

REQUEST FOR PROPOSAL

CONCESSIONS OPPORTUNITY

January 15, 2021
Revised: February 18, 2021

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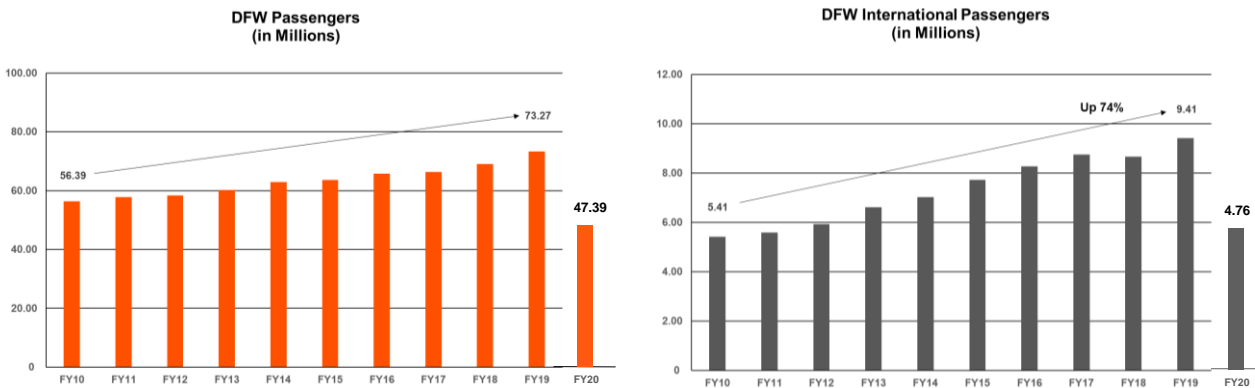
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I. INTRODUCTION

As a leading global aviation hub, Dallas Fort Worth International Airport (DFW) is passionate about creating an environment for our visitors that is welcoming, safe, secure, customer friendly and full of moments of wow.

With this focus on the passenger safety, Dallas/Fort Worth International Airport (DFW) is seeking responses for COVID-19 testing. Concepts for consideration are listed on the proposal package referenced as “**Attachment 1**”.

For this opportunity, proposers should demonstrate their shared commitment with DFW and detail how their company will address the needs and personalities of DFW’s many customer segments. Proposals should reflect brands and solutions that have regional, national, and global appeal, including how technological advancements can be incorporated into their operation.



Refer to Resources for DFW Airport Profile Information at <https://www.dfwairport.com/stats/>

Passenger Segmentation

A Customer Segmentation Study was performed to identify what message points are key in marketing communications.

Refer to www.dfwairport.com/concessions for the results of the Customer Segmentation Research Study under the Resources tab.

CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts executed by the Dallas/Fort Worth International Airport Board, regardless of the dollar amount, will require completion of Form 1295 “Certificate of Interested Parties,” per the new Government Code Statute§2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contracts amendments, renewals or change orders will be required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, for more information.

A Respondent Must:

1. Use the online application to process the required information Form 1295;
2. Print a copy of the form which will contain a unique certification number;
3. An authorized agent of the Respondent must sign the printed copy of the form;
4. The form must be Notarized; and
5. The completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with DFW Airport at the time the Respondent submits the signed contract to DFW Airport.

This form is not required for proposal submittal. If your concept is awarded by the Board, this form must be submitted after Board approval.

It is important for Proposers to note that the Airport environment presents to the operator a set of unique challenges which do not exist in a typical shopping center setting.

- The Airport customer has a limited amount of time to spend and must be served quickly.
- The hours of operation may be changed by the Board from time to time at its sole discretion. Any change thereof sought by Concessionaire shall be subject to the approval in advance in writing by the Board or designee, which may be withheld in its sole discretion.
- Failing to open for business at the required time, or closing early, shall constitute a violation and a Non-Compliance Fee outlined in the Schedule of Charges may be assessed upon the first and subsequent violations. Any violation shall entitle the Board to require Concessionaire to submit a written staffing plan to avoid future violations. Repetitive violations (3 or more in any calendar month) shall constitute a material default under this Permit. If the Board gives Concessionaire written notice of such a material default and another open/close violation occurs subsequent to said notice, it shall entitle the Board to terminate this Permit for cause upon thirty (30) days written notice of termination. Failure by the Board to exercise any such remedy shall not constitute a waiver of the Board's rights to do so for any material default.
- Flight delays happen throughout the year. The operations plan for each location must be flexible for extended hours, and in some instances, overnight hours or early openings due to flight delays or cancelled flights.
- Customers are primarily airline passengers traveling with carry-on luggage and in some instances, luggage carts.
- Each concession employee is an ambassador for the Airport. Training is essential and should include knowledge of the terminal areas and other services.
- The Airport is a non-smoking facility.

The Board makes no warranty, promises or representations as to the economic viability of any concession location or business concept. The Board makes no warranty that airline usage of gates or other facilities adjacent to the Premises will not change.

II. OVERVIEW

The subject RFP issued on **January 15, 2021** includes one (1) package for COVID-19 testing. All proposals meeting the minimum qualification requirements of this Request for Proposal (RFP) will be reviewed to determine the highest scoring proposal. This RFP will list the information to include as well as the correct proposal format. The successful proposers for this location will have the non-exclusive right to sell approved products and services consistent with their concept.

Addendums to this RFP will be posted to our website at <http://www.dfwairport.com/concessions/solicitations/current>; it is suggested that you visit this page daily during the proposal preparation process. The Airport is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addendum posted on the website, by fax, or by letter sent from the Procurement and Materials Management Department.

Note: The website is our primary communication tool for addenda and updated information regarding this Request for Proposal. If you do not have access to a computer for updates, you must provide the Procurement and Material Management Department with a fax number for addenda. This request must be made in writing either in person or by fax at 972-973-5608. It is the proposer's responsibility to verify that the Procurement and Material Management Department has this information.

III. SCHEDULES

Schedule for RFP Packages

RFP Release	Friday, January 15, 2021
2 (Two) Part Virtual Pre-Proposal Conference	Part 1: About DFW Airport & How to do Business Friday, January 22, 2021 at 2:00 pm CST https://attendee.gotowebinar.com/register/8487681522480214030 Part 2: DFW ACDBE Program Monday, January 25, 2021 at 1:30 pm CST https://attendee.gotowebinar.com/register/2245219648939592208
Final Date for Questions and Clarifications	Thursday, February 4, 2021 by 5:00 pm CST
Proposal Due Date	Thursday, February 18, 2021 at 2:00pm CST Now due Monday, February 22, 2021 at 2:00pm CST Now Due Wednesday, February 24, 2021 at 2:00pm CST

Once received, the proposals, materials, and other collateral submitted will become the property of DFW Airport

Address package to:
Airport Headquarters
Procurement and Materials Management
Airport Concession Request for Proposal
Attn: **Sonji Brown-Killyon**
2400 Aviation Drive – 1st Floor
DFW Airport, Texas 75261

NOTE: Interviews are not required for all proposers but may be necessary to determine final recommendations in some packages. **Interviews are not guaranteed.**

The selected proposer will be notified that they will be recommended for award at an upcoming Board meeting. That selected entity will have 14 days from that notice of award to sign and return their permit, approved and executed Joint Venture, sub-lease, management, operating and/or franchise agreement from Business Diversity and Development Department (BDDD), if applicable prior to Board approval. Only awards with signed leases and/or permits, approved and executed Joint Ventures sub-lease, management, operating and/or franchise agreement, from Business Diversity and Development (BDDD), will be presented to the Board.

If the lease and/or permit or other documentation required by BDDD is not signed within 14 days, Concessions may proceed with the second highest rated proposer and the proposal deposit will be forfeited.

The Dallas/Fort Worth International Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

All dates are subject to change; please check our website www.dfwairport.com/concessions for updates.

IV. GLOSSARY OF TERMS

Airport – Dallas/Fort Worth International Airport

Airport Concessions Disadvantaged Business Enterprise (ACDBE) – A concession that is a for-profit small business concern (1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Concession - (1) A business, located on an airport that is engaged in the sale of consumer goods or services to the public under an agreement with DFW Airport, another concessionaire, or the owner or lessee of a terminal, if other than DFW Airport. (2) A business conducting one or more of the following covered activities, even if it does not maintain an office, store, or other business location on the airport, as long as the activities take place on the airport: Management contracts and subcontracts, a web-based or other electronic business in a terminal or which passengers can access at the terminal, an advertising business that provides advertising displays or messages to the public on the airport, or a business that provides goods and services to concessionaires.

Deplaning Passenger– Passenger exiting an aircraft

DFW – Dallas/Fort Worth International Airport

Enplaning Passenger (Enplanement) – Passenger boarding an aircraft

- **Gross Receipts** (sometimes called Gross Revenues and/or Gross Sales) – All monies paid or payable to the Concessionaire for sales made or services rendered at or from the Premises
- (See draft permit for full definition of Gross Receipts).

Minimum Annual Guarantee (MAG) – The amount proposed and/or agreed to by the Concessionaire, that Concessionaire guarantees as minimum payment per year to DFW.

Percentage Rent – In addition to the MAG, Concessionaires shall pay percentage rent but only to the extent that percentage rent exceeds the monthly installment of MAG, paid in advance for said month or portion thereof.

Street Level Pricing – Refer to **Rules of Business Operation** of the Draft Concession Operating Permit for further information.

V. TERM

The Term of the Concession Operating Permit will be on **Attachment 1**.

VI. DETERMINATION OF NON-RESPONSIBLE PROPOSER

DFW may disqualify a Proposer as non-responsible and its Proposal shall not be considered for reasons including but not limited to the following:

- Reason for believing collusion exists among the Proposers.
- Evidence Proposer has interest in and/or involvement in more than one (1) submitted proposal.
- Where the Proposer, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with DFW, or with either the cities of Dallas or Fort Worth, or where such litigation is contemplated or imminent, in the sole opinion of DFW.
- The Proposer being in arrears on any existing contract or having defaulted on a previous Contract.
- Lack of competency, in the judgment of DFW, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- Uncompleted work that, in the judgment of DFW, will prevent or hinder the prompt completion of additional work if awarded.
- Where the Proposer, or subcontractor thereof, in the judgment of DFW, has failed to perform in a satisfactory manner on a previous contract.
- Where a Proposer or subcontractor thereof has failed to disclose a potential conflict of interest or is discovered to have a conflict of interest in accordance DFW's Code of Business Ethics as applicable.
- Where a Proposer, its subcontractor, or individual officer/principal of the Proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.

VII. DETERMINATION OF NON-RESPONSIVE PROPOSAL

DFW may disqualify a Proposal as non-responsive and it shall not be considered for reasons including but not limited to the following:

- The Proposal shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate Proposals, or irregularities of any kind, in the sole determination of DFW.
- Proposal received after the time limit for receiving Proposals.
- Proposal was not signed.
- Improper or insufficient Proposal guaranty, if required.
- Proposal did not meet specifications.
- Proposal did not contain all requested/required documents, submittals and /or samples.

The Airport is soliciting competitive proposals as the result of the determination that such a process best serves the interests of the Airport, and not because of any legal requirement to do so. The Airport is not bound to award the concession to the highest bidder in terms of revenue or any other factor. The Airport reserves the right to negotiate with a proposer for modification of a successful proposal (including but not limited to alternate concepts, square footage, and/or locations). The Airport reserves the right to reject any or all proposals and to negotiate directly with one or more businesses regardless of whether those businesses submitted responsive proposals in the competitive process.

VIII. INTERPRETATION OF PROPOSAL DOCUMENTS

If discrepancies or omissions are found by any prospective proposer or if there is doubt as to the true meaning of any part of this RFP, please submit a written request for clarification or interpretation to the following:

Procurement Contact: **Sonji Brown-Killyon**
Contracts Manager
sbkillyon@dfwairport.com

IX. PROPOSAL OVERVIEW

By submission of a proposal, the proposer agrees to be legally bound if the Airport accepts the proposal.

The Airport will not be obligated to respond to any proposal submitted, nor will it be legally bound in any manner whatsoever by the receipt of a proposal.

Any and all agreements arising out of proposals submitted hereunder (including any negotiations that follow) will not be binding on the Airport, its officers, employees, or agents unless set forth in a Concession Operating Permit duly executed by the Chief Executive Officer of the Airport or designee following approval by the Airport's Board of Directors in accordance with applicable laws.

The Airport reserves the right to postpone the proposal submittal due date.

Under the laws of the State of Texas, any proposal may be considered a public record after the award of the contract and, except as noted below, will be available for inspection and copying by any person after the award of the contract. The Airport will take reasonable efforts to protect any information marked "confidential", provided that such information meets the criteria of information exempt from public disclosure.

Confidential information may be submitted in a separate envelope, sealed and marked "Confidential Information." Any proprietary or otherwise sensitive information contained in or with any proposal is subject to potential disclosure.

If the proposal is withdrawn after the deadline set for receiving proposals, without the consent of the DFW Airport Vice President of Concessions, the proposal deposit shall be forfeited. Any request for withdrawal after the deadline must be made in writing and may be denied in the Board's sole discretion. Requests in writing must be addressed to the attention of Gregory Spoon, Vice President, Procurement and Materials Management, and sent via fax to 972-973-5608 or email sbkillyon@dfwairport.com.

The period for review after the proposal deadline but before the award may be as long as 90 days, and proposer must be willing to keep the proposal valid for that amount of time.

Proposer agrees that if their proposal is accepted, the proposer shall enter into a Concession Operating Permit in the same form as the **Draft Concession Operating Permit** enclosed as **Attachment 3**. The proposer agrees to execute the permit fourteen (14) days under the submitting entity prior to Board approval. The Proposer also agrees that the proposed location(s) will open upon receipt of Temporary Certificate of Occupancy and/or in accordance with your submitted and approved construction schedule, whichever comes first, in at which time your Rent will begin. Refer to the Draft Operating Permit.

Please note the following requirements that are included in the permit document.

Product Exclusive Rights - The Board may enter into contracts with one or more manufacturers or suppliers granting to said companies certain exclusive rights pertaining to the sale of food, beverages, other products and technologies at the Airport. Concessionaire agrees to include products and technologies of said exclusive supplier or manufacturer in Concessionaire's menu or merchandise list, as applicable. Concessionaire further acknowledges that price ceilings for exclusive rights shall be set by the Board or its designee and shall be reviewed annually for price adjustments. If the Board grants such an exclusive right during the Term of this Operations Permit, Concessionaire shall have sixty (60) days from receipt of written notice to comply with the exclusive right. Concessionaire agrees not to sell, display, advertise, or promote similar products of or from other manufacturers or suppliers unless Concessionaire has first received written approval from the Airport Concessions Department. The approval may be withheld in his/her sole discretion.

Insurance Requirements includes but is not limited to Worker's Compensation, Employer's Liability, Commercial General Liability (CGL), Business Automobile Liability, and Additional Coverage and Limits.

Please see the Draft Operating Permit Exhibit for details. Proposer agrees to use the technology required by the agreement.

X. PROPOSAL GUIDELINES

Late Proposals

Any proposal received after the proposal closing date and time is late and will be rejected by the Airport.

Changes to Proposals

No changes in proposed rent or any changes in service or concept may be made by the proposer after proposal submission, except as specifically provided in this RFP.

Evaluation of Proposal

Each proposal will be evaluated according to the following process:

- The first step in the evaluation process will be to determine whether the proposal conforms to the minimum qualification requirements for evaluation. Those proposals failing to meet minimum requirements may be rejected without further evaluation.
- Proposals not rejected will be submitted to the Selection Committee to be evaluated according to the criteria listed.
 - Proposers may or may not be required to make a presentation to the Selection Committee. This presentation will be to clarify the concept, design, and other pertinent business aspects of their proposal and to respond to questions from the Selection Committee **NOT ALL PROPOSERS WILL BE ASKED TO INTERVIEW; PROPOSALS SHOULD BE ALL INCLUSIVE.**
 - The Airport reserves the right to request a "best and final" offer, if necessary, for the purposes of determining a recommendation.
 - A final proposal rating will be made and notice of award will be given.

Proposal Evaluation Criteria

The proposal evaluation criteria has been established to assist the Selection Committee in determining which proposer will provide the best overall mix of products, service, choice and quality for DFW Airport passengers and employees, as well as revenue to the Airport. The Selection Committee reserves the right to deviate from the evaluation criteria, in its sole discretion. The evaluation categories are as follows:

Criteria	Possible Points
Concept Brand, Sales Potential, Service List, Services, Innovation	40
Customer Experience/Operations Customer Experience, Operational Plans, Management Experience (Staffing and Training),	40
Experience Medical background and/or testing services	15
Rent Percent Rent Offer	5
TOTAL	100

Award Limit

All proposers are subject to the DFW Airport Concession Policy, which states that no one concessionaire (including related entities, e.g., entities owned or controlled by the same persons or within the first degree on consanguinity or affinity to the same person) may own, control, manage or operate more than twenty five percent (25%) of concession lease locations for any line of business (e.g., twenty five percent (25%) food & beverage and twenty five percent (25%) specialty retail), and no one concessionaire may own, manage or operate more than twenty percent (20%) of all concession locations.

Submitting Proposals

The proposal package must be submitted in its entirety as a single proposal. Each proposal must be inclusive of all component documents referenced in the RFP.

If an Entity proposes on more than one package, a proposal specific to that package must be submitted and inclusive of all component documents referenced. A proposal deposit is required for each package.

In the event multiple entities propose the same brand within a package, the Airport will require documentation from the brand indicating their preferred entity. The Airport reserves the right to disqualify the remaining entity (entities) with the same brand in that package.

XI. PROPOSAL PREPARATION INSTRUCTIONS

Proposal Submittals

This information will be used by the Selection Committee to conduct a review of your proposal. If the proposer has additional information that will help the Selection Committee understand the unique differences between your company's proposal and other proposals, please include that information. All proposals, including additional information or materials, become property of DFW Airport upon submittal.

Responses to the requests in this section must be in full and complete answer form, numbered consecutively, with all requested information attached. Provide as much written text as you feel is necessary to effectively communicate your company's qualifications, subject to the page limitations set forth for each section.

Proposers may be asked to revise, clarify or provide additional information during the proposal review process. These requests will require immediate action and must be answered in writing within two (2) business days.

The proposal submittal will consist of the following documents in the sequence shown below.

- Tabs to identify each part of the proposal must be inserted to facilitate quick reference.
- Proposers will submit eight, three-ring binders,
 - One original, marked "**Original**", and seven identical copies.
- Original should contain rent section and a financial section. Please place these elements in a separate envelope.
- The seven copies should include all sections included in the original except for the rent and financial sections.
- Note the package number on the cover of each proposal. Example: Label proposals on the front cover as "Original" or "Copy 1 of 7", "Copy 2 of 7," etc.
- An electronic copy of the Original Proposal should be included on a disk or thumb drive, saved in an Adobe PDF format. Please note the package number on the cover of each proposal.

- Electronically submitted proposals will not be accepted.
- Proposal should not exceed a total of sixty (60) pages in length, 11-point font, single-spaced, single sided or thirty (30) pages double sided.
- Exhibits, Merchandise/Services List, Design, Financial Information, and ACDBE and M/WBE Participation pages are not counted toward the page limit.

Proposals must include an electronic version of the proposed concept's logo and menu(s) in either eps or high-res jpg format of 300 dpi or greater. However, proposals should not include videos, sample products, or any other collateral. The eight (8) binders should be submitted in one or two cardboard boxes and should not be enclosed in additional cases of any kind.

A Proposer Checklist, Exhibit H, is included for your reference. This exhibit provides an overview of the information required.

Additional Information:

It is advised to use the **Exhibit H: Proposal Checklist** to validate that all required information has been included with each proposal package.

XII. MINIMUM QUALIFICATION REQUIREMENTS

All minimum qualification requirements noted in this section must be met for a proposal to be reviewed and considered by the Selection Committee.

Proposal Deposit

Proposer must submit a proposal deposit in the amount of Five Thousand Dollars (\$5,000) in the form of a certified check or cashier's check per proposal package regardless of the number of locations included in each package.

Include the package number as a reference on the bottom of the certified check or cashier's check per proposal.

1. Proposal deposit must be made payable to DFW International Airport Board.
2. All deposits should not expire in less than 240 days from the proposal due date.
3. All deposits will be cashed upon receipt.
4. Proposal Deposit should be inserted in the original copy of the proposal.
5. If you are notified that you have been unsuccessful or disqualified, your deposit will be returned. If you are the proposer selected to operate at the Airport, your deposit will be held as a security/performance deposit.
6. If the Airport and the successful proposer enter into and execute a Concession Operating Permit, but the proposer fails to furnish the required bond(s) and insurance certificate(s) prior to issuance of a construction permit, said Concession Operating Permit shall be considered breached and the proposer's proposal deposit shall be forfeited as liquidated damages. Further, all rights and/or claims upon the concession space or pursuant to the Concession Operating Permit shall be immediately forfeited by proposer.
7. For accurate processing, proposers **MUST** register with DFW Airport's iSupplier. Visit www.dfwairport.com/procurement and click on Supplier Registration in the menu at the top for instructions.

Proposal Acknowledgement Form

Proposers shall include a properly executed **Proposal Acknowledgement Form, Exhibit A**.

1. This form must be **signed** and **notarized**.
2. The original copy of the proposal should include the original Proposal Acknowledgement Form, the proposal deposit, and **Attachment 1**, completed and signed with the proposed percent rent.

Concessions Business Disclosure Form

Proposer shall complete the **Concessions Business Disclosure Form, Exhibit B** for the proposing entity and for each entity partner. All individual owners must be listed. For example, if the Proposer is comprised of two members, the entity will be required to complete three forms, one for the combined proposing entity and one for each entity partner. This page will provide company, contact information and ownership interest breakdowns. Assumed names must also state official company names.

Concept Fit

Proposer must propose a concept in the same sub-category as required by the package. Please read the concept description to understand what will be evaluated.

Financials

Proposer must submit documents requested in Section XII, Tab 2.3. Provide how your company will fund the proposed service, including submission of a letter from any entity listing as a funding source on **Estimated Investment, Exhibit C**.

Rent

Proposed percentage rent(s) must be within the stated ranges listed in each package unless otherwise stated on the package description. Tiered or graduating percentages will not be accepted unless outlined on the concept description form.

ACDBE & M/WBE Goal

The DFW International Airport's Business Diversity and Development Department (BDDD) will review submissions and determine if Proposers have met, or made a good faith effort to meet, the ACDBE & M/WBE requirements. BDDD's determination is final.

All minimum qualification requirements noted in this section are pass/fail and must be met for a proposal to be reviewed and considered by the Selection Committee.

XII. PROPOSAL EVALUATION CRITERIA

Executive Summary

Provide an executive summary which answers each of these questions regarding how you are the best operator for DFW Airport. This section is your opportunity to communicate your company's abilities and your concept strengths to DFW, and should highlight key information regarding your proposal including:

1. The entity, concept, or brand being proposed.
2. What comparable experience does your company have in operating this concept or similar concepts?

TAB 2.1 - Concept

A) Brand

1. Provide information for this concept in detail to clearly define the proposed concept/brand. Answer the following questions as they relate to the proposed concept(s)/brand(s):
 - Who are the personnel staffing the location? Are the personnel licensed professionals?
 - What type of tests do you utilize?
 - What is the cost per test out of pocket for the customer?
 - Do you accept health insurance for passengers and/or employees? If, yes, list the acceptable health insurance.
 - How does the customer receive their results, and what is the turnaround time? **(Note: a hard copy of the test results must be available in the approved governing agencies forms)**
2. What is your concept's/brand's competitive advantage versus other similar concepts?
3. Year-over-Year Sales growth over the past 3 years, submit a **Summary of Financial Statements, Exhibit E**
4. Provide any additional information about your concept/brand to DFW International Airport.

B) Service List

Proposer must submit a proposed services list with prices for each location within the package. This submittal must include all products that will be sold at the Airport location(s). If the volume of items to be sold in the location makes this cumbersome, price ranges for the anticipated top 25% of SKUs by sales volume in each product category must be provided.

The services list must include:

- a. Services
- b. Product type and brand name – if applicable;
- c. Product size - if applicable;
- d. Testing Prices

All prices must adhere to the Airport's street-pricing policy. Refer to Rules of Business Operation of the Draft Concession Operating Permit for further information.

Final price lists will need approval by Concessions prior to opening of the location.

C) Innovation

Describe how your concept will capitalize on emerging technology trends and customer experience enhancements

1. How will you utilize technology to advance your service?
2. How will incorporating these features drive revenue or increase customer service?
3. What technology advances, if any, will be utilized to assist with the operation of the location?
4. How will you address any other medical needs?

D) Customer Experience/Operations

DFW Airport relies on excellent customer service, which can be achieved through enthusiastic interaction with passengers, innovation, and technology, while providing a welcoming ambience. Consistently delivering exceptional customer experience attracts new patrons and enhances customer loyalty.

1. Explain how your company ensures an outstanding customer experience.
2. Explain how your company will treat a positive COVID-19 passenger/employee? Who bears the cost? Will your company have a separate area within your location for passengers/employees who test positive?
3. How will your company decontaminate the waiting and medical areas in the event of a positive case?
4. It will be the responsibility of the concessionaire/clinic to work with all airline partners at DFW Airport. How will you work with airlines when their passenger tests positive? What is your communication process?
5. Do you have a transportation process in place for COVID-19 positive passengers? If so, explain your process.
6. It will be the responsibility of the concessionaire/clinic to work with governing agencies representing states and countries on specific tests acceptance. Explain your process on working with the different types of governing agencies.
7. It will be the responsibility of the concessionaire/clinic to notify the Tarrant County Health Department and CDC of any positive tests. Explain your communication process.
8. If a vaccine becomes available, explain how your company will administer the vaccine(s) at DFW airport. How will your company administer the 2nd round of vaccines?
9. Will other inoculations, such as flu vaccines, be administered?

E) Operations Overview

This section provides the opportunity for the proposer to clearly communicate why they are the best operator, and to demonstrate their ability to develop and manage the proposed operation.

1. Describe processes and procedures for providing high overall location standards and customer service, including:
 - a. Cleanliness Standards
 - b. Decontamination process
 - c. Restocking
 - d. Customer Service Standards
 - e. Facility Maintenance
 - f. Storage Needs
2. Would you need an on-site lab for faster testing results?
3. Do you need a satellite location?
4. Provide information demonstrating operational excellence.
 - a. Customer Satisfaction Surveys, if applicable.
 - b. Current Landlord Operation Reviews, if applicable.
 - c. If none of the above applies, provide other examples/explanations that demonstrate operational excellence.

F) Management Experience (includes Management/Staffing)

Proposers are asked to submit sufficient information to allow the Selection Committee to evaluate how the management structure and operating plan will achieve the Airport's goal of delivering world-class customer service.

Proposer must provide a history of the proposer and if applicable, Joint Venture partners' relevant experience in the operation and ownership of the proposed concept.

This section provides the opportunity to clearly communicate how you believe you are the most experienced operator. This section must include the following information:

1. Number of years of proposer's relevant experience in operating in the proposed subcategory and the scope of experience.
2. State the number of locations operated and the average gross sales for locations.
3. Degree of relevant experience in operating in a non-traditional environment, if applicable (i.e. Airports, Stadiums, Universities, etc.).
 - a. Proposer shall describe elements from past non-airport venues that are transferable to working at the airport, and identify the characteristics differentiating traditional operations versus airport operations.
 - b. Proposer shall describe any experiences working in an airport environment, if applicable.
 - c. If you do not have non-traditional experience, provide information how your Management experience will achieve the Airports goals.

Proposer must provide resumes of all owners and partners and management that will have responsibility for the DFW location(s). Additionally, Proposer must submit:

1. Organization/Staffing Chart showing reporting structure, management/operating committees (if applicable), names of owners, partners, management, supervisors, and staff.
2. Describes key individuals including ACDBE partners, their specific roles and responsibilities
3. Training Programs both in orientation and on-going to ensure employees full understanding of their duties and expectations.
4. Proposer must describe historical customer service standards and commitment to service excellence.

G) Experience

This section provides the opportunity to communicate your company's experience in the medical background and/or testing services.

1. Explain your company's number of years in the medical background and/or testing services and the scope of experience.
2. Provide any other additional information relating to your experience.

H) Location Design

Provide feedback regarding our proposed design layout for each location (**Attachment 4 - COVID-19 Testing Centers**). Additional work requested will be taken under advisement but may not be accepted by the Airport Board.

1. Describe the overall look and feel of the location; the overall floor plan.
2. Identify any environmentally friendly materials or processes that will be utilized.
3. Illustrate any innovative elements you will incorporate such as digital and dynamic features, interactive features, in-store technology, etc.
4. Describe your plan for signage at each location.

I) Sustainability Plan

Provide information on your current and/or proposed Sustainability program, including the following the questions:

1. How will you address bio-waste, needles and disposal of chemicals?
2. What steps will be taken to reduce landfill waste in your operations?
3. What products (cleaning products, etc.) and equipment will you use in daily operations that support sustainability?

TAB 2.2 - Rental Income to the Airport

Proposer must complete the **Attachment 1** – Package, Permit Exhibits and Rent Proposal Acknowledgement with proposed percentage rent for each category and sign **Attachment 1**. Proposer must complete **Attachment 2**, Sales Expectation, for the proposed package.

Rent evaluation will consider not only percentage rent offered, but also overall revenue potential in relation to product offerings and/or brand.

TAB 2.3 - Financial Information

The following information is needed for proposal evaluation:

1. Proposer shall complete the **Estimated Investment, Exhibit C**.
2. Proposer shall complete the **Pro Forma, Exhibit D**.
3. Proposer shall complete the **Summary of Financial Statements, Exhibit E**.

TAB 2.4 – ACDBE and M/WBE Participation

Questions regarding the completion of the ACDBE and/or M/WBE requirements should be directed to the Procurement Contact:

Procurement Contact: **Sonji Brown-Killyon**
Contracts Manager
sbkillyon@dfwairport.com

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

It is the policy of DFW International Airport that Airport Concession Disadvantaged Business Enterprises (“ACDBE”) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. DFW has developed and implemented an ACDBE program as required under Department of Transportation 49 CFR Part 23. The ACDBE program objective is to ensure full and fair access to concession opportunities for *all* businesses and in particular for ACDBE businesses. Contracts pertaining to the concession program at DFW are subject to the requirements of 49 CFR Part 23 and the Airport’s ACDBE Policy and Program requirements and Contract Provisions. The Airport’s Vice President of BDDD has been delegated as the ACDBE Liaison Officer. In that capacity, the Vice President is responsible for compliance with all aspects of the ACDBE program.

The Vice President of BDDD has established an annual ACDBE goal for the Airport and package-specific goals for these solicitations. See Package documents and descriptions for individual goals.

The ACDBE goal is a percentage of annual gross receipts for each package. The Vice President will determine whether the proposer’s proposal for meeting each package-specific goal or Good Faith Effort to meet the goal is responsive at the time the proposal is submitted.

Each Proposer must comply with the terms and conditions of the Policies in making its proposal and, if awarded the Contract, in performing all work thereunder. A proposer’s failure to comply with any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render its proposal non-responsive and may constitute cause for rejection up to and including non-compliance on outstanding joint venture agreements.

1. Responsive; compliance with requirements. If a proposal meets the package-specific goal or shows an adequate good faith effort in accordance with the Policies, then BDDD shall notify the procuring department to regard the proposal as responsive.
2. Non-Responsive; failure to meet requirements. If a bid/proposal subject to a Contract Specific Goal does not provide the necessary information, documentation or forms outlined in the M/WBE Program Policy and Administrative Procedures, then BDDD shall notify the procuring department to regard the bid/proposal as non-responsive. Such determination shall result in no further consideration of the bid/proposal by the Airport and is not appealable.

The proposer may meet its ACDBE participation commitment utilizing any combination of options listed below all of which require proof of ACDBE certification by BDDD. **The ACDBE certificate or certification letter must be submitted at the time of proposal submission.**

Describe how you will meet or make a good faith effort to meet the Airport's ACDBE participation goals for this RFP. For each ACDBE, provide a complete description of the nature of their participation, experience and qualifications. (If the ACDBE goal established is 0%, this subsection may be omitted; however, the Board encourages ACDBE participation through other means.)

The options for meeting this commitment are:

1. **100% ACDBE Participation:** For this option, the proposer is solely owned and operated as a certified ACDBE firm. Complete **Exhibit F-1: ACDBE Commitment Form** and provide **ACDBE Certificate(s)**. Submit with the proposal submission so that the proposed option is approved by the Vice President at the time proposal is submitted.
2. **Percentage Participation:** For this option, a percentage of the business is designated to be owned, operated and/or maintained by a certified ACDBE through a sub-lease, management, operating and/or franchise agreement. If the proposer plans to participate in a partnership with a certified ACDBE firm, the proposer must complete **Exhibits F-1: ACDBE Commitment Form, F-2: ACDBE Intent to Perform, F-4: ACDBE Concessionaire Information** and provide a **Draft Partnership Agreement** and **ACDBE Certificate(s)**. Submit with the proposal submission so that the proposed option is approved by the Vice President at the time proposal is submitted.

3. Percentage Participation by way of a Joint Venture Agreement (**JOINT VENTURES ARE NOT AN OPTION FOR MULTI – LOCATION CONCEPTS UNLESS WAIVED IN WRITING BY the Vice President or designee of BDDD prior to proposal submission.**):
 - a. For this option, a proposer enters into a joint venture agreement with a certified ACDBE partner, in which the ACDBE partner has financial risk and reward commensurate with the ACDBE participation goal for this concession opportunity. For example if the ACDBE goal is 35%, then the ACDBE concessionaire’s risk in terms of investment in the operation and anticipated upside (reward) must be no less than 35%. If the proposer plans to participate in a joint venture with a certified ACDBE firm, the proposer must complete **Exhibits F-1: ACDBE Commitment Form, F-2: ACDBE Intent to Perform, F-4: ACDBE Concessionaire Information**, and provide a **Draft Joint Venture Agreement and ACDBE Certificate(s)**. Submit with the proposal submission so that the proposed option is approved by the Vice President at the time proposal is submitted and prior to Board Approval.
 - b. Joint Venture Agreements: For purposes of ACDBE participation, joint venture entities are not certified as ACDBEs. Draft Joint Venture Agreements shall be specific to the proposed concept and location. If proposer has a DFW-approved Joint Venture Agreement from a recent (2012-2014) award, proposer has the option to submit a new joint venture agreement specific to the proposed concept and location or add the new location via an amendment to the DFW-approved joint venture agreement on file only if there is no change in ownership interest percentages and roles and responsibilities. Proposer shall not submit a copy of a previously approved joint venture agreement applicable to a different location and not outline the ownership roles and responsibilities applicable to the proposed concept and location.
4. **Percentage of Goods/Services towards Vendor Purchases:** For this option, the proposer designates a percentage of the gross revenue that will be committed to the purchase of goods and services from ACDBE certified vendors. A list of ACDBE-certified vendors may be obtained from the Airport’s online D/S/M/WBE Directory:

<https://dfw.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=dfw&XID=5886>

5. **Other Legal Arrangement.** For this option, the proposer may propose some other legal arrangement so long as it meets the eligibility standards in 49 CFR Part 23.

Options 2-5 will require BDDD approval.

Note: All firms upon which ACDBE certification is being relied, whether as proposer, JV partner, goods and services provider, sub concessionaire, subcontractor or any other arrangement, must be certified as an ACDBE at the time the proposal is submitted.

The amount and type of ACDBE participation proposed will become a firm commitment upon execution of BDDD approval, Lease Agreement/Board Approval and will be monitored by BDDD. The proposer agrees, as an expressed condition of its performance, to comply with the requirements of 49 CFR Part 23 and the appropriate provisions under the lease agreement. Proposer acknowledges that its failure to comply with these requirements may be a material breach of the Lease, and could result in suspension of the right to operate, termination, or such other remedy, as the Board deems appropriate.

ACDBE and/or M/WBE GOOD FAITH EFFORTS

(Reference Exhibit F-3: ACDBE or M/WBE Good Faith Effort Plan)

The Department of Transportation 49 CFR Part 23 provides for the adoption of a good faith effort (GFE) to be administered by the DFW Business Diversity & Development Department (BDDD). In order to comply with the proposal requirements of Part 23, a proposer shall either meet the specific ACDBE goal for this concession opportunity, or in the alternative, demonstrate that the proposer has made sufficient good faith efforts to meet the goal in accordance with the good faith effort provisions of Part 23 detailed below.

Documentation, **Exhibit F-3: ACDBE and/or M/WBE Good Faith Effort Plan**, must be completed and submitted with the proposal submission to support your good faith efforts. The submission of good faith efforts documentation is a matter of responsiveness and shall include a specific response to each of the criteria as outlined with the bid or proposal. Submission of a Good Faith Effort Plan with no additional support documentation is not evidence of a proper good faith effort. A Proposer shall supplement its responses to include any additional information with the proposal it believes may be relevant. Failure of the Proposer to

demonstrate adequate good faith efforts as to any one of the categories shall render the overall good faith showing insufficient and the proposal non-responsive.

Modifications/Substitutions: Proposer shall also make a good faith effort to replace an ACDBE included in the Request for Proposal submission that has failed to complete its concession arrangement, joint venture commitment, lease, sublease or subcontracting arrangement with a certified ACDBE, to the extent needed to meet the concession specific goals. All modifications/substitutions, and terminations must follow FAA's CFR 49, part 26 requirements.

If a Proposer proposes to terminate, substitute or modify the participation of an ACDBE Joint Venture partner, team member, subcontractor or sub-concessionaire prior or after Lease award, prior to such change, the Proposer shall immediately submit for review and prior approval, to the ACDBE Liaison Officer, reasonable documentation regarding the proposed change in the ACDBE participation. Proposer shall include the specific reasons for the change in ACDBE participation and must produce any and all documents and information regarding the proposed change.

Compliance/Reporting: Proposer shall also comply with the requirements of this section regarding any proposed change(s) in ACDBE participation arising from or relating to any assignment, sublease, or transfer of the obligations under this Lease.

Proposer shall timely submit reports and verifications within ten (10) business days as requested by the Board and shall provide such financial information or other information deemed necessary by the Board to support and document the ACDBE commitment for this Lease. Also, the Proposer shall timely submit reports and verifications within ten (10) business days as requested by the Board and shall provide such financial information or other information deemed necessary by the Board to support and document the M/WBE

ACDBE Resources: Federal regulations, joint venture guidance, sample language, templates and examples are available online:

http://dfwairport.com/bdd/P1_047772.php

Geographic Preferences: 49 CFR Part 23.79 does not permit recipients of federal funds to use local geographic preferences. For purposes of this section, a local geographic preference is any requirement that gives an ACDBE located in one place (e.g. our local area) an advantage over ACDBEs from other places in obtaining businesses as, or with, a concession at DFW Airport.

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) REQUIREMENTS

The Airport Board has adopted a policy which establishes a goal for the participation of Minority/Women Business Enterprises (M/WBEs) in the design and construction finish outs/improvements by tenants and concessionaires. **The M/WBE package-specific goal established for design and construction is 30% for each location.**

The successful proposer will be responsible for meeting each goal or making good faith effort to meet the goal and, explore all available options to achieve, to the maximum extent practicable, the goal through design and construction associated with the finish out of each location and the purchases of goods and services used in the daily operations. Post award, completed utilization forms must be on file before a notice to proceed is issued by the Airport for construction of improvements.

If the proposer proposes to meet and/or exceed the M/WBE goal, the proposer must complete **Exhibit F-5: M/WBE Commitment Form and Compliance Plan** contained in this RFP and submit with proposal.

Proposer must describe how you propose to meet, or made a good faith effort to meet, the Airport's M/WBE participation goal for the RFP.

Include projections for M/WBE participation; identify possible trades, goods and services; include list of potential M/WBE firms and a description of the procurement process which will be utilized to ensure M/WBE firms are extended an opportunity for participation. Identify a point of contact that will be responsible for managing the diversity participation for this commitment.

CERTIFICATION REQUIREMENTS

If claiming ACDBE or M/WBE participation, certificates for all certified firms shall be included with the Proposal submission.

While 49 CFR Part 23 is mandatory to airports that receive federal funds, it is not mandatory that a minority firm be certified as an ACDBE or M/WBE in order to be awarded a concession contract. However, in order to credit the participation of an ACDBE or M/WBE towards the goal stated in the RFP, the Airport requires that ACDBE or M/WBE firms be certified by an approved certification entity at the time of proposal submission.

1. Approved entities for ACDBE:
 - a. North Central Texas Regional Certification Agency (NCTRCA)
 - b. U.S. Department of Transportation-approved Unified Certification Program- Texas Unified Certification Program (TUCP).
2. Approved entities for M/WBE certifications include:
 - a. North Central Texas Regional Certification Agency (NCTRCA)
 - b. D/FW Minority Supplier Development Council
 - c. Women's Business Council Southwest

**Exhibit A: Proposal Acknowledgement Form
Dallas/Fort Worth International Airport**

The proposer acknowledges that he/she has carefully examined the RFP, the attached draft Concession Operating Permit and the enclosed exhibit(s) for the proposed Concession(s).

The proposer accepts all of the terms and conditions of the RFP including the draft Concession Operating Permit. The proposer understands the Concession Operating Permit is not negotiable.

The proposer or joint venture, if applicable, acknowledges that if the proposal is accepted, he/she will contract with the Airport pursuant to the attached Concession Operating Permit. The proposer will sign the Concessions Operating Permit under the submitting entity within fourteen (14) days prior to Board approval, or Concessions will proceed to the second recommendation and the proposal deposit will be forfeited.

Proposers must take all approved package locations.

I affirm that all of the facts set forth in the proposal are true and correct, and that all projections are based on good faith estimates.

I affirm that I have read the Package Description and understand the requirements. I affirm that I have read and reviewed the Proposal, the Pro Forma, and all other required Exhibit documents, and agree to the Draft JV Agreement.

I affirm that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to rent, terms or conditions of said proposal have not been communicated by the undersigned, not by any employee or agent to any other proposer or to any other person (s) engaged in this type of business prior to the official opening of the proposal.

Proposal Package _____

Name of Proposer: _____

Entity 1 (Owner/Owner Representative): _____ Date: _____

Printed Name of Owner: _____

Entity 2 (Owner): _____ Date: _____

Printed Name of Owner: _____

Entity 3 (Owner): _____ Date: _____

Printed Name of Owner: _____

Entity 4 (Owner): _____ Date: _____

Printed Name of Owner: _____

Entity 5 (Owner): _____ Date: _____

Printed Name of Owner: _____

Attach additional sheets if necessary for all owners.

Subscribed and Sworn to before me this _____ day of _____ 2021

Exhibit B: Concessions Business Disclosure Form

Filling out a Concessions Business Disclosure Form for the DFW International Airport Board

1. Please make sure you have the correct version of the form, it should read **“Issue Date 10/13”** in the bottom right corner.
2. Use 10 pt. font with no bold, italicized or underlined words on the form.
3. Please make sure you include your entire business name on the form and it matches what is listed on your contract.
4. If you are a corporation, limited partnership, limited liability partnership or Limited Liability Company, your business name should include that designation or an abbreviation of that designation.
5. If the mailing address is the same as the business address, write “Same” in the space under mailing address. Do not copy the mailing address or leave blank.
6. Do not bold or underline the web or email addresses.
7. Please ensure the contact person’s information is up to date.
8. Under business structure check only one box. The next section is filled out **only** if your company is a corporation.
9. If your business is a corporation, check the box for profit or nonprofit, and public or private. These boxes must be checked. (Hint: to make an “x” just double-click on the box and select the “checked” option). If you are an S corporation, professional, parent-sub, or close “x” the appropriate box as well.
10. The state, month and year of your company’s incorporation, registration or formation ALWAYS needs to be filled in. This is either the date you registered with the County Clerk, or filed with the Secretary of State.
11. List the names of **ALL Investors with a financial interest or other ownership interest** in the company. If the company is publicly owned please list the stock exchange it is traded on and the symbol. If your company is traded on a foreign exchange please name the foreign exchange is traded on.
12. Fill in names of Joint Venture owners if applicable.
13. **The percentage of ownership needs to be filled in unless the company is publicly traded. ALL of the Investors with a financial interest or other ownership interest in the company need to be listed with their corresponding percentages of ownership in this space. Please use whole or half numbers. NOTE: Attach a copy of the Certificate of Formation or Joint Venture Agreement, if applicable.**
14. The form should be accurate as of proposal submittal date.

DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD CONCESSIONS BUSINESS DISCLOSURE FORM



It is recommended this form be completed by a governing person, governing authority, or legal counsel.
Information about Entity Submitting Bid/Proposal/Offer
 (This information must match the information provided on the Bid/Proposal/Offer).

Package Number: _____

Business Name:					
Business Address:			Mailing Address:		
City	State	Zip	City	State	Zip
Business Web Address:					
Business Phone:			Business Fax:		
Contact Person:			Contact's Phone No.:		
Contact's E-Mail Address:					

I. Entity Ownership Information
 (Check the appropriate box and provide requested details below.)

Business Structure: (Please check only one box) <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation ("C")					
IF CORPORATION, please check all the type(s) below that are applicable: <input type="checkbox"/> For Profit <u>or</u> <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public <u>or</u> <input type="checkbox"/> Private <input type="checkbox"/> S Corporation <input type="checkbox"/> Professional <input type="checkbox"/> Parent-Subsidiary <input type="checkbox"/> Close					
State of Incorporation, Registration or Formation: State: _____ Month: _____ Year: _____					
Name(s) of Owner(s), Partners or Owner of DBA (include ALL investors with a financial interest or other ownership interest). Please indicate if any such individual(s) were employed by DFW Airport and the dates employed:					
Name(s) of Joint Venture Participants (include ALL investors with a financial interest or other ownership interest). Please indicate if any such individual(s) were employed by DFW Airport and the dates employed:					
<u>UNLESS PUBLICLY TRADED</u> list all individuals, partnerships, corporations or other legal entities having ownership interests in the business <u>and indicate their percentage of ownership</u>. Please indicate if any such individual(s) were employed by DFW Airport and the dates employed. Attach additional sheets if necessary. NOTE: Attach a copy of the Certificate of Formation or Joint Venture Agreement.					
Form Completion Date: _____					

Failure to properly complete and submit this form with the bid/proposal/offer may cause the bid/proposal/offer to be considered non-responsive.

Concept Name:															
Concession Location (✓)															
	A		B		C		D		E		E Satellite		RCC		Other
Concession Type (✓)															
	Food and Beverage				Passenger Amenities				ACDBE Goal Assigned		%				
	Retail				Other				M/WBE Goal Assigned		%				

Concept will be Owned by the Following Entities: (Attach additional sheets if necessary)

Concept will be Owned by the Following Entities: (Attach additional sheets if necessary) The total sum of all Percentage should be 100%				
Entity	Owner	Percentage (%)	Are you related to other owners? (Y or N)	Relationship status; e.g. spouse, cousin, child etc.
1				
2				
3				

Entity 1 Information: (Attach additional sheets if necessary)						
Entity 1	Owner	Percentage (%)	Are you related to other owners? (Y or N)	Relationship status; e.g. spouse, cousin, child etc.	Email	Phone Number

Entity 2 Information: (Attach additional sheets if necessary)						
Entity 2	Owner	Percentage (%)	Are you related to other owners? (Y or N)	Relationship status; e.g. spouse, cousin, child etc.	Email	Phone Number

Entity 3 Information: (Attach additional sheets if necessary)						
Entity 3	Owner	Percentage (%)	Are you related to other owners? (Y or N)	Relationship status; e.g. spouse, cousin, child etc.	Email	Phone Number

Exhibit C Part 1: Estimated Investment – Initial

- Initial Investment upon Award

Proposer _____

Estimated Investment

Improvements \$ _____

Furnishings, Fixtures and Equipment \$ _____

Working Capital \$ _____

Initial Inventory \$ _____

Other (specify in notes section below) \$ _____

Total Investment \$ _____

Financing by Source _____ \$ _____

_____ \$ _____

_____ \$ _____

Equity \$ _____

Equity as a Percent of Total Investment _____ %

Total Investment \$ _____

Notes

Exhibit C Part 2: Estimated Investment – Over Life of Contract

- Include total costs estimated for the Term of the Agreement to include scheduled Renewal Program and/or Equipment) with a timeline of Renewal or Replacement of equipment on a separate page.

Proposer _____

Estimated Investment

Improvements \$ _____

Furnishings, Fixtures and Equipment \$ _____

Working Capital \$ _____

Initial Inventory \$ _____

Other (specify in notes section below) \$ _____

Total Investment \$ _____

Financing by Source _____ \$ _____

_____ \$ _____

_____ \$ _____

Equity \$ _____

Equity as a Percent of Total Investment _____ %

Total Investment \$ _____

Exhibit D: Pro Forma

Describe your company's projection of sales and expenses for the first three years of operation. Include explanations with respect to any increase or decrease.

Note Year	Year 1	Year 2	Year 3
Total Sales	\$	\$	\$
Percent Change in Sales vs Prior Year	%	%	%
Total Cost of Sales	\$	\$	\$
Percent of Sales	%	%	%
Gross Income	\$	\$	\$
Percent of Sales	%	%	%
Total G&A Expenses	\$	\$	\$
Percent of Sales	%	%	%
Income Before Fixed Costs	\$	\$	\$
Percent of Sales	%	%	%
Total Occupancy Costs	\$	\$	\$
Percent of Sales	%	%	%
Earnings Before Interest, Taxes, Depreciation and Amortization	\$	\$	\$
Percent of Sales	%	%	%
Percentage of Gross Receipts	\$	\$	\$
Minimum Annual Guarantee	\$	\$	\$
Sponsorship Fee(s)	\$	\$	\$
Total Revenue to Airport	\$	\$	\$

Please complete Attachment 2 – Sales Expectation Information with explanations of Year 1 Sales drivers and assumptions. Please explain your Exhibit D Pro Forma Year 1 sales expectations and what factors were used in those calculations. Please indicate what average ticket price and transaction volume assumptions were used in calculating your projected Year 1 sales.

Exhibit E: Summary of Financial Statements

Proposer _____

Proposal Package _____

Location(s) _____

Year	2017	2018	2019
Total Assets	\$	\$	\$
% Change in Assets to Prior Year	%	%	%
Long Term Liabilities	\$	\$	\$
% Change in LTL to Prior Year	%	%	%
Short Term Liabilities	\$	\$	\$
% Change in STL to Prior Year	%	%	%
Net Worth	\$	\$	\$
% Change in Net Worth to Prior Year	%	%	%
Annual Sales	\$	\$	\$
% Change in Annual Sales to Prior Year	%	%	%
Operating Income	\$	\$	\$
% Change in Operating Income to Prior Year	%	%	%
Principal Business			
Number of Employees			
Number of Locations			

**Exhibit F-1: Airport Concessions Disadvantage Business Enterprise (ACDBE)
COMMITMENT FORM**

(This form is required as part of your proposal submission.)

The ACDBE goal for this concession package is ____%

NOTE: *The BDDD will only credit ACDBE participation that is certified by an approved certification entity at the time of proposal submission.*

The undersigned concessionaire/vendor has satisfied the requirements of the proposal specifications in the following manner (Please check (✓) only one box):

- 100% Self-Performance: The proposer, a certified ACDBE firm and sole concessionaire, is committed to meeting or exceeding the ACDBE goal through 100% self-performance. *(If checked, must submit required ACDBE certificate).*
- Percentage Participation: The proposer is committed to meeting or exceeding the ACDBE goal, with a minimum of ____% ACDBE participation on this concessions package. *(If checked, must submit required Exhibits F-2, F-4, Draft Partnership Agreement and ACDBE certificate(s)).*
- The proposer is unable to meet the ACDBE goal and is committed to a minimum of ____% ACDBE participation on this concessions package and submits documentation demonstrating good faith efforts. *(If checked, must submit required Exhibits F-2, F-3, F-4, Draft Partnership Agreement and ACDBE certificate(s)).*
- The proposer is unable to meet the ACDBE goal and submits documentation demonstrating good faith efforts. *(If checked, please refer to Exhibit F-3 for documentation required).*

Name of Proposing Entity: _____

Name of Authorized Representative or Designee: _____

Title: _____

Signature _____

Exhibit F-2: ACDBE Intent To Perform
*(This form is required as part of your proposal submission,
except for 100% ACDBE participation.)*

NOTE: An ACDBE Intent To Perform must be submitted for all ACDBEs listed and attach a copy of the ACDBE Certificate for each ACDBE.

Name of Concession/vendor firm _____

Address: _____

City: _____ State: _____ Zip _____

Telephone: _____ E-mail address _____

Name of ACDBE Firm: _____

Address: _____

City: _____ State: _____ Zip _____

Telephone: _____ E-mail address _____

Description of Goods and Services or work to be performed by ACDBE firm:

The Concessionaire is committed to utilizing the above named ACDBE for the goods and services or work described above. The estimated dollar value and percentage of this work is
\$ _____ . _____ %

NOTE: The ACDBE goal is expressed as a percentage of the total gross dollar value of the proposed concession awarded to ACDBE

AFFIRMATION:

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the concession contract. I further attest that the above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
Concessionaire Signature Title

By: _____
ACDBE Signature Title

09/30/2020

EXHIBIT F-3: ACDBE and/or M/WBE GOOD FAITH EFFORT PLAN

Please read these instructions carefully before completing the required Airport Concession Disadvantaged Business Enterprise (ACDBE) and/or Minority/Women Business Enterprise (M/WBE) Good Faith Effort Plan. These instructions are designed to assist proposers prepare the required detailed and complete good faith effort information.

To be eligible to be awarded a concession that has concession specific goals; proposers must make good faith efforts to meet the goals. A proposer may do so either by obtaining enough ACDBE and/or M/WBE participation to meet the goal or by documenting that it made sufficient good faith efforts to do so. Examples of good faith efforts are found on **Exhibit E-3 Good Faith Effort Factors** page. The Airport treats proposer's compliance with good faith efforts requirements as a matter of responsiveness. Each solicitation for which concession specific goals have been established will require the proposer to submit support documentation which addresses each of the factors outlined in the **Good Faith Effort Factors** page.

Administrative Reconsideration 26.53(a)

Within two calendar days of being informed by The DFW International Airport that it is not responsive because it has not documented sufficient good faith efforts, a concessionaire may request administrative reconsideration. Concessionaire should make this request in writing and send it via overnight courier to the following reconsideration official:

**Linda Valdez Thompson
Executive Vice President, Administration and Diversity
DFW International Airport
2400 Aviation Drive – 1st Floor
DFW Airport, Texas 75261
972-973-5600**

The reconsideration official will not have played any role in the original determination that the concessionaire did not document sufficient good faith efforts.

As part of this reconsideration, the concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The concessionaire will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. However, the decision shall be made based solely on the entire administrative record submitted with the proposal. No new information will be evaluated.

We will send the concessionaire a written decision on reconsideration, explaining the basis for finding that the concessionaire did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

09/30/2020

Exhibit F-3: ACDBE and/or M/WBE GOOD FAITH EFFORT PLAN (continued)

While the request is being considered, the airport will suspend its review of proposals for five days for that package. Once a determination is made by the BDDD, or upon the expiration of the five days, the airport will resume evaluation of proposals sent in response to the RFP.

Good Faith Efforts When an ACDBE and/or M/WBE is Replaced on a Concession (23.53(f))

The DFW International Airport will require a concessionaire to make good faith efforts to replace an ACDBE that is terminated or has otherwise failed to complete its concession agreement, lease or subcontract with another certified ACDBE and/or M/WBE, to the extent needed to meet the concession specific goal. We will require the Concessionaire to notify the BDDD Vice President immediately of the ACDBE and/or M/WBE's inability or unwillingness to perform and provide reasonable documentation before the ACDBE is terminated or replaced.

In this situation, the Concessionaire will be required to obtain the BDDDs prior approval of the proposed ACDBE and/or M/WBE substitution and to provide copies of new or amended subcontracts, or documentation of good faith efforts. The concessionaire must include the specific reasons for the termination and/or failure to complete its agreement as set forth. The concessionaire must also provide the ACDBE and/or M/WBE with any and all documents and information as may be requested with respect to the termination or substitution of the ACDBE and/or M/WBE.

If the Concessionaire fails or refuses to comply in the time specified, the Concessions Department will notify the concessionaire that it is in default. If the concessionaire still fails to comply, the contracting officer may issue a termination for default proceeding.

Good Faith Effort (GFE) Criteria

GOOD FAITH EFFORT (GFE) Criteria

NOTE: Include a response to GFE criteria and support documentation in bid/proposal only if the ACD/M/WBE goal is not achieved.

The following factors are taken into account when assessing a good faith effort response. These factors are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the applicable contract-specific Airport Concession Disadvantaged Business Enterprise (ACDBE) and Minority/Women Business Enterprise (M/WBE) goal. These factors should not be considered as a template, checklist or some quantitative formula. Proposers are required to meet all factors outlined below and provide support documentation in order for the good faith effort plan to be assessed. Mere pro forma efforts are not good faith efforts to meet the ACD/M/WBE contract requirements. This means that a bidder/proposer must show that it took all necessary and reasonable steps to achieve an ACD/M/WBE goal or other requirement of this GFE which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient ACD/M/WBE participation, even if they were not fully successful. DFW will evaluate the GFE on quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made, based on the regulations and the guidance in Code of Federal Regulations. **NOT SUBMITTING PROPER SUPPORT DOCUMENTATION IS NOT EVIDENCE OF A PROPER DEMONSTRATION OF GOOD FAITH EFFORT. SUBMITTAL OF THE CRITERIA, WITH NO ADDITIONAL DOCUMENTATION, WILL NOT BE CONSIDERED ADEQUATE DEMONSTRATION OF GOOD FAITH EFFORT.** Proposers are not limited to these particular areas and may include other efforts deemed appropriate. Complete form and attach support documentation only if the ACD/M/WBE goal is not achieved. For additional guidance concerning Good Faith Efforts, please refer to the Electronic Code of Federal Regulations (CFR 49 part 26 Appendix A).

GOOD FAITH EFFORT FACTORS
Conducting market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified ACD/M/WBEs that have the capability to perform the work of the contract. This may include attendance at any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities (acceptable documentation shall include copies of the meeting sign-in sheets with contractor name noted as signed-in) and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all ACD/M/WBEs listed in the State and/or Local respective directories of firms that specialize in the areas of work desired (as noted in the ACD/M/WBE directory) and which are located in the area or surrounding areas of the project. <i>The Contractor should solicit this interest as early in the acquisition process as practicable to allow the ACD/M/WBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the ACD/M/WBEs are interested in taking appropriate steps to follow up initial solicitations at least three (3) business days prior to bid opening.</i>
Selecting portions of the work to be performed by ACD/M/WBEs in order to increase the likelihood that the ACD/M/WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate ACD/M/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates ACD/M/WBE participation.
Providing interested ACD/M/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
Negotiating in good faith with interested ACD/M/WBEs. It is the bidder's responsibility to make a portion of the work available to ACD/M/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available ACD/M/WBE subcontractors and suppliers, so as to facilitate ACD/M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of ACD/M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for ACD/M/WBEs to perform the work.
A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including ACD/M/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using ACD/M/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract ACD/M/WBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from ACD/M/WBEs if the price difference is excessive or unreasonable.

<p>Not rejecting ACD/M/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the ACD/M/WBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. <i>A prime contractor's inability to find a replacement ACD/M/WBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original ACD/M/WBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement ACD/M/WBE, and it is not a sound basis for rejecting a prospective replacement ACD/M/WBE's reasonable quote.</i></p>
<p>Making efforts to assist interested ACD/M/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.</p>
<p>Making efforts to assist interested ACD/M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.</p>
<p>Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of ACD/M/WBEs.</p>
<p>At a minimum, DFW will review the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposer fails to meet the contract goal, but others meet it, DFW may reasonably raise the question of whether, with additional efforts, the apparent successful bidder/proposer could have met the goal. As provided in §26.53(b)(2)(vi), the bidder must submit copies of each ACD/M/WBE and non-ACD/M/WBE subcontractor quote submitted to the bidder when a non-ACD/M/WBE subcontractor was selected over a ACD/M/WBE for work on the contract to review whether ACD/M/WBE prices were substantially higher; and contact the ACD/M/WBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to ACD/M/WBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.</p>
<p>A promise to use ACD/M/WBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.</p>

FOR DFW BUSINESS DIVERSITY & DEVELOPMENT USE ONLY:

Plan Reviewed by: _____

Date: _____

Signature of Business Specialist/Manager: _____

Recommendation: Approval: _____ Denial: _____

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**Exhibit F-4: Airport Concessions Disadvantage Business Enterprise (ACDBE)
Concessionaire Information**

Program Name _____

Program will be Owned by the Following Entities (only those owning 10% or more):

Entity 1: _____ Ownership Percentage _____

Entity 2: _____ Ownership Percentage _____

Entity 3: _____ Ownership Percentage _____

Entity 1 Information:

Entity's principal place of business is in the city of _____

Entity's principal place of business is in the county of _____

Entity's majority stockholders, majority partners, majority owners, or franchisees reside or work in the city of _____

Owner 1: _____ Ownership Percentage _____

Owner 2: _____ Ownership Percentage _____

Owner 3: _____ Ownership Percentage _____

Entity 2 Information:

Entity's principal place of business is in the city of _____

Entity's principal place of business is in the county of _____

Entity's majority stockholders, majority partners, majority owners, or franchisees reside or work in the city of _____

Owner 1: _____ Ownership Percentage _____

Owner 2: _____ Ownership Percentage _____

Owner 3: _____ Ownership Percentage _____

Entity 3 Information:

Entity's principal place of business is in the city of _____

Entity's principal place of business is in the county of _____

Entity's majority stockholders, majority partners, majority owners, or franchisees reside or work in the city of _____

Owner 1: _____ Ownership Percentage _____

Owner 2: _____ Ownership Percentage _____

Owner 3: _____ Ownership Percentage _____

Exhibit F-4
(continued)

Are any of the entities currently certified by the North Central Texas Regional Certification Agency or other ACDBE Certification Agencies? Yes No

If yes, please include copy(ies) of certificate(s).

If Yes, which entity of the Joint
Venture? _____

What is the certification agency? _____

What is the certification number? _____

If Yes, which entity of the Joint
Venture? _____

What is the certification agency? _____

What is the certification number? _____

Is the entity certified as a Disadvantaged Business Enterprise? Yes No

If yes, please include copy(ies) of certificate(s).

Is the entity certified as a Minority/Women Business Enterprise? Yes No

If yes, please include copy(ies) of certificate(s).

Exhibit F-4
(continued)

Information and Questionnaire

How to Determine ACDBE Participation

In accordance with the objectives of the ACDBE regulations, joint ventures are intended to have a business structure set forth in a signed written agreement that clearly and specifically defines the participation of each party in the contribution of property, capital, efforts, skills and knowledge.

An ACDBE is to be responsible for a **distinct, clearly defined portion of the work of the contract. In this context, “distinct” means separate and distinguishable from the work of the non-ACDBE. “Clearly defined” means that there is no guesswork involved in determining the nature of the work assigned to the ACDBE.** In order to be considered a distinct, clearly defined portion of the work, it is necessary to fully understand exactly what the work will entail, including an estimate of the time and resource requirements for each major task. For example, if the ACDBE’s portion of the work is only described as “advise about ” or “participate in” a portion of the work, the work would likely not be considered distinct or clearly defined because it is not clear what work the ACDBE will accomplish. Much more detail would be necessary in order to determine the portion of the work to be attributed to the ACDBE. Of course, the work of the contract also includes the role of the ACDBE in the overall management of the business (e.g., as a participant on a management committee or some other governing board) as well as participation in the day-to-day management of the business.

The FAA has outlined the following areas for review when substantiating the level of ACDBE participation on your proposed lease(s) with the DFW International Airport.

Capital contribution – The capital to be contributed by each party should be clearly specified in the joint venture agreement. The agreement should specify the initial capital contributions to be made by each party and how future capital contributions will be allocated. The ACDBE’s portion of the initial and future capital contributions should be equal to its ownership percentage. A subsequent section of this guidance will discuss issues relating to how the capital is contributed (i.e., cash contributions or financing provided by the non-ACDBE joint venture participant).

Control – The ACDBE participant(s) in the joint venture should have control in proportion to their ownership interest and proportionate control of the governance of the joint venture.

Exhibit F-4
(continued)

Each joint venture partner should assume full responsibility for executing each element of the work assigned to it. Usually, a joint venture will have a management committee (referred to by various names, including “Executive Committee” or “Board”) that controls the overall business. The ACDBE participant(s) is usually a minority participant, owning less than 50% of the business. In this case, the ACDBE(s) can be out-voted on most of the business decisions made by the committee. This really means that for the most part, the joint venture is controlled by the party owning 51% or more of the business, usually not the ACDBE. **However, the agreement should provide for control by the ACDBE of the activities for which it is responsible. This can be accomplished through direct control of their assigned role or establishment of a separate management committee or subcommittee in which the ACDBE has majority vote for issues involving facilities or responsibilities which it controls. In addition, there should be some major decisions requiring a unanimous vote to substantiate some level of control attributable to the ACDBE (e.g., items related to expansion, borrowing, lending money, etc.).**

Management – The ACDBE participant must share in the management of the joint venture. The agreement should address the issue of the overall management, or governance, of the business of the joint venture and the day-to-day management of the joint venture’s operation. **The ACDBE participant should participate in the overall management, decision making, and day-to-day operations, including decisions on the hiring and firing of management personnel (and if appropriate non-management personnel) for the joint venture to be eligible for ACDBE credit.** This can be accomplished through a “Management Committee,” as described under “control,” though this is not the only acceptable mechanism. Under a management committee structure, the committee is responsible for managing and directing the business of the joint venture. Each participant is represented on the management committee and votes according to its ownership interest in the venture. Each participant on the management committee not only has a right, but an obligation to receive and consider the views of the ACDBE participant. The agreement should specify the frequency of the management committee meetings, and formal agendas and meeting minutes should be prepared. In addition, the agreement should provide for the day-to-day management of the joint venture and specify the roles and responsibilities of each participant. The issue of day-to-day roles and responsibilities assigned to the ACDBE participant is further discussed in Section 4.

Risks – **Each of the participants in the joint venture must share in the risks of the business in proportion to their ownership interest.** These risks include financial, legal, operational, etc. The agreement should include provisions for proportional sharing in profits as well as losses. However, a monthly distribution of actual profits or monthly payment of a management fee, as defined in the agreement, consistent with industry standards, is permissible.

Exhibit F-4
(continued)

Profits – Each of the participants must also share in the profits and losses in proportion to the ownership interest. Accounting methods and the timing of distribution should be included in the agreement and reviewed for reasonableness by the airport. There should be no provisions in the agreement which have the effect of creating separate profit centers to siphon profits before each participant's share is calculated. For example, requirements to purchase goods and/or services from one of the participants that result in controlling profits remaining for distribution to the joint venture participants are not acceptable. However, purchasing goods and/or services from one of the participants may be acceptable if the terms are spelled out and the cost of the goods reflects the actual cost of the product plus any processing/handling costs and reasonable overhead expenses. Airports should carefully examine all accounting mechanisms to ensure that the distribution process is reasonable.

Annual Requirement - Concessionaire shall file with BDDD and Department of Concessions on the anniversary date of the ACDBE's certification, a written affidavit, in a form acceptable to BDDD, stating any change(s) in the circumstances affecting the ACDBE's ability to meet ACDBE certification eligibility, including but not limited to size, ownership or control criteria of 49 C.F.R. Part 23 or any material changes in the information provided with the ACDBE's application for certification.

Concessionaire shall also file with BDDD and Department of Concessions on an annual basis on or before January 1st, or as requested by the Vice President of Business Diversity or designee, a written affidavit, in a form acceptable to BDDD, stating any change(s) in the circumstances affecting the Concessionaire's ACDBE participation. The written affidavit shall show Concessionaire's compliance with 49 C.F.R Part 23 and the FAA Joint Venture Guidance including but not limited to capital contribution, roles, responsibilities, control, percentage of equity ownership and address any material change(s) in the ACDBE's participation in the operations authorized by the Lease and information provided in the Concessionaire's proposal regarding ACDBE participation to the Board.

The following are a list of questions used in evaluating a new Joint Venture Agreement, but are also helpful when evaluating a current agreement as well.

Exhibit F-4
(continued)
Joint Venture Eligibility

ACDBE Review Questionnaire (submittal should include both the questions with the corresponding answers):

1. Name of joint venture: _____

2. Name, address and phone number of joint venture contact person:

3. Firms participating in joint venture (use additional pages if necessary):

Name of firm: _____

Address: _____

Phone Number: _____

Contact name/phone number: _____

% ownership: _____

ACDBE: yes no

Certifying agency: _____

Date of Certification: _____

Type of work for which certification was granted: _____

Name of firm: _____

Address: _____

Phone Number: _____

Contact name/phone number: _____

% ownership: _____

Exhibit F-4
(continued)

ACDBE: yes no

Certifying agency: _____

Date of Certification: _____

Type of work for which certification was granted: _____

CAPITAL

Is the ACDBE capital investment financed by the Prime? If so, how is it being repaid?

4. ACDBE initial capital contribution: \$ _____ and/or _____ %

5. Future capital contributions (explain requirements):

6. Source of funds for the ACDBE capital contribution:

CONTROL/ MANAGEMENT

What areas of the business are to be controlled by the ACDBE? The ACDBE is expected to have distinctive areas of the business for which they have a majority "vote" and control. We need more information than terms and phrases such as "participate in", or "advise about" when used in describing the work of the ACDBE, since the work and responsibility are not distinctive. The ACDBE is expected to participate in the day-to-day management of the business.

7. Describe the portion of the work or elements of the business that will be controlled by the ACDBE:

8. Describe the portion of the work or elements of the business to be controlled by the non-ACDBE:

9. Describe the ACDBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board, voting rights, etc.).

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Exhibit F-4
(continued)

- 10. Describe the roles and responsibilities of each joint venture participant with **respect to managing** the joint venture (use additional sheets if necessary):
 - a. ACDBE joint venture participant:
 - b. Non-ACDBE joint venture participant:
- 11. Describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):
 - a. ACDBE joint venture participant:
 - b. Non-ACDBE joint venture participant:
- 12. Which firm will be responsible for accounting functions relative to the joint venture's business?
- 13. Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?
- 14. Please provide information relating to the approximate number of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non-ACDBE or joint venture.

	Non-ACDBE	ACDBE Firm	Joint Venture
Management	<hr/>		
Administrative	<hr/>		
Support	<hr/>		
Hourly Employees	<hr/>		

15. Please provide the name of the person who will be responsible for hiring employees for the joint venture. Who will they be employed by?

Exhibit F-4
(continued)

16. Are any of the proposed joint venture employees currently employees of any of the joint venture partners? yes no

If yes, please list the number and positions and indicate which firm currently employs the individual(s).

17. What will be the voting rights of the joint venture members?

RISKS AND PROFITS

18. Describe the ACDBE's share in the profits of the joint venture:

19. Describe the ACDBE's share in the risks of the joint venture:

20. Does the ACDBE pay the Prime a service or management fee? If so,

- a. How is the service or management fee calculated?
- b. How often is the service or management fee paid?
- c. What are the services provided by the non-ACDBE partner in return for the service or management fee?

OTHER

21. Attach a copy of the Joint Venture Agreement, Promissory Note or Loan Agreement (if applicable), and any and all written agreements between the joint venture partners.

22. List all other business relationships between the joint venture participants, including other Joint Venture Agreements in which the parties are jointly involved.

23. What is the ACDBE participation commitment of your Lease Agreement with the DFW International Airport?

**Exhibit F-5: Minority/Women Business Enterprise (M/WBE)
COMMITMENT FORM**

(This form is required as part of the bid/proposal submission.)

The M/WBE goal for each location is 30 %.

NOTE: *The BDDD will only credit M/WBE participation that is certified by an approved certification entity at the time of bid/proposal submission. Effective 10/1/12, in addition to having a valid certification, M/WBEs must also have a place of business in the Airport's market area¹ at the time of bid/proposal submission for credit towards meeting a contract goal.*

The undersigned Concessionaire/Vendor has satisfied the requirements of the proposal specifications in the following manner (Please check (✓) the appropriate space):

Self-Performance: The proposer, a certified M/WBE firm, is committed to meeting or exceeding the M/WBE goal through self-performance.

Self-Performance & Percentage Participation: The proposer, a certified M/WBE firm, is committed to meeting or exceeding the M/WBE goal, with a minimum of _____% self-performance and a minimum of _____% M/WBE subcontracting participation on this contract. *(If checked, must submit required M/WBE Compliance Plan).*

Percentage Participation: The proposer is committed to meeting or exceeding the M/WBE goal, with a minimum of _____% M/WBE subcontracting participation on this contract. *(If checked, must submit required M/WBE Compliance Plan).*

The Contractor is unable to meet the M/WBE goal of _____% and is committed to a minimum of _____% M/WBE utilization on this contract and submits documentation demonstrating good faith efforts. *(If checked, must submit required M/WBE Compliance Plan and Exhibit E-3).*

The Contractor is unable to meet the M/WBE goal of _____% and submits documentation demonstrating good faith efforts. *(If checked, must submit required Exhibit E-3).*

Name of Proposing Entity: _____

Name of Authorized Representative or Designee: _____

Signature Title

Printed Name Date

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¹ The Airport's market area is defined as Dallas, Tarrant, Collin and Denton counties.

EXHIBIT F-5 (continued)
M/WBE COMPLIANCE PLAN

(This form is required as part of the bid/proposal submission.)

The tenant finish out (design and construction) M/WBE participation goal for this solicitation is 30 %. The good faith solicitation level is 100% meaning the Concessionaire and its Contractor will make a good faith effort to solicit all (100%) available M/WBEs for its contracting/subcontracting opportunities not just a select few. The Concessionaire and its selected Contractor will continually pursue a level of M/WBE participation that equals or exceeds the stated goal. This Compliance Plan provides for the M/WBE participation to be solicited and procured after the concession lease has been awarded and describes the delivery method the Concessionaire and its selected General Contractor will follow to solicit, obtain and maintain M/WBE participation to meet the M/WBE commitment.

<p>Goods & Services</p> <p>Identify products and services that will be procured and utilized in the daily operations of the concession.</p> <p>Describe proposer's efforts to identify and utilize M/WBE vendors for these products and services.</p>
<p>Tenant Build Out - Design</p> <p>Identify architectural and engineering services that will be procured and utilized in the design of the concession.</p> <p>Describe proposer's efforts to identify and utilize M/WBE vendors for these services.</p>
<p>Tenant Build Out – Construction</p> <p>Identify construction and construction-related services that will be procured and utilized in the construction finish out of the concession.</p> <p>Describe proposer's efforts to identify and utilize M/WBE vendors for these services.</p> <p>Describe procurement process proposer will utilize in awarding prime and subcontracting contracts.</p>
<p>M/WBE Community Outreach Efforts and Advertising to M/WBE Certified Firms</p> <ul style="list-style-type: none">▪ Describe proposer's efforts to solicit, obtain and maintain M/WBE participation to meet the M/WBE commitment including publicly advertising business opportunities, hosting M/WBE outreach meetings, partnering with M/WBE advocacy organizations, offering technical assistance support, etc.▪ Provide contact information for designee responsible for managing the procurement process and ensuring compliance with the M/WBE commitment.
<p>Compliance Documents and Reporting</p> <p>The Concessionaire will submit the following documentation, properly completed and submitted when required.</p> <ul style="list-style-type: none">• Schedule of Subcontractors Forms (design and construction)• Final Utilization Forms (design and construction)

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**AIRPORT CONCESSIONS
DISADVANTAGED BUSINESS
ENTERPRISE**

**JOINT VENTURE
TEMPLATE
GUIDANCE**

**Dallas Fort Worth International Airport Business
Diversity and Development Department**

&

Airport Concessions Consultants, Inc.

(March 2019)

XIII. Dallas Fort Worth International Airport ACDBE & JV Template Guidance

I. Purpose – To develop a template for certain recommended standard clauses for Joint Venture Agreements and to provide sample language for both acceptable conditions and unacceptable conditions to be included

II. Topics

A. Organization

- 1) Name of JV
- 2) Ownership interests
- 3) Term of JV
- 4) Purpose (must be a single purpose)

The agreement should specify the name of the joint venture, the parties involved and their ownership interest and the term and purpose of the joint venture. The joint venture should be formed for a single purpose.

SAMPLE:

Name. The business of the Company shall be conducted under the name of _____.

Purpose. The purpose of the Company is to _____.

Ownership. Each member's interest in the Company shall be as

follows: Percentage

	<u>Interest</u>
<i>Company A:</i>	<i>75%</i>
<i>Company B:</i>	<i>25%</i>

Term. The Company shall commence on the date on which its Certificate of Formation is filed with the Secretary of State. The Company shall continue for the term of the _____ lease agreement.

B. Capital contributions

1) **Initial amount to be contributed by each party**

The dollar amount of initial contributions should be included in the agreement. The total capital needs may not be known at the time that the joint venture is executed, however a reasonable estimate should be included with provisions for additional capital if required to meet needs.

SAMPLE:

Each member's interest in the company and estimated initial capital contribution shall be as follows:

	<i>Initial Capital Contribution</i>	<i>Percentage Interest</i>
<i>Company A:</i>	<i>\$750,000</i>	<i>75%</i>
<i>Company B:</i>	<i>\$250,000</i>	<i>25%</i>

2) **Additional capital contributions**

- a. Purpose
- b. Conditions
- c. Limits

The conditions upon which additional capital will be required and the purpose of additional capital contributions should be specified. In addition, there should be some limit on the part of any one partner from unilaterally calling for additional capital without a legitimate purpose.

Do not Include: Clauses that allow one member to arbitrarily make capital calls in any amount for any purpose.

SAMPLE:

*In the event that additional Capital Contributions are **required to fund construction or operations** of the Company, the Managing Member will notify each Member of the amounts required. Each Member will contribute additional capital in the same proportion as its Percentage Interest. Each Member acknowledges and agrees that the Master Lease requires additional investments in the Facilities.*

3) **Source of funds**

- a. Potential for loans
- b. Loan requirements

The conditions upon which a loan may be made from one party to another or from one party to the joint venture must be specified. In the event that a loan will be made between any of the parties (i.e. from one partner to another or from one partner to the joint venture), such loan must meet the requirements of the regulation and FAA Joint Venture Guidance.

SAMPLE:

A Member's failure to contribute required capital within thirty (30) days of notice shall be considered an Event of Default; provided, however, that any other

Member may, in that Member's sole discretion, cure such default by contributing on behalf of the noncontributing Member up to 90% of the noncontributing Member Capital Contribution. Such capital contribution shall be considered a loan to the noncontributing Member amortized over the remaining Term. Any such loan shall comply with the FAA ACDBE Regulation and FAA Joint Venture Guidance.

Member Loans to Company. Any loan made by a Member to the Company shall be considered a loan to each of the Member's in proportion to each Member's ownership and shall comply with the FAA ACDBE Regulation and FAA Joint Venture Guidance.

C. Accounting Procedures

1) Method of Accounting

The method of accounting to be used for the joint venture should be specified in the agreement and should be a standard method acceptable to all parties, such as GAAP. The accounting method should not be left up to one party and be based on whatever standard or method that party chooses.

Sample:

Accounting Methods. In all accounting matters pertaining to this agreement, generally accepted accounting principles ("GAAP") set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession shall be used.

2) Distributions

- a. Timing
- b. Amount
- c. Reserves

The agreement must specify the timing of distributions and how distributions will be determined. Distributions should be made at least quarterly and should be determined based on the ventures profitability and cash flow. In the event that reserves are to be withheld from distributions, the amount and purpose for any such reserves should be specified and should be reasonable in light of upcoming expenses.

XIV. Sample:

Distributions of Net Cash Flow. The Company shall distribute available net cash flow to the members in proportion to their ownership interest not less than quarterly. Payment shall be made within 15 days of final determination of net cash flow for the period. Available net cash flow shall

be defined as net cash flow that is not required to meet contingencies. Net Cash Flow is defined as:

- (a) the Gross Revenue of the Company for the period for which the calculation of Net Cash Flow is being made less*
- (b) all operating costs and expenses incurred or attributed to Company operations for the period, consistent with GAAP less*
- (c) any Member payments on any Company debts.*

3) Bank accounts

The agreement should specify the bank account to be used for the joint venture's business. The parties should agree on the bank(s) to be used for the company's business. In the event that the company's funds are to be deposited in the account of one of the members, a spate accounting of the funds must be maintained.

Sample:

Bank Accounts. The Managing Member will open and maintain on behalf of the Company bank accounts in which all monies received by or on behalf of the Company will be deposited. All withdrawals from such accounts will be made upon the signature of such person as the members may from time to time designate.

4) Other language regarding distributions

The agreement should specify any other items applicable to distributions. For example, available cash flow may be used in a specific order before applying to distributions. Cash flow may be used to pay outstanding loans or other obligations before being distributed to the members.

5) Company records

- a. Access to financial information/reports/tax returns

All parties should have access to financial information and reports on a timely basis as well as tax returns and K1s.

Sample:

Financial Statements. The Managing Member shall provide to the other Member(s) as soon as practicable after the close of each month a Profit & Loss Statement. In addition, the Managing Member shall, within 15 days of the close of each quarter, provide to the other Member(s) a Balance Sheet, a Statement of Operations and a Statement of Changes in Partners' Capital for the current fiscal quarter and year-to-date information.

Tax Returns. The Managing Member will prepare a United States Partnership Return of Income, and appropriate state tax returns and will file such Returns within the time prescribed by law for such filing. The

Managing Member will send copies of the Returns and of tax form Schedule K-1 to each Member within ninety (90) days after each fiscal year, or as soon thereafter as is practicable.

b. Location of records

Records should be located in a place that is accessible and agreeable to the parties. In the event that records are located in a remote location, such as a different state, reasonable access to records should be made available electronically.

D. Management

1) Overall Management

- a.** Management or Governance Committees
- b.** Voting
- c.** Quorum
- d.** Unanimous Decisions
- e.** Timing/frequency of meetings
- f.** Documentation

Each party should participate in the overall management or governance of the joint venture in proportion to their ownership interest. There should be some items that are voted upon and the method of voting should be included in the agreement (e.g. majority in number or majority in interest). All parties should be represented in order to have a quorum. Since the majority partner will be able to outvote the minority partner, there should be some items that require unanimous consent. Meetings of the management or governance committee should be held regularly, at least quarterly.

SAMPLE:

2) JV Manager

- a.** Powers and duties
- b.** Limits on powers

The joint venture may appoint or vote upon a member to act as the managing member. The managing member should be assigned reasonable powers and duties and should not be responsible for management of the work assigned to the ACDBE unless the managing member is the ACDBE. The managing member's powers should be limited and they should not have unilateral authority to take actions or make decisions that would have a major impact on the other partner, such as making capital calls not previously anticipated, deciding when distributions will be made, establishing reserves, etc.

SAMPLE: Designation of the Managing Member. *The Managing Member shall be designated by a vote of all of the Members and shall serve until removed by a vote of all members. Upon removal of the Managing Member, its interest converts to that of a non-Managing Member and it shall continue to be entitled to its share of the distributions and profits as provided hereunder.*

Managing Member Powers and Responsibilities. Subject to the terms and conditions of this Agreement, the Managing Member shall have authority over, and be responsible for, the day-to-day management, conduct, operation and control of the business, properties and affairs of the Company except for those duties assigned to the ACDBE member.

3) Day-To-Day Management

a. Distinct, clearly-defined portion of the work

i. Meaning of distinct, clearly defined

The roles/responsibilities assigned to the ACDBE participant(s) shall be separate from the roles/responsibilities of the non-ACDBE participant(s) and shall be clearly laid out in the agreement in sufficient detail so as to provide no ambiguity about who will be responsible for what tasks.

Roles that are "assisting," "evaluating," "participating in," etc. are not clearly defined. Shared roles cannot be credited unless it the specific portion of the work assigned to the ACDBE is clear and meets all other criteria.

ii. Burden of proof

The burden of proving that the joint venture meets the requirements of the regulation and the JV Guidance by a preponderance of the evidence is on the applicant.

iii. Employees

The ACDBE is not required to employ the employees, but is required to control the employees performing their assigned roles/responsibilities. The employees must report directly to the ACDBE firm. If employees report daily to the Joint Venture Manager or an employee of the non-ACDBE, and periodically to the ACDBE, that would not be considered reporting to the ACDBE. The burden of proving that the ACDBE controls the employees is elevated when the employees are employed by the Joint Venture as opposed to the ACDBE and is elevated even further when the employees are employed by the non-ACDBE.

iv. Independence

The preamble to the 2005 ACDBE regulation, 49 CFR part 23, states as follows: "If the ADCBE participant is not required to perform independently a distinct portion of the joint venture's work, it becomes very easy for a prime concessionaire seeking to circumvent ACDBE requirements by having an ACDBE "silent partner" on its payroll." The role performed by the ACDBE should be performed independently.

v. Nature of the relationship

The ACDBE participant is a firm, not an individual. The ACDBE should not be treated as an employee, but as a partner.

vi. Roles/Responsibilities

Determining the value of the roles/responsibilities assigned to the ACDBE in a Joint Venture can be a difficult task. The JV guidance provides a sample chart to assist in determining that value of various roles. The chart is helpful, but the value of each category will change depending upon the operation. Also, additional detail or "tips" would enhance its value. For example:

Operations (1/3 of the business effort)	Product (1/3 of the business effort)	Administration/ Corp Support (1/3 of the business effort)
<p>Human Resources (Supervise on-site operations staff, hire/fire staff, scheduling, training, etc.)</p> <p>Tip: Supervision of on-site staff is the greatest portion of this category. An organization chart listing the number of staff at each level and how the reporting structure works should be provided. Dotted line relationships should be clearly explained. Do not confuse what independence and direct reporting relationship mean. Dotted line relationships on paper that look like solid line relationships in practice will be revealed through compliance reviews and could cause approval to be withdrawn.</p>	<p>Purchasing</p> <p>Tip: Purchasing of product is one of the most important task in this category for a non-franchised retail location. In this sense, purchasing means from a vendor as opposed to from the non-ACDBE. If the ACDBE has the autonomy to perform this role independently, it could be a significant role. If the ACDBE has the ability to select items from the non-ACDBE's warehouse, that is not purchasing and should not be described as such.</p>	<p>Accounting/Payroll/ Taxes</p> <p>Tip: This is the most significant task in this category and is rarely assigned to the ACDBE.</p>
<p>Loss Prevention</p> <p>Tip: Depending on the type of operation, responsibility for loss prevention could be a somewhat significant role or a relatively meaningless role. Loss prevention is much more critical in a retail operation and you will rarely see it in a food operation. It is not typically a full-time job and, unless there is a significant issue with loss or it is a very large operation, it is often handled by corporate or regional staff rather than local staff</p>	<p>Inventory Management</p> <p>Tip: Inventory Management should be defined in the agreement if it is assigned to one of the parties. Inventory Management may include managing the open-to-buy, making decisions about when and how to move stock through transfers or mark-downs, assortment decisions, determining stock levels on the shelves, etc. Many agreements assign inventory management as a role without defining what it means in the context of the</p>	<p>Legal Services</p> <p>Tip: Also rarely assigned to the ACDBE. Be aware of clauses that indicate that the Joint Venture will pay for legal services on behalf of only one of the parties.</p>

	agreement. Make sure you know what it involves before assigning credit.	
Safety/Security	<p>Pricing</p> <p>Tip: Pricing is a critical element in the merchandise/product area if there is not a market basket or street pricing approach. Do not confuse pricing in an unrestricted setting with pricing in a restricted setting. One takes much more effort. If pricing means simply conducting the market basket survey once or twice a year, it is not a significant role. If pricing means determining the selling price of every item, it is a much more significant role.</p>	<p>Business Development/ Landlord Relations</p> <p>Tip: This may be assigned to either party and is not a significant portion of the work. Be aware that business development work should be business development for the joint venture and not on behalf of only one of the involved parties.</p>
<p>Cash Management (check- out, banking)</p> <p>Tip: An individual would have to be on-site in the operation regularly during the check-out hours. However, there may be a significant amount of time between check-outs, so it is not practical to have this task performed by someone who is not on-site for some other reason. If this task is assigned to a company, you should ask if there will be someone on-site during all check-outs and how the banking is actually handled (e.g. on-site bank, off-site bank, daily deposits, etc.).</p>	<p>Décor/Display</p> <p>Tip: Display is a significant role in both merchandise and some food operations. If display is defined as displaying product according to a plan-o-gram that is developed by someone at a corporate office, it is not a very large role. If display includes developing the plan-o-gram and continually monitoring and revising the plan to accommodate merchandise changes and promotions, it is a larger role.</p>	<p>Human Resources/ Training Programs</p> <p>Tip: This is also a significant role. Be aware that sometimes this role may be assigned but only performed in part by the assigned party. For example, training may be assigned to an ACDBE for their staff, however the training may entail primarily video or interactive computer training utilizing the training program developed by the non-ACDBE. This task should be broken down into numerous elements, including recruiting, interviewing, hiring, discipline, firing, training program development, hands-on training, etc.</p>

<p>Day-to-Day Landlord Relations</p> <p>Tip: This is usually the responsibility of all management but may be assigned to one individual company. It is not a major task unless there are lots of problems with the operation. Ask questions regarding specific tasks under this category.</p>	<p>Product Assortment (retail)/Menu Development (food)</p> <p>Tip: This is an important role in both food and merchandise. Basically, it is making the determination of what you are going to sell. As with purchasing, it is not as significant of a role if you are selecting a product assortment for your store based on a plan-o-gram developed by the</p>	<p>Policies/Procedures</p> <p>Tip: Frequently the policies and procedures used in a joint venture are the standard policies and procedures of the non-ACDBE firm. If this role is assigned to an ACDBE, they should be developing the policies and procedures and not merely implementing someone else's policies/procedures.</p>
<p>Maintenance/Cleaning</p> <p>Tip: This may be assigned as a separate task, usually in food operations. Sometimes it involves only weekly or monthly inspections. It is important to understand what is being cleaned, who is doing the actual cleaning, and how often it is done.</p>	<p>Negotiation of Special Programs, Rebates, Display Allowances, etc.</p> <p>Tip: This is usually handled at the corporate level by larger firms. Be aware of clauses that allow one of the partners to keep incentives, rebates, display allowances, etc.</p>	<p>Other Corporate Support</p> <p>Tip: Do not accept a vague definition. Require any corporate support to be detailed and specific, including related tasks and time requirements.</p>
<p>Budgeting/Monitoring Performance</p> <p>All participants in the joint venture should be participating in this activity. It is really more of an "overall management" role than a distinct, clearly-defined portion of the work.</p>	<p>Budgeting/Monitoring Performance</p> <p>All participants in the joint venture should be participating in this activity. It is really more of an "overall management" role than a distinct, clearly-defined portion of the work.</p>	<p>Budgeting/Monitoring Performance</p> <p>All participants in the joint venture should be participating in this activity. It is really more of an "overall management" role than a distinct, clearly-defined portion of the work.</p>

- vii. Note that performing a percentage of one of these areas does not equate to credit for that percentage. For example, if an ACDBE is assigned the role of purchasing 30% of the merchandise sold in the operation, that will not equate to a 30% role on its own as there are still operations and administrative roles to be considered. Depending on the value assigned to purchasing, the role might be counted at 30% of 33% (assuming that purchasing is determined to be 1/3 of the work) which would equate to credit of 10%.
- viii. Roles assigned to the ACDBE must represent a commercially useful function, be meaningful and bring

significant value to the partnership. Frequently, the ACDBE is assigned a series of small roles, such as finding minority/women owned vendors, maintaining a relationship with the airport, attending tenant meetings, etc. These types of roles are difficult to quantify and, absent evidence quantifying the value of these roles, should not be given significant, if any, credit.

- 4) Management/Administrative Fees
 - a. Management fees must represent a reimbursement of actual costs
 - b. Management fees should be related to the clearly defined services provided
 - c. Method of charging should be detailed (i.e dollar amount or percentage)
 - d. Method for reconciliation the cost to the charge must be provided at least annually

SAMPLE:

The Managing Member shall provide the following administrative services ("Administrative Services"):

1. *Accounting, payroll and record keeping*
2. *Legal counseling*
3. *Tax administration*
4. *Internal audit*
5. *Monitoring of food and labor costs*
6. *Conduct pricing surveys*
7. *Purchasing supervision*
8. *Loss Prevention/Safety & Security*
9. *Cash Management*
10. *Human Resources*
11. *Maintenance of equipment and facility*

In consideration of Managing Member's Administrative Services, the Company shall pay Managing Member a Management Fee equal to 2.5% of the Company's gross sales.

At the end of each annual period, the dollar amount of fees charged for the above services will be compared to the actual cost of providing the service. Any payments in excess of the cost will be refunded to the Company. The Company shall reimburse the Managing Member for any costs in excess of the amount charged. In no event will the Management Fee exceed 2.8% of the Company's gross sales.

- 5) Royalty or License Fees

Royalty or License Fees may be charged to the Joint Venture, provided that the fee is a reimbursement of demonstrable costs and meets the same standards required for Management/Administrative fees.

E. Events of default

- 1) ACDBE Loss of Certification - ACDBE certification loss should not be an event of default if the ACDBE loses its certification due to exceeding the size standard or exceeding the personal net worth cap during the original term of the agreement without extensions or options.

SAMPLE:

ACDBE Certification. ACDBE X shall be certified as an airport concessions disadvantaged business enterprise ("ACDBE") with the XUCP and the applicable NAICS code during the term of this Agreement and shall provide proof to Company that its annual renewal application has been submitted to the appropriate certifying entity. ACDBE X's failure to maintain ACDBE certification solely due to exceeding the personal net worth or NAICS size standards as defined by 49 CFR part 23, shall not be a default under this Agreement. ACDBE X's failure to maintain its ACDBE certification for any other reason shall be deemed a default under this Agreement.

- 2) Limitations on ACDBE Change of Control

There can be no clauses included in the Agreement that have the effect of limiting the ACDBE's ability to control its own business. Clauses that limit the ACDBE's ability to have a Change in Control or management of its own business are not acceptable. In accordance with the regulations (49 CFR parts 23 and 26), an ACDBE may not be terminated without the prior written consent of the Airport which may only be granted with good cause. A change in control of the ACDBE firm that does not impact the firm's certification, on its own, would not be considered good cause.

F. Non-compete clauses

- 1) In general, non-compete clauses should not be used to keep the ACDBE from teaming with other non-ACDBEs. In some cases, such as in franchise or licensed operations, the franchise or license agreement may require certain non-compete clauses, however the non-compete clauses should apply equally to the parties and should not be overly broad.

G. Transfer of Interest

- 1) The conditions under which a party may transfer its interest to another party should be included in the Agreement. A requirement that transfers from the ACDBE must be to another ACDBE are acceptable. Other than that, requirements should not be more stringent on the ACDBE than on the non- ACDBE.

H. Dissolution

1) Procedures for winding up and dissolving the business should be provided, including provisions for disposing of assets and making final distributions.

I. Organization Charts

1) Organization charts should be provided along with the Agreement for Airport review and should accurately reflect the reporting structure for all positions employed by the joint venture or employed by one of the partners and assigned to the joint venture. The Organization Chart should include a notation regarding who will employ each party and should accurately reflect day-to-day reporting structure. Any dotted-line reporting structures should be explained. If any employees are shared, detailed information regarding who controls that employee for each task should be included. It should be noted that the Joint Venture guidance provides that the ACDBE should be able to hire/fire employees performing its portion of the work without the approval of the non-ACDBE. The reporting structure as presented should be confirmed during any monitoring of the joint venture.

(March 2019)

Exhibit G Workforce Composition

NAME OF BIDDING FIRM / CONTRACTOR _____

DATE _____

Classification	American Indian or Alaskan Native			Asian or Pacific Islander			Black			Hispanic			White			Total Number of Full Time Employees				
	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%	M	F	ALL	%	
M=Male / F=Female																				
Officials and Managers																				
Professionals																				
Technicians																				
Sales Workers																				
Administrative Support Workers																				
Craft Workers																				
Laborers and Helpers																				
Service Workers																				
TOTAL																				

Definitions in accordance with Equal Employment Opportunity (EEO)

American Indian or Alaskan Native	A person having origins in any of the original peoples of North America, and who maintain their culture through a tribe or community
Asian or Pacific Islander	A person having origins in any of the original people of the Far East, Southeast Asia, India, or the Pacific Islands. These areas include, for example, China, India, Korea, the Philippine Islands, and Samoa.
Black	A person having origins in any of the black racial groups of Africa.
Hispanic	A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White	A person with origins in Europe, North Africa, or the Middle East.

REMARKS:

Exhibit H: Proposer Checklist

Please use this checklist when finalizing your proposal. The following items must be included with each copy of your proposal.

- Use the RFP to determine the specific information required in each section.
- Proposers will submit eight (8) three (3)-ring binders, including one original, marked "Original", and seven (7) identical copies.
- Only the original should contain a rent section and a financial section. Please place these elements in separate envelopes.
- The seven (7) copies should include all sections included in the original except for the **rent and financial sections**.
- Please label your proposals on the front cover as "Original" or "Copy 1 of 7", "Copy 2 of 7" etc. **Please note the package number on the front cover of the proposal.**
- An electronic copy of the Original Proposal, jpg of logo and menu (if a food concept) should be included on disk or thumb drive, saved in an Adobe format.
- Proposal should not exceed a total of sixty (60) 8 ½ inch x 11 inch pages in length, 11 point font, single-spaced, single sided (thirty 30 pages double sided).

Please use the following tabs when identifying each section of your proposal:

Tab 1 - Introduction

- A. Cover Letter
- B. Executive Summary
- C. Proposal Deposit – Deposit should be inserted in the proposal marked "original".
- D. Notarized Proposal Acknowledgement Form (Exhibit A)
- E. Concessions Business Disclosure Form and Supplemental Form (Exhibit B)

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Tab 2.1 – Concept (Merchandise/Operation)

- A. Brand
- B. Services List (Not included in Page Count Limit)
- C. Innovation
- D. Customer Experience/Operations
- E. Operations Overview
- F. Management Experience (includes Management/Staffing) with Organizational Chart
- G. Experience
- H. Location Design (Not included in Page Count Limit)
- I. Sustainability Plan

Tab 2.2 – Rental Information to the Airport (Separate Envelope in Original only)

- A. Proposed Rent Statement, Attachment 1

Tab 2.3 – Financial Information (Not included in Page Count Limit) (Separate Envelope in Original Only)

- A. Financial Statements
- B. Documents indicating external financial support (if applicable)
- C. Estimated Investment Statements, Exhibit C
- D. Pro Forma, Exhibit D
- E. Summary of Financial Statements, Exhibit E

Tab 2.4 – ACDBE and M/WBE Participation (Not included in Page Count Limit)

- A. ACDBE: Description and documentation of ACDBE contribution(s) and role(s) in the proposed concept that meets the requirements.
- B. Exhibit F-1: Required for all proposers
- C. Exhibit F-2: Required for proposers with percentage participation and joint ventures.
- D. Exhibit F-3: Required for all Good Faith Efforts.
- E. Exhibit F-4: Required for proposers with percentage participation and joint ventures.

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Tab 2.4 – ACDBE and M/WBE Participation (Not included in Page Count Limit) _con't

- F. Draft joint venture or operating agreement must be submitted in its entirety including amendments, exhibits, attachments and any promissory notes (including a description of the collateral for any loan or personal guarantee) associated with the proposed operation(s). This is required for all proposers with percentage participation. **MUST USE ATTACHED JV TEMPLATE.**
- G. ACDBE Certificates for all ACDBE firms identified (Required for all proposers)
- H. Exhibit F-5: M/WBE Commitment Form and Compliance Plan (Required for all proposers).
- I. M/WBE Certificates for all M/WBE firms identified (Required for all proposers).
- J. Exhibit G – Workforce Composition (Required for all proposers.)

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

PRINTED NAME AND TITLE OF AUTHORIZED OFFICIAL:

SIGNATURE: _____

DATE: _____

PRINTED NAME AND TITLE OF ACDBE PARTNER:

SIGNATURE: _____

DATE: _____

Attach additional sheets if necessary for all ACDBE owners.

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SUBMITTAL LABEL

IMPORTANT

REQUIREMENT FOR CONCESSIONS

PROPOSAL SUBMITTAL

Proposal submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Therefore, please affix the label below to the outside of the sealed bid/proposal submittal package(s).

If the delivery service used (i.e. FedEx, UPS, courier, etc.) **does not** permit this label to be affixed on the outside of their delivery box or envelope, then the proposer must seal the contents of their proposal and affix this label on the sealed package before they place that package in the box or envelope provided by the delivery service.

If this label is not used, it is the proposer's responsibility to ensure this information is written on the outside of the delivery package. Proposals received by the DFW Airport that do not have the information requested below displayed on the outside of their proposal may be rejected.



DFW AIRPORT CONCESSIONS PROPOSAL SUBMITTAL LABEL

Proposal Package Number: _____

Proposal Concept: _____

Due Date and Time: _____

Company Name: _____

Contact Name: _____

Company Address: _____

Telephone Number: _____

Email Address: _____

Box _____ of _____