



**REQUEST FOR PROPOSALS (RFP)**  
 AUTOMATED TELLER MACHINE (ATM) SERVICES

PHOENIX MESA GATEWAY AIRPORT AUTHORITY

Issue date: May 22, 2023  
 Dates & times are subject to change

<b>RFP INFORMATION</b>	
<b>SOLICITATION 2023-020-RFP</b>	
Contact	Marian Whilden, Procurement Officer
Email Address	<a href="mailto:mwhilden@gatewayairport.com">mwhilden@gatewayairport.com</a>
Pre-Submittal Meeting	Date: June 8, 2023 Time 1:30 PM (Arizona Time) Location: Phoenix Mesa Gateway Airport Authority Administration Building 5835 S. Sossaman Road Mesa, AZ 85212
Site Tour	There is no site tour for this solicitation
RFP Submittal Mailing/Delivery Address	5835 S. Sossaman Road Mesa, Az 85212
Due Date for Questions and Clarifications	June 21, 2023 by 5:00 PM (Arizona Time)
*RFP Submittal Due Date	June 29, 2023 by 2:00 PM (Arizona Time)

**\*PMGAA's Administration Offices are closed on Fridays, Saturdays, and Sundays therefore, submittals will not be accepted on these days.**

Additional Information:

- Proposals must be submitted in a sealed envelope.
- Proposals must have the solicitation number clearly indicated on the envelope/box.
- Proposals must have the Offerors name and address clearly indicated on the envelope/box.
- Receipts are available upon request.
- Late submittals will not be considered.
- PMGAA may cancel this solicitation at any time for any legally permissible reason.

Responses to questions received will be issued in an addendum to the Request for Proposals and posted at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements, Vendors & Public Notices section of the website. Offerors are responsible for checking the PMGAA website for any addenda that may be created for this solicitation.

## Request for Proposals

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## Public Record Notice

All submittals in response to this solicitation shall become the property of PMGAA, shall not be returned to Offeror and shall become a matter of public record available for review subsequent to the contract award.

### **Please note that PMGAA's Procurement Policy requires:**

If the Offeror deems any portion of its submittal as confidential, the Offeror must label each and every page of the confidential portions with: "Trade Secret", "Confidential" and/or "Proprietary". The Offeror must also list each of the materials it deems confidential at the beginning of its proposal, and provide a written, detailed justification for not making such material public, along with its submittal.

Additional information and requirements can be found in PMGAA's complete "Public Access to Procurement Information" contained in PMGAA's Procurement Policy that is available under the Policies, Documents and Forms link at:

<https://www.gatewayairport.com/policiesdocumentsandforms>

PMGAA encourages all Offerors to review this policy in its entirety prior to submitting a proposal.

## SUBMITTAL CHECKLIST

This checklist is provided for your convenience only. You do not need to submit it with your proposal. See the RFP for more information regarding each item.

- Submittal Cover Sheet
- Tab B**
  - Cover Letter
  - Attachment A, Offeror's Identification Statement
- Tabs C and D**
  - Requested Submittal Information
- Tab E**
  - Attachment B, Proposed Concession Fee
- Tabs F and G**
  - Requested Submittal Information
- Tab H**
  - ACDBE Outreach Documentation
  - Attachment C
- Tab I**
  - Requested Submittal Information
- Tab J**
  - Attachment D, Standard Certifications
  - Attachment E, Authorization for Release of Performance Information and Waiver
  - Attachment F, Offer Agreement
  - Attachment G, Insurance Requirements & Certificate of Insurability
  - Attachment H, Agreement Review Statement
- Tab K**
  - Attachment I, Addenda Acknowledgement (if issued, check website).
- Four (4) complete copies of Offeror's submittal
- One (1) electronic copy of Offeror's submittal
- Proposal Guarantee

**REQUEST FOR PROPOSALS**  
**SOLICITATION 2023-020-RFP Automated Teller Machine Services**

**SUBMITTAL COVER SHEET**

**Name of Offeror:** \_\_\_\_\_

**EIN#:** \_\_\_\_\_

**Principal Address:** \_\_\_\_\_

\_\_\_\_\_

**Primary Point of Contact:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

The undersigned hereby affirms that:

- The undersigned is a duly authorized agent of the Offeror
- The undersigned has read and understands all terms, conditions and commitments contained within the RFP and any addenda issued and fully understands and accepts these terms by submission of a proposal.
- The submission is being offered independently of any other Offeror and did not involve collusion or other anti-competitive practices.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

## Introduction

### **Purpose:**

The Phoenix-Mesa Gateway Airport Authority (“PMGAA”) is issuing a Request for Proposal (“RFP”) to solicit competitive proposals from Offerors with expertise in Automated Teller Machine (“ATM”) services. PMGAA is seeking a business relationship that will provide efficient, responsive, and professionally managed ATM services to satisfy the needs of the traveling public at the Airport, while optimizing annual operating revenues for PMGAA and its ATM services partner.

### **Background:**

The Phoenix-Mesa Gateway Airport (“Airport”) is located in Mesa, Arizona, the state’s third largest city. Situated within the Phoenix, Arizona metropolitan area, the Airport serves as a small hub, commercial and general aviation service reliever airport to Phoenix Sky Harbor International Airport. The Airport is located in a region experiencing incredible population growth.

The Airport is owned and operated by PMGAA. PMGAA’s mission is “Strive to be the airport that air travelers choose, airlines prefer, and a growing number of businesses call home. We will provide exceptional customer service while operating Phoenix-Mesa Gateway Airport in a safe, secure, efficient and fiscally responsible manner.” The PMGAA Board of Directors is represented by the Cities of Apache Junction, Mesa and Phoenix, Towns of Gilbert and Queen Creek, and the Gila River Indian Community. The Board of Directors provides policy direction for PMGAA. An Executive Director and professional staff conduct the day-to-day activities of PMGAA.

The Airport currently hosts two airlines (Allegiant Air and Sun Country) which provide non-stop service to more than 46 destinations in the U.S. and Canada. Allegiant Air is the most dominant carrier accounting for vast majority of the total enplanements at the Airport. Commercial passenger service originally started at the Airport in October 2007 and has grown significantly over the last fifteen years. The Airport experienced 1.89 million total passengers during calendar year 2022. Five popular destinations from the Airport were 1) Provo, UT; 2) Sioux Falls, SD; 3) Fargo, ND; 4) Cedar Rapids, IA; 5) Bellingham, WA.

## Section One - Offeror Information and Instructions

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### A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available via the Internet at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements, Vendors & Public Notices section.
2. **Addenda.** If PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted on the PMGAA website. Offerors are responsible for obtaining all addenda via the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements, Vendors & Public Notices section or by other means. Any Addenda issued by PMGAA will become a part of the RFP. Offeror shall acknowledge receipt of each addendum by completing Attachment I and returning the document, as part of the Offeror's submittal under this RFP.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement or contract term that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time. All submissions must comply with applicable PMGAA rules, regulations and policies.
4. **Cost of Submittal Preparation.** PMGAA shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Bids, proposals and/or statements of qualifications submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
5. **Inquiries.**
  - a. **Contact Person.** Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed to the staff member listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other PMGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
  - b. **Submission of Inquiries.** All inquiries shall be submitted in writing and/or electronic mail and shall refer to the appropriate solicitation number, page and paragraph. PMGAA shall consider the relevancy of the inquiry but is not required to respond in writing. All questions must be submitted by the date and time specified in this RFP for PMGAA to consider its relevancy.
  - c. **Oral Responses.** Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on oral responses to inquiries. An oral reply to an inquiry does not constitute a modification of the solicitation.
6. **Offer and Acceptance Period.** Unless specified differently in Section Two, all proposals submitted shall remain valid and irrevocable for one hundred twenty (120) days after the opening time and date of proposals.
7. **Solicitation Results.** Results are not provided in response to telephone inquiries. A tabulation of responses received will remain on file at PMGAA and available for review after a contract is awarded.
8. **Protest of Solicitation or Specifications (Before Bid Opening).**
  - a. Any interested person aggrieved in connection with the solicitation of a contract shall protest irregularities in the IFB, RFP, or RFQ within three business days from the date the protester knew or should have known of the basis for the protest and, in any case, at least five business days before opening bids or proposals.

- b. All protests must be made in writing to the Purchasing Director / Chief Financial Officer. Each protest must state the specific factual and legal grounds on which the protest is based. The protester must also include with the protest all pertinent documents and all supporting evidence. PMGAA need not accept any protest that fails to comply with the requirements of this section. The protester's failure to timely protest specifications or other solicitation terms and conditions constitutes a waiver of the protest.
- c. If a timely protest before bid opening is made, PMGAA may proceed with the solicitation or with the award of the contract unless the Purchasing Director / Chief Financial Officer determines in writing that the protest should be sustained or that an addendum addressing the protest should be issued.

**9. Protest of Award Recommendation.**

- a. A protest made after the deadline for bids or proposals, including challenges to the evaluation committee, must be submitted in writing to the Purchasing Director / Chief Financial Officer.
- b. A protest must be received by the Purchasing Director / Chief Financial Officer within five business days following public posting of PMGAA's award recommendation. The formal protest must contain the following information.
  - i. PMGAA's solicitation identification number and title.
  - ii. Name and address of the protester, the title or position of the person submitting the protest, and a statement that the protest has been authorized by the protester and the protest is made in good faith.
  - iii. A statement of all facts alleged and all rules, regulations, statutes, or constitutional provisions that entitles the protester to relief.
  - iv. All other information, documents, materials, legal authority, and evidence in support of the protest.
  - v. A statement indicating the precise relief sought by the protester.
- c. The Purchasing Director / Chief Financial Officer will make a written decision on the protest within ten business days after it is received.
- d. The Protester may appeal the Purchasing Director / Chief Financial Officer's decision to the Executive Director. Any appeal must be filed with the Executive Director within three business days after the protester receives the Purchasing Director / Chief Financial Officer's decision.
- e. The Executive Director may hear the appeal or appoint an independent hearing officer to do so. If a hearing officer is appointed, the hearing officer shall conduct an informal hearing on the appeal within 10 business days from receipt of the appeal. The hearing officer shall promptly prepare an informal decision and recommendation on the appeal for the Executive Director's consideration. The hearing officer shall promptly serve the recommendation on the protester.
- f. Upon receipt of the hearing officer's recommendation, or if no hearing officer is appointed, the Executive Director shall decide any protest for a solicitation valued at less than \$50,000. For solicitations valued less than \$50,000 or sustained protests, the Executive Director's decision is final. For solicitations valued over \$50,000 and the Executive Director is recommending denial of the protest, the Executive Director shall make a recommendation to the Board, and the Board shall make the final decision regarding award of the contract.
- g. Notice of the Board's final decision must be furnished to the protesting party, in writing, by the Purchasing Director / Chief Financial Officer.



10. **Special Provisions.** Wherever special provisions are written into the Special Provisions and Specifications (Section Two), which are in conflict with conditions stated in these Instructions to Offerors, the provisions stated in the Special Provisions and Specifications, shall take precedence.
11. **Conduct.** All submissions and Offeror conduct must comply with applicable PMGAA policies, rules and procedures. Direct contact with PMGAA Board of Directors and/or PMGAA representatives or staff other than as specified in this solicitation, on any subject related to this solicitation is expressly prohibited except with the prior knowledge and written permission of the Procurement Officer listed above. Unauthorized contact of any PMGAA Board of Directors, and/or PMGAA staff or representatives may be cause for rejection of proposals.
12. **Title VI Solicitation Notice.** The Phoenix Mesa Gateway 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) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no business will be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
13. **Debarment/Suspended.** By submitting a proposal, Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

## **B. PROPOSAL PREPARATION AND SUBMITTAL**

1. **Proposal Preparation.**
  - a. Forms. All proposals shall include the required forms provided in this solicitation. It is permissible to copy these forms if required.
  - b. No Facsimile or Electronic Mail Responses. Proposals may not be submitted via facsimile or electronically. Facsimiles or electronic mail proposals shall not be considered.
  - c. Confidential, Trade Secret and Proprietary Information. Requests for nondisclosure of information deemed Confidential, Trade Secret, and/or Proprietary must be made in accordance with PMGAA's Procurement Policy. Please review PMGAA's complete "Public Access to Procurement Information" contained in PMGAA's Procurement Policy that is available under the Policies, Documents and Forms link at: <http://www.gatewayairport.com/policiesdocumentsandforms>.
2. **Proposal Submittal.**
  - a. Submission Package. The specified number of copies of the submittal (see Section Two) should be contained in each submission package. Each submittal package/envelope should be firmly sealed and clearly marked on the outside with the solicitation number, "Request for Proposal" and the name and address of the Offeror.
  - b. Late Submittals. Late submittals will be rejected and returned to the Offeror.
  - c. No Modifications. Modifications are not permitted after proposals have been opened except as otherwise provided under applicable law, such as a specific request by PMGAA for a requested Best and Final Offer (BAFO). All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

- d. Withdrawal of Proposal. RFP submittals may be withdrawn at any time prior to the specified due date and time. An Offeror (or authorized representative) may withdraw the response by notifying the designated contact for this solicitation in writing on company letterhead. Facsimiles or other electronic withdrawals shall not be considered.
- 3. RFP Evaluation.**
- a. Conformance to RFP. Each proposal received will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP and to ensure that the submittal is fully responsive to the specifications listed.
  - b. Disqualification. An Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will have its response rejected.
  - c. Clarifications. PMGAA reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the proposal and does not give Offeror an opportunity to revise or modify its submittal.
  - d. Response Rejection. Except as provided in Attachment H with respect to specific requests related to the Sample Terminal Concession Lease Agreement, submission of additional terms, conditions and/or agreements with the proposal response may result in rejection. Inclusion of general or vague statements or invitations to discuss further with the proposal response Attachment H may result in rejection.
- 4. Award of Contract.**
- a. Rights of PMGAA. PMGAA reserves the right to award to whichever Offeror(s) deemed most advantageous to PMGAA. PMGAA may reject any or all submittals, waive any minor informality or irregularity in submittals received, reject any alternate submittals and reserves the right to reject the submittal(s) of any Offeror who has previously failed to perform competently in any contract with PMGAA.
  - b. Selection. The contract shall be awarded using the criteria outlined in Section Two.
  - c. Notification and Terminal Concession Lease Agreement. Prior to contract award, the selected successful Offeror(s) will be notified of their apparent selection for contract award. All Standard Terms and Conditions, as stated in Section Three of this RFP, will be included in the Terminal Concession Lease Agreement. If the Terminal Concession Lease Agreement is not executed within 30 days from Notice of Intent to Award, PMGAA reserves the right to cancel and award to the next highest ranked Offeror.

## Section Two – Special Provisions and Specifications

### A. PROJECT DESCRIPTION

Phoenix-Mesa Gateway Airport Authority (“PMGAA”) request proposals from qualified Offerors to provide automated teller machine (“ATM”) service within Airport owned buildings. The goal of the concession operation is to provide efficient, responsive and professionally managed ATM services to satisfy the needs of the traveling public at the Airport, while optimizing annual operating revenues for PMGAA and its ATM service partner.

The anticipated start date of the agreement is December 1, 2023, with an initial term of three (3) years with one two (2)-year extension option, to be executed at the sole discretion of PMGAA.

### B. CURRENT ATM LOCATIONS AND TRANSACTIONS

#### 1. Current ATM Locations

Presently there are a total of five (5) ATM machines, four in the passenger terminal (one in baggage claim, one in ticketing, one near gate 5 and one between gates 9 & 10) and one in General Aviation Services (“GAS”). The table below depicts the transaction volume for calendar year 2022 and is provided as a source for estimating activity level. In October 2022 the ATM located in the annex was moved to a location between gates 9 & 10 to accommodate the Terminal Modernization project. Therefore, the transaction details for the Annex location from October – December 2022 show activity at the location between gates 9 & 10.

Locations near gate 5 and between gates 9 & 10 are situated within the post-screening area of the terminal. Accordingly, each Offeror shall be responsible for adhering to all laws, policies, procedures and requirements of the Transportation Security Administration (“TSA”), PMGAA and/or any other applicable government entity to obtain access to this location and any future location positioned beyond security checkpoints.

Please note that January 2022 numbers were reported in totality and not per location. Location numbers for January 2022 are following the trend of the subsequent months.

#### 2. Transactions Summary by Location - CY 2022

Date	Location				
	Baggage Claim	Ticketing	Gates 9 & 10	Gate 5	General Aviation Center
Jan-22	42	45	2	55	5
Feb-22	69	51	6	85	28
Mar-22	61	41	14	87	17
Apr-22	70	38	7	91	11
May-22	65	51	4	71	13
Jun-22	59	44	3	39	12
Jul-22	49	48	3	68	9
Aug-22	42	40	4	61	8
Sep-22	54	41	4	67	10
Oct-22	55	44	6	85	15
Nov-22	65	40	30	71	10

<b>Dec-22</b>	77	48	52	65	11
<b>Jan-23</b>	74	50	32	69	18
<b>Total</b>	<b>782</b>	<b>581</b>	<b>167</b>	<b>914</b>	<b>167</b>

**C. GATEWAY AVIATION SERVICES OPPORTUNITY**

Gateway Aviation Services (GAS) is the exclusive Fixed Base Operator (FBO) at the Airport. GAS offers service for all facets of corporate, military, and general aviation aircraft.

This RFP includes a separate, Add Alternate opportunity for the selected Offeror to have an ATM location in GAS. Offerors may or may not include this option in their proposal.

**D. MINIMUM REQUIREMENTS**

Each Offeror must demonstrate in its proposal that it meets the minimum qualifications specified below, or such proposal may be rejected as non-responsive.

In addition, any Offeror who presently contracts or operates under an agreement with PMGAA must be in good standing therewith for its proposal to be considered responsive. For purposes of this RFP, “good standing” refers to compliance with all contractual and/or agreement provisions, including successful, consistent and timely satisfaction of all reporting and financial obligations.

1. Offeror must have and offer access to not less than two (2) national ATM networks (e.g., Cirrus, Plus) and no less than the Visa, MasterCard and American Express debit card networks.
2. Each Offeror shall have a minimum of three (3) consecutive years’ experience operating two (2) or more ATM units simultaneously during and within the last five (5) years.
3. Licensed to do business in the State of Arizona.

**E. GUARANTEE INSTRUMENTS**

**1. Proposal Guarantee**

- a. Each proposal must be accompanied by a cashier’s check payable, without condition or restrictive endorsement, to PMGAA in the amount of \$1,000.00 (the “Proposal Guarantee”). The Proposal Guarantee must be submitted in a separate sealed envelope along with the proposal.
- b. Proposal Guarantees of all unsuccessful Offerors shall be returned, without interest, immediately after the concession opportunity has been formally awarded by the PMGAA Board of Directors, or after all proposals are rejected.
- c. The Proposal Guarantee of the successful Offeror shall be returned, without interest, immediately after the successful Offeror has furnished PMGAA with the Performance Guarantee and insurance policies required by the agreement. Should the successful Offeror fail to furnish the required Performance Guarantee or insurance within 30 days of PMGAA Board of Directors’ approval of the agreement; then, the Offeror’s Proposal Guarantee shall be forfeited as liquidated damages.

**2. Performance Guarantee**

Upon execution of the agreement by PMGAA, the successful Offeror will be required to post and maintain with PMGAA a security deposit, in a form acceptable to PMGAA, in the amount of (two) 2 months Concession fee.

**F. SCOPE OF SERVICE**

**1. Concession Opportunity**

This RFP offers the opportunity to finance, install, operate and manage automated teller machines (ATM's) in two locations, with an optional third location, to include the Terminal Baggage Claim, Gate 5, and Gateway Aviation Center. Exhibit 1 details the locations where the ATM's are to be located. Locations may be changed or added during the term of the agreement depending on the growth and demand at the Airport.

- a. Fees. Offerors shall propose, in their submittal, a monthly flat concession fee of at least \$500.00 for year one of the agreement. The concession fee will be adjusted on an annual basis based on Consumer Price Index ("CPI"). Fee proposals that fail to achieve the above minimum concession fee shall be considered non-responsive.
- b. Operational Date. Selected Offerors shall have all ATM machines in place and working no later than December 3, 2023, or three (3) days after the effective date.

**2. ATM Unit Requirements**

- a. Dimensions. All ATM units to be installed and operated pursuant to this RFP shall be stand-alone units with the maximum allowable dimensions (including signs) specified below:

Maximum Height	Maximum Width	Maximum Depth
84-inches	60-inches	48-inches

- b. Specifications. All ATM units to be employed by Offerors during the agreement term shall:
  - i. Be new, and (if not new) have been recently refurbished so as to appear and operate as a new unit
  - ii. Meet ADA regulations, including approach height/reach requirements and accessibility for those who are visually impaired
  - iii. Not be used to display any advertising media whatsoever (including screen savers)
  - iv. Be front-loading and mounted flush to walls (where possible)
  - v. Be attractive (compatible with surrounding furnishings and décor), functional, user-friendly, resistant to rough usage, modular and possess the ability to incorporate new features and capabilities, as such may be introduced during the agreement term
  - vi. Be equipped with an audible (or silent, if continuously monitored) alarm
  - vii. Possess a color monitor
  - viii. Be capable of being programmed in one (1) additional language other than English
- c. Unit Capabilities. All ATM units shall support cash withdrawals and/or advances and may support additional, electronic-only banking services, including, but not limited to, transfers and deposits. In addition, each ATM unit shall:
  - i. Offer a customer receipt option
  - ii. Have 24-hour customer service available for customers using the ATMs. The telephone number with procedures for reporting problems shall be prominently posted on each unit
  - iii. Be operational and available for use 24-hours daily (including holidays)
  - iv. Be capable of executing transactions using a variety of credit, debit and ATM cards in accordance with SECTION D herein
  - v. Be capable of executing magnetic strip and EMV chip transactions
  - vi. Clearly display all directions necessary to enable customers to operate the unit, as well as a complete list of all ATM transaction fees, surcharges or other fees charged and to whom the fees and/or surcharges apply

- vii. Offer information, either electronically displayed or permanently affixed to the unit, pertinent to obtaining ATM services and/or refunds
  - viii. Conduct and process all transactions in United States Currency, using twenty-dollar (\$20.00) bills as the primary denomination for withdrawals with smaller denominations as an option
  - ix. Depict a map showing all ATM unit locations at the Airport, as a customer convenience when a specific unit is being serviced or in case of unit malfunction
- d. Maintenance and Service.
- i. All ATM units shall be routinely serviced to ensure they are properly stocked, cleaned, are in a serviceable condition and possess the latest applicable software editions at all times.
  - ii. All ATM units also shall have system management capabilities for predicting, assisting and reporting maintenance and the need for cash replenishment. Response time to service calls on ATM units and replenishment of funds must be no greater than within four (4) hours of notification. Each ATM unit shall bear, in a plainly visible location, the Offeror's name, ATM unit number, location and a 24-hour toll-free telephone number for inquiries, maintenance issues, customer service issues and complaints.
  - iii. All ATM units must be capable of producing auditable reports supporting self-reporting of transactions by ATM location (See #4 below)

### **3. Service Standards**

- a. All services provided by the Offeror shall be prompt, courteous and efficient at all times. Offeror shall have written procedures for reporting and responding to customer complaints, and shall ensure ATMs are kept clean, free from any graffiti, and screens are not cracked.
- b. PMGAA shall work with the selected Offeror to determine the times and routes for deliveries of supplies to the ATM units so that it will not conflict with Airport passenger or customer traffic, and that adhere to established PMGAA requirements.
- c. The Offeror shall be responsible for the conduct, demeanor and appearance (properly attired and identified) of its officers, agents, employees and representatives.

### **4. Offeror Improvements**

- a. All ATM unit locations defined within this RFP shall be accepted by the successful Offeror in an "as is" condition.
- b. The successful Offeror shall be required to provide, at its own expense, all improvements, fixtures and equipment (the "Improvements") necessary to create, service and operate each specified ATM service location. All such Improvements must comply with PMGAA's requirements and may be installed only with PMGAA's prior written approval.
- c. The Offeror shall be required to submit schematic design drawings, illustrations, ATM unit specification sheets and applicable construction drawings pertinent to ATM unit locations (the latter, if so required by City of Mesa code(s)) of all Improvements for review and written approval by PMGAA before actual construction or equipment installation begins.
- d. Upon the expiration or earlier termination of the agreement, title to all Improvements constructed or installed by the Offeror, less trade fixtures, signs and other personal property, including the ATM units themselves, shall otherwise vest in PMGAA. Further and upon such agreement expiration or earlier termination, the Offeror shall be required, at its sole expense, to restore each ATM unit location to the condition as existed immediately prior to the agreement effective date.

### **5. Reporting**

- a. Successful Offeror must submit the Monthly Transaction Report (Exhibit 2) to PMGAA detailing all transactions per ATM. The report shall be submitted no later than the 20<sup>th</sup> day of the preceding month.
- b. Successful Offeror must provide within thirty (30) calendar days of the end of each Agreement year, an accounting of all fees and total transactions from the prior agreement year, itemized by month and ATM location.
- c. Successful Offeror must provide quarterly Airport Concession Disadvantaged Business Enterprise reports.

## 6. Security

- a. As some portions of work under this RFP are located inside the secured area of the Airport, adherence to and familiarity with federal security regulations is essential. Offeror shall be responsible for fulfilling the security requirements described herein and in the sample Terminal Concession Lease Agreement (Exhibit 3).
- a. Secured Area Access – All Offeror’s personnel who require unescorted access to the secured area of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete the Security Badge Application and all vetting requirements.
- b. Employee Security Badges – All Offeror’s personnel performing work functions under this RFP shall obtain and properly display an Airport security badge. Offeror shall submit a Security Badge Application form to the PMGAA security office for each employee requiring unescorted access, along with the current fee for each badge. Badge fees are identified on the current *Airport Fees, Services and Rental Rates* available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com) and are subject to change.
  - i. All fees must be paid to PMGAA by credit card or debit card. Offeror may place a card on file.
  - ii. Airport Security Badge Application forms and instructions are available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com).
  - iv. A training class on aviation security must be successfully completed before individuals are issued a badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take two hours per person.
  - v. Additional information, including a “Frequently Asked Questions” is available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com) or by contacting the PMGAA Badging Office at (480) 988-7522. The Badging Office is located at 5803 S. Sossaman Road, Mesa AZ 85212.

## 7. Signage

PMGAA shall be responsible for all signage.

## 8. Utilities.

PMGAA will only be responsible for providing power outlets to the ATM units in the designated ATM locations shown in Exhibit 1. Standard 120 V outlets are available in each designated ATM location.

## **G. AIRPORT CONCESSION DISADVANTAGE BUSINESS ENTERPRISE**

1. The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, apply to this concession. It is the policy of Phoenix-Mesa Gateway Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All Offerors qualifying under this solicitation are encouraged to submit proposals. Award of this concession will be conditioned upon satisfying the requirements of this proposal specifications.

PMGAA’s ACDBE Program is race neutral. PMGAA encourages the use of ACDBEs and other small businesses in the performance of this concession opportunity and, the outreach efforts detailed in Section 2(H), Tab H of this RFP should be directed at both ACDBEs and other small businesses. Offerors should look for direct participation opportunities for ACDBEs and small businesses, in addition to goods and services providers.

PMGAA’s ACDBE Program is race neutral and may be viewed on the Airport’s website at <https://www.gatewayairport.com/procurementsandnotices>

2. In order to be counted toward PMGAA's overall ACDBE goal, a business must be certified as an ACDBE at time of award by a certifying agency within the Arizona Unified Certification Program (UCP). The Arizona Department of Transportation UCP ACDBE directory is provided as a service to those who are in search of Certified ACDBE firms. It may be used as a guide to help select certified ACDBEs. The directory can be found at: <https://utracs.azdot.gov>.
3. Determination of Responsiveness to ACDBE Requirements. Offerors shall provide all required ACDBE validating information, as listed in this RFP, at the time of proposal submittal. Failure to submit the ACDBE program documentation, in completed form, may result in a determination by PMGAA that the Offeror is non-responsive to the RFP requirements. The actions taken to meet the outreach requirements must be substantiated by written documentation and proof. A declaration that outreach efforts were made will not be sufficient to meet the burden of proof required. PMGAA's decision as to whether or not outreach efforts have been made is final and conclusive.
4. Offeror shall agree to submit reports as detailed in the sample Terminal Concession Lease Agreement (Exhibit 3).

## H. SUBMITTAL INFORMATION AND REQUIREMENTS

Offerors interested in responding to this solicitation should submit a Proposal to address the RFP criteria as specified. In addition, the following requirements apply:

1. Submit four (4) copies of the Proposal.
2. Submit (1) complete electronic copy of the Proposal and all attachments on a flash drive or CD.
3. Submit the Proposal in a sealed envelope with the solicitation number and the Offeror's name and address clearly indicated on the envelope.
4. Organize the Proposal into the sections listed below. Each section should be delineated by a divider with a tab labeled appropriately.
5. Proposals should be sturdily bound.
6. All sheets should be letter size (8½"×11") and must have a page number. This Proposal may not exceed twenty-five (25) single-sided pages. Submissions exceeding the page limit may be considered non-responsive and may be returned to the Offeror without further evaluation. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.
7. Proposal is written/typed in black ink.
8. Font size shall be no smaller than 11pt.
9. **Late Submittals will not be accepted.**

Failure to include all information requested may cause such incomplete Proposals to be rejected and not be evaluated or considered in the selection process.

Information included within the Proposal may be used to evaluate your firm as part of any criteria regardless of where that information is found within the Proposal. Information obtained from the Proposal and from any other relevant source may be used in the evaluation and selection process.

The following information is not included in the page limit:

1. Submittal Cover Sheet
2. Tabs
3. Table of Contents
4. General Information under Tab B
5. Attachments A through J
6. DBE Outreach Documentation



Please submit only the Submittal Section. Do not submit a copy of the entire solicitation document. Offeror is to Submit the Following:

**Tab A – Table of Contents (with page numbers)**

**Tab B – General Information** (maximum of one page, excluding Attachment A)

1. Cover Letter identifying the full company name of Offeror and a brief introduction of the company as it relates to the requested services.
2. Complete Attachment A

**Tab C – Experience and Qualifications**

1. Firm's overall service capability as it relates to these services.
2. List and briefly describe at least three (3) comparable clients serviced by your firm within the last five (5) years or currently in progress. Include, at a minimum:
  - a. Project location
  - b. Contact start and end dates
  - c. Number of ATMs operated
3. Offeror's capability and intent to proceed without delay if selected for this work.

**Tab D – Design Concept**

1. Provide a complete description of the ATMs to be placed into service. Include:
  - a. Color photograph(s)
  - b. Manufacturer's specification sheets
  - c. Type of finish on the ATM
  - d. Listing of features and dimensions

**Tab E – Concession Fee**

1. Complete Attachment B

**Tab F – Management, Operations**

1. Provide a description of the management and operations plan to be used in operating the services. Specifically include relevant operational components for ATMs located past security screening checkpoints.
2. Provide a description of the revenue control system to be used at the Airport, including a description of the audit trail; such system shall, at a minimum, permit obtaining a monthly summary of transaction by location.

**Tab G – Transition Plan**

1. Provide a transition plan, that includes a time schedule, for installing all proposed ATMs and implementing the proposed ATM services.

**Tab H – Airport Concession Disadvantaged Business Enterprise (ACDBE)**

If Offeror is not a certified ACDBE by the Arizona UCP, Offeror shall submit the following. If Offeror is a certified ACDBE by the Arizona UCP, then it shall be deemed to have met these requirements and no submittal information for this section is required.

1. Documentation of Outreach Efforts
  - a. Copy of notifications sent to ACDBE firms and small businesses that the Offeror has identified opportunities to participate in the project and is requesting bids/quotes/proposals. This should include the scope of work to be bid/quoted/proposed on and performed on the project.
  - b. Documentation of each ACDBE firm and small business contacted and the response of the ACDBE firms / small businesses or other action taken as a result of the contact. Documentation of contact with ACDBE firms / small businesses may include, fax logs, telephone logs, mail receipts, etc. including documentation of the number of times that firms were contacted, the dates of contact, the name, phone number, fax number, and address of the contact person associated with each ACDBE firm / small business.
  - c. Documentation of responses/quotes from all ACDBEs / small businesses who bid/quoted/proposed to perform work and/or participate on the project in the areas that ACDBE firms / small businesses were also bidding/quoting/proposing on, including information regarding the reasons why ACDBE / small business bids/quotes/proposals were not considered or chosen.
  - d. Any additional documentation Offeror may have that demonstrates outreach efforts were made.
2. Complete Attachment C.
3. For any proposed joint ventures, a draft joint venture operating agreement must be submitted with offeror's proposal.

#### **Tab I - Other**

1. List and describe:
  - a. Any litigation, arbitration and/or claims filed by your firm against any project owner as a result of an Agreement dispute
  - b. Any claim filed against your firm
  - c. Termination from a project
2. Complete Attachment J, Project Reference Questionnaire, for the above three (3) comparable projects listed under Tab C and, following instructions on the Attachment, provide the form to the references for completion. The forms should be emailed directly to PMGAA from the references, not from the Offeror. Completed forms received from an Offeror will not be accepted nor made part of an Offeror's submittal. Please note: PMGAA cannot provide a reference for current or past PMGAA projects.

#### **Tab J - Appendices**

1. Attachment D, Standard Certifications
2. Attachment E, Authorization for Release of Performance Information and Waiver.
3. Attachment F, Offer Agreement
4. Attachment G, Insurance Requirements & Certificate of Insurability
5. Attachment H, Agreement Review Statement

#### **Tab K – Addenda Acknowledgement (if applicable)**

1. Attachment I, Addenda Acknowledgement. If no addenda were issued, Offeror does not need to include this attachment in its proposal.

#### **Separate Envelope inside Offeror's Proposal**

1. Proposal Guarantee as detailed in Section Two E

**I. EVALUATION CRITERIA**

Each submittal shall be evaluated based on the criteria below:

Points	Category
40	Concession Fee
20	Management, Operations, and Transition Plans
15	Experience and Qualifications
15	Design Concept
10	Other
100	Total Score

**F. SELECTION PROCESS**

1. PMGAA will appoint an evaluation panel to evaluate each Offeror’s proposal. Using the criteria and weighting listed herein, the evaluation panel will rank the Offerors in order of highest to lowest score.
2. PMGAA may contact and interview references provided by each Offeror. References will be scored under Other in the Evaluation Criteria.
3. The evaluation panel may, at its sole discretion, select the highest ranked Offeror solely based on the evaluation panel’s scoring of the Offerors’ proposal and references without interviews or additional submissions.
4. Alternatively, the evaluation panel may, at its sole discretion, create a short list of the top-ranked Offerors and thereafter conduct interviews regarding the project with the short listed, top-ranked Offerors. If interviews are conducted, the evaluation panel will re-score the short-listed Offerors according to the Evaluation Criteria and re-rank the short-listed Offerors in order of highest to lowest score.
5. The evaluation panel may, at its sole discretion, request all or the short listed, top-ranked Offerors to submit Best and Final Offers (BAFO). If BAFOs are solicited, the evaluation panel will re-score all Offerors submitting BAFOs according to the Evaluation Criteria and re-rank the Offerors submitting BAFOs in order of highest to lowest score.
6. Offerors may be evaluated in accordance with the Evaluation Criteria using information obtained by any combination of the following: 1) Proposals and BAFOs submitted in response to this RFP; 2) reference verification; 3) interview performance (if conducted); and 4) any information from any source about the Offeror, whether included in the proposal or not.
7. A notification will be posted on PMGAA’s website following a selection determination.
8. PMGAA intends to enter into negotiations with the highest ranked Offeror(s) to finalize a Terminal Concession Lease Agreement for the services. If an agreement cannot be successfully negotiated with the highest ranked Offeror(s), then negotiations may be terminated with that Offeror and PMGAA may enter negotiations with the next highest ranked Offeror until an agreement is reached or an impasse is declared.

## Section Three – Standard Terms and Conditions

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1. **Certification.** Offeror certifies:
  - a. The award of this Contract did not involve collusion or other anti-competitive practices.
  - b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
  - c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Offeror hereby certifies that the individual signing this Contract is an authorized agent for Offeror and has the authority to bind the Offeror to the Contract.
2. **Not Used.**
3. **Dispute Resolution.**
  - a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
  - b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.
  - c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court as applicable.
4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Offeror nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Offeror, including *Workers' Compensation* coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA's payments under this Contract.
5. **Affirmative Action.** Offeror shall abide by all the federal and state of Arizona provisions for equal opportunity in the workplace.
6. **Human Relations.** Offeror shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.
7. **Not Used.**

8. **Americans with Disabilities Act.** Offeror shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.
9. **Confidentiality of Records.** Offeror shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Offeror also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Offeror as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.
10. **Gratuities.** PMGAA may, by written notice to the Offeror, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Offeror or any agent or representative of Offeror, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Offeror the amount of the gratuity.
11. **Applicable Law.** This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Offeror under this RFP, IFB or RFQ. The Contract contains the entire agreement between PMGAA and Offeror. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or its designee, and persons duly authorized to enter into contracts on behalf of Offeror.
14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.
16. **Protection of Government Property.** Offeror shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Offeror damages PMGAA's property in any way, Offeror shall immediately report such damage to PMGAA and repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Offeror fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Offeror under the Contract.
17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
18. **Subcontracts.** Offeror shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Offeror of its acceptance or rejection within forty-five (45) days of written request by Offeror. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein,

which shall apply with equal force to the subcontract, as if the subcontractor were the Offeror referred to herein. Offeror is responsible for Contract performance whether subcontractors are used.

19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party's existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Offeror's services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.
20. **Warranties.** Offeror warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Offeror or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
21. **Indemnification.** To the fullest extent permitted by law, Offeror shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the "Indemnitees"), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Offeror's acts, errors, omissions, or mistakes relating to Offeror's services under this Contract.
22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
23. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
24. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA's expense, inspect the place of Offeror's or any of Offeror's subcontractor's business, which is related to the performance of this Contract or related subcontract.
25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party ("Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God ("Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Offeror to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years' climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.
26. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Offeror's risk and may be

returned to Offeror. If so returned, all costs are the responsibility of Offeror. Noncompliance shall conform to the cancellation clause set forth in this Contract.

27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Offeror or any other person except with prior written permission by PMGAA.
28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.
29. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Offeror shall provide a formal release of all liens.
30. **Licenses.** Offeror shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Offeror as applicable to this Contract.
31. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.
32. **Clean Up.** Offeror shall at all times keep Contract performance areas, including storage areas used by the Offeror, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Offeror shall leave the work and premises in clean, neat, and workmanlike condition.
33. **Patents.** Offeror shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Offeror under this Contract.
34. **Records and Audit Rights.** Offeror's and all of its approved subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Offeror and subcontractor employees that work on the Contract (all the foregoing collectively referred to as "Records"), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Offeror's and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Offeror and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Offeror under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Offeror and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Offeror or subcontractors reasonable advance notice of intended audits. Offeror shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.
35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Offeror and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Offeror's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Offeror's and

any of Offeror's subcontractor's employee who works on this Contract to ensure the Offeror is complying with this paragraph.



**Attachment A**  
Offeror's Identification Statement

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Provide the following information regarding the Offeror:

Note: Co-Offerors are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors or Operators are not Co-Offerors and should not be identified here. If this proposal includes Co-Offerors, provide the required information in Item #1 for each Co-Offeror by copying and inserting an additional sheet before Item #2)

1. Offeror Name: \_\_\_\_\_  
(Give exact legal name as it will appear on the contract, if awarded.)

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_ Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

DUNS NUMBER: \_\_\_\_\_

Business Structure: Check the box that indicates the business structure of the Offeror.

- Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_
- Partnership
- Corporation If checked, check one  For-Profit  Nonprofit  
 Domestic  Foreign
- Limited Liability Company
- Joint Venture
- Other If checked, list business structure \_\_\_\_\_

If the Offeror is a Corporation or Limited Liability Company, attach a copy of the Offeror's Certificate of Good Standing from the State of Arizona (or state of formation), and answer the following:

- a. When incorporated/formed (MM/YY) \_\_\_\_\_
- b. In what state/country \_\_\_\_\_

If the Offeror is a Partnership or Joint Venture, attach an executed copy of the Partnership Agreement or Joint Venture Agreement, and answer the following:

- a. Name, address, and share of each partner of the Joint Venture or Partnership

<u>Name</u>	<u>Address</u>	<u>Share</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- b. Date of Organization (MM/YY) \_\_\_\_\_
- c. General of Limited Partnership (if applicable) \_\_\_\_\_
- d. State of Formation \_\_\_\_\_

Offeror is certified: \_\_\_ ACDBE \_\_\_ DBE

Provide any other names under which Offeror has operated within the last 10 years and length of time under for each:

\_\_\_\_\_

\_\_\_\_\_

Provide address of office from which this project would be managed:

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

List Any Related Companies:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Does Offeror anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes  No

3. Is Offeror authorized and/or licensed to do business in Arizona?

Yes  No If "Yes," list authorizations/licenses.

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4. Where is the Offeror's corporate headquarters located? \_\_\_\_\_

5. Debarment/Suspension Information: Has the Offeror or any of its principals been debarred or suspended from contracting with any public entity?

Yes  No

If "Yes," identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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6. Surety Information: Has the Offeror ever had a bond or surety canceled or forfeited?

Yes  No If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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7. Bankruptcy Information: Has the Offeror ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes  No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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8. Previous Contracts:

a. Has the Offeror ever failed to complete any contract awarded?

Yes  No If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

c.

Yes  No If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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9. Are there any pending liens, claims or litigation involving Offeror?

Yes  No If "Yes," provide detailed information on a separate sheet attached hereto.

10.. Has the Offeror been involved in any lawsuits in the past 5 years?

Yes  No If "Yes," provide a list on a separate sheet attached hereto.

**Attachment B**  
Proposed Concession Fee

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The fee stated herein by Offeror shall be paid to PMGAA on a monthly basis.

Concession Fee shall be increased on an annual basis by a percentage equal to the percentage that the Consumer Price Index (CPI) increased during the immediately preceding twelve (12) month period.

Minimum monthly flat Concession Fee for year one under this solicitation is \$500.00

Year One Monthly Concession Fee for (**select one option only**):

Two ATM locations, Terminal Baggage Claim and Gate 5: \$ \_\_\_\_\_

Three ATM locations, Terminal Baggage Claim, Gate 5, and Gateway Aviation Center: \$ \_\_\_\_\_  
(This option includes the Add Alternate GAS option)

**Exceptions / Clarifications:**

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**Proposal Certification**

By Offeror's signature, Offeror certifies that Offeror is authorized to bind this firm/individual to provide the services accepted herein, in compliance with the Scope of Services, technical specifications and other terms and conditions in this Request for Proposal at the price provided in this Attachment B.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**Attachment C**  
Proposed ACDBE and Small Business Participation

To be completed by the Offeror for ACDBE / Small Business participation – if none, state “NONE” in the first field in the table below  
Offerors must submit outreach documentation in addition to this Attachment C even if no participation by ACDBEs / SBEs is obtained

Name of Offeror \_\_\_\_\_

ATM Concessions at Phoenix Mesa Gateway Airport Authority

ACDBE/SMALL BUSINESS FIRM NAME	ADDRESS/PHONE	NAICS CODE(S) FIRM IS CERTIFIED TO PERFORM PER AZ UCP	DESCRIPTION OF SCOPE OF WORK TO BE PERFORMED UNDER THIS PROJECT	NAICS CODE(S) FOR SCOPE OF WORK TO BE PERFORMED UNDER THIS PROJECT BY FIRM	Firm is an ACDBE (Y/N)	Firm is an SBE (Y/N)

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Attachment D

### Standard Certifications

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**Complete Attachment D by checking the applicable box(s) and/or providing responses. Failure to complete this Attachment D in its entirety and submit with Offeror's proposal will result in Offeror's submittal being deemed nonresponsive and not evaluated.**

**If Offeror cannot affirmatively certify to statement numbers 1 and 2 below, Offeror's submittal will be rejected and will not be evaluated.**

1. Offeror hereby  certifies  does not certify  
That this engagement, if selected, will not result in a conflict of interest.
  
2. Offeror hereby  certifies  does not certify  
That the firm, and proposed team members, meet the Minimum Requirements/Qualifications as stated in Section Two D, of this RFP.

**If Offeror cannot affirmatively certify to statement number 3 below, PMGAA will consider Offeror's written response to determine if it's submittal will be accepted and be evaluated.**

3. Offeror hereby  certifies  does not certify  
That it has no known business or financial relationships between Offeror or Offeror's firm and members of the PMGAA Board.

If Offeror does have known business or financial relationships, please list them below:

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By signature below, Offeror certifies that the information in this Attachment is true, and accurate.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

## Attachment E

### Authorization for Release of Performance Information and Waiver

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The purpose of this disclosure is to provide references to PMGAA. Offeror hereby consents that as an Offeror to PMGAA's Solicitation 2023-020-RFP, Automatic Terminal Services for Phoenix-Mesa Gateway Airport, Offeror authorizes those companies and government entities listed in Offeror's RFP submittal and any other government entity for whom this company has performed Automated Teller Machine Services ("ATM"), to disclose and release to PMGAA, or their representatives, information, records and opinions concerning this company's past performance.

\_\_\_\_\_ (Offeror) hereby waives any claim it may have against PMGAA or any company or entity providing information to PMGAA by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one (1) year.

This consent or copy of this authorization shall be as valid and effective as the original.

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Date



## Attachment F Offer Agreement

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The Offeror hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal and Terminal Concession Lease Agreement, Exhibit 3.

Company Name: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Sales Tax Identification Number: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## Attachment G

### Insurance Requirements and Certificate of Insurability

During the term of this Contract, Offeror shall maintain in full force at its own expense, each insurance noted below normally associated with the goods and materials and/or services covered by this Contract:

#### GENERAL LIABILITY

Required by PMGAA

Not required by PMGAA

General liability insurance with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** general aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. Any supplementary payments, including defense costs, shall be in addition to the policy limits. It shall provide that the Phoenix-Mesa Gateway Airport Authority, its agents, officials, officers and employees are Additional Insureds but only with respect to the Offeror's services to be provided under this Contract.

#### AUTOMOBILE LIABILITY

Required by PMGAA

Not required by PMGAA

Automobile liability insurance with a combined single limit, or the equivalent, of not less than  **\$200,000**  **\$500,000**  **\$1,000,000**  **\$2,000,000** for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. Proof of coverage may be required. All vehicles used by Offeror on PMGAA property shall carry appropriate proof of insurance.

#### PROFESSIONAL LIABILITY

Required by PMGAA

Not required by PMGAA

Professional liability insurance with a combined single limit, or the equivalent, of not less than  **\$200,000**  **\$500,000**  **\$1,000,000**  **\$5,000,000** for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. Only a certificate is required.

#### WORKERS' COMPENSATION

Required by PMGAA

Not required by PMGAA

The Offeror shall maintain Workers' Compensation insurance with statutory limits as required by the State of Arizona and Employer's Liability insurance in the amount of *One Million Dollars (\$1,000,000)*. The policy shall contain a waiver of subrogation in favor of PMGAA.

#### PROPERTY (ALL RISK)

Required by PMGAA

Not required by PMGAA

For the value of personal property and improvements to the ATM Locations for their full insurable value on a replacement cost basis.

#### CERTIFICATES OF INSURANCE AND ENDORSEMENTS.

Check one or both if insurance is required:  Certificate Required  
 Endorsement Required

As evidence of the insurance coverages required by this Contract, the Offeror shall furnish acceptable insurance certificates and endorsements to PMGAA prior to commencement of any work under this Contract. For work performed under this Contract, the insuring company's certificates and endorsements shall be endorsed to include the following additional insured language: "The Phoenix-Mesa Gateway Airport Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Offeror." If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to PMGAA. The Offeror shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

#### NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' written notice from the Offeror or its insurer(s) to PMGAA.

## Attachment G (continued)

Offeror hereby certifies that as an Offeror to PMGAA's Solicitation 2023-020-RFP for Automated Teller Services for Phoenix-Mesa Gateway Airport, Offeror is fully aware of Insurance Requirements as specified in this Attachment G as well as those contained in the sample Terminal Concession Lease Agreement (Exhibit 3) and by the submission of this RFP submittal, Offeror hereby assures PMGAA that Offeror is able to produce the insurance coverage required should Offeror be selected to be awarded the Terminal Concession Lease Agreement.

Should Offeror be awarded the Terminal Concession Lease Agreement by PMGAA, and then become unable to produce the insurance coverage specified within ten working days, Offeror is fully aware and understand that PMGAA may not consider Offeror for this and future projects.

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Signature of Offeror

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Date

## Attachment H

### Agreement Review Statement

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As an Offeror to PMGAA's Solicitation 2023-020-RFP, Automated Teller Machine Services], Offeror hereby certifies that Offeror has reviewed the PMGAA sample Terminal Concession Lease Agreement (Exhibit 3) and Section Three, Standard Terms and Conditions to be attached to the Terminal Concession Lease Agreement and have listed any objections to them below. The response shall clearly identify if the attached sample Terminal Concession Lease Agreement is acceptable in all respects. If the Agreement is not acceptable, the response shall identify the unacceptable clauses and shall provide suggested alternate language. General or vague statements or invitations to discuss further are not adequate answers.

Offeror is aware any objections to the sample Terminal Concession Lease Agreement (or to Section Three, Standard Terms and Conditions) will be considered and included in PMGAA's evaluation of my firm's qualifications. Offeror is also aware, if Offeror fails to list any objections to PMGAA's sample Terminal Concession Lease Agreement, including the Standard Terms and Conditions, Offeror will not be allowed to raise any objections later if selected as the most qualified Offeror.

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Signature of Offeror

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Date

Specific Objections:

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## Attachment I

### Addenda Acknowledgement

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Offeror is responsible for obtaining all addenda, if issued, via the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements, Vendors & Public Notices section or by other means (see Section One, Subsection A, paragraph 2, Addenda).

Failure to acknowledge, and include this form in Offeror's submittal, may cause Offeror's proposal to be deemed nonresponsive. If no addenda were issued, Offeror does not need to include this attachment in its proposal.

Offeror hereby acknowledges receipt of the following addenda issued by PMGAA for solicitation 2023-020-RFP (fill in Addendum Number and Date Issued).

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Attachment J**  
**Project Reference Questionnaire**  
**References should correspond to the three listed under Tab C, #2**

Offerors: Complete the top section of this questionnaire and supply to each of your references to complete.

Past Performance Survey of:

(Name of Offeror): \_\_\_\_\_

(Name of Project Manager(s): \_\_\_\_\_

Instructions: References will complete the following section about the Offeror and return this form directly to Phoenix Mesa Gateway Airport. Please email the completed form to Marian Whilden at [mwhilden@gatewayairport.com](mailto:mwhilden@gatewayairport.com) no later than June 29, 2023. Thank you for your time and effort in assisting the Airport in this important endeavor.

The Phoenix Mesa Gateway Airport is collecting past performance information on firms and their key personnel. The information will be used to assist the Airport in the selection of a firm for ATM Services. The firm listed above has listed you as a client for which they have previously performed work for. We would appreciate you taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Reference Firm Name: \_\_\_\_\_ Date/Year of Project: \_\_\_\_\_

Reference Phone: \_\_\_\_\_ Reference Email: \_\_\_\_\_

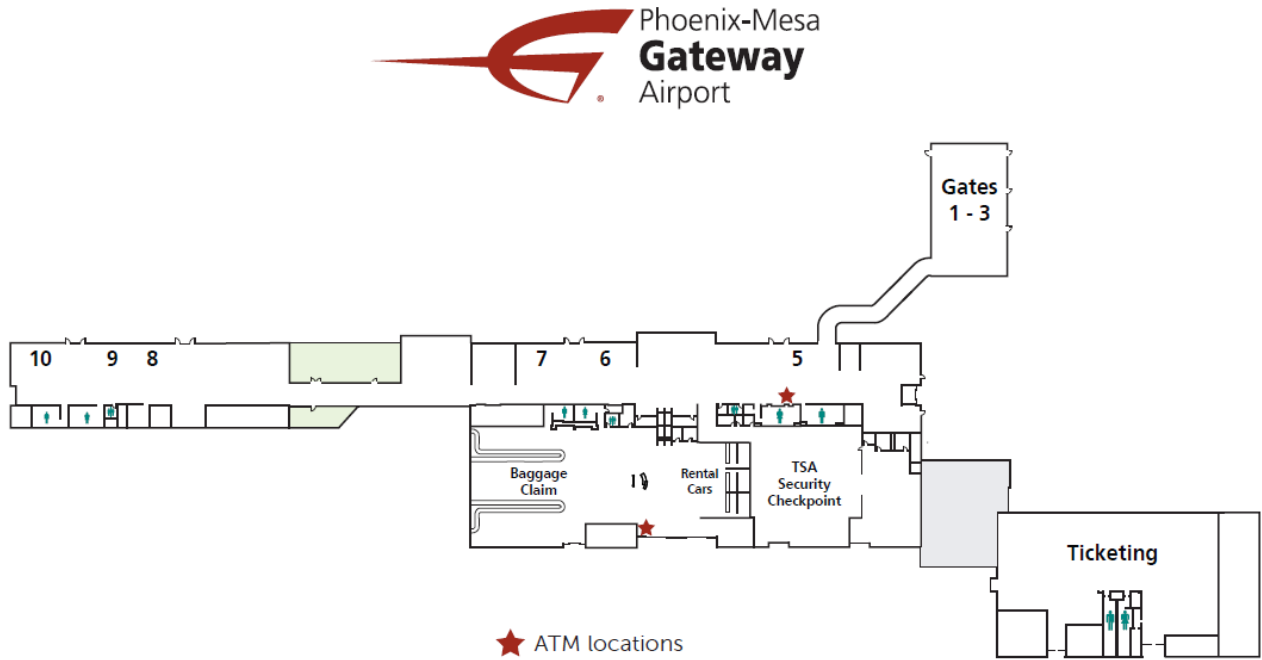
Project Description: \_\_\_\_\_

<b>NO</b>	<b>CRITERIA</b>	<b>UNIT</b>	<b>RATING</b>
1.	Ability to meet customer expectations	(1-10)	_____
2.	Ability to maintain project schedule (completed on time or early)	(1-10)	_____
3.	Ability to manage project costs (minimal change orders)	(1-10)	_____
4.	Ability to identify and minimize the owner's risk	(1-10)	_____
5.	Ability to increase value	(1-10)	_____
6.	Coordination of activities and documentation	(1-10)	_____
7.	Accessibility and communication	(1-10)	_____
8.	Leadership ability (minimize the need of owner direction)	(1-10)	_____
9.	Your comfort level in hiring the firm/individual again based on performance	(1-10)	_____
10.	Overall customer satisfaction	(1-10)	_____

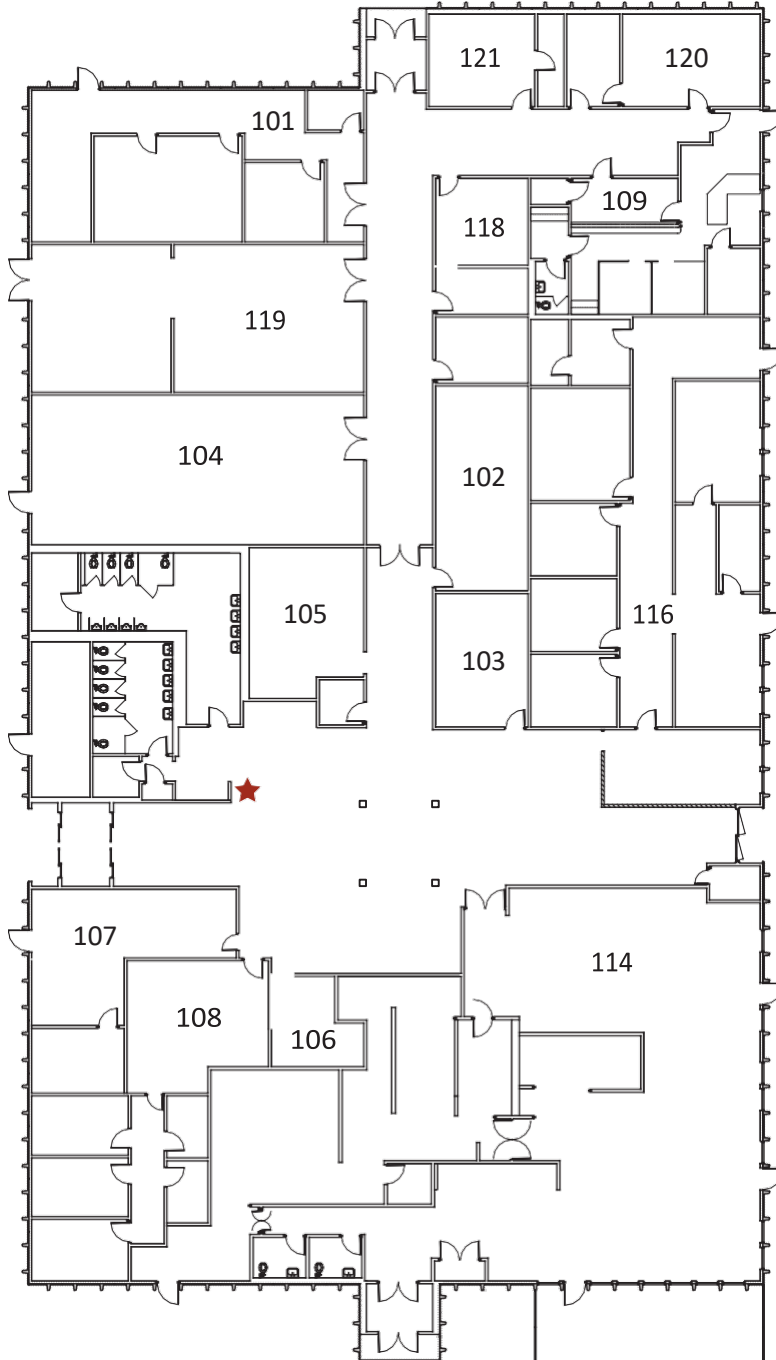
Comments: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Name Signature Date

**Exhibit 1**  
ATM Locations



**Exhibit 1 (Continued)**  
**Gateway Aviation Services Location (Add Alternate Option)**





**Exhibit 2**  
Monthly Transaction Report

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**BUSINESS NAME:** \_\_\_\_\_

**Reporting Period:** \_\_\_\_\_ to \_\_\_\_\_  
Date Date

Transactions Location	Transaction Totals
Baggage Claim	
Gate 5	
Gateway Aviation Services	
Total Transactions	

**Verified Signature:** \_\_\_\_\_  
Name Date

**A SIGNATURE IS REQUIRED TO MAKE THIS REPORT VALID**

**Report is due by the 20<sup>th</sup> day following the last day of the preceding calendar month**

**Please make payment payable to:**  
 Phoenix-Mesa Gateway Airport Authority  
 5835 S. Sossaman Rd.  
 Mesa, AZ 85212

**Exhibit 3**  
Sample Terminal Concession Lease Agreement

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***Phoenix-Mesa Gateway Airport Authority***

**TERMINAL CONCESSION LEASE**  
**AGREEMENT**

**Automated Teller Machine (ATM) Services**

*with*

**<COMPANY NAME>**

**Effective Date: December 1, 2023**