CITY OF McKINNEY

REQUEST FOR PROPOSAL (RFP)

FOR

AIRPORT TERMINAL FOOD AND BEVERAGE CONCESSIONS

City of McKinney exclusively uses Bonfire for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your proposal non-compliant. The City of McKinney accepts no responsibility for the receipt and/or notification of solicitations through any other means.

TABLE OF CONTENTS

LEGAL NOTICE
City of McKinney, Texas
Advertisement for Proposals

The City of City of McKinney, Texas ("City") is seeking proposals from qualified vendors ("Respondent") to operate a post security Food and Beverage concession unit in the newly constructed terminal at McKinney National Airport (TKI/DTX). Specifications for this project may be obtained on our electronic procurement portal, Bonfire, at https://mckinneytexas.bonfirehub.com/.

The opening of Submittals will be broadcast via video conference meeting hosted inside City Hall at the address below. Each Respondent's name will be read aloud shortly after the specified time for delivery. Respondents are strongly encouraged to attend virtually versus in-person by following the meeting details outlined in the bid specifications.

Submittal Deliveries: It is the Respondent's obligation to timely submit their response to this Advertisement for Proposals. The City encourages all submittals be submitted electronically on the City's electronic procurement portal. However, the City will also accept paper submittals, if received on or before the due date and time listed below. The City of McKinney cannot guarantee that the electronic procurement portal will be fully operational and capable of always receiving and processing submittals prior to the closing date and time. Similarly, the city of McKinney cannot guarantee, due to internal mail delivery procedures, that any submittal sent priority mail will be picked up from the post office by city mail employees and delivered to Procurement Services by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Respondent shall bear full responsibility for ensuring the submittal is delivered to the specified location by the due date and time.*** Late submittals will be rejected as non-responsive. All hard copy submittals must be clearly addressed to Procurement Services and include the submittal name and number on the outside of the envelope/package.

PROPOSAL NAME:	Airport Terminal Food and Beverage Concessions
PROPOSAL NO.:	26-68RFP
DUE DATE/TIME:	Thursday, August 6, 2026 – 2:00 PM CT
MAIL OR DELIVER TO:	City of McKinney Procurement Services 401 E. Virginia Street McKinney, Texas 75069

The City reserves the right to reject any and all submittals and to waive any informality in submittals received, deemed to be in the best interest of the City. No officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the City of McKinney.

In accordance with the Americans with Disabilities Act, it is the policy of the City of McKinney to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at least 48 hours in advance of the event. contact-adacompliance@mckinneytexas.org.

TO APPEAR IN THE MCKINNEY COURIER GAZETTE IN THE FOLLOWING EDITIONS:

First Publication: Friday, July 10, 2026
Second Publication: Friday, July 17, 2026

GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

I. PROPOSALS

A. PROPOSALS – The City encourages all responses to be submitted electronically on the City's electronic procurement portal, Bonfire. However, the City will also accept paper proposals, if received by the due date and time at the location specified in the legal notice. Paper proposals submitted to the office of the Procurement Services Manager shall be a minimum of one (1) original and one (1) electronic copy in PDF format on USB.

B. AUTHORIZED SIGNATURES – The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

C. LATE PROPOSALS – Proposals must be in the office of the City Purchasing Manager before or at the specified time and date proposals are due. Proposals received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive proposals.

D. WITHDRAWAL OF PROPOSALS PRIOR TO OPENING – A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal to the City Purchasing Manager.

E. WITHDRAWAL OF PROPOSALS AFTER OPENING – A proposal may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of proposals unless otherwise stated in the request for proposals and/or specifications.

F. PROPOSAL AMOUNTS – Proposals should show net prices, extensions and net total where applicable. In case of conflict between unit price and extension, the unit price will govern.

G. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the price proposal must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the proposal price shall not include taxes.

H. AWARDS – The City reserves the right to be the sole judge as to whether such items proposed will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the City. Award of contract shall be made to the most responsible, responsive offeror who's negotiated best and final offer is determined to be the best value offer, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals.

I. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the proposal price. Vendor may be required to furnish evidence that the product or service, as proposed, will meet or exceed these requirements.

J. ADDENDA - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to opening. Addenda will be distributed to all known recipients of proposal documents. Vendors shall acknowledge receipt of all addenda with submission of proposal.

K. GENERAL BID BOND/SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.

L. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance if, insurance coverage is required in these specifications, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.

M. RESPONSIVENESS – A responsive proposal shall substantially conform to, or exceed, the minimum requirements of this Request for Proposal. Offers containing any clause that would limit contracting authority shall be considered non-responsive. Example of proposals that would limit contracting authority is one made contingent upon award of other offers currently under consideration.

N. RESPONSIBLE STANDING OF OFFEROR – To be considered for award, offeror must at least: have the ability to obtain adequate financial resources; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award.

O. PROPRIETARY DATA – Offeror may, by written request, indicate as confidential any portion(s) of a proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of McKinney will protect from public disclosure such portions of a proposal unless directed otherwise by legal authority including existing Open Records Acts.

P. PUBLIC OPENING – Offerors are invited to join a video conference opening for acknowledgement of proposals. Proposals duly received will be publicly acknowledged at an official public opening in such a manner so as to avoid disclosure of the contents to competing offerors through the negotiation process. After the official public opening, a period of not less than one week is necessary to evaluate proposals. The amount of time necessary for proposal evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all proposals submitted are available for public review.

Q. WAIVER OF CLAIMS - Each Offeror by submission of a response to this RFP waives any claims it has or may have against the City and the City's Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the RFP process, the RFP evaluation, and the critique and selection of qualified Respondents. Submission of a proposal indicates the Respondent's acceptance of the evaluation technique set out in this Proposal. In this regard, Respondent acknowledges that the selection process and evaluations of proposals submitted constitute public information under Texas law and Respondent waives any claim it has or may have regarding any information contained in or derived from such evaluations.

II. PERFORMANCE

A. DESIGN, STRENGTH, AND QUALITY – Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices.

B. AGE AND MANUFACTURE – All tangible goods being proposed must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. DELIVERY LOCATION – All deliveries must be made to the Airport receiving location(s), dock(s), or other delivery point(s) identified on the purchase order. Delivery days and hours, appointment requirements, and any special access instructions will be as directed by the Airport and/or stated on the purchase order. The Vendor is responsible for coordinating delivery in advance when required and for complying with all applicable Airport safety and security requirements, including driver identification, vehicle access procedures, screening, and any escort or badging requirements. Deliveries to secure or airside areas will be accepted only at designated access points and may be refused or delayed if access or security requirements are not satisfied.

D. DELIVERY SCHEDULE – Delivery may be an important consideration in the evaluation of the proposal. The maximum number of days necessary for delivery shall be stated in the proposal.

E. DELIVERY CHARGES – All delivery and freight charges, F.O.B. destination shown on purchase order, as necessary to perform contract shall be included in the proposed price.

F. INSTALLATION CHARGES – All charges for installation and set-up shall be included in the proposed price. Unless otherwise stated, at minimum, basic installation and set-up will be required.

G. OPERATING INSTRUCTIONS AND TRAINING – Clear and concise operating instructions and descriptive literature will be provided in English if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be at no additional cost to the City.

H. STORAGE – Offeror agrees to provide storage of custom ordered materials, if requested, not to exceed thirty (30) calendar days.

I. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS – Proposals must comply with all federal, state, county and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

J. PATENTS AND COPYRIGHTS – The successful vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.

K. SAMPLES, DEMONSTRATIONS AND TESTING – At the City's request and direction, offeror shall provide product samples and/or testing of proposed items. Samples, demonstrations and/or testing may be requested at any point prior to or following award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the offeror/vendor.

L. ACCEPTABILITY – All articles enumerated in the proposal shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the contract specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to contract specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the City. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

III. PURCHASE ORDERS AND PAYMENT

A. PURCHASE ORDERS – A purchase order(s) shall be generated by the City Purchasing Manager to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

B. INVOICES – All invoices shall reference the Purchase Order number. Invoices shall provide a detailed description for each item invoiced. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the procurement services.

C. FUNDING – The City of McKinney is operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

IV. CONTRACT

A. CONTRACT DEFINITION – The General Conditions of Bidding and Terms of Contract, Specifications, Proposal, Addenda, Negotiated Changes and any other documents made a part of this proposal shall constitute the complete proposal. This proposal, when accepted by the City, shall constitute a contract equally binding between the successful offeror and the City of McKinney.

B. CONTRACT AGREEMENT – This is a revenue-generating concessions contract. Rent payable to the City will consist of (a) Percentage Rent and (b) a Minimum Monthly Guarantee (MMG), if and when the MMG is triggered by the Enplanement Threshold, each as described in Section III. Part D of this RFP and as set forth in the executed Concession and Lease Agreement. Percentage Rent will be calculated by multiplying the applicable Percentage Rent rate by Gross Sales for the applicable period. The Percentage Rent rate(s), including any tiered structure and Gross Sales breakpoints, will be as proposed in the Respondent's accepted Percentage Rent Proforma Proposal (Exhibit C & D) and as negotiated and set forth in the Agreement, subject to the minimum Percentage Rent rate(s) stated in Exhibit C & D. The Percentage Rent rate(s) and any tier breakpoints will remain fixed for the Agreement term and any authorized renewals unless changed by a written amendment executed by both parties. The MMG will apply only if the Airport exceeds 500,000 annual enplanements, as determined by the City based on the Airport's official enplanement counts (the Enplanement Threshold). If triggered, the MMG will be established at the beginning of the first anniversary following the year of exceeding the Enplanement Threshold, based on one twelfth (1/12) of ninety percent (90%) of the first year's total Percentage Rent paid following the Commencement Date.

Beginning at the second anniversary of the Commencement Date and each year thereafter, the MMG will escalate annually equal to the greater of (i) one twelfth (1/12) of ninety percent (90%) of the total Percentage Rent paid in the prior year or (ii) the prior year's MMG increased by the annual change in the Consumer Price Index (CPI), all as specified in the Agreement. The Agreement will commence on the Commencement Date stated in the Concession and Lease Agreement and will continue for the term specified therein, unless earlier terminated in accordance with the Agreement.

C. CONTRACT TERMINATION – The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.

D. CHANGE ORDER – No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the vendor.

E. NEGOTIATION – The City of McKinney may elect to negotiate a contract with the selected offeror(s). Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and selected offeror shall be submitted in written form and made part of the resulting contract. Although the City of McKinney reserves the right to negotiate, contract award may be made on the basis of initial proposals received without discussions. Therefore, initial proposals will contain the offeror's best terms.

F. TERMINATION FOR DEFAULT – The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

G. TRANSITIONAL PERIOD – Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

H. INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS – In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

I. INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE – Successful vendor shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Successful vendor shall pay any judgment with cost which may be obtained against the City of McKinney growing out of such injury or damages.

J. INTEREST BY PUBLIC OFFICIALS – No public official shall have interest in this contract, in accordance with Texas local government code.

K. **DISCLOSURE OF CERTAIN RELATIONSHIPS** – Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with the City of McKinney disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to www.mckinneytexas.org to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

L. **CERTIFICATE OF INTERESTED PARTIES (FORM 1295) –** Required for by Awarded Vendor(s) only.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered on or after January 1, 2016.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the City of McKinney.

The City of McKinney must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the City of McKinney.

Form Availability:

Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

https://www.ethics.state.tx.us/filinginfo/1295/

For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800.

M. ETHICAL BEHAVIOR - The City of McKinney requires ethical behavior and compliance with the law from all individuals and companies with whom it does business.

N. WARRANTY – The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

O. UNIFORM COMMERCIAL CODE – The successful vendor and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

P. VENUE –- This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.

Q. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT – The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.

R. SILENCE OF SPECIFICATIONS – The apparent silence of specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

S. ANTI-BOYCOTTING & ANTI-DISCRIMINATION- In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

1. does not boycott Israel; and

2. will not boycott Israel during the term of the contract.

Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

(a) does not boycott energy companies; and
(b) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott energy companies and will not boycott energy companies during the term of this contract.

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

(a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
(b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not discriminate against energy companies and will not boycott any firearm entity or firearm trade association and will not discriminate against any firearm entity or firearm trade association during the term of this contract. Notwithstanding the foregoing, such provision does not apply to a governmental entity that:

(a) contracts with a sole-source provider; or
(b) does not receive any bids from a company that is able to provide the required written verification.

NOTICE TO RESPONDENTS

I. Request for Proposal Notice:

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

II. Proposal Format:

Proposals must comply with the submittal requirements set out in the Minimum Requirements Section of this RFP.

III. Submittal Deadline:

The City will accept proposals to this RFP until **the date and time listed in Section X of the Notice to Respondents,** after which time all responses timely received will be publicly opened and the names of the Respondents read aloud. Proposals received after the submittal deadline will not be considered.

IV. Place for Submission:

Proposals are encouraged to be submitted electronically on the City's electronic procurement portal, Bonfire. First time users should consider submitting their proposal early to ensure receipt. Hard copy submissions will able be accepted at the City of McKinney, Procurement Services by mail or hand delivery and shall be marked as follows:

Procurement Services Manager
Airport Terminal Food and Beverage Concessions
RFP No. 26-68RFP
401 E. Virginia Street
McKinney, TX 75069

It is the responsibility of each Respondent to ensure responses are submitted in a timely manner. The City is not responsible for delays in mail delivery or failure of the couriers to deliver responses prior to the expiration of the submission deadline. The City shall not be obligated to reimburse any expenses incurred by any Respondents in preparing their response.

The City cannot guarantee, due to internal mail delivery procedures that any proposal sent priority mail will be picked up from the post office by City employees and delivered to Procurement Services by the required closing date and time. It is recommended that proposal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. Respondent shall bear full responsibility for ensuring proposal is delivered to the specified location by due date and time.

V. Inquiries and Interpretations:

All questions regarding the meaning or intent of these documents shall be submitted via the "Public Q&A" tab related to the project, on the City's electronic procurement portal prior to the date and time listed in Section X of the Notice to Respondents. The

City of McKinney, as it determines necessary for interpretation or clarification, will respond to such questions through written addenda. Formal written addenda will be published and made available through the City's electronic procurement portal. No other interpretations or clarifications shall have legal effect.

VI. Public Information:

The City considers all information, documentation, and other materials requested to be submitted in response to this solicitation to be of a non-confidential and / or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that the City strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

VII. Respondent's Acceptance of Evaluation Methodology:

WAIVER OF CLAIMS: Each Respondent by submission of a response to this RFP waives any claims it has or may have against the City and the City's Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the RFP process, the RFP evaluation, and the critique and selection of qualified Respondents. Submission of a qualifications statement indicates the Offeror's and Respondent's acceptance of the evaluation technique set out in this Request. In this regard, Respondent acknowledges that the selection process and evaluations of responses submitted constitute public information under Texas law and Respondent waives any claim it has or may have regarding any information contained in or derived from such evaluations.

VIII. Respondent's Commitment:

Respondent understands and agrees that the City has the ability to terminate its selection process at any time, and to reject any and all responses, or any and all submittals, and that the City has made no representation, written or oral, that it will award a contract for these project(s). Furthermore, Respondent recognizes and understands that any cost incurred by the Respondent which arises from Respondent's submittal of a response to this RFP, or any subsequent submittal to the City's future RFP, if applicable, shall be the sole responsibility of Respondent.

IX. Respondent's Eligibility:

Any firms obligated by law to register with the Texas Secretary of State must include their filing number with their proposal. Responses from entities that are required to register and maintain an active right to transact business in Texas but fail to provide a filing number or lack an active right to transact business, may be deemed non-responsive and subsequently rejected.

X. Key Events Schedule:

The tentative timeline established by the City for its selection process is:

Issue RFP:	Friday, July 10, 2026
Interpretation Deadline:	Thursday, July 30, 2026 – 2:00 PM
RFP Deadline:	Thursday, August 6, 2026 – 2:00 PM

This timeline is subject to change by the City.

XI. Insurance Requirements

The successful Respondent will be required to obtain the following insurance:

1. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The vendor shall furnish to the City of McKinney Procurement Services Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

   Airport Terminal Food and Beverage Concessions
   26-68RFP
   City of McKinney
   c/o Procurement Services
   P O Box 517
   McKinney, TX 75070
   Or Email to procurement@mckinneytexas.org

   a. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of $1,000,000 per-occurrence and $2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

   b. Workers' Compensation insurance with Texas statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $500,000.

   c. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of $1,000,000.

2. With reference to the foregoing required insurance, the vendor agrees to the following:

   a. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

   b. The City of McKinney, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.

   c. Policies of insurance shall not be cancelled, non-renewed, terminated, or materially changed unless and until thirty (30) days notice has been given to City of McKinney.

3. Insurance limits can be met with a combination of primary and excess/umbrella coverage.

4. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.

5. The vendor shall require any contractors, sub-contractors, and other persons doing business with or for the vendor related to the work to maintain at least the insurance as required, or their liability shall be covered by the vendor.

MINIMUM REQUIREMENTS

I. INTRODUCTION

The City of McKinney, Texas ("City") intends to enter into a concession agreement with the successful Respondent (the Operator) to operate a post security concession unit in the newly constructed terminal at TKI/DTX. The City is seeking to provide a wide array of food and beverage concession options to meet the traveling public's demand for convenient, reasonably priced, diverse food and beverage concession offerings.

The City intends to deliver the concessions premises in a turnkey, ready-to-operate condition, with base building and standard utility infrastructure provided. The selected operator will be responsible for staffing, training, inventory, merchandising, and day-to-day operations, and must deliver excellent customer service that reflects the City and surrounding community. Proposals should include brands and concepts with regional appeal, including appropriate local representation, and the operator must comply with all airport security and public health requirements while providing service during active terminal periods in alignment with flight schedules.

II. BACKGROUND

McKinney, Texas, is on the leading edge of one of the largest metropolitan areas in the country, continues to evolve. After serving the general aviation community for more than 40 years, DTX is poised to bring commercial airline service to the region. McKinney broke ground on a new, flexible, cost-effective terminal at DTX in summer 2025, and expects to welcome the first commercial airline flight November 11, 2026. The flight schedule as of June 30, 2026:

- Orlando (MCO) – 5x weekly
- Fort Lauderdale (FLL) – 5x weekly
- Las Vegas (LAS) – 4x weekly
- Tampa (TPA) – 4x weekly
- Fort Myers (RSW) – 2x weekly

The new facility will be a 46,000 square foot passenger terminal with four (4) gates, designed to expand to six (6).

DTX's core catchment area covers the region of North Texas immediately surrounding DTX, encompassing the bulk of the Dallas-Fort Worth metropolitan area and adjacent counties north of Collin County. Passenger traffic during the first years of commercial airport operations is estimated at approximately 130,000 enplanements in Year 1 and up to 450,000 enplanements in Year 3.

III. SCOPE OF WORK

The City anticipates opening the terminal with a post-security concessions program designed to support initial passenger demand and evolving airline service. The concessions premises are expected to be delivered by the City in a turnkey, ready-to-operate condition with the layout, core infrastructure, and standard utility connections in place, see Exhibit A – Concessions Concept[1]. The Operator will be responsible for staffing

[1] Preliminary designs as of February 2, 2026. Subject to change.

and training, day-to-day management and operations, and the procurement and sale of food and beverage items.

The Agreement term is anticipated to be three (3) years from the Commencement Date, with up to two (2) one-year renewal options exercisable at the City's sole discretion, for a total potential term of up to five (5) years. The Operator must be prepared to operate within a modular environment and accommodate reasonable changes to configuration, location, operating hours, and service levels as flight schedules, passenger volumes, and terminal requirements develop over time.

A. Concepts and Offerings

The City seeks a quick-service food and beverage program that delivers a strong sense of place, efficient service, and consistent quality for passengers at DTX. Offerings should include breakfast and coffee options for morning departures, along with quality quick-serve and grab-and-go items throughout the day that support fast transactions and easy consumption.

i. Product Categories

Core product categories include coffee and specialty coffees, teas, baked goods, packaged snacks, cold beverages, and prepared food items designed for easy consumption while travelling. Where approved, a limited-service bar may offer beer, wine, and—if properly licensed—mixed drinks. A full bar may be incorporated but is not required for initial operations.

ii. Menus and Merchandising

All menus require City approval, and the Operator shall remove any item the City deems objectionable.

Menus should reflect McKinney and North Texas through the integration of local roasters, bakeries, barbecue, Tex-Mex concepts, better-for-you options, and Texas craft beverages consistent with Texas Alcoholic Beverage Commission (TABC) requirements.

Where practical, feature local products and small business partners and rotate seasonal "McKinney Made" items to showcase area makers.

Seasonal "McKinney Made" packaged goods and gifts are encouraged. Seasonal rotation is encouraged.

Menus should be balanced and include kid-friendly choices, healthy options, local selections, and clear allergen labeling. Back-of-house must be appropriately sized to support peak throughput while maintaining an uncluttered and comfortable guest environment.

iii. Sustainability and community connection

Recyclable or compostable packaging should be used where available. Use of single use plastics and straws should be minimized. Operator should manage water and energy responsibly and turn back of house equipment off when not needed.

iv. Guest Experience Expectations

The guest experience should reflect warm North Texas hospitality from arrival to departure. Pricing should be transparent and fair, conveying clear value. Food and beverage offerings should showcase McKinney's local brands and tastes, reinforcing a sense of place for passengers.

v. Service Expectations

Service should prioritize speed and efficiency, appropriate for a four-gate terminal with short dwell times, with coffee and beverages, quick-serve, and grab-and-go options anchoring service throughout the day. Packaged beverages and food items should be easy to consume and suitable for travel, supported by clean, practical packaging. Staffing levels must align with the flight schedule and expand as needed during delays or irregular operations. Payment should be seamless, with acceptance of major credit cards and mobile pay and consistently low transaction and delivery times.

B. Operating Standards

The premises must be kept clean, orderly, and welcoming at all times. The Operator shall comply with all applicable health, sanitation, and safety codes.

The City may audit service, cleanliness, pricing, stock levels, and POS accuracy and may assess fines or issue corrective actions prevent service disruption.

i. Minimum performance targets

The City recognizes that passenger volumes and flight activity will grow during initial operations of DTX. Accordingly, the performance targets below will be used for evaluation of the concession operations only after DTX reaches a sustained operating level of ten (10) scheduled commercial passenger flights per day. The City will confirm in writing when this threshold has been achieved and will begin formal measurement following a 30-day stabilization period. Prior to the start of concession operations evaluation, the Operator is expected to provide strong customer service and to track and report these same metrics for baseline purposes, but performance results during the ramp-up period will not be treated as a failure to meet minimum targets. After DTX reaches the sustained operating level, targets will be assessed on a monthly basis and may be refined by the City, in consultation with the Operator, based on actual flight schedules, passenger demand, and operational conditions in the terminal.

- Speed of service: Average order-to-handoff time of 4 minutes for coffee and cold items and 10 minutes for made-to-order hot items during peak periods.
- Availability: Core menu items available at least 95% of operating hours.

- Cleanliness: Service areas inspected and reset at least every 30 minutes during peak periods and every 60 minutes during off-peak periods.
- Uptime: Critical equipment operational at least 98% of operating hours, supported by documented preventive maintenance.
- Guest recovery: Resolve service issues on site when possible, including replacement or refund for defective items.

ii. Hours of Operation

Hours of operation will be based on the published flight schedule, passenger activity, and terminal operating hours. The Operator will submit an Operating Hours Plan for the City's review and approval prior to opening and will update the plan as schedules change. Unless otherwise approved by the City, the concession must open no later than 90 minutes prior to the first scheduled departure in each active departure period and remain open until boarding is complete for the final scheduled departure in that period. When the flight schedule includes extended gaps between departures, the City may approve modified hours, including temporary closure or reduced-service periods, provided adequate service is available during active passenger periods.

During irregular operations, delays, diversions, charters, special events, or other operational needs, the Operator will use commercially reasonable efforts to remain open, reopen, or provide an approved limited-service offering with sufficient staffing when requested by the City. Special requests for additional or modified hours may be made by the City on a case-by-case basis, with notice provided when practicable. Emergency operations may be required.

iii. Delivery, Storage, and Waste

Schedule deliveries through the Airport dock or other City-designated access points and comply with all curb, ramp, and airside rules.

Receiving, prep, and storage areas must remain clean and unobstructed.

Use First-in, First-out (FIFO) rotation with visible date coding. Keep trash contained, remove it on the City-approved schedule, and participate in recycling if offered. Do not stage pallets, waste, or empty containers in public view.

The Operator is responsible for any damage caused to docks, corridors, or shared areas.

iv. Security and Badging

All personnel requiring access to secure areas must complete required training, pass background checks, and comply with TSA and Airport security rules. Badges must be displayed at all times.

Escort only as permitted and maintain escort ratios consistent with Airport rules. Fees may be assessed for lost or unreturned badges. The City may revoke badges for violations and is not liable for denial or revocation.

v. Alcohol service

Beer, wine, and / or mixed drinks are allowed pursuant to the Operator obtaining and maintaining all applicable TABC permits and City approvals.

Operator is encouraged to pursue and maintain any additional TABC permits, premises designations, and approvals needed to allow passengers to purchase alcoholic beverages and carry them to gate areas for consumption within the terminal.

Operator must keep seller-server training current for all staff who serve or check IDs. Verify age for every alcohol sale using valid IDs. Do not serve intoxicated persons. Store alcohol securely, separate from nonalcohol inventory. Post responsible service notices the City approves. Follow any limits on bar seating or carryout through the checkpoint, and any hours of sale the City sets. The City may suspend alcohol service for security or irregular operations.

vi. Health and food safety

The Operator shall operate in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances governing food service and public health, as well as all applicable Airport policies and procedures. The Operator is responsible for obtaining and maintaining all required permits, licenses, inspections, and approvals necessary to operate, and for maintaining the premises, equipment, and operations in a clean, safe, and sanitary condition at all times.

The Operator shall implement and maintain a food safety and sanitation program consistent with industry best practices, including required employee training and certifications, safe food handling and storage, allergen awareness, time and temperature controls, cleaning and sanitizing procedures, and appropriate recordkeeping. The Operator shall cooperate fully with all inspections by the City and applicable health authorities, promptly correct any deficiencies, and immediately notify the City of any notice of violation, enforcement action, or required closure affecting the operation.

C. Premises

Spaces may include one or more concession units in the new terminal’s post security gate areas, limited back of house space, and limited storage as assigned. The City recognizes that the Operator’s storage needs may evolve over the course of operations and may, where feasible, make additional storage space available in response to the Operator’s reasonable request. Any such additional storage would be provided subject to availability, applicable Airport security requirements, and the terms of the Agreement, including any applicable rent or fees.

i. City Provided Items

The City has taken on the design and construction of the common concession seating areas inclusive of flooring, ceiling/lighting, furniture, and trash/recycling fixtures.

ii. City-owned Equipment

If any City owned equipment or fixtures are provided, they must be returned at the end of the term in acceptable condition. Title to City equipment remains with the City.

The City may provide access to shared storage space or staging areas on the airfield service road network, subject to availability and security rules.

iii. Relocation readiness and continuity

The City may require relocation of parts or all of the concession spaces with at least 60 days' notice. Comparable space will be offered when feasible. The City will pay reasonable buildout and move costs to reach comparable condition or adjust fees if comparable space can't be provided. Operators must cooperate and relocate promptly.

iv. Signage and brand use

All permanent and temporary signs require prior written approval. Keep signage consistent with the terminal palette which includes soft teals and natural brown tones is inspired by McKinney's historic town sign and warm and welcoming community, and ADA requirements. Use clean, professional menu boards. Handwritten signs are not allowed. Digital signage must be readable, kept current, and free of flashing or sound unless the City approves it.

D. **Pricing, Point of Sale (POS) and Reporting**

i. Pricing

The Operator may set pricing; however, the City will accept street pricing that is within 10% to 15% of comparable street rates and may review pricing and recommend adjustments to align with comparable street pricing.

ii. Rents

Rent has two components: (a) Percentage Rent and (b) a Minimum Monthly Guarantee (MMG), if and when the MMG is triggered by the Enplanement Threshold as described below.

a) Percentage Rent

Percentage Rent is calculated by multiplying the applicable Percentage Rent rate by Gross Sales for the applicable period.

Offerors shall upload the Percentage Rent Proforma Proposal (Exhibit C & D), separate from the Technical Proposal, where indicated in the City's e-Procurement system. The Percentage Rent Proforma Proposal shall not be included, in any form, with the Technical Proposal.

The Percentage Rent Proforma Proposal shall be submitted only in the format provided in Exhibit C & D by populating the yellow input cells. No changes may be made to the template outside of the yellow input cells. Failure to comply with these requirements will render the Proposal non-responsive.

Percentage Rent shall be as set forth in Offeror's Percentage Rent Proforma Proposal, subject to the minimum Percentage Rent rate(s) stated in Exhibit C & D. Offerors may propose a Percentage Rent rate greater than the minimum rate stated in Exhibit C & D. Offerors may also propose a tiered Percentage Rent structure based on Gross Sales thresholds, as defined by the Offeror in Exhibit C & D, provided that no tier is less than the minimum Percentage Rent rate stated in Exhibit C & D.

b) Minimum Monthly Guarantee

The MMG will apply only if the Airport exceeds 500,000 annual enplanements, as determined by the City based on the Airport's official enplanement counts (the "Enplanement Threshold"). If triggered, it will be determined based on the first full year of gross sales and corresponding Percentage Rent paid, following the commencement date of the Concession and Lease Agreement. The MMG will apply only if the Airport exceeds 500,000 annual enplanements, as determined by the City based on the Airport's official enplanement counts (the Enplanement Threshold). If triggered, the MMG will be established at the beginning of the first anniversary following the year of exceeding the Enplanement Threshold, based on one twelfth (1/12) of ninety percent (90%) of the first year's total Percentage Rent paid following the Commencement Date. At the beginning of the second anniversary of the commencement date and every year thereafter, the Minimum Monthly Guarantee shall escalate annually equal to the greater of one-twelfth (1/12) of ninety percent (90%) of the total Percentage Rent paid in the prior year or the prior year's Minimum Monthly Guarantee increased by the annual change in the consumer price index (CPI).

iii. <u>Security Deposit Provisions</u>

Prior to the Commencement Date, the Operator shall deliver to the City an irrevocable letter of credit issued in favor of the City, or a performance bond, as security for the Operator's obligations under the Agreement. See Performance Bond Sample Form. The initial security deposit shall be equal to three (3) months of the Operator's estimated monthly percentage rent as shown in the financial proposal/pro forma submitted in response to this RFP. Beginning on the second anniversary of the Commencement Date and each year thereafter, the security deposit shall be adjusted to an amount equal to three (3) months of the Minimum Monthly Guarantee, provided that the security deposit shall never be less than the initial security deposit amount.

iv. Point of Sale (POS) System

The Operator must use a modern POS system must be used that records itemized sales with sequential transaction controls, prints receipts on request, and securely stores transaction data for audit. The system must support tip handling, void and comp controls, ring-fenced alcohol categories, Europay, Mastercard, and Visa (EMV) acceptance, and mobile wallet payments. Maintain connectivity and backup power to avoid lost transactions.

v. Reports and statements

The Operator must maintain books and records for three years after contract end and make them available for audit, and provide monthly gross receipts statement by category, due within ten days after month-end, in the City's format and in accordance with the Concession Agreement.

On request, provide cash logs and price files.

vi. Cash Handling and Payments

Accept Visa, Mastercard, American Express, Discover, and mobile payment platforms. Provide change to the public without requiring a purchase. Follow documented cash-handling procedures including dual custody, safe drops, and variance logs. The City may review procedures and require corrective actions

IV. PROPOSAL REQUIREMENTS

The City encourages all responses to be submitted electronically on the City's electronic procurement portal, Bonfire. All proposals, electronic and paper, must be received by the due date and time at the location specified in the Notice to Respondents. All paper proposals must be submitted with one (1) original and one (1) electronic copy of all response documents on USB in pdf format.

Page Limit: The Technical Proposal (Sections 1–8) shall not exceed thirty (30) pages, single-sided, 8.5" x 11", minimum 11-point font, with 1" margins. Pages in excess of the limit may not be reviewed.

The following items are excluded from the 30-page limit but must be limited to the materials specifically requested: signed forms and addenda, proof of insurance, authorization letters for licensed brands, financial proposal and pro forma (Excel and PDF), and required exhibits. Resumes shall be limited to two (2) pages per key person.

The proposal shall be divided into tabbed and/or marked sections and shall include the following information:

A. Executive Summary

Provide an Executive Summary that describes your approach to the project, how you will meet the City's objectives and why the City should select your company.

B. Qualifications

In order to be considered for award pursuant to this RFP process, Respondents must possess, at a minimum, all of the following qualifications:

- At least three (3) years of experience at a minimum of one (1) relevant restaurant or food & beverage service business operation in a high-volume traffic location(s) providing services equivalent to those set forth in this RFP.

C. References

List up to three relevant operations in airports or high-volume service locations.

For each, include the site name, your role, opening date, average sales, check average, peak hour throughput, and whether alcohol is included. Provide a contact name, title, and email. Highlight outcomes that match this program, such as speed during short dwell times or delivery during irregular operations.

A list of additional reference sites can be provided if desired.

D. Company Profile

The business profile must include an overview of the business structure and operation of the Respondent's firm. The company overview should include, at a minimum, all the following items:

- The Respondent's business name, physical location, mission statement, legal business status, annual sales, and current staffing levels.
- A detailed description of the Respondent's current and previous business activities.
- The total number of airports or similar commercial operations for which the Respondent has provided services equivalent to those set forth in this RFP.

E. Project Understanding and Approach

Summarize your concept in a few sentences and explain why it fits a four-gate terminal with short dwell times. Include a statement that your offer is valid for 180 days. Confirm you can meet the Airport's required hours of operation on day one and that you can be fully open and operational no later than Fall 2026 or terminal opening.

F. Solution

Explain your concept to provide food and beverages to the passengers.

Include:

F.1. Solution Overview

A detailed description of the Respondent's understanding of the requirements applicable to the provision of the Services set forth in this RFP. Describe how your plan reflects McKinney and North Texas.

F.2. Start-up / Transition Plan

Provide a step-by-step schedule from notice of intent to award through opening day. Include plan to secure all required permits, health approvals, badging, TABC sequence if applicable, equipment procurement, menu testing, hiring and training, and soft opening. Show how your proposal meets the City's target opening. Identify critical dependencies and how you will mitigate risk.

F.3. Operations Plan

Describe how you will run the business to the standards required.

- Hours by location tied to the airline schedule.
- Staffing by shift and peak, including headcount, positions, and a simple labor schedule for a representative peak day. Address recruiting, training, seller server training if alcohol is proposed, and language proficiency.
- Service and quality routines, including speed of service targets, temperature logs, cleaning schedules, and preventive maintenance that supports the uptime targets
- Delivery, storage, and waste flows, including dock times, security screening if required, FIFO rotation, and recycling participation.
- POS capabilities that support itemized reporting and mobile pay

F.4. Concept and Menu

Provide sample menus with proposed prices that clearly identify kid friendly, vegetarian/healthy, and allergen aware items. Identify sourcing for key items, such as local coffee roasters or bakeries. If you propose a licensed or franchised brand, include a current authorization letter. If you plan to serve alcohol, describe the product range by category and how you will meet TABC rules.

F.5. Pricing Compliance

Provide a branded parity approach or three proposed off airport price benchmarks for nonbranded concepts, with store location addresses. Explain how you'll monitor and maintain conformance with street pricing.

G. Program Management Approach

G.1. Mobilization and Opening Readiness

Describe how you will mobilize into the City-furnished, turnkey concessions premises and be fully open and operational by launch of schedule air service at DTX (November 11, 2026). Focus on how you will activate the operation, including staffing ramp-up, vendor onboarding, initial inventory load-in, POS set-up, training completion, and opening readiness checks. Identify any City actions or approvals you will require and how you will manage dependencies to avoid delays.

G.2. Communication, Coordination, and Issue Resolution

Describe how you will coordinate with the Director of Aviation and Airport Staff on a day-to-day basis. Include your primary point of contact, decision-making structure, and escalation path for urgent issues. Provide a simple communication cadence, such as start-up check-ins leading into opening and regular operating meetings after opening. Explain how you will respond to schedule-driven needs, irregular operations, and special requests from the City, including requests for additional hours or limited-service coverage when needed.

G.3. Team Qualifications and Experience

Identify the key personnel assigned to this program and how they will support the Airport. Include an organizational chart showing on-site leadership and off-site support. At a minimum, identify the on-site manager, the person responsible for training and quality, and the primary support contact for maintenance and technology/POS. Provide resumes for key personnel and identify any subcontractors or partners that will play an ongoing role.

G.4. Branding, Merchandising, and Guest-Facing Standards

Describe how you will present a professional, airport-appropriate look and feel. Include your approach to brand presentation, menu boards, and merchandising that is clean, organized, and easy to shop. Confirm that all signage and guest-facing visuals will be submitted for City review prior to fabrication, that no handwritten signs will be used, and that digital menus will be kept current and readable. If you propose local features such as a “McKinney Made” shelf or seasonal displays, explain how it will be maintained and kept in stock.

G.5. Reporting, Performance Monitoring and Continuous Improvement

Describe how you will measure performance and report results to the City. The City has included a sample Monthly Operating Report format in Exhibit B to show the reporting layout and core measures expected. Explain how you will collect, validate, and submit information such as sales, transactions, operating hours, staffing levels by shift, guest feedback, and service recovery actions. Confirm your ability to provide itemized sales reporting and to separate reporting for Food, Non-Alcoholic Beverage, Alcohol (if applicable). Describe how you will use results to drive improvements over time as flight schedules and demand evolve.

G.6. Support, Maintenance, and Continuity of Service

Describe your approach to keeping the operation reliable and guest-ready. Include how you handle equipment issues, supply interruptions, and short-notice operational changes. Explain how issues are prioritized, tracked, and resolved, including typical response and resolution expectations for critical items. If you rely on third-party support for POS or other critical equipment, describe that support structure and coverage.

G.7. Attachments

Provide the following attachments, as applicable:

- Opening readiness checklist and milestone schedule through opening
- Sample monthly operating report/dashboard
- Organizational chart and key personnel resumes (limit two (2) pages per person)

H. Revenue proposal

The City is seeking a revenue-sharing concessions arrangement. Submit your revenue proposal based on your proposed Percentage Rent rates and your projected Gross Receipts by category, and the resulting rent payable to the City. Do not submit a fee-for-service price. Include any assumptions or clarifications that affect your pricing approach, Gross Receipts projections, or rent calculations.
Rent must be modeled consistently with Section 4.2 Rates.

If you propose a tiered or graduated Percentage Rent structure, include the full schedule of breakpoints and a simple example showing how Percentage Rent would be calculated. If your pro forma assumes the MAG becomes effective during the pro forma period, include an example showing how the payment would be determined once the MAG applies.

H.1. Pro Forma Financials

Provide a three (3) year pro forma, submitted in both Excel (Exhibit C & D) and PDF as outlined in section 4.2 Rents.

H.2. Key Assumptions and Clarifications

List the major assumptions used to build your pro forma, including hours of operation, staffing levels and wage assumptions, product mix, projected transactions and average check, and inflation assumptions. Include any traffic or passenger assumptions used to support sales projections, and state whether you assume the Passenger Threshold is reached during the pro forma period. If so, identify the Fiscal Year in which you assume the Passenger Threshold is achieved and show the MAG calculation in the following Fiscal Year based on 90% of prior year total rent. Identify any assumptions, exclusions, or clarifications that affect your proposed commercial terms.

V. EVALUATION CRITERIA AND FACTORS

Proposals will be reviewed and scored according to defined evaluation criteria.

The City may choose to hold sessions to let the committee test speed of service, product quality, and fit with the terminal and brand standards. We may adjust the Concept and Operations scores based on performance.

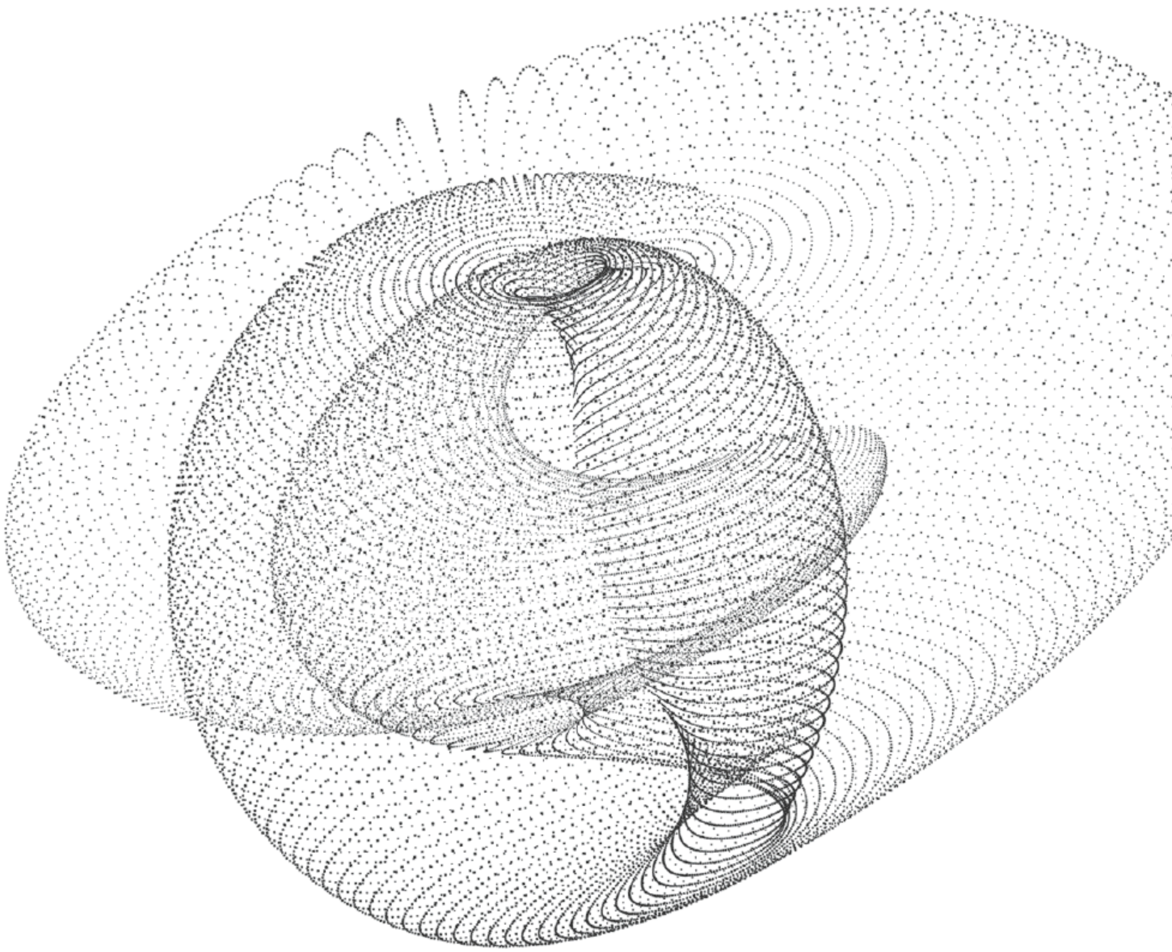
If held, the City will expect a concise format with a short pitch, a tasting focused on core menu items, and Q&A on staffing, pricing, and opening milestones. The City can conduct reference checks and site visits at this stage; results may adjust Experience scores.

The evaluation criteria will be grouped into point factors as follows:

Area	Points	Description
Concept quality, menu, and traveler fit	25	We will review the clarity of the concept, menu breadth for short dwell travelers, morning and evening coverage, grab-and-go, kid friendly and dietary options, and alignment with the “McKinney sense of place” vision. Proposals that bring strong local identity, speed, value, and a merchandising plan that reflects McKinney and North Texas can earn top scores. Weak alignment with the terminal’s scale or traveler needs will lower scores.
Operations plan, staffing, and opening speed	25	We will look for a realistic mobilization schedule to meet the target opening, a staffing plan by shift tied to a growing flight schedule, training, quality and food safety routines, irregular operations coverage, POS capability, cash controls, and a credible delivery and waste plan. Proposals that show a fast, low risk opening and disciplined day-to-day execution will score highest.
Experience and references	15	We will consider relevant airport or high-volume food service experience, performance history, and references. Proven delivery in environments similar to a fast service (airport) will score higher. Limited or nontransferable experience will score lower.
Design, signage, and guest experience upgrades	10	We will look for clean, modular, temporary ready designs that support throughput, visibility, and wayfinding, and that fit the terminal palette. Flashy but impractical designs will score lower.
Financial evaluation	25	Percentage Rent Proforma Proposal will be evaluated separately. We will evaluate the overall combined financial proposal including percentage rental rate(s) and sale potential as summarized in Exhibit C & D – Percentage Rent and Rent Proforma. The evaluation of rent factors in the selection will be determined by an analysis using your proposed figures. Please note that the highest rent is not the sole criterion for recommending Contract award.

The City reserves the right to reject any and all proposals, and is under no obligation to award a Contract. The City reserves the right to negotiate a contract with the highest evaluated Respondent as determined by the review committee. Should negotiations with the highest evaluated Respondent not produce an acceptable contract, the City reserves the right to begin negotiations with the second highest evaluated Respondent, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for the final selection and award of a contract rest solely with the City Council of the City of McKinney. The City shall not be liable to any Respondent for costs associated with responding to this RFP, for Respondent's participation in any oral interview, or any cost associated with negotiations

EXHIBIT A – CONCESSIONS CONCEPT



CITY OF MCKINNEY

TKI McKinney Airport Concessions

February 27, 2026

CORGAN

TKI CONCESSIONS

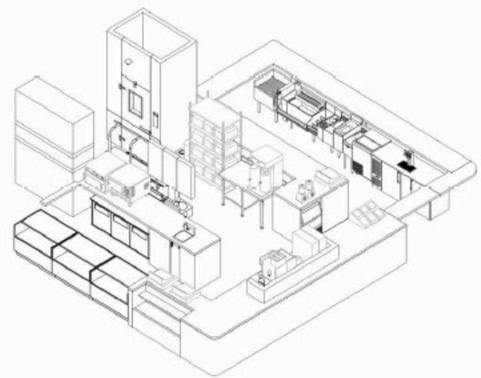
Floor Plan

Front View - Concessions

Side View - Concessions

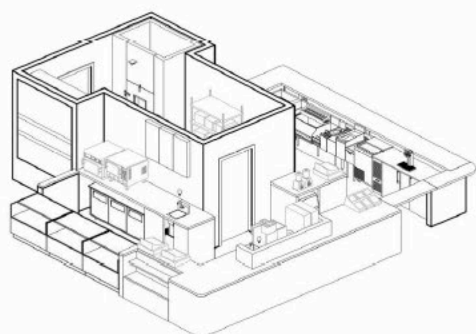
TKI Concessions

Equipment List



2 FS EQUIPMENT ONLY

FOOD SERVICE EQUIPMENT SCHEDULE - KITCHEN			
REFER TO SHEET QF1 FOR GENERAL CONTRACTOR & HEALTH DEPARTMENT COORDINATION NOTES			
FDP ITEM	FDP QTY	FDP DESCRIPTION	FDP REMARKS
113	1	COOLER STORAGE ASSEMBLY	
183	1	SPEED OVEN	PURVEYOR PROVIDED
185	1	RAPID COOK OVEN	PURVEYOR PROVIDED
196	1	BACK COUNTER	
197	2	BACK COUNTER-CLOSED BASE	
201.1	1	SERVING COUNTER	
214	3	CASH REGISTER	PURVEYOR PROVIDED
216	1	MENU BOARD	
249	1	THREE COMPARTMENT SINK NO DISPOSER	
292	1	HAND SINK	
571	3	BEVERAGE CASE	
648	3	CONDIMENT DISPENSER	PURVEYOR PROVIDED
646	2	CUP DISPENSER	PURVEYOR PROVIDED
708	2	UNDERCOUNTER ICEMAKER	
757	1	ESPRESSO MACHINE	PURVEYOR PROVIDED
800	1	3 DOOR SS BOTTLE BEER COOLER	
801	1	BLENDER	PURVEYOR PROVIDED
802	1	UC FREEZER/MUG FROSTER	
803	1	COCKTAIL STATION	
805	1	DRY WASTE CHUTE	
806	1	2 DOOR SS KEG COOLER	
807	1	2 DOOR UC REFRIGERATOR-36	
808	1	3 DOOR UC REFRIGERATOR-72	
810	1	HAND SINK	
811	1	COFFEE/TEA BREWER	PURVEYOR PROVIDED
812	1	UC SODA FOUNTAIN GUN	PURVEYOR PROVIDED
813	1	SYRUP BOTTLE HOLDER	PURVEYOR PROVIDED
814	1	BAG N BOX	PURVEYOR PROVIDED
815	1	SUNDRY DISPLAY MERCHANDISER	
816	1	JANITORS SINK - 24 INCH	



3 FS FACILITY MODEL

1 FOOD SERVICE EQUIPMENT PLAN
1/4" = 1'-0"

EXHIBIT B - SAMPLE MONTHLY OPERATING REPORT

McKinney National Airport (TKI)

MONTHLY CERTIFIED STATEMENT OF GROSS RECEIPTS AND MONTHLY INSTALLMENTS OF PERCENT RENT DUE

YEAR:	2026
MONTH:	
OPERATOR NAME:	
DBA NAME:	

AGMT TYPE:	Airport Terminal Food & Beverage Concessions
AGMT ID:	

Percent Rent Rate (Food & Non-Alcoholic)	0.00%	**Percent Rent Rate (Alcohol, if applicable)**	0.00%	**Percent Rent Rate (Other, if applicable)**	0.00%

MONTHLY SUBMISSIONS

Period	Number of Transactions	Gross Receipts	Deductions	Net Receipts				Percentage Rent				Monthly Minimum Guarantee Rent (MAG)	Monthly Rent Due (Percent Rent/MAG)
				Food & Non-Alc	Alcohol (if applicable)	Other (if applicable)	Total Net Receipts	Food & Non-Alc	Alcohol (if applicable)	Other (if applicable)	Total Percent Rent		
January	-	-	-	-	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-	-	-	-
July	-	-	-	-	-	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	-

I hereby certify to the City of McKinney that this is a true and accurate statement of Gross Receipts, Rents Due, and all payments made, and that this statement is in accordance with the provisions of the Concession and Lease Agreement and prepared in accordance with GAAP.

Signature	Title	Date

EXHIBIT C & D - PERCENTAGE RENT AND RENT PROFORMA

[EXCEL FILE]

EXHIBIT E – PERFORMANCE BOND SAMPLE FORM

Bond No. __________

KNOW ALL PERSONS BY THESE PRESENTS, that we, ______________________________ (“Principal”),
and ______________________________ (“Surety”), are held and firmly bound unto the City of McKinney, Texas (the “City”), in the penal sum of __________________ Dollars ($__________) lawful money of the United States, for the payment of which sum we bind ourselves and our respective heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bonded Principal has entered into a Concession and Lease Agreement (the “Agreement”) with the City, dated ______________________, for the operation of airport terminal food and beverage concessions at McKinney National Airport (DTX) (or as otherwise described in the Agreement).

NOW, THEREFORE, the condition of this obligation is such that, if the above-bonded Principal shall faithfully perform each and every provision of the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect.

1. Term. This Performance Bond shall remain in force and be binding upon Surety for a period of _____ year(s) from the date hereof, but may be continued from year to year by delivery to the City of a Continuation Certificate signed by the Surety’s Attorney-in-Fact and under the seal of said Surety.

2. Partial Draw. The City is allowed to make a partial draw on this Bond pursuant to Section _____ of the Agreement.

3. Survival After Termination. This Performance Bond shall remain in full force and effect for a period of sixty (60) days following termination or cancellation of the Agreement.

4. Termination by Surety. The Surety shall have the right to terminate its liability upon giving the City thirty (30) days’ written notice by registered mail of its intention to terminate. Notwithstanding such termination, the Surety shall remain liable for all sums due under the provisions of this Bond up to and including the effective date of such termination.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals this _____ day of ______________________, 20_____.

PRINCIPAL: ______________________________

By: _____________________________________
Name: __________________________________
Title: ___________________________________

Attest: __________________________________
Title: ___________________________________

SURETY: _________________________________

By: ______________________________________
Name: ____________________________________
Title: _____________________________________
(Attorney-in-Fact)

Attest: ___________________________________
Title: _____________________________________

STATE OF TEXAS)
) ss.
COUNTY OF ______________)

I, ___________________________________, a Notary Public in and for the State of Texas and County aforesaid, do hereby certify that ___________________________________, of ___________________________________, who is personally known to me, appeared before me this day and acknowledged that he/she signed, sealed, and delivered the foregoing instrument as his/her free and voluntary act and deed on behalf of said ______________________________, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of ______________________, 20_____.

____
Notary Public, State of Texas

My Commission Expires: ______________________

PROPOSAL FORM SIGNATURE PAGE

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would offeror be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

Yes________No_________

The undersigned agrees, if the best and final proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposals, General Conditions, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to propose or not to propose thereon.

______________________________	______________________________
Offeror (Entity Name)	Signature
______________________________	______________________________
Street & Mailing Address	Print Name of Signator
______________________________	______________________________
City, State and Zip	Title of Signator
______________________________	______________________________
Telephone No.	Mobile No.
______________________________	______________________________
E-mail Address	Date Signed

If not the same as above, indicate the city and state that your principal place of business is located:

____

Acknowledgment of Addenda (if any):

Addendum 1 ______ Date Received____________
Addendum 2 ______ Date Received____________
Addendum 3 ______ Date Received____________