

PERMIT

PERMIT NUMBER:	
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PARTIES AND ADDRESSES:	
“BOARD”:	DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD Attn: Revenue Management Department Post Office Box 619428 DFW Airport, Texas 75261 Telephone: 972-574-1131 Fax: 972-574-2760 All Courier Mail route to: DFW Airport Headquarters Revenue Management - 3 rd Floor 2400 Aviation Drive DFW Airport, TX 75261
“PERMITTEE”:	

For Operation of Meet and Greet Services 2018
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The Dallas/Fort Worth International Airport Board (hereinafter called "Board") hereby grants to Permittee the hereinafter described privilege at the Dallas/Fort Worth International Airport (hereinafter called "Airport"), in accordance with the Terms and Conditions set forth below:

1. PERMIT NUMBER:
2. PERMITTEE:
3. PERMITTEE'S ADDRESS:
4. PRIVILEGE: Permittee will be the preferred provider of Meet and Greet Services at Dallas Fort Worth International Airport.
5. RENTS AND FEES: Permittee shall pay rents equal to Ten Percent (10%) of all Gross Receipts for all Meet and Greet Services provided by Permittee.

A \$2,000 Security Deposit shall be paid in advance of Permit effective date and maintained during the term of the Permit.
6. SCHEDULE OF CHARGES: Permittee shall pay Concessionaire Charges, as set forth in the Dallas/Fort Worth International Airport Schedule of Charges, as may be amended from time to time, with the following exceptions: Marketing Assessment Fee, Vent-A-Hood Cleaning, Vent Screen Replacement, Trash Removal Charge, Grease Interceptor Amortization, Grease Interceptor Maintenance, and Security Surcharge.
7. EFFECTIVE DATE:
8. EXPIRATION DATE: Three (3) years from Effective Date or upon receipt of 30-day notification by DFW.

USE OF AIRPORT

No Leasehold Interest. Although Permittee may be instructed or allowed to service particular areas within the five (5) Terminals of the Airport as allowed by the particular badging privileges (Designated Operating Areas). For the exercise of the privileges hereunder, Permittee acknowledges that this Permit is not a lease, that there is no leased premises, and that this Permit does not create a leasehold interest in any part of the Airport. The Board may change the Designated Operating Areas at any time and for any reason, in the Board's sole discretion, provided that a relocation of the Designated Operating Area does not interfere with Permittee's privilege hereunder.

Board hereby grants Permittee the right to use a total of up to five (5), non-reserved parking spaces within the parking garages of the Terminals.

No Warranties of Suitability. Permittee acknowledges that the Board has made no representations whatsoever concerning the suitability of any Airport property or facilities for the exercise of the above-stated privileges.

Ingress and Egress. Permittee, its employees, invitees and those doing business with it shall have the right of ingress and egress to the Airport, subject to applicable parking fees, traffic regulations, and other operational rules prescribed by the Board.

Nuisances and Board Rules. Permittee, its employees, invitees, and those doing business with it shall conduct its operations in such a manner so as not to annoy, disturb or be offensive to others at the Airport, and shall maintain all property under its control in a clean and orderly manner as prescribed by the Board. Permittee shall obey all rules and regulations of the Board as they may be amended from time to time. The Board or its agents shall have the right at any reasonable time to inspect Permittee's activities pursuant to this Permit.

Repairs and Improvements. Permittee shall promptly repair or replace any property of the Board or Airlines damaged by Permittee's operations hereunder. If Permittee fails to promptly repair or replace Board property damaged by Permittee's operations, Board may perform such repair or replacement itself and apply Permittee's Property Damage and Security Deposit ("Deposit") toward the cost of such repair or replacement. If Deposit is insufficient to cover the Board's entire cost of such repair or replacement hereunder, Board shall bill Permittee for, and Permittee shall promptly pay, the balance of Board's cost to perform the work. Permittee within 10 days of receipt of such notice shall pay the Board that amount necessary to return the Deposit to the original amount required by this Permit. Permittee shall make no improvements or alterations to Airport property without prior approval, in writing, by the Board's Vice President of Revenue Management or designee.

COMPLIANCE WITH APPLICABLE LAWS

General. Permittee shall pay all taxes, fees and excises which may be assessed, levied, exacted or imposed on its property or operations hereunder, and shall make all applications, reports, and returns required in connection therewith. Permittee shall provide to Board, to the Cities of Dallas or Fort Worth, or to the municipality in which the operation is situated, upon ten days notice and at no cost, any information deemed necessary by them to verify taxes paid as to Permittee's operations, or any other information directly or indirectly concerning amounts to be received by Board or other municipalities pursuant to interlocal tax or revenue sharing agreements. Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the operations of Permittee at the Airport which may be necessary for Permittee's operations. Permittee shall promptly comply with the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to Permittee's operations at the Airport, including the requirements of the Americans with Disabilities Act. Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property and are not to be construed as a submission by the Board to such requirements or any of them.

Environmental. Permittee shall immediately inform the Board of any suspected or discovered violation of any applicable environmental rule, regulation, or law. The Board reserves the right to notify the appropriate authorities concerning any such suspected or discovered violation. Permittee agrees to comply with all environmental laws, rules, regulations, orders and/or permits applicable to Permittee's operations on or in the vicinity of the Airport, including but not limited to required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, and/or disposal of hazardous or regulated substances. Permittee shall not knowingly use, store, generate, treat, transport or dispose of any hazardous or

regulated substances or waste on or near the Airport without first obtaining prior written approval from the Board's Environmental Services Section and all required permits and approvals from all authorities having jurisdiction over Permittee's operations on or near the Airport. If Permittee determines at any time through any means that any threat of any potential harm to the environment, including but not limited to any release, discharge, spill or deposit of any hazardous or regulated substance, has occurred or is occurring which in any way affects or threatens to affect the Airport, or the persons, structures, equipment, or other property thereon, Permittee shall immediately notify, in person or by telephone: (1) the Board's Environmental Services Section, (2) the Board's Fire Marshal, and (3) all emergency response centers and environmental or regulatory agencies, as required by law or regulation, and shall follow such verbal report with written confirmation within seventy-two (72) hours. Permittee agrees to cooperate fully with the Board in promptly responding to, reporting, and remedying any threat of potential harm to the environment, including without limitation any release or threat of release of hazardous or regulated substances into the drainage systems, soils, ground water, waters or atmosphere, in accordance with applicable law or as authorized or approved by any agency having authority over environmental matters. Permittee shall be responsible to the Board, including remediation and all costs associated therewith, for Permittee's action or inaction which is directly or indirectly responsible for any failure of the Airport to materially conform to all then applicable environmental laws, rules, regulations, orders and/or permits. The rights and obligations set forth in this paragraph shall survive the termination of this Permit.

Other.

- A. Permittee, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Permit for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 23 and 26, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B. Permittee, as a part of the consideration hereof, does hereby covenant and agree that:
1. no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
 2. in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and
 3. Permittee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 23 and 26, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.
- C. Permittee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Permittee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods:
1. the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 2. the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISES

Permittee agrees to adhere to all statements and representations contained in AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE SPECIAL CONTRACT PROVISIONS which is attached as Exhibit "C", provided however in the event of any inconsistencies with other terms of this Permit, said other terms shall control.

INDEMNITIES

Permittee agrees to indemnify, hold harmless, defend and insure the Airport Board, the Cities of Dallas and Fort Worth, their directors, officers, agents, councils and employees from and against any and all claims and causes of action, administrative proceedings, judgments, penalties, fines, damages, losses, demands, liabilities, or expenses whatsoever (including reasonable attorney's fees and costs of litigation, mediation and/or administrative proceedings) which may be brought, alleged, or imposed against the Board, the Cities of Dallas and Fort Worth, their directors, officers, agents, councils, or employees arising directly or indirectly from or in any way connected with (1) any property damage or loss, personal injury, including death, or adverse effect on the environment, arising out of Permittee's action or inaction with regard to the operations of Permittee hereunder; (2) the failure of the Permittee, its agents or employees, to comply with the terms and conditions of this Permit, or to comply with any applicable federal, state, or local laws, rules, regulations, ordinances, or orders including, but not limited to, any and all applicable environmental laws, rules, regulations, or orders; and/or (3) release of any hazardous or regulated substances or waste onto, into, or from the Airport, connected in any way with Permittee's operations or action or inaction of Permittee, its agents or employees, regardless of whether the act, omission, event, or circumstance constituted a violation of applicable law at the time of the occurrence. The rights and obligations set forth in this paragraph shall survive the termination of this Permit.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Permittee shall promptly advise the BOARD in writing of any claim or demand against the BOARD or Permittee known to Permittee related to or arising out of Permittee's activities under this permit.

INSURANCE

Permittee shall, at its expense, maintain in effect not less than the following coverage and limits of insurance, which Permittee shall maintain with insurers, policy forms and deductibles satisfactory to the Board. If the coverage fails to comply with these requirements, Permittee agrees to amend, supplement or endorse the existing coverage to comply, at no additional cost to the Board, and to maintain such insurance through the end of the contract, warranty period, or other specified time period, whichever is longer. Any deviation from the requirements outlined below requires the prior written approval of the Department of Risk Management.

All policies must be written through a licensed company authorized by the Texas State Board of Insurance to transact that class of insurance business in the State of Texas, with a minimum rating of "A -", and "VII" by A. M. Best Company or by an approved surplus lines carrier. If the rating of any insurer should fall below this standard, Permittee shall cause the policy to be replaced promptly by an acceptable insurer.

All policies shall designate the following parties as "Additional Insured's":

"Dallas/Fort Worth International Airport Board and the cities of Dallas and Fort Worth, Texas"

Should this Lease require the use of contractors, it will be the sole responsibility of Permittee to require contractors to provide and maintain the insurance limits and coverage required herein, or to provide said insurance coverage for the contractors by designating the contractors as additional insureds, either by a blanket additional insured endorsement or by specific endorsement.

All policies shall waive the insurer's right of recovery or subrogation against the Board and the Cities.

If any policy is in excess of a deductible or self-insured retention (SIR), the amount of such deductible or SIR must be clearly identified, and may not exceed one (1%) percent of Permittee's net worth. The Board reserves the right to reject any deductible or SIR, or require Permittee to provide a bond at no additional cost to the Board.

All policies must be primary with respect to coverage provided for the Board.

All policies must be non-contributory with other coverage or self-insurance available to the Board.

B. REQUIRED COVERAGE AND LIMITS

Workers' Compensation:

Statutory Coverage

All employees, leased or co-employees, independent contractors, and employees of subcontractors and vendors, occupants of the building as tenants, sub-tenants or sub sub-tenants, performing work for the Board, or entering upon the Board's premises, must be covered by Workers Compensation.

If Permittee is a sole proprietorship without employees and will not be using any subcontractors in the performance of this Lease, it may substitute the following for workers compensation insurance: Permittee must provide the Board's Risk Management Department with proof of medical insurance covering the sole proprietor and, as sole proprietor.

Workers' Compensation or act rejection medical policies shall waive the insurer's right of recovery or subrogation against the Board and the Cities.

Employer's Liability:

\$ 500,000 Each Accident
\$ 500,000 Each Disease, Each Employee
\$ 500,000 Each Disease Policy Limit

Commercial General Liability (CGL):

\$1,000,000 Limit Any One Occurrence
\$ 5,000 Medical Payments
\$ 100,000 Damage to Rented Premises
\$1,000,000 Personal and Advertising Injury
\$2,000,000 Policy Aggregate (per location or per project)
\$2,000,000 Products and Completed Operations Aggregate

Should the Permittee or its hired contractors or subcontractors perform remodeling, construction, alterations or refurbishments, CGL coverage shall include completed operations for not less than two (2) years following substantial completion of the work. The CGL shall be endorsed to include coverage contractual liability and Independent Contractors.

CGL coverage applies unless Permittee provides only trucking, (no premises or operations other than driving, loading/unloading), or garage operations (see below).

Business Automobile Liability:

\$500,000 Combined Single Limit for Each Accident

Coverage must apply to all vehicles (owned, non-owned, or hired) operating on the Board's site/location, or transporting the Board's personnel or property off the Board's site, except vehicles operated by Permittee or Permittee's employees commuting in personal vehicles to the Board's parking facilities, in which case Permittee must carry only Employer's Non-Ownership coverage, (same limit), and ensure that such vehicle(s) are personally insured.

Hauling any materials, property, cargo or equipment that contains or may contain hazardous waste must include a Motor Carrier Act (MCS 90) form or broadened pollution liability endorsement. Trailers and other towed equipment and trailer interchange coverage shall be included where applicable.

If your operations are solely a garage (vehicle maintenance and repair), Permittee must carry Garage Liability, instead of Business Auto Liability, but the Garage Liability must not be limited to auto liability only, and the same limit applies.

All liability policies, except Pollution & Professional, must be written on an "Occurrence Form." Neither "Modified Occurrence" nor "Claims-Made" policies are acceptable. If the Pollution or Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of Permittee's first exposure to pollutants, or first work that may give rise to a pollution liability claim, related to this Lease.

Aggregate limits of all liability policies shall be "per project" or "per location," as appropriate. If any aggregate limit is reduced by 25% or more by reserved or paid claims, Permittee must notify the Board and promptly reinstate the required aggregates.

All liability policies shall name the Board and the Cities of Dallas and Fort Worth as "Additional Insureds," including coverage for Products/Completed Operations.

All liability shall include Broad Form Contractual Liability covering the indemnification provisions of this Lease. All liability policies shall cover loss caused by Permittee's subcontractors, independent contractors, suppliers or other parties providing goods or services in connection with this Lease.

All liability policies must contain a "severability of interests" provision.

All liability policies must cover cross-suits between insureds.

If Permittee's operations involve any construction, no liability policy shall contain exclusions for hazards of explosion or collapse.

If Permittee's operations involve any construction, reconstruction, repair or similar work, no liability policy may contain any exclusion for such work.

C. ADDITIONAL COVERAGE AND LIMITS

Excess / Umbrella Liability:

Provide applicable coverage

Air Operations Area:

\$10,000,000 (When work is required within air operations area)

Access to the Air Operations Area will not be granted without verification of insurance coverage as required.

Secure/Sterile Side Operations:

\$5,000,000 (When work is required within secure side of terminal, but outside air operations area)

Excess/Umbrella Liability coverage must apply in excess of all required primary liability insurance, and must be at least as broad as the underlying liability insurance.

Excess/Umbrella Liability coverage limit may be satisfied by adding the amounts of CGL and Excess/Umbrella Liability to arrive at a total of \$5,000,000 / \$10,000,000. The same would be applicable for Business Auto Liability and Excess/Umbrella Liability to arrive at a total of \$5,000,000 / \$10,000,000.

Pollution Liability Insurance:

\$1,000,000

If Permittee has any exposure to asbestos, lead, mold, (including any work that could, if not performed properly, lead to mold or fungal contamination), petroleum products, contaminated soils, or other pollutants, Permittee shall provide appropriate Pollution Liability or Environmental Impairment insurance.

If the Pollution Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor's first exposure to pollutants, or first work that may give rise to a pollution liability claim, related to this Lease.

Liquor Liability:

\$3,000,000 (if liquor is served by Permittee or subtenant)

Not limited to "host liquor" coverage.

Permittee, Contractors or Subcontractors Property and Equipment:

If Permittee, Contractors or Subcontractors utilize any mobile or other equipment, tools or machinery for their work or operations, they shall maintain all-risk Property and Contractors Equipment coverage for personal property including all owned and non-owned property in their care, custody or control or for which they are legally liable or for which they have agreed to insure or be responsible and include a Waiver of Subrogation in favor of the Board. Permittee, Contractors and Subcontractors will ensure, where and when applicable that proper insurance and coverage limits are in place as respects owning and/or operating lifting or crane and rigging equipment and provide such evidence of insurance on their COI and/or by attaching a copy of the policy endorsement.

Deductibles and Retention:

Permittee, Contractors or Subcontractors shall be responsible for any and all deductibles or self-insured retention amounts with respect to losses and related investigations, claim administration and defense expenses pertaining to the requisite liability coverages, workers compensation and excess/umbrella insurance policies specified herein.

Aggregate Limits:

If any of the insurance coverages required contain aggregate limits applying to other operations of Permittee, Contractors or Subcontractors outside of this Agreement and these limits are diminished by any incident, accident, occurrence, claim, settlement or judgment against their insurance, Permittee, Contractors and Subcontractors shall take immediate steps to restore aggregate limits or shall provide other insurance protection for the aggregate limits.

Completed Operations:

Permittee shall be responsible for claims that may arise out of the Permittee's operations or completed operations whether such operations or completed operations are by the Permittee or its hired Contractors, Subcontractors or Independent Contractors.

Adequacy Regarding Coverage:

By requiring insurance herein, Permittee does not represent that coverage and limits will necessarily be adequate to protect the Board and such coverage and limits shall not be deemed as a limitation or cap on Permittee's liability or indemnities granted to the Board in this Contract.

D. CERTIFICATION OF INSURANCE

Permittee or its insurance agents or brokers shall email a Certificate of Insurance to the Board Certificate Inbox, dfwcoi@dfwairport.com or fax to 972.973.5651. Permittee shall cause Permittee's insurance data to be kept current for the period of time Permittee is responsible pursuant to this Agreement.

Permittee, upon oral or written request, shall furnish copies of policies, certified by an authorized representative of the insurers, within ten (10) days of request.

All insurance policies shall contain a provision that written notice shall be given to the Board's Risk Management department, at least thirty (30) days prior to cancellation, except ten (10) days for non-payment of premium. In the event Permittee is not notified that an insurer intends to terminate or not renew a policy or reduce coverage below requirements of this Lease, Permittee shall arrange acceptable alternate coverage to comply with said requirements and cause replacement coverage data to be obtained. In addition, Permittee shall cause its agent,

broker or insurer to enter a cancellation date into the Board's designated automated insurance reporting system, as soon as the effective date is known to the agency, brokerage, or insurer (if insurer enters data).

No policy submitted shall be subject to limitations, conditions or restrictions that are inconsistent with the intent of the Insurance requirements of this Lease.

Approval, disapproval or failure to act by the Board regarding any insurance obtained by Permittee shall not relieve Permittee of responsibility or liability for damages and accidents as set forth herein, nor shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Permittee from liability.

In addition to the Certificate of the Board reserves the right to request from Permittee, Contractors or Subcontractors directly or indirectly employed by Permittee copies of insurance coverage endorsements or exclusions as requested herein either by attachment to a COI or by individual submission. The "Project or Contract Name", "Contract Number" and a 'brief' description of the work or contract shall be listed within the Description of Operations box on all COIs as reference to which project, contract, operations or work the COI is intended to apply. Should Permittee or Contractors or Subcontractors fail to provide evidence of compliant insurance and COIs prior to the start of work or operations, the Board reserves the right to disallow them from entering the project, work site or performing operations.

FINANCIAL REPORTING

Regular Reporting.

Permittee shall file with the Board a weekly Gross Receipts report stating Gross Receipts by and from each location comprising the Premises. The weekly Gross Receipts reports shall be submitted through the Concessionaire Submittal Application (CSA) and shall be filed no later than the day the Department of Concessions specifies for the activity of the immediate prior week.

Gross Receipts submitted into this application will be totaled at the conclusion of each calendar month to determine the amount of percentage rent due where applicable. Permittee must calculate the amounts due in accordance with this Permit and payment should be received no later than the 20th of each month following the month of accrual. As the CSA process is enhanced, the Permittee's payment due date may be adjusted accordingly.

Permittee shall prepare and maintain in accordance with Generally Accepted Accounting Principles complete and accurate books and records that include all income, expenses, Gross Receipts, and other economic transactions under this Permit, and the Board shall have the right, through its representatives, and at all reasonable times, to inspect the books and records of Permittee, any sublessees, or other participants in the operations authorized in this Permit. Permittee's system of accounts shall allow each location of Permittee's operations under this Permit to be distinguished from all other locations or operations of Permittee. Permittee shall maintain source documents sufficient to support Permittees books, records, and reports.

The Board reserves the right to require such additional information be reported as deemed necessary by the Board and in a format as developed by the Board from time-to-time. Permittee shall pay a fee per the Schedule of Charges if Permittee fails or refuses to file any Gross Receipts report due hereunder within twenty-four (24) hours of its required filing.

All Gross Receipt reports shall be filed using the technology and procedures designated by the Board. If the Board instructs Permittee to file the reports using future technology, the Board shall not be obligated to furnish Permittee with the equipment or systems necessary to do so.

Permittee agrees to provide performance reports on a weekly/monthly/annual basis as requested by the Board.

"GROSS RECEIPTS", sometimes called Gross Revenues or Gross Sales, shall include all monies paid or payable to Permittee for sales made and for services rendered at or from the Premises, to include catering and internet sales, regardless of when or where the order therefor is received (including outside the Premises), and any other receipts, credits, rebates, allowances, or revenues of any type arising out of or in connection with Permittee's operations (or those operations of Permittee agents or sublessees) at the Premises, including, but not limited to, branding fees, marketing fees, merchandising fees, promotional allowances, retail display allowances (RDA), and any type of ancillary advertising or product placement fees/allowances, provided, however, that Gross Receipts shall not include:

1. Any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by Permittee;
2. Amounts and credits received in settlement of claims for loss of, or damage to merchandise;
3. Amounts and credits received from suppliers for products and merchandise returned by Permittee;
4. Receipts that are later refunded to a customer for merchandise returned;
5. Insurance proceeds;
6. Bulk sales as defined by the U.C.C.;
7. Tax rebates;
8. Inter-store transfers; and
9. Amounts for coupons and other forms of discounts (including, but not limited to, complimentary customer and employee meals), such that only the amounts actually received are ultimately included in Gross Receipts.

When properly recorded and accounted for, Permittee may also deduct from Gross Receipts the Mixed Beverage Taxes paid to the State of Texas and levied as a percentage of the amounts charged by Permittee for mixed beverages; provided Permittee lists said Mixed Beverage Taxes on reports of Gross Receipts submitted to the Board.

Audits. The Board shall have the right until three (3) years after the expiration or termination of this Permit, through its representatives, and at all reasonable times, to review all books, records, and agreements of Permittee (and where applicable, all individuals or other business entities who are party to this Permit) requested by the Board's representatives to substantiate the accuracy of reported Gross Receipts and Permittee's compliance with other provisions of this permit. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with state or federal entities, discount or rebate/allowance agreements, records of refunds or voids, and joint venture or partnership agreements. Such right of examination shall include cooperation by Permittee personnel (including, but not limited to, cooperation in sending confirmations to Permittee's suppliers or others, assisting the Board in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Gross Receipts are deposited) as reasonably considered necessary by the Board's representatives to complete the audit. All such books, records, and agreements shall be kept for a minimum period of five (5) years after the close of each calendar year.

Audits will be conducted at Dallas/Fort Worth International Airport. However, if first agreed to by the Director of Audit Services or designee, the audit can be conducted off the Airport, in which event Permittee shall reimburse the Board for reasonable transportation, food and lodging costs associated with the audit. Permittee shall allow the Board's representatives to copy any records the representatives determine to be necessary to conduct and support their audit. Permittee shall provide the Board's representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to conduct the audit. Permittee shall not charge the Board for reasonable use of Permittee's copy machine while conducting the audit, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in magnetic, optical, microform or other media. Permittee shall provide all records and retrievals requested, within seven calendar days. If such records are not received within 14 calendar days, the Board may assess liquidated damages in the amount of \$100 per day for each record or retrieval not received. Such damages may be assessed beginning on the 15th day following the date the request was made.

If, as a result of the audit, it is established that Permittee underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period audited, the entire expense of the audit shall be borne by Permittee. Any additional payments due shall forthwith be paid by Permittee to the Board with interest thereon at the same rate specified for late fees, from the date the subject rent or fees became due. If it is established that Permittee underreported Gross Receipts or underpaid fees related to Gross Receipts by five percent (5%) or more for the period audited, the Board shall be entitled to terminate this Permit for cause upon thirty (30) days' written notice, regardless of whether the deficiency is paid.

MONETARY OBLIGATIONS

Rents. Percentage rent for each month is due and payable by the 20th day of each month following the month of accrual, without issuance of an invoice. Payment will be considered late if not received by the 20th day of the same month and late payments will be accrued as set forth in the Airport's Schedule of Charges. If the rent commencement date occurs other than on the first day of the calendar month or if the expiration date occurs other than on the last day of the month, then the minimum guarantee and the percentage rent shall be prorated for said month. All payments shall be made to:

Dallas/Fort Worth International Airport
P.O. Box 974551
Dallas, TX 75397-4551

Or as may otherwise be designated in writing by the Revenue Management Department.

Schedule of Charges. Permittee shall timely pay to the Board beginning with the month of the Effective Date all applicable charges as set forth in the Schedule of Charges, as may be amended from time to time, including without limitation all Permittee Charges, unless specifically waived by this Permit. All charges based upon square footage shall be calculated using the square footage allocable to the Designated Operating Area. Upon expiration of this Permit, Permittee shall pay to the Board accrued and unpaid fees and charges to the date of vacancy, with final payment to be received within thirty (30) days following the date of vacancy or receipt of a final statement, whichever occurs first.

RULES OF BUSINESS OPERATION

General Standards. Permittee shall conduct its business in a first-class, businesslike, efficient, courteous and accommodating manner. The Board shall have the right to make reasonable objections to the character of the service rendered the public, and Permittee agrees to promptly discontinue or remedy any such objectionable practice.

Non-Competition. Permittee agrees to take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it at the Airport and agrees that Permittee will not divert or cause or allow to be diverted any business from the Airport.

Permissible Goods. Permittee has caused to be attached hereto as Exhibit "B" a complete list of all goods and/or services Permittee is allowed to sell at the Airport as well as the prices to be charged to the public. Permittee shall not add, delete or sell merchandise of categories not reflected on the aforesaid exhibit without first receiving written approval from the Board, which shall not be unreasonably withheld or delayed.

Street-Level Pricing. Permittee understands the Board's objective to achieve street level pricing of all goods and services sold to the public at the Airport. Accordingly, Permittee warrants and represents that prices charged at the Airport are subject to Board approval.

Prior to the effective date of the Permit, the Permittee must submit a product and services list for approval by the Vice President of Revenue Management or his designee. This product and services list must identify the airports used as a basis for establishing the prices charged by the Permittee.

Operational Requirements: Each location shall be subject to operational requirements found in Exhibit "E" of this Agreement.

Proposal: Permittee agrees to adhere to all statements and representations contained in Permittee's competitive proposal, provided however in the event of any inconsistencies with other terms of this Lease, said other terms shall control.

Goods and Services Procedures: For any product or services, other than meet and greet services as detailed in Exhibit "B", Permittee shall utilize current Airport Concessionaires, within the terminals, and escort the passenger to and from the said Concession.

Non-exclusive Rights: The rights granted herein for the operation of the permitted concession at the Airport shall be preferred but non-exclusive. The Board may, at any time, permit other concessionaires to provide meet and greet services on a non-preferred basis.

Personnel. Permittee agrees to employ or permit the employment of only such personnel as will assure a high standard of service to the public. All the personnel, while on or about the Airport, shall be clean, neat in appearance, uniformly attired (with appropriate identification badge displaying no less than the Permittee and employee name), and courteous at all times. No personnel employed by the Permittee, while on or about the Airport, shall use improper language, act in a loud, boisterous, or otherwise improper manner, or be permitted to solicit business in a manner that is offensive or otherwise unprofessional.

Deliveries. Permittee agrees to protect the landside curb utilization integrity and the terminal security entry points for the flow of airline passengers during any merchandise deliveries. Permittee agrees that the Board, in its sole discretion and upon advance written notice, may require that all products delivered to the terminal be limited to certain entry points and certain delivery times. Permittee further agrees that the Board in its sole discretion and upon sixty (60) days advance written notice may require a merchandise distribution operator. The Permittee using the system will pay all costs associated with the operation of any distribution or delivery system and any related security or screening costs.

DEFAULT, REMEDIES, AND TERMINATION

Default. If the Board is required or reasonably elects to pay any sum or sums, or incurs any obligations or expenses due to the failure, neglect or refusal of Permittee to perform or fulfill any one or more of the conditions, covenants, or agreements set forth in this Permit, or as a result of an act or omission of Permittee contrary to said conditions, covenants and agreements, Permittee agrees to pay within thirty (30) days the sum or sums so paid or the expenses so incurred, including all interest, costs, damages and penalties, and the same may be added to fees due hereunder.

Termination. The Chief Executive Officer of the Board may terminate this Permit at any time or require Permittee to immediately cease any operations hereunder, with or without cause, upon thirty (30) days written notice to Permittee. If the Permit is terminated without cause, the Board shall refund to Permittee the fees paid for that Permit year, pro rata.

Restoration of Property. Upon termination of this Permit, Permittee shall at its sole expense restore any Airport property under its control to its original condition as required by the Board, exclusive of normal wear and tear. If Permittee fails to promptly so restore Board property, Board may perform the restoration itself and apply Permittee's Property Damage and Security Deposit (hereafter "Deposit") toward the cost of such restoration. If Deposit is insufficient to cover the Board's entire cost of any such restoration, Board shall bill Permittee for, and Permittee shall promptly pay, the balance of Board's cost to perform the work. Any property of Permittee placed on or kept at the Airport by virtue of this Permit shall be removed within thirty (30) days of the expiration or earlier termination of the Permit.

Holdover by Permittee. In the event Permittee shall hold over and continue its activities under this Permit after the expiration of the term of this Permit, such holding over shall not be construed to operate as a renewal or extension of this Permit, but shall operate and be construed as a tenancy at sufferance. Failure to cease activities under this Permit upon its expiration shall subject Permittee to a holdover penalty of \$100 per day, in addition to all fees due hereunder, until such activities are ceased.

MISCELLANEOUS

No Assignment. This Permit shall not be assigned, sold, conveyed, mortgaged, or pledged (other than to an affiliated or related company) without the prior written approval of the Board.

Entire Agreement. This Permit constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged, or extended except by written instrument duly executed on behalf of the parties.

Authority of Vice President. The Vice President of Revenue Management or designee is authorized to act for the Board in the administration of this Agreement. Any consent or approval hereunder given by said Vice President shall be deemed to be the consent or approval of the Board.

Article Headings The titles and headings contained in this Permit and the subject organization are used only to facilitate reference, and in no way define or limit the scope or intent of any of the provisions of this Permit.

Notices. All notices hereunder may be delivered or mailed to the Board at the following address, or such other address as designated in writing by the Board:

D/FW International Airport Board
P.O. Box 619428
DFW Airport, Texas 75261-9428
Revenue Management Department
Telephone: 972-574-1131

DRAFT

DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD

Signature: _____
Chief Executive Officer (or his Designee)

Print Name: Zenola Campbell

Title: Vice President Concessions

Date _____

APPROVED AS TO FORM:

Legal Counsel for the Board

Signature: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT A

Permit Number: _____

Designated Operating Area

I.

Terminal	ID Number	Gate	Square Footage	Name of Business
TBD				Office Area

DRAFT

Permit Number: _____

SERVICE LIST WITH PRICING

To be added upon execution of this Permit

DRAFT

Permit Number: _____

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
and DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SPECIAL CONTRACT PROVISIONS**

ACDBE and DBE participation commitments have been established for this Permit, as noted in Article One (1) of this Permit, and stated in its Commitment to Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation form. Such participation is a contractual commitment upon execution of this Permit.

A. GENERAL REQUIREMENTS

1. It is the policy of DFW International Airport ("Airport" or Board") that ACDBEs and DBEs as defined in 49 CFR Part 23 ("Part 23") and Part 26 ("Part 26") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Permit. DFW has developed and implemented an ACDBE and DBE program as required by 49 CFR Part 23 and 49 CFR Part 26. The ACDBE/DBE program objective is to ensure full and fair access to concession opportunities for all businesses and in particular for ACDBE/DBE businesses.
2. Permittee acknowledges that it is a "Permittee" as that term is defined in 49 C.F.R. § 23.3.
3. This Permit is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Parts 23 and 26. Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the performance of this Permit, or any management contract, subcontract, purchase agreement, or other agreement covered by 49 CFR Parts 23 or 26. Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Parts 23 or 26 that it enters, and cause those businesses to similarly include the statements in further agreements. Permittee shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Permittee to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Board deems appropriate.
4. The Business Diversity & Development Department ("BDDD") is responsible to ensure compliance with the Airport's ACDBE/DBE policies and procedures. The Airport's Vice President of BDDD has been designated as the ACDBE/DBE Liaison Officer. In that capacity, the Vice President is responsible for compliance with all aspects of the ACDBE/DBE programs. The Vice President has established overall, annual ACDBE and DBE goals for the Airport.
5. Permittee specifically agrees to comply with all applicable provisions of the Board's ACDBE and DBE Policy and Procedures Manuals and any amendments thereto. ACDBE/DBE and Non-ACDBE/DBE sub-permittees shall also be required to agree to comply with all applicable provisions of the Board's ACDBE and DBE Policy and Procedures Manuals ("Manuals").

6. Permittee shall maintain records showing:
 - a. Subcontract/supplier awards, including awards to ACDBE/DBEs;
 - b. Specific efforts to identify and award such contracts to ACDBE/DBEs;
 - c. Executed contracts with ACDBE/DBEs showing actual ACDBE/DBE project participation.
7. Failure to comply with the Airport's ACDBE and DBE policies or Part 23 or Part 26, or any other applicable laws or regulations, shall constitute a material breach of this Permit, and shall be cause for termination of this Permit and entitle to Airport to any and all remedies available at law or equity.

B. ADMINISTRATIVE REQUIREMENTS

1. Permittee is charged with knowledge of and is solely responsible for complying with each requirement of Parts 23 and 26 in maintaining its participation commitment or demonstrating a good faith effort as described below. Should any questions arise regarding specific circumstances, Permittee must consult Parts 23 and 26, appropriate DOT Rules and Regulations, or may contact the BDDD office at 972-973-5500.
2. Permittee shall appoint a high-level official, who will report directly to Permittee's chief executive officer or equivalent to administer and coordinate Permittee's ACDBE/DBE contractual commitments and obligations under 49 CFR Parts 23 and 26.
3. Permittee agrees to submit monthly reports of payments and subcontract and/or supplier awards to DBEs and Non-DBEs in such form and manner and at such times as the Board shall prescribe.
4. Permittee shall provide BDDD access to all books, records, accounts and personnel. Such access will be used for, among other purposes, determining ACDBE/DBE participation and compliance with the ACDBE and DBE Policy and Procedures Manuals. Permittee may be subject to interim and post-contract ACDBE/DBE audits. Audit determination(s) regarding Permittee's compliance with the ACDBE/DBE Manuals may be considered and have a bearing on consideration of Permittee for award of future contracts.

C. PARTICIPATION COMMITMENTS AND GOOD FAITH EFFORTS

1. Permittee has a continuing obligation to meet its ACDBE/DBE participation commitment. If amendments or other modifications are made to agreements with ACDBE/DBEs, and if said changes affect the dollar value or scope of work of said ACDBE/DBEs, Permittee shall immediately inform BDDD in writing of such changes, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification. Permittee must make good faith efforts to maintain its ACDBE participation commitment. Permittee cannot terminate or otherwise change the terms of its ACDBE and DBE commitments without the prior written consent of BDDD. This includes, but is not limited to, instances in which the Permittee seeks to perform work originally designated for an ACDBE/DBE firm with its own forces or those of an affiliate, a non-ACDBE/DBE or another ACDBE/DBE. If Permittee during Permit performance must replace an ACDBE/DBE for any reason, it must follow the provisions herein governing the substitution of ACDBE/DBEs and make documented good faith efforts to meet its original ACDBE/DBE participation commitments.

2. Permittee must demonstrate good cause to terminate an ACDBE/DBE joint venturer, contractor or supplier. Good cause includes the following circumstances:
- a. The listed ACDBE/DBE joint venturer, contractor or supplier fails or refuses to execute a written contract.
 - b. The listed ACDBE/DBE joint venturer, contractor or supplier fails or refuses to meet Permittee's reasonable, nondiscriminatory bond requirements.
 - c. The listed ACDBE/DBE joint venturer, contractor or supplier becomes bankrupt, insolvent or exhibits credit unworthiness.
 - d. BDDD has determined that the listed ACDBE/DBE joint venturer, contractor or supplier is not a responsible firm.
 - e. The listed ACDBE/DBE joint venturer, contractor or supplier voluntarily withdraws from the project and provides BDDD written notice of its withdrawal.
 - f. The listed ACDBE/DBE joint venturer, contractor or supplier is ineligible to receive credit for the type of work required.
 - g. The ACDBE/DBE owner dies or becomes disabled with the result that the listed ACDBE/DBE joint venturer, contractor or supplier is unable to complete its work on the contract.
 - h. Other documented good cause as determined by the BDDD.

Good cause does not include where Permittee seeks to terminate a ACDBE/DBE it relied upon to obtain this Permit so that Permittee can self-perform the work or substitute another ACDBE/DBE or non-ACDBE/DBE joint venturer, contractor or supplier to perform the work for which the ACDBE/DBE was engaged or listed in the proposal.

Permittee must give the ACDBE/DBE notice in writing, with a copy to BDDD, of its intent to request to terminate and/or substitute, and the detailed reasons for the request.

3. Good faith efforts during Permit performance must include, but are not limited to:
- (a) Solicitation of ACDBE/DBEs that are certified in the applicable area of work or specialty;
 - (b) Providing interested ACDBE/DBEs with adequate information about the plans, specifications, scope of work and requirements of this Permit;
 - (c) Fairly investigating and evaluating the interested ACDBE/DBEs regarding their capabilities, not rejecting ACDBE/DBEs as unqualified without sound reasons based on a thorough investigation, and providing verification, including a statement giving Permittee's reasons for its conclusion that it rejected each non-utilized ACDBE/DBE because the ACDBE/DBE was not qualified;
 - (d) Negotiating in good faith with interested ACDBE/DBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested ACDBE/DBEs, and providing written documentation why Permittee and any of the ACDBE/DBEs contacted did not succeed in negotiating an agreement; and
 - (e) Effectively using the services of available minority and women community organizations; chambers and concessionaire groups; local, State, and Federal

business assistance offices, and other organizations that provide assistance in the identification of ACDBE/DBEs.

4. **If Permittee is found not to have made continuing good faith efforts to meet its ACDBE and DBE contractual commitments, it may request administrative review and final reconsideration by the Vice President of BDDD. Permittee may elect to meet in person to discuss whether Permittee made continuing good faith efforts in accordance with the Policies.**
5. Permittee may not require exclusive subcontracting or teaming agreements with other concessionaires, sub-concessionaires, contractors or vendors.
6. In evaluating Permittee's good faith efforts submission, BDDD will only consider those documented efforts that occurred prior to the good faith effort submission.
7. Permittee must submit an *Intent to Perform* form for each proposed new ACDBE/DBE joint venturer, contractor or supplier. BDDD will approve or disapprove the substitution based on Permittee's documented compliance with these provisions.
8. BDDD will look not only at the different kinds of efforts that Permittee has made but also the quantity and intensity of those efforts. Efforts that are merely pro-forma are not good faith efforts to meet the commitments, even if they are sincerely motivated. BDDD will also consider if, given all relevant circumstances, Permittee's efforts could reasonably be expected to produce a level of ACDBE/DBE participation sufficient to meet the goal.

D. COUNTING ACDBE PARTICIPATION

1. Permittee may meet its ACDBE obligations in any of the following ways:
 - (a) ACDBE prime Permittee participation: If the Permittee is a certified ACDBE, count the total amount of the dollar value of the gross receipts the ACDBE earns under this Permit and the total value of a management contract or subcontract with an ACDBE toward the goal. An ACDBE prime Permittee can count its self-performance toward meeting the ACDBE goal, but only for the scope of work and at the percentage levels it will self-perform. If the ACDBE enters into a sub-concession agreement or subcontract with a non-ACDBE, do not count any of the gross receipts earned by the non-ACDBE.
 - (b) ACDBE sub-concessionaire participation: Count only the portion of the gross receipts earned by the ACDBE under its sub-agreement.
 - (c) ACDBE joint venture participation: If the goal is to be met through a joint venture agreement with an ACDBE partner, count the portion of the gross receipts equal to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces. To be eligible for credit towards meeting the goal, the ACDBE partner must share in the financial risks and rewards commensurate with the amount of proposed ACDBE participation sought to be credited towards the ACDBE goal. For purposes of ACDBE participation, joint ventures are not certified as ACDBEs. If Permittee will form a new joint venture for any purpose that has not been previously approved by DFW, it must submit a Draft Joint Venture Agreement to DFW.
 - (d) ACDBE/DBE services participation: Count the entire amount of fees or commissions charged by an ACDBE for a *bona fide* service, provided that BDDD determine this amount to be reasonable and not excessive as compared with

fees customarily allowed for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial services.

- (e) ACDBE/DBE manufacturer participation: Count 100 percent of the cost of goods obtained from an ACDBE manufacturer. The term manufacturer has the same meaning as in 49 C.F.R. § 26.55(e)(1)(ii).
 - (f) ACDBE/DBE regular dealer participation: Count 100 percent of the cost of goods purchased or leased from an ACDBE/DBE regular dealer. The term “regular dealer” has the same meaning as in 49 C.F.R. § 26.55(e)(2)(ii).
 - (g) ACDBE/DBE goods participation: Count credit toward DBE goals for goods purchased from a DBE which is neither a manufacturer nor a regular dealer as follows:
 - i. Count the entire amount of fees or commissions charged for assistance in the procurement of the goods, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the goods themselves.
 - ii. Count the entire amount of fees or transportation charges for the delivery of goods required for a concession, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of goods themselves
 - (h) Other Legal Arrangement. Permittee may propose some other legal arrangement so long as it meets the eligibility standards in 49 C.F.R. Part 23.
2. Costs incurred in connection with the renovation, repair, or construction of a concession facility (sometimes referred to as the “build-out”) do not count towards the ACDBE participation commitment.
 3. When calculating participation levels, percentages and dollar amounts for each ACDBE/DBE, Permittee cannot round up in determining whether or not the total of these amounts meets or exceeds the ACDBE/DBE contractual commitment.
 4. Permittee may count towards its ACDBE/DBE participation commitments an ACDBE/DBE that is certified during the performance of the contract if the ACDBE/DBE is added to the contract or substituted for another ACDBE/DBE pursuant to these provisions.
 5. Permittee may not count toward its ACDBE/DBE participation commitment the dollar value of work performed by a ACDBE/DBE after it has ceased to be certified as an ACDBE/DBE, except where the ACDBE/DBE is no longer certified because it has exceeded the size standard.
 6. ACDBE prime concessionaires can count their self-performance toward meeting the ACDBE goal, but only for the scope of work and at the percentage level they will self-perform.
 7. When an ACDBE/DBE participates in a contract, Permittee shall count only the value of the work actually performed by the ACDBE/DBE toward the ACDBE/DBE goals.

8. Permittee may count expenditures to an ACDBE/DBE towards the ACDBE/DBE participation commitment only if the ACDBE/DBE is performing a commercially useful function. For purposes of these provisions, the term commercially useful function has the same meaning as in 49 C.F.R. § 26.55(c).
- (a) An ACDBE/DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the ACDBE/DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the materials itself. To determine whether an ACDBE/DBE is performing a commercially useful function, BDDD will evaluate the amount of the work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, the ACDBE/DBE credit claimed for its performance of the work, and other relevant factors.
 - (b) An ACDBE/DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of ACDBE/DBE participation. In determining whether an ACDBE/DBE is such an extra participant, BDDD will examine, among other relevant factors, similar transaction, particularly those in which ACDBE/DBEs do not participate.
 - (c) When an ACDBE/DBE is presumed not to be performing a commercially useful function as provided in this section, the ACDBE/DBE may present evidence to rebut this presumption. BDDD will determine whether the firm is performing a commercially useful function given the type of work involved and normal industry practices.
9. **BDDD will count ACDBE participation where the ACDBE or joint venture partner performs a portion of work on the contract and the percentage of ownership or equity of the ACDBE in a joint venture. BDDD will allow the joint venture to count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the ACDBE joint venture partner performs with its own forces toward the ACDBE commitment and for which it is at risk.**

E. CERTIFICATION

1. In order to count the participation of ACDBE/DBEs towards the ACDBE/DBE participation commitments, the ACDBE/DBE must be certified by an approved entity of the Texas Unified Certification Program (“TUCP”). Other certifications are not acceptable.
2. Permittee must submit to BDDD a properly completed ACDBE/DBE certificate or letter, with all required attachments, for all ACDBE/DBEs proposed to be utilized as sub-concessionaires or suppliers to meet the contract goals.
3. A firm must be certified as an ACDBE/DBE by the TUCP at the time of substitution or replacement to be counted towards the participation commitment. However, Permittee may count ACDBE/DBEs certified during the performance of the Permit towards its ACDBE/DBE participation commitment once documentation confirming such certification is submitted to BDDD.

4. BDDD, the Texas Department of Transportation (TxDOT) and the Federal Aviation Administration (FAA) maintain current listings of certified ACDBE/DBEs. Permittee must utilize these Directories to assist them in locating ACDBE/DBEs for the work required on the contract. The ACDBE/DBE Directories are located at:
 - <http://www.dot.state.tx.us/business/tucp/default.htm>.
 - <https://dfw.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=dfw&XID=5886>
 - <https://faa.dbesystem.com/FrontEnd/VendorSearchPublic.asp?TN=faa&XID=7227>
5. ACDBE/DBE certification does not constitute a representation or warranty as to the qualifications or capabilities of any certified firm.

F. ACDBE/DBE UTILIZATION FORMS AND RELATED DOCUMENTATION

1. Permittee must submit completed ACDBE and DBE utilization forms as required by BDDD.
2. Permittee shall timely submit reports and verifications within ten (10) business days as requested by the Vice President of BDDD and shall provide such financial information or other information deemed necessary to support and document the ACDBE/DBE commitment and ACDBE/DBE participation for this Permit. The Board shall have the right until five (5) years after the expiration or termination of this Agreement, to review books, records and financial information of Permittee, and where applicable, all individuals, joint venturers or other business entities that are engaged in concession activity under this Permit, to substantiate compliance with 49 C.F.R. Parts 23 and 26, as amended, and any guidance issued by the Federal Aviation Administration regarding the interpretation of the federal regulations.
3. For Permittee's participation commitment, where an ACDBE firm is a joint venture partner or subconcessionaire, if the ACDBE's information or status changes, Permittee must immediately notify BDDD of the change and provide a written explanation for the change by submitting a **Request for Approval of Change to Original Joint Venture Commitment** form. No change in the use of an ACDBE firm will change Permittee's participation commitment. Any change in the use of an ACDBE firm shall be governed by the MODIFICATION OR SUBSTITUTION provisions herein.
4. Except as authorized by BDDD, Permittee shall enter into formal agreements with the ACDBEs listed in its bid proposal and **ACDBE Intent to Perform** form within ten (10) business days after receipt of this Permit executed by the Board. If requested, Permittee must provide the BDDD copies of those agreements within five (5) business days of the written request.

G. COMPLIANCE AND ENFORCEMENT

1. These compliance and enforcement provisions address the additional contractual remedies available to Board as a result of Permittee's failure, if any, to comply with the obligations set forth in the ACDBE and DBE Program requirements. The contractual remedies set forth in the ACDBE and DBE Programs are also applicable to any failure to comply with the Program requirements, as well as any remedies available at law or in equity. These remedies are not intended to apply to any failure by Permittee to comply with other obligations under this Permit unrelated to the Program requirements or preclude Board's recovery of its actual damages for such unrelated breaches.

2. Permittee must forward all necessary documents and information during the course of performance under this Permit and to close out the agreement and must cooperate with BDDD in providing any information, including the final accounting for ACDBE and DBE participation on this Permit.
3. BDDD is empowered to receive and investigate complaints and allegations by ACDBEs and/or DBEs, third parties or Board Staff, or to initiate its own investigations, regarding Permittee's compliance with the Program requirements. If BDDD determines that an investigation is warranted, Permittee must fully cooperate with the investigation and provide complete, truthful information to the Board concerning the investigation and Permittee's compliance with the Program requirements.
4. The failure of Permittee to meet the ACDBE and DBE contractual commitments or comply with any other aspect of the Program requirements may constitute a material breach of this Permit, entitling the Board to exercise any remedy available in this agreement/contract, the Program requirements or applicable law.
5. The Board may report any suspected false, fraudulent or dishonest conduct relating to the Permittee /contractor's performance of the Program requirements to the Board's Department of Audit Services or to any applicable enforcement agency, including the State Attorney General's Office and appropriate federal law enforcement authorities.
6. If Permittee/contractor is in breach of any of the Program requirements, the Board may exercise any of following remedies, in addition to any other remedies available to it under this agreement/contract or at law or in equity:
 - (a) withholding funds payable under this agreement/contract, including, but not limited to, funds payable for work self-performed by the Permittee /contractor or applicable retainage;
 - (b) temporarily suspending, at no cost to DFW, Permittee performance under the Permit;
 - (c) termination of this Permit;
 - (d) suspension/debarment, in accordance with applicable law, of Permittee /contractor from participating in any solicitations issued by DFW for severity of breach of contract; and
7. With respect to ACDBE and DBE firms, a finding of non-compliance could result in a denial of certification or removal of eligibility and/or suspension and debarment.

Exhibit "D"

PART OF COMPETITIVE PROPOSAL

DRAFT

Exhibit "E"

STANDARDS OF OPERATIONS FOR AIRPORT STAKEHOLDERS FOR MEET AND GREET SERVICES

TSA Security Checkpoint Procedures:

- TSA Coordination Center will be notified within 24 hours prior to any scheduled Meet and Greet service that involves taking a customer through any TSA Security Checkpoint.
- The agent and customers being escorted will adhere to the orders, policies, and regulations, either written or verbal, given by any TSA officer.
- The agent will stay with and continue to provide expedited service at the discretion of the TSA officer.
- In the event TSA does not allow expedited service, the agent will explain this to the customer and proceed to the nearest TSA Security Checkpoint with the shortest General Boarding lane.
- TSA Pre✓® lines will only be used if the customer is TSA Pre✓® authorized.

CBP Federal Inspection Services (FIS) Hall Procedures:

- CBP has full control of the FIS Hall
- The Meet and Greet agent and all customers will adhere to the orders, policies, and regulations, either written or verbal, given by any CBP officer while in the FIS Hall area.
- The CBP management staff will be notified at least 24 hours prior to a Meet and Greet being provided for a customer arriving on an international flight
- This notice shall include the customer's name, flight arrival information, and any special services requested
- While conducting a Meet and Greet within the FIS area, the Meet and Greet agent will ensure the customer is fully informed of the process and has all applicable CBP documents completed, ready, and available prior to entering any line for processing
- All measures will be taken so to not impede the flow of traffic through the FIS Hall area
- If escorting a Meet and Greet customer to the front of any line, the Meet and Greet agent will be courteous to those standing in line
- The Meet and Greet agent will assist the customer collect their baggage. The baggage must remain with the customer while clearing the immigration process. After the customer has cleared immigrations, the Meet and Greet agent may then continue to handle the baggage
- Once the customer has cleared the FIS Hall, the customer will be accompanied to baggage recheck or to their designated mode of transportation from DFW Airport
- If the customer has a connecting flight, the Meet and Greet agent will escort them to and through the nearest TSA Security Checkpoint as explained in Section 3.8.

Airline Club Procedures:

If the customer requests to use an airline club, the agent will coordinate with the respective club at least 24 hours prior to the Meet and Greet. Airline clubs will be paid for by the customer. The agent will only coordinate with the respective airline club to escort the customer to and from the club.

The DFW Airport Meet and Greet program may refuse to provide services for reasons including, but not limited to:

- Customer refusal to comply with TSA, CBP, DPS, Airport Security, or other airport authorities
- Customer refusal to produce positive identification upon request

- Non-payment for services prior to delivery
- The customer's conduct is disorderly, abusive, or violent
- The customer appears to be intoxicated or under the influence of drugs
- The customer is engaging in any action that would jeopardize the safety of others within an airport setting

All items are at the discretion of the Meet and Greet contractor and the DFW Airport Board Customer Experience management staff. The DFW Airport Board Customer Experience management staff has the final decision on all matters.

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