

REQUEST FOR PROPOSAL

CONCESSIONS OPPORTUNITY

September 29, 2017
Updated December 4, 2017

TABLE OF CONTENTS

I. INTRODUCTION	2
II. OVERVIEW.....	7
III. SCHEDULES.....	8
IV. GLOSSARY OF TERMS	10
V. TERM	11
VI. NON-RESPONSIVE PROPOSAL	11
VII. INTERPRETATION OF PROPOSAL DOCUMENTS.....	13
VIII. PROPOSAL OVERVIEW	13
IX. PROPOSAL GUIDELINES	15
X. PROPOSAL PREPARATION INSTRUCTIONS	20
XI. MINIMUM QUALIFICATION REQUIREMENTS	20
XII. PROPOSAL EVALUATION CRITERIA	24

Exhibit A	Proposal Acknowledgement Form
Exhibit B	Concessions Business Disclosure Form
Exhibit C	Estimated Investment
Exhibit D	Pro Forma
Exhibit E	Summary of Financial Statements
Exhibit F1-5	Airport Concessions Disadvantage Business Enterprise (ACDBE) and Minority/Women Business Enterprise (M/WBE) Information
Exhibit G	Workforce Composition
Exhibit H	Proposer Checklist

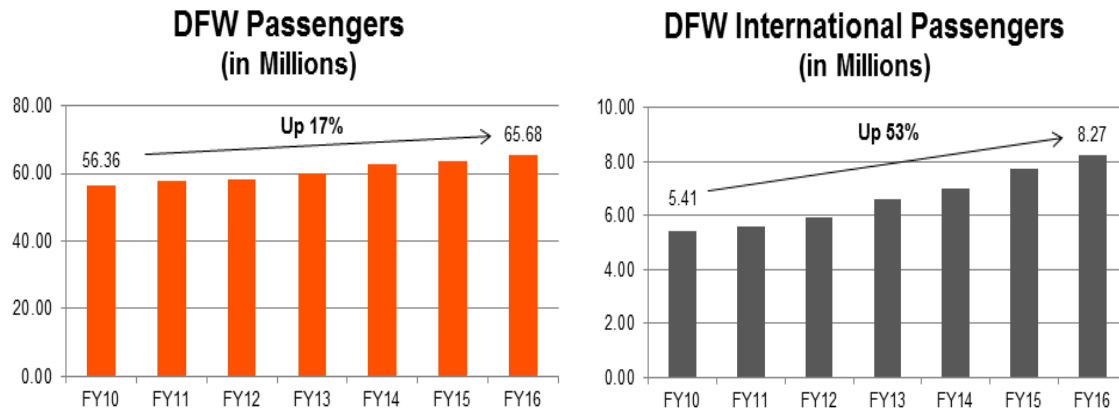
Attachment 1	Proposal Packages, Lease Exhibits and Rent Proposal Acknowledgement
Attachment 2	Sales Expectation Information
Attachment 3	Draft Concession Lease Agreement
Attachment 4	Terminal Maps
Attachment 5	Package Directory

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, modern, bold, customer friendly, and full of moments of wow.

With this focus on the passenger experience, DFW is excited to offer opportunities that will continue to enhance the airport experience: Dallas/Fort Worth International Airport (DFW) is seeking proposals from retail and food & beverage operators to operate locations in Terminals A, C and D. Concepts for consideration are listed on each individual proposal package referenced as “**Attachment 1.**”

For these opportunities, 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 www.dfwairport.com/concessions

Terminal C

Terminal C, the busiest Terminal at DFW Airport, has begun enhancing the Concession Program to allow for more opportunities and to provide the best customer experience for our passengers.

Terminal D Re-Visioning

With the 10th Anniversary of Terminal D, DFW has started a re-visioning program to enhance the exciting, innovative opportunities and experiences that this international terminal has to offer.

International Enplanements have increased over 50% since the opening of Terminal D.

Passenger Segmentation

A Customer Segmentation Study was performed to identify.

- How DFW customers differ on attitudes, needs and behaviors.
- What amenities and services will better serve DFW customers?
- Insights to determine what message points are key in marketing communications

Refer to www.dfwairport.com/concessions for the results of the Customer Segmentation Study.

For additional information on Terminal D passenger information see the DFW Terminal D Passenger Profile study at www.dfwairport.com/concessions.

Terminal Renewal and Improvement Program (TRIP)

DFW is currently under a phased construction program, to renew infrastructure, modernize the four legacy terminals, and prepare the Airport for the challenges of the future.

Construction phasing to achieve this program will close sections of the terminals for 1-2 years at a time. The successful proposer must be prepared to move inventory with a notice at various times to accommodate passengers and employees. The current schedule is shown below and is subject to change.

Terminal B – To be completed in 2018

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 at Airport restaurants and shops and must be served quickly.
- In Terminals A, B, C, and D, all newsstands and locations serving coffee and breakfast will open for business no later than **5:00 a.m.** All other locations will open no later than 6:00 a.m. or as determined by Concessions staff. Further, any flight delays within the three (3) gate distance shall require Concessionaire to remain open to the public to provide its service until said flight leaves the subject gate, including all night, if requested by Board staff. 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.
- In Terminal E, all newsstands and locations serving coffee and breakfast will open for business no later than 4:30 a.m. All other locations will open no later than 5:00 a.m. Further, any flight delays within the three (3) gate distance shall require Concessionaire to remain open to the public to provide its service until said flight leaves the subject gate, including all night, if requested by Board staff. The hours of operation may be changed by the Board from time to time in 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 of this section 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 Lease. 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 Lease 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.
- Passengers often travel across time zones; therefore, a full menu should be available at all times at food & beverage locations.
- 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 September 29, 2017 includes eleven (11) packages containing a total of sixteen (16) locations. Locations include Food & Beverage and Retail locations.

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 these locations 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 www.dfwairport.com/concessions; it is suggested that you visit this website on a daily basis 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 www.dfwairport.com/concessions, 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, September 29, 2017
Pre-Proposal Conference	Tuesday, October 17, 2017
Final Date for Questions and Clarifications	Friday, November 17, 2017 by 5:00 pm
Proposal Due Date	Tuesday, December 12, 2017 by 2:00 pm CST
Committee Recommendations	Tuesday, April 3, 2018
Submittals to Board of Directors for Approval	Thursday, April 5, 2018

To register for the conference, go to <http://tinyurl.com/dfwrfp9292017>

- 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

- Final Date for Questions and Clarifications- **Friday, November 17, 2017** (All Packages) by 5:00 p.m. Central Time
- Proposal Due Date (All Packages) **Tuesday, December 12, 2017** by 2:00 p.m. Central Time
 - NOTE: Interviews are not required for all proposers, but may be necessary to determine final recommendations in some packages. Interviews are not guaranteed
- Selection Committee Recommendations – **Tuesday, April 3, 2018**
- Submittal to DFW Airport Board of Directors for Approval – **Thursday, April 5, 2018**

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 lease 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 – DFW's Street Level Pricing requires merchandise/products/services sold at DFW Airport to be priced within ten percent (10%) of the operator's other locations or to similar outlets within a twenty (20) mile radius of DFW Airport. Refer to Article 6 of the Draft Concession Lease Agreement for further information.

V. TERM

The Term of the Concession Lease Agreement will vary by package.

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 – Senior Contract Administrator
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 Lease Agreement 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 skillyon@dfwairport.com.

The period for review after the proposal deadline but before the award may be as long as 240 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 Lease Agreement in the same form as the **Draft Concession Lease Agreement** enclosed as **Attachment 3**. The proposer agrees to execute the lease ~~within thirty~~within sixty (3060) days under the submitting entity prior to ~~from~~ 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 which time your Minimum Annual Guarantee/Rent will begin, unless otherwise specified. Refer to Draft Lease Agreement, Article 1.

Please note the following requirements that are included in the lease 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 Lease, 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 Lease Exhibit for details. Proposer agrees to use the technology required by the lease agreement.

PROPOSAL GUIDELINES

Late Proposals

Any proposal received after the proposal closing date and time will be considered 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

A committee will evaluate each proposal submitted to the Airport. 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, Fit, Sales Potential, Merchandise/Menu/Services, Innovation	55
Customer Experience/Operations Outstanding Customer Experience, Operational Plans, Design, Conformity to Tenant Design Manual Layout, Flow, Staffing, Innovation and Training	35
Rent Percent Rent Offer	10
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.

Board Action number “2014-12-311” This Official Board Action will authorize a temporary deviation from the Concession Policy insofar as the cap on the total number of concessions is concerned. It will effectively suspend the cap policy as to monthly tenancies that will likely not exist at the conclusion of TRIP.

Submitting Proposals

Each proposal package (e.g., F&B-1) 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.

X. 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.

XI. 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.

Proposer Experience

Proposer must provide ownership and/or management history and meet **one** of the following;

- Proposer must have owned or operated the proposed or similar concept for a minimum of three (3) of the past ten (10) years.

OR

- Proposer must have ten (10) years of successful operation in an airport or non-traditional environment (i.e. airports, universities, stadiums, etc.) within the last fifteen (15) years.

Proposers may be newly-formed entities (joint ventures, limited liability companies) provided that the Proposer is qualified as follows:

1. Owners who own an aggregate of 49% or more of the proposing entity must satisfy the Proposer Experience Requirements. For example, if the Proposer is comprised of two members owning 51% and 49% respectively, the entity will be considered qualified if either the 49% or 51% member satisfies the Proposer Experience Requirements. If the Proposer is comprised of three members, owning 40%, 35% and 25% respectively, then the entity will be deemed qualified if two of the three members each satisfy the Proposer Experience Requirements.
2. If the entity is owned 50/50, then at least one owner must satisfy the Proposer Experience Requirement.

In all events, the Selection Committee must be satisfied that the party or parties satisfying the Proposer Experience Requirements will be in control of the proposing entity.

Proposal Deposit

Proposer must submit a proposal deposit in the amount of Ten Thousand Dollars (\$10,000) 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 fail to enter into an executed Joint Venture Agreement, Concession Lease Agreement and approval from DFW Business Diversity and Development Department within thirty (30) days from the proposer's receipt of the Concession Lease Agreement, unless otherwise specifically waived in writing by the Airport, the proposal deposit will be forfeited as liquidated damages and the proposal shall be deemed rejected.
7. If the Airport and the successful proposer enter into and execute a Concession Lease Agreement, but the proposer fails to furnish the required bond(s) and insurance certificate(s) prior to issuance of a construction permit, said Concession Lease Agreement 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 Lease Agreement shall be immediately forfeited by proposer.
8. 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. For example, if the package description asks for a Deli, only concepts featuring deli items such as sandwiches, salads, and soups as the majority of their sales will be considered acceptable. Please read the concept description to understand what will be evaluated.

Financial

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.

Minimum Annual Guarantee (MAG) is set for all food and beverage and retail locations. Proposed alternate MAGs will not be accepted unless otherwise stated on the package description.

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 and best concept 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. How does this entity meet the minimum experience requirements of this RFP?
3. What comparable experience does your company have in operating this concept or similar concepts?
4. How does your concept meet the minimum requirements for concept fit?
5. Highlight any additional, "WOW," factors such as awards received, media recognition, uniqueness of brand and/or merchandise/services, growth potential, ACDBE & M/WBE initiatives, etc.
6. Explain how you will engage the customer and/or enhance the customer experience.

TAB 2.1 - Concept

A) Brand

Provide information for each location in detail to clearly define the proposed concept/brand. The information should include the following elements (if applicable).

1. Documentation of national rankings in industry publications such as QSR, NRN, Fast Casual, Shopping Center Today, Airport Revenue News, Airport Cl...etc. for all of the following categories **OR** documentation of regional/local/airport recognition and customer preference.
 - If this concept/brand is new or emerging, provide supporting documentation to explain the vision for the concept/brand as well as business goals for growth.
2. Answer the following questions as they relate to the proposed concept(s)/brand(s):

- What were the concept's/brand's system-wide sales?
 - How many units are in the concept's/brand's system?
 - What are the average sales per unit for this concept/brand?
 - What is the annual system-wide sales percentage growth or percentage growth of number of units?
 - What is the average sale per unit percentage growth for this concept/brand?
 - What is the average transaction value for this concept/brand?
3. What is your concept's/brand's competitive advantage versus other similar concepts?
 4. Year-over-Year Sales growth over the past 3 years, submit a **Summary of Financial Statements, Exhibit E.**
 5. Based on the demographics provided by DFW International Airport;
 - How does your concept/brand meet the needs of our passengers?
 - Why is your concept/brand the best fit for DFW International Airport?
 - How does your concept/brand add to the customer experience?
 - How is your concept/brand desired by customers?
 - How does your concept/brand adapt to changing demographics?
 6. Provide any additional information about your concept/brand to DFW International Airport.

B) Customer Experience/Operations

1. DFW Airport relies on excellent customer service, which can be achieved through enthusiastic interaction with passengers, innovation, technology and creating a "WOW" experience while providing a welcoming ambience. Consistently delivering exceptional customer

experience attracts new patrons, enhances customer loyalty and ensures repeat business.

- a. Explain how your company ensures an outstanding customer experience.
- b. What technology and innovations will be used to market to and draw customers into the store?

C) **Merchandise/Menu/Services List**

Proposer must submit a proposed merchandise/menu/services list with prices for each location within the package. This submittal must include all products that will be sold at the Airport location. 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 merchandise/menu/services list must include:

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

All prices must adhere to the Airport's street-pricing, which requires merchandise/products/services sold at DFW Airport to be priced within ten percent (10%) of the operator's other locations or to similar outlets within a twenty (20) mile radius of DFW Airport. It is expected that merchandise/products/services sold at this location adapt to changing passenger preferences and demographics. Refer to Article 6 of the Draft Concession Lease Agreement for further information.

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

D) **Innovation**

Describe how your concept will capitalize on emerging technology trends and customer experience enhancements. All locations must provide the ability to conduct sales transactions using hand-held credit-card processing devices or other form of technology to

ensure speed of service. Note: Proprietary ordering systems to be used outside your lease line must receive prior approval.

- 1) How will you utilize technology to advance your product or service?
- 2) How will incorporating these features will drive revenue or increase customer service?
- 3) What technology advances, if any, will be utilized to assist with the operation of the location?

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 store standards and customer service, including:
 - a) Cleanliness Standards
 - b) Merchandising / Restocking
 - c) Customer Service Standards
 - d) Facility Maintenance
 - e) Storage Needs
- 2) Provide information demonstrating operational excellence.
 - a) Health Department Scores (where applicable) - Submit the (five) 5 most recent scores for each location used in this section.
 - b) Mystery Shop Scores (where applicable) - Submit the (five) 5 most recent scores. If you do not have recent mystery shop scores please explain in your submittal.
 - c) Customer Satisfaction Surveys, if applicable.
 - d) Current Landlord Operation Reviews, if applicable.

- e) 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 and driving sales.

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 stores.

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 store locations operated and the average gross sales for locations.
- 3) Proposer shall provide average sales per square foot, in proposed concept, for the most recently completed three (3) consecutive years of business.
- 4) Historical sales per square foot for relevant concepts.
- 5) 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 store 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.

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

Additionally, Proposer must submit:

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

G) Location Design

Provide information regarding your proposed design for each location that is representative of your brand standards. Use this section to set Selection Committee expectations on what you intend to build. **Features of your proposed design are expected to be part of the finished location.** Design and finish materials for all tenant improvements must adhere to the DFW Tenant Design Manual and be approved through the Airport Design Review Process, outlined in the DFW A-B-C-E TRIP Related Projects Tenant Design Manual, DFW Terminal D Tenant Design Manual, and DFW Design Criteria Manual. The selected proposer will be required to completely furnish and equip the new facility. The **Design Criteria Manual** as well as the **CADD Standards Manual, Construction and Fire Prevention Standards, Tenant Design Manuals, and Construction Permit Fee Schedule** can be found at www.dfwairport.com/concessions.

1. Provide an interior and exterior rendering of the proposed location showing storefront design.
2. Provide a proposed layout demonstrating passenger flow and product placement.
3. Provide a representative sample of materials and colors to be used.
4. Describe the overall look and feel of the location; the overall floor plan.
5. Identify any environmentally friendly materials or processes that will be utilized.
6. Illustrate any innovative elements you will incorporate such as digital and dynamic features, interactive features, in-store technology, etc.

Additional Information:

DFW International Airport is a world-class multi-modal transportation facility focused on excellent customer satisfaction. While Terminal D is DFW's premier terminal, we expect all proposals to be of equal caliber and quality. We expect state of the art technology to be utilized and contemporary designs to be implemented which will enhance the overall passenger experience. Passengers should leave DFW International airport wanting to return as soon as possible. We want our passengers to experience the terminals in the same manner in which a shopper would experience a luxury high end mall. All design submissions should contribute to the terminals iconic image. All designs should stand out as unique architectural elements unto themselves and exude a creative "wow-factor."

Store designs that are sculptural and creative which "pop" and draw people's attention; interior finish-outs that are conducive to high flow through traffic patterns; clean un-cluttered merchandising; strategic and ambient lighting schemes; high quality food service, interactive technology used creatively to enhance the shopping and dining experiences in every location.

Design and construction of all improvements will be the sole responsibility of the Concessionaire and will be subject to DFW's prior approval in accordance with the DFW A-B-C-E TRIP Related Projects Tenant Design Manual, DFW Terminal D Tenant Design Manual, and DFW Design Criteria Manual.

Fire and Life Safety Considerations:

Terminal D was constructed with a performance based fire strategy and is unique in its approach to the implementation of standard life safety systems. The terminal performance based fire strategy and the tenant design manual collaboratively are an integral part of the life safety systems in the terminal. All bidding parties must endeavor to comply with the fire and life safety requirements that are in the existing Terminal D Tenant Design Manual as well as the 2009 International Fire Code.

Variations will be considered when integral design elements are proposed which do not align with the existing Tenant Design Manual criteria. Items will be reviewed and considered based on how they specifically impact the life safety systems at each location.

NOTE: The drawings and exhibits prepared by the Architect provided herein illustrate the approximated scale and relationship of the project components. They are provided to fix and describe the size and character as the architecture, structural, mechanical and electrical systems, materials and other such elements as may be appropriate to provide context. The proposer recognizes the preliminary nature of the material being provided in advance of the passenger terminal final design and preparation of construction documents.

TAB 2.2 - Rental Income to the Airport

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

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:

Sonji Brown-Killyon – Senior Contract Administrator
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 proposal subject to a package-specific goal does not meet the goal or show an adequate good faith effort, or provide the necessary documentation or forms outlined in the Policies, then BDDD shall notify the procuring department to regard the proposal as non-responsive. Such determination shall result in no further consideration of the bid/proposal by the Selection Committee.

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 BDDD):**

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.

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. If forming a new Joint Venture that has not been previously approved by DFW, you have the option to submit a Draft Joint Venture Agreement to DFW no later than 20 days prior to the proposal due date stated in the RFP for evaluation and feedback.

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 Draft Joint Venture Agreement or proposal, whichever is **earlier**, is submitted.

The amount and type of ACDBE participation proposed will become a firm commitment upon execution of a Lease Agreement 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.

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 Subcontracting/Supplier commitment for this Lease. The Board shall have the right until three (3) years after the expiration or termination of this Lease, through its representatives, and at all reasonable time, to review books, records and financial information of the Proposer (and where applicable, all individuals, joint venture partners or team members or other business entities that are a party or engaged in concession activity under this Lease) requested by the Board's representatives to substantiate compliance with 49 C.F.R. Parts 23 & 26; as amended and any guidance issued by FAA from time to time regarding the interpretation of the federal regulations.

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 (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

DFW will also accept the ACDBE certification from an out-of-state U.S. Department of Transportation-approved Unified Certification Program, during the interim of the Proposer applying with NCTRCA. Proposer must submit a letter from the Director of NCTRCA- with an assigned B2GNOW System Vendor Number as proof of pending certification.

**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 Lease Agreement and the enclosed lease exhibit(s) for the proposed Concession(s).

The proposer accepts all of the terms and conditions of the RFP and Tenant Design Manual (TDM), including the draft Concession Lease Agreement. The proposer understands the Concession Lease Agreement 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 Lease Agreement. The proposer will sign the Concessions Lease under the submitting entity within ~~thirty-sixty~~ **(3060)** days ~~of receiving the tendered Concession Lease Agreement from the 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 Descriptions and understand the requirements.

I also 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 _____
Location ID(s) _____

Name of Proposer: _____
Signature of Authorized Person: _____

Printed Name of Authorized Person: _____
Title: _____

Business Address of Proposer: _____

Business Phone: _____

Fax: _____

E-mail: _____

Date: _____

Subscribed and Sworn to before me this _____ day of _____ 2017

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 doubleclick 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

Architectural and Engineering Fees \$ _____

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

Architectural and Engineering Fees \$ _____

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	2014	2015	2016
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 of ____ on this concession 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, must submit required Exhibit E-3).*

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; and NCTRCA-assigned Affidavit Number for out-of-state ACDBE firms.

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

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.

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

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

The following factors are taken into account when assessing a Good Faith Effort (GFE) response. These factors are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the applicable contract-specific Disadvantaged/Small/Minority/Women Business Enterprise (D/S/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 D/S/M/WBE contract requirements. This means that a bidder/proposer must show that it took all necessary and reasonable steps to achieve a D/S/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 D/S/M/WBE participation, even if they were not fully successful. Dallas Fort Worth International Airport (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 D/S/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
Whether the contractor/vendor/bidder conducted market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified D/S/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 D/S/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 D/S/M/WBE directory) and which are located in the area or surrounding areas of the project.
Whether the contractor/vendor/bidder advertised in general circulation, trade association, and/or D/S/M/WBE focused media concerning subcontracting and supplier opportunities (acceptable documentation shall be copies of advertisement, newspaper page where advertisement was posted or print media confirmations);
Whether the contractor/vendor/bidder solicited the interest as early in the acquisition process being at least five (5) business days prior to bid opening as practicable to allow the D/S/M/WBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder/proposer should determine with certainty if the D/S/M/WBEs are interested by taking appropriate steps to follow up initial solicitations at least three (3) business days prior to bid opening to determine with certainty whether the D/S/M/WBEs were interested (appropriate steps may be demonstrated by second contact attempts by letter, facsimile transmission, telephone communication or email, if bidder/proposer failed to make contact on its first attempt).
Whether the contractor/vendor/bidder selected portions of the work to be performed by D/S/M/WBEs in order to increase the likelihood that the D/S/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 D/S/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 D/S/M/WBE participation.
Whether the contractor/vendor/bidder provided interested D/S/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. The ability or desire of a contractor/vendor/bidder to perform the services of a contract with its own workforce does not relieve the contractor/vendor/bidder of the responsibility to meet the contract goal or demonstrate good faith efforts to do so (The bidder/proposer shall make a moderate and reasonable adjustment to the normal and practiced industry standard that demonstrates a reasonable willingness to divide up scopes of work to provide more opportunities for D/S/M/WBEs to bid/quote).
Whether the contractor/vendor/bidder negotiated in good faith with interested D/S/M/WBEs. It is the bidder's/proposer's responsibility to make a portion of the work available to D/S/M/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available D/S/M/WBE subcontractors and suppliers, so as to facilitate D/S/M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of D/S/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 D/S/M/WBEs to perform the work.

<p>Whether the contractor/vendor/bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including D/S/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 D/S/M/WBEs is not in itself sufficient reason for a bidder's/proposer's failure to meet the contract D/S/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/proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from D/S/M/WBEs if the price difference is excessive or unreasonable.</p>
<p>Whether the contractor/vendor/bidder did not reject D/S/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 D/S/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/proposer or prime contractor to accept unreasonable quotes in order to satisfy contract goals.</p>
<p>Whether the contractor/vendor/bidder prime contractor's inability to find a replacement D/S/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 D/S/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 D/S/M/WBE, and it is not a sound basis for rejecting a prospective replacement D/S/M/WBE's reasonable quote.</p>
<p>Whether the contractor/vendor/bidder make efforts to assist interested D/S/M/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.</p>
<p>Whether the contractor/vendor/bidder make efforts to assist interested D/S/M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.</p>
<p>Whether the contractor/vendor/bidder effectively uses 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 D/S/M/WBEs.</p>
<p>Whether the contractor/vendor/bidder in determining whether a bidder/proposer has made good faith efforts, it is essential to scrutinize its documented efforts. 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 D/S/M/WBE and non-D/S/M/WBE subcontractor quote submitted to the bidder when a non-D/S/M/WBE subcontractor was selected over a D/S/M/WBE for work on the contract to review whether D/S/M/WBE prices were substantially higher; and contact the D/S/M/WBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to D/S/M/WBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.</p>
<p>Whether the contractor/vendor/bidder promise to use D/S/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 D/S/M/WBE Liaison: _____

Recommendation: Approval: _____ Denial: _____

**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.).

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 if 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

MWBE Commit Form Updated 9/2017

¹ The Airport's market area is defined as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, and Wise counties.

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

The tenant finish out (design and construction) M/WBE participation goal for this solicitation is ____%. 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> <ol style="list-style-type: none">1. Identify products and services that will be procured and utilized in the daily operations of the concession.2. Describe proposer's efforts to identify and utilize M/WBE vendors for these products and services.
<p>Tenant Build Out - Design</p> <ol style="list-style-type: none">3. Identify architectural and engineering services that will be procured and utilized in the design of the concession.4. Describe proposer's efforts to identify and utilize M/WBE vendors for these services.
<p>Tenant Build Out – Construction</p> <ol style="list-style-type: none">5. Identify construction and construction-related services that will be procured and utilized in the construction finish out of the concession.6. Describe proposer's efforts to identify and utilize M/WBE vendors for these services.7. Describe procurement process proposer will utilize in awarding prime and subcontracting contracts.
<p>M/WBE Community Outreach Efforts and Advertising to M/WBE Certified Firms</p> <ol style="list-style-type: none">8. 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.9. 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)

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	%	
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.

- A separate proposal should be submitted for each package (i.e. if bidding on F&B-1 and F&B-2, there should be two separate proposals submitted). 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).
 - Exhibits, Merchandise/Services List, Design, Financial Information, and ACDBE and M/WBE Participation pages are not counted toward the page limit.

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)

Tab 2.1 – Concept (Merchandise/Operation)

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

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

- A. Proposed Rent Statement, Attachment 1
- B. Sales Expectation, Attachment 2

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.
- 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.

- 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.

NAME AND TITLE OF AUTHORIZED OFFICIAL:

SIGNATURE: _____

DATE: _____

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 _____