

**REQUEST FOR PROPOSALS:  
VENDING MACHINE SERVICES**

TO IDENTIFY FIRMS TO PROVIDE VENDING MACHINE SERVICES TO THE  
NORTHWEST ARKANSAS NATIONAL AIRPORT

**ISSUED:** April 1, 2021

**DUE:** April 30, 2021

**DELIVER TO:**

Andrew.Branch@flyxna.com & Sarah.Younger@flyxna.com

Questions:

Sarah.Younger@flyxna.com

## **1. INTRODUCTION**

The Northwest Arkansas Regional Airport Authority (the “Authority” or “XNA”) operates the Northwest Arkansas National Airport (the “Airport”), which opened in 1998. The Authority is comprised of five cities and two counties. The cities, Bentonville, Fayetteville, Rogers, Siloam Springs and Springdale, each appoint two members to the Board of Directors, as do Benton and Washington Counties.

The Airport currently has direct service for up to 18 cities. To accommodate and maintain an exceptional customer experience, XNA is seeking proposals for Vending Machine / Micro Market Services for the terminal building at the Northwest Arkansas National Airport.

## **2. SCOPE OF WORK**

The Authority hereby issues a Request for Proposal (“RFP”) for Automated Vending Machine Services. The proposer shall provide services which may include, but are not limited to, the following:

- Food and/or beverage vending machines
- Retail product vending machines

## **SERVICES REQUIRED**

The Authority is seeking a vendor (or vendors) to supply automated vending machines that dispense food, beverage, and retail products as follows:

- a) The vendor would be responsible for the installation, repair and/or replacement of all furniture, fixtures, and equipment. The vendor would supply all products for the equipment and ensure the vending machine is adequately stocked with quality, fresh product.
- b) Product supplied in vending machines shall be brand name products. This service shall be provided at no cost the Authority and the vendor would manage all monies associated with the operation of the vending machines.
- c) Customers to the vending machines should have the ability to pay via an electronic payment system that accepts all major credit and debit cards. A notice shall be posted by the vending machine detailing refund procedures should individuals lose their money while attempting to purchase food and drink items. The Authority will not be responsible.
- d) The vendor shall perform the contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises. All equipment shall be kept in a fully functioning and orderly manner.
- e) The Authority is seeking proposals that include (but are not limited to):
  - a. Food and beverage vending machines located pre-security and post-security.
  - b. Retail product vending machines located pre-security and post-security.
- f) The Authority reserves the right to select a single vendor, multiple vendors, or to not make a selection under this RFP.

- g) Specific locations for vending machines will be determined by the Authority in consultation with selected vendors prior to the execution of any agreement. Once selected, the specific locations are subject to change based on the needs of the Authority. At all times the Authority will strive to provide locations that are acceptable to both the Authority and the vendor.

## **SPECIAL REQUIREMENTS**

All employees must complete a Criminal History Fingerprint Check and a Security Threat Assessment at a cost of \$30.00 per person payable by the service provider to obtain an Authority Security Badge as required by Transportation Security Administration Regulation 1542.

### **2.2. TERM**

The initial term (“Term”) of the engagement will be for a period of one year with four one-year options if mutually agreed upon in writing by the Proposer and XNA. The Authority may terminate the engagement by giving the Proposer thirty (30) days advance written notice of termination.

### **2.3. BID PROPOSAL DUE DATE AND TIME**

Proposals must be received by the following on or before **April 30, 2021 at 3:00 pm CST.**

All proposals must be submitted via e-mail in an electronic format and sent to Andrew.Branch@flyxna.com and Sarah.Younger@flyxna.com. Hard copies will not be accepted.

At any time during the procurement window, Proposers may request a site inspection.

There will be an **optional VIRTUAL pre-proposal meeting held on April 22, 2021, at 1:00 p.m. CST** and questions relating to this proposal may be answered at that time. All attached standard terms and conditions shall apply. All questions will be responded to in writing after pre-proposal meeting.

XNA may consider proposals received after the due date at the Authority’s sole discretion based on the needs of the airport.

### **2.4. MODIFICATION OR WITHDRAWAL OF OFFERS**

Responses to this RFP may be modified or withdrawn in writing or by email notice to the attention of Sarah Younger if received prior to the exact hour and date specified for receipt of proposals. The Proposer’s authorized representative may also withdraw the proposal in person, providing their identity is made known, they sign a written notice of withdrawal, and it is prior to the exact hour and date specified for the receipt of proposals. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the Authority after the exact hour and date specified for receipt of proposals will render the proposal void. If it becomes necessary to revise any part of this RFP or if additional data are necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be issued by the Authority. If such addendum is necessary, the Authority reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

## **2.5. CONFIDENTIAL INFORMATION**

The material submitted by Proposers will be treated in the same manner as the Authority's own records.

AFTER PROPOSAL OPENING, ALL PROPOSALS BECOME PART OF THE PUBLIC RECORD AND ARE SUBJECT TO THE ARKANSAS FREEDOM OF INFORMATION ACT. PROPOSERS WISHING TO EXEMPT OR REDACT ANY PORTION OF THEIR PROPOSALS ARE ENCOURAGED TO DISCUSS THEIR CONCERNS WITH SARAH YOUNGER PRIOR TO SUBMISSION OF THE PROPOSAL DOCUMENTS.

The Authority may otherwise disclose the information submitted by the Proposers in accordance with the Arkansas Freedom of Information Act as codified in Ark. Code Ann. 25-19-101 through 107. Note that cost information cannot be considered as proprietary.

Any or all portions of this RFP and Proposer responses may be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly will not be disclosed unless required under the Arkansas Freedom of Information Act.

## **2.6. PROPOSAL LIFE**

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by the Authority for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the Authority.

## **2.7. RULES & REGULATIONS**

This RFP is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of Department of Transportation Regulations 49 CFR Part 26 (Disadvantaged Business Enterprise Participation).

Proposers shall make a good faith efforts, as defined in 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to contract or subcontract a certain percentage of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). The winning Proposer will be required to submit information concerning the DBE's that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named Proposer, and the dollar value of the contract. If the winning Proposer fails to

achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A Proposer that fails to meet these requirements will be considered non-responsive.

Furthermore, Title VI of the Civil Rights of 1964 assures that no person or group of persons may, on the grounds of race, color, national origin, age, handicap or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by the recipient.

**2.8. DISCUSSION FORMAT**

It is the Proposer’s responsibility to become familiar with all information provided in this proposal package and any other information he/she/it considers necessary to develop a proposal. The Authority reserves the right to reject any or all Proposals, to advertise for new Proposals, to modify the Proposal Process, to waive informalities and technicalities, or to proceed to have the services performed otherwise. The Authority assumes no responsibility for any cost associated with the preparation or submission of Proposals. Proposals, including any and all attachments thereto, shall become the property of the Authority upon receipt. The Authority shall have the right to copy, reproduce, or otherwise dispose of each Proposal in any way the Authority may select.

The Authority may use as its own, without payment of any kind or liability therefore, any idea, scheme, technique, suggestion, layout, or plan received during the Proposal process.

**NOTE: THE AUTHORITY RESERVES THE RIGHT TO WAIVE ANY PROPOSAL IRREGULARITY AND TO REJECT ANY OR ALL PROPOSALS AT ITS SOLE DISCRETION. CONTACT WITH THE NORTHWEST ARKANSAS REGIONAL AIRPORT AUTHORITY BOARD OF DIRECTORS IS NOT ALLOWED DURING THE SELECTION PROCESS AND WILL RESULT IN A DEDUCTION OF POINTS DURING THE EVALUATION PROCESS.**

**2.9. TIMELINE**

<b>DATE</b>	<b>ACTION</b>
April 1, 2021	Publication & Release of RFP Documents
April 22, 2021	Optional Pre-Proposal Meeting
April 22, 2021	Questions Due
April 26, 2021	Answers Provided
April 30, 2021	Proposals Due
May 17, 2021	Recommendation for selection presented to Business Development Committee
June 2, 2021	XNA Board votes on selection
July 1, 2021	Service begins

**3. PROPOSAL PROCEDURES**

**3.1. INQUIRIES ABOUT THE RFP**

All inquiries and requests for information affecting this RFP must be submitted in writing to: Sarah.Younger@flyxna.com NO later than 3:00 PM Central Standard Time on April 22, 2021.

The Authority will answer any inquiries submitted by the requested date. If responses are provided, the responses will be written. Copies of the written responses will be issued via addendum. No negotiations, decisions, or actions shall be initiated by any Proposer as a result of any verbal discussion with any representative of the Airport or the Authority.

### **3.2. FORM OF PROPOSAL**

The proposal should address the following:

1. Transmittal letter: Submitted by a principal having contract signing authority and giving the Proposer name, address, phone number, email address, and person to contact regarding the proposal.
2. Vendor Product: Provide a detailed description of the types of products and vending machines the Vendor wishes to provide for customer use.
3. Vendor Location, Experience, and Customer Service: Proposer must demonstrate that they have the experience necessary to successfully operate this venture. Specifically cite experience with similar projects, preferably at other transportation terminals and/or public facilities. Include customer service philosophy, responsiveness if machines break, and how refund issues will be dealt with. Vendors should provide contact information for their operations offices.
4. Vendor's Percentage of Gross Revenue Offer: Provide the Authority an offer of the percentage of gross revenue that the Vendor will pay to the Authority as part of this Vending Agreement.
5. Vendor's Financial Capacity: The Vendor must provide a history of financial stability to show that it can support this venture.
6. References: Proposals shall include a list of references from current or previous entities in which the Vendor has made similar agreements.
7. The submission shall be no longer than thirty (30) pages of text single sided, or 15 pages double sided, not including dividers. An appendix may be utilized for submission of additional material such as brochures, biographical information, and recently completed similar engagements.

## **4. PROPOSAL EVALUATION**

### **4.1 PROPOSAL EVALUATION**

The top-rated Proposer(s) will be selected by a committee appointed to review all proposals in accordance with XNA Policy.

Selections shall be based on the following criteria:

- Vendor Product(s) (up to 30 points)
- Vendor Location, Experience, and Customer Service (up to 20 points)
- Vendor's Percentage of Gross Revenue Profit Sharing Offer (up to 25 points)
- Vendor's Financial Capacity (up to 15 points)
- References (up to 10 points)

The review committee shall evaluate all proposals and other submittals and may conduct interviews regarding anticipated services and then shall select there from, in order of preference, based on the criteria set forth herein.

Any decisions by XNA including cancelling the RFP shall be final, with no recourse for claim of recovery of time, material and costs that proposers may have accrued in the preparation of proposals or in conducting due diligence. XNA reserves the right to reject any and all Proposals. It is incumbent upon the respondents to independently confirm the accuracy of all information contained within this RFP

### **4.2 NEGOTIATION**

The review committee or its designee shall then negotiate a contract with the highest qualified Proposer for the services to be rendered, at compensation which the review committee, or its designee, determines is fair and reasonable to the Authority, subject to the approval of the Board of Directors. In making such determination, the review committee or its designee, shall consider the scope, complexity, and professional nature of the services to be rendered.

Should the review committee, or its designee, be unable to negotiate a satisfactory contract with the Proposer considered to be the most qualified, at a price determined to be fair and reasonable to the Authority, negotiations with that Proposer shall be formally terminated. The review committee, or its designee, shall then undertake negotiations with the second most qualified Proposer. Should the review committee, or its designee, be unable to negotiate a satisfactory contract with any of the selected Proposers then the review committee shall reevaluate the process and may implement a new solicitation process, as necessary.

### **4.3 CONTRACT REVIEW/RECOMMENDATION**

The selection committee may forward a recommendation to the Board of Directors prior to entering into formal negotiations. In this event, the recommendation of a contract award (after negotiation) shall become an agenda item for the Business Development Committee and the Board of Directors at the next meeting.

## EXHIBIT A – REQUIRED FEDERAL CONTRACT PROVISIONS

I. Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

In the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

II. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

III. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, 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. Lessee has full responsibility to monitor compliance to the referenced statute or

regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- IV. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- V. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23 - Participation of Disadvantaged Business Enterprise in Airport Concessions. Lessee agrees that it will not discriminate against any business 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. Lessee agrees to include the above statements in any subsequent concession agreements or contracts covered by 49 CFR Part 23, that Lessee enters and to cause those businesses to similarly include the statements in further agreements.
- VI. Lessee acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs, are applicable to the activities of Lessee under the terms of this Agreement, unless exempted by said regulations, and hereby agrees to comply with all requirements of sponsor, the U.S. Department of Labor, the Federal Aviation Administration, and the U.S. Department of Transportation. These requirements may include, but are not limited to, compliance with the Airport Concessionaire Disadvantaged Business Enterprise Program or Affirmative Action participation goals.
- VII. Under no circumstances shall this Agreement be construed to grant Lessee an exclusive right to provide any service or conduct any business. FAA Grant Assurance C-23 prohibits Lessor from granting exclusive privileges to provide services or conduct business.
- VIII. In the event of a breach of any of the covenants above, Lessor shall have the right to terminate this Agreement, and hold the same as if this Agreement had never been made or issued.
- IX. In the event any provision of this Agreement conflicts with any obligation of sponsor under its Grant Assurances to the Federal Aviation Administration, sponsor's compliance with said Grant Assurances shall not constitute a breach of this Agreement.