



NORTHWEST ARKANSAS NATIONAL AIRPORT

REQUEST FOR PROPOSALS FOR PARKING FACILITIES OPERATOR

January 16, 2025

TABLE OF CONTENTS

Section 1: Notice of Opportunity and General Project Information 2

- A. Notice and Description 2
- B. Timeline and Schedule of Events 2
- C. Location of Procurement Documents 3
- D. Minimum Qualifications 3
- E. Site Visit 3
- F. Evaluation 3
- G. Prohibition Against Lobbying 3
- H. Questions, Inquiries and Airport Contact 4

Section 2: Airport and Regional Information 5

- A. Airport Overview 5
- B. Regional Information 5
- C. Parking Facilities 6

Section 3: Project Information 8

- A. Scope of Work 8
- B. General Operator Requirements 8
- C. Term and Financial Considerations 10
- D. Airport Security Requirements 10
- E. Miscellaneous Requirements 11
- F. Evaluation and Criteria 12

Section 4: Proposal Content and Instructions 13

- A. Cover Letter 13
- B. Executive Summary 13
- C. Operation and Management Plan 13
- D. Financial Operations 14
- E. Experience and Qualifications 15

Section 5: Miscellaneous Notices and Information 15

- A. Title VI Solicitation Notice 15
- B. Open Records and Confidentiality 16
- C. Mandatory Federal Provisions 16

EXHIBITS: A through F

**SECTION 1:
NOTICE OF OPPORTUNITY AND GENERAL PROJECT INFORMATION**

A. NOTICE AND DESCRIPTION.

The Northwest Arkansas Regional Airport Authority (the “Authority”) gives notice of this request for proposals (together with any addenda and answers to questions, the “RFP”) from experienced and qualified operators of parking facilities to operate the parking facilities (the “Facilities”) at Northwest Arkansas National Airport (the “Airport” or “XNA”). It is the Authority’s intent to select a proposal that meets or exceeds the criteria set forth in this RFP, and thereafter to negotiate a concession and operations agreement (the “Agreement”) with the successful proposer.

B. TIMELINE AND SCHEDULE OF EVENTS.

The anticipated timeline and schedule of events for the proposal process is as follows:

EVENT	DATE/TIME
Issue RFP	January 16, 2025
Submittal of Written Questions	January 29, 2025
XNA Issues Answers to Written Questions	February 4, 2025
SUBMISSION DEADLINE	FEBRUARY 14, 2025 BY 4:00 P.M. CST
Finalist Interviews (if necessary)(virtual)	February 21, 2025
Staff Recommendation to Authority’s Operations Committee and Board of Directors	February 25, 2025 March 4, 2025
Negotiate and Execute the Agreement	No later than May 15, 2025

*****NOTE***** The above timeline and schedule of events is subject to modification without notice at the Authority’s sole discretion.

C. LOCATION OF PROCUREMENT DOCUMENTS.

This RFP and all other documents related to this procurement are only available online at www.flyxna.com/public-notices-procurements. This RFP will be available beginning January 16, 2025. Any amendments, addenda, questions/answers, and other documents pertaining this procurement will be posted at this site as they are released. It is the responsibility of each proposer to view this site on a regular basis to ensure the receipt of up-to-date information and documentation regarding this procurement.

D. MINIMUM QUALIFICATIONS.

The selected Proposer (sometimes referred to herein as the “Operator”) must have a minimum of ten years of continuous experience in the management and operation of public parking facilities and at least one parking facility that has or had an aggregate total of 200,000 transactions annually and \$5,000,000 in annual revenue. Each proposer should provide its DUNS number and financial statements for 2022, 2023, and 2024. A potential proposer that does not meet these minimum qualifications is encouraged to explore cooperative ventures with more established operators, to the extent permitted by the terms of this RFP.

Proposers must be incorporated or organized under the laws of one state in the United States and must be authorized to do business in the State of Arkansas at the time of agreement execution.

E. SITE VISIT.

There will be no site visit for this procurement. A submitted proposal constitutes a proposer’s certification that it has familiarized itself with the Airport and the Facilities.

F. EVALUATION.

The Authority will evaluate proposals based on the criteria set forth herein. In general, the Authority will only evaluate proposals submitted by proposers who meet the minimum requirements and qualifications set forth in this RFP. Further, the Authority reserves the right to reject any or all proposals, to waive irregularities and technicalities of any kind, to re-advertise, or to otherwise proceed in the best interests of the Airport.

G. PROHIBITION AGAINST LOBBYING.

A proposer shall not lobby, either on an individual or collective basis, the Authority (including its directors, officers, employees, or agents) or any federal, state, or local elected or public official or staff regarding this RFP or its written proposal. No proposer, and no acquaintances, friends, family members, outside advisors, agents, or other

representatives of a proposer, shall contact the Authority (including its directors, officers, employees, or agents), or any federal, state, or local elected or public officials or Airport staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a proposer, intentionally or unintentionally, may result in disqualification of the proposer and/or rejection of a written proposal.

H. QUESTIONS, INQUIRIES AND AIRPORT CONTACT.

The Authority is committed to providing all interested parties with accurate and consistent information. To this end, from the date of this RFP through the execution of a written agreement, the Authority's contact is Brian Burke (email: brian.burke@flyxna.com telephone: (479) 205-1424. All submissions required by this RFP shall adhere to the Timeline and Schedule of Events set out in Section 1 of this RFP.

Oral communications and emails from the Authority, its staff, agents, employees or outside advisor, or any other person associated with this RFP shall not be binding on the Authority and shall in no way modify any provision of this RFP. Only formally issued addenda and the Authority's published responses to proposers' questions shall modify the terms of this RFP. Any addenda issued for this RFP will be published at the following website address: www.flyxna.com/public-notice-procurements. Proposers are responsible for checking the website prior to submission of proposals for any addenda and responses to questions. If you are unable to download the addenda, you may contact the Authority's contact noted in this Section.

Any entity that has previously expressed interest in the project or which the Authority has identified as a potential proposer.

SECTION 2:
AIRPORT AND REGIONAL INFORMATION

A. AIRPORT OVERVIEW.

XNA currently is the second largest commercial service airport by enplanements in the State of Arkansas. The Airport opened for commercial service on November 1, 1998. In 1999, XNA had a total of just over 367,157 enplanements. In 2011, XNA opened a new concourse (Concourse A), which currently houses 12 gates. By 2018, XNA's enplanements had grown to over 788,000, an increase of 9% over 2017. In 2019, enplanements increased 17% to 922,533. Although XNA's enplanements followed the national and global decline during the COVID-19 pandemic, 2022 enplanements were 836,195, and 2023 enplanements were a record 991,486. Although official numbers were not available as of the release of this RFP, preliminary indications are that enplanements for 2024 will exceed 1.1 million.

Federal Aviation Authority officials believe that within the next seven years XNA will be the largest commercial services airport by enplanements in the State of Arkansas; current enplanement numbers, however, suggest that it could be sooner. Approximately 1,000 people work on the XNA campus, with approximately 80 people being employed directly by the Authority.

Historically, XNA's customer base has been predominately made up of business travelers in support of Walmart, Tyson, J.B. Hunt, the University of Arkansas, and other companies in the Northwest Arkansas area. The COVID-19 pandemic ushered in a surge of leisure travelers, and the airlines have responded, adding new service and routes. Currently, XNA has six airlines (American, United, Delta, Allegiant, Frontier, and Breeze) serving 26 nonstop destinations (as of), including service to Dallas/Ft. Worth (DFW), Chicago O'Hare (ORD), Atlanta (ATL), New York LaGuardia (LGA), Washington D.C. (DCA), Denver (DEN), Tampa (TPA), St. Petersburg (PIE), Orlando (MCO), Phoenix (PHX), and Charlotte (CLT). Recent and upcoming route additions include Detroit (DTW), Philadelphia (PHL), Salt Lake City (SLC)(starting February 2025) and Gulf Shores (JKA)(starting May 2025).

B. REGIONAL INFORMATION.

Northwest Arkansas is a fast-growing metropolitan area that is home to more than 550,000 people. In addition to being home to the University of Arkansas, Northwest Arkansas is the corporate headquarters of three Fortune 500 companies: Walmart (#1), Tyson Foods (#80) and J.B. Hunt Transport Services (#280). Hundreds of Walmart supplier offices have been established in the region, meaning thousands of employees for Procter & Gamble, Colgate-Palmolive, General Mills, Kraft Heinz, Coca-Cola, Mondelez International, Johnson & Johnson, Nestle USA, and other companies rely on XNA to conduct business worldwide.

Leisure travelers use XNA to access the region’s increasing number of quality-of-life amenities. Crystal Bridges Museum of American Art, The Momentary, the Walmart AMP outdoor concert venue, and the region’s recognition as the mountain bike capital of the world are among dozens of reasons Northwest Arkansas is an attractive place to visit.

C. PARKING FACILITIES.

1. Public Parking Description. The current Facilities include a toll plaza, as well as the following surface parking lots:

DESCRIPTION	SPACES	ENTRY LANES	EXIT LANES
Economy Lot	1,942	2	6
Long-Term Lot	1,069	2	6
Short-Term Lot	237	2	6
Parking Deck	1,123	2	6
TOTAL PUBLIC SPACES	4,371		

A map depicting these lots and the location of the toll plaza is attached hereto as Exhibit A.

- a. The Economy Parking Lot is controlled by two entrance gates that each include automatic ticket dispensers and barrier gate arms. The booth exits consist of unmanned Ticket In Credit Card Out (TICO) lanes.
 - b. The Long-Term Parking Lot is controlled by two entrance gates, each including automatic ticket dispensers and barrier gates. There is also one proximity-activated exit gate allowing short term traffic to enter long term to exit through the toll plaza.
 - c. The Short-Term Parking Lot consists of two entrance gates, each including automatic ticket dispensers and barrier gates.
 - d. The Parking Deck consists of two entrance gates, each including automatic ticket dispensers and barrier gates. Public parking spaces are located on levels 1-4 of the deck.
 - e. In addition to the above, the Facility includes an Employee Parking Lot consists of 348 spaces and is controlled by one entrance/exit barrier gate consisting of an AVI card reader.
2. Airport Parking Rates. The current rates charged to users of the Facilities are set forth Exhibit B hereto. The Authority will retain the discretion to adjust parking rates based on upon its business and operational needs.

3. Parking Equipment. The Facilities also include certain equipment items. A list of parking equipment by location is attached hereto as Exhibit C. The equipment items may be expanded, reduced, or updated from time to time during the term of the Agreement.
4. Office Facilities and Storage. The existing operator uses the second toll booth at the toll plaza as office space. A restroom and storage space is available for use by the Operator’s personnel in the toll booth. The Operator will have use of these facilities as needed for operations.
5. Additional Facilities/Services. The Authority reserves the right to establish, at any time, additional parking lots, parking services/options, valet parking services, shuttle bus services, new revenue and access control solutions, or any other services that may benefit the Airport. To the extent that these additional services and solutions are outside the scope of the Agreement, the cost of managing these additional services and solutions will be negotiated.
6. Gross Receipts. The gross receipts reported by the current operator and manager of the Facilities are as follows:

Contract Year	Gross Receipts
2022	\$ 8,431,166.02
2023	\$ 12,093,724.33
2024 (Jan.-Oct.)	\$ 11,829,693.98

7. Historical Enplanements and Deplanements. A detailed description of enplanements and deplanements since 2018 is set out in Exhibit D.

**SECTION 3:
PROJECT INFORMATION**

A. SCOPE OF WORK.

The Operator will operate and manage the Facilities and related equipment on behalf of the Authority. The Operator shall be required to operate and manage the Facilities 24 hours per day, seven days per week (including weekends and holidays), with sufficient personnel to ensure an effective, efficient, courteous, and convenient parking operation for visitors to and users of the Airport.

The Operator shall operate each Facility and provide all services that are required under this RFP, its Proposal, and the completed Agreement with Authority, including, without limitation, the following:

- Collecting parking fees and charges established by the Authority;
- Providing a monthly accounting of all expenses to Authority and providing daily copies of all deposits made to Authority's designated bank account(s);
- The Operator shall be responsible for and shall abide by all ordinances and laws pertaining to the operation of the Facilities and shall obtain all required licenses and permits and satisfy any other technical requirements at its own expense.
- Authority may make periodic and routine inspection of the Facilities and the equipment therein to determine whether the Operator is in compliance with the Operator's obligations regarding the Facilities;
- Keeping all areas of the Facilities safe, clean and orderly at all times and in strict accordance with applicable laws, including, without limitation, the rules and regulations of the Authority;
- Removing improperly parked or abandoned vehicles from all Facilities;
- Completing a nightly license plate inventory of all vehicles parking on the Facilities;
- Providing free emergency public services, including, without limitation, a portable charging unit for jump-starting of vehicles, distribution of ice scrappers, collection of courtesy umbrellas and car-search assistance in parking areas designated by the Authority;
- Maintaining equipment and facilities as prescribed in the Agreement;
- The operation and maintenance of the revenue control system;
- Receiving, reporting, tracking and responding to all complaints and all claims made for losses, damage or injuries on the Facilities in a manner satisfactory to the Authority;

- Performing mandatory criminal background checks on all potential employees prior to employment; and
- Performing snow and ice removal including application of de-icing materials acceptable to the Authority.

The Operator shall accept the Facilities in their present condition, as-is, where-is, and with all faults, and shall be responsible for any interior modifications as it deems necessary; provided, however, that the Operator must first obtain the Authority's written approval of any alteration of any physical facility or the installation of replacement or additional equipment. The Authority shall have the right to require that any practices inconsistent with this RFP, the Operator's Proposal, or the Agreement be discontinued or remedied immediately. Failure of the Operator to take appropriate action after notification from Authority may result in termination of the Agreement.

B. GENERAL OPERATOR REQUIREMENTS.

1. Knowledge of the Airport. Employees of the Operator are expected to be able to assist Airport patrons with way-finding in the vicinity of the Airport.
2. Cleaning and Snow Removal. In order to maintain the Facilities in a neat, orderly, and safe condition, the Operator shall be solely responsible for the pick up and removal of trash from the Facilities, and shall additionally be responsible for the prompt removal of snow and ice from the Facilities. The Operator may self-perform or contract for the removal of snow, ice, or other frozen precipitation from the Facilities. Daily custodial services inside the toll plaza facilities shall be the Operator's sole responsibility.
3. Inspection. The Operator shall make the Facilities available to the Authority for inspection by the Authority's authorized personnel at all times.
4. Subcontracts. The Authority must approve all subcontracts prior to the execution thereof by the Operator. In addition, the Operator may not assign, delegate, transfer or convey to any person or entity the right to operate the Facilities without the Authority's prior written approval.
5. Airport Modifications. The Authority shall have the right, at any time and from time to time prior to and during the term of the Agreement, in the interest of the safe and efficient operation of the Airport, to close, move or alter any roadway, Facility, vehicular entrance or exit or common corridor, passageway, walkway or other common areas in the terminal, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators or escalators, or to restrict or change the traffic on or through any portion thereof. The Operator shall not have any claim against the Authority for such action, nor shall such action by the Authority release the Operator from any of its obligations under the Agreement.
6. Operator's Property. The Operator shall be solely responsible for security measures required to protect its area, equipment, materials and receipts.

7. Uniforms and Identification. The Operator's employees shall always wear neat and clean attire. All such attire as outlined in the Agreement shall be subject to the Authority's approval. The Operator's employees shall always wear identification badges provided by the Operator.
8. Repairs and Maintenance. The Operator shall be responsible for the loading of tickets, the clearing of ticket jams and adjustments to ticket dispensers and gate arms to ensure the continuous and efficient operation of the computerized revenue control systems of the Facilities. The Operator shall be responsible for preventive maintenance and repair of all equipment within the Facilities. No alterations or additions shall be made to the Facilities or the equipment located thereon without the Authority's prior written approval. The Operator shall be responsible for entering employee parking pass information into the system and purchasing tickets, access cards, and other supplies as needed and coordinated with the Operator.
9. Compliance with Law. The Operator shall be required to comply with all federal, state, and local laws, rules, and regulations, as well as all ordinances and resolutions enacted or passed by the Authority.

C. TERM AND FINANCIAL CONSIDERATIONS.

1. Term. The initial term of the Agreement shall be for three years. The Authority anticipates that the Agreement will have two one-year renewal options.
2. Management Fee. Proposals should include a proposed management fee to be paid by the Authority to the Operator each month for the management, operation, and administration of the Facilities. It is anticipated that this fee will be paid monthly by the Authority. If a proposer anticipates incurring any expenses in the operation of the Facilities that it believes should be reimbursed by the Authority, these should be clearly defined in addition to the management fee.

D. AIRPORT SECURITY REQUIREMENTS.

The Operator must agree to observe all security requirements of the Transportation Security Administration (TSA), 49 C.F.R. Parts 1540 and 1542, and the Airport Security Plan, and to take such steps as may be necessary or directed by Authority to ensure that its operations and that of its subcontractors, material suppliers, employees, invitees and guests observe these requirements. If Authority incurs any fines and/or penalties imposed by the TSA or any expense in enforcing the regulations of the TSA and/or the Airport Security Plan as a result of the acts or omissions of the Operator or any of its subcontractors, material suppliers, employees, invitees or guests, the Operator shall agree to pay and/or reimburse Authority for such fines and/or penalties.

E. MISCELLANEOUS REQUIREMENTS.

In addition to other requirements and terms described elsewhere in this RFP, and in addition to other negotiated terms in the Agreement, the following will apply:

1. ACBDE Requirements.

- a. 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. An ACDBE goal of 12%, as measured by total estimated annual gross revenues, has been established. The successful proposer shall be required to take all necessary and reasonable steps to achieve this goal.
- b. Upon the Authority's written approval, which may be withheld in the Authority's sole discretion, 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 successful proposer qualifies as an ACDBE, the goal shall be deemed to have been met.
- c. If the successful proposer will be unable to achieve the ACDBE goal stated herein, 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 a ACDBE firm.

2. Insurance and Indemnification. The successful proposer will be required to meet the insurance requirements established by the Authority during the negotiation of the Agreement with the successful proposer. For reference, the Authority's minimum insurance requirements are:

- a. Comprehensive commercial general liability with a limit of not less than \$1,000,000.00 per occurrence and no less than \$2,000,000.00 aggregate for bodily injury, including death resulting therefrom, personal injury, property damage and advertising injury;
- b. Business automobile liability with a limit of not less than \$1,000,000.00 per occurrence and no less than \$2,000,000.00 aggregate;
- c. Statutory workers compensation and employer's liability insurance with limits not less than \$1,000,000.00 for each sub-category of coverage; and
- d. Umbrella or excess liability coverage with a minimum limit of \$1,000,000.00 each occurrence and \$2,000,000.00 in the annual aggregate with coverage extending over primary commercial general liability, business automobile liability, and employer's liability.

It is anticipated that the coverage requirements for general liability insurance and umbrella/excess liability will be greater than the Authority's above-stated minimum coverage amounts.

F. EVALUATION AND CRITERIA.

Proposals received in response to this RFP will be evaluated by Authority staff members. Staff will use the evaluation criteria summarized below, and may utilize any information or other criteria they deem necessary as submitted by proposers.

1. Experience and Financial Responsibility (25%). The proposer's number of years and relevancy of experience in the industry; financial performance with regard to existing facilities; industry achievements (national recognition from industry organizations and local and regional recognition); and references on past and existing performance at airports.
2. Management Fee (30%). The amount of the Management Fee proposed, together with the potential amount associated with reimbursable expenses.
3. Quality of Proposal and Customer Service (15%). The overall quality and innovativeness of the proposal (and potential presentation) and its responsiveness to the Authority's needs, including operational, management techniques, the proposer's practices and procedures relating to safety and customer queries, complaints and services.
4. Management and Operating Plans (25%). The demonstrated ability of the proposer to manage the Facilities; the terms of the proposer's management plan relating to the experience and qualifications of staff, including on-site staff; hourly rates paid to employees and benefits provided; staffing practices, staffing levels and employee training programs; methods to monitor customer service; and inventory and cash control, sales reporting and revenue procedures. The soundness of proposed operating budget for the first year of operation and acceptability of the submitted transition plan. This also includes the operating plans for a proposed valet service and other enhancements suggested by proposer.
5. ACDBE Participation (3%). The proposed ACDBE participation rate.

SECTION 4:
PROPOSAL CONTENT AND INSTRUCTIONS

Proposals shall be divided into the following four sections:

1. Cover Letter;
2. Executive Summary;
3. Operation and Management Plan;
4. Experience and Qualifications.

Each proposer shall submit one hard-copy original proposal, bound in a three-ring binder or comparable presentation. Additionally, each proposer shall submit a digital copy of the proposal on a USB flash drive, along with an executed copy of the certification form set out in Exhibit E hereto. Page sizes must be 8½" by 11"; provided, however, that drawings, renderings, or other similar material that would benefit from a larger page size may be on a page size of 11" by 17", folded to 8½" by 11".

A. COVER LETTER.

Each proposer must submit a cover letter generally introducing the proposal, and identifying (a) the proposer's name, legal form, date of formation, information relating to the proposer's size and history, along with biographical information of the proposer's principal officers; and (b) complete contact information for the proposer's authorized representative. The cover letter must be signed by an authorized representative of the proposer.

B. EXECUTIVE SUMMARY.

No longer than one single-spaced page in length, the Executive Summary should succinctly describe the proposer's management and operations plan, summarize any proposed technological innovations and/or upgrades for the Facilities, and such other information which the proposer deems significant to the reader's general understanding of the proposal.

C. OPERATION AND MANAGEMENT PLAN.

This section should contain all pertinent information regarding the proposal, and must be sufficient to enable the Authority to evaluate how the plan will achieve the goal of providing

high-quality, customer-focused parking operations at the Airport's Facilities. At a minimum, this section must contain the following:

1. Operational Plans, Policies and Procedures. Describe in detail how a proposer plans to operate and manage the facilities on a day-to-day basis. This section should describe a proposer's general management policies, operating procedures, and any plans or proposals to improve and modernize the operation and management of the Facilities with the goal of maximizing operational efficiency and financial gain. Preferential consideration will be given to proposals that seek to modernize the Facilities and their operation.
2. Staffing and Scheduling Plan. Divided into separate sections for management and non-management employees, present a staffing plan that shows by shift the number of personnel proposed to be scheduled in the daily management and operation of the Facilities. Staffing plans should describe hiring practices, qualifications, and compensation. The successful proposer will require sufficient experience and temperament of its management staff. If possible, provide an organizational chart for staffing the operation and management of the Facilities.
3. Custodial and Facilities Maintenance. Describe the procedures and schedules for all custodial services, facilities maintenance and repair, and snow/ice removal.
4. Transition. Describe how the proposer will transition from the current operator.

D. FINANCIAL OPERATIONS.

Each proposal shall describe internal financial activities related to the proposed operation and management of the Facilities, to specifically include the following:

1. A detailed description of the proposer's internal financial controls and auditing procedures.
2. The amount of the proposed Management Fee and the basis on which it was determined.
3. A description of items and associated costs that the proposer would consider an item to be reimbursed by the Authority.
4. A detailed proposed annual budget for the first 12 months of operation.

Proposers are free to include other financial metrics that would be relevant to an understanding of the financial viability of the proposal. However, the foregoing factors are required.

E. EXPERIENCE AND QUALIFICATIONS.

Each proposal shall contain a section that fully and fairly describes a proposer's experience and qualifications to manage and operate the Facilities, along with information demonstrating the proposer's financial viability, to specifically include the following:

1. The number of years in business.
2. Full audited financial statements for 2022 and 2023, which must be prepared in accordance with generally accepted accounting principles. Proposals must be supplemented to provide financial statements for 2024 when available. The Authority may request additional financial information in order to evaluate a proposer's financial qualifications.
3. A detailed description of any experience in operating and/or managing public paid parking facilities within the last 10 years, to include the names and locations of such facilities, the inclusive dates of operation at such facilities, and the annual gross revenue of parking operations managed at each facility.
4. A contact name and contact information for each place identified in the previous paragraph 3.
5. DUNS number, if applicable.
6. The experience of the management team members that will be responsible for the proposer's operations at the Airport;
7. A description of any litigation pertaining to the proposer's performance of any obligations identical or similar in nature to those sought to be obtained by this proposal in which the proposer was a named party.

**SECTION 5:
MISCELLANEOUS NOTICES AND INFORMATION**

A. TITLE VI SOLICITATION NOTICE.

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

B. OPEN RECORDS AND CONFIDENTIALITY.

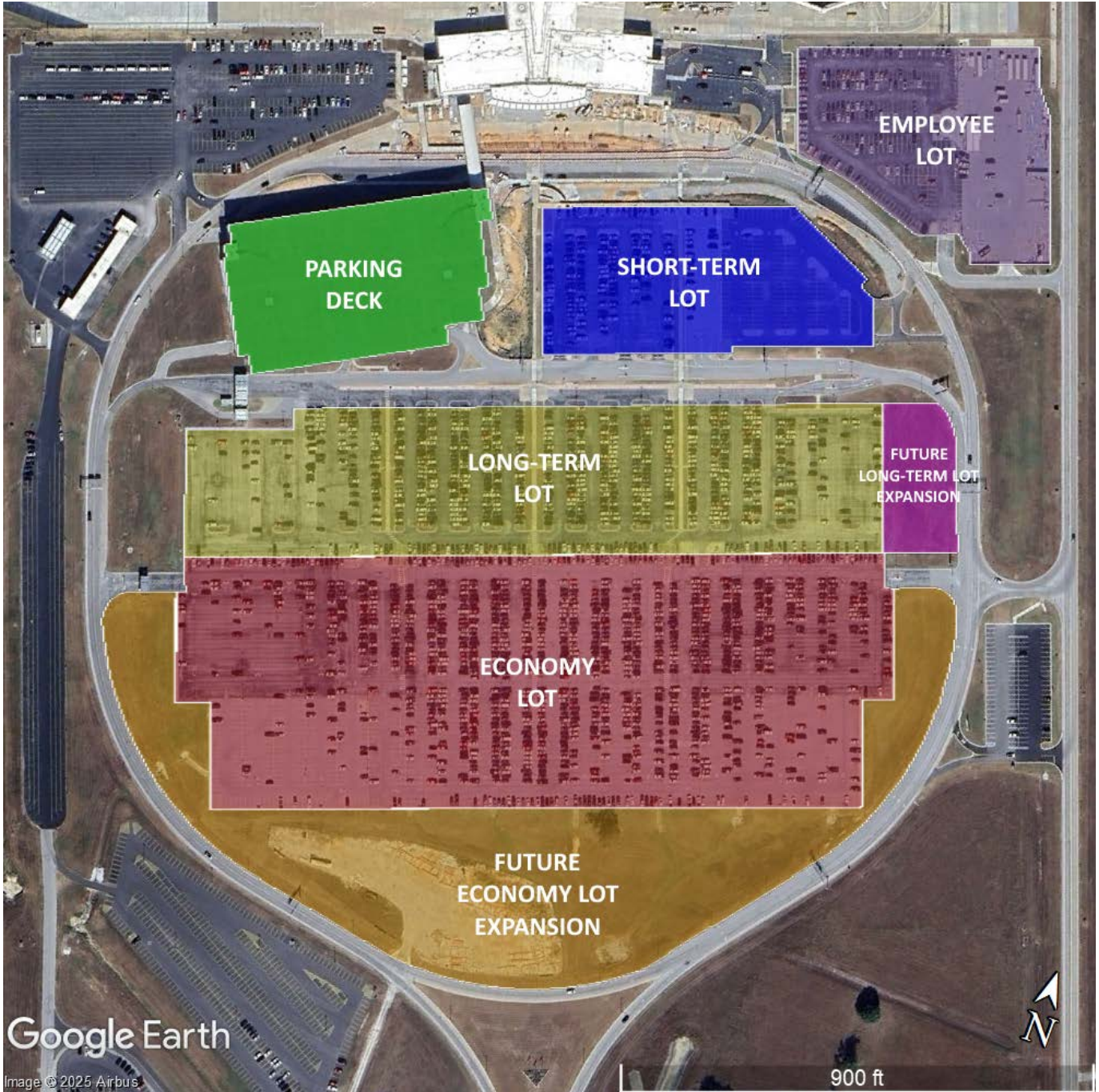
The Authority is a public corporation and is subject to the Arkansas Freedom of Information Act ("FOIA"), and upon receipt of a valid request made under FOIA, the Authority may be required to disclose copies of proposals submitted in response to this RFP. The Authority shall promptly notify a proposer if it receives a request under FOIA that would require it to produce financial information relating to a proposer or its proposal, and shall timely assert, for itself or on behalf of a proposer, any exemption to FOIA the Authority believe may apply to prevent or limit disclosure of such financial information. However, in the event the Authority believes no exemption applies, or if a requesting party pursues or threatens to pursue a lawsuit to enforce its request over any exemption asserted on a proposer's behalf, proposers are hereby notified that the Authority will comply with FOIA and a proposer may, at its expense, assert or defend on its own behalf any FOIA exemption it believes applies to the requested documents.

C. MANDATORY FEDERAL PROVISIONS.

Certain provisions mandated by federal law apply to this procurement and are attached hereto as Exhibit F and are incorporated herein by reference.

EXHIBIT A

Map of Facilities



EMPLOYEE LOT

PARKING DECK

SHORT-TERM LOT

LONG-TERM LOT

FUTURE LONG-TERM LOT EXPANSION

ECONOMY LOT

FUTURE ECONOMY LOT EXPANSION

Google Earth

Image © 2025 Airbus

900 ft



EXHIBIT B

Rates by Parking Lot

Short-Term Lot	Duration	Rate
	0-60 minutes	No Charge
	1-2 hours	\$ 4.00
	2-3 hours	\$ 6.00
	3-4 hours	\$ 8.00
	4-12 hours	\$ 16.00
	12-24 hours	\$ 24.00
	Additional 0-24 hours	\$ 24.00
	Disabled Parking/Day	\$ 8.00
Long-Term Lot	Duration	Rate
	0-60 minutes	No Charge
	1-2 hours	\$ 4.00
	2-3 hours	\$ 6.00
	3-4 hours	\$ 8.00
	4-12 hours	\$ 10.00
	12-24 hours	\$ 12.00
	Additional 0-24 hours	\$ 12.00
	Premium Reserved/Day	\$ 14.00
Economy Lot	Duration	Rate
	0-60 minutes	No Charge
	1-2 hours	\$ 4.00
	2-3 hours	\$ 6.00
	3-24 hours	\$ 8.00
	Additional 0-24 hours	\$ 8.00
	Premium Reserved/Day	\$ 10.00
ParkingDeck	Duration	Rate
	0-60 minutes	No Charge
	1-2 hours	\$ 4.00
	2-3 hours	\$ 6.00
	3-4 hours	\$ 8.00
	4-12 hours	\$ 18.00
	12-24 hours	\$ 18.00
	Additional 0-24 hours	\$ 18.00
	Premium Reserved/Day	\$ 22.00
	Disabled Parking/Day	\$ 18.00

EXHIBIT C

Parking Equipment By Lot Location

Location	Equipment	Qty.	Manufacturer	Year Installed
Short Term Lot				
	Ticket Spitter	2	DataPark	December 2017
	Entrance Gate	2	DataPark	December 2017
	Cross Over Exit gate	1	DataPark	August 2018
Parking Deck				
	Ticket Spitter	2	DataPark	August 2018
	Entrance Gate	2	DataPark	August 2018
	1st floor Gates	3	Magnetic	2012
Long Term Lot				
	Ticket Spitter	2	DataPark	August 2018
	Entrance Gate	2	DataPark	August 2018
	Nesting Unit to Economy Lot	1	DataPark	December 2015
	Nesting Gate to Economy Lot	1	Magnetic	2012
Economy				
	Ticket Spitter	2	DataPark	December 2015
	Entrance Gate	2	Magnetic	2012
	Nesting Unit to Long Term Lot	1	DataPark	December 2015
	Nesting Gate To Long Term Lot	1	Magnetic	2012
Employee Lot				
	Entrance Gate	1	Magnetic	2012
	Exit Gate	1	Magnetic	2012
	AVI Reader	2	DataPark	December 2015
Contract Lot				
	Entrance Gate	1	Magnetic	2012
	Exit Gate	1	Magnetic	2012
	AVI Reader	2	DataPark	December 2015
Main Exit Plaza				
	Fee Computer	2	DataPark	December 2015
	TICO Unit	1	DataPark	December 2015
	TICO Unit	1	DataPark	August 2018
	Exit Gate (Exit Booth)	1	Magnetic	2012
	Exit Gate (Exit Booth)	1	DataPark	February 2019
	Exit Gate (TICO Unit)	1	Magnetic	Before 2012
	Exit Gate (TICO Unit)	1	DataPark	August 2018
Economy Exit Plaza				
	TICO Unit	2	DataPark	December 2015
	Exit Gate	2	Magnetic	Before 2012

EXHIBIT D

Detailed Enplanement and
Deplanement Data 2018-Current

		2018	2019	2020	2021	2022	2023	2024
January	Enplane	52,332	56,615	67,306	21,838	48,748	62,354	70,716
	Deplane	52,397	57,276	68,402	23,722	52,499	63,427	68,295
February	Enplane	51,345	58,400	67,144	22,022	48,942	63,658	75,011
	Deplane	52,609	59,705	67,591	21,079	50,727	64,185	74,854
March	Enplane	61,090	70,463	33,792	34,139	63,695	80,742	81,940
	Deplane	61,884	74,511	36,760	34,544	63,664	79,845	86,369
April	Enplane	63,498	71,557	3,151	41,261	67,401	78,155	89,524
	Deplane	62,824	71,162	3,340	40,728	69,894	77,525	88,619
May	Enplane	69,614	85,892	8,739	53,040	83,224	90,403	99,357
	Deplane	69,133	82,311	8,262	51,040	86,676	91,583	96,808
June	Enplane	78,912	91,305	16,635	58,050	83,072	97,842	108,777
	Deplane	74,620	90,357	16,279	56,625	80,924	95,453	108,258
July	Enplane	72,678	91,222	25,739	66,324	79,206	93,860	108,822
	Deplane	74,587	88,699	24,607	67,371	79,699	94,720	109,601
August	Enplane	68,929	79,582	25,068	55,687	70,444	84,904	99,964
	Deplane	71,752	82,519	26,130	57,852	74,129	87,231	101,315
September	Enplane	64,685	77,060	25,453	61,364	72,521	84,824	101,840
	Deplane	64,219	76,911	24,951	60,699	72,646	84,739	103,540
October	Enplane	74,883	86,554	31,730	73,369	78,892	90,115	110,456
	Deplane	73,486	86,377	31,481	73,478	78,237	90,330	110,604
November	Enplane	68,917	76,199	28,801	68,312	71,920	85,522	99,564
	Deplane	67,444	75,577	28,512	63,478	71,049	84,894	98,544
December	Enplane	61,378	77,684	26,575	66,536	68,130	79,110	-
	Deplane	61,394	78,436	24,659	61,770	66,012	77,445	-
TOTALS	Enplane	788,261	922,533	360,133	621,942	836,195	991,489	1,045,971
	Deplane	786,349	923,841	360,974	612,386	846,156	991,377	1,046,807
		1,574,610	1,846,374	721,107	1,234,328	1,682,351	1,982,866	2,092,778

EXHIBIT E

Virus-Free Certification

COMPUTER VIRUS AND MALWARE CERTIFICATION

Proposer Name: _____

I hereby certify that the proposal submitted on the USB flash drive accompanying this certification was scanned for computer viruses and malware using software that is commercially reasonable for such purpose, and that said flash drive is free of computer viruses and malware at the time of its delivery to XNA. I further certify that to the best of my knowledge any hyperlinks contained in the proposal may be safely accessed as of the date of this certification.

Signature of Authorized Representative

Date

Print name: _____

Print title: _____

EXHIBIT F

Mandatory Federal Provisions

MANDATORY FEDERAL REQUIREMENTS

The following provisions, if applicable, shall be part of this procurement and will be included to the extent required in any contract with a submitting party.

All references made herein to “Contractor”, “Prime Contractor”, “Bidder”, and “Offeror” shall pertain to the submitting party.

All references made herein to “Subcontractor”, “Sub-Tier Contractor” or “Lower Tier Contractor” shall pertain to any subconsultant under contract with the submitting party.

All references made herein to “Sponsor” and “Owner” shall mean the Northwest Arkansas Regional Airport Authority.

All references made herein to “this contract” shall include this RFQ and any contract that results from it between the Authority and the successful submitting party.

1. Disadvantaged Business Enterprises (Reference: 49 CFR Part 26)

- a. Solicitation Language (Race/Gender Neutral Means). The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Authority encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
 - b. Contractor Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of any contract with the Authority. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements will be considered a material breach of any contract with the Authority, which may result in the termination or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - i. Withholding monthly progress payments;
 - ii. Assessing sanctions;
 - iii. Liquidated damages; and/or
 - iv. Disqualifying the Contractor from future bidding as non-responsible.
2. **Fair Labor Standards Act**. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

3. Foreign Trade Restriction.

- a. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:
 - i. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
 - ii. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
 - iii. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

- b. The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- c. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:
 - i. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
 - ii. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
 - iii. who incorporates in the public works project any product of a foreign country on such USTR list.

- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - e. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.
 - f. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.
4. **Incorporated by Reference.** The following five Federal provisions are incorporated in this RFQ by reference:
- a. Buy American Preference (49 USC § 50101, Executive Order 14005, and Bipartisan Infrastructure Law (Pub. L. No. 117-58, Build America, Buy America (BABA)));
 - b. Davis-Bacon Requirements (2 CFR § 200, Appx. II(D), 29 CFR Part 5, 49 USC § 47112(b), and 40 USC §§ 3141-3144, 3146 and 3147);
 - c. Debarment and Suspension (2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appx. II(H), 2 CFR Part 1200, DOT Order 4200.5, and Executive Orders 12549 and 12689);
 - d. Lobbying and Influencing Federal Employees (31 USC § 1352—Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appx. II(I), and 49 CFR Part 20, Appx. A); and
 - e. Procurement of Recovered Materials (2 CFR § 200.322, 2 CFR Par 200, Appx. II(J), 40 CFR Part 247, and 42 USC § 6901 *et seq.* (Resource Conservation and Recovery Act)).