NORTHWEST ARKANSAS NATIONAL AIRPORT

REQUEST FOR PROPOSALS

LEASE, REDEVELOPMENT, AND OPERATION OF A FIXED BASE OPERATOR (FBO)

NOVEMBER 6, 2026

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SECTION 1:

NOTICE OF OPPORTUNITY AND GENERAL PROJECT INFORMATION

A. NOTICE AND DESCRIPTION.

The Northwest Arkansas Regional Airport Authority (the "Authority"), an Arkansas public corporation that owns and operates Northwest Arkansas National Airport ("XNA" or the "Airport"), invites competitive, proposals from qualified, experienced, and financially capable aviation service organizations to lease, modernize, operate, and maintain the Fixed-Base Operator (FBO) facilities and commercial airline ground-support infrastructure at the Airport described in this RFP, as well as to provide the aeronautical services described in Section 3 herein.

The Authority requests that respondents propose creative solutions, programs, and plans that improve the management and operation of the FBO and offer the greatest potential to increase Airport revenues by providing high-quality aeronautical services on terms that are reasonable and not unjustly discriminatory. The Authority will review and evaluate responses to this RFP (the "Proposals" and each a "Proposal") taking into consideration the evaluation criteria provided herein. After this evaluation process, the Authority may select, in its sole discretion, one proposer (the "Selected Proposer") who has demonstrated that it is qualified to undertake the FBO services, is capable of providing capital investment, has conducted a thorough market analysis for FBO services at the Airport, has a scalable business plan, and will provide a balanced management approach that achieves outstanding customer service and continued revenue growth. If the Authority selects a proposer, it will negotiate a lease and operating agreement (the "Agreement") on a non-exclusive basis with the Selected Proposer. Selection does not in any way establish or create any contractual rights, and no agreement will exist between the Selected Proposer and the Authority until such time as the Authority's Board of Directors has approved the selection and the parties have entered into the Agreement.

Strategic Operating Objectives & Vision

The Authority establishes this procurement under a tiered operational framework designed to balance commercial airfield reliability with executive-level general aviation service. The Selected Proposer will be required to deploy the personnel, capital, and organizational focus necessary to accomplish two distinct operational mandates:

Primary Objective: Commercial Airline Support and Airfield Resilience

The primary mission of the FBO operator at XNA is to serve as an indispensable, integrated partner in the Airport's scheduled commercial air carrier operations. Commercial airline connectivity is vital to the economic vitality of the Northwest Arkansas region, and uninterrupted ground operations are paramount. The selected operator must provide:

- **Into-Plane Fueling Performance:** Continuous 24/7/365 commercial into-plane fueling with sufficient dedicated equipment, certified staffing, and proactive dispatch to support all scheduled airline banks, quick turns, and off-schedule operations with zero carrier delays attributable to fueling.
- **Bulk Fuel Farm Stewardship and Quality Assurance:** Comprehensive operational maintenance, environmental safety, and regulatory oversight of the airport's bulk aviation fuel storage farms in strict compliance with Airlines for America ("A4A") ATA Specification 103, NFPA 407, and 14 CFR Part 139 standards (specifically to include 14 CFR § 139.321) and applicable federal and state environmental requirements, to the extent that the operation of those facilities is assigned to the Selected Proposer in the Agreement.
- **Winter Weather Readiness and De-Icing Throughput:** Provision of high-capacity Type I and Type IV aircraft de-icing fleets, trained crews, and continuous fluid management, containment,

and collection consistent with the Authority's stormwater permit and deicing procedures to ensure efficient departure flow during winter weather events.

- **Diversion & Irregular Operations (IROPS) Handling:** Ready availability of heavy ground support equipment—including passenger mobile air stairs, high-capacity ground power units (GPUs), air-start units, and aircraft pushback tractors—to manage commercial flight diversions, remote-stand deplaning, and irregular operations without disrupting normal airport terminal flow.

Secondary Objective: Premier Corporate and General Aviation Gateway

As the commercial and executive gateway to a region home to global market leaders—including Walmart Inc., Tyson Foods, and J.B. Hunt Transport Services—alongside more than 1,500 corporate vendor offices, XNA requires a modern, customer-centric general aviation presence. The Selected Proposer must deliver:

- **Executive Terminal Atmosphere:** Professional, high-quality service and concierge amenities within a modern General Aviation Terminal (GAT), providing executive meeting facilities, comfortable passenger lounges, and dedicated flight-crew rest and planning suites.
- **Hangar Capacity Optimization:** Active management, maintenance, and competitive subleasing of both the main attached hangar and the north ramp hangar, catering to locally based corporate flight departments, transient enterprise traffic, and fractional fleet operators (e.g., NetJets, Flexjet).
- **Responsive Line Services:** Prompt, professional apron marshaling, ramp tie-down, mobile Jet-A and 100LL fueling, aircraft detailing, and fluid services executed under rigorous safety management system (SMS) standards.
- **Fair and Transparent Market Pricing:** A published, formula-based fee schedule ensuring competitive fuel margins, equitable facility fees, and value for locally based aircraft owners and visiting business partners alike. Fuel prices and fees shall be reasonable, not unjustly discriminatory, and shall in every way facilitate the Authority's obligation to the United States under FAA Grant Assurance 24.

B. TIMELINE AND SCHEDULE OF EVENTS.

The anticipated timeline and schedule of events for the proposal process is as follows, with all times in the Central time zone:

EVENT	TIMELINE
Issue RFP	November 6, 2026
Optional Site Visit	December 11, 2026
Deadline for submitting questions	December 18, 2026
XNA issues responses to questions	January 1, 2027
SUBMISSIONS DUE	February 5, 2027 by 4:00PM CT
Initial staff evaluation	February 2027
Present to Board of Directors	March 2027 (tentative)
Award	At the Authority's discretion following evaluation and required approvals

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 will be maintained online at www.flyxna.com/public-notices-procurements. Any amendments, addenda, questions and answers, and other documents pertaining to this procurement will be posted at this site as they are released.

It is the responsibility of each proposer to visit this site frequently to ensure the delivery of up-to-date information and documentation regarding this procurement.

D. MINIMUM QUALIFICATIONS.

Proposers must satisfy the following threshold requirements:

1. **Commercial Airline Handling Track Record:** A minimum of five consecutive years of experience conducting commercial into-plane fueling and ground support services for scheduled Part 121 air carriers at airports certificated under 14 CFR Part 139.
2. **Corporate Aviation Experience:** Demonstrated national or regional experience managing multi-hangar FBO operations catering to Fortune 500 corporate flight departments, fractional operators (*e.g.*, NetJets, Flexjet), and charter aircraft.
3. **Financial Standing & Capital Commitment:** Verified financial strength to fund the proposed capital investment within the first 24 months following award, supported by three consecutive years of certified audited financial statements, if available, and firm financing commitments.
4. **Safety Compliance:** Clean compliance records with no uncorrected FAA Part 139, OSHA, or EPA enforcement actions in the five-year period ending on the submission deadline date for this procurement. Fueling personnel must have current training under a program meeting 14 CFR § 139.321 and NATA Safety 1st (or an Authority-approved equivalent) and fuel-quality procedures must conform to ATA Specification 103.

E. 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. Provided, however, the Authority reserves the right to reject any or all proposals, to waive irregularities and technicalities of any kind, to re-advertise, or otherwise to proceed in the best interests of the Authority.

The Authority will evaluate each proposal against its operational, financial, capital, customer service, and risk-transfer objectives. The Authority may reject all proposals if it determines that direct operation, management through another delivery structure, or a subsequent procurement would better serve the Airport's long-term interests. The Authority is not obligated to make an award to any proposer.

F. 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 selection of the Selected Proposer, the Authority's contact is:

Andrew Branch
Chief Operating Officer
Andrew.Branch@flyxna.com

All submissions required by this RFP shall adhere to the Timeline and Schedule of Events set out in Section 1 of this RFP.

Oral or written communications (including emails) from the Authority, its staff, agents, employees, outside advisors, 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 establish or modify the terms of this RFP.

G. PUBLICATION OF NOTICE.

This RFP, or a summary thereof, may be separately published, posted, or delivered to Airport industry publications, Aviation professional service providers, Any entity that has previously expressed interest in providing fixed base operation services to the Authority; and Any entity the Authority has identified as a potential proposer.

H. FEDERAL OBLIGATIONS; NO EXCLUSIVE RIGHT

The Authority is the sponsor of a federally obligated airport and is bound by the assurances it has made to the Federal Aviation Administration ("FAA"), including the prohibition on granting exclusive rights (49 U.S.C. §§ 40103(e) and 47107(a)(4); Grant Assurance 23) and the requirement that aeronautical services be made available on reasonable terms and without unjust discrimination (Grant Assurance 22). Nothing in this RFP or in any resulting Agreement grants, or shall be construed to grant, an exclusive right to conduct any aeronautical activity at the Airport. The Authority reserves the right to lease other areas of the Airport to other qualified providers of aeronautical services, including FBO services, in accordance with its Minimum Standards.

Air carriers and other aeronautical users of the Airport retain the right to perform self-service activities, including fueling and deicing their own aircraft with their own employees, subject to the Authority's Minimum Standards and Rules and Regulations. Proposers shall not assume that any air carrier will be required to obtain fueling, deicing, ground-handling, or other services from the Operator.

Proposers shall limit the premises requested to those reasonably necessary to provide the services and complete the capital commitments proposed. The Authority will not grant options, rights of first refusal, or other preferential rights to additional Airport property.

The Agreement will contain the provisions required by the Authority's grant assurances and FAA policy, including provisions requiring the Operator to furnish services on a reasonable and not unjustly discriminatory basis and to charge reasonable and not unjustly discriminatory prices; civil rights and nondiscrimination provisions; subordination to the Authority's agreements with the United States; the Authority's reserved right to develop and improve the Airport; and periodic adjustment of rents and fees.

Title VI Solicitation Notice: The Northwest Arkansas Regional Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

SECTION 2:

AIRPORT AND REGIONAL INFORMATION

A. AIRPORT INFORMATION.

The Airport, which opened for commercial service on November 1, 1998, is the busiest commercial service airport in the State of Arkansas. In 2024, XNA reported 1,144,820 total enplanements. In 2025, XNA reported 1,263,634 total enplanements, setting an annual record. Through September 2026, XNA reported 981,001 total enplanements and 1,959,373 total passengers.

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 responded by adding new service and routes.

Currently, XNA is served by six airlines — Allegiant Air, American Airlines, Breeze Airways, Delta Air Lines, Frontier Airlines, and United Airlines — and averages approximately 50 flights per day to 28 destinations across the country. Those destinations include Atlanta (ATL), Charlotte (CLT), Chicago O'Hare (ORD), Dallas-Fort Worth (DFW), Denver (DEN), Destin-Ft. Walton Beach (VPS), Detroit (DTW), Fort Lauderdale (FLL), Gulf Shores/Orange Beach (GUF), Houston/Bush Intercontinental (IAH), Las Vegas (LAS), Los Angeles (LAX), Miami (MIA), Minneapolis (MSP), Nashville (BNA), New Orleans (MSY), New York City (LGA), Newark (EWR), Orlando International (MCO), Orlando/Sanford (SFB), Pensacola (PNS), Philadelphia (PHL), Phoenix/Mesa Gateway (AZA), Phoenix/Sky Harbor (PHX), Salt Lake City (SLC), Tampa International (TPA), Tampa/St. Pete-Clearwater (PIE), and Washington, D.C. (DCA).

B. REGIONAL INFORMATION.

Northwest Arkansas is a fast-growing metropolitan area that is home to more than 622,000 people. In addition to being home to the University of Arkansas, Northwest Arkansas is the corporate headquarters of three Fortune 500 companies: Walmart, Tyson Foods, and J.B. Hunt Transport Services. Hundreds of Walmart supplier offices have been established in the region, meaning thousands of employees for companies such as 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.

SECTION 3:

PROJECT INFORMATION

A. LEASED PREMISES OF INCUMBENT FBO

- Regional Jet Center ("Incumbent FBO") is currently the sole FBO operating at the airport. Incumbent FBO operates under a lease agreement with the Authority that commenced in October 1998.
- Incumbent FBO leases the land upon which all current FBO facilities are located.
    - The lease agreement between the Authority and Incumbent FBO expires on October 30, 2028 at 11:59 p.m. The Authority expects that Incumbent FBO will remain operational until the expiration date of the existing lease agreement.
- The FBO facilities will revert to the Authority at the conclusion of the Incumbent FBO lease on October 30, 2028.

B. INFORMATION REGARDING FUEL AND FUEL FACILITIES

1. Historical Jet A Dispensed Volumes

The table below sets forth historical Jet A throughput (in U.S. gallons) dispensed at the Airport from calendar year 2021 through the first quarter of 2026:

Calendar Year	Corporate / General Aviation (Gal.)	Part 121 Commercial Airline (Gal.)	Total Annual Jet A (Gal.)	Airline Share (%)
2021	1,597,070	6,639,746	8,236,816	80.60%
2022	1,973,303	10,485,700	12,459,003	84.20%
2023	1,963,819	12,033,303	13,997,122	86.00%
2024	2,094,817	13,998,078	16,092,895	87.00%
2025	2,134,556	16,210,084	18,344,640	88.40%
2026 (Q1)	504,982	3,955,198	4,460,180	88.70%

***These figures are provided for informational purposes only, and the Authority makes no warranty or representation regarding future fuel volumes.

2. Monthly Seasonality & Operating Characteristics

- **Monthly Averages (2025):**
  - Total Monthly Average: **1,528,720 gallons**
  - Commercial Airline Monthly Average: **1,350,840 gallons**
  - General Aviation Monthly Average: **177,880 gallons**
- **Peak Volume Periods:**
  - Commercial Airline Peak: **1,606,409 gallons** (July 2025)
  - General Aviation Peak: **221,616 gallons** (May 2025)
  - Single Month Combined Record: **1,773,692 gallons** (June 2025); March 2026 reached **1,760,676 gallons**.

3. Operational Requirements Tied to Volume

Proposers must size all proposed line service equipment fleets, staffing shifts, and bulk storage infrastructure around these volume parameters:

- **Into-Plane Mobile Fleet Capacity:** The Selected Proposer must deploy an into-plane refueler fleet capable of servicing peak commercial schedule banks (averaging ~50 daily flights by six airlines) without flight departure delays attributable to fueling.
- **Bulk Fuel Farm Management:** The Selected Proposer must assume continuous operation, environmental monitoring, fuel inventory reconciliation (+/- 0.5% tolerance), and quality control testing of the airport's bulk fuel facility in strict adherence to ATA Specification 103, NFPA 407, and 14 CFR Part 139 standards (specifically to include 14 CFR § 139.321).
- **Concession Fee Modeling:** Proposers must utilize these baseline flowage figures to formulate their proposed customer fees in Volume II.
- **Existing Fuel Farm**: The existing fuel facility at XNA is located on the east side of XNA at the intersection of Tower Dr and Fuel Rd outside of the Airport Operations Area (AOA) fence. The facility includes five horizontal above ground storage tanks (AST) for Jet A fuel storage with a total nominal capacity of 100,000 gal and total net working capacity of 90,000 gal. One 12,000-gal diesel horizontal AST, one 10,000-gal gasoline/diesel split horizontal AST, and one 10,000-gal glycol horizontal AST are located in the facility to support airport operations. The two truck loading/offloading stations located on the east and south sides of the facility receive Jet A fuel from tanker trucks and load refueler trucks with Jet A fuel. Refueler trucks must exit and reenter the AOA to receive fuel from the fuel facility.

- **Planned Fuel Farm**: The proposed fuel facility expansion at XNA, slated for completion in Q1 or early Q2 of 2028, will construct a new bulk aviation fuel (Jet-A) facility on a green field project site. The base facility includes two 32-foot by 32-foot API-650 field-erected aboveground storage tanks (AST) for Jet-A fuel storage, each providing a gross capacity of 192,500 gallons. One 560-gallon double-wall UL-142 AST will also be installed to manage off-spec Jet-A waste. The facility features one transport truck unloading general spill containment pad with an unloading rack, pump, and filter skid, alongside one refueler truck loading general spill containment pad with its respective loading rack, pump, and filter skid. Add-alternates allow for the construction of a second transport truck unloading position and a second refueler loading position. The expansion site establishes a newly controlled boundary utilizing an AOA security fence and access gate, maintaining distinct transport truck access and egress paths separate from the airside refueler service route.

C. KEY COMMERCIAL TERMS AND PROJECT CONSTRAINTS

Proposers shall develop their Proposals based upon the following parameters and constraints. These parameters are intended to establish the framework within which Proposals will be evaluated, and the Agreement will be negotiated. Except where expressly permitted by this RFP, Proposers should not assume that the Authority will modify or waive these requirements.

1. **Lease Term.** The term of the Agreement shall not exceed thirty (30) years, inclusive of any extension or renewal options. Proposers may propose a shorter term if appropriate to their proposed capital investment and business plan. In any event, the proposed term must be reasonably related to the amortization of the proposed capital investment, and the Authority will consider that relationship in its evaluation.

2. **Commencement of Operations.** The Selected Proposer shall be prepared to commence operations upon expiration of the Incumbent FBO lease, which expires at 11:59 p.m. on October 30, 2028, and shall provide for an orderly transition that results in no interruption to commercial airline fueling or other required services.

3. **Existing Facilities.** The existing FBO facilities will revert to the Authority upon expiration of the Incumbent FBO lease. Proposers should base their proposals upon the facilities and premises identified in the RFP and applicable exhibits.

4. **Authority Fuel Facilities.** The Authority intends to retain ownership of its existing and planned bulk aviation fuel facilities. The Selected Proposer will be required to operate and/or utilize such facilities under terms established in the final Agreement, including applicable rental, use, flowage, or other fees that will be reasonable and not unjustly discriminatory.

5. **Capital Improvements.** Proposed capital improvements shall be subject to Authority approval and all applicable regulatory, permitting, design, construction, and Airport requirements. Improvements to Authority-owned property shall be addressed in the Agreement, including ownership and disposition upon expiration or termination. Capital improvements may be subject to FAA approval.

6. **Continuous Operations.** The Selected Proposer shall maintain uninterrupted commercial airline fueling and required ground-support services throughout the term of the Agreement, including during transition, construction, renovation, or redevelopment activities.

7. **Minimum Standards.** The Authority's current minimum standards are attached hereto as Exhibit 3. The Selected Proposer will be required to comply with the Minimum Standards in effect from time to time during the term of the Agreement. If there are any minimum standards that would have a

material impact on proposals unless modified, the Authority welcomes feedback and discussion. Proposers should develop their operating, staffing, equipment, facility, and capital plans accordingly.

D. SCOPE OF SERVICES AND SOLUTIONS.

Primary Airline Support Mandates

- **Commercial Into-Plane Fueling:** Provide 24/7/365 into-plane fueling to scheduled commercial passenger carriers with a dedicated fleet of refueler trucks matching airline schedule banks and turn-time thresholds.
- **Bulk Fuel Farm Management:** Assume operational stewardship, testing, inventory control, and maintenance of the dedicated bulk fuel storage facility, adhering to strict ATA Specification 103, NFPA 407, and 14 CFR Part 139 (specifically including 14 CFR § 139.321) standards. Selected Proposer will be expected to maintain on-site inventory reconciliation.
- **Commercial De-Icing Capacity:** Maintain a modern fleet of high-capacity Type I and Type IV de-icing vehicles, certified crews, and continuous fluid handling, containment, and collection to guarantee airfield departure capability in winter weather conditions.
- **Irregular Operations (IROPS) & Diversion Management:** Maintain equipment and personnel to service unscheduled commercial airline diversions—including, but not limited to, high-reach air stairs that comply with all applicable federal statutes and regulations, high-capacity mobile 400Hz GPUs, air-start units, baggage transfer, and secure terminal passenger escort.
- **Airfield Clearance:** Maintain tow bars, tow tractors, and an emergency recovery plan capable of moving disabled aircraft up to commercial narrow-body and Group III/IV corporate aircraft from active airfield areas.

Secondary Corporate and General Aviation Standards

- **FBO Executive Services:** Provide concierge services, in-flight catering, rental car coordination, pilot flight-planning computer rooms, conference facilities, and quiet rest quarters.
- **Hangar and Apron Management:** Direct management of community hangars, private corporate hangar leases, transient ramp tie-downs, and aircraft marshalling.
- **General Aviation Line Services:** Mobile ramp dispensing of Jet-A and 100LL AvGas, lavatory/potable water cart servicing, ground power units, and towing

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. **Confidentiality.** The Selected Proposer may have access to confidential airport, airline, financial, market, strategic, proprietary, or other non-public information. The Selected Proposer shall maintain the confidentiality of all non-public information and shall not disclose such information without written authorization from the Authority.
2. **Data Security.** The Selected Proposer shall implement reasonable safeguards to protect all Authority data, airline data, passenger data, market data, and other confidential information. Any artificial intelligence-enabled tool, third-party technology platform, dashboard, data warehouse, or analytics system used by the Selected Proposer must comply with applicable confidentiality, data security, and ownership requirements established by the Authority.
3. **Artificial Intelligence Restrictions.** The Selected Proposer shall not use confidential information provided by the Authority to train artificial intelligence models (whether open or closed), large language models, predictive systems, or other automated systems unless expressly authorized in writing by the Authority. The Selected Proposer shall not input confidential Authority information, airline-sensitive information, or non-public market information into public artificial intelligence systems unless expressly authorized in writing by the Authority.

4. **Conflicts of Interest.** Proposers must disclose all current and recent engagements with airlines, airports, government entities, or other organizations that may present an actual or potential conflict of interest. The Authority reserves the right to determine whether any disclosed relationship creates a conflict that may affect the proposer's eligibility.
5. **Insurance and Indemnification.** TDuring the term of the Agreement, the Selected Proposer will be required to maintain insurance appropriate to the risks associated with operating the FBO and related infrastructure and improvements at the Airport. The final coverages, limits, deductibles, carrier requirements, etc., will be negotiated as part of the Agreement, but at a minimum the Successful Proposer should be prepared to obtain and maintain the following coverages:
   a. **Aviation General Liability Insurance** covering the operator's premises, operations, products and completed operations, fueling operations, ramp and ground-handling activities, passenger and customer exposures, contractual liability, and advertising or personal injury liability, with no exclusions that materially restrict coverage for customary FBO activities;

   b. **Aircraft Liability/Ground Damage Liability Insurance** covering damages for bodily injury, property damage, and aircraft damage arising from the Selected Proposer's aviation-related activities (may not be required if the Selected Proposer's Aviation General Liability coverage is sufficient);

   c. **Hangarkeeper's Liability Insurance** covering loss of or damage to customer aircraft in the care, custody, or control of the Selected Proposer;

   d. **Property Insurance** covering owned or leased hangars, buildings, equipment, tanks, tools, furniture, fixtures, equipment, and any property that the Selected Proposer owns, leases, installs, or is responsible for maintaining;

   e. **Pollution Liability Insurance** covering premises pollution (spills on-site), fuel storage liability, and transportation pollution, and covering clean-up costs, third-party claims, and regulatory fines;

   f. **Workers' Compensation and Employer's Liability Insurance** in the form required by the State of Arkansas;

   g. **Inland Marine Insurance** if the Selected Proposer will provide aircraft maintenance or will handle aircraft parts in transit;

   h. **Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles used in connection with FBO operations, specifically to include operations on Airport premises, and including an endorsement for airside and restricted area operations; and

   i. **Umbrella/Excess Liability Insurance** coverage that extends above and beyond all coverages the Selected Proposer is otherwise required to maintain.

The coverages required of the Selected Proposer shall be primary, non-contributory, and shall contain a waiver of subrogation in favor of the Authority

The Authority shall be named as a loss payee on any required insurance policy to the extent of its insurable interest in any facilities leased to the Selected Proposer.

Proposers should be aware that the Authority is a public corporation and enjoys statutory immunity under Arkansas law. Thus, while the Selected Proposer will be required to indemnify and hold the Authority harmless as to damages or claims arising out of the services required of it, the Authority cannot and will not agree to indemnify the Successful Proposer. For this reason, the Selected Proposer will not be

permitted to name the Authority as an additional insured party on any insurance coverages the Selected Proposer maintains.

F. EVALUATION AND CRITERIA.

Proposals received in response to this RFP will be evaluated by Authority staff based on the extent to which each proposal addresses the needs and objectives of the Authority's fixed-base operation's needs. The Authority may consider the information submitted by proposers, references, interviews, presentations, demonstrations, and any other relevant information it deems appropriate. The Authority reserves the right to select a proposer, award all or any portion of the requested services or solutions, and to issue an award at any time following the proposal submission deadline. The Authority is not obligated to make an award to any proposer.

Proposals will be reviewed by an Authority evaluation committee based on the following 100-point matrix:

1. Commercial Airline Service Plan and Part 121 Support **(20 Points)**
2. Capital Investment, Facility Modernization and Architectural Concepts **(15 Points)**
3. Financial Offer (Ground Rent, Building Lease Rates, MAG, etc) **(50 Points)**
4. Corporate GA Customer Service, Line Operations & Hangar Management **(10 Points)**
5. Day-One Operational Turnover Plan (Zero Airline Downtime Commitment) **(5 Points)**

Proposers are reminded not to condition financial offers on an exclusive arrangement, as only the Authority is entitled to operate an FBO on an exclusive basis. Proposals that condition Financial Offers on exclusivity, on restrictions, on air carrier or other self-service, or on the Authority's agreement not to lease to other providers will be deemed non-responsive.

SECTION 4:

PROPOSAL CONTENT AND INSTRUCTIONS

Proposers shall prepare their Proposals in accordance with the requirements of this Section. Proposals should be clear, concise, and sufficiently detailed to demonstrate the Proposer's qualifications, proposed operating approach, financial capacity, capital commitment, and ability to assume full operational responsibility for the services described in this RFP.

Proposals shall consist of two volumes:

- Volume I – Technical, Operational, Transition, and Capital Proposal
- Volume II – Financial Proposal

Information requested by this RFP should be provided in the order specified below. The Authority reserves the right to request clarification or additional information from any Proposer and to verify any information submitted.

A. VOLUME I – TECHNICAL, OPERATIONAL, TRANSITION, AND CAPITAL PROPOSAL

Tab A – Executive Summary and Proposer Information

Provide an executive summary describing the Proposer's overall approach to the opportunity, including:

1. Legal name, headquarters location, organizational structure, and ownership of the Proposer;
2. Identification of any parent company, subsidiary, affiliate, joint venture member, or subcontractor that will have a material role in the proposed operation;
3. Name and contact information for the individual authorized to represent and bind the Proposer;
4. A summary of the Proposer's qualifications and experience relevant to the services required by this RFP;
5. A summary of the principal operational, capital, customer-service, and financial commitments contained in the Proposal; and

6. Identification of the entity that would execute the Agreement with the Authority.

If qualifications, financial capacity, or operating experience of a parent company or affiliate are relied upon, the Proposer shall clearly identify that relationship and describe the extent to which that entity will guarantee or otherwise support performance of the Agreement.

Tab B – Experience, Qualifications, and Past Performance

Provide information demonstrating the Proposer's ability to perform the required services, including:

1. Experience operating FBOs at commercial service airports;
2. Experience providing into-plane fueling and ground-support services to scheduled Part 121 air carriers;
3. Experience operating and maintaining aviation fuel-storage and dispensing facilities;
4. Experience providing aircraft deicing services;
5. Experience supporting airline irregular operations and diverted aircraft;
6. Experience serving corporate flight departments, fractional operators, charter operators, and other general aviation customers;
7. Experience managing hangars and aviation tenants;
8. Experience completing capital redevelopment projects while maintaining active airport operations; and
9. References for comparable airport operations.

The Proposer shall identify any material aviation-related regulatory enforcement actions, contract defaults, terminations for cause, material safety events, or litigation involving an airport or air carrier during the five-year period immediately preceding the Submission Deadline and shall provide a brief description of the matter and its resolution.

Tab C – Commercial Airline Operations and Fueling Plan

Describe the Proposer's plan for providing reliable 24-hour commercial airline support at XNA. At a minimum, the plan shall address:

1. Into-plane fueling operations;
2. Staffing by function and shift;
3. Management and supervisory coverage;
4. Proposed aircraft refueling fleet, including number, capacity, age, condition, ownership or leasing arrangements, and reserve equipment;
5. Fuel dispatch procedures and coordination with airline operations;
6. Procedures for accommodating scheduled flight banks, quick turns, delayed operations, and unscheduled service;
7. Fuel-quality control and testing;
8. Training and qualification of fueling personnel;
9. Equipment inspection and preventive maintenance;
10. Contingency plans for staffing shortages, equipment failures, fuel-supply interruptions, or other operational disruptions; and
11. Proposed performance measures for evaluating fueling reliability and service quality.

The Proposer shall specifically identify the personnel and equipment it proposes to dedicate to commercial air carrier operations at XNA.

Tab D – Fuel Farm Operations and Management Plan

Describe the Proposer's approach to operation and stewardship of the Authority's aviation fuel-storage facilities, including the planned fuel-farm facilities described in this RFP. The plan shall address, at a minimum:

1. Applicable fuel-quality and operating standards;
2. Fuel receiving, storage, testing, transfer, and dispensing procedures;
3. Inventory management and reconciliation;

4. Preventive and corrective maintenance;
5. Inspection, testing, and recordkeeping;
6. Environmental compliance and spill response;
7. Fuel-supply continuity and emergency procedures;
8. Staffing, training, and supervision;
9. Coordination with fuel suppliers and air carriers; and
10. Reporting to the Authority.

The Proposer shall identify any assumptions regarding ownership of fuel inventory, fuel procurement, maintenance responsibilities, capital replacement, or use of the Authority's planned fuel-farm facilities.

Tab E – Deicing, IROPS, Accessibility, and Airfield Support Plan

Describe the Proposer's capability to support commercial airline operations during winter weather, diversions, irregular operations, disabled-aircraft events, and other non-routine operating conditions. The plan shall include:

1. Proposed Type I and Type IV deicing equipment and capacities;
2. Staffing and training for deicing operations;
3. Deicing-fluid storage, supply, handling, and environmental procedures, including containment and collection consistent with the Authority's stormwater permit;
4. Passenger air stairs and other equipment necessary to serve aircraft at remote parking positions;
5. Ground power units, air-start units, tow tractors, tow bars, and other proposed ground-support equipment;
6. Procedures for handling commercial flight diversions and significant irregular operations;
7. Capability to assist with disabled-aircraft movement and airfield clearance;
8. Procedures and equipment for providing accessible boarding and deplaning assistance when level-entry boarding is unavailable; and
9. Coordination procedures with the Authority, airlines, emergency responders, and other airport stakeholders.

The Selected Proposer will be expected to perform assigned accessibility-support responsibilities consistent with applicable law, including 49 CFR § 27.72, applicable carrier agreements, Authority procedures, and the resulting Agreement.

Tab F – Corporate and General Aviation Operating Plan

Describe the Proposer's plan for operating a high-quality corporate and general aviation facility and operation appropriate for the Northwest Arkansas market. At a minimum, the plan shall address:

1. General aviation line services;
2. Passenger and flight-crew services;
3. Customer-service standards and staffing;
4. Concierge and ground-transportation coordination;
5. Flight-planning and crew facilities;
6. Hangar management;
7. Transient aircraft parking and ramp management;
8. Management of based-aircraft customers and corporate tenants;
9. Procedures for publishing and administering fuel prices and other fees;
10. Aircraft detailing and other ancillary services proposed by the Proposer; and
11. Proposed methods for measuring and improving customer service.

Tab G – Safety, Security, Training, and Regulatory Compliance

Describe the Proposer's safety management and regulatory compliance programs. At a minimum, provide:

1. Safety management structure and responsible personnel;
2. Initial and recurrent employee training programs;

3. Fuel-handling training and qualification programs;
4. Aircraft damage prevention procedures;
5. Vehicle and ramp safety programs;
6. Hazard and incident reporting;
7. Incident investigation and corrective action procedures;
8. Emergency response procedures;
9. Security and Airport badging compliance;
10. Procedures for monitoring subcontractor compliance; and
11. Processes for maintaining compliance with applicable FAA, DOT, TSA, OSHA, EPA, fire-code, airline, Authority, and other requirements.

The Proposer shall identify the industry standards and programs upon which its operating procedures are based, including applicable FAA guidance, ATA Specification 103, NFPA 407, NATA Safety 1st or an Authority-approved equivalent, and the Authority's Airport Certification Manual, Minimum Standards, safety requirements, and other applicable procedures.

Tab H – Staffing and Management Plan

Provide an organizational chart and proposed staffing plan for the XNA operation. Identify:

1. Proposed General Manager and other key management positions;
2. Minimum staffing by operational function and shift;
3. Number and classifications of full-time and part-time employees;
4. Management coverage during nights, weekends, holidays, severe weather, and irregular operations;
5. Employee recruitment and retention strategy;
6. Proposed training and qualification requirements;
7. Use of subcontractors, if any; and
8. Plans for maintaining adequate staffing during significant airline disruptions, severe weather, or other periods of unusually high demand.

Resumes for key proposed personnel may be included in an appendix and will not count toward the Proposal page limitation.

Tab I – Capital Redevelopment and Facility Improvement Plan

Provide a proposed capital program for the leased premises and facilities. The Capital Plan shall identify:

1. Proposed renovations, replacements, expansions, or new construction;
2. Improvements necessary to provide the services proposed in the Proposal;
3. Conceptual architectural plans or renderings, if available;
4. Estimated cost of each major proposed improvement;
5. Total committed capital investment;
6. Proposed sources of capital;
7. Design, approval, permitting, and construction schedule;
8. Construction phasing;
9. Measures to prevent disruption to airline and FBO operations during construction;
10. Proposed responsibility for lifecycle replacement and major maintenance; and
11. Proposed schedule for completing each capital commitment.

The Proposer shall distinguish clearly between committed capital improvements and improvements that are conceptual, discretionary, dependent upon future demand, or subject to additional Authority investment. All final improvements will be subject to applicable Authority review and approval requirements and the terms of the Agreement.

Tab J – Operational Transition and Day-One Readiness Plan

Because uninterrupted commercial airline fueling and ground-support operations are essential to XNA, the Proposer shall provide a detailed transition and operational-readiness plan. The plan shall begin sufficiently in advance of the expiration of the incumbent lease on October 30, 2028, and shall identify all

critical activities necessary for the Proposer to assume operations without an interruption in required services. At a minimum, address:

1. Transition management structure;
2. Critical-path schedule and major milestones;
3. Recruitment and training of employees;
4. Acquisition and delivery of required vehicles and equipment;
5. Airport security badging and driver qualification;
6. Airline coordination and required approvals;
7. Fuel-quality and operational certifications;
8. Fuel-farm transition;
9. Information technology and communications systems;
10. Tenant and customer transition;
11. Emergency and contingency arrangements;
12. Operational-readiness testing and exercises;
13. Final readiness review; and
14. Procedures for maintaining uninterrupted service if unforeseen conditions arise during the transition.

The Proposal shall identify all actions the Proposer believes must be completed by the Authority, incumbent operator, airlines, or other parties in order to accomplish the proposed transition.

Tab K – Exceptions, Assumptions, and Requested Deviations

The Proposer shall provide a consolidated list of all:

- Exceptions to requirements of this RFP;
- Requested modifications to proposed commercial or operating terms;
- Material assumptions upon which the Proposal is based; and
- Proposed deviations from the requirements of the RFP.

Each exception shall reference the applicable RFP or Agreement provision and include the exact alternative language or treatment proposed.

Failure to identify an exception in this section may be considered by the Authority as the Proposer's acceptance of the applicable requirement, subject to negotiation and execution of the final Agreement.

B. VOLUME II – FINANCIAL PROPOSAL

Volume II shall contain the Proposer's complete financial offer.

1. Financial Offer

Complete all Authority-provided financial proposal forms and identify, as applicable:

- Proposed ground rent and rent for improved structures;
- Minimum Annual Guarantee ("MAG") and frequency / timing of payments;
- Proposed fuel farm facility rental rates;
- Concession or percentage-of-gross-revenue payments;
- Proposed payments associated with use or operation of the Authority's fuel facilities;
- Other proposed fees or revenue participation payable to the Authority;
- Proposed escalation methodology; and
- Any requested financial concessions, credits, offsets, or Authority participation.

All assumptions underlying the financial offer shall be clearly stated.

2. Financial Projections

Provide a minimum ten-year pro forma for the proposed operation showing, at a minimum:

- Fuel volumes;
- FBO and hangar revenues;
- Commercial airline-service revenues;
- Operating expenses;
- Authority payments;
- Capital expenditures;
- Major maintenance and equipment replacement;
- Operating income; and
- Underlying traffic, pricing, and escalation assumptions.

The Authority may use these projections to evaluate the sustainability and reasonableness of the Proposal and shall not be bound by a Proposer's forecasts.

3. Financial Capacity

Provide:

1. Three consecutive years of audited financial statements, if available;

2. Current interim financial statements;

3. Evidence of available capital;

4. Letters or other evidence supporting proposed debt or equity financing;

5. Identification of any parent-company financial support or guaranty proposed; and

6. Any other information demonstrating the Proposer's financial capacity to perform its proposed obligations.

If audited financial statements are unavailable because of the Proposer's ownership or organizational structure, the Proposer shall identify the alternative financial information provided for the Authority's consideration.

Submission Instructions and Authority Disclaimers

- **Delivery Address:** Northwest Arkansas Regional Airport Authority, Attention: Andrew Branch, Chief Operating Officer, One Airport Boulevard, Suite 100, Bentonville, AR 72712.
- **Format:** One original hard copy, five duplicate hard copies, and one encrypted USB drive containing searchable PDF files.
- **Virus-Free Certification:** The Proposal shall include a signed version of the virus-free certification set out in Exhibit 4.
- **Authority Reservation of Rights:** The Authority reserves the right to reject any or all proposals, waive any technicalities or informalities, negotiate directly with one or more respondents, re-issue the solicitation, or cancel the RFP entirely if determined to be in the best interest of the Northwest Arkansas Regional Airport Authority.

SECTION 5: EXHIBITS

EXHIBIT 1: Current FBO Facilities

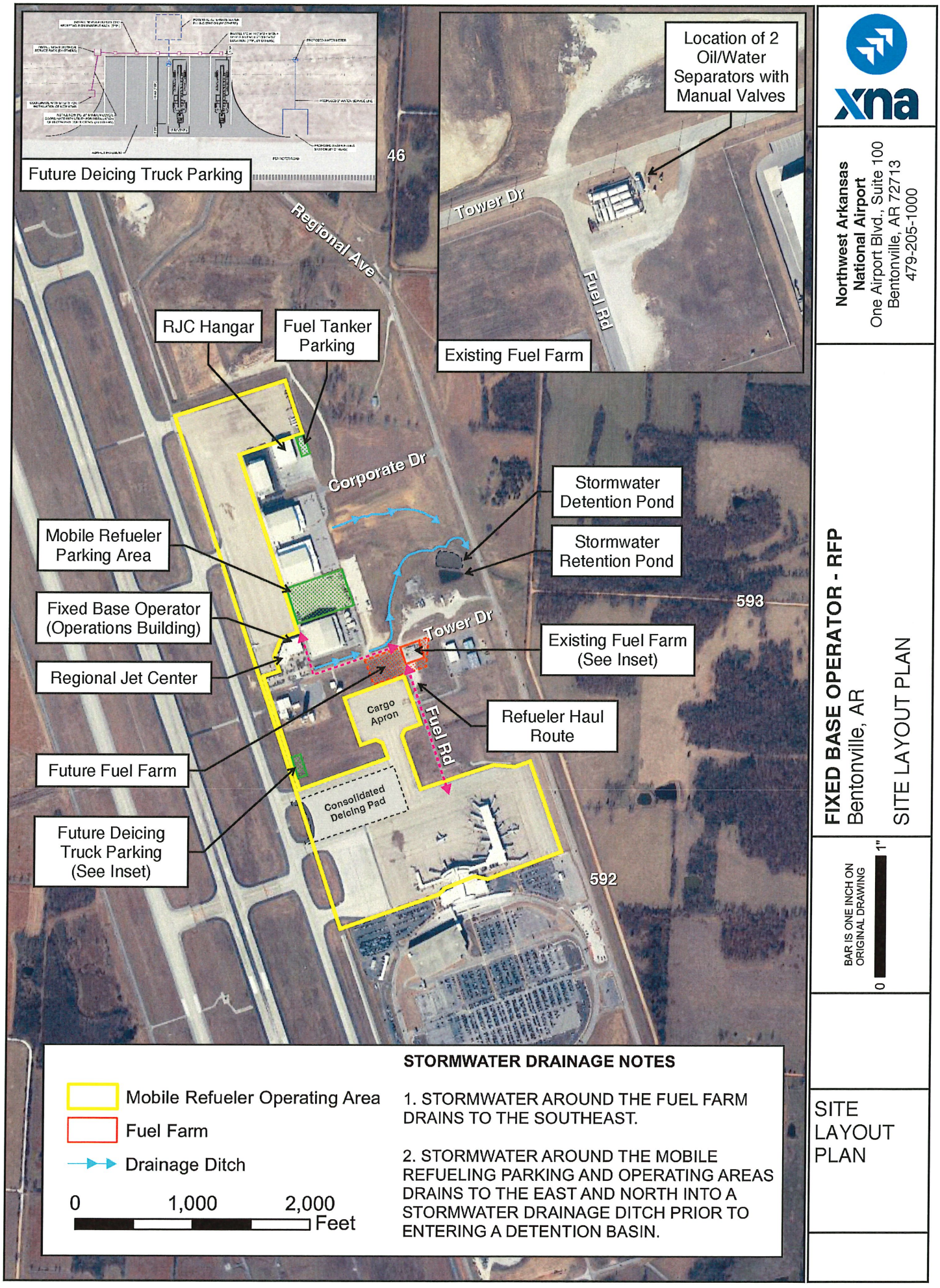
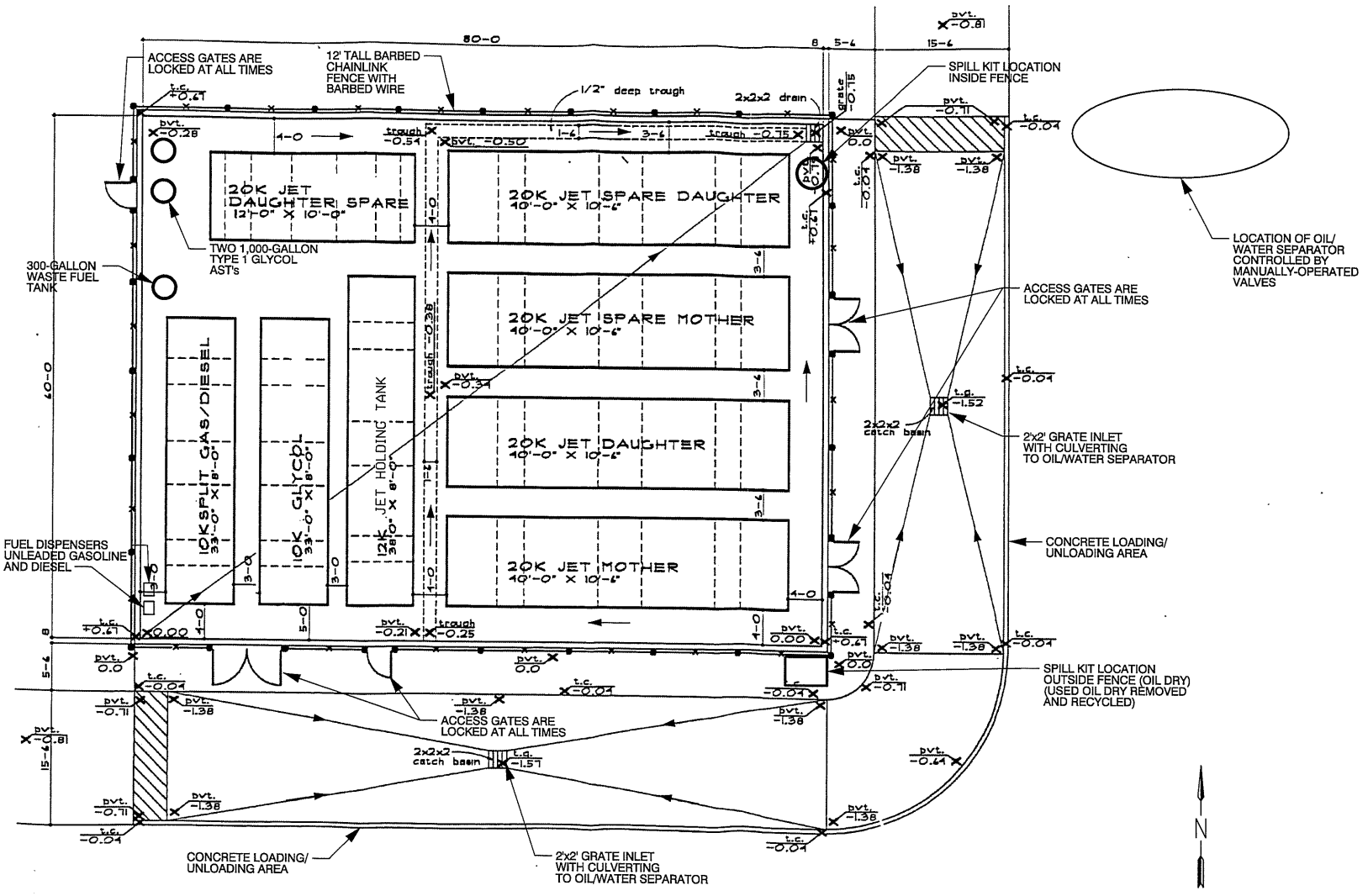

Future Deicing Truck Parking
Location of 2 Oil/Water Separators with Manual Valves
Existing Fuel Farm
Tower Dr
Fuel Rd
46
Regional Ave
RJC Hangar
Fuel Tanker Parking
Corporate Dr
Stormwater Detention Pond
Stormwater Retention Pond
Mobile Refueler Parking Area
Fixed Base Operator (Operations Building)
Regional Jet Center
Future Fuel Farm
Future Deicing Truck Parking (See Inset)
Existing Fuel Farm (See Inset)
Refueler Haul Route
Cargo Apron
Consolidated Deicing Pad
593
592
Mobile Refueler Operating Area
Fuel Farm
Drainage Ditch
0
1,000
2,000
Feet
STORMWATER DRAINAGE NOTES
1. STORMWATER AROUND THE FUEL FARM DRAINS TO THE SOUTHEAST.
2. STORMWATER AROUND THE MOBILE REFUELING PARKING AND OPERATING AREAS DRAINS TO THE EAST AND NORTH INTO A STORMWATER DRAINAGE DITCH PRIOR TO ENTERING A DETENTION BASIN.
XNA
Northwest Arkansas National Airport
One Airport Blvd., Suite 100
Bentonville, AR 72713
479-205-1000
FIXED BASE OPERATOR - RFP
Bentonville, AR
SITE LAYOUT PLAN
BAR IS ONE INCH ON ORIGINAL DRAWING
0
1"
SITE LAYOUT PLAN

EXHIBIT 2: Fuel Farm Facilities

Existing Fuel Farm



REFERENCE PROVIDED BY REGIONAL JET CENTER
BASED ON PROPOSAL DRAWINGS FROM DEES OIL COMPANY
DATED: MARCH 5, 1998

GARVER

CERTIFICATE OF AUTHORIZATION
GARVER LLC
No. 766
ARKANSAS ENGINEER

REV	DATE	DESCRIPTION	BY
1	XX/XX/XXXX	XXXX	XXX

REGIONAL JET CENTER
NORTHWEST ARKANSAS REGIONAL AIRPORT
BENTONVILLE, ARKANSAS

SPCCP LAYOUT

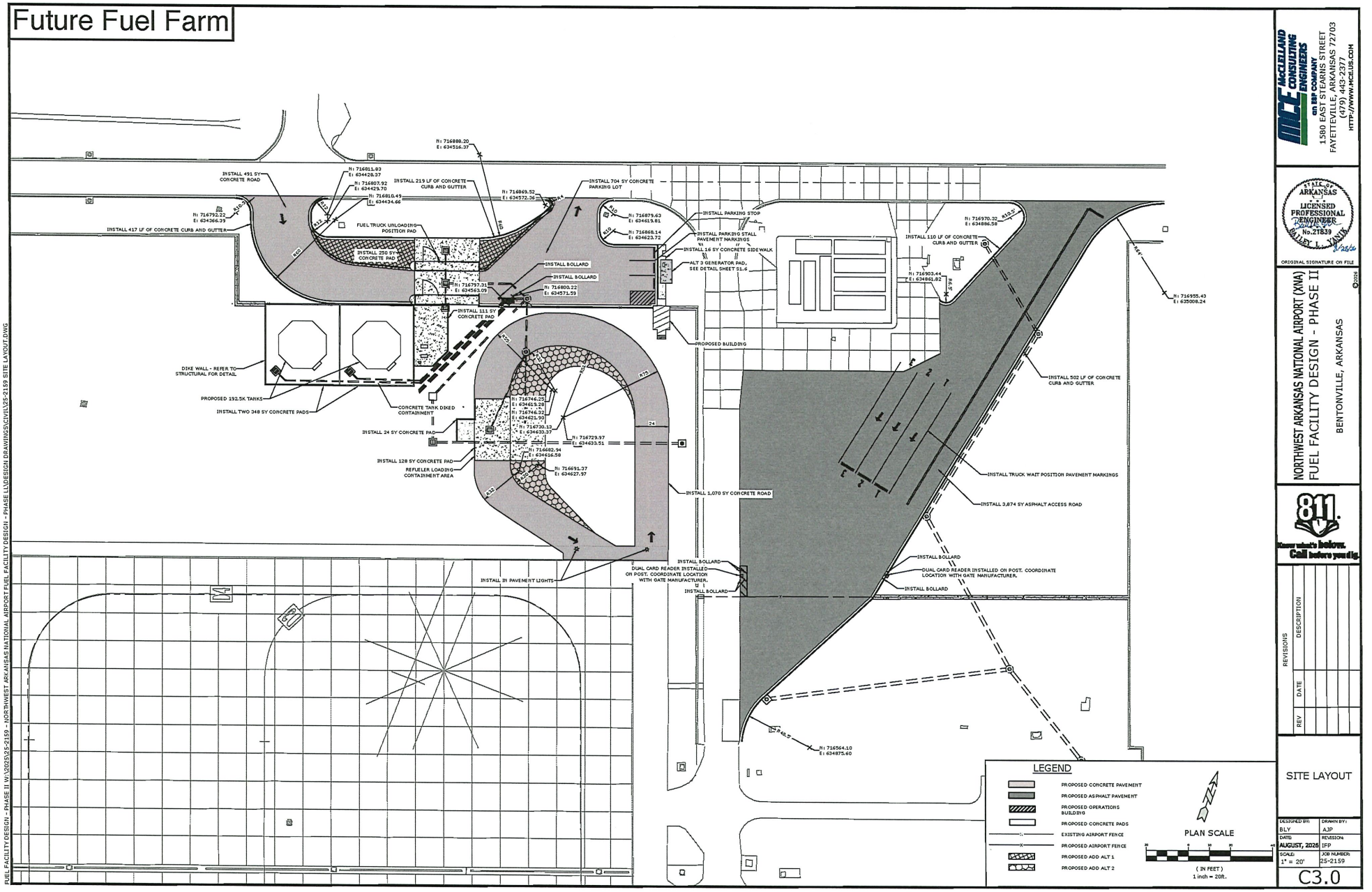
SPCCP
FUEL FARM
LAYOUT PLAN

JOB NO.: 22A43960
DATE: SEPT., 2022
DESIGNED BY: RCM
DRAWN BY: RCM

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
G-101

RDMountain 10/5/2022 9:11:39 AM
WORKSPACE: Garver_2017
L:\2022\22A13162 - RJC SPCC Update 2022\GIS\ExcelData\2022\[RJC_Tank Farm--FINAL.xlsx]Edge
REVISED DATE:



McCLELAND CONSULTING ENGINEERS
an EBP COMPANY
1580 EAST STEARNS STREET
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
HTTP://WWW.MCELS.COM

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 21839
BAILEY L. YANDA
ORIGINAL SIGNATURE ON FILE

NORTHWEST ARKANSAS NATIONAL AIRPORT (XNA)
FUEL FACILITY DESIGN - PHASE II
BENTONVILLE, ARKANSAS

811 Know what's below. Call before you dig.

REVISIONS		
REV	DATE	DESCRIPTION

SITE LAYOUT

DESIGNED BY: BLY	DRAWN BY: AJP
DATE: AUGUST, 2025	REVISION:
SCALE: 1" = 20'	JOB NUMBER: 25-2159

C3.0

FUEL FACILITY DESIGN - PHASE II W:\2025\25-2159 - NORTHWEST ARKANSAS NATIONAL AIRPORT FUEL FACILITY DESIGN - PHASE II\DESIGN DRAWINGS\CIVIL\25-2159 SITE LAYOUT.DWG

EXHIBIT 3: Minimum Standards



Northwest Arkansas Regional Airport

Minimum Standards

For

Aeronautical Activities



Northwest Arkansas Regional Airport

Section I

General Requirements

STATEMENT OF POLICY

The objective of the Northwest Arkansas Regional Airport is to provide a safe and efficient environment for the conduct of commercial activities, while at the same time providing a level of aeronautical services commensurate with the needs of the flying public.

All aeronautical activities must adhere to the minimum requirements and standards established by the Airport Authority and set forth herein ("Minimum Standards")

In all cases where the words "standards" or "requirements" appear herein it shall be understood that they are modified by the word "minimum."

A. Lease Required

The provisions of any such contract must comply with the Minimum Standards. The requirements of the Minimum Standards shall be incorporated into all leases and agreements between the Airport Authority and any person or persons, firm, or corporation desiring to be based on the Airport and engage in any commercial aeronautical services and activities. The Minimum Standards and information relative to rentals, fees, and charges applicable to the aeronautical services included herein will be made available to the prospective commercial operator by the Airport Authority at the time of application or during the contract negotiations.

An Operator shall not engage in any commercial activity not specifically authorized by the lease.

An Operator subleasing from another Operator on the Airport shall meet all the Minimum Standards for the category(s) of services to be furnished except for the lease of land and facilities. All sub leases and sub lessees must be approved by the Board of Directors prior to operation.

B. Modification/Addition to Minimum Standards

The right shall be reserved by the Airport Authority to modify or waive any portion of the Minimum Standards when it is determined that it is in the best interest of the Airport Authority, and will not result in unjust discrimination among commercial airport operators at the airport.

C. Activities Not Covered by the Minimum Standards

Any activities for which there are no specific Minimum Standards set forth herein shall be subject to such standards and provisions as are developed by the Airport Director on a case-by-case basis and set forth in such commercial airport operators' written lease, license, permit or agreement with the Airport Authority. Policy making aspects of these standards shall be performed by the Airport Director; however, all Operators and prospective operators are reminded that the Airport Authority is governed by a Board of Directors. Thus, all of its decisions are rendered by the Board. Any representations, commitments or recommendations made by the Airport Authority's staff or personnel are subject to review and approval by the Board of Directors.

D. Rights Reserved For Application Denial

The Airport Director shall be responsible for processing an application for a lease, permit or agreement to conduct activities at the airport any lease, permit or agreement not meeting the criteria outlined in these Minimum Standards is subject to approval by the Airport Authority. The Airport Director reserves the right to deny any application if the Airport Director determines that:

1. The applicant does not meet the qualifications and standards set forth in these Minimum Standards;

2. No appropriate space or land at the airport is available to accommodate the proposed activities;

3. The activities will require the NWARAA to expend funds, or supply labor or materials as a result of the applicant's activities or will result in a financial loss to the airport.

4. The proposed activities are not consistent with the Airport Layout Plan as derived from the Airport Master Plan.

5. The proposed activities are likely to result in a congestion of aircraft or buildings, a reduction in airport capacity or an undue interference with airport operations or operations of any existing airport users at the airport.

6. The proposed activities would pose a safety hazard to the airport.

7. The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a lease, license, permit or agreement.

8. The applicant has a known record of violating the rules and regulations of the NWARAA, these Minimum Standards, Federal Aviation Regulations or any other laws, ordinances, rules or regulations; The applicant must provide a financial responsibility/capability statement (hereinafter "Statement").

9. The Airport Authority and the operator supporting the proposed activities have not properly executed a written agreement.

10. The applicant does not have the technical capabilities or experience or is unable to provide a financial responsibility/capability statement to properly conduct the proposed activities.

E. Appeal Process

The applicant shall have the ability to appeal the denial of an application by the Airport Director, subject to the following provisions:

1. The applicant must provide written notice of appeal to the Airport Director within ten (10) calendar days of said denial.

2. The notice of appeal will be forwarded to the operations committee of the Board of Directors for review.

3. The applicant will be notified in writing of the date of the scheduled appeal review.

4. The applicant must be present at the appeal review, or the Airport Director's denial shall remain unchanged.

5. The operations committee of the Board of Directors shall take comments from the applicant and the Airport Director about the appeal.

6. The operations committee of the Board of Directors shall render its decision in writing within ten (10) calendar days of the conclusion of the hearing and the decision shall be final as to the denial or approval of the application.

F. Applications of Minimum Standards

These standards are meant to cover the operation of aeronautical activities, and multiple services. All persons conducting commercial activities at the airport (hereafter known as commercial airport operator), shall as a condition of conducting such activities, comply with all applicable requirements concerning such activities as set forth in these minimum operating standards any amendments thereto. All operators will be encouraged to exceed minimums; none will be allowed to operate under conditions below the minimums.

A person, firm, or corporation desiring to engage in such an additional aeronautical activity in pursuant to one lease, license, permit or agreement with the NWARAA shall comply with the Minimum Standards set forth herein for each separate activity being conducted. If the Minimum Standards for one of the aeronautical activities are inconsistent with the Minimum Standards for another of the aeronautical activities the Minimum Standards benefiting the Airport shall apply.

These Minimum Standards shall be deemed to be part of each commercial airport operator's lease, license, permit, and/or use agreement with the Airport Authority unless any such provision are waived or modified by the NWARAA. The mere omission of any particular standard from a commercial airport operator's written lease, license and/or use agreement with the Airport Authority shall constitute a waiver or modification of such standard in the absence of clear and convincing evidence that the Airport Authority intended to waive or modify such standard.

G. Business Permit Application

A prospective Commercial Operator (hereinafter "Applicant") who desires to conduct any commercial aeronautical activities covered by these Minimum Standards shall prior to any aeronautical activity, submit, in written form, to the Airport Authority an aeronautical business permit application to, and receive approval thereof, from the Airport Director. At the time of the application, the Airport Authority may request the following information and, thereafter, the Airport Authority may request such additional information as.

1. Intended Scope of Activities

    a. An applicant must submit a detailed prospectus identifying the scope of the proposed operations including all services to be offered;

    b. The amount of land, office space, and/ or aircraft storage areas required for operation;

    c. The hours of proposed operation.

    d. A detailed description and technical qualifications to conducting such activity, including personal references.

    e. The plans for financing such operation and construction, and to conduct any proposed activities.

    f. A detailed description of the applicant's activities, including term of lease, license, permit of agreement sought, including all option periods.

    g. One of the following:

        1. If the applicant, is a corporation, a copy of the articles of the corporation as filed with the Corporation Commission;

        2. If the applicant is a limited liability company, a copy of the articles of organization filed with the Corporation Commission;

3. If the applicant is a limit partnership, a copy of the certificate of limited partnership filed with the Secretary of State; or

4. If the applicant is a general partnership, a copy of the written partnership agreement;

h. An original copy of a certificate of insurance authorizing the applicant to do business in the State of Arkansas. The Operator shall comply with the insurance requirements shown in Appendix A, and naming the Northwest Arkansas Regional Airport as additional insured.

i. A copy of a lease/ sublease with the NWARAA.

j. A rates and charges schedule of all services to be conducted at the Northwest Arkansas Regional Airport.

k. In good standing with the Federal Aviation Administration (FAA), and all applicable (FAA) certificates.

H. FINANCIAL REQUIREMENTS

The Northwest Arkansas Regional Airport Authority will do its due diligence to review a new applicant's financial condition based on the proposed business and operating risk. This will be based off all or part of the following items:

1. Current audited financial statements – if over six months old, the operator shall provide audited statements and internal stub financials with certified statement from a corporate officer that there are no material changes in the company's reporting, business operations, debt, etc. and there are no material changes in the company's reporting, business operations, debt, etc., and that there are no undisclosed legal matters. If an applicant has no audited statements (for whatever reason), then the operator shall provide three years of un-audited financials. NWARAA's financial statement review shall include all relevant information, including without limitation:

(a) Satisfactory Asset to Current Liability Ratio.

(b) Cash- NWARAA shall verify if there are any restrictions.

(c) Verification of receivables if over 50% of current assets.

(d) Dunn and Bradstreet number if available.

I. GENERAL PROVISION REQUIREMENTS

1. Unless otherwise stated, all leases, licenses, permits or agreements with Northwest Arkansas Regional Airport Authority which effect the airport are subject to the following provisions:

a. Rights to engage in specific activities at the airport are non-exclusive.

b. Defense and indemnification of the NWARA, Board of Directors, representatives, directors, and and employees from and against all damage, claims, suits, actions, losses and expenses (including court costs and attorney fees) for personal injury or death or for property damage or loss of use of the airport.

c. No lease, license, permit, agreement or rights hereunder, shall be assigned without the prior written consent of the NWARAA. The Airport Director may require any potential applicant evidence of financial capability, and the ability to demonstrate the availability of resources to initiate operations at least thirty (30) days prior to the proposed assignment.

d. Operators seeking to conduct business activities at the airport shall not proceed with any construction or remodeling on the airport premises without posting appropriate payment and performance bonds. Before commencing any improvements or modifications the commercial operator shall submit detailed construction and modification plans to the NWARAA. A formal plan shall be submitted of all work to be completed for review and will abide by the rules set forth in the NWARA Building and Fire Code. All new construction shall be in accordance with the NWARA Construction Guidelines for New Airport Construction. Title to any and all buildings and appurtenances, which may be built on airport property, shall revert to the Authority when and if the subject operator terminates the lease, license, permit, or agreement for any reason, or at the end of the lease period.

e. The Airport Authority reserves the right for final approval on location decisions.

f. Fixed Base Operators, Commercial Operators and Airport Tenants shall adhere to the NWARAA minimum insurance requirements, and failure to abide by these minimums will be cause for termination of their lease, license, permit, or agreement no later than thirty (30) days after notice of default.

g. All FAA required provisions.

I. GENERAL OPERATIONAL REQUIREMENTS

1. Airport Rules and Procedures
   Each Operator shall abide by the rules and regulations set forth in these Minimum Standards, and any other federal, state, and local laws, ordinances, orders, rules and regulations pertaining to such use for the operation of the Airport.

2. Rights Reserved

   The Airport reserve the right to enter upon any premises leased to operators or tenants for any lawful purpose, provided that such entry does not unreasonably interfere with the operators or tenant's use of the premises.

3. Rates and Charges

   Each Operator may determine the rates and charges for all of its activities or services, provided the Operator charges fair, reasonable, and nondiscriminatory prices to all of its customers.

4. Personnel

   Each Operator shall have in its employ, and on duty during required operating hours, trained personnel in such numbers as are required to meet the Minimum Standards in an efficient manner for each aeronautical service being performed as to its lease, license, permit or agreement. Each operator shall insure that the conduct or demeanor of its employees, subtenants, and licensees shall not unreasonably disturb, endanger or be offensive to others. Each operator shall conduct its operations in a safe, orderly, efficient and proper manner.

5. Security

All Fixed Base Operators, Commercial Operators and Airport Tenants that operate a business on the Air Operations Area of the Airport are required to follow NWARAA's badging requirements which includes being able to a pass a security background check. All Fixed Base Operators, Commercial Operators and Airport Tenants must also develop a positive key control and apron access procedures.

6. Insurance

All Fixed Base Operators, Commercial Operators and Airport Tenants shall protect the public, its customers or clients, and the Airport from any and all lawful damages, claims or liability and shall carry comprehensive general liability insurance in a company authorized to do business in the State Arkansas. The Operator shall comply with the insurance requirements shown in Appendix A. Such requirements are minimums only, and the Authority reserves the right to require higher limits of liability or other types of insurance, if in its opinion, such limits are warranted.

In addition, the Northwest Arkansas Regional Airport Authority is to be named as additional insured, supplied with a policy copy, and said policy shall have a 30-day notice of cancellation in favor of the Airport.

6. Standard Operating Procedure/ Spill Prevention Control and Countermeasure Plan

Operators dealing directly with fuel, chemicals, or other products considered by federal, state, or local authorities to be pollutants or hazardous shall provide a Spill Prevention Control and Countermeasure Plan developed by a licensed engineering firm for approval by the Airport Director and appropriate environmental agencies. In addition, each operator may be required based on pollutants and volume amounts, to be signatory to the Airport Authority's Storm Water Pollution Preventative Control Plan and general storm water permits requirements. All Fixed Base Operators, Commercial Operators and Airport Tenants shall maintain a Standard Operating Procedures (SOP) and a training curriculum that is approved by the FAA. Operators shall maintain current records on file of quality control inspections of fueling equipment, initial and recurring training of employees engaged in fueling operations, and fueling vehicle inspections. All of these inspections are subject to searches by NWARAA, and or the FAA.

7. Interference with Utilities and Systems

No operator shall do or permit to do anything that may interfere with the effectiveness or accessibility of any public utility system, sewer system, drainage system, fire protection system, sprinkler system alarm system or fire hydrant and hoses.

8. Fire Equipment

Each operator shall supply and maintain such adequate and readily accessible fire extinguishers and equipment as may be required by law and/or the NWARA fire code.

9. Vehicle Identification

Any vehicle requiring access to the Air Operations Area must be placarded with the company logos, and have an amber beacon on the roof. Each operator must have the minimum required insurance coverages as stipulated in Appendix A.

10. Indemnification

To the fullest extent permitted by law, any person accessing or using the airport or any of its facilities, and the person's successors, assigns and guarantors, shall indemnify, defend, and hold the NWARA, its agents, employees, Board of Directors, officers, and representatives harmless from and against all claims, demands, charges, penalties, obligations, fines, administrative and judicial actions or proceedings, suits, liabilities, judgments, damages, losses, costs and expenses of any kind or nature (including, but limited to, attorney fees and expenses, expert witness and consultant fees and expenses arbitration fees, court costs and the cost of appellate proceedings) arising from said access or use, or from any other act or omission of said person (and its employees, agents or anyone for whose acts or omissions said person may be liable) including, without limitation, the discharge of any duties or the exercise of any rights or privileges pursuant to these Minimum Standards or any regulations promulgated hereunder. This applies, without limitation, to claims of personal injury, bodily injury, sickness, disease or death, and to claims of property damage (including NWARA property), destruction or other impairment of every description (including, without limitation, loss of use), and to claims of environmental property damage (including, without limitation, cleanup, removal and remediation costs).

J. DEFINITIONS

Aeronautical Activity. Any activity that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

The following activities, commonly conducted on airports, are aeronautical activities within this definition: aircraft hangaring and tie down, charter operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities, which because of their direct relationship to the operation of aircraft can appropriately be regarded as an "Aeronautical Activity".

Air Operations Area (AOA). That portion of the Airport designated for use by aircraft and including all runways, taxiways, ramps, aprons and any other areas so delineated for use by aircraft, inside the perimeter fence.

Airport. Northwest Arkansas Regional Airport, Alice L. Walton Terminal Building, One Airport Blvd, Suite 100, Bentonville, AR 72712.

Airport Authority. Is defined as the Northwest Arkansas Regional Airport Authority, responsible for the operation of the Northwest Arkansas Regional Airport.

Airport Director. The designated individual or duly authorized representative appointed by the Northwest Arkansas Regional Airport Authority to manage the operation and assist in the development of the Northwest Arkansas Regional Airport.

Assurance. An assurance is a provision contained in a Federal grant agreement to which the recipient of federal airport development assistance has voluntarily agreed to comply with in consideration of the assistance provided.

Commercial Aviation Operator. Any person, firm or corporation engaging in an activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of, such aircraft operations, the purpose of such activity being to secure earnings, income, compensation or profit, whether or not such objective or objectives are accomplished.

Full Service Fixed Base Operator. Hereinafter "FBO". Any person, firm or corporation that is authorized and required by contract with the Airport Authority to provide, at a minimum, the following Aeronautical Activities at the Airport:

1. Sale of aviation fuel and lubricants
2. Tie down, hangar storage, and parking
3. Aircraft maintenance
4. Collection of landing and parking fees on behalf of the Airport Authority.

Land Use Plan. A scaled, dimensional layout of the entire airport property. The primary function of the plan is to indicate the current and proposed use for each identifiable segment of property and activities, as well as the airport sponsor's intentions for the future allocation of the airport property.

Grant agreement. As used in this document, a grant agreement represents any agreement made between the FAA (on the behalf of the United States) and an airport sponsor, whether it be for the grant of federal funding or a conveyance of land, each of which the airport sponsor agrees to use for airport or aeronautical purposes.

Minimum Standards. The qualifications or criteria set forth herein as the minimum requirements that must be met as a condition for a Commercial or a Non-Commercial Operator to conduct an Aeronautical Activity on the Airport.

Non-Commercial Operator. Is, or is wholly owned by, a person, partnership, corporation or other organized entity that operates and whether owns or leases aircraft for personal or recreational purposes. In the case of a business, the operation of aircraft must be an ancillary unit to support the business's purposes by providing transportation for the exclusive use of its employees or agents. In all cases the Non-Commercial Operator neither offers nor provides Aeronautical Activity services for compensation provided, however, that Non-Commercial Operators may provide hangar storage services to the general aviation public under the terms and conditions set forth herein.

Operator. As used in these Minimum Standards, the term "Operator" refers to both Commercial Operators and Non-Commercial Operators.

Exclusive Right. A power, privilege, or other right excluding or barring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

Proprietary Exclusive. The owner of a public-use airport (public or private owner) may elect to provide any or all of the aeronautical services needed by the public at the airport.

Public-use airport. Means (A) a public airport; or (B) a privately owned airport used or intended to be used for public purposes that is (i) a reliever airport; or (ii) determined by the Secretary to have at least 2,500 passenger enplanements each year and to receive scheduled passenger aircraft service.

Public Airport. Means any airport used or intended to be used for public purposes (A) that is under the control of a public agency; and (B) of which the area used or intended to be used for the landing, taking off, or surface maneuvering of aircraft is publicly owned.

Private-use airport. Publicly owned or privately owned airports not open to the public.



Section II

Fixed Base Operators

Section II
FIXED BASE OPERATORS

Section 2-1. STATEMENT OF CONCEPT.

A Fixed Base Operator is defined as a commercial operator engaged in a wide range of Aeronautical and Commercial Activities which may be authorized by the Airport Authority on airport property, at a minimum, the following activities:

A. Aircraft fueling and lubricants;
B. Aircraft line services;
C. Aircraft storage and parking.
D. Other services to general aviation users including but not limited to, public restrooms, waiting area, flight planning, and other common passenger services.
E. Aircraft maintenance.

In addition to these activities, an FBO may also provide any or all of the Aeronautical Activities listed in Section III (B) through (L), below. The Minimum Standards for such activities are contained within such sections.

Insurance Coverage shall be required by the Airport Authority as stated in appendix A.

The following Minimum Standards and requirements apply to the activities and services, which must be provided by an FBO.

A. AVIATION FUELING REQUIREMENTS

1. A fixed base operator shall comply with the National Fire Protection Association's codes and standards, as amended, FAA Advisory Circular 150/5230-4 all requirements of the rules and regulations, and all other applicable laws related to fuel, handling, dispensing and storage.

2. A fixed base operator shall at all times maintain the ability to provide a reasonable supply of aviation gasoline and turbine engine fuel for airport users, in an area that is designated by the Airport Director. A fixed base operator shall not build or modify any fuel storage or distribution facilities without the written consent of the NWARA, and without complying with all state and federal safety standards. The NWARA may inspect such facilities periodically to ensure compliance with all standards.

3. A fixed base operator shall provide dispensing equipment sufficient to serve the needs of the airport. All equipment must be approved by the Airport Director and shall meet all state and federal safety standards. The metering devices shall be annually inspected, checked and certified by appropriate state and local agencies. The NWARA may inspect such equipment periodically to ensure compliance with all standards.

4. Personnel Requirements

   a. Sufficient service personnel shall be available at all times to provide the required fueling services.

   b. All fuel handler personnel must attend training courses, and receive periodic refresher training as required by the Airport Director, airport fire department, and the FAA.

5. Operating Requirements

   a. The fixed base operator shall be capable of providing aircraft fueling services unless

otherwise agreed to in writing by the Airport Director.

b. Fueling services shall be continuously offered and available to the public 24-hours a day, 365 days a year.

c. The FAA and the NWARA may periodically conduct inspections of the fixed base operator's activities and to ensure adherence to safe practices.

B. *AIRCRAFT LINE SERVICES*

1. A fixed based operator shall employ and have on-duty during normal business hours at least one person capable of providing aircraft marshaling service.

2. A fixed base operator shall provide aircraft towing equipment to safely and efficiently move aircraft as necessary.

3. A fixed base operator shall maintain tools, jacks, tire repair equipment, portable compressed air tanks, recharging or energizing aircraft batteries, and emergency starting equipment for general service of aircraft.

4. A fixed base operator shall have an adequate supply of chocks and tie down equipment for securing aircraft.

5. A fixed base operator shall maintain an adequate number of approved and inspected fire extinguishers, and sufficient safety equipment for operations.

6. A fixed base operator shall provide aircraft de-icing equipment as required during winter operations.

7. Spill control equipment as specified by the SPCC Plan provided to the airport.

8. At least one courtesy vehicle capable of providing transportation to crews, and passengers.

9. Personnel Requirements

   a. All personnel assigned to these duties shall be properly trained for line service operations. This shall include a FAA approved aviation fueling program.

   b. The fixed base operator shall supply adequate staffing at all times to meet the service demands.

10. Operating Requirements

    a. A fixed based operator shall be capable of servicing all aircraft types that are expected to use the airport.

    b. NWARA may periodically conduct inspections of line services for safe operating practices.

C. *AIRCRAFT STORAGE*

A fixed base operator shall lease, rent or license aircraft storage facilities to aircraft owners or operators solely for aircraft storage.

D. *OTHER SERVICES*

Sufficient space for crew and passenger lounge facilities including the availability of public

telephones and restrooms, sufficient space for pilot flight planning activities, a conference room, and a customer service area sufficiently equipped to meet the needs of the traveling public. A minimum of 5,000 square feet is required.

E. AIRCRAFT MAINTENANCE

1. Facility Requirements

   A fixed base operator shall provide a facility to conduct major and/or minor airframe, engine and accessory overhaul repair services on aircraft, including jet and propeller aircraft. The FBO must also provide sufficient shop space to support the performance of such activities.

2. Equipment Requirements

   All equipment, supplies, and availability of parts necessary to the proper performance of maintenance services on aircraft and power plants, required for certification by the FAA as an approved repair station.

3. Personnel Requirements

   A minimum of one (1) FAA licensed airframe and power plant mechanic properly trained and qualified to perform maintenance services on general aviation aircraft types frequenting the airport.

4. Operating Requirements

   A fixed base operator must adhere to FAA standards for maintenance activities.

5. Hours of Operations

   A fixed base operator must have on duty during normal business hours at least one licensed FAA mechanic.

F. AIRCRAFT REMOVAL

The FBO shall be prepared to lend assistance in case of an emergency aircraft removal.

Northwest Arkansas Regional Airport

Section III

Commercial Aviation Operations

SECTION III
COMMERCIAL AVIATION OPERATIONS

The following Aeronautical Activities may be provided by a Commercial Operator at the Airport, provided the Operator complies with the Minimum Standards. To the extent that a Commercial Aviation Operator (CAO) provides any of the following activities, the Minimum Standards regarding facilities and land can either be met by directly leasing the needed facilities from the Airport Authority or through a sublease from an existing Operator at the Airport. In all cases a CAO must be under written agreement with the Airport Authority to provide the authorized service. CAOs are prohibited from providing any of the services listed in Section II, Fixed Base Operators. However, FBOs are permitted to provide Commercial Aviation Operations.

A. FACILITY REQUIREMENTS

Each CAO shall lease from the Airport Authority an area of land on which will be erected a building, or sublease from an existing Operator with the Airport Authority's approval suitable accommodations for the conduct of business. Each CAO shall:

1. Maintain office facilities on the premises.
2. Provide automobile parking for its clientele on off-street premises.
3. If applicable, provide sufficient indoor or outdoor storage for aircraft so as not to obstruct or impair the operation of the Airport or the enjoyment of others.
4. Provide all other utilities and support facilities as required.

The Airport Authority is under no obligation to construct and provide privately used aircraft aprons or taxiways. In the event the facility location requires the construction of either aprons and/or taxiways, these pavements shall meet the FAA standards for the largest aircraft type anticipated to use the Operator's facility.

B. AIRCRAFT SALES

1. STATEMENT-OF-CONCEPT

   An aircraft sales service operator means a person engaged in the sale or brokerage of new and/or used aircraft.

2. MINIMUM STANDARDS

   a. Leasehold

      The Dealer shall lease or cause to be constructed a structure of a minimum 100 square feet providing appropriate office space.

   b. Dealership

      The Dealer shall hold and maintain all applicable licenses and/or permits that may be required by law or regulation to do business in the State of Arkansas.

   c. Insurance Coverage

      The Dealer shall provide the necessary insurance as required by the Airport Authority. As set forth in Appendix A.

d. Fees

Pay fees as prescribed by the lease, license or permit.

C. *AIRCRAFT AIRFAME AND POWER PLANT MAINTENANCE AND REPAIR SERVICES*

1. STATEMENT OF CONCEPT

An aircraft airframe and power plant maintenance and repair service operator provides one or more of the following repair services: airframe, engine, or accessory overhaul on aircraft up to and including commercial jet aircraft and helicopters; and sales of aircraft parts and accessories.

2. MINIMUM STANDARDS

a. Leasehold

The Operator shall lease adequate land for the proposed activities. The Operator shall lease an existing facility or construct a building sufficient to provide a minimum of 10,000 square feet of shop and hangar space meeting FAA repair station certification requirements plus adequate office space, customer lounge, public use telephone and appropriate public restrooms. No major maintenance, repair operations, or business activities may be conducted at any time inside hangars/shades or other structures not designed for such function.

b. Services Provided

The Operator shall provide sufficient shop space, equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair station.

c. Personnel

The Operator shall have in its employ, and on duty during the appropriate business hours; trained personnel in such numbers as are necessary to meet FAA requirements. This includes one (1) person currently certified by the FAA with ratings appropriate for the work being performed, and who holds an airframe, power plant, or an aircraft inspector rating. The Operator also must maintain a current FAR Part 145 Certificate.

d. Equipment

Sufficient equipment, supplies, and availability of parts to perform maintenance in accordance with manufacturers' recommendations and all applicable Federal Aviation Regulations.

e. Safety Precautions

The Operator shall conduct all maintenance operations in accordance with applicable NWARA Rules and Regulations; NFPA, and other applicable governmental safety regulations.

f. Insurance Coverage

The Operator shall provide the necessary insurance as required by the Airport Authority. As set forth in Appendix A.

g. Fees

Pay fees as prescribed by lease, license, permit or agreement.

D. AIRCRAFT LEASE AND/OR RENTAL SERVICES

1. STATEMENT-OF-CONCEPT

An aircraft leasing or rental services operator means a person engaged in the lease or rental of aircraft to the public, and shall comply with the following standards.

2. MINIMUM STANDARDS

a. Leasehold

The leasehold shall contain adequate land to provide space for aircraft parking and building and vehicular parking. The Agent shall lease or construct a building sufficient to provide a minimum of 100 square feet of office space for the public.

b. Hours of Operation

The Agent shall have its facilities open and services available during normal business hours.

c. Personnel

The Agent shall employ one person with authorization to represent the leasing agent.

d. Aircraft

The Agent shall have available for rental, whether owned or under written lease, a sufficient number of aircraft to handle the proposed scope of its operation. Copies of any lease agreements for aircraft not owned by the Agent shall be provided to the Airport Director.

e. Insurance Coverage

The Agent shall provide the necessary insurance as required by the Airport Authority. As set forth in Appendix A

f. Fees

Pay fees as prescribed by lease, license, permit or agreement.

E. FLIGHT INSTRUCTION

1. STATEMENT OF CONCEPT

A flight training services operator means a person engaged in providing basic and advanced flight instruction in dual and solo training, for any type of fixed or rotary wing aircraft for categories of pilots' licenses and ratings required. This includes ground school instruction as is necessary for written examinations.

2. MINIMUM STANDARDS

a. Leasehold

The leasehold shall contain adequate land to provide space for buildings, aircraft tie downs and vehicular parking. The school shall lease or construct a building sufficient to provide a minimum of 500 square feet to provide for classroom, briefing room, and office space.

b. Hours of Operation

The school shall have its facilities open and services available during normal business hours.

c. Personnel

The school shall have in its employ at least one (1) flight instructor who is properly certificated by the FAA to provide the type of training offered.

d. Aircraft

The school shall have available for use in flight training, either owned or under written lease, properly certificated aircraft.

e. Insurance Coverage

The school shall provide the necessary insurance as required by the Airport Authority. As set forth in Appendix A.

f. Fees

Pay fees prescribed by lease, license, permit or agreement.

F. AIRCRAFT CHARTER SERVICES

1. STATEMENT-OF-CONCEPT

An aircraft charter service operator means a person engaged in the business of providing air transportation of persons or property to the general public for hire, either on a charter basis or as defined by the FAA under part 135. This classification may also include the performance of aircraft management services as defined in these Minimum Standards.

2. MINIMUM STANDARDS

a. Leasehold

The leasehold shall contain adequate land to provide space for buildings and vehicular parking. The service shall lease or construct a building sufficient to provide a minimum of 500 square feet of office space, customer lounge, appropriate restrooms, and telephone.

b. Personnel

The service shall have in its employ, and on duty during the normal business hours; trained personnel in such numbers as are required to meet the Minimum Standards set forth herein. All pilots employed shall hold current FAA commercial pilot and medical certificates and ratings appropriate to permit the flight activity offered by the service. All flight crews shall be properly rated for the aircraft operated. The service shall provide reasonable assurance of a continued availability of qualified operating crews with a reasonable notice period.

c. Aircraft

Aircraft must meet the requirements of FAR Part 135 held by the aircraft charter service provider. The service provider must provide the NWARA with a current FAR 135 certificate or provisional FAR Part 135 certificate. An aircraft identification page from the operating specifications must also be included listing all aircraft on the certificate. All aircraft must be owned or leased exclusively by written agreement, and remain certified and continuously airworthy. One certified and continuously airworthy multi-engine piston aircraft or single engine turbo prop (instrument qualified) aircraft must be available for hire. Copies of any lease agreements for aircraft not owned by the Service shall be provided to the Airport Director.

d. Insurance Coverage

The Service shall provide the necessary insurance as required by the Airport Authority. As set forth in Appendix A.

e. Fees

Pay fees as prescribed by lease, license permit or agreement.

G. SPECIALIZED COMMERCIAL FLYING SERVICES

1. STATEMENT OF CONCEPT

A specialized commercial flying service operator means a person engaged in air transportation for hire for the purposes of providing the use of aircraft for one or more of the activities including, but not limited to, those listed below:

a. Nonstop sightseeing flights that begin and end at the Airport with a 50-mile radius of the Airport;
b. Banner towing and aerial advertising;
c. Aerial photography and survey;
d. Power line or pipeline patrol;
e. Fire fighting or fire patrol;
f. Airborne mineral exploration;
g. Any other operations not previously covered or requiring a FAR Part 135 Certificate.

2. MINIMUM STANDARDS

a. Leasehold

Because of the variation in services performed, the prospective operator and the Airport Authority will negotiate the land and building. Such requirements shall be appropriate to the activity proposed.

b. Hours of Operation

The special service shall have its facilities open and services available during normal business hours.

c. Personnel

The special service shall have in its employ, and on duty during normal hours, not less than one (1) person having a current commercial pilot certificate and medical certificate with appropriate ratings for the aircraft to be flown.

d. Aircraft

The special service shall provide and have based upon its leasehold, either owned or under written lease, not less than one properly certificated aircraft equipped for, and meeting FAA requirements for, the type of operation offered.

e. Insurance Coverage

The special service shall provide the necessary insurance as required by the Airport Authority to be determined on an individual basis.

f. Fees

Pay fees as prescribe by lease, license, permit, or agreement.

H. AIRCRAFT MANAGEMENT COMPANY

1. STATEMENT OF CONCEPT

An aircraft management services operator means a person performing on or more of the following services in the management of another person's aircraft: pilot staffing, records management, or other aircraft related services not including services detailed in any other sections contained herein. Aircraft management also encompasses the exercise of the privilege of FAR Part 91.501 on behalf of the owner and the brokerage of the qualified aircraft through a FAR Part 135 operator to the general public. Aircraft management does not include the control of or operation of aircraft under FAR Part 135.

2. MINIMUM STANDARDS

a. Leasehold

The aircraft management service shall lease or construct a building sufficient to provide a minimum of 100 square feet for office space.

b. Personnel

An AMC shall have in its employ sufficient trained and qualified personnel to provide the services offered.

c. Insurance Coverage

An AMC shall provide the necessary insurance as required by the Airport Authority to be determined on an individual basis.

d. Fees

Pay fees as prescribed by lease, license, permit or agreement.

I. HANGAR MANAGEMENT SERVICES

1. STATEMENT OF CONCEPT

Hangar management services means an operator engaged in the business of leasing, renting or license to aircraft owners or operators solely for aircraft storage purposes. This includes

the construction and/or management of hangar storage for aircraft. These hangars can be defined as open span hangar storage or multi-unit individual hangars.

2. MINIMUM STANDARDS

a. Hours of Operation

The hangar management service shall make these facilities available dependent on the needs of its leased tenants.

b. Personnel

Adequate personnel properly trained to provide the services and manage the facilities.

c. Facility Requirements

The FAA has established the following standards for hangar storage of aircraft: at least 2,500 square feet of hangar space for jet aircraft, 2,000 square feet for turbo prop and twin engine aircraft, and 1,000 square feet for single engine aircraft and helicopters. An adequate ground lease to accommodate the structure within NWARA Construction Guidelines is required. All other facility requirements applicable to Specialized Aviation Operators, except A.3 on page 15 of these Minimum Standards shall apply. The operator can only store as many aircraft as can be defined under FAA guidelines. Each hangar shall be completely enclosed, and handicap accessible.

d. Insurance Coverage

The hangar management service shall provide the necessary insurance as required by the Airport Authority to be determined on an individual basis.

e. Fees

Pays fees as prescribed by lease, license, permit or agreement.

J. SPECIALIZED AIRCRAFT REPAIR SERVICES

1. STATEMENT OF CONCEPT

A specialized aircraft repair services operator means a person engaged in the sale and repair of aircraft radios, avionics, propellers, instruments, and accessories, or any of the foregoing, at the Airport. Each specialized aircraft repair services operator shall hold appropriate repair shop certificates issued by the FAA. A specialized aircraft repair services operator sells new or used parts and components necessary for such repairs.

2. MINIMUM STANDARDS

a. Leasehold

The Specialized Aircraft Repair Service Operator shall lease adequate land for the proposed operations. The Repair Station Operator shall lease an existing facility or construct a building sufficient to provide a minimum of 5000 square feet of shop and hangar space meeting FAA repair station certification requirements plus adequate office space. Some specialty shops may not need all the above. For instance, radio repair would probably not necessitate a need for hangar space. Such situations shall be at the sole discretion of the Airport Director. No maintenance, repair operations, or business activities may be conducted at any time inside

hangars or other structures not designed for such functions. Such activities must be approved by the Airport Director.

b. Services Provided

The Repair Station Operator shall provide sufficient shop space, equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair station.

c. Hours of Operation

The Repair Station Operator shall have its facilities open and services available during normal business hours.

d. Personnel

The Repair Station Operator shall have in its employ, and on duty during normal business hours, trained personnel certified with the FAA and FCC with the ratings appropriate to the services offered.

e. Equipment

Sufficient equipment, supplies, and availability of parts to perform maintenance in accordance with manufacturers' recommendations and all applicable Federal Aviation Regulations.

f. Safety Precautions

The Repair Station Operator shall conduct all maintenance operations in accordance with applicable NWARA Rules and Regulations; NFPA, and other applicable governmental safety regulations. The Repair Station Operator must hold an FAA repair station certificate and ratings for the same.

g. Insurance Coverage

The Repair Station Operator shall provide the necessary insurance as required by the Airport Authority to be determined on an individual basis.

h. Fees

Pay fees as prescribed by lease, license, permit or agreement.

K. MOBILE AIRCRAFT MAINTENANCE AND REPAIR SERVICES

1. STATEMENT OF CONCEPT

A mobile aircraft maintenance and repair service operator means a person providing one or more of the following services at the aircraft based location or within a designated aircraft maintenance area on the airport: airframe, engine or accessory overhaul; repair services on aircraft; sales of aircraft parts and accessories. No maintenance, repair operations, or business activities may be conducted at any time inside hangars or other structures not designed for such functions. Such activities must be approved by the Airport Director.

2. MIMIMUM STANDARDS

a. Personnel

Either one (1) person currently certified by the FAA with ratings appropriate for the work being performed, and who holds an airframe, power plant, or an aircraft inspector rating; or the Operator maintain a current FAR Part 145 Certificate.

b. Services

Only conduct aircraft maintenance and repair services on piston aircraft weighing less than 12,500 pounds certified maximum takeoff weight.

c. Insurance Coverage

The mobile repair station operator shall provide the necessary insurance as required by the Airport Authority.

d. Fees

Pay fees as prescribed by lease, license, permit or agreement.

L. MULTIPLE SERVICES

1. STATEMENT OF CONCEPT

A multiple services operator means a person desiring to engage in two or more commercial aeronautical activities not including fuel and oil dispensing.

2. MINIMUM STANDARDS

a. Leasehold

The leasehold for multiple activities shall contain adequate land to provide space for specific use area requirements established for the services to be offered (specific use spaces need not be cumulative where combination use can be reasonable and feasibly established). The adequacy of space is to be determined by the types of activity to be offered. Repair stations must provide minimum shop and hangar space as required by FAA repair shop certification.

b. Personnel

Multiple responsibilities may be assigned to personnel to meet requirements for all activities, provided personnel are properly certified and rated by the FAA and properly trained to perform required services.

c. Aircraft

All requirements for aircraft for the specific activities to be engaged in must be provided; however, multiple uses can be made of all aircraft to meet these requirements.

d. Equipment

All equipment, specifically required for each activity, must be provided.

e. Services

All services specifically required for each activity must be provided during the hours of operation.

f. Hours of Operation

The multiple services operator will adhere to the operation schedule as required for each activity.

e. Insurance Coverage

The multiple services operator shall obtain the highest single coverage in the amounts established for each type of insurance required for the specific activity.

f. Fees

Pay fees as prescribed by lease, license, permit or agreement.

M. OFF AIRPORT RENTAL CAR CONCESSION SERVICES

1. STATEMENT OF CONCEPT

An off-airport car concession services operator means a person providing rental car services at the airport, and whose primary offices are located off-airport.

2. MINIMUM STANDARDS

a. Services

The operator shall pick and drop off customers at the airport in a designated van or other motor vehicle that is clearly marked with proper identification.

b. Insurance

The off airport rental car concession services operator shall provide the necessary insurance as required by the Airport Authority. As set forth in Appendix A.

c. Fees

Pay fees as prescribed by lease, license, permit or agreement including a 10% of gross sales from all commercial car rental or passenger lot operations at the airport.



Northwest Arkansas Regional Airport

Section IV

Non-Commercial Operations

SECTION IV
NON-COMMERCIAL OPERATIONS

Non-Commercial Operators at the Airport shall comply with the Minimum Standards described in this section. Notwithstanding anything contained herein to the contrary, Non-Commercial Operators may provide additional hangar storage space for aircraft other then their own aircraft.

A. FLYING CLUBS

All flying clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of these Minimum Standards.

1. The club shall be a non-profit entity (corporation, association or partnership) organized for the express purpose of providing its members with an aircraft, for their personal use and enjoyment only. The ownership of the aircraft must be vested in the name of the flying club. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

2. Flying clubs may only conduct aircraft flight instruction for the members of the club.

3. All flying clubs are prohibited from providing Aeronautical Activities (i.e. crop dusting, banner towing, fire fighting, power line or pipeline patrol, etc...).

4. The flying club, with its permit request, shall furnish the Airport Authority a copy of its charter and bylaws, articles of association partnership, agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semi-annual basis; number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by the Airport Authority or its authorized agent.

5. A flying club that has an agreement with the Airport Authority, shall abide by and comply with all federal, state and local laws.

6. A flying club shall provide the necessary insurance required by the Airport Authority, to be determined on an individual basis.

7. A flying club that violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at the Northwest Arkansas Regional Airport.

B. NON-COMMERCIAL OPERATORS – CORPORATE FLIGHT DEPARTMENTS/PRIVATE BUSINESSES

1. STATEMENT OF CONCEPT

A Non-Commercial Operator means a person who desires to operate from privately owned or leased hangars and provide storage facilities for its own aircraft.

2. MINIMUM STANDARDS

a. Facility Requirements

An area of land shall be leased from the Airport Authority on which will be erected a building of

suitable accommodations. Each private business shall:

1. Maintain office facilities on the premises.

2. Provide automobile parking for its employees and guests on off-street premises.

3. If applicable, provide sufficient indoor or outdoor storage for aircraft so as not to obstruct or impair the operation of the airport.

4. Provide all other utilities and support facilities as required.

5. The Airport Authority is under no obligation to construct and provide privately used aircraft aprons or taxiways. In the event the Facility location requires the construction of either aprons and/or taxiways, these pavements shall meet all FAA standards for the largest aircraft type anticipated using the Operator's facility.

b. Operational Requirements

1. The Non-Commercial Operator shall use the leased premises for the operation of an aircraft storage hangar. The hangar's primary purpose shall be used for the storing, servicing, conditioning, maintaining, repairing and rebuilding such operator's own aircraft, or aircraft leased, and for any purpose either necessary or incidental thereto. In the case of subleasing, the same above-mentioned rights are afforded the sub-lessee. Sub-lessees of Non-Commercial Operators are not eligible for self-fueling rights.

2. The Non-Commercial Operator understands and agrees that it is the Airport Authority's policy that only an authorized FBO is permitted to fuel the aircraft of others.

3. With prior approval, an area within the Non-Commercial Operator's hangar may be subleased.

c. Insurance Coverage

The operator shall provide the necessary insurance required by the Airport Authority, as determined on an individual basis.

d. Fees

Pay fees as prescribed by lease, license, permit or agreement.



Northwest Arkansas Regional Airport

APPENDIX A

SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

APPENDIX A
MINIMUM INSURANCE REQUIREMENTS

A. FIXED BASE OPERATOR

1.	General Liability - Premises and Operations - Independent Contractor - Contractual - Products/Completed Operations	$5,000,000 CSL
2.	Comprehensive Liability - Fueling Operations	$50,000,000 CSL
3.	Aircraft Liability Insurance	$5,000,000 CSL
4.	Fire and Extended Coverage	90% of the insurable value of improvements
5.	Automobile	$1,000,000 CSL
6.	Hangars Keepers Liability Insurance	$1,000,000 per aircraft

B. AIRCRAFT SALES

1.	General Liability	$1,000,000 CSL
2.	Automobile	$1,000,000 CSL
3.	Aircraft Liability	$100,000/person

C. AIRCRAFT AND POWER PLANT MAINTENANCE AND REPAIR SERVICES

1.	General Liability	$1,000,000 CSL
2.	Automobile	$1,000,000 CSL
3.	Aircraft Liability	$100,000/person
4.	Hangars Keepers Liability Insurance	$1,000,000 per aircraft

D. AIRCRAFT LEASE AND/OR RENTAL SERVICES

1.	General Liability	$1,000,000 CSL
2.	Automobile	$1,000,000 CSL
3	Aircraft Liability	$100,000/person

E. FLIGHT INSTRUCTION

1.	General Liability	$1,000,000 CSL
2.	Automobile	$1,000,000 CSL
3.	Aircraft Liability	$100,000/person

F. AIRCRAFT CHARTER SERVICES

1.	General Liability	$1,000,000 CSL
2.	Automobile	$1,000,000 CSL
3.	Aircraft Liability	$100,000/person

G. OFF AIRPORT RENTAL CAR CONCESSION SERVICES

1.	General Liability	$1,000,000 CSL
2.	Automobile	$1,000,000 CSL

EXHIBIT 4: 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:_____