



**Vermont Agency of Transportation**

219 North Main Street, Barre, VT 05641

<https://vtrans.vermont.gov/contact-us>

**Request for Letters of Interest**

**Rutland-Southern Vermont Regional Airport Restaurant Opportunity**

<b>RLI Schedule</b>	<b>Deadlines</b>
Issue Date	Thursday, 6/18/2026
Optional Site Visit	Monday, 6/22/2026 through Monday 7/13/2026. No tours on weekends. <b>(Prior to LOI due date and time)</b>
Letter of Interest Due	Monday, 7/13/2026, 3:00 PM (EST)
Notification of Shortlist	Tuesday, 7/14/2026
Shortlisted Contractors provide Business Plan/ More Detailed Information	Tuesday, 7/28/2026 3:00 PM (EST)
Selection of Awarded Vendor	Thursday, 7/30/2026
Lease Finalization & Move In	August 2026
Anticipated Start Date	September or October 2026 <b>(based on lease execution)</b>

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDA ASSOCIATED WITH THIS REQUEST FOR LETTERS OF INTEREST (RLI) WILL BE POSTED AT: [Contracts for Services | Agency of Transportation](#)**

The State will make no attempt to contact interested parties with updated information. It is the responsibility of each party to periodically check the above webpage for any and all notifications, releases and addendums associated with this RLI.

**STATE POINT OF CONTACT (POC):** **Sari Tiersch**  
**E-MAIL:** [Sari.Tiersch@vermont.gov](mailto:Sari.Tiersch@vermont.gov)

**EXHIBIT D**

**LEASE BETWEEN  
THE STATE OF VERMONT,  
AGENCY OF TRANSPORTATION,  
AND  
[company name]**

**THIS LEASE**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the State of Vermont, a sovereign state, acting through its Agency of Transportation, with its principal office at Barre City Place, 219 North Main Street, Barre, Vermont 05641 (“STATE”) and [company address].

**WHEREAS**, STATE is the owner of the Rutland-Southern Vermont Regional Airport, including the terminal building, in the Town of Clarendon, County of Rutland and State of Vermont (the “Airport”) and,

**WHEREAS**, TENANT desires to lease space at the Airport for the purpose of promoting restaurant services to Vermont citizens, local and transient pilots, and passengers; and

**WHEREAS**, availability of restaurant services at the Airport serves to promote and benefit aviation at the Airport and enhances the Airport’s appeal and competitive advantage among airports in neighboring states; and

**WHEREAS**, STATE desires to promote aviation and passenger convenience through this service; and

**WHEREAS**, State desires to continue to promote and encourage general aviation, as well as commercial and industrial services, in connection with and on the Airport.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements set forth, the parties agree as follows:

**WHEREAS**, The TENANT has been given, and hereby acknowledges, full opportunity to inspect the leased premises and neither STATE nor any person on STATE's behalf, has made any representation concerning the leased premises. STATE makes no warranty, expressed or implied, of the condition of the leased premises or of its suitability for any intended use by TENANT;

## ARTICLE I – DESCRIPTION OF PREMISES

1.1 STATE hereby leases to TENANT, and TENANT hereby leases from STATE, the following described premises (collectively the “Leased Premises”), to wit:

- a. Kitchen and Counter Area: A certain irregularly shaped area within the terminal building at the Rutland-Southern Vermont Regional Airport collectively measuring 314 square feet, located on the second floor, comprised of a kitchen/prep space and service counter. TENANT is provided sketch of said space in “Exhibit A.”
- b. Dry Storage Closet: A 53 square feet closet allowed for TENANT’s dry storage of goods in the central air conditioning/utility closet.
- c. TENANT leases all STATE-owned equipment and premises as-is. TENANT is responsible for all repair or maintenance required of the equipment and leased area. TENANT may make modifications to the specified leased area with prior permission from STATE.
- d. TENANT has the option to replace STATE-owned equipment at the TENANT’s expense. At TENANT request, STATE will remove any broken or unwanted STATE-owned equipment at STATE’s expense. Equipment purchased by TENANT is owned by TENANT and shall be removed at the end of the lease.
- e. TENANT and their customers have access to the STATE terminal parking lot.
- f. TENANT has access to common dining area adjacent to leased kitchen space shown in “Exhibit B” for dining service. TENANT does not have exclusive rights to the dining or lounge area on the second floor of the building.
- g. TENANT may use adjacent lounge space shown in “Exhibit B” for special events with approval from the STATE with no less than 24-hours’ notice.
- h. TENANT may place business signage on the first floor and exterior of the terminal building with prior STATE approval. TENANT may add their sign to two business sign displays located on Airport Road.

1.2. TENANT shall have the following conditional rights in the areas specified:

- a. TENANT may prepare and sell food and alcoholic beverages to the public. TENANT must obtain all licenses and permits required for operation prior to the restaurant opening date. TENANT must obtain license from Vermont Liquor Control prior to the selling of alcoholic beverages. In addition, in accordance with the Vermont Dram Shop Act, Chapter 7, of the Vermont Statutes Annotated, Section 501, TENANT shall not sell, allow to sell, or allow alcoholic beverages consumed on the Leased Premises unless TENANT obtains and maintains in full force and effect at all material times, a current policy of insurance with Dram Shop

Act coverage, specifically naming the STATE as an additional insured. TENANT shall file a copy of the insurance certificate with the STATE.

- b. TENANT shall be responsible for removing its trash and recycling from airport property, either by daily removal off-site or using its own dumpster service. If dumpster option is chosen, TENANT shall coordinate with STATE on dumpster's location. TENANT shall comply with State composting laws, and all composting activities must occur off-site at the TENANT's expense.
- c. TENANT may alter their leased premises as needed to enhance operational functionality. Plans for any alterations must be approved by STATE in advance. Any preventable damage incurred by TENANT will be the responsibility of the TENANT to repair or replace.
- d. STATE is responsible for parking lot plowing, sidewalk shoveling, and salting in accordance with their normal snow removal plan. TENANT is responsible for ensuring safe and accessible access for their patrons at all times.

## **ARTICLE II – BEGINNING AND EXPIRATION**

2.1. This Agreement shall become effective upon execution and shall operate for an initial term of five (5) years, subject to Article III – RENEWAL.

## **ARTICLE III- RENEWAL**

3.1. If TENANT performs all its obligations under this Agreement satisfactorily and timely, it shall have the right to renew this Agreement at the end of its initial term for up to three (3) additional five (5) year periods, not exceeding a total period of twenty (20) years. Any renewal shall be on all the same terms and conditions as this Agreement unless otherwise agreed except for rental rates which shall be determined in accordance with Article IV, below.

3.2. Before the start of each renewal term, the STATE will notify TENANT of any adjustment of the rental rate to reflect any change in the Consumer Price Index for All Urban Consumers (CPI-U), maintenance costs for the building, and fair market value, as required by 19 V.S.A. § 26a. If tenant is aggrieved by the new rental amount, then TENANT, within 30 days of the STATE's notification, may seek review by the Transportation Board in accordance with 19 V.S.A. § 5 (d)(6). The new rate shall be used each year for the next five-year period. For the purposes of this Lease, the CPI-U is 323.048 (based on the United States Department of Labor Statistics for July 2025).

3.3. To exercise its right to renew, TENANT must advise STATE in writing at least three (3) months, but not more than six (6) months, prior to the expiration of the lease term of TENANTS's desire to renew this lease.

## ARTICLE IV – RENT

4.1. Upon execution, TENANT shall be granted a two-month suspension of rent to prep the leased space for service. Payment of rent to STATE shall commence upon beginning of the third month for the Leased Premises described in ARTICLE 1.1 and TENANT's use of the facilities and privileges of the Airport (collectively "Rent") as follows:

- a. Monthly lease of Kitchen and Counter Space and Dry Storage Closet at .80 cents per square foot or \$293.60.
- b. Rent payment begins on restaurant start date listed in ARTICLE 4.2.
- c. TENANT is allowed to use STATE-owned kitchen equipment identified in Attachment D. Maintenance of all equipment is the responsibility of the TENANT.

4.2. TENANT agrees to have a fully functioning restaurant open and operating by **[Start Date]**, and agrees to maintain regular business hours of **[List Business Hours]** TENANT may alter hours as long as those hours maintain adequate food service to meet airport and community demand.

4.3. TENANT is responsible for costs associated with utility use, specifically the electricity and propane associated with the operation of kitchen equipment. The STATE will provide building heat and air conditioning, common area electricity, water and hot water, and sewer at the STATE's expense.

4.4. Airport water is on a well system. STATE conducts quarterly water testing, and repairs if the well were to fail. STATE will provide TENANT with sufficient water to continue food service when the well is inoperable. TENANT is responsible for any specific water testing required by their operations.

4.5. TENANT is responsible for all janitorial/cleaning services associated with the leased space. This includes, but is not limited to, the commercial grease trap located under the sink, which requires cleaning at least once a year and ventilation hood.

4.6. TENANT is responsible for daily janitorial/cleaning services in the common area dining space and/or lounge space during and after TENANT use.

4.7. TENANT is responsible for securing the terminal building each day as appropriate when leaving the terminal building. TENANT will be responsible for alarm and/or Rutland County Sheriff Department fee after false alarm occurrences resulting from restaurant personnel improperly securing the building. TENANT staff will receive terminal opening and lock-up training from STATE personnel prior to restaurant opening date.

4.8. TENANT or STATE may terminate this agreement per the terms outlined in the General Conditions, **G.C.V. – TERMINATION.**

4.9. If TENANT or STATE cancels this lease agreement, it is the responsibility of the TENANT to remove all TENANT – owned restaurant equipment and other TENANT – owned personal property within 30 days. All costs associated with the removal of equipment will be the responsibility of the TENANT.

4.10. STATE is responsible for normal wear and tear items associated with the building except for the TENANT's leased areas specified in ARTICLE 1.1. STATE is not responsible for TENANT's personal property.

4.11. STATE will provide fire extinguishers and their inspections on a yearly basis. However, the TENANT will replenish any depleted fire extinguisher within one business day of use. TENANT is responsible for inspection and maintenance procedures on ANSUL Fire Suppression system every six (6) months.

4.12. In the event of past-due accounts, STATE may assess interest on the overdue amount at the maximum legal interest rate allowed by Title 9 of the Vermont Statutes Annotated, Section 41 et seq., or successor statute.

4.13. All rent shall be made payable to State of Vermont and mailed/delivered to:

Vermont Agency of Transportation  
Financial Services Division  
219 North Main Street, 1st Floor  
Barre, VT 05641

4.14. The STATE's Financial Services Division may bill directly approximately thirty (30) days prior to the payment due date unless otherwise directed in writing by STATE. Regardless of whether a bill is sent by the STATE, rent shall be due and payable as specified in paragraphs 4.1 and 4.13.

## **ARTICLE V – NOTICES**

5.1. Any notice or other communication connected with this lease shall be deemed to have been made in writing and mailed to the parties, by registered or certified mail with the United States Postal Service, at their addresses as set forth below or at such other address as may hereafter be designated by notice:

a. As to STATE:

Vermont Trans – PPAID  
Aviation Property Management  
219 North Main Street, 4<sup>th</sup> Floor  
Barre, Vermont 05641

b. As to TENANT:

[Tenant Mailing Address]

5.2. In addition, at the option of STATE, any notice herein provided to be given by the STATE to TENANT may be given by leaving it at the residence or place of business of TENANT or any officer of TENANT or by posting such notice on any part of the leased premises.

## **ARTICLE VI – INCORPORATION BY REFERENCE**

6.1. The following documents are attached hereto and incorporated herein by reference:

a.

- a. Exhibit A – Kitchen and Counter Area Layout and Square Footage
- b. Exhibit B – State-Owned Kitchen Equipment List
- c. Exhibit C – General Conditions for Tenants of State-Owned Structures

6.2. For purposes of Attachment C, “Party” shall mean TENANT.

## **ARTICLE VII—ENTIRE AGREEMENT**

7.1. This Agreement, with the terms and conditions herein contained, constitutes the entire agreement between the parties and supersedes and replaces all other agreements and representations in connection with leasing the premises herein described.

**IN WITNESS WHEREOF**, the **STATE OF VERMONT** has caused this instrument to be subscribed, this \_\_\_\_ day of \_\_\_\_\_, 2026, by Joe Flynn, its Secretary of Transportation and duly authorized agent.

**STATE OF VERMONT  
("STATE")**

By:

\_\_\_\_\_  
Joe Flynn  
Its Secretary of Transportation and  
Duly Authorized Agent

STATE OF VERMONT            )  
WASHINGTON COUNTY, ss.    )

At Barre, this \_\_\_\_ day of \_\_\_\_\_, 2026, personally appeared Joe Flynn and acknowledged the foregoing instrument, by him as Secretary of Transportation and duly authorized agent of the **STATE OF VERMONT** subscribed, to be his free act and deed and the free act and deed of the **STATE OF VERMONT**.

Before me,

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Type or print name of Notary Public  
(My commission expires Jan. 31, 2027)

Commission No. \_\_\_\_\_  
(My commission expires Jan. 31, 2027)

APPROVED AS TO FORM:

DATED: \_\_\_\_\_

\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL'S OFFICE

IN WITNESS WHEREOF, **the OWNER, BUSINESS NAME** has caused this instrument to be signed in its corporate name **by OWNER NAME**, its Owner and duly authorized agent, this \_\_\_\_ day of \_\_\_\_\_, 2026.

**BUSINESS NAME,**  
**(“TENANT”)**

By:

\_\_\_\_\_  
**NAME**, Its Owner

and Duly Authorized Agent

STATE OF VERMONT     )  
RUTLAND COUNTY, ss.)

At the Town of Rutland, this \_\_\_\_ day of \_\_\_\_\_, 2026,  
personally appeared **OWNER NAME** and acknowledged the foregoing instrument, by  
them as Owner of **BUSINESS NAME**, subscribed, to be their free act and deed and the  
free act and deed of **BUSINESS NAME.**

Before me,

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Type or print name of Notary Public  
(My commission expires Jan. 31, 2027)

Commission No. \_\_\_\_\_  
(My commission expires Jan. 31, 2027)