

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan
District I

Douglas B. Monger
District II

M. Elizabeth Melton
District III

Work Session

October 19, 2020

Times listed on the agenda are approximations and may be longer or shorter, or being earlier than scheduled, with no notice. Agendas are subject to change 24 hours before the meeting start time. To ensure you have the most up-to-date information, please check the agenda after 24 hours of its start time.

If you are joining the meeting for a specific item, please join 10 minutes before the item to ensure you are present for the beginning of the item.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1Q01Mc0s2cklGVk13Qld5UT09>

Password: 522

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Dial(for higher quality, dial a number based on your current location):

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or +1 312 626 6799 or +1 929 205 6099
Webinar ID: 851 0667 0945
Password: 522

The Routt County Board of Health or Board of Commissioners may enter executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice related to any of the below items.

1. **9:30 A.M. COUNTY MANAGER UPDATE**
Mark Collins, Interim County Manager
2. **10:00 A.M. COUNTY MANAGER NEGOTIATION WORK SESSION**
An executive session may be requested for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e);
3. **11:00 A.M. ONLINE MEETING DEVICES WORK SESSION**
4. **11:15 A.M. PURCHASING**
Julie Kennedy, Purchasing Agent
 - A. **YVRA RESTAURANT AND SNACK BAR POS SYSTEM AGREEMENT**

Consideration for approval and authorization for the Chair to e-sign the Master Aloha Essentials Program Agreement between National Cash Register (NCR) corporation and Routt County for the replacement of the Point of Sales (POS) system for YVRA's restaurant and snack bar.

Documents:

[BCC AGENDA FORM - YVRA RESTAURANT AND SNACK BAR POS SYSTEM REPLACEMENT 12 OCT 20.PDF](#)
[INITIAL CONTRACT FOR ADVOCATES OF ROUTT COUNTY DBA 3 WIRE -.PDF](#)
[YVRA POS SYSTEM 2020 COMPS 12 OCT 20.PDF](#)

B. RFP 697 YVRA BRISTLES 2020

Consideration for approval of the award and authorization for the County Manager to electronically sign the purchase orders to United Rotary Brush Corp. in the amount of \$14,884.55 and to Myslik, Inc. in the amount of \$11,470.00.

Documents:

[RFP 697 YVRA BRISTLES BCC AGENDA COMMUNICATION FORM.PDF](#)
[RFP 697 YVRA 2020 BRISTLE BID TABULATION.PDF](#)

5. **11:30 A.M. COUNTY MEETING ROOM USE WORK SESSION**

6. **12:00 P.M. LUNCH BREAK**

7. **2:00 P.M. 2021 BUDGET REVIEW**

Budget Topics: Line by Line Review/ Decision Making

Join Zoom Meeting

[HTTPS://US02WEB.ZOOM.US/J/84775014764?
PWD=BXFTZLDZYJJDNUJRAHPXL3HTWERTUT09](https://us02web.zoom.us/j/84775014764?pwd=BXFTZLDZYJJDNUJRAHPXL3HTWERTUT09)

Meeting ID: 847 7501 4764

Passcode: 522

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

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+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 847 7501 4764

Passcode: 522

8. **5:00 P.M. MEETING ADJOURNED**

Please click the link below to join the webinar:

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pwd=UXZZSGx1Q01Mc0s2cklGVk13Qld5UT09](https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1Q01Mc0s2cklGVk13Qld5UT09)

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8592 or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 851 0667 0945

Password: 522

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ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE:, 2020	ITEM TIME:
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FROM:	Kevin Booth
TODAY'S DATE:	October 12, 2020
AGENDA TITLE:	YVRA Restaurant and Snack Bar POS System Agreement

CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> X ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input type="checkbox"/> INFORMATION	

I. DESCRIBE THE REQUEST OR ISSUE:

Consideration for approval and authorization for the Chair to e-sign the Master Aloha Essentials Program Agreement between National Cash Register (NCR) corporation and Routt County for the replacement of the Point of Sales (POS) system for YVRA's restaurant and snack bar.

II. RECOMMENDED ACTION:

Approval and authorization for the Chair to e-sign the Master Aloha Essentials Program Agreement between National Cash Register (NCR) corporation and Routt County for the replacement of the Point of Sales (POS) system for YVRA's restaurant and snack bar.

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):

PROPOSED REVENUE: NA
PROPOSED EXPENDITURE: \$46,457.36 over 44 months; first year installation-only cost is \$4,000
FUNDING SOURCE: CARES Act O&M Grant Funds

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):

None expected

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:

YVRA currently uses a POS system from Upserve (formerly Breadcrumb) for our restaurant and snack bar. Upserve has been unable to field an effective pay-at-the-table system that incorporates EMV (chip) credit card readers and does not offer a user-friendly online food ordering application. NCR offers both of these services with the Master Aloha POS system. These capabilities coupled with an incentive of the first 12 months of service free, free replacement of all hardware devices every 5 years, comprehensive inventory management, and glowing reviews of the Aloha system performance from local SS and CO eating establishments made the change from Upserve to Aloha/NCR an easy decision. The 44-month contract is required by NCR to receive the first-year-free incentive and will result in YVRA/accounting setting up a restricted reserve in our budget to meet Tabor requirements for multi-year financial obligations. This restricted reserve has been reviewed and approved by Erick Knaus and Dan Strnad.

VI. LEGAL ISSUES:

None anticipated

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None anticipated

VIII. SUMMARY AND OTHER OPTIONS:

See the attached spreadsheet for the three (3) options considered; although NCR was not the cheapest option the off-the-shelf capabilities offered with their Aloha POS system outweighed the cost savings of staying with our current Upserve POS system.



MASTER ALOHA ESSENTIALS PROGRAM AGREEMENT

THIS MASTER ALOHA AS A SERVICE PROGRAM AGREEMENT (collectively with the documents referenced in the Statement of Agreement below, referred to as the “Agreement”) is made and entered into as of the Effective Date noted below between NCR Corporation and the party designated below as the Customer (the “Customer”).

Background Statement. NCR is the owner of certain software and related products and services. NCR and Customer agree that this Agreement will apply to (i) the licensing to Customer of such software both at selected Customer sites and via access to such software hosted on the Internet; (ii) the subscription or purchase of NCR and non-NCR equipment products by Customer; (iii) NCR’s maintenance and support services, if any, for such software and equipment, as well as certain other services as set forth herein; ((i), (ii), and (iii) , collectively, the “Products”).

Statement of Agreement. In consideration of the foregoing and for other good and valuable consideration, NCR and Customer hereby enter into this Agreement, which includes this summary page and the following Exhibits and Supplemental Schedules, each of which is incorporated herein by this reference:

- Exhibit A -- Schedule of Products, and certain Aloha as a Service Program Terms and Conditions.
- Exhibit B -- General Aloha as a Service Program Terms and Conditions.
- The following supplemental Schedules (as updated from time to time by NCR) (the “Schedules”), which set forth additional policies, terms and conditions, each of which is available at the following weblink:
https://www.ncr.com/documents/Aloha_Subscription_schedules.pdf (password aloha).

Schedule 1 -- Additional Terms for Software;
Schedule 2 -- Additional Terms for Hosted NCR Software;and
Schedule 3 -- Additional Terms for Equipment.

Customer acknowledges that it has read this Agreement, including each of the above-referenced Exhibits and supplemental Schedules, and understands it and agrees to be bound by all of the terms and conditions of this Agreement, including all such Exhibits and Schedules, effective as of the date you execute this Agreement (the “Effective Date”): September 28, 2020.

Customer:Advocates of Routt County dba 3 Wire - Waystation, Hayden, CO

By:

Title:

Exhibit A

Schedule of Products, and Certain Aloha as a Service Program Terms and Conditions

This Exhibit A is part of the Master Aloha as a Service Program Agreement between NCR and the applicable Customer and sets forth the Products covered by such Master Aloha as a Service Program Agreement and certain other terms and conditions.

1.0. Authorized Licensed Site(s): Advocates of Routt County dba 3 Wire - Waystation, Hayden, CO

2.0. Products:

- Aloha Essentials SW Package

QS/TS license 7

Mobile license

- FOH Hardware Essentials

NCR Tablet 5

POS Terminal - P1535 with 2x20 display 2

NCR Receipt Printer (7199 Serial) 2

Additional 120V Powervar 2

ATO - non-NCR HW 5

NCR Tablet charging dock 5

- BOH Hardware Essentials

Server battery backup + power conditioning 1

Switch 1

N4000 server 1

22" Monitor 1

Keyboard 1

Mouse 1

- Addon Package

Managed Wifi Package (at least 1 WAP required) 1

Wireless Access Point 3

Network Security - Core Package 1

- A la carte Products

Aloha Upgrade Promotion – 12 Free Months 1

Equinox 6200 – Tethered (NPS) 2

Equinox 6200 – Wireless/Pay-at-table (NPS) 5

Equinox 6200m Untethered/Wireless Charging Cradle 5

Free Device NPS Promo – Equinox 6200 – Wireless/Pay-at-table (limit 3) 3

Kitchen Epson Ethernet Printer 2

Kitchen Epson Serial Printer 1

Mobile Pay – NPS promo 1

MS 16 Inch Cash Drawer 5

Powervar 78V Power Conditioner 2

3.0. Program Start Date: Customer’s participation in the Aloha as a Service Program (the “Program”) will begin upon Customer’s email shipment authorization (the “Commencement Date”) as described in this Section 2.0. Customer will receive an **email notification** from NCR when the Equipment is assembled and ready for shipment. The **Customer must respond** by paying the required deposit and purchase price for any purchased Equipment indicated on this Agreement and providing authorization for the shipment. NCR is not responsible for delays that occur between the authorization and shipping of the Covered Equipment.

4.0. Aloha Essentials Payment Summary and Purchase Option: The monthly Program fee payable for the above-described Products shall be \$1346.00 (the “Program Fee”), plus any per use charges indicated in Section 2 above, and any applicable sales tax and

other taxes, which amount and taxes invoiced by NCR shall be payable by ACH account debit on or before the 10th day of each month for that month in accordance with the other terms of this Agreement. Fees for NCR Mobile Pay and Connected Payments may be billed by an affiliate of NCR but remain subject to the terms of this Agreement.

NCR Online Ordering will be billed monthly in arrears based on transaction volume and the following pricing tiers:

Transactions Per Month	Price Per Transaction*
1-100	\$0.35
101-500	\$0.25
501-1,000	\$0.22
1,001-2,000	\$0.15
2,000 and over	\$0.12

Customer and NCR may agree from time to time to the purchase and sale of equipment that will be subject to the support and maintenance services available hereunder. Any such equipment will be designated as “Purchased Equipment” under the Schedule or Products or Order. Equipment purchased under this agreement must be paid for in full prior to shipment. Unless clearly designated as Purchased Equipment, all Equipment provided hereunder shall be provided on a subscription basis and such subscription cost shall be included in the monthly Program Fee indicated above. Hosted Software Application licenses, Covered Site-Based Software Applications, and Services are not available for purchase.

5.0. Deposit Information: Upon authorization to NCR to stage and ship the Equipment, Customer will pay a deposit (the “Deposit”) equal to one full month of the Program fee set forth above. During the course of the Term, NCR may apply all or a portion of the Deposit against any outstanding payment obligations or liabilities (including but not limited to the cost of restocking fees, and unreturned or damaged equipment). Following termination of this Agreement and confirmation that all Equipment (other than Purchased Equipment) has been returned, NCR will return any remaining portion of the Deposit.

6.0 Term and Termination:

6.1 The initial term of this Agreement is 44 months from the Commencement Date (the “Initial Term”). Either party may terminate this Agreement at the end of a Term by providing written notice to the other during, but no earlier than, the 30 days period prior to the expiration of the then current Term. If the Customer terminates its participation in the Program other than as permitted in the foregoing sentence, (including but not limited to by default), then you agree to pay NCR, as damages and not as a penalty, (i) twenty percent (20%) of the total aggregate Program fees paid and payable during the then current Term, plus (ii) the total amount of Program Fees that were discounted during the initial term. NCR may collect and you hereby authorize NCR to collect such damages by any means available, including but not limited to ACH or credit transfer.

6.2 In addition, this Agreement shall also be terminable as follows:

- (a) by NCR, in the event that Customer fails to pay any amounts due to NCR, which failure is not cured within 10 days of Customer’s receipt of written notice specifying that such amounts have not been timely paid; or
- (b) in the event that the other party fails to discharge any obligations or remedy any default (other than a payment default covered by Section 6.2(a)) under this Agreement for a period continuing more than 30 days after the aggrieved party shall have given the other party written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which the aggrieved party gives such notice so terminating this Agreement; or
- (c) in the event that the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium, which in the case of any involuntary proceeding is not dismissed within 60 days of the initiation thereof.

7.0. Business Services Platform Access: Subject to this Agreement and as part of the Program, Customer may make up to 1 million API calls per Licensed Site per month via NCR’s Business Services Platform. If a Licensed site exceeds its 1 million API call

allotment in a given month, then Customer will pay \$25 for additional blocks of 1 million API calls for such Licensed Site(s). Unused API calls will not carry over from month to month.

8.0 Special Terms :

8.1. NCR Mobile Pay and NCR Payment Solutions Bundle: You may be eligible to subscribe to NCR Mobile Pay for \$0 per month for 36 months with a 36 month contract to use NCR Payment Solutions as your payment processor (subject to these Promotional Terms and Conditions). If you are unwilling or unable to use NCR Payment Solutions for your payment processing, or you terminate your use of NCR Payment Solutions, then you will be charged for NCR Mobile Pay at NCR's standard rates. NCR Mobile Pay may be terminated after a 12 month subscription with 90 days prior written notice.

To become an NCR Payment Solutions customer, you must (a) apply for and be accepted by NCR Payment Solutions for payment processing services (in NCR's sole discretion); and (b) complete and execute NCR's then-current form Merchant Application and Agreement, which incorporates NCR Payment Solutions' terms and conditions referenced below. Other eligibility requirements may apply. To view the NCR Payment Solutions' terms and conditions, please go to the following link: www.ncr.com/terms-and-conditions under the link for 'Payment Solutions – Merchant Terms and Conditions'.

Exhibit B

General Terms and Conditions for Aloha as a Service Program

This Exhibit B is part of the Master Aloha as a Service Program Agreement between NCR and the applicable Customer and sets forth the general terms and conditions applicable to Software, Equipment, Services, covered by the Master Aloha as a Service Program Agreement. In addition, certain additional terms apply to Software, Equipment, and Services, each as set forth in the relevant supplemental Schedules that form part of the Agreement.

1.0 DEFINITIONS. The following terms when used in the Agreement shall have the meanings described below:

1.2 **Documentation** means the operating, training and reference manuals for use of the Software, Equipment and any enhancements, modifications or upgrades thereto, supplied by NCR under this Agreement.

1.3 **Equipment** means the computer equipment, parts and supplies approved by NCR for use with the NCR Software, which are subscribed to or purchased by Customer hereunder from NCR. Equipment includes equipment designed by NCR (the "NCR Equipment") and equipment designed by third parties ("Non-NCR Equipment").

1.4 **Hosted NCR Software** means the NCR Software identified on Exhibit A as being hosted software applications.

1.5 **NCR Software** means the specific version or release of NCR's computer software programs licensed to Customer, as listed on Exhibit A, together with all Upgrades provided by NCR under this Agreement. Unless otherwise expressly provided by NCR, NCR Software includes only executable code and no source code.

1.6 **Services** means those maintenance, equipment support services and other services provided by NCR under this Agreement.

1.7 **Software** means (i) NCR Software, and (ii) third-party software provided by NCR for use with the NCR Software ("Non-NCR Software").

1.8 **System** means the infrastructure NCR uses to enable Customer to access and use the Hosted NCR Software via the Internet.

1.9 **Upgrades** means new versions, new releases and enhancements of the NCR Software, which in each case are generally distributed to NCR's Customers for no additional license fee. Upgrades are only provided to Customers that are current on all fees due hereunder.

2.0 SOFTWARE LICENSE.

2.1 Subject to the terms and conditions of this Agreement and payment of the applicable Program fees and other charges set forth on Exhibit A and elsewhere in this Agreement, NCR grants to Customer the non-exclusive and limited right and license in the United States (a) to access the NCR Software during the Term at the Customer locations authorized in writing by NCR ("Licensed Sites") as listed on Exhibit A for customer's internal use only; (b) to access the Hosted NCR Software via Internet connection to the System, but in either case only for the internal, in-house use by Customer and for performing administrative functions pertaining thereto; and (c) to use the Documentation in connection with such rights. Except as expressly set forth herein, all rights and licenses granted to Customer are nontransferable and nonassignable. With respect to Non-NCR Software, Customer acknowledges that its right to use any such Non-NCR Software is specified on the license agreement provided by the appropriate licensor of such Non-NCR Software. Customer acknowledges that all Software provided under the Agreement is subject to the Program arrangement contemplated by the Agreement, and that the NCR Software may not be used for commercial timesharing, service, business or other rental or sharing arrangements. Further, Customer shall not decompile, reverse assemble, or otherwise reverse engineer the NCR Software.

2.2 For the NCR Software to operate in certain installation scenarios, Customer may be given a security key. The replacement value of the security key is the then prevailing amount charged by NCR for a lost security key. This key will not be replaced if lost, stolen or destroyed and is the sole responsibility of the Customer to safeguard and insure this asset as Customer would with any other asset of significant value.

2.3 Customer acknowledges and agrees that, except for Customer's license expressly described in this Agreement, Customer has no right, title and interest in the NCR Software, in any form, or in any copies thereof, including all worldwide copyrights, trade secrets, patent rights and any other proprietary information and confidential information rights therein.

2.4 Customer agrees that neither Customer nor its representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures of NCR relating to the Hosted NCR Software or the System. Any such attempts may, among other things, cause failure of, or disruption to, the System or the Hosted NCR Software, and Customer shall bear all consequences resulting therefrom. Customer also shall not install, interface, add, operate or otherwise integrate or combine any third party software with any NCR Software without the express written consent of NCR or as permitted in NCR Documentation. Any requests for such software additions must be made by Customer to the authorized NCR reseller handling Customer's account, NCR authorized party, or to NCR depending on the party Customer contracted for the Hosted NCR Software.

2.5 Customer agrees to allow NCR reasonable access to Customer's computer system and the NCR Software to change settings and/or install or remove applications to address data security risks and perform upgrades. NCR shall, upon Customer's request, provide Customer with a report of any entry by NCR into Customer's computer system. Customer further agrees to purchase, install and maintain NCR-approved high-speed internet access to provide NCR remote access with specifications sufficient to Customer's computer system. Customer acknowledges and agrees that NCR may use its Command Center product (or a successor product) to access Customer's system, and agrees that NCR may load such product(s) and keep them updated on Customer's system as needed.

3.0 EQUIPMENT GENERALLY.

3.1 The Equipment covered by this Agreement are as set forth on Exhibit A. Equipment provided may not be new but may be like-new, except for Purchased Equipment, which will be new. Delivery of the Equipment will be made to Customer to the designated Licensed Site(s) set forth on Exhibit A. Customer will keep and use the Equipment only at the Licensed Site designated for such Equipment. Customer agrees that the Equipment will not be removed from any such address unless Customer obtains NCR's written permission in advance to so move it. Except for Purchased Equipment, title to the Equipment shall at all times remain with NCR and if NCR requires a label or other indicator of NCR's interest to be placed on the Equipment Customer will so apply the label or not remove any such label already affixed to the Equipment. Title and risk of loss to Purchased Equipment shall pass to Customer upon placement with a carrier for shipment by NCR.

3.2 Customer is responsible for protecting the Equipment from damage and from any other kind of loss while Customer has use of the Equipment. Customer is responsible for and accepts the risk of loss or damage to the Equipment while in use by Customer or in Customer's possession. Customer agrees to keep subscribed Equipment insured against all risks of loss in an amount at least equal to the replacement cost thereof during the term of this Agreement and will list NCR as loss payee and as an additional insured. Upon expiration or termination of this Agreement, Customer shall return to NCR subscribed Equipment in good, workable condition in accordance with the termination provisions of this Agreement. If subscribed Equipment is damaged or lost at any time during the term of this Agreement, Customer agrees to be responsible for payment to NCR of NCR's then list price for such Equipment. Customer will give NCR reasonable access to subscribed Equipment so that NCR can check the subscribed Equipment's existence, condition and proper maintenance. At Customer's own cost and expense, Customer will keep the subscribed Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs made or affixed to the Equipment will become part of the subscribed Equipment and title thereto shall vest in NCR. Customer agrees to pay restocking fees charged by NCR for any returned Equipment that NCR agrees to accept (in NCR's sole discretion), other than subscribed Equipment returned following termination of this Agreement. Customer will not make any permanent alterations to the subscribed Equipment. Schedule 3 (Description of Additional Policies for Equipment) contains additional requirements applicable to subscribed Equipment loss, damage and insurance.

4.0 FEES AND PAYMENTS. Customer shall pay to NCR the Deposit upon authorization to NCR to stage and ship the Equipment. Customer shall pay to NCR the Program fees and other amounts specified in this Agreement, including those set forth on Exhibit A, which shall be payable on or before the 10th day of each calendar month. Equipment that is purchased must be paid for in advance. Program fees shall be pro rated for any partial months that this Agreement is validly in effect. Customer shall establish with NCR and Customer's bank an ACH payment procedure that authorizes NCR to be paid by such bank automatically via ACH transfer upon issuance by NCR of an invoice hereunder. Customers with insufficient ACH funds will be contacted by a NCR representative to submit a credit card payment and number to reside on file. All payment obligations under this Agreement are non-cancelable and non-refundable. **Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or 1½% per month commencing with the date payment was due.** Customer shall pay any and all taxes and duties, customs fees and similar charges in connection with the Agreement, including, without limitation, Customer's use of Software, Equipment or Services hereunder. Following the Initial Term, NCR may increase the fees and charges specified herein (including those set forth on Exhibit A) at any time upon at least sixty (60) days notice to Customer. NCR reserves the right to withhold performance of any obligations arising under this Agreement, in the event of Customer's non-payment when due of any undisputed amounts owed to NCR.

5.0 LIMITATION OF LIABILITY.

5.1 IN NO EVENT SHALL NCR OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS PROVIDED BY NCR (INCLUDING, WITHOUT LIMITATION, THE NCR SOFTWARE AND EQUIPMENT) OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, INCLUDING, WITHOUT LIMITATION, THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF NCR HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

5.2 IN NO EVENT WILL NCR'S LIABILITY FOR ANY DAMAGES TO CUSTOMER, ANY LICENSED ENTITY, OR TO ANY OTHER PERSON OR ENTITY EVER EXCEED THE AMOUNT OF FEES AND CHARGES PAID BY CUSTOMER TO NCR HEREUNDER DURING THE IMMEDIATELY PRIOR TWELVE-MONTH PERIOD FOR THE APPLICABLE PRODUCT OR SERVICE GIVING RISE TO SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

5.3 NCR shall not be held responsible for misuse or incorrect operation of the NCR Software or Equipment, use of the NCR Software or Equipment by untrained personnel or improper entry of data in connection with the NCR Software. Customer understands that the use of any Equipment outside the manufacturer's recommended specifications may seriously affect the performance of the NCR Software. NCR SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR CONDITIONS BEYOND NCR'S CONTROL THAT MAY AFFECT THE PERFORMANCE OR ACCESSIBILITY OF THE NCR SOFTWARE OR EQUIPMENT OR THE DATA CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF POWER, CUSTOMER OPERATING ENVIRONMENT FACTORS, PROGRAM VIRUSES AND MALWARE, INTERNET SERVICE DISRUPTIONS, ENVIRONMENTAL CONDITIONS AND OTHER NATURAL EVENTS, AND UNAUTHORIZED ACCESS OR SYSTEM OR DATA SECURITY BREACHES.

6.0 ADDITIONAL CUSTOMER RESPONSIBILITIES. Unless otherwise specified in this Agreement or in a separate writing signed by both Customer and NCR, Customer shall be solely responsible for the following: (a) selection of the NCR Software to achieve Customer's intended results; (b) evaluation of NCR's products relating to Customer's specific business requirements and technical environment; (c) the results obtained from use and operation of the NCR Software and Equipment; (d) providing and maintaining the appropriate operating environment for the NCR Software, including related security and access controls, and maintaining back-up and disaster recovery procedures, facilities and equipment (if applicable); (f) adherence to any applicable electronic payment processing standards or requirements related to Customer's operations; (g) all data entry and

loading (h) securely deleting previously stored information or data following upgrades to the system; (i) the content of all Customer information or data, the selection and implementation of controls on the access and use of such information or data, and the protection and back-up of the stored information or data; (j) the configuration of all required data parameters associated with use of the NCR Software, and its operating environment, including security-related parameters; (k) compliance with all applicable city, state, and federal laws, rules or regulations affecting or governing Customer information or data configuration parameters in the NCR Software; and (l) providing adequate training on the use and operation of the NCR Software to Customer's employees and maintaining adequate supervision of such employees.

- 7.0 PAYMENT CARD INDUSTRY MATTERS. NCR participates in the Payment Card Industry ("PCI") Payment Application Data Security Standard (the "PA-DSS") program. The parties acknowledge that the PA-DSS is subject to revision and clarification regarding security standards for payment applications, and that validation against the PA-DSS is an annual activity. NCR agrees to use commercially reasonable efforts to gain annual validation against the PA-DSS. Customer agrees to promptly implement software enhancements, including installation of new versions, made by NCR to achieve and maintain validation against the PA-DSS. Customer acknowledges that Customer must remain current on all payments due hereunder to receive new versions and updates to the NCR Software, that Customer must use and configure the NCR Software in a manner and in an environment that complies with the PCI Data Security Standard ("PCI-DSS"), and that Customer is responsible for Customer's own PCI-DSS compliance. Customer acknowledges that use of a PA-DSS validated payment application does not satisfy all of Customer's responsibilities to secure and protect Customer's network and information under the PCI-DSS. Customer is strongly advised to engage the services of a Qualified Security Assessor to: (i) ensure that no credit card track data is present on Customer's systems or network; (ii) determine Customer's level of PCI-DSS compliance, and (iii) assist Customer with its PCI-DSS compliance obligations and to mitigate any issues that may arise from Customer's non-compliance.
- 8.0 DATA SECURITY AND CYBERCRIME PREVENTION. It is Customer's responsibility to have and maintain in place malware protection software and security for all of Customer's systems and data, which security includes properly configured hardware firewalls, unique, strong passwords per user, physical security, and access control policies. Customer acknowledges that the security and protection of its network and the data and applications on that network, including protections against unauthorized access, is solely and entirely Customer's responsibility. A properly configured firewall is required for each Licensed Site using a persistent connection to the public Internet or any private network where there is a potential for unauthorized access. Customer acknowledges that, to be effective, malware protection software, hardware firewalls, system passwords and other security software and hardware components require periodic and routine updates, which Customer must obtain or perform as applicable. NCR disclaims any warranty, express or implied, that the NCR Software or Customer's data will remain malware-free. Customer acknowledges that its failure to discharge its obligations to keep its systems secure may result in investigation fees, fines, penalties, charge backs and credit card fraud costs, and other losses as levied by credit card processors and others, remediation costs (which may include system component updates or replacements) and lost profits and lost reputability of Customer's business, which costs may be so large that they may threaten the survival of Customer's business. Customer waives any claims hereunder against NCR for any such costs or losses to the extent arising from Customer's failure to have or maintain a secure system, or to the extent arising as a result of a failure or breach of its security for its systems or data, or as a result of any unauthorized access to Customer's systems. In the event of a security breach of Customer's systems, Customer agree to promptly (i) notify NCR of such breach, (ii) provide NCR with copies of any forensic reports related to such breach, and (iii) authorize any investigating entities to disclose all relevant information regarding their investigations, including investigations in progress, of such breach to NCR.
- 9.0 NCR RIGHTS OF SUSPENSION AND TO DISABLE ACCESS. Customer acknowledges and understands that upon Customer's failure to pay when due any amounts payable hereunder to NCR, NCR shall have the right to immediately suspend, disable use of or access to, or discontinue (by remote means or any other means then available to NCR) the applicable Equipment, Software and other Program items, licenses and services provided to Customer under this Agreement without terminating this Agreement; provided that if any such suspension, disablement or discontinuation continues for a period of three (3) consecutive months, this Agreement shall be deemed to have been automatically terminated as a result of a default by Customer as of the end of the third such consecutive month.
- 10.0 TERM AND TERMINATION; RETURN OF PROGRAM ITEMS.

10.1 Upon termination of this Agreement for any reason, (i) all rights and licenses granted by NCR hereunder to Customer in this Agreement shall immediately cease, (ii) NCR shall cease providing the Hosting Services and will disable Customer's access to the Hosting Web Site and the Hosted NCR Software, (iii) Customer shall immediately pay NCR all amounts due to NCR, including all outstanding invoices, and (iv) Customer shall immediately work with NCR's field personnel on de-installation and return to NCR of all NCR property affected by such termination (including, but not limited to, the Equipment, the NCR Software, the NCR Utilities, Documentation, and all proprietary information of NCR, together with all copies thereof), with such NCR field personnel to contact Customer to coordinate and schedule such de-installation and return within the 30-day period following termination. You agree to pay NCR a reschedule fee in NCR's sole discretion if you fail to keep an appointment with NCR or its representatives to de-install and pick up any NCR property. If any NCR property is not returned to NCR in good condition and working order after the termination of this Agreement, NCR reserves the right to charge Customer the then current purchase or license list price charged by NCR for such unreturned items. Prior to returning the NCR property, Customer shall be solely responsible for backing-up all Customer data and information on the NCR property and deleting such data and information from the NCR property as necessary. Upon termination of this Agreement and receipt of returned NCR property, NCR, in its sole and absolute discretion, may purge all such data and information.

10.2 Upon termination or expiration of this Agreement, Sections 5.0 (Limitation of Liability), 11.0 (Dispute Resolution), and 17.0 (Governing Law), along with those other provisions of any other Sections of this Agreement and the Exhibits that expressly or by their nature contemplate surviving any termination or expiration of this Agreement shall continue and survive in full force and effect.

11.0 DISPUTE RESOLUTION.

11.1 Each party agrees to give the other prompt written notice of any claim, controversy or dispute arising under or related to this Agreement, an order or any product or service, and both parties agree to engage in good faith discussions to resolve the matter. If that fails to resolve the matter promptly, either party may request the other to participate in mediation before a mutually-agreed mediator. Any controversy, claim or dispute which is not resolved through the procedures set forth above within 60 days (or such longer period as the parties may agree) will be resolved by arbitration before a sole arbitrator who is an attorney, under the then-current Commercial Arbitration Rules of the American Arbitration Association. The duty and right to arbitrate will extend to any employee, officer, director, shareholder, agent, or Affiliate, of a party to the extent that right or duty arises through a party or is related to this Agreement, an order or any product or service. The decision and award of the arbitrator will be final and binding, and the award rendered may be entered in any court having jurisdiction. The arbitrator is directed to hear and decide potentially-dispositive motions in advance of a hearing on the merits by applying the applicable law to uncontested facts and documents. The arbitration will be held in Atlanta, Georgia. This Section 11.1 and the obligation to mediate and arbitrate will not apply to claims for misuse or infringement of a party's intellectual property or confidential information. A party may at any time seek an injunction or other equitable relief in aid of arbitration. The arbitrator will not have authority to award punitive damages, non-compensatory damages, or any damages other than direct damages, nor have the authority to award direct damages inconsistent with the limitations and exclusions set forth in this Agreement.

11.2 Neither party may bring a claim more than 2 years after the underlying cause of action first accrues. In addition, Customer agrees to bring any administrative discrepancies, including but not limited to, invoice errors, shipment discrepancies and return variances, to NCR's attention in writing within 90 days from the date of the incident's occurrence (e.g. receipt of goods). Customer's failure to raise an administrative discrepancy with appropriate supporting documentation within this time period will result in the waiver of Customer's right to dispute the incident at a future date.

11.3 Each party will bear its own attorneys' fees and other costs associated with the negotiation, mediation, and arbitration provided for by this Section 11, except that costs and expenses of arbitration other than attorneys' fees will be paid as provided by the rules of the American Arbitration Association. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorneys' fees that are reasonably incurred by the other party.

11.4 In order to facilitate the resolution of controversies or claims between the parties, the parties will keep them confidential, including details regarding negotiations, mediation, arbitration, and settlement terms.

11.5 Customer acknowledges that its breach of any term of this Agreement relating to the use or protection of NCR intellectual property will cause NCR or its licensors irreparable harm, and agrees that in the event of such breach NCR will be entitled to immediate injunctive relief without the necessity of posting a bond, together with all other remedies available at law or in equity.

12.0 FORCE MAJEURE. Other than for non-payment of monies payable hereunder, neither party will be liable for any default or delay in the performance of its obligations hereunder: (i) if and to the extent that such default or delay arises out of causes beyond its reasonable control, including default or delays of the other party, acts of God, acts of war, acts of governmental authority, acts of public enemy, insurrection, earthquakes, fires, cable cuts, floods, terrorism, and riots (each, a “Force Majeure Event”) and (ii) provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternative sources, work-around plans or other means. Upon the occurrence of a Force Majeure Event, each party shall be excused from further performance or observance of the obligation(s) affected so long as such circumstances caused by the Force Majeure Event prevail and the parties use their reasonable efforts to promptly recommence performance or observance of said obligation(s). The party claiming excuse by Force Majeure so affected in its performance will immediately notify the other by telephone (to be confirmed in writing within 5 days of the inception of the Force Majeure Event) and describe at a reasonable level of detail the circumstances causing such delay.

13.0 CONFIDENTIALITY.

13.1 “Confidential Information” is proprietary information disclosed by one party to the other as defined in this Section related to the business relationship between the parties including, without limitation, individually identifiable personal information of employees and customers (“Personal Information”); requests for proposals, requests for information, and responses to them; bids; pricing; and discussions regarding potential future business between the parties. Business data, Personal Information, customer information, financial records, employee records, medical and health records, business plans, pricing, software in human-readable form, Documentation, diagnostic tools, and any other information that, by its nature or on its face, reasonably should be understood by the receiving party to be confidential, will be considered Confidential Information whether or not it is so marked. Otherwise, Confidential Information disclosed in documents or other tangible form must be marked as confidential at the time of disclosure, and Confidential Information in oral or other intangible form must be identified as confidential at the time of disclosure. Personal Information is further covered by NCR’s published Privacy Policy. Confidential Information does not include information that is or becomes available without restriction through no wrongful act.

13.2 Each party will use reasonable efforts to prevent the disclosure of the other’s Confidential Information to third parties and to its employees who do not have a need to know, but may disclose Confidential Information to the extent compelled by process of law, provided that the original disclosing party is given advance written notice (unless providing such notice is prohibited by law). Either party may disclose Confidential Information to its accountants, lawyers, and other professional advisors; and to its affiliates, consultants, and contractors who have a need to know it to further permitted use of the products and services purchased hereunder; provided that each agrees in writing to confidentiality obligations consistent with this Agreement, including its intellectual property and confidentiality provisions. The disclosing party is an intended third party beneficiary of any such agreement and will have the right to directly enforce it.

13.3 All Confidential Information remains the disclosing party’s property. Upon the disclosing party’s request, all Confidential Information (other than licensed Software as to which the recipient is in full compliance with its obligations under this Agreement) will be destroyed or returned to the disclosing party, less a single archival copy which may be used only to address disputes related to that Confidential Information.

13.4 Confidentiality obligations under this Agreement with respect to Personal Information, customer information, financial records, employee records, medical and health records, business plans, software in human-readable form, Documentation, and diagnostic tools will continue indefinitely. Otherwise, confidentiality obligations under this Agreement will end 3 years after the date of disclosure. If the parties have previously entered into agreements concerning disclosure of Confidential Information, this agreement will supersede them.

13.5 Either party may disclose that NCR is your vendor and that you are an NCR customer, the general type of Products you have acquired from NCR, the overall aggregate value of this Agreement, and a general description of the nature of the intended deployment of software, equipment and services. Except as otherwise set forth above or as required by law, the parties will keep all other terms, including pricing details, confidential.

- 14.0 RELATIONSHIP OF PARTIES. This Agreement shall not be construed to create any employment relationship, partnership, joint venture or agency relationship or to authorize any party to enter into any commitment or agreement binding on the other party.
- 15.0 BINDING EFFECT. This Agreement shall be binding upon and enure to the benefit of the parties, their legal representatives, permitted transferees, successors, and assigns as permitted by this Agreement.
- 16.0 CHANGES TO AGREEMENT AND SCHEDULES. NCR reserves the right to modify at any time this Agreement, including the applicable Schedules to the Agreement. If NCR makes any modifications it will provide notice to Customer of such modifications, which notice may be given by any of the following means: (i) by the posting of a notice on a prominent screen or area within the Hosted NCR Software, (ii) by e-mail to the e-mail address that Customer has provided NCR, (iii) by regular mail to the mailing address that Customer has provided to NCR, or (iv) by any other electronic or non-electronic means that NCR believes is reasonably likely to reach Customer. Unless Customer thereafter provides notice to NCR that Customer elects to terminate the Agreement within 30 days from the date of such notice to Customer, such modifications shall thereafter be effective under this Agreement.
- 17.0 ASSIGNMENT. Except as otherwise set forth in this Agreement, this Agreement and all rights and obligations may not be assigned in whole or in part by either party without the prior written consent of the other, except the rights and obligations of NCR may be assigned to another entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring. A transfer of more than 50% of the voting stock or other ownership interest of Customer shall be deemed an assignment for the purposes of this Section. Any purported assignment in violation of this Section 17.0 shall be null and void. NCR reserves the right to charge its then prevailing transfer fees for any assignment that NCR may consent to hereunder.
- 18.0 GOVERNING LAW. New York law governs the Agreement, transactions occurring under it, and the relationships created by it, except for its laws regarding conflicts of law and arbitrability; the Federal Arbitration Act will govern all issues of arbitrability.
- 19.0 NCR RIGHT TO FILE FINANCING STATEMENTS. Although title remains with NCR as to all Equipment, Software and other items made available to Customer under the Program, to the extent it is deemed necessary or desirable by NCR under applicable law to file one or more UCC financing statements or similar lien instruments in any jurisdictions in which such items are located, Customer grants to NCR a security interest in all such items and Customer authorizes NCR to prepare and record any and all such UCC financing statements or similar lien instruments, and to do so without necessity of obtaining Customer's signature. In furtherance of the foregoing authorization, Customer appoints NCR as Customer's attorney-in-fact to execute and deliver such UCC financing statement and other lien instruments to reflect all interests of NCR in such Program items.
- 20.0 FURTHER LIMITATIONS ON CUSTOMER ACTIONS AND ENCUMBRANCES. Customer may not sell, pledge, transfer, assign or subrent any of the Software, Equipment or other items subscribed to from NCR, and Customer agrees at all times hereafter to keep the Software, Equipment and other items subscribed from NCR free of all security interests, liens, encumbrances, mortgages and claims whatsoever, and Customer agrees that neither it nor anyone at its direction shall file a financing statement, mortgage, notice of lien, deed of trust, security agreement or any other agreement or instrument creating or giving notice of an encumbrance or charge against the Software, Equipment and other items subscribed to from NCR.
- 21.0 MISCELLANEOUS.

21.1 No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that

provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. Other than notices under Section 16.0, which may be given as provided in such Section, all notices required to be given hereunder shall be given in writing delivered by any means which provides written evidence of the date received, addressed to the signatory at the address set forth above, or such other person and address as may be designated from time to time in writing, and all such notices shall be deemed given at the time receipt is evidenced. Other than modifications of the Schedules, for which the procedures under Section 16.0 shall apply, no modifications to this Agreement shall be effective unless made in writing as an addendum to this Agreement and signed by a duly authorized representative of each party. Both parties acknowledge that this is an arms-length transaction or relationship. There exists no implied or otherwise unstated covenants, rights or obligations by, of or against either party.

21.2 Customer acknowledges that it has read this Agreement, understands this Agreement, and agrees to be bound by its terms and conditions. Customer agrees that this Agreement, together with any Exhibits, Schedules and other applicable NCR agreements referencing this Agreement and expressly made a part hereof will be the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may be executed by facsimile signature, and any such facsimile signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such facsimile signature were an original signature.

Automatic Monthly Withdrawal Authorization Form

This Automatic Monthly Withdrawal Form is used for authorizing **NCR Corporation** to withdraw monies directly from my bank account each month for invoices which are outstanding and due. NCR Corporation is hereby authorized to debit the account listed below in payment for the goods and services described in my contract, and to adjust over/under debits as required to satisfy my obligations under that Agreement. I agree to not hold my Bank liable for any erroneous debits or adjustments made by NCR Corporation, and authorize my Bank to treat each such debit the same as if it were a check written and signed personally by me. This authority will remain in effect until I have cancelled it in writing or the payment obligations specified in my contract are fulfilled. I am an authorized signatory on the Account below and have the authority to sign this Debit Authorization.

Authorization for Automatic Monthly Withdrawal

Type of account: Checking Savings

Bank Name:

Name on Account:

Routing # (9 Digits):

Account #:

The diagram shows a check with the following fields and labels:

- YOUR NAME**: 5555 Street Name, City, ST 12345
- DATE**: _____
- Pay to the Order of**: _____ \$ _____ Dollars
- Financial Institution**: 1000 Street Name, City, ST 12345
- For**: _____
- Routing Number**: 1004183835
- Account Number**: 803527942
- Check Number**: 1001

AUTHORIZATION AGREEMENT FOR AUTOMATED WITHDRAWALS:

I hereby authorize and request NCR Corporation to make monthly withdrawals in the amount listed above by initiating debit entries to my account, and I authorize and request The BANK to accept my debit entries initiated by NCR Corporation to such account. It is understood that this agreement may be terminated by me at any time by written notification to NCR Corporation. Any such notification to NCR Corporation shall be effective only with respect to entries initiated by NCR Corporation after receipt of such notification and a reasonable opportunity to act on it.

Signature:

Date:



	Current Upserve	Venue Next	NCR
Upfront Cost	Need to replace 7 iPad estimated cost \$4899	\$ 30,085.71	\$ 4,000.00
Yearly Cost	\$ 8,392.80	\$ 7,000.00	\$ 11,579.28
Monthly Cost	\$ 699.40	\$ 583.33	\$ 964.94
First Year Cost	\$ 13,291.00	\$ 30,085.71	\$ 4,000.00
Remaining Contract Cost	\$8392.80 Could lower this with longer contract	\$7,000.00	\$ 30,878.08
Total Cost (44 months)	\$ 35,672.60	\$55,752.23	\$ 46,457.36
		Willing to start billing until 12/01/2019	12 Months Free****
Contract Terms	Contract up 12/1/2020	1 or 3 year contracts	44 month; includes equipment replacement every 5 years
Meets Equipment Needs-Table side emv compliant	Emv readers never worked like they should	Yes, downfall is venue next sources the equipment from a 3rd party and sells it to us a cost	Yes, all in one tablet with emv and mobile wallet payments accepted
Table Map for Servers	Yes	No	Yes
Ability for Staff to Clock In/Out	Yes	No	Yes
Off-Line Mode	Yes	Yes	Yes
Back Office Reporting that can be Accessed by PC	Somewhat, I can access sales from mobile device but need a PC to do back office reporting and menu changes	Yes, they have a cloud based system t	Yes, I will have the ability to edit checks, menus, and see back office reports from a PC or mobile device
Ability to Split out revenue centers	Yes	Yes	Yes- They will both run off of one system but we can set up separate revenue centers for 3Wire/Waystation
Contactless Payment	If order is placed online	Yes they can scan a QR code to order and pay	Yes, QR codes being rolled out this fall-November to be exact
Online Ordering System w/o integrating other companies	Yes	Scan QR Code	Yes
Inventory	Yes	Yes	Yes, and we will get 1 week of hands on training in Denver if we choose to use this option
Warranty of Products	Not on current hardware		
Support			
On Site Tech to Install	No	Yes \$7700.00	Yes \$2500.00
On Site Training for Staff and Management	No	Yes	Yes
Hardware Replacement	We buy new hardware when needed	We buy hardware when needed	Yes, Every 5 Years hardware is replaced and is part of our monthly costs
Loyalty Programs	Gift Cards Additional	Did not discuss	Yes, the customer manages program on mobile device
Willing to Drop Rate During Off Season	No	No	Yes, our rate is figured on the average of in season vs. off season

Budget is \$4800.00 for 2020 POS Equipment Replacment



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: October 13, 2020	ITEM TIME:

FROM:	J. Kennedy/K. Booth
TODAY'S DATE:	October 13, 2020
AGENDA TITLE:	RFP 697 YVRA Bristles 2020

CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> ★ ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input type="checkbox"/> INFORMATION	

I. DESCRIBE THE REQUEST OR ISSUE:

Consideration by the Board of County Commissioners to approve the award and authorize the County Manager to electronically sign the purchase orders to United Rotary Brush Corp. in the amount of \$14,884.55 and to Myslik, Inc. in the amount of \$11,470.00.

II. RECOMMENDED ACTION (*motion*):

Motion by the Board of County Commissioners to approve the award and authorize the County Manager to electronically sign the purchase orders to United Rotary Brush Corp. in the amount of \$14,884.55 and to Myslik, Inc. in the amount of \$11,470.00.

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):

PROPOSED REVENUE (*if applicable*): NA

CURRENT BUDGETED AMOUNT: \$33,000

PROPOSED EXPENDITURE: \$26,354.55

FUNDING SOURCE: 45100977 741000 Bristles

SUPPLEMENTAL BUDGET NEEDED: YES NO ★

NA

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:

RFP 697 YVRA Bristles 2020 was sent to four vendors for bristles and advertised in the Pilot and on the County website. All four vendors responded, and the YVRA Project Manager, Todd DuBois has selected material from two:

Vendor	Application	Description	Total
Myslik	Runway Broom	Sweepster - Broom Head Kit	\$11,470.00
United Rotary Brush	Runway and Bobcat Brooms	Bristles and Wafer Sets	\$14,884.55

VI. LEGAL ISSUES:

None

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None

VIII. SUMMARY AND OTHER OPTIONS:

Recommendation to the Board of County Commissioners to approve the award and authorize the County Manager to electronically sign the purchase orders to United Rotary Brush Corp. in the amount of \$14,884.55 and to Myslik, Inc. in the amount of \$11,470.00.

IX. LIST OF ATTACHMENTS:

2019 Bristle Quote Summary

RFP 697 Bristle and Wafer Bid Response Tabulation

To be delivered to Yampa Valley Regional Airport, 11005 RCR 51A, Hayden, Colorado 81639-1060

Supplier:		MYSLIK, Inc.							United Rotary Brush Corp.			Sherwin Industries			Severson Supply			
Qty	Broom Head Size (feet)	Core Size	Rows per Core	Bristle Type	Description	Application	Brand	Unit Price	Total Price	Brand	Unit Price	Total Price	Brand	Unit Price	Total Price	Brand	Unit Price	Total Price
2	18'	8'10"	28	Wire	Split Core Broom Head 4618 Refill Kit Cassette (equivalent to M-B Part #907-184XXX)	RUNWAY BROOM	SIB	\$6,340.00	\$12,680.00	URB	\$5,500.00	\$11,000.00	SIB	\$6,375.00	\$12,750.00	United Rotary Brush	\$7,411.77	\$14,823.54
2	20'	10'2"	20	Wire	Split Core Broom Head SIB Cores / Sweepster Broom Head Refill Kit Cassette	RUNWAY BROOM	SIB	\$5,735.00	\$11,470.00	URB	\$5,900.00	\$11,800.00	SIB	\$5,750.00	\$11,500.00	United Rotary Brush	\$8,588.24	\$17,176.48
2	18'	8'10"	53	Poly/Wire mix	Split Core Broom Head Flat Wafer Refill, Wafer size 19.5" x 46", 53 wafers per core (equivalent to M-B Part # 970-92071)	RUNWAY BROOM	Sweepster	\$6,212.00	\$12,424.00	URB	\$1,083.00	\$2,166.00	Sweepster	\$6,250.00	\$12,500.00	United Rotary Brush	\$1,257.66	\$2,515.32
Freight to YVRA									FOB DESTINATION	\$0.00		\$0.00		\$0.00				\$0.00
Sub Total for YVRA									\$36,574.00		\$24,966.00		\$36,750.00		\$34,515.34			

To be delivered to Yampa Valley Regional Airport, 11005 RCR 51A, Hayden, Colorado 81639-1060

Supplier:		MYSLIK, Inc.							United Rotary Brush Corp.			Sherwin Industries			Severson Supply		
Qty	Wafer Size	Wafer Type	Description	Application	Brand	Unit Price	Total Price	Brand	Unit Price	Total Price	Brand	Unit Price	Total Price	Brand	Unit Price	Total Price	
5	10"x32"	Conv Poly Wafer	Wafers Refill, 10" x 32" (Bob Cat Part #04-100320PC24)	BOBCAT BROOM	Sweepster	\$397.92	\$1,989.60	URB	\$141.79	\$708.95	Sweepster	\$425.00	\$2,125.00	United Rotary Brush	\$194.77	\$973.85	
5	10"x32"	Conv Wire Wafer	Wafers Refill, 10" x 32" (Bob Cat Part #09-100320WC24)	BOBCAT BROOM	Sweepster	\$348.00	\$1,740.00	URB	\$201.92	\$1,009.60	Sweepster	\$375.00	\$1,875.00	United Rotary Brush	\$272.12	\$1,360.60	
Freight to YVRA							FOB DESTINATION	\$0.00		\$0.00		\$0.00				\$0.00	
Sub Total for YVRA							\$3,729.60		\$1,718.55		\$4,000.00		\$2,334.45				

Total for Order **\$40,303.60** **\$26,684.55** **\$40,750.00** **\$36,849.79**

Purchases from Myslik 11,470.00 savings of 330.00 in yellow
Purchases from United Rotary Brush Corps 14,884.55 in blue all other bristles
31,000 in Airside Budget
2,000 in Landside Budget
We will have a 7645.45 savings we could even order a couple more sets of bristles and still stay in budget