department - Concessionaire's employees shall be proficient in customer service.

4. Training - Concessionaire's employees shall conduct themselves in accordance with the rules and precepts taught in Concessionaire's training program or programs. Each employee shall be knowledgeable about the merchandise offered at the Assigned Premises. Concessionaire shall certify to the Director, if requested, that such training has been completed.

5. Uniforms and Badges - All employees of Concessionaire who come in contact with the public shall be clean and well groomed, neat, professional, courteous, and shall wear professional uniforms that must be kept neat and clean. If Concessionaire does not have a standard uniform all Concessionaire employees shall be appropriately attired. All Concessionaire employees must wear the official Airport identification badge and Concessionaire's identification name tag at all times, subject to the Director's approval, which clearly state Concessionaire's company name and the individual employee's name. If the Assigned Premises are operated pursuant to a license or franchise, the franchisor/licensor's uniform shall be acceptable.

D. Merchandising

1. Concessionaire shall establish reasonably adequate inventory levels as required to facilitate sales. All merchandise shall be properly stocked, stored and secure to maintain control of inventory.

2. Merchandising displays and promotional displays must be affixed to the machine and remain within the Assigned Premises. The County shall have the right to require Concessionaire to immediately remove any displays that do not conform or that the Director, in his/her sole discretion, determines inappropriate for the Airport.

E. Sales and Dignified Use

No public or private auction, fire, going out of business, bankruptcy or similar types of sales shall be conducted at the Airport. The Assigned Premises shall be used only in a dignified and ethical manner, consistent with the general high operation standards at the Airport.

F. Maintenance and Assigned Premises Upkeep

1. Concessionaire must keep and maintain the Automated Concession machines and Assigned Premises in good condition and repair.
2. Concessionaire shall perform all maintenance, repairs, or replacements using quality materials equal to the original, and, if materially changed from the original, shall be subject to the prior written approval of the Director.
3. Concessionaire shall not allow the accumulation of boxes, pallets, cartons, barrels, carts, equipment, or other similar items in public or common areas.

G. Sanctions for Violation of Concessionaire Operating Standards

1. Upon Concessionaire's violation of the operating standards listed in the table below, Concessionaire may be sanctioned for such violations in the amounts identified. Sanctions may accrue immediately and without notice upon violation.
2. Violations must be cured at the earliest possible date. If condition of violation continues for more than two (2) calendar days after the County has given Concessionaire notice of the violation, additional sanctions may be applied.
3. Each violation occurrence shall be cumulative and expire three hundred sixty-five (365) days from notification. Effects of violation shall be applied for three hundred sixty-five (365) days from date of notification.
4. After five (5) violations in Section A or three (3) violations in Section B within one (1) calendar year (365 days) of the chart herein below, the Director reserves the right, at its sole option, not to impose the sanction and instead to seek any other remedies available under Section 3.22 of the Agreement, including termination of this Agreement.

5. If Concessionaire believes that there were unforeseen circumstances beyond Concessionaire's reasonable control that caused Concessionaire to violate the Performance Standards described in this Exhibit E, Concessionaire may request that the County take such mitigating circumstances into consideration by submitting to the Director a written request which outlines and explains the mitigating circumstance in detail. The Director will review such request before imposing a sanction or taking any other action that it is entitled to take under this Agreement.

Schedule of Sanctions

Section A Violations:	Occurrence	Amount of Sanction
Hours of Operation	1	<i>Written Notification</i>
Operations, Service Standards and Employee Standards	2	<i>\$200 Sanction</i>
Pricing	3	<i>\$400 Sanction</i>
Quality	4	<i>\$750 Sanction</i>
Signage	5	<i>\$1,000 per occurrence thereafter or default under Section 3.22 of the Agreement</i>
Interference with Utilities		
Deliveries and Vendor Access		
Section B Violations:	Occurrence	Amount of Sanction
Maintenance and Repairs	1	<i>\$250 Sanction</i>
Sanitation	2	<i>\$500 Sanction</i>
Hygiene and Cleanliness	3	<i>\$1,000 per occurrence thereafter or default under Section 3.22 of the Agreement</i>
Waste Disposal and Recycling		
Health Code Violations		

EXHIBIT F

REQUIRED FEDERAL AVIATION ADMINISTRATION LANGUAGE FOR LEASES AND OTHER REAL PROPERTY TRANSACTIONS NOT FUNDED UNDER AIP

A. GENERAL CIVIL RIGHTS PROVISIONS

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

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

If Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. The above provision obligates the Concessionaire 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.

B. TITLE IV SOLICITATION NOTICE

As a condition of a grant award, the County shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The County shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal

nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

C. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. 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 Agreement.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such 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 County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County 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.
6. 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 County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

D. CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

1. The Concessionaire, 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 as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the County will have the right to terminate the lease, license, permit, etc. and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease, license, permit, etc. had never been made or issued.*
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the County will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the County and its assigns.*

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

1. The Concessionaire, 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 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 Concessionaire 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.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the County 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.*
3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the County will there upon revert to and vest in and become the absolute property of the County and its assigns.*

F. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, Concessionaire, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq.).

G. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Concessionaire certifies, by signing and submitting this bid or proposal that, to the greatest extent practicable, Concessionaire has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

H. FEDERAL FAIR LABOR STANDARDS ACT

This Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

I. 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. Concessionaire must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Concessionaire retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Concessionaire 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.

J. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Concessionaire agrees 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 (P.L. 115-232 § 889(f)(1)).

Appendix 4. Waste Management Policy

The Sacramento Department of Airports Waste Management Policy can be downloaded from the following location:

<https://sacramento.aero/assets/pdf/signed-smf-waste-management-policy-v1.4.pdf>

