

# REQUEST FOR PROPOSALS

For The  
**Build-Out, Operation, and Management**  
Of  
**Future Terminal Concessions**  
At The  
**Texarkana Regional Airport**



**TEXARKANA**  
— REGIONAL AIRPORT —

Issued By:

**Texarkana Regional Airport Authority**  
**201 Airport Drive**  
**Texarkana, Arkansas 71854**

Dated: July 1, 2022

<b>QUESTIONS AND CHANGE REQUESTS DEADLINE:</b>	<b>July 26, 2022, 5:00 PM CST</b>
<b>PROPOSAL SUBMISSION DEADLINE:</b>	<b>August 16, 2022, 5:00 PM CST</b>
<b>POINT OF CONTACT:</b>	<b>Tyler Brown, C.M.</b> Airport Real Estate Manager <a href="mailto:tyler.brown@txkairport.com">tyler.brown@txkairport.com</a> (870) 774-2171

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## **TEXARKANA REGIONAL AIRPORT AUTHORITY REQUEST FOR PROPOSALS FOR THE BUILD-OUT, OPERATION, AND MANAGEMENT OF FUTURE TERMINAL CONCESSIONS**

Sealed proposals will be accepted until **5:00 PM CST, Tuesday, August 16, 2022**, by the Texarkana Regional Airport Authority (“Authority”), **201 Airport Dr. Texarkana, Arkansas 71854**, for the build-out, operation, and management of concessions spots in the future terminal at the Texarkana Regional Airport (“Airport”) in accordance with the conditions stated in the Request for Proposals (“RFP”) package.

Copies of this RFP may be obtained from Tyler Brown, Airport Real Estate Manager, by calling (870) 774-2171, or by email at [tyler.brown@txkairport.com](mailto:tyler.brown@txkairport.com). This RFP is also available on the Airport’s website at [www.txkairport.com/rfp/](http://www.txkairport.com/rfp/). All questions/correspondence regarding this RFP must be e-mailed to Tyler Brown at the above email address no later than **July 26, 2022, 5:00 PM CST**.

There are **TWO** available spots for concessions in the new passenger terminal, one pre-security (“**Spot 1**”), and one post-security (“**Spot 2**”). Respondents should submit proposals for either spot, or if interested, both. If a respondent has interest in both spots, they should ensure their submittal uniquely identifies and separates each spot to allow the Authority to conduct a clear review. The Authority’s desired design/use concepts for each spot is described more fully in this RFP. Sealed proposals, one (1) original and three (3) copies, shall be submitted on or before **5:00 PM CST, Tuesday, August 16, 2022**, to the above address and are to be marked:

1. *“Proposal for Future Terminal Concessions **Spot #1** at the Texarkana Regional Airport.”*
2. *“Proposal for Future Terminal Concessions **Spot #2** at the Texarkana Regional Airport.”*
3. *“Proposal for Future Terminal Concessions **Spot #1 & Spot #2** at the Texarkana Regional Airport.”*

For informational purposes, those responding to this RFP are advised that the United States Postal Service and Express Mail Services may not deliver your proposals in a timely manner. The Authority will not be responsible for delays caused by any delivery services that may be used or for any other reason. Proposers are hereby encouraged to cause delivery of their proposals prior to the scheduled submission deadline. The delivery of said proposals to the Airport administration office prior to the time slated is solely and strictly the responsibility of the responding proposer. The submission deadline will be scrupulously observed. Electronic or faxed proposals will not be considered. **Any proposals received after the scheduled submission deadline will not be considered.**

The Authority reserves the right to reject any or all proposals; to select one or more proposals; to re-advertise this RFP; to postpone or cancel this process; to waive irregularities in the RFP process or in the proposals submitted in response thereto; to negotiate with any proposers; to accept any proposal considered to be in the best interest of the Authority, and to change or modify the RFP schedule or process outlined herein at any time.

**TITLE:** REQUEST FOR PROPOSALS FOR THE BUILD-OUT, OPERATION, AND MANAGEMENT OF FUTURE TERMINAL CONCESSIONS AT THE TEXARKANA REGIONAL AIRPORT

**SCHEDULE:** Schedule stated below is the schedule for this RFP process. However, the Authority reserves the right to modify, change or amend any of these dates and to change or halt the process at its sole discretion. Therefore, the schedule is subject to change:

Issue RFP	July 1, 2022
<b>Mandatory</b> Pre-Response Meeting	July 19, 2022
Questions & Change Requests Deadline	July 26, 2022
Addenda Published (optional)	August 2, 2022
Submission Deadline	August 16, 2022
Short-List Interviews (optional)	Week of August 22, 2022
Notice of Selection	Week of August 29, 2022

**PRE-RESPONSE MEETING:** A **mandatory** pre-response meeting has been scheduled for **July 19, 2022, at 2:00 PM CST**, in the Airport Administration Conference Room, **201 Airport Dr. Texarkana Arkansas, 71854** to discuss questions and the requirements of this RFP. A site visit of the future terminal will follow immediately after the pre-response meeting.

Attendees may park in the long-term parking lot and bring their parking ticket to the meeting for validation. By submitting a proposal to the Authority, each proposer agrees and represents that it has all information necessary to complete and provide its submittal to the Authority and is waiving any and all claims against the Authority and its members, officers, staff and employees relating to the submission of the proposer's submittal to the Authority. Proposer's bear all costs, and expenses related to their attendance at the pre-response meeting, including travel, or any other meeting described in this request. Verbal responses provided by Authority representatives during the pre-response meeting are not formal and are not binding on the Authority. **Proposals submitted by those that did not attend the mandatory pre-response meeting will not be considered.**

**QUESTIONS/CHANGES:** Any questions or requests for clarification/change on any matter contained in this RFP must be submitted by email to Tyler Brown at [tyler.brown@txkairport.com](mailto:tyler.brown@txkairport.com) no later than **July 26, 2022, 5:00 PM CST**. Any material change, including schedule changes, or clarification of any matter contained in this RFP, will be issued in the form of written addenda. All addenda will be sent to all proposers and posted to the Airport's website; [www.txkairport.com/rfp/](http://www.txkairport.com/rfp/) no later than **Tuesday, August 2, 2022**. Verbal responses by Authority staff will not modify this RFP in any way. Any addendum to this RFP will become part of the RFP and part of any contract awarded as a result of this process. All potential proposers must acknowledge any Addenda via **APPENDIX D**.

**SUBMISSION DEADLINE:** **TUESDAY AUGUST 16, 2022, 5:00 PM CST**

The Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at the pre-response meeting, or any other meeting described in this request, should contact Tyler Brown, Airport Real Estate Manager, Texarkana Regional Airport Authority at e-mail address [tyler.brown@txkairport.com](mailto:tyler.brown@txkairport.com), telephone (870) 774-2171 at least seven (7) days before each meeting.

## **SECTION I: INTRODUCTION**

### **1.1 General**

The Authority invites sealed written proposals from experienced and qualified proposers to finance, design, build-out, operate, and manage high quality and viable concessions in the public and sterile areas of the future passenger terminal at the Airport. The Authority intends to enter a contract with no more than two (2) proposers for a period of five (5) years, with a possible five (5) year extension, for a maximum total term of ten (10) years. The contract is anticipated to begin in 2024, or when terminal construction is complete. Successful proposer(s) should expect to have input in the concession space build-out to meet the needs of their operation. The operation and its services shall function as an Airport concessionaire and will remit a portion of revenues to the Authority.

## **SECTION II: AIRPORT OVERVIEW**

### **2.1 General**

The Airport is a public-use primary commercial service airport, owned and operated by the Authority. It is located approximately three (3) nautical miles (“NM”) Northeast of downtown Texarkana, USA, and is perfectly positioned to serve the Ark-La-Tex area, including Texarkana, Broken Bow, Hochatown, Hot Springs, Caddo Valley, and Shreveport, as well as other locations in Arkansas, Louisiana, Texas and Oklahoma. With quick access to Interstate 49, Interstate 30 and U.S. HWY 67, travelers will find that the Airport’s location puts all the attractive areas of the Ark-La-Tex within easy driving distance.

Commercial airline service is offered by American Airlines providing daily, non-stop flights to Dallas/Fort Worth International Airport. Passenger numbers continue to rise (See **APPENDIX F** for Airport Enplanements).

The Authority is currently constructing a much larger passenger terminal, located across the airfield from the existing terminal. Hours of operation are anticipated to be **4:45 AM CST -23:30 PM CST**, but subject to change according to flight schedules. The new multi-story terminal building, of approximately 40,000 square feet, has concession space in both public (pre-security) and sterile (post-security) areas. The new terminal will also have areas for the airline ticket counters, rental car areas, Airport administration and public gathering.

In addition to an updated modern look, the aesthetics of the new terminal were designed to coincide with the natural state of its location by having plenty of timber finishes and giving the public a relaxing lodging feel. The Authority intends to provide passengers an uncommon air travel experience. With comfortable seating, a fireplace, concessions, and plenty of art/exhibits, the Authority believes it can create a relaxing, stress-free travel environment. The Authority is confident the new terminal will create a comforting travel experience that will spur economic development and increase business and leisure commercial airline travel in the area. **The future passenger terminal is expected to open in 2024.**

## **SECTION III: BASIC REQUIREMENTS**

### **3.1 General**

1. The selected proposer(s) shall provide a turn-key operation that includes all staffing, equipment, and inventory and shall be responsible for all operational issues, janitorial services, maintenance, and trash removal incidental to the operation of the concession.
2. Plans and specifications, including a design, build-out, and layout plan, must be submitted to the Authority for approval no later than sixty (60) calendar days following selection of the proposer(s) from this RFP.

## **SECTION IV: SPACE OVERVIEW**

### **4.1 General**

Equipment and Improvements provided by the Authority is described below in the AIRPORT INVESTMENT – SITE IMPROVEMENTS section. The awarded proposer shall provide any other items needed for its operation, including furniture and appliances. Any high-energy use appliances must be approved by the Airport Real Estate Manager in writing in advance of installation, and at the sole discretion of the Authority, additional negotiated fees may be included to offset increased energy costs. The awarded proposer(s) will work with the Authority’s architect during terminal construction to ensure their concession space build-out will meet all needs for the operation. Upon completion of construction of the new terminal, the space will be leased in “as is” condition and the Authority makes no warranty as to the condition of the space to include, without limitation, any issue regarding access to the property or the use of the space for its intended purpose. The awarded proposer(s) must operate the spaces with their own employees or with approved partners or subcontractors. Because the new terminal reflects the surrounding area, the Authority desires to contract with proposer(s) capable of creating a pleasant southern comfort experience and providing passengers a stress-free environment. It is extremely vital the awarded proposer(s) will design their space and operate their concessions to cater to the aesthetics of the new terminal.

### **4.2 Terminal Concession Spot #1 (Public Area; Pre-Security)**

Please refer to [Appendix A – Spot #1 Floor Plan](#). The total concession space is approximately 790 square feet on the first floor of the terminal in the main lobby.

**Design/Use Concept:** The concession area was designed to accommodate the potential for two (2) distinct concepts/operations. One concept is a ‘fast food’ type food concession, offering pre-prepared hot or cold food items and an assortment of beverages with places for customers to sit and visit. The second concept use is a mini-convenience retail store (grab and go operation) that would sell a selection of products like snacks, candy, gum, drinks, medicinal items (aspirin, Tylenol, tissues etc.), magazines, and other items common to a convenience retail store. In addition, it is assumed that the convenience store could also offer self-serve hot or cold drinks, such as coffee, hot chocolate, fountain drinks etc. Airport merchandise, gift items, souvenirs, and personal travel items may also be sold as adjunct products. The awarded proposer(s) may also enter into agreements to sell items from other external groups, provided Authority written approval is granted. The proposer(s) has considerable latitude to determine what type of food or retail option will be used. The Authority welcomes receiving any unique proposal recommendations for how the concession space should operate.

### **4.3 Terminal Concession Spot #2 (Sterile Area; Post-Security)**

Please refer to [Appendix B – Spot #2 Floor Plan & Rendering](#). The total concession space is approximately 575 square feet on the second floor of the terminal in the passenger boarding area. The space is post-security, and all products must be properly screened and coordinated with the Transportation Security Administration (“TSA”). There can be a cold storage room next to the concession to minimize the TSA re-screening of products offered.

**Design/Use Concept:** The selected proposer will operate a coffee shop/café and provide seating and a business area for passengers. The concession will serve a variety of quality hot and cold beverages such as coffee, specialty coffee drinks, smoothies, and other like drinks with lids. The concession will also serve a variety of quality pre-prepared coffee shop food items such as pastries, fruits, or other coffee shop fare. Food and drink options for children should be included as well. Quick service beverages and food items may also be sold, such as bottled/canned drinks, candy, and snacks. Airport merchandise, gift items, souvenirs, and personal travel items may also be sold as adjunct products. The awarded proposer(s) may also enter into agreements to sell items from other external groups, provided written approval by the Authority is granted.

## **SECTION V: AIRPORT INVESTMENT – SPACE IMPROVEMENTS**

### **5.1 General**

The Authority shall provide the concession space as described above. In addition, the Authority **may** make site Improvements as follows, depending on agreed upon costs/rates/fees:

- 1. Build-out of designated locations (service counter, display case, shelves, roll-up door etc.)**
- 2. Janitorial and maintenance service to non-concessions areas within the terminal. Concessionaire will be responsible for these services within its leased space**
- 3. Utilities, including water and sewer stubbed connections, storm, gas, electric, telephone, fiber communication lines**
- 4. Wall/Floor/Counter Finishes**
- 5. A link from the Airport website to the concessionaire’s website (if one is available)**

Any additional improvements necessary for the development of the concession space will be at the sole cost and responsibility of the awarded proposer(s), including furniture and appliances. The awarded proposer(s) will be responsible for janitorial and maintenance services within its leased space and agrees to keep such space in a clean/presentable condition.

## **SECTION VI: RIGHT TO CONSTRUCT NEW FACILITIES**

### **6.1 General**

As funding becomes available, the Authority may engage in improvement and/or expansion projects. The Authority reserves the right to plan, finance, and/or erect new facilities, according to the Authority’s best interests, and may take any action deemed desirable, including leasing new or other available facilities to restaurant or other concessionaires. Any alterations or expansions to any part of the passenger terminal, such as the main lobby or boarding area, will be coordinated in advance with the concessionaire’s to be the least disruptive to their operations.

## **SECTION VII: CONCESSIONAIRE RESPONSIBILITIES**

### **7.1 General Obligations**

The awarded proposer(s), at its sole cost and expense, is required to establish, operate, and maintain a high-quality, well managed, and efficiently run concessions. The general obligations include but are not limited to:

1. Always operate the concession in a manner approved by the Authority
2. Have all permits and licenses required to prepare and sell food and beverages. If liquor is to be served, concessionaire(s) must have all applicable liquor license(s).
3. Maintain the concession in a first-class condition and at the sole cost and expense of the awarded proposer(s) and shall include all structural/mechanical/utilities services.
4. Maintain all equipment in good and safe operating order, free from known mechanical defects, and in a clean, neat, and attractive condition.
5. Be authorized to represent brands/items sold
6. Provide a variety of hot and cold food and beverages, for both adults and children
7. Maintain hours of operation consistent with **Section 7.3**.
8. Accept a variety of customer payment methods, including without limitation, cash, and credit/debit cards

9. Provide sufficient personnel and ensure efficient, courteous service. The customer is the priority, and first-class customer service will be expected by the Authority.
10. Maintain a clean, sanitary environment at all times.
11. Provide all food and beverage inventory, and all equipment and utensils necessary for operations
12. Furnish customer area and janitorial supplies for concession prep area, counters, and tables
13. Be willing to enter a five (5) year agreement, with renewal at the Authority's lone discretion
14. Maintain accurate records of sales, which shall be made available to Authority for enforcing lease obligations during the lease term and for three (3) years after termination
15. Allow Authority staff to enter at any time for inspection or protection purposes
16. Upon award, provide evidence of insurance (see **APPENDIX C**) and maintain its currency.
17. If applicable, secure security badge(s) as needed prior to start of operations and maintain their currency
18. Comply with all Airport Minimum Standards and Rules/Regulations, and all applicable City, State, and Federal Rules and Regulations
19. Submit to the Authority for approval a detailed, written operating procedures plan ample time before commencement of operations.

## **7.2 Operational/Service Requirements**

**Theme(s)/Products/Décor/Signage.** Acknowledging that an attractive and welcoming environment draws more customers, the Authority will be flexible in approving concession theme, products, décor and signage, as long as they are in good taste and consistent with Airport standards and the aesthetics of the terminal. It is preferred that the environment reflects the natural components of the Ark-La-Tex and provides an ambiance which makes the customer feel comfortable. Souvenir, personal, and gift item sales are encouraged for non-restaurant concessions. All items, including menus, signage, products, and decorations must be reviewed and approved by the Authority in advance. Costs for these items shall be borne by the Concessionaire.

## **7.3 Days/Hours of Operation.**

Hours of Operation include seven (7) days a week, including holidays from **5:00 AM CST – 7:00 AM CST, 9:00 AM CST – 1:00 PM CST, and 5:00 PM CST – 7:00 PM CST.** The hours of operation in this section are based on the Airport's flight schedule from July 2022 (see **APPENDIX F**) and may vary with future flight schedules and passenger demand. The Authority will accept recommendations from proposers on other hours of operation to allow for maximization of costs and revenues. The Authority will further prefer, but not require, proposers have autonomous components to their concessions to allow for passengers to have self-serve access to certain products any time the terminal is open. Fully autonomous concessions, such as a self-serve mini-convenience retail store (grab and go operation), may be considered by the Authority.

## **7.4 Cleaning, Odors, and Maintenance.**

The concession spaces and equipment must always be kept clean and consistent with Arkansas Department of Health standards, regardless of if the concession is humanly staffed. The concession spaces must always be clean, business like and orderly. Trash and other refuse must be placed in proper containers and screened from public view. All strong odors emanating from concession operations, products and equipment must be controlled by venting, wrapping, enclosing, containing or otherwise treating to prohibit the entry of objectionable odors into the boarding area or main lobby area. The concessionaire shall not cause or permit any unusual or objectionable odors to emanate from the concession at any time, including from the products it offers or prepares as part of its operation. Odors generally regarded as pleasing include sweet spices, coffee, herbs, fresh baking, etc. and are allowed to be emanated into the boarding area or main lobby area at the Authority's discretion. The concessionaire shall be responsible for the maintenance and upkeep of the interior of the concession site.



## **7.5 Personnel.**

The customer is the priority, and the Authority will expect high class customer service and care from the awarded proposer(s) and its personnel. The awarded proposer(s) must provide adequate staffing and supervision of personnel. Officers, agents, employees, suppliers, and representatives must have a clean, professional appearance and visible company identification at all times. All staff shall wear a uniform and provide prompt, efficient, and courteous service to Airport passengers and customers. A full-time, experienced, and licensed manager, or designee, with full authority to represent and act on behalf of the proposer(s) must be on site at all times during humanly staffed operation.

## **7.6 Optional Services**

A proposer may propose optional services that will enhance customer service and provide other amenities that the general public may wish to have available. Optional services may be included but are subject to Authority approval. Proposer may offer quick food options, incorporation of liquor/wine bar (subject to proper licensing and insurance coverages), or other options that will pair well with the concepts outlined in **Section IV**.

## **7.7 Prohibited Services**

The following services shall not be allowed as part of this concession:

1. Any form of advertising, banner ads or similar displays except for approved identification of operation
2. Any service not approved by the Authority or similar to the required services outlined in this RFP.
3. Any service or use of the concession which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard to passengers or others. Authority reserves the right to enter the concession space and abate any such hazard at the expense of the concessionaire.

## **SECTION VIII: COMPENSATION TO AUTHORITY**

### **8.1 General**

For the rights and privileges of operating an airport concession, the Concessionaire(s) shall remit to the Authority, on a monthly basis, 1) a Percentage fee payment and 2) a space rental payment. Both are described below.

1. **Percentage Fees.** Monthly payment for operating privileges shall be a percentage fee of gross receipts or gross revenue. The terms “gross receipts” and “gross revenue” shall mean the total amount actually charged to the customer by the concessionaire for, or in connection with, concession services. Using **Appendix G, Bid Information**, proposer(s) must specify the monthly amount bid for percentage fees. The minimum acceptable amount is 10% of gross receipts or gross revenue. The percentage fee payment may be renegotiated for any renewal periods.
2. **Space Rental.** Upon beneficial occupancy of the concession space, the concessionaire shall pay monthly to the Authority a space rental fee. Using **Appendix G, Bid Information**, proposer(s) must specify the monthly amount bid for space rental. The minimum acceptable amount is \$20.00 per square foot per year for the concession’s spaces. The space rental payment may be renegotiated for any renewal periods.

# **RESPONSE TO RFP**

## **SECTION IX: SUBMITTAL CONTENTS**

### **9.1 General**

The Authority has made every effort to include enough information within this RFP for a proposer(s) to prepare a responsive proposal. Proposals must address each of the below subsections in a clear, comprehensive, and concise manner. Proposers are further advised that lengthy or wordy submissions are not necessary. Each proposer(s) shall submit and provide the information required in the subsections below. Proposals shall be submitted on 8" ½ x 11" sheet size (folded 11" x 17" exhibits are acceptable, however), typewritten no smaller than 12-point font size, with tabs separating the below subsections.

### **9.2 Minimum Qualifications**

To be considered a qualified submittal and be included in the final selection process, proposers must meet and include/demonstrate in their proposal the following minimum qualifications:

1. Five (5) years of continuous experience within the last ten (10) years in the operation and management of a (i) Quick Service Restaurant, (ii) Coffee Shop/Café, or (iii) mini-convenience retail store.
2. A statement that the proposer will meet all insurance requirements under this RFP, and as may be reasonably required by the Authority.
3. A statement as to whether the proposer is a party to any pending or current litigation that might adversely affect its performance of the services described in this RFP.
4. A statement as to whether the proposer has/had any outstanding judgments or bankruptcies within the past three (3) years
5. All applicable operating licenses, including food and beverage preparation and sale licenses and liquor licenses.
6. Proof of incorporation or organization under the laws of one state in the U.S. and must be authorized to do business in the State of Arkansas at the time of agreement execution.
7. Financial documentation that demonstrates the proposer(s) ability to enter a five (5) year concession agreement and operate a profitable business, such as an Income Statement and Balance Sheet certified by a certified public accountant for the last completed fiscal year or calendar year.
8. All completed forms, provided in **Appendix D, E, G, H**

### **9.3 Cover Letter**

The Cover Letter shall include the proposer's name and be signed and dated by a person authorized to legally bind the proposer to a contractual relationship, (e.g., the general manager or executive director of a business or organization, the managing partner if a partnership, or the proprietor if a sole proprietorship). Along with introductory remarks, the Cover Letter is to include the following information about the proposer and any proposed subcontractors:

- A. Legal name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written. The legal status of the proposer (sole proprietorship, partnership, corporation, etc.) shall also be included.
- B. A brief history of the entity (corporation, partnership, etc.), and a detailed description of its experience in providing concession related services.
- C. A discussion of the customer-oriented approach, services/experience to be offered, understanding of the requirements of this RFP, the proposer's interest and commitment to performing the services, commitment to maintaining and operating a high-class concession, and an understanding of the Authority's goals and objectives. The primary goal of the Authority is to create an environment that offers a welcoming, attractive, and comfortable experience with good quality food/beverage options.

## 9.4 Business Plan

- A. CONCEPT – Please briefly, but comprehensively, include or describe:
- Proposed concessions concept
  - Concept design, décor, signage (include drawings if able)
  - Concessions layout
  - Describe how your concept will reflect the Ark-La-Tex and aesthetics of the Terminal
  - Any improvements or build-out proposed to the concession site
  - Customer experience/service plan
  - Proposed hours of operation
  - Proposed hot/cold food options
  - Proposed hot/cold beverage options
  - Proposed adjunct items to be offered
  - Proposed pricing
  - Proposed forms of payment you intend to accept
  - A staffing plan
  - Personnel management and qualifications of staff
  - Describe staff uniforms/identification
  - Proposed logo, brand identity, graphics, etc.
  - Proposed equipment and furniture to be used
  - Sample format of gross revenues/receipts report
  - General description on how the proposer intends to meet ACDBE goals
- B. COST PROPOSAL – The cost proposal shall include the following for each year of the proposed contract term:
- Estimated gross sales
  - Percent of gross sales
  - Minimum Annual Guarantee (MAG)
- C. MARKETING PLAN – Outline how you propose to promote the concession venue - both within the immediate terminal and the surrounding community to maximize revenues. Demonstrate an understanding of the potential market, including people who use the transit system and cycle through the terminal as well as potential businesses in the surrounding community.

## **SECTION X: SUBMISSION INSTRUCTIONS**

### **10.1 General**

All proposals must be received by the Authority no later than **5:00 PM CST on August 16, 2022**. Proposals submitted after the specified submission deadline in this request will be rejected as late and will not be accepted. Proposals must be enclosed in a sealed envelope, box or package that is clearly marked. Include the business name and address of the proposer on the outside of the package, and it must be marked as described at the beginning of this RFP. Proposers are advised that they may be required to submit additional information, upon request.

**Proposers shall submit their proposals to the following address:**

**Texarkana Regional Airport Authority  
Attn: Tyler Brown, C.M.  
201 Airport Dr.  
Texarkana, AR 71854**

**SECTION XI: SELECTION PROCESS**

All proposals received will be evaluated by a selection committee comprised of up to four (4) members. The committee members may include Authority staff members, Airport Board of Directors representation, and external stakeholders. The committee will evaluate each proposal using the weighted criteria listed below. The Authority reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information. Each proposal will be equally assessed using the following evaluation criteria:

**11.1 Minimum Qualifications (Pass/Fail Phase)**

The selection committee will screen all proposals to ensure compliance with the Minimum Qualifications, identified in **Section 9.2** of this request. A proposer’s proposal will be deemed non-responsive and will be rejected without further evaluation if its proposal does not meet these requirements.

**11.2 Evaluation Criteria (Scoring Phase)**

The selection committee will score proposals using the criteria outlined below:

Item	Element	Weighting Factor	Raw Score	Weighted Overall Score
1	<b><u>Concession Design/Concept/Aesthetics</u></b>	5	(1-5)	Max (25)
2	<b><u>% Fees paid to TXK</u></b>	4	(1-5)	Max (20)
3	<b><u>Proposed Product Offerings</u></b>	4	(1-5)	Max (20)
4	<b><u>Proposer Financial Capability</u></b>	3	(1-5)	Max (15)
5	<b><u>Experience, Management, and Operational Plan</u></b>	2	(1-5)	Max (10)
6	<b><u>Proposed Space Rental Amount to TXK</u></b>	1	(1-5)	Max (5)
7	<b><u>Locally Owned</u></b>	1	(1-5)	Max (5)
<b>Raw Scoring</b> 5 – Outstanding 4 – Very Good 3 – Satisfactory 2 – Barely Acceptable 1 - Unacceptable				(Max 100)

**11.3 Proposer Evaluation**

The selection committee shall review the proposals, using the weighted criteria in **Section 9.2**. After reviewing all submitted proposals, the selection committee may “shortlist” the two-to-three most qualified proposers based upon the RFP responses and conduct interview(s) of the short-listed proposer(s). Each invited proposer will have an opportunity to make a brief presentation about its proposal and answer questions from the selection committee. However, the selection committee, at its sole discretion, may decide to not interview proposers and make its selection based on the proposals initial scores. If interviews are conducted, they will begin the week of **August 22, 2022**, in the Airport Administration Conference Room. Short-listed proposers will receive their interview invitations by

**Friday, August 19, 2022.** The final scores will be determined by combining the initial scores of the proposals (using the weighted criteria in **Section 9.2**) with the scores of the interviews (using the weighted criteria in **Section 9.2**). The selection committee will then rank the short-listed proposer(s) based on the combined scores, and the selection committee chair, or Airport Director, will make a selection recommendation to the Airport Board of Directors based on the highest ranked short-listed proposer. In accordance with the Board approved Texarkana Regional Airport Authority purchasing policy, the final contract approval rests solely with the Airport Board of Directors. Costs for travel expenses, proposal preparation, interview preparation and interview time shall be borne by the proposer.

#### **11.4 Contract Award**

Once the successful proposer(s) has(have) been determined, the Authority will start negotiating the contract(s) with the successful proposer(s). If the negotiations are not successful, negotiations will be terminated, and the next highest ranked proposer(s) may be asked to negotiate a contract with the Authority.

The Authority reserves the right to award more than one contract at its sole discretion, to the most qualified proposer(s).

### **SECTION XII: GENERAL CONDITIONS**

#### **12.1 Inquiries**

Communications between the proposer and any Authority or Airport officials or employees regarding this RFP that occur during the selection process, except when and in the manner expressly authorized by this RFP document is strictly prohibited. Violation of this requirement is grounds for disqualification from the selection process. The Authority will only accept written questions or requests for clarification about the RFP process. All questions/correspondence shall be e-mailed to Tyler Brown at [tyler.brown@txkairport.com](mailto:tyler.brown@txkairport.com). The deadline for filing questions and/or change requests is on **July 26, 2022, at 5:00 PM CST.**

#### **12.2 Binding Offer**

Each responding proposer's submittal will be considered a binding offer to perform the required services contained herein, assuming the terms of a contract are negotiated satisfactorily. The submission of a proposal shall be taken as a prima facie evidence that the responding proposer has familiarized itself with the contents of this request. Proposals may be withdrawn by written request, e-mail, fax by the responding proposer and re-delivered prior to the time fixed for the submission deadline of proposals.

Negligence on the part of the responding proposer in preparing the proposal confers no right of withdrawal or modification after it has been opened at the appointed time and place by the Authority. Any such withdrawn proposal shall not be resubmitted.

#### **12.3 Confidentiality**

All documentation submitted with this RFP will become the property of the Authority. During the selection process, all proposals shall remain confidential unless disclosure is required by law. However, following a final selection, the entire selection process file shall be available to the public upon request and as provided by law. Confidential data, if identified as such by the proposer, will be kept confidential upon request, if the request is made as part of the proposal and if the Authority determines that the data meet the requirements for confidentiality treatment under Arkansas State Law. Proposers should self-evaluate what information may be exempt and should mark such information "Confidential." Proposers claiming confidentiality must state in their proposal:

*The proposer agrees to indemnify and hold harmless the Authority, the Airport and their respective officers, officials, directors, employees, agents, and volunteers, from any claims, liability or damages, including reasonable attorney's fees and court costs, against the Authority to defend the Authority against any challenge to such confidentiality claims.*

#### **12.4 Term of Contract**

The term of the contract will be for five (5) years with one five (5) year extension option at the sole discretion of the Authority.

#### **12.5 Disadvantaged Business Enterprise (DBE)**

The Authority is properly committed to effectively implementing DBE participation. The Authority's DBE goals will be established on a task-by-task basis after award of the contract based on funding, availability of workforce, specialization of required services, etc.

It is the policy of the Authority that DBEs will have full and fair opportunities to compete for an participate in the performance of contracts on federally funded and non-federally funded Authority projects including the provision of materials and supplies. The Authority will encourage all current and prospective tenants, contractors, consultants, subcontractors, and subconsultants to assist in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by DBEs and to encourage the development of existing and new DBEs.

#### **12.6 ACDBE Participation (ACDBE)**

In accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart C, the Authority has implemented an Airport Concessions Disadvantaged Business Enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate or participate in the operation of an airport business. The awarded proposer(s) shall take all necessary and reasonable steps to achieve any and all ACDBE goals established by the Authority. For this RFP, no specific goals have been identified for ACDBE participation by owners, operators, agents, or suppliers, but those qualified are encouraged to participate. **If proposer(s) already have specific ACDBE percentage goals, please state them in your proposal.**

ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangement meeting the eligibility standards in 49 CFR Part 23, Subpart C. If the proposer(s) qualifies as an ACDBE, the goal shall be deemed to have been met.

If the proposer(s) will be unable to achieve the ACDBE goal established by the Authority, it will be required to provide documentation demonstrating that it took all necessary and reasonable steps in attempting to do so, or that it is not economically feasible at this time to enter either a joint venture, sublease, partnership, or other eligible arrangement with an ACDBE firm.

#### **12.7 Assignment of Contract**

The selected proposer(s) may not assign the contract entered as a result of this RFP and any attempt to assign the obligations resulting from this RFP without the prior written authorization of the Authority will be grounds for immediate termination.

#### **12.8 Non-Exclusivity of Contract**

By responding to this RFP, any selected proposer understands and agrees that any resulting contractual relationship is nonexclusive, and that the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

## 12.9 Equal Employment Opportunity

The Authority is an Equal Employment Opportunity (EEO) organization which does not discriminate against any prospective proposer on the basis of race, religion, color, sex, age, national origin, sexual orientation, or presence of any sensory, mental, or physical disability in the consideration of contract award. Awarded proposer(s) must comply with all EEO, federal, state, and local laws and regulations.

## 12.10 Indemnification

The selected proposer shall protect, defend, indemnify, and hold the City of Texarkana, Arkansas and Texarkana, Texas, Texarkana Regional Airport Authority, and their respective Boards of directors, officers, agents and employees completely harmless from and against any and all debts, expenses, penalties, costs including, but not limited to, reasonable attorney's fees that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the proposer, or anyone performing any act required of the proposer in connection with performance of the contract awarded pursuant to this RFP, except where such claims, or damages result from the gross negligence, or willful, wanton, or intentional misconduct of City of Texarkana, Arkansas and Texarkana, Texas, Texarkana Regional Airport Authority, and their respective Boards of directors, officers, agents and employees. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefore by the Authority.

## 12.11 No Lobbying

All proposers are hereby placed on notice that the Authority's Board of Directors, and all Authority employees (with the exception of the Airport Real Estate Manager designated to receive requests for interpretations or corrections) are not to be lobbied, either individually or collectively, regarding this RFP and any proposers in violation of this warning shall be automatically disqualified from further consideration for this RFP. During the entire procurement process, all proposers and their subcontractors, subconsultants, or agents are placed on notice that they are not to contact any persons listed above for such purposes as holding meetings for introduction, dinners, etc., if they intend to submit or have submitted proposals for this request. **All proposers and their subcontractors, subconsultants, and any agents must submit individual affidavits (via APPENDIX E) with their minimum qualifications in their proposals, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this RFP.**

## 12.12 Auditing and FAA Review

The proposer shall at all times be subject to inspection and review by Authority, the FAA or any of their duly authorized representatives to any books, documents, papers, and records of the proposer that are directly pertinent to the Authority and this request. Cooperation of the proposer's assigned personnel with the Authority and the FAA shall be required.

## 12.13 Questions or Changes to RFP

Any requests for clarification or change to any matter contained in this RFP must be submitted by email to Tyler Brown, Airport Real Estate Manager, at [tyler.brown@txkairport.com](mailto:tyler.brown@txkairport.com) no later than **July 26, 2022, 5:00 PM CST**. Any material change, including schedule changes, or clarification of any matter contained in this RFP, whether it be through email correspondence or as a result of discussions/questions at the pre-response meeting or for any other reason, will be issued in the form of a written addendum. All addenda will be sent to all proposers and will be posted to the Airport's website; [www.txkairport.com/rfp/](http://www.txkairport.com/rfp/) no later than **August 2, 2022**. Verbal responses by Authority staff will not modify this RFP in any way. Any addendum to this RFP will become part of the RFP and part of any



contract awarded as a result of this process. All potential proposers must acknowledge any Addenda via **APPENDIX D**.

#### **12.14 Security & TSA**

In accordance with the Transportation Security Administration (“TSA”) rules, personnel in the sterile areas of the terminal shall, **at all times**, wear security identification badges (between the waist and neck) or be accompanied by an individual wearing a security identification badge. Upon award, the Airport will assist applicable concessionaires through the badging process. The cost of security identification badges shall be the responsibility of the awarded proposer(s).

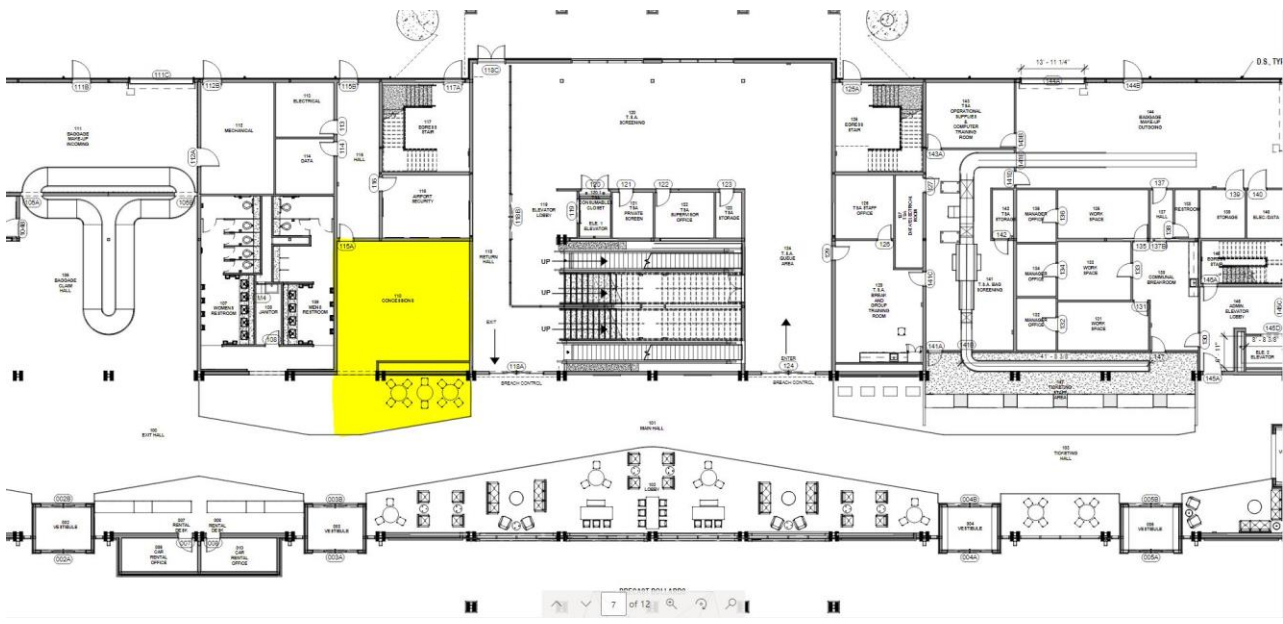
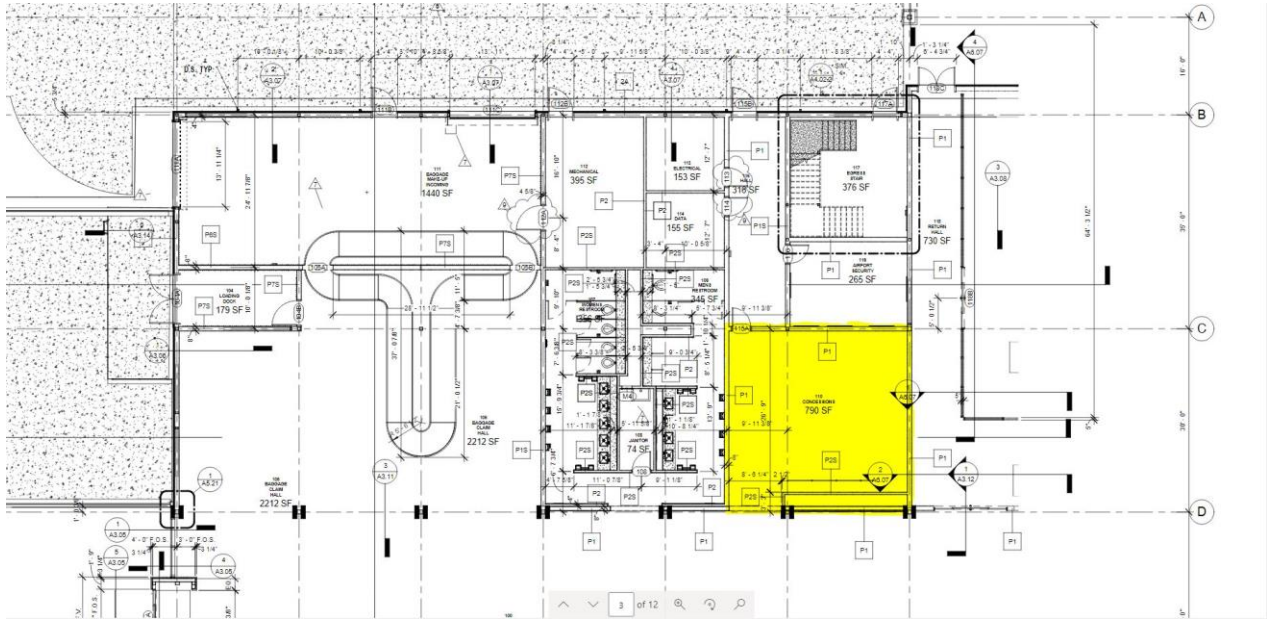
#### **12.15 Non-Discrimination Clause**

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI the Civil Rights Act of 1964; the Restoration Action of 1987, and as said regulations may be amended, the proposer(s) must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” and in the selection and retention of employees, agents, subcontractors or subconsultants, including procurements of materials and leases of equipment. The proposer(s) will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, as amended.

#### **12.16 General Civil Rights Clause**

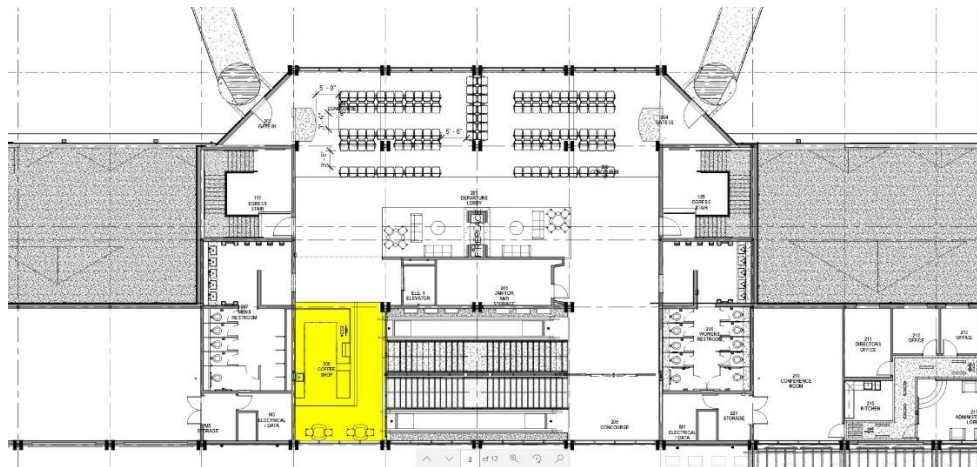
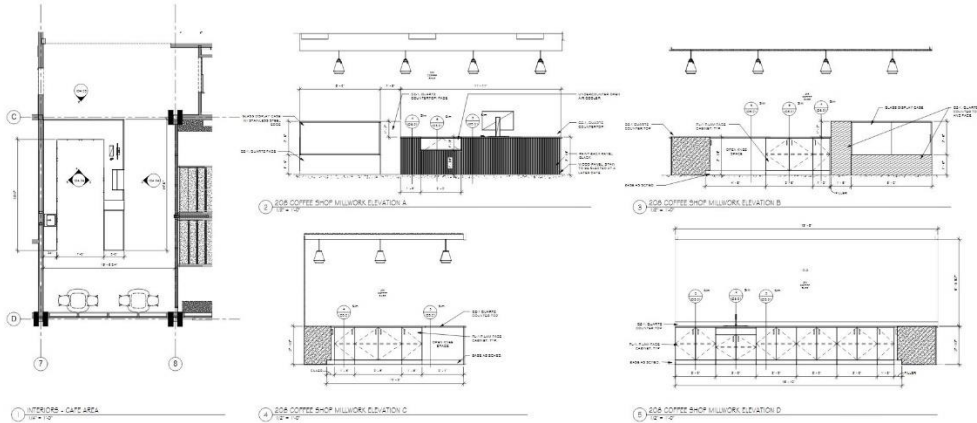
The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will ensure any contract entered pursuant to this RFP solicitation shall ensure no person, on the grounds of race, color, creed, sex, age, national origin or handicap, shall be excluded from participation, denied the benefits of or be otherwise subjected to discrimination in the performance of services. Disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**APPENDIX A**  
**SPOT #1 FLOOR PLAN**



**Link: [Concessions Plans/Renderings](#)**

**APPENDIX B**  
**SPOT #2 FLOOR PLAN & RENDERING**



**Link: [Concessions Plans/Renderings](#)**

**APPENDIX C**  
**INSURANCE REQUIREMENTS**

The selected proposer and all subcontractors shall at all times during the term of the contract maintain, at its expense, the following minimum levels and types of insurance. Limits and coverages are subject to change by the Authority in its sole discretion.

**Commercial General Liability**

Policy shall be provided to protect against Bodily Injury, and Property Damage, combined single limit.

\$1,000,000 per occurrence  
\$2,000,000 per annual aggregate  
\$5,000,000 per occurrence including excess

The policy shall be endorsed to include the following additional insured language “The Texarkana Regional Airport Authority, its officers, officials and employees are to be covered as an additional insured with respect to liability arising out of the “Work” or operations performed by or on behalf of the proposer, including materials, parts or equipment furnished in connection with such Work or Operations.”

**Business Automobile Liability Insurance**

Bodily injury and property damage for any owned, hired and non-owned vehicles used in performance of any contract awarded under this RFP.

Bodily Injury \$1,000,000 per occurrence

The policy shall be endorsed to include the following additional insured language: “The Texarkana Regional Airport Authority, its officers, officials and employees are to be covered as an additional insured with respect to liability arising out of the activities performed by or on behalf of the proposer.”

**Workers' Compensation and Employer's Liability Insurance**

Each Accident \$1,000,000 per occurrence  
Disease Each Employee \$1,000,000 per occurrence

Proposer(s) shall maintain liquor Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) per occurrence with an annual aggregate coverage of Two Million Dollars (\$2,000,000) with a minimum limit of Five Million Dollars (\$5,000,000) per occurrence including excess, if the proposer(s) intend to serve wine/liquor as part of their concession.

The policy(s) shall contain a waiver of subrogation against the Texarkana Regional Airport Authority.

**The Texarkana Regional Airport Authority shall be listed as certificate holder.**

**Certificate of Insurance shall contain language stating “written notice of cancellation shall not be less than 30 days.”**

Insurance is to be placed with insurers duly licensed or authorized to do business with the State of Arkansas, and with an “A” Best Rating of not less than A-VII.

The selected proposer(s) shall furnish the Authority with certificates of insurance as required by this RFP. All certificates and any required endorsements are to be received and approved by the Authority before operation commences. Each insurance policy required by this RFP must be in effect at or prior to commencement of operations under this RFP and remain in effect for the duration of the contract. All renewal certificates of insurance shall be sent directly to the Texarkana Regional Airport Authority, 201 Airport Dr. Texarkana, AR 71854 or by e-mail to [tyler.brown@txkairport.com](mailto:tyler.brown@txkairport.com). The Authority reserves the right to require complete, certified copies of all insurance policies required by this RFP at any time.

**APPENDIX D**  
**ACKNOWLEDGMENT OF ADDENDA**

The following form shall be completed and included in the proposer's proposal if any Addenda are issued. Failure to acknowledge receipt of all addenda, if any, may cause the proposal to be considered non-responsive.

**The undersigned acknowledges receipt of the following addenda to the RFP:**

Addendum No. \_\_\_\_\_, Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated: \_\_\_\_\_

**Proposer Information**

Company Name of Proposer: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Proposer Acknowledgement**

**Authorized Signature:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL**

**APPENDIX E**  
**NO-LOBBYING AFFIDAVIT**

STATE OF ARKANSAS

COUNTY OF MILLER

I, \_\_\_\_\_ (name), of \_\_\_\_\_ (City),  
\_\_\_\_\_ (State), in \_\_\_\_\_ County, MAKE OATH AND SAY THAT:

- A. As the/a \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), I have not colluded, conspired, or agreed with the Authority (including its agents and/or employees) or any other person, proposer, or corporation having connection with the Authority, on editing, altering, changing or creating the content or the terms or conditions of this request for proposals
- B. As the/a \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), I have not paid, or agreed to pay the Authority (including its agents and/or employees) or any other person, proposer, or corporation having connection to the Authority, any money, or anything of value in return for assistance in procuring or attempting to procure a contract as a result of this request for proposals.

STATE OF ARKANSAS

COUNTY OF MILLER

SUSCRIBED AND SWORN TO BEFORE ME, on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

(Signature of notarial officer)

\_\_\_\_\_

(Printed name of notarial officer)

**Title:**

**My Commission Expires:**

\_\_\_\_\_  
(PROPOSER SIGNATURE)




**THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL**

**APPENDIX F**  
**ENPLANEMENTS/FLIGHT SCHEDULE**




**TXK PASSENGER ENPLANEMENTS**

<b>Year</b>	<b>Yearly Total</b>	<b>Monthly Average</b>
2021	26,870	2,239
2020	17,333	1,444
2019	37,397	3,116
2018	37,532	3,128
2017	34,099	2,842

**JULY 2022 DEPARTURES**

<b>Airline</b>	<b>Flight #</b>	<b>Destination</b>	<b>Departure Time</b>
 American Airlines	AA4097	Dallas/Fort-Worth (KDFW)	6:18 AM
 American Airlines	AA3875	Dallas/Fort-Worth (KDFW)	10:23 AM
 American Airlines	AA4008	Dallas/Fort-Worth (KDFW)	6:31 PM

**JULY 2022 ARRIVALS**

<b>Airline</b>	<b>Flight #</b>	<b>Origin</b>	<b>Arrival Time</b>
 American Airlines	AA3875	Dallas/Fort-Worth (KDFW)	9:57 AM
 American Airlines	AA4008	Dallas/Fort-Worth (KDFW)	6:02 PM
 American Airlines	AA3823	Dallas/Fort-Worth (KDFW)	11:35 PM

**Note:** Flight Schedules are subject to change throughout the year due to many different factors. American Airlines will occasionally add in a mid-afternoon flight, arriving around 1:45 PM CST and departing around 2:15 PM CST. Holidays tend to warrant more flights with upwards of five (5) per day.





**APPENDIX H**  
**ACKNOWLEDGEMENT**

The undersigned, having carefully read and considered in the Request for Proposals for the build-out, operation, and management of future terminal concessions at the Texarkana Regional Airport, does hereby offer to perform such services on behalf of the Texarkana Regional Airport Authority (“Authority”), in the manner described and subject to the terms and conditions set forth in the attached Request for Proposals

The undersigned gives permission for the Authority to contact business references provided in this proposal, and any others for whom the undersigned has performed work

The undersigned further states that this proposal is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement, or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition

Proposer Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL**