



**REQUEST FOR PROPOSALS
NON-EXCLUSIVE GROUND TRANSPORTATION
CONCESSION
Eagle County Air Terminal (ECAT) Corporation
Eagle County Regional Airport - Gypsum, Colorado**

September 13, 2023

0219 Eldon Wilson Road – Gypsum, CO 81637
(970) 328-2680

Email: David.Reid@eaglecounty.us

www.eaglecounty.us
www.flyvail.com

TABLE OF CONTENTS
NON-EXCLUSIVE GROUND TRANSPORTATION CONCESSION
Eagle County Air Terminal Corporation

I. INSTRUCTIONS TO PROPOSERS/ RFP PROCESS	1
A. Purpose	2
B. Ground Transportation RFP Timeline	3
C. General Information	3
D. Pre-proposal Conference	3
E. Ground Transportation Facilities	3
F. Term	4
G. Compensation	4
H. Required Use of Concession Space	5
I. Minimum Services and Operating Requirements	5
J. Utilities/Janitorial/Maintenance	6
K. Airport Concession Disadvantaged Business Enterprises (“ACDBE”)	7
L. Concession Space Development	7
M. Performance Bond	8
N. Insurance	8
O. Award of Concession Agreement	8
P. Confidentiality of Records	8
II. PROPOSAL SUBMITTAL INFORMATION AND REQUIREMENTS	9
A. Proposal Submittal	9
B. Proposal Surety	10
C. Proposal Rejection and Disqualification	10
III. PROPOSAL EVALUATION	12
A. Evaluation	12
B. Proposer Responsibility	12
C. Evaluation of Proposals by Eagle County Air Terminal Corporation	12
IV. DOCUMENTS AND ITEMS TO BE SUBMITTED WITH PROPOSAL	13
A. Checklist of Items to be completed and submitted with Proposal	14

B.	Proposal Form	14
C.	Attachment A, Preferences	18
D.	Qualifications and Experience Questionnaire	19

EXHIBITS

Exhibit A	Sample Non-Exclusive Ground Transportation Concessionaire Agreement
Exhibit B	Space Exhibit - Terminal Counter/Parking Lots

I. INSTRUCTIONS TO PROPOSERS / RFP PROCESS

A. PURPOSE

Eagle County Air Terminal Corporation (“ECAT”) is a Colorado non-profit corporation formed by Eagle County in 1996 to construct and operate the Terminal building to accommodate commercial service at the Airport.

ECAT is soliciting proposals for up to three (3) Non-Exclusive Ground Transportation Concession Agreements (each a “Concession Agreement”) for the purpose of providing for the operation of first-class, non-exclusive ground transportation concessions in the commercial passenger terminal (the “Terminal”) building at the Eagle County Regional Airport located in Gypsum, Colorado (“EGE” or the “Airport”). Concessions shall provide to the traveling public and Airport users ground transportation services.

Proposers are referred to the Sample Non-Exclusive Ground Transportation Concession Agreement attached to this RFP as Exhibit A (the “Sample Agreement”). The final Non-Exclusive Ground Transportation Concession Agreement (the “Concession Agreement”) will be similar in form to the attached Sample Agreement; however, ECAT reserves the right to modify and to make changes and revisions to the Sample Agreement at the sole discretion of ECAT. Capitalized terms set forth herein as are as defined in the Sample Agreement.

The purpose of these Instructions to Proposers (the “Instructions”) is to furnish general information to prospective proposers concerning the proposal and award of non-exclusive ground transportation concession privileges at the Terminal building at the Airport. These Instructions are not intended to completely define the proposed contractual relationship to be entered into by ECAT and successful proposers.

ECAT will review and evaluate each proposal to determine whether the proposal has been submitted in accordance with these Instructions to Proposers.

ECAT reserves the right, in its sole discretion, to accept or reject all or portions of any or all proposals, to waive irregularities, informalities and technicalities in proposals received or RFP procedures, and to disregard all non-conforming, non-responsive or conditional proposals. ECAT also reserves the right, in its sole discretion, to re-advertise or to proceed to provide the services otherwise in the best interest of Eagle County and ECAT. ECAT may seek additional information or perform investigations as it deems necessary. ECAT may postpone award of the Concession Agreement in its sole discretion.

ECAT may, in its sole discretion, modify or amend any and all provisions herein or in the RFP process. If it becomes necessary to revise any part of the RFP, ECAT will provide addenda through posting at www.eaglecounty.us. ECAT reserves the right to extend the RFP submittal date or to postpone the award of a Concession Agreement.

The selected proposals will be those considered the most advantageous regarding price, quality of service, qualifications and capabilities to provide the specified service, familiarity with the Eagle County Regional Airport and Eagle County and any other factors ECAT may consider as determined by ECAT in its sole discretion.

B. GROUND TRANSPORTATION RFP TIMELINE (ALL TIMES MDT)

RFP advertised and posted on website	September 13
Deadline for written questions	September 22
Airport response to questions	September 27
Airport submits final Addendum	September 29
Proposal submittal deadline	October 6
Concessionaire receives executable concession agreements	October 11
Signed agreements due to Airport	October 19
ECAT Meeting to approve new agreements	October 25
Effective date for new agreements	November 1

C. GENERAL INFORMATION

EGE operates with a 9,000 foot long, 150 foot wide runway, situated at 6,547 feet MSL. In 2022, the Airport served over 55,000 private and commercial aircraft operations and nearly 220,000 commercial passenger enplanements.

The Terminal building was constructed in 1996 and expanded in 2001 and again 2019 to approximately 119,000 sq. ft., and is currently served by three major airlines: American, Delta, and United. The primary aircraft operated by these airlines at EGE include the Boeing 757 and 737 aircraft, and the Airbus 319 aircraft. Airlines serving EGE in 2022 came from 13 major hub airports.

D. COMMUNICATION REGARDING THIS RFP

All questions or comments concerning the RFP, these Instructions, Exhibits, Appendices, the Sample Agreement, and any clarifications or amendments to these Instructions must be submitted in writing via e-mail, and will be answered via written Addendum. Questions shall be submitted to Jodi Doney, Terminal Operations Manager at Jodi.doney@eaglecounty.us.

Written questions and comments regarding this RFP will be accepted until, and no later than: September 22, 2023, 5:00 pm local time.

All future scheduled or unscheduled correspondence regarding this RFP will be posted at <http://www.eaglecounty.us/rfp/>.

E. TERMINAL FACILITIES (See Exhibit B for designation of counter locations, office layout, if applicable, parking spaces, cuing areas, and square footage).

Each successful proposer will have counter space in or near the baggage claim area of the Terminal building. The counter spaces have adjoining office space. There is no additional office space available in the Terminal building as of the date of this RFP. The total square footage for each counter location includes a space four feet deep along the length of each counter for customer queuing. Successful proposers must brand their entire counter area so it is clear what entity is operating each counter and to avoid the appearance of empty counter space.

Although ECAT may consider a number of factors in awarding the Concession Agreements, the location of counter space will be awarded to successful proposers in rank order, with the successful proposer offering the highest total Minimum Monthly Guarantee for the Term (as defined in Section F below) of the Concession Agreement having first choice of counter location and allocation of parking spots per Exhibit B, the successful proposer offering the second highest total Minimum Monthly Guarantee for the Term of the Concession Agreement having second choice, and the successful proposer offering the third highest total Minimum Monthly Guarantee for the Term having the third choice. Counter space will be subject to a rental charge as set forth in Section G below and in the Concession Agreement.

Each successful proposer will have parking spaces designated in the lot immediately west/adjacent to the Terminal building as detailed in Exhibit B. The number of parking spaces and parking areas will also be based the total Minimum Monthly Guarantee for the Term of the Concession Agreement with the successful proposer offering the highest total Minimum Monthly Guarantee having first choice, the successful proposer offering the second highest total Minimum Monthly Guarantee for the Term of the Concession

Agreement having second choice, and the successful proposer offering the third total highest Minimum Monthly Guarantee for the Term having the third choice. The number of spaces and locations may be relocated by ECAT in its sole discretion at any time throughout the term of the Concession Agreement.

F. TERM

The term of each Concession Agreement shall be for a three (3) year period (subject to termination upon defeasance of the Terminal building bonds and other termination provisions set forth in the Concession Agreement) (the "Term"). Each Term will commence upon execution of the Concession Agreement by the ECAT Board.

The Term of the Concession Agreement may be renewed for up to three additional one-year periods following the end of the initial Term, upon written approval of ECAT, in its sole discretion. The Minimum Monthly Guarantee during ski season (December through March) (hereinafter the "Ski Season Months") for any renewal period shall be equal to the highest amount proposed for those calendar months during the initial Term of the Concession Agreement.

G. COMPENSATION

Privilege Fee:

Compensation to ECAT (the "Privilege Fee") shall be the greater of the Minimum Monthly Guarantee, as that term is defined below and in the Sample Agreement, or ten (10%) percent of monthly Gross Revenue, as that term is defined in the Sample Agreement (the "Percentage Fee"). The Minimum Monthly Guarantee cannot be less than \$11,000.00 per month for each 10 feet of counter space for January, February and March of each year during the Term and cannot be less than \$5,500.00 per month for each 10 feet of counter space for December of each year during the Term.

The Minimum Monthly Guarantee may be adjusted based on an enplanement variable, such that the enplanements in December, January, February, March during the Term will be compared to the three-year average of enplanements of the same month in the three-year period immediately preceding the applicable Lease Year. The Minimum Monthly Guarantee may then be adjusted according to the percentage change in enplanements based on the following tiers:

- 90-100% of the previous three-year average of same month will result no change in the MMG.
- 76-90% of the previous three-year average of same month may result in an MMG at 90% of MMG for such month.

- 51-75% of the previous three-year average of same month may result in an MMG at 75% of the MMG for such month.
- 26-50% of the previous three-year average of same month may result in an MMG at 50% of the MMG for such month.
- 0-25% of the previous three-year average of the same month may result in an MMG at 25% of the MMG for such month.

Ten (10) days after the beginning of each calendar month during the Term in which the Minimum Monthly Guarantee may be due (Ski Season Months), ECAT will calculate the enplanement variable for such month and provide such percent decrease, if any, to Concessionaire. Twenty (20) days after the beginning of each calendar month during the Term hereof in which the Minimum Monthly Guarantee may be due, Concessionaire shall pay to ECAT without billing a sum of money which represents the greater of the Percentage Fee for the prior month or the Minimum Monthly Guarantee as may be adjusted.

During the months of April, May, June, July, August, September, October and November during the Term, there shall be no Minimum Monthly Guarantee. However, for such months, concessionaires shall pay to ECAT the Percentage Fee from operations under the Concession Agreement. The Percentage Fee shall be paid to ECAT by the 20th calendar day of the month on account of the previous month.

No adjustments or credits will be made at the end of any month during the term of the Concession Agreement. The Minimum Monthly Guarantee is a monthly obligation during Ski Season Months, and compensation will not be annualized at the end of each year to result in a credit for any month.

Facility Space Charges:

For the use of the counter and associated queuing and office space, if applicable, in the Terminal building, each successful proposer shall pay ECAT the sum of four dollars and one cent (\$4.01) per square foot per month payable in advance and without demand, on the first day of each calendar month as more fully set forth in the Sample Agreement. This rate is subject to adjustment annually as determined by ECAT in its sole discretion.

H. REQUIRED USE OF CONCESSION SPACE

ECAT seeks to award up to three (3) Concession Agreements. A detailed statement of the privileges granted and the rights, privileges, and obligations of each concessionaire are set forth in the Sample Agreement. The final Concession Agreement will be similar in form to the attached Sample Agreement; however, ECAT reserves the right to modify and to make changes and revisions to the Sample Agreement at the sole discretion of ECAT.

I. MINIMUM SERVICES AND OPERATING REQUIREMENTS

Each successful proposer/concessionaire shall be responsible for the following:

1. Service shall be prompt, courteous and efficient. Concessionaires shall employ at **all times**, a sufficient number of personnel and fleet vehicles necessary to assure prompt service.
2. Maintain required local, state and federal permits, authorities, and licensures at all time to provide in terminal walk-up, on-call and demand services to all locations from the Airport to and between the Town of Vail, Minturn, Eagle-Vail, Town of Avon, Beaver Creek, Edwards, Town of Eagle, Town of Gypsum, and City of Glenwood Springs. Failure to maintain proper permits, authorities, and licensures to operate to and between the aforementioned areas may result in default.
2. Concession counter hours/operations shall be open to the public to meet all scheduled and actual airline arrivals and shall remain open for a minimum of one hour following actual flight arrival times.
3. Concessionaires shall select and appoint a full-time experienced licensed manager fully authorized to represent and act on behalf of the concessionaire in all matters pertaining to its business operation.
4. Concessionaires shall be responsible for the conduct, demeanor and appearance (properly uniformed/identified) of its officers, drivers, agents, employees, suppliers and representatives.
5. The concession premises shall be kept in clean, neat, businesslike, and orderly condition at all times and the concessionaire shall provide for timely disposal of trash and debris.
6. Concessionaire shall submit to ECAT for review as part of the RFP submission, detailed written operating, pricing, and security procedures. Concessionaire shall also include the service area in which it currently serves.
7. Assure that the concessionaire's agents and employees do not engage in the solicitation of, or pressure sales tactics for, services offered on or about the Airport.
8. Concessionaires shall fully comply with all Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) regulations, including security requirements and Airport Rules and Regulations.

9. Concessionaires and its agents and employees shall not engage in open or public disputes, disagreements, or conflicts tending to deteriorate the quality of the ground transportation service and its compatibility with the best interests of the public at the Airport.

10. Assure that revenue reporting will be submitted electronically to the Airport by the twentieth (20th) day of the month for the preceding month.

J. UTILITIES/JANITORIAL/MAINTENANCE

ECAT shall provide and maintain water, sewer general lighting, electrical power, and heating and air-conditioning for the Terminal building and make such utilities (with the exception of water and sewer) available to the concession space. Successful proposers shall be solely responsible for additional lighting, electrical power, telephone outlets, and any adjustments to the air conditioning system. Successful proposers shall be responsible for providing janitorial services within their concession space. Successful proposers shall be responsible for transporting all trash to ECAT designated refuse in a manner satisfactory to ECAT. Successful proposers shall be responsible for snow and ice control and removal in their parking areas, including parking stalls and adjacent drive lanes. Surfaces shall be maintained to provide a safe environment for vehicles and pedestrians. Common Use Services may be established by ECAT for items such as trash. Successful proposers may also be responsible for payment of any or all utility meters, taps, and services at its sole expense.

K. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE)

Per the federal regulations of the U.S. Department of Transportation, 49 CFR Part 23, it is the policy of Eagle County that airport concession disadvantaged business enterprises (ACDBE) shall have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the County or ECAT. A successful proposer shall agree to make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, as amended, participate in at least 1% of the activity service or facility provided by a concessionaire during the entire term of its Concession Agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bonafide ownership and control of the activity, service or facility.

If a successful proposer is unable to achieve this goal under joint venture, partnership, franchise or similar legal arrangement, the successful proposer shall seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors. In the event that a successful

proposer for this solicitation qualifies as a certified ACDBE, the agreement goal shall be deemed to have been met.

Each proposer must identify in its proposal DBEs which it would retain as subtenants, joint venture partners, suppliers, or service providers to participate in the operations to be carried out under the Concession Agreement. After the Concession Agreement is executed, the successful proposer must agree to use its best efforts to enter into agreements with the DBE firms it identified in its proposal.

Reporting: Each year during the term of the Concession Agreement, no later than February 1st, each concessionaire shall provide ECAT with the following information: the name and address of each certified ACDBE with which it has done business during the past year, a description of the nature of the services performed by and/or items purchased from each firm named, and the dollar value of each transaction. If a concessionaire fails to achieve the goal stated herein, it will be required to provide documentation demonstrating that it made good efforts in attempting to do so.

L. CONCESSION SPACE DEVELOPMENT

Successful proposers will be required to install all furnishings, fixtures, trade fixtures, equipment, and all signage (interior and exterior) necessary to operate a first-class concession. All plans and specifications, materials and color selections are subject to prior review and approval by ECAT.

All proposed alterations and modifications will be submitted for approval by ECAT, and shall be at the Concessionaire's expense.

M. PERFORMANCE BOND

Successful proposers shall maintain in effect at all times during the term of the Concession Agreement, a valid corporate performance bond, or such other acceptable surety in ECAT's sole discretion in the amount equal to four (4) months of the Minimum Monthly Guarantee (Ski Season Months) due in the initial lease year as defined in the Concession Agreement.

N. INSURANCE

Comprehensive General Liability – Five Million (\$5,000,000.00); and Automobile in the amount of Five Million (\$5,000,000.00). Worker's Compensation insurance shall meet Statutory Requirements. See the attached Sample Agreement for insurance details. ECAT may reasonably require other insurance.

O. AWARD OF CONCESSION AGREEMENT

If Concession Agreements are to be awarded, they will be awarded in ECAT's sole discretion to up to three (3) of the highest qualified proposers who submit proposals most favorable to ECAT based upon the minimum requirements.

Each successful proposer shall furnish ECAT with a performance guarantee and certificates of insurance, which certificates will be attached as an exhibit to the Concession Agreement. ECAT anticipates execution of a Concession Agreement by October 25, 2023. This date is subject to change in ECAT's sole discretion.

P. CONFIDENTIALITY OF RECORDS

Proposers must identify each portion of their proposals which they deem confidential, or which contain proprietary information, patents, copyrights, or trade secrets. Proposers must provide justification of what materials, upon request, should not be disclosed by ECAT. ECAT was formed for the benefit of Eagle County, and as such, its records may be subject to disclosure to the public under the Colorado Open Records Act. ECAT may use or disclose the data submitted by each proposer for any purpose, unless its use is so identified and restricted by a proposer. The proposers' opinion of proprietary information is not binding on ECAT.

II. PROPOSAL SUBMITTAL INFORMATION AND REQUIREMENTS

A. PROPOSAL SUBMITTAL

Sealed proposals must be received at the Airport Administration Office, **via ground delivery methods** (UPS, Federal Express or hand delivery), attention Jodi Doney, Terminal Operations Manager, 219 Eldon Wilson Road, Gypsum, Colorado 81637; or electronically via email to Jodi Doney at jodi.doney@eaglecounty.us on or before:

3:00 pm MDT on October 6, 2023. The Minimum Monthly Guarantee in each proposal will be read aloud at 3:00 pm MDT.

IF PROPOSAL IS SUBMITTED VIA GROUND DELIVERY, PROPOSERS MUST CLEARLY MARK THE PACKAGE WITH “GROUND TRANSPORTATION RFP”. IF PROPOSAL IS SUBMITTED VIA EMAIL, PROPOSERS MUST CLEARLY STATE “GROUND TRANSPORTATION RFP” IN THE SUBJECT LINE. Proposals received after this date and time will not be accepted or considered and will be returned to the proposer. Sole responsibility rests with the proposer to ensure that its proposal is received on time at the stated location.

Proposers, to be considered by ECAT, must submit **all** of the following:

One (1) PDF version of the proposal, including the following:

1. The Proposal Checklist.
2. A completed and signed Proposal Form, with all additional information requested in the Proposal Form attached.
3. A proposal surety of Ten Thousand dollars \$10,000.00 payable to Eagle County Air Terminal Corporation. If proposal is submitted via email, the proposal surety must also be submitted to the Airport Administrative Office by the deadline stated above.
4. A completed Qualifications and Experience Questionnaire together with all additional information requested in the Qualifications and Experience Questionnaire.
5. If applicable, include a copy of DBE certification, or first page of pending certification application.
6. If applicable, certificates stating that all addenda have been received.

Proposers must respond to all of the requirements of the applicable specifications herein. If a proposer fails to do so, proposals may be deemed non-responsive and may be rejected by ECAT in its sole discretion on that basis. After proposal submission, a proposer **may not** withdraw or amend its proposal until a final Concession Agreement has been fully executed by successful proposers.

B. PROPOSAL SURETY

Each proposer shall submit to ECAT with its proposal, a Proposal Surety, in the form of a certified check, cashier's check or other acceptable collected funds payable to the Eagle County Air Terminal Corporation in the amount of Ten Thousand (\$10,000.00) dollars.

Proposal sureties are required as a guarantee that successful proposers will execute a formal Concession Agreement with ECAT and will secure a performance bond or Letter of Credit in accordance with the RFP and Concession Agreement.

Proposal sureties may be retained by ECAT as liquidated damages, and not as a penalty, in the event that such proposer fails to execute a Concession Agreement or to furnish said performance bond. Proposal sureties will be returned to each successful proposer after execution of a Concession Agreement and delivery of said performance bond.

Proposal sureties of all unsuccessful proposers shall be returned as soon as successful proposers have been determined and Concession Agreements awarded, or, in the event that all proposals are rejected, within ten (10) days after the date of rejection.

C. PROPOSAL REJECTION AND DISQUALIFICATION

ECAT may in its sole discretion reject or disqualify any proposal. The following list is not exhaustive but includes:

1. Failure to provide complete documentation as required.
2. Evidence of collusion.
3. Default or termination of other contracts.
4. Lack of ability to operate as proposed.
5. Omissions or fraudulent statements.
6. Current or past outstanding overdue debts to ECAT or Eagle County.
7. Other causes as deemed relevant by ECAT.

8. ECAT reserves the right to reject any and all proposals in whole or in part in its sole discretion.

9. Failure to demonstrate that the proposer meets minimum requirements

III. PROPOSAL EVALUATION

A. EVALUATION

A selection committee will review the merits of proposals. Failure to provide information requested in this RFP may result in disqualification of a proposal. The sole objective of the selection committee will be to evaluate the responsiveness of each proposer to the requirements of the RFP.

B. PROPOSER RESPONSIBILITY

Should a prospective proposer find a discrepancy, or discrepancies in, or omissions from the Instructions to Proposers, the Sample Agreement, or any drawings relating thereto, or should a proposer be in doubt as to their meaning, the proposer shall at once notify in writing ECAT, who will then develop any necessary clarifications or addenda. **ECAT will not be responsible for any oral instructions or interpretations given by or to anyone whomsoever.**

Proposers are expected to familiarize themselves with the locations of the premises, and if applicable, mechanical, electrical, plumbing, fire protection, and base building details in connection with this operation.

Any person, firm, entity, joint venture, or corporation desiring to submit a proposal for the operation of a ground transportation concession shall examine the terms of these Instructions to Proposers, the Sample Agreement, and other materials and shall judge for themselves all the circumstances and conditions affecting their proposal. **Failure on the part of any proposer to make such thorough examination or to investigate thoroughly the conditions of the proposal shall not be grounds for a declaration that the proposer did not understand the RFP or the proposal package.**

Proposers may be disqualified by ECAT if the proposer is in default or arrearage or has a history of defaults or arrearage under any previous or existing agreement with ECAT or Eagle County or if any unresolved monetary claims by ECAT or Eagle County exist against the proposer or if proposer is unable to evidence financial capabilities.

ECAT **cannot** predict the effect that future air carrier expansions, contractions, or relations will have on concession activity under any Concession Agreement. Each proposer is cautioned, therefore, to use its discretion when proposing.

C. EVALUATION OF PROPOSALS BY ECAT

In the event ECAT desires further information or clarification regarding any proposal, ECAT may request such information from any proposer or, at its sole option, elect to interview one or more of the proposers. Interviews will be based on the Request for Proposal and information provided in a proposer's proposal as well as other information requested by ECAT. ECAT will only conduct interviews as it deems necessary.

IV. DOCUMENTS AND ITEMS TO BE SUBMITTED WITH PROPOSAL

A. CHECKLIST OF ITEMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL.

The following forms and questionnaires are to be completed, fully executed, signed, and returned with your proposal.

1. PROPOSAL FORM

- () Proposal Form
- () Attachment A, Preferences for Ground Transportation Counter Locations
- () Attachment B, Preferences for Ground Transportation Parking Space Locations

2. PROPOSAL SURETY

- () Cashier's Check, certified check or other acceptable collected funds payable without condition to Eagle County Air Terminal Corporation, in the amount of Ten Thousand Dollars (\$10,000.00).

3. QUESTIONNAIRES/FORMS

- () Qualifications and Experience Questionnaire. Attach any other information such as other relevant business or franchise experience, references, awards, and history.
- () If applicable, copy of DBE Certification, or photocopy of first page of pending certification application.
- () Copy of Colorado PUC and Federal Motor Carrier operating authorities.

4. ADDENDA SHEET(S) (If Applicable)

B. PROPOSAL FORM

The following form shall be used by all proposers and submitted with each proposal.

PROPOSAL FORM
NON-EXCLUSIVE GROUND TRANSPORTATION CONCESSION AGREEMENT
Eagle County Air Terminal Corporation
(TO BE USED BY ALL PROPOSERS)

Dear Sir:

The undersigned, having examined the Instructions to Proposers, the Sample Agreement for Non-Exclusive Ground Transportation Concession Agreement, and any and all related documents for the proposed non-exclusive operation of Ground Transportation concessions in the commercial passenger terminal building at Eagle County Regional Airport, Eagle, Colorado, and having become familiar with the proposed sites therefor and operations thereof, hereby proposes to pay to the Eagle County Air Terminal Corporation during the three year term of the Ground Transportation Concession Agreement, base rent of \$4.01 per square foot per month for counter space, queuing space and associated office space, if applicable, and a Privilege Fee of the following: the greater of ten-percent (10%) of its monthly Gross Revenue, as that term is defined in the Sample Agreement, or the Minimum Monthly Guarantee set forth below (cannot be less than \$11,000.00 per month for each 10 feet of counter space for January, February and March of each year and cannot be less than \$5,500.00 per month for each 10 feet of counter space for December or each year).

The Minimum Monthly Guarantee may be adjusted based on an enplanement variable, such that the enplanements in December, January, February, March during the Term will be compared to the three-year average of enplanements of the same month in the three-year period immediately preceding the applicable Lease Year. The Minimum Monthly Guarantee will then be adjusted according to the percentage change in enplanements based on the following tiers:

- 90-100% of the previous three-year average of same month will result no change in the MMG.
- 76-90% of the previous three-year average of same month may result in an MMG at 90% of MMG for such month.
- 51-75% of the previous three-year average of same month may result in an MMG at 75% of the MMG for such month.
- 26-50% of the previous three-year average of same month may result in an MMG at 50% of the MMG for such month.
- 0-25% of the previous three-year average of the same month may result in an MMG at 25% of the MMG for such month.

**2023-2024 Ski Season
December thru March**

December, 2023

(Amount in Words): _____

(Amount in Numbers): \$ _____

January, 2024

(Amount in Words): _____

(Amount in Numbers): \$ _____

February, 2024

(Amount in Words): _____

(Amount in Numbers): \$ _____

March, 2023

(Amount in Words): _____

(Amount in Numbers): \$ _____

**2024 – 2025 Ski Season
December thru March**

December, 2024

(Amount in Words): _____

(Amount in Numbers): \$ _____

January, 2025

(Amount in Words): _____

(Amount in Numbers): \$ _____

February, 2025

(Amount in Words): _____

(Amount in Numbers): \$ _____

March, 2025

(Amount in Words): _____
(Amount in Numbers): \$ _____

**2025 – 2026 Ski Season
December thru March**

December, 2025

(Amount in Words): _____
(Amount in Numbers): \$ _____

January, 2026

(Amount in Words): _____
(Amount in Numbers): \$ _____

February, 2026

(Amount in Words): _____
(Amount in Numbers): \$ _____

March, 2026

(Amount in Words): _____
(Amount in Numbers): \$ _____

Total of All Annual Guarantees Bid:

(Amount in Words): _____

(Amount in Numbers): \$ _____

The undersigned agrees to execute the formal Non-Exclusive Ground Transportation Concession Agreement. Attached hereto is a (certified) (cashier's) check in the amount of Ten Thousand Dollars (\$10,000.00) payable without condition to Eagle County Air Terminal Corporation, which may be retained by ECAT as liquidated damages, and not as a penalty, in the event of failure of the undersigned to execute the Concession Agreement and attain proper performance bonds or letter of credit and otherwise to comply with the Instructions to Proposers. The undersigned has marked its preferences for counter location and location/number of parking spaces on Attachment A of this Proposal Form by ranking its preferences number 1 through 3.

The undersigned hereby acknowledges receipt of copies of the Sample Non-Exclusive Ground Transportation Concessionaire Agreement, and Instructions to Proposers for the ground transportation concession and that the same have been reviewed prior to the execution of this proposal; that the premises at the Terminal building at Eagle County Regional Airport proposed to be devoted to this privilege, and plans showing the layout of such premises, have been inspected by the undersigned, who has become thoroughly familiar herewith and with the proposed method of operation. The undersigned further:

(a) Acknowledges the right of ECAT in its sole discretion to reject any or all proposals submitted, and that an award may be made to a proposer other than one of the five highest monetary proposers if all other conditions and requirements are met;

(b) Acknowledges and agrees that the discretion of ECAT in selection of the successful proposers shall be final, not subject to review or attack, and

(c) Acknowledges that this proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the proposer acknowledges that ECAT has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to ECAT of any and all information sought in such inquiry or investigation.

Dated at _____

This _____ day of _____ 2023.

Signature of Proposer: _____

If an individual: _____

Doing business as _____

If a partnership: _____

Doing business as _____

By: _____
(General Partner)

If a corporation: _____

By: _____

Title: _____
(Seal if proposal by corporation)

If a limited liability company: _____

By: _____

Title: _____

Address of Proposer: _____

Telephone: _____

Attachment A

PREFERENCES FOR GROUND TRANSPORTATION COUNTER LOCATIONS AND PARKING SPACES

Indicate preference for counter and back office location by ranking each location with 1 as the first choice, 2 as the second choice, and 3 as the third choice.

Counter Location Length Preference:

<u>Position</u>	<u>Counter Length</u>	<u>Total Sq. Footage</u>	<u>Preference Ranking</u>
Position 1	20 ft.	280	_____
Position 2	20 ft.	280	_____
Position 3	10 ft.	140	_____

Indicate preference for parking spaces/location by ranking each location with 1 as the first choice, 2 as the second choice, and 3 as the third choice.

Parking Space Location/Spaces:

<u>Area</u>	<u>Total Spaces</u>	<u>Preference Ranking</u>
Area 1	22	_____
Area 2	8	_____
Area 3	4	_____

**QUALIFICATIONS AND EXPERIENCE FORM
NON-EXCLUSIVE GROUND TRANSPORTATION CONCESSION AGREEMENT
Eagle County Air Terminal Corporation
(TO BE USED BY ALL PROPOSERS)**

I. GENERAL INFORMATION

The proposer hereby certifies that all statements and all answers to questions herein are true and correct. All information requested in this questionnaire **MUST** be furnished by the proposers and **MUST** be submitted with the Proposal Form. Statements must be complete, accurate and in the form requested.

A. Name and address of proposer exactly as it should appear on the Concession Agreement: _____

B. Address of proposer, if different from above, for purposes of notice or other communication relating to the proposal and the Concession Agreement. (If proposer is other than an individual, provide the name of an individual who can answer for proposer):

Telephone number: _____

Email address: _____

C. Proposer intends to operate the ground transportation concession as a Corporation (____); partnership (____); sole proprietorship (____); or

Explain: _____

CORPORATION STATEMENT

If a corporation or a corporation-in-information, answer the following:

- 1. When incorporated? _____
- 2. Where incorporated? _____
- 3. Is the corporation authorized to do business in Colorado?
Yes (____) No (____) if so, as of what date? _____
- 4. Furnish the following information about the principal officers and any shareholders with 5% or more ownership of the corporation.

NAME	TITLE	ADDRESS
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5. Name and address of agent for process in the State of Colorado:

LIMITED LIABILITY COMPANY

If a limited liability company (LLC) or an LLC-in-information, answer the following:

- 1. When formed? _____
- 2. Where formed? _____
- 3. Is the LLC authorized to do business in Colorado?
Yes (____) No (____) if so, as of what date? _____
- 4. Furnish the following information about the principal officers and any members with 5% or more ownership of the company.

NAME	TITLE	ADDRESS
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5. Name and address of agent for process in the State of Colorado:

PARTNERSHIP STATEMENT

If a partnership, answer the following:

- 1. Date of organization? _____
- 2. General Partnership (____) Limited Partnership (____)

3. Has the partnership done business in Colorado? Yes () No ()

4. Name and address of each general partner:

NAME ADDRESS

JOINT VENTURE

If a joint venture, answer the following:

1. Date of organization? _____

2. Has the joint venture done business in Colorado? Yes ()

No ()

3. Name and address of each joint venture:

NAME ADDRESS

SOLE PROPRIETORSHIP

If sole proprietorship, furnish the following:

1. Proprietor's name in full: _____

2. Address: _____

3. Company name: _____

4. Company address: _____

5. How long in business under this company name? _____

II. STATEMENT OF QUALIFICATIONS AND EXPERIENCE INSTRUCTIONS

For each question that requires an attachment, please restate the paragraph number, e.g., Attachment II, C, and the corresponding question. Concessionaires currently operating under a terminal concession agreement with ECAT are not required to submit information requested under II.C-L

A. Name of proposer: _____

Address: _____

Telephone: _____

B. Indicate below if you are certified as a Disadvantaged Business Enterprise

Yes () No ()

Please identify which DBEs you propose to retain as subtenants, joint venture partners, suppliers, or service providers to participate in the operations to be carried out under the Sample Agreement.

C. Number of years proposer has performed ground transportation services.

If ground transportation service is to be performed by a joint venture or partner, indicate the experience of each party.)

Ground Transportation experience _____ years.
Indicate beginning and ending years for each party _____.

D. Describe the nature of your experience in the operation of facilities and state the number of persons you currently employ in such operations. (Attach answer as Attachment II, D.)

E. Submit a list of the five (5) largest locations where you have operated ground transportation services within the last five consecutive years, giving the dates of operation for each location and the gross revenues for each operation for the last three years. List airport ground transportation facilities separately. (Attach answer as Attachment II, E.)

F. Give names, address, and telephone numbers for landlords, if any, for all operations listed in Paragraph E above. (Attach answer as Attachment II, F.)

G. Give name, location, and date of all ground transportation operating contracts for airport locations, if any, that have been terminated within the past five years, for any reason, either voluntarily or involuntarily, prior to the expiration of their term; also list any judgments terminating ground transportation operating agreements operated by you within the past five years. If none, indicate "none" here _____. (Attach separate sheet, if necessary, as Attachment II, G.)

H. Name and experience of key personnel of proposer:

NAME

TITLE

EXPERIENCE

(If additional space is needed, attach answer as Attachment II, H.)

I. Do you have a nationwide reservation system? Yes () No ()

J. State the number of cars that your organization proposes to use at the commercial passenger terminal building at Eagle County Regional Airport.

K. Are all of proposer's vehicles properly licensed with the proper local, state and federal authorities, and any other controlling entity? Yes (___) No (___). ECAT requires that vehicles used operating under an Agreement be properly licensed and registered with all appropriate state and federal agencies.

Attach applicable ground transportation operating authorities

L. State the number and locations of your operating outlets and facilities in the Eagle County area, if any.

M. State the number of ground transportation vehicles owned by your company in your existing fleet and registered in the County of Eagle.

III. FINANCIAL INFORMATION

A. Financial Statements.

All proposers must provide audited financial statements prepared by an independent CPA for their entities or organizations for at least the last two fiscal years. Included therein shall be information naming the principals, their addresses and telephone numbers, and local and regional management personnel and their addresses and telephone numbers. ECAT reserves the right to confirm and request clarification of all information provided. Incomplete disclosures may deem a proposal to be non-responsive. (Attach statements as Attachment III, A.)

B. Surety Information. Have you ever had a bond or surety canceled or forfeited? Yes (___) No (___) if yes, state name of bonding company, date, amount of bond, and reason for such cancellation for forfeiture. Provide information, including name of bonding company or reference that indicates your ability to qualify for, obtain, and submit the performance bonds that must be submitted to ECAT if you are awarded this concession privilege. (Attach answer, if any, as Attachment III, B.)

C. Bankruptcy Information. Has the organization, corporation, partnership, or principal owners of the organization ever declared bankruptcy? Yes (___) No (___) If yes, give details including date, court jurisdiction, amount of liabilities, and amount of assets. (Attach answer, if any, as Attachment III, C.)

D. Confidentiality of Records. Proposers should give specific attention to the identification of any portions of their proposals which they deem confidential, or which contains proprietary information or trade secrets, copyrights, patents, or patents pending. Proposer should provide justification of why materials, upon request, should not be disclosed under the Colorado Open Records Act. ECAT may otherwise use or disclose

the data submitted by each proposer. The proposer's opinion of proprietary information is not binding on ECAT. (Attach as Attachment III, D.)

The undersigned hereby attests to the truth and accuracy of all statements, answers, and representation made in this questionnaire, including all supplementary statements attached hereto (individual, partner, joint venture, authorized officer of corporation).

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

APPENDICES/EXHIBITS

EXHIBIT A

Sample Concession Agreement

EXHIBIT B

Terminal Counter and Office Space

EXHIBIT B

Ready/Return Spaces