CITY OF McKINNEY

REQUEST FOR PROPOSAL (RFP)

FOR

AIRPORT AUTOMATED VENDING MACHINE CONCESSION SERVICES

City of McKinney ("City") 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 accepts no responsibility for the receipt and/or notification of solicitations through any other means.

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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 provide, install, operate, and maintain a small automated vending program serving the Mckinney National Airport (TKI/DTX) (the "Airport"), new commercial terminal. 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 responses to 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 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 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 Automated Vending Machine Concession Services
PROPOSAL NO.:	26-RFP
DUE DATE/TIME:	Thursday, August 13, 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 shall have a financial interest, direct or indirect, in any contract with the City.

In accordance with the Americans with Disabilities Act, it is the policy of the City 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 17, 2026
Second Publication: Friday, July 24, 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 RESPONDENT – 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 – RESPONDENT 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 will protect from public disclosure such portions of a proposal unless directed otherwise by legal authority including existing Open Records Acts.

P. PUBLIC OPENING – RESPONDENTS 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 – Respondent 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, Respondent 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. 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. 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 Respondent and the City.

B. CONTRACT AGREEMENT – This is a revenue-generating concessions contract. Each Respondent shall propose the concession fee percentage it will remit to the City, which shall be no less than ten percent (10%) of Gross Revenues. The successful Offeror's proposed concession fee percentage, as accepted by the City, shall be incorporated into the resulting Agreement. The term "Gross Revenues" as used herein shall mean the revenues or sales price of all food, beverages, and merchandise sold or dispensed by the Concessionaire on the Airport excluding all sales taxes collected by Concessionaire from its customers.

A report showing sales by day by machine must be provided to the Airport on the tenth (10th) day following the month of activity.

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 may elect to negotiate a contract with the selected Respondent(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 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 Respondents best terms.

F. TERMINATION FOR DEFAULT – The City 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 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 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 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. 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.

The City 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.

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 requires ethical behavior and compliance with the law from all individuals and companies with whom it does business.

N. WARRANTY – The successful Respondent 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 Respondent and the City 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 Respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

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 –

Israel:

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: (a) does not boycott Israel; and (b) 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.

Energy Companies:

In accordance with Chapter 2276, 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 2276 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 2276 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.

Firearm Entity or Firearm Trade Association:

In accordance with 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: (1) does not have a practice, policy, guidance, or directive that discriminates against any firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against any 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) is entering a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). In addition, this provision does not apply to: (1) a contract with a sole-source provider; or (2) a contract for which the governmental entity did not receive any bids from a company that is able to provide the required written verification. Unless the Company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature on this Agreement that the company does not have a practice, policy, guidance, or directive that discriminates against any firearm entity or firearm trade association and will not discriminate against any firearm entity or firearm trade association during the term of this Agreement.

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, Key Events Schedule, 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 also be accepted at the City of McKinney, Procurement Services by mail or hand delivery and shall be marked as follows:

Procurement Services Manager
Airport Automated Vending Machine Concession Services
RFP No. 26-38RFP
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, Key Events Schedule, of the Notice to Respondents. The City, as it determines necessary for interpretation or clarification, will respond to such questions through the form of 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 17, 2026

Interpretation Deadline:	Thursday, August 6, 2026 – 2:00 PM
RFP Deadline:	Thursday, August 13, 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. The vendor shall furnish certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions to the City of McKinney Procurement Services Manager. Certificates shall reference the project/contract number and be addressed as follows:

   Airport Automated Vending Machine Concession Services
   26-38RFP
   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, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

   b. The City, 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.

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 Respondent 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 Respondent.

MINIMUM REQUIREMENTS

I. INTRODUCTION

The City of McKinney, Texas (the "City"), is seeking proposals from qualified vending service providers ("Respondent") to provide, install, operate, and maintain a vending program serving the McKinney National Airport (TKI/DTX) (the "Airport") new commercial terminal. The Airport intends to award a contract to one Respondent to provide three (3) vending machines located post-security in the sterile/holdroom area and up to two (2) vending machines located in the pre-security areas.

Program objectives include:

- Provide 24/7 access to travel essentials and grab-and-go food and beverages for passengers when concessions are busy, closed, or unavailable.
- Provide convenient options for Airport, airline, and TSA employees.
- Deliver reliable service, strong uptime, safe products, and a professional customer experience consistent with an airport environment.

II. BACKGROUND

The City is on the leading edge of one of the largest metropolitan areas in the country, continues to evolve. The City 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 successful Respondent shall furnish all equipment, fixtures, supplies, products, labor, supervision, technology, and services necessary to operate a vending machine program at the Airport, including installation, routine servicing, restocking, maintenance and repair, cleaning, customer service and refunds, and removal at contract end.

A. VENDING LOCATIONS, PRODUCTS & QUANTITY

The Airport intends to install and operate five (5) vending machines as identified in in Exhibit A. Those locations have five individual 20-amp circuits with data connections.

The Airport reserves the right to add, delete, relocate, or substitute locations and/or machines based on operational need, security requirements, terminal configuration, passenger flow, or other considerations.

At least one of the proposed machines must be dedicated to travel essentials and one must be dedicated to fresh food on the go. Respondent should tailor the product mix to post-security passenger dwell areas, pre-security arrivals, and public-area employee/passenger needs.

The Airport reserves the right to add or delete machines or locations during the contract term as it deems in the best interest of the Airport.

B. EQUIPMENT REQUIREMENTS

1. **Equipment Condition and Appearance:** Machines shall be current models, in excellent condition, and suitable for a new commercial airport terminal environment. No old, outdated, obsolete, damaged, or visibly worn machines will be accepted. Machines with dents, cracks, paint chips, or similar defects are unacceptable.
2. **Payment Systems:** Each machine shall accept cash (dollar bills and coins) and cashless payments (major credit/debit cards and contactless/mobile pay). Cashless payment systems must be PCI-DSS compliant. Respondent shall provide annual documentation of PCI compliance upon request.
3. **Telemetry / Remote Monitoring:** Machines shall be equipped with remote monitoring (telemetry) capable of providing inventory status, temperature monitoring (as applicable), and outage/error alerts. Respondent shall use telemetry to support proactive servicing and uptime.
4. **Accessibility:** Machines, controls, and payment interfaces shall meet applicable accessibility requirements, including ADA reach and operability standards. Instructions for use and customer support must be clearly visible and understandable.
5. **Pricing Display:** Prices shall be clearly posted on each machine, including any applicable taxes and fees.
6. **Customer Service Information**: Each machine shall display (at minimum) a toll-free or local customer service number, hours of support, and clear instructions for refunds or complaints.
7. **Security and Safety:** Machines shall be lockable, stable, and installed in a manner that does not create tripping hazards or obstruct egress. Respondent shall coordinate with the Airport for anchoring, electrical connection, and any required safety clearances.

The Airport reserves the right to approve all vending machines prior to installation and to require replacement or removal of machines which are not acceptable.

C. PRODUCT PROGRAM REQUIREMENTS

Respondent shall provide a balanced and airport-appropriate product mix that supports passengers and employees. The vending program is intended to supplement terminal concessions during peak periods and at times when the concession locations may be closed while minimizing direct conflict with existing concessions. Product selections shall be subject to Airport approval, but Respondent may add, rotate, substitute, or discontinue individual SKUs in the ordinary course of business to respond to passenger demand, seasonality, inventory performance, expiration risk, and supplier availability, provided the products remain consistent with the approved categories and the prohibited-items restrictions in this RFP.

At a minimum, Respondent shall propose products across the following categories:

- Travel Essentials / Convenience: phone charging cables/adapters, headphones/earbuds, travel pillows, reading glasses, toiletries, hand sanitizer, tissues, and other essentials.
- Wellness / Personal Care (as appropriate): over-the-counter items and personal care products commonly requested by travelers (subject to Airport approval).
- Beverages: bottled water, soft drinks, sports drinks, energy drinks, juices; and where feasible, healthier beverage options.
- Food & Snacks: chips, cookies, candy, granola/protein bars, nuts, popcorn, baked snacks, and other grab-and-go items.
- Fresh / Better-for-You Options (where feasible): fruit cups, salads, yogurt, pudding, hard boiled eggs, wraps/sandwiches, or similar items in refrigerated machines.

The Airport reserves the final right of approval on all products offered and may request specific products or categories based on passenger needs, concession coordination, seasonality, and operational considerations.

Prohibited Items: Alcohol, tobacco/nicotine products, cannabis/THC products, firearms/weapons, and any product prohibited by Airport policy or applicable law are not permitted.

D. PRICING STRUCTURE

Concessionaire shall establish and maintain a pricing structure that is fair, reasonable, not unjustly discriminatory, and generally consistent with local market pricing for comparable products. For products with readily available local comparisons, prices should not exceed the average price for comparable products sold by similar local retailers by more than ten percent (10%), unless Concessionaire provides written support acceptable to the Airport Director showing that a higher price is reasonable based on product type, package size, brand, quality, service model, secure-area operating cost, spoilage risk, or other airport-specific operating conditions.

For products that do not have a readily available local comparison, including travel essentials, specialty automated-retail products, premium items, refrigerated items, or other unique offerings, Concessionaire shall use a reasonable benchmark method. Acceptable benchmarks may include comparable local retail products, manufacturer suggested retail pricing, online retail pricing, comparable airport or transportation-facility pricing, or other support reasonably acceptable to the Airport Director.

Respondent shall submit its initial pricing structure with its proposal, including product category, brand or description, size or unit, proposed selling price, applicable taxes or fees, and the benchmark or pricing method used. Prices shall be clearly displayed on each machine in a manner that is visible and understandable to customers before purchase.

Concessionaire may make ordinary-course product substitutions, product additions, product removals, and price adjustments without prior written approval, provided that the pricing remains consistent with this Section and the products remain within the approved product categories. Concessionaire shall maintain current pricing records and shall provide updated product and pricing information to the Airport upon request.

The Airport Director may review prices at any time and may request supporting documentation, including local comparable prices, supplier cost information, product size or quality comparisons, sales data, customer complaints, or other information reasonably necessary to evaluate pricing. If the Airport Director determines that any price is not fair, reasonable, or consistent with this Section, Concessionaire shall adjust the price within three (3) business days after written notice, or within another period approved by the Airport Director.

Concessionaire shall not impose any surcharge, convenience fee, service fee, technology fee, credit card fee, or similar customer charge unless the fee is clearly disclosed to customers before purchase and approved in advance by the Airport Director. Material changes to the pricing structure, new product categories, or pricing above the benchmark standard described in this Section may be subject to Airport Director review and approval.

E. SERVICE, RESTOCKING, MAINTENANCE, AND CLEANLINESS

1. **Service Frequency**: Machines shall be serviced as frequently as necessary to keep machines operational, clean, and stocked with a variety of products to meet demand. Respondent shall describe its proposed servicing schedule and staffing plan for both pre-security and post-security locations.
2. **Product Freshness / Expiration:** Expired, spoiled, or damaged products shall be removed on or before expiration and replaced promptly.
3. **Preventive Maintenance**: Preventive maintenance and repair of all equipment are the responsibility of the Respondent. Regular cleaning of coils and refrigeration equipment (if applicable) shall be conducted to maintain functionality in accordance with manufacturer standards or as required by the Airport.
4. **Cleanliness:** Respondent shall keep machines sanitary, neat, and clean including interiors, exteriors, tops, and beneath machines. Respondent is also responsible for cleaning spills or debris associated with stocking and servicing.
5. **Minimum Performance Standards (Airport Service Levels):** Upon Airport notification of an issue, Respondent shall meet the following minimum response standards:

Issue Type	Required Response Time	Required Resolution/Action
Out-of-stock items, low inventory, or expired/spoiled products	Within 4 hours of notification (during terminal operating hours)	Restock and/or remove/replace affected products
Machine out of service / payment failure / refrigeration alarm	On-site service within 4 hours of notification (during terminal operating hours)	Restore service; if not restored within 24 hours, provide temporary replacement or replace machine

Vandalism or safety concern	Immediate notification by either party; respond as soon as practicable	Secure machine, coordinate with Airport security/ operations, repair/replace as directed

Repeated failure to maintain stock levels or service uptime may be considered a performance default.

F. HOURS OF OPERATION

Machines shall be available during all terminal operating hours and should be capable of 24/7 operation. Respondent shall coordinate servicing times with Airport operations and security to minimize disruption to passengers and comply with sterile-area access controls.

G. CUSTOMER SERVICE AND REFUNDS

Respondent shall provide a means for customers to receive refunds for faulty operation of vending machines and for products not up to standard. Refund instructions and customer service contact information shall be displayed on each machine. Respondent shall provide a customer service hotline and a method to track and resolve complaints.

H. USE OF PREMISES, SIGNAGE, AND CONDUCT

Respondent shall make no other use of the designated premises than the purpose intended. Respondent shall operate in a professional manner and comply with all Airport rules. Respondent shall not place signs, projections, or advertisements on Airport property except small, inconspicuous labels on machines as approved by the Airport.

The Airport reserves the right to require removal of any Respondent employee or subcontractor from Airport premises if their conduct is offensive, unsafe, or in violation of the agreement.

I. UTILITIES

The Airport will provide standard utilities (e.g., electricity) to the designated premises, but without liability for temporary interruption due to power failure or similar causes. Respondent shall use utilities with care and economy.

J. INSTALLATION, INVENTORY LISTING, AND REMOVAL

Installation, service, and removal of vending machines shall be the sole responsibility of the Respondent at no additional cost to the City/Airport. Upon installation, Respondent shall provide the Airport with a list of vending machines by location, including make/model, selections, dimensions, serial numbers, capacity, and installation date. Upon termination, Respondent shall remove all equipment and restore affected areas to their original condition (normal wear and tear excepted) within thirty (30) days unless otherwise directed.

K. SECURITY AND ACCESS REQUIREMENTS

Airport operations require strict compliance with security requirements. Respondent and its employees/subcontractors shall comply with all Airport security procedures, including badging, background checks, training, escort requirements, and access restrictions for the post-security sterile area. Deliveries and restocking in secure areas may be subject to screening and time-of-day restrictions. Respondent is responsible for coordinating with Airport Operations and bearing any costs associated with compliance, including any required screening.

L. REPORTING AND AUDIT RIGHTS

Respondent shall furnish to the City/Airport a monthly report detailing, by each machine/location, the month's gross receipts, Gross Revenue, Commission / Concession Fee due to the Airport, transaction counts, and other information requested for oversight and auditing. Respondent's accounting records pertaining to this agreement may be examined by the City's Department of Finance or its designee.

The City/Airport reserves the right to prescribe, modify, or require a specific reporting format, including machine-level reporting, summary schedules, supporting calculations, and electronic reporting requirements. The City/Airport may also request sample reports, supporting documentation, transaction records, telemetry reports, or other backup materials at any time to verify reported revenue and payments due.

M. COMMISSION / CONCESSION FEE

Concessionaire shall pay as a Concession Fee to the City the concession fee percentage proposed by Concessionaire in its Proposal and accepted by the City, which percentage shall be no less than ten percent (10%) of Concessionaire's Gross Revenues arising out of operations under this Agreement. The accepted concession fee percentage shall be incorporated into this Agreement and shall hereinafter be referred to as the "Concession Fee." The Concession Fee shall be due and payable to City on a monthly basis. Concessionaire shall furnish a detailed statement of Gross Revenues in a form acceptable to the Airport Director on or before the tenth (10th) day of each month following the month to which such Gross Revenues relate. Payment shall be due and payable within five (5) days thereafter.

The term "Gross Revenues", for the purposes of this Agreement, shall include all monies paid or payable to the Operator for sales made at the Airport pursuant to this Agreement; provided, however, that any sales taxes or similar taxes imposed by law which are separately stated and paid by the consumer or customer and which are directly payable to the taxing authority by Operator shall be excluded therefrom.

N. SUSTAINABILITY AND CUSTOMER EXPERIENCE (PREFERENCE)

The Airport encourages energy-efficient equipment (e.g., LED lighting, ENERGY STAR rated refrigeration where available), reduced packaging waste, and products that support wellness and traveler needs. Respondent is encouraged to propose locally- or regionally-sourced products where feasible.

IV. <u>PROPOSAL REQUIREMENTS</u>

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 proposal shall not exceed fifteen (15) 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 15-page limit but must be limited to the materials specifically requested: signed forms and addenda, proof of insurance, authorization letters for licensed brands, cut-sheets and equipment specifications, and required exhibits.

A. QUALIFICATIONS AND EXPERIENCE

- Company background and history providing vending services, preferably in airports or comparable secure/24-hour environments.
- Description of relevant experience and project approach.
- Three (3) references for comparable accounts (airports, transportation facilities, hospitals, universities, or similar).
- Evidence of financial capability and ability to support equipment investment and service standards.

B. EQUIPMENT, OPERATIONS AND MANAGEMENT PLAN

Each Respondent must submit a complete response to address all the following information with regard to how the equipment will be installed, and the operations will be managed and operated:

- **Implementation Plan**: Respondent shall outline an implementation and operational plan on how it intends to prepare for and operate the concession if awarded the contract. Successful Respondent will be responsible for applying for and obtaining any and all licenses required to commence operations on the proposed schedule.
- **Mode of Operation**: Provide a comprehensive description of the planned operation and use of the Premises with emphasis on the type and means of product and services to be provided.
- **Stocking Plan**: Provide a stocking plan to include the frequency. Respondent will be escorted to secure airport areas by an airport official and products will be inspected prior to entry into secured areas.
- **Equipment & Product Plan**: Provide an outline of what food and beverages will be provided as well as what equipment will be used. For food and snacks, it is the desire of the Airport to provide as broad a product offering as possible while eliminating the risk of spoilage. Respondent shall provide a cut sheet and picture of the equipment to be used with specifications and equipment requirements such as water and electricity.
- **Refunds**: A description of the proposed refund process in the event that the equipment does not operate properly.

C. PRICING STRUCTURE

Detailed pricing for merchandise (product brand, description, size, and selling price). Respondent should explain the pricing structure and methodology, including how prices are set, how frequently prices are reviewed, and how the Respondent will maintain reasonable pricing in relation to comparable local and airport-market prices. As a note, any changes to pricing may be subject to review and approval by the Airport Director.

D. EXCEPTIONS

Respondent shall clearly identify any requested exceptions to the terms and requirements of this RFP. Exceptions may be grounds for deeming a proposal non-responsive.

V. EVALUATION POINTS

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

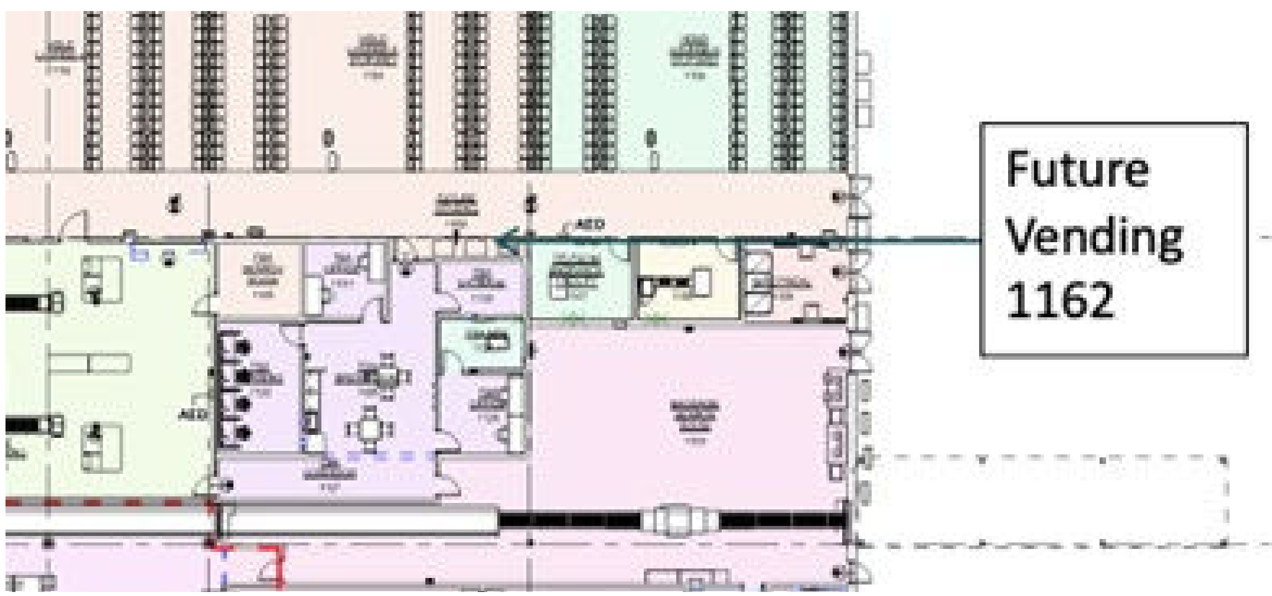
Qualifications and Experience	20 pts
Equipment, Operations, and Management Plan	40 pts
Pricing Structure	40 pts

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. 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 – VENDING MACHINE LOCATIONS (NEW COMMERCIAL TERMINAL)

Project Layout

Enlarged View – Post Security



Pre-security locations include the baggage claim/arrivals area and one additional public-area location to be designated by the Airport. Exact placement will be confirmed with Airport Operations before installation.

EXHIBIT B – EQUIPMENT, PRODUCTS, AND PRICING LIST
(TO BE PROVIDED BY RESPONDENT)

Respondent shall provide a detailed list of proposed equipment and initial product/pricing. Attach additional pages as needed.

Machine / Location	Product Category	Brand / Description	Size / Unit	Selling Price

EXHIBIT C – PROPOSED GROSS REVENUES AND SAMPLE MONTHLY SALES REPORT FORMAT (MINIMUM)

Respondent shall provide a monthly report by machine/location. Respondent may provide its own report format provided it includes at least the fields below.

Reporting Month	Location ID	Machine ID / Serial No.	Gross Sales [A]	Refunds / Approved Adjustments [B]	Adjusted Gross Revenues [C] = [A] − [B][1]	Proposed Commission / Concession Fee % [D]	Commission / Concession Fee Due [E] = [C] × [D]	Transaction Count
			$	$	$	%	$	
			$	$	$	%	$	
			$	$	$	%	$	
			$	$	$	%	$	
			$	$	$	%	$	
			$	$	$	%	$	

[1]This is a revenue-generating concessions contract. Respondent shall propose the Commission / Concession Fee percentage to be applied to Gross Revenues. The proposed percentage will be evaluated as part of the financial proposal and, if awarded, incorporated into the Agreement.

For purposes of this report, Gross Revenues shall mean all revenue received from the sale or dispensing of food, beverages, merchandise, services, or other products at the Airport, less approved customer refunds or approved adjustments, and excluding only sales taxes separately collected from customers and remitted to the appropriate taxing authority. No other deductions shall be permitted unless expressly approved in the Agreement.

MONTHLY SUMMARY

Summary Item	Amount
Total Gross Sales	$
Less: Total Refunds / Approved Adjustments	$
Total Adjusted Gross Revenues	$
Proposed Commission / Concession Fee Percentage (Average %)[2]	%
Commission / Concession Fee Due to City/Airport	

[2] Respondents may propose different Commission / Concession Fee percentages by product category, for example, ten percent (10%) for food and fifteen percent (15%) for beverages/drinks. Where category rates differ, the Average % is the blended rate for the reporting month, calculated as total Commission / Concession Fee Due divided by total Adjusted Gross Revenues. In all cases, each proposed percentage shall be no less than ten percent (10%) of Gross Revenues.

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 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____________

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: ______________________