

## **FORT SMITH REGIONAL AIRPORT**

### **REQUEST FOR PROPOSALS – RESTAURANT OPERATOR**

#### **SCOPE OF SERVICES AND PROPOSAL INSTRUCTIONS**

**October 18, 2011**

Fort Smith Airport Commission (“Commission”) is seeking Proposals from qualified parties (“Proposer”) interested in operating the restaurant facilities in the airline terminal building to serve the traveling public, employees, and visitors at the Fort Smith Regional Airport (“Airport”).

The restaurant operation includes a restaurant area, a vending area in the main lobby and vending within the secured lobby area.

Consideration will be given to Minority-Owned, Woman-Owned Businesses, and Small Businesses that are and will be certified as ACDBE by the State of Arkansas, and such businesses are encouraged to submit proposals.

This package is an invitation for you to submit a proposal on this business opportunity.

#### **Airport Information**

The Airport terminal handles annually approximately 85,000 departing passengers and 85,000 arriving passengers plus an estimated 200,000 family members either meeting or dropping off passengers. Employees of the Airport, airlines, TSA, and car rental agencies work within the terminal building. The Airport is served by two airlines, American and Delta. Currently there are 7 airline arrivals and 7 airline departures each day for a total of 14 operations. The terminal building and the restaurant were constructed in 2002.

#### **General Scope of Required Services**

Overall Proposer will manage and operate in Proposer’s name, the restaurant operations for the purpose of selling to the public food, beverage, magazines, and merchandise items. Such merchandise and locations, and types of said machines are subject to the Airport’s approval. Restaurant may be staffed or self-serve subject to negotiations with the airport. Staffed restaurant is preferred and may be given preferential consideration.

a) The restaurant operations include:

- 1) Restaurant area ±1,250 s.f. in the main terminal. (See Exhibit 1)
- 2) A vending machine area in the main lobby and secured lobby. (See Exhibit 1)

b) Normal Hours

- 1) Restaurant must be in operation from one hour before the first scheduled airline takeoff until the last scheduled airline departure, seven days a week. Hours for staffing will be negotiated with the airport.

- 2) All changes in the normal hours of operation must be approved in writing by the Airport Director.
- c) Proposer shall be required to keep any self-service equipment and vending machines fully stocked with fresh product.
- d) Proposer shall be required to obtain a liquor license (beer and wine) from the State of Arkansas and be ready to sell alcohol within ninety (90) days from Notice of Award, provided restaurant is appropriately staffed.
- e) Proposer and employees will be required to submit to and pass a criminal background check that includes fingerprinting and Transportation Security Administration (TSA) background assessments.
- f) Proposer's employees will wear a uniform shirt with a logo identifying the individual as an employee of the Proposer. The uniform shirt and logo are at Proposer's expense and in good taste as determined by the Airport.
- g) Proposer will ensure that employees provide good customer service to all patrons.
- h) Proposer will abide by all applicable health and safety requirements as governed by local, state and/or federal regulatory bodies.
- i) Proposer will provide equipment so that patrons can make purchases with cash or credit/debit card.
- j) Proposer will provide access to change needed for use in any self-service equipment and vending machines within the restaurant area.

### **Facilities and Equipment Provided to the Proposer**

The Airport will provide the following facilities and equipment for use by the Proposer during the term of the agreement and same will be returned to the Airport at the end of the agreement in the same condition as at the time of entering into the agreement with reasonable wear and tear.

- a) Facilities:
  - 1) Restaurant area ±1,250 s.f., located in the main terminal lobby. The kitchen is designed for quick preparation foods and does not include grills or fryers or vent hoods.
  - 2) A vending machine area in the main lobby and secured lobby. Proposer will arrange for vending machines.
- b) Fixtures and Equipment: The Airport will provide for use by the Proposer the equipment, fixtures, and articles listed on Exhibit 2.
- c) Repair and Replacement of Equipment: The Proposer shall provide for repair and replacement, as needed, for equipment provided by the Airport. These items shall be maintained at a level that ensures a high standard of uninterrupted service.
- d) Service Access: The Proposer will be given access to the Airport Terminal Building entrances consistent with Airport security limitations for the purpose of deliveries.

### **Services Provided to the Proposer**

- a) Utilities: The Airport will provide the following necessary utilities for the restaurant: electricity, heat, air conditioning, and hot and cold running water. The Airport will not guarantee the uninterrupted provision of the above utilities and service except to ensure that reasonable and diligent efforts will be pursued in restoring the interrupted service. The Airport will not be liable for product or revenue loss that may result from the interruptions or failure of the above services. Utilities will not include telephone line charges for either telephonic communication or processing credit card transactions.
- b) Lighting: The Airport will provide all illumination for restaurant facilities, to include replacing light bulbs for lighting fixtures. This DOES NOT include light bulb or lamps required in equipment. If the Proposer installs new lighting to achieve a desired look, that lighting shall be the responsibility of the Proposer unless otherwise agreed to by the Airport. Such Lighting must be approved in advance by the Airport Director.
- c) Maintenance: The Airport will make all repairs in the food service areas with respect to all the facilities and fixtures owned by the Airport. This DOES NOT include equipment. The Proposer must take steps to ensure routine maintenance and cleaning of fixtures, facilities, and equipment. Inspection of those systems will be part of the Airport's quality control review process.

### **Services Not Provided to the Proposer**

- a) The Proposer shall make all telephone and line installations as required, at its own expense. Existing telephone lines required for the operation of existing credit card processing equipment shall remain in place and the accounts taken over by the Proposer. These lines and the related costs will then become the responsibility of the Proposer.
- b) The Proposer shall be responsible for all repairs and replacement of equipment and items owned by the Proposer.

### **Customer Service**

Customer Service is of the uppermost importance to the Airport. The Proposer will ensure good customer service is provided to patrons of the Airport.

### **Cleaning**

The Proposer is responsible for all cleaning and housekeeping of the restaurant and vending areas.

### **Rental**

Proposer shall pay as rental for the facilities a percentage of gross receipts which shall be presented with the proposal. Gross Receipts shall mean the gross revenue generated by the restaurant and vending areas operated by the Proposer at the airport including gross revenue from beverage vendors which are under the direction and control of the Proposer.

## **Term**

The term of the contract shall be for a minimum of three years with subsequent extensions at the discretion of the Airport.

## **Insurance**

The Proposer shall provide the following insurance coverage, which will name the airport as additional insured:

- a) Public liability and property damage insurance in comprehensive form, including but not limited to, general liability, broad form property damage with replacement value form, personal injury, and any excess liability in umbrella form with such coverage and limits as reasonably may be required by the Lessor from time to time, but in no event for less than the sum of One Million Dollars (\$1,000,000.00) combined single limit.
- b) Workers Compensation as required by the State of Arkansas.

## **Minority and Woman Owned Businesses and such business Certified as ACDBE by the State of Arkansas Participation**

Consideration will be given to Minority-Owned, Woman-Owned Businesses, and Small Businesses that are and will be certified as ACDBE by the State of Arkansas, and such businesses are encouraged to submit proposals.

The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of the Fort Smith Regional Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this concession will be conditioned upon satisfying the requirements of this proposal specification. These requirements apply to all concessions firms and suppliers, including those who qualify as an ACDBE. A 4.4% ACDBE concession specific goal has been established for this concession. The concession firm shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 to meet the concession specific goal for ACDBE participation in the performance of this concession. For informational purposes Appendix A, 49 CFR Part 26 is provided in Attachment A.

Proposer will be required to submit the following information:

1. The names and addresses of ACDBE firms or ACDBE suppliers of goods and services that will participate in the concession.
2. A description of the work that each ACDBE will perform.
3. The dollar amount of the participation of each ACDBE firm/supplier participating.
4. Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal.
5. Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment.
6. If the contract goal is not met evidence of good faith efforts.

This information will be provided in Forms 1 & 2 for Demonstration of Good Faith Efforts that are provided as Attachment B.

The following are requirements of concessionaires doing business with the Fort Smith Regional Airport. As such, the following wording will be included in all concession agreements with the Fort Smith Regional Airport.

1. "This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.";
2. "Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements;" and
3. "Concessionaire agrees to submit records of ACDBE Participation annually and maintain such records for three years."

### **Proposal Instructions to Respondents**

Each Proposer must complete the attached Proposal Packet in a concise, yet responsive, manner. Please provide the Airport with three (3) copies of the firm's proposal in a sealed envelope, marked "Restaurant Operator Proposal", addressed to the Fort Smith Regional Airport at 6700 McKennon Blvd., Ste 200, Fort Smith, AR 72903 no later than 2:00 p.m. CST, November 10, 2011.

### **Proposed Schedule**

The following tentative schedule has been established for the awarding of a contract for auditing services and the completion of work there under:

Advertisement for Proposals	October 18, 2011
Close Date for RFP Submission	November 10, 2011
Proposal Review and Interviews	November 15-18, 2011
Award of Contract	December 2011
Proposed operations start date	by January 1, 2011
-Operations start date is subject to negotiations between Airport and Proposer.	

### **Selection Procedures**

- a) Consideration will be given to:
  - 1) Respondent's ability to provide the services as listed in this RFP;
  - 2) Resources: Financial and Staffing;
  - 3) Prior restaurant operation/management experience;
  - 4) Past record of performance with respect to such factors quality of service, customer service, etc;

- 5) The ability to start operations within a reasonable time period;
- 6) Proposed rent;
- 7) Staffed operations and self-service operations. Staffed operations is preferential;
- 8) Participation by certified ACDBE or good faith effort in obtaining participation of ACDBE; and
- 9) The completeness of response to this Request for Proposals.

b) A Selection Committee will evaluate each Proposer's proposal packet and responses to the Airport's instructions and/or selection criteria contained herein to determine and select Proposers to interview.

### **Anti-Lobbying Provision**

a) Proposers, including their agents and/or representatives, shall not undertake any activities or actions to promote or advertise their firm or proposal to any member of the Fort Smith Airport Commission, Airport Staff, the FAA, or the representatives of the member governments of the Commission or City, except in the course of Airport-sponsored inquiries, briefings, interviews, or presentations.

b) Airport staff will respond to questions, provide information about the project, and do those things necessary to ensure maximum open and free competition, and that all prospective respondents have access to the information they need to respond to the RFP. Please contact John Parker at telephone 479.452.7000 x 50 or Fax 479.452.7008.

### **Special Provisions and Limitations**

a) The Airport reserves the right to negotiate a contract, including the scope of the service, with any respondent or other qualified parties.

b) The Airport accepts no obligation for costs incurred by respondents in anticipation of being awarded a contract.

c) The Airport reserves the right to select the successful respondent without discussion of the proposals with the respondents.

d) The Airport reserves the right to reject any and all proposals received or to accept the proposals or portion of the proposals which offer the best value to the Airport. This RFP does not commit the Airport to a contract for the services described herein.

e) The Airport reserves the right to modify or amend the scope of work and to renegotiate any contract awarded hereunder during the term of the audit services agreement.

**Fort Smith Regional Airport  
Restaurant Operator Proposal**

Proposer		
(list all parties)		
Address		
Phone		
Fax		
Federal Tax ID (or Social Security Number if Individual)		
<b>Qualifications and Experience</b>		
I (we) list below the Restaurant/Business or similar type activity which I (we) have operated in the past:		
Dates Operated To/From	Location	Description of Operation
<i>Attach additional documentation or pages if necessary</i>		

**Proposed Menu**

*Attach additional pages if necessary*

**Proposed Rent**

See 'Rental' on page 3 for information

**Financial Capability**

Explain the financial capabilities of the Proposer to perform the contract

Attach copies of prior 2 year Federal Income Tax Returns

Attach a 36 month projected financial plan for the Proposal

**Business References**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

**Banking Reference**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_  
Years you have Banked with this company: \_\_\_\_\_

*All financial information will remain confidential.*

I certify that all information furnished with this submittal is true and correct.

Proposer Signature: \_\_\_\_\_

Proposer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Attach additional documentation for consideration if desired.*

**Return completed proposal on or before 2 p.m. November 10, 2011, to:  
Fort Smith Regional Airport  
6700 McKennon Blvd., Suite 200  
Fort Smith, AR 72903**

*Attach additional pages if necessary*

## Attachment A

### *Provided For Information Only*

#### **Appendix A to Part 26 -- Guidance Concerning Good Faith Efforts**

- I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - D.
    1. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting;

- and evidence as to why additional agreements could not be reached for DBEs to perform the work.
2. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
  - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

**Attachment B**  
**Forms 1 & 2 for Demonstration of Good Faith Efforts**

**FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid/proposal specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % ACDBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the ACDBE goal of \_\_\_\_\_%) is committed to a minimum of \_\_\_\_\_% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No.: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) Title

Date: \_\_\_\_\_

**FORM 2: LETTER OF INTENT**

Name of bidder/offeror's firm: \_\_\_\_\_

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

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

Name of ACDBE firm: \_\_\_\_\_

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

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

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

Description of work to be performed by ACDBE firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The bidder/offeror is committed to utilizing the above-named ACDBE firm for the work described above.

The estimated dollar value of this work is \$ \_\_\_\_\_.

**Affirmation**

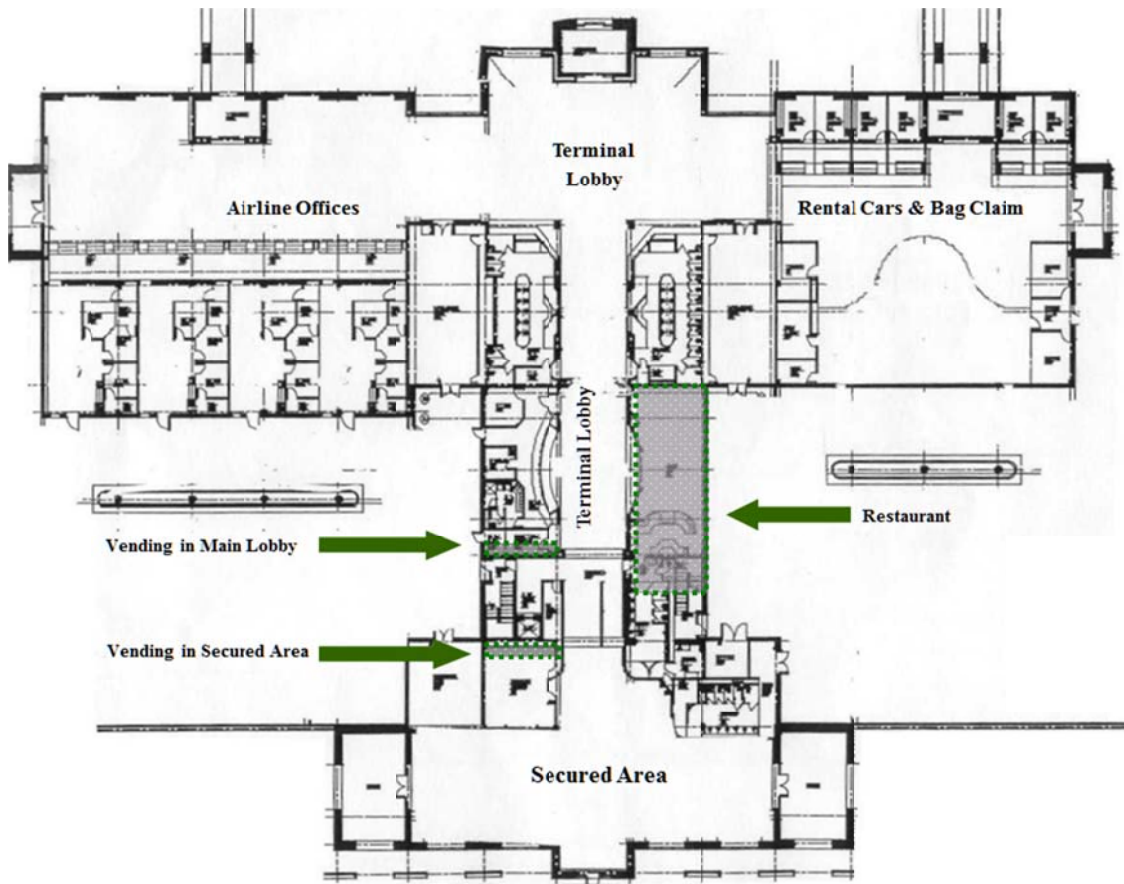
The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title) (Date)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

(Submit this page for each ACDBE subcontractor.)

# Exhibit 1 Terminal Diagram



## Exhibit 2 Inventory List

Cappuccino Machine	1
Pastry Merchandiser	1
Holman Pizza Oven	1
Coffee Maker-Bunn	1
Coffee Air Pots	2
Star Pizza Merchandiser	1
Express Toaster	1
Star Hot Dog Merchandiser	1
Hoshiziske Ice Machine	1
Cold Air Sandwich/Salad Prep Cooler Table	1
True Refrigerator	1
Express Freezer	1
Beer Cooler-Blue Air	1
Snack Vending Machine	1
Coffee Vending Machine	1
Sharp Cash Register	1
Credit Card Machine	1
Magnet Display	1
Product Display Shelves	2
Post Card Display	1
Large Wire Shelves	2
Tables – Short	4
Tables – Tall	3
Chairs - Wooden-Tall	9
Chairs - Wooden-Reg.	16
High Chairs	3
Television	1
Sofa – Leather	1
Chair - Leather w/ottoman	1
Lamps	2
End Tables	2
Coffee Table	1
Wall Travel Posters (decoration)	

Machines provided by Vendors:

- 1 Ortega Nacho Merchandiser
- 1 Ortega Chili Merchandiser
- 1 Campbell's Soup Merchandiser
- 1 Coke Cooler
- 1 Pepsi Cooler
- 1 Coke Fountain Machine
- 1 Coke Vending Machine in Lobby
- 1 Coke Vending Machine in Secured Area
- 1 Pepsi Vending Machine in Secured Area

**FORT SMITH REGIONAL AIRPORT  
REQUEST FOR PROPOSALS  
RESTAURANT OPERATOR**

Fort Smith Regional Airport is accepting proposals from qualified parties interested in leasing and operating the Restaurant in the airline terminal building. A RFP packet is required and can be obtained by contacting the Airport administration office at 479.452.7000 ext. 50. The Airport maintains an ACDBE Program and such businesses certified as ACDBE by the State of Arkansas are encouraged to submit proposals. The deadline for submitting proposals is 2 pm, November 10, 2011. The Airport reserves the right to reject any or all proposals received and to conduct new selection procedures if the airport deems it necessary.