REQUEST FOR BIDS

FOR

Non-Exclusive Automated Teller Machine Concession

AT

LOS ANGELES INTERNATIONAL AIRPORT AND VAN NUYS AIRPORT

Release Date	**Thursday, March 16, 2023**
Electronic Bid Due Date	**Tuesday, April 18, 2023** **11:59 pm Pacific Time** Los Angeles World Airports Commercial Development Division
Deadline to Submit All Questions	**Thursday, March 23, 2023** **3:00 pm Pacific Time** cdgopportunities@lawa.org

Note: All communications regarding this Request for Bids shall be directed in writing to the RFB Administrator listed above. Written communications may be made through email, U.S. mail, or delivery service. Any bidder communicating with Los Angeles World Airports staff other than the RFB Administrator may be disqualified, and their bid declared non-responsive.

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SECTION 1: THE OPPORTUNITY

1.1. Objective

Los Angeles World Airports (LAWA), a Department of the City of Los Angeles (City), seeks competitive bids from firms with financial capacity and demonstrated experience in the installation, operation, and maintenance of automated teller machines (ATM). The successful bidder will provide ATM services at Los Angeles International Airport (LAX) and Van Nuys Airport (VNY).

1.2. Background

LAWA is a financially self-sufficient, proprietary Department of the City of Los Angeles, which operates, maintains and develops LAX and VNY. LAWA is controlled by a seven-member board, the Board of Airport Commissioners (BOAC), which is appointed by the Mayor and approved by the City Council.

In 2019, LAX set a record with more than 88.1 million passengers, making LAX the third-busiest airport in the world. Through December 2022, as travel continued to recover from the COVID-19 pandemic, LAX has served 65.9 million passengers and was ranked third among U.S. Airports for global trade by value year to date. VNY is a general aviation airport that houses the Van Nuys Flyaway Terminal Building, a transit facility located in the San Fernando Valley that provides shuttle service to LAX.

Bidders should understand the airport environment presents a set of unique challenges that do not exist in a typical urban shopping center setting. The Operator is required to comply with LAWA security policies and meet established requirements and is responsible for any expenses incurred by LAWA for corrective action resulting from non-compliance with LAWA or Transportation Security Administration (TSA) rules.

Up until February 2023, there were 23 ATM locations at LAX and one at VNY. Currently, there are 13 ATM locations at LAX and one at VNY. The Chief Executive Officer (CEO) or his/her designee may reduce or increase the number of locations as necessary. Current ATM locations are provided in Attachment A “Airport Location Maps”.

Statistical information, including maps and drawings, contained in this Request for Bids (RFB) is for information purposes only. The City is not responsible for inaccuracies or interpretations of said data. LAWA makes no guarantee as to the accuracy or reliability of any information in this RFB. Availability of any data will in no way relieve a bidder from the responsibility of determining for itself the business potential of the opportunities outlined in this RFB. Historical transaction data is provided in Attachment B “Historical Transaction Data”.

No Bid may be withdrawn after it has been submitted to LAWA unless the bidder so requests by letter and such request is received by LAWA before the time set for receiving Bids. No Bid may be withdrawn after the scheduled due date for a period of 180 calendar days. The Bid may remain valid beyond 180 calendar days after the closing date for submission of Bids by mutual agreement. **Bidders should carefully examine this RFB and the physical layout of the terminals, including ATM locations.**

1.3. Scope of Services

Operator will install, operate and maintain a minimum of 13 ATM units at LAX and one ATM unit at VNY, as approved by LAWA. Operator may propose additional locations and will be approved at LAWA's discretion. If LAWA determines that ATM units are needed at other locations such as new Terminals, newly renovated Terminals or newly constructed facilities, the Operator will provide ATM units at such additional locations. These self-service ATM units must accept debit and credit cards and distribute U.S. currency at a fair and reasonable price consistent with the transaction fee policy discussed in Section 1.3.3 of this RFB. Operator may propose ATM units that dispense U.S. currency and other international currencies. Currency exchange services are not permitted through this Agreement.

This section generally describes the scope of the Agreement. A Draft Agreement is included as Attachment C of this RFB. The terms contained herein should be considered illustrative and are subject to change. Bidders should rely on the Draft Agreement.

Operator's Responsibilities Summary:

1. Planning and Implementation

    - The operator will be required to install new or like new machines and incur all costs including: procurement and installation of machines, related equipment/materials, software, maintenance, repairs, cleaning services, labor and any other costs incurred during installation, operation and maintenance.
    - If necessary, coordinate transition of operation with existing concessionaire.
    - Compliance with City, State and Federal programs, laws, rules, regulations and terms and conditions as hereinafter set forth in this RFB and the Concession Agreement is required.

2. Installation and Relocation Requirements

    - The operator must install new power conduit, cable and outlets at locations where a power outlet is not available and make connections to the nearest LAWA telecommunications room power panel. Operator will be responsible for all associated costs. All conduit, cable, circuit breakers and related hardware will become the property of LAWA at the expiration or termination of the Agreement.

- All installations must be complete within 30 days of the issuance of the Construction Approval Letter from LAWA.
- The operator will be required to coordinate all construction, installation and relocation activities with LAWA as instructed in the Construction Approval Letter.

3. Transaction Fee

- Operator may not impose a transaction fee exceeding $3.00 per cash withdrawal unless approved by CEO or his/her designee.

4. Equipment and Hardware Specifications

- All equipment, materials, parts, cable, software and hardware furnished must be like new or new current models. If and when such items are replaced, items must also be like new or new current models.
- Robustness/Sturdiness: Machines must be capable of withstanding moderate levels of vandalism and abuse.
- Machines must be electrically and acoustically shielded and insulated to ensure the mechanical noise is not emitted and that electromagnetic interference does not enter or exit machines.
- Ventilation: Proper ventilation and filtering must be provided in each machine to ensure proper operating temperatures for equipment and dust abatement.
- Displays: Machine displays must comply with Section 508 of the Rehabilitation Act and such other rules and regulations as applicable.
- Each machine must at all times be in compliance with all applicable federal, state and local laws and regulations regarding accessibility, including but not limited to Americans with Disabilities Act (ADA) standards, as such standards may be amended from time to time. Operator shall obtain a Certified Access Specialist (CASp) inspection for each machine and shall provide City with a copy of each CASp report.

5. Signage

- In addition to transaction fees, the operator will post signs at each machine explaining ALL fees and charges, if any, that may be incurred. Signage must include the following:
    - Instructions.
    - 24-hour Customer service telephone number for reporting problems.
    - Unit identifier number or name.

6. Operation and Maintenance

   - Operator will ensure that all machines are in working order at all times.
   - Operator will conscientiously operate and maintain machines and other hardware and software as necessary for their efficient operation. Maintenance includes but is not limited to, remote monitoring, preventative, remedial and record maintenance. Maintenance will be provided on a 24-hour basis, seven days a week. Operator will provide LAWA with a telephone number and email address to be used by LAWA personnel to notify the operator of any of any problems.
   - Operator will be responsible for the maintenance of all cables leading to the LAWA electrical room.

1.4. Draft Concession Agreement

LAWA has issued a Draft Agreement for this RFB, see Attachment C "Draft Agreement".

(For definitions of capitalized terms in this RFB refer to Attachment C "Draft Agreement").

The following are a few aspects of the Draft Agreement. The terms contained herein should not be considered as a full representation of the Agreement but should be considered illustrative and are subject to change:

A. Term

The Term will be for five years, commencing on August 1, 2023.

B. Payments to LAWA

The operator will be required to make payments to LAWA based on its response to this RFB.

C. Sub-Concession Agreements

Any sub-concession agreements between the operator and third parties will be subject to LAWA approval pursuant to terms included in the Agreement. As part of the approval process for sub-concessionaire(s), LAWA may require financial statements, a financial pro forma for operations, proposed offerings, pricing and other information LAWA deems necessary for reviewing operator's proposed sub-concessionaire(s), if any.

Operator will be required to actively monitor sub-concessionaire(s) performance and replace sub-concessionaire(s) who underperform. In addition to the operator, sub-concessionaire(s) will also be required to abide by all applicable LAWA requirements, including but not limited to the Living Wage Ordinance, The First Source Hiring Program and LAWA's Labor Peace Policy.

D. Excluded Concessions and Services

Under this agreement, the operator and its sub-concessionaire(s), if any, will not be permitted to provide services other than ATM service. The operator may have other agreements with LAWA to provide separate goods or services in alternate locations.

Pursuant to the terms of the Agreement, at any time during the Term of the Agreement that the operator fails to provide service without the prior written approval of LAWA, LAWA may reclaim the ATM locations and award rights to another party.

The operator may not enter into any agreements to provide space to others for any purpose, unless approved by LAWA.

E. Improvements Acquisition by LAWA

The Agreement will establish terms allowing LAWA to invoke early termination rights for the space if needed for security-related or airport development-related purposes. In such event, operator will remove ATM(s) and restore location(s) to the condition in which it was found.

F. Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program and Inclusivity

LAWA has determined there is no ACDBE goal for this RFB.

Pursuant to United States Code of Federal Regulations Title 49-Transporation, Subtitle A, Part 23 (49 CFR 23), LAWA's policy is to provide ACDBEs the opportunity to compete for and participate in performance of all LAWA contracts. The objective of this policy is to achieve participation of ACDBEs at levels comparable to their availability to provide goods and services to LAWA, with the ultimate goal of developing their status and expertise so that they may compete for future contracts on an equal basis with other successful non-ADCBE firms.

For the purpose of the ACDBE policy, an Airport Concession is defined as:

1. A business located on an airport engaged in the sale of consumer goods or services to the public under an agreement with an airport, another concessionaire, or the owner or lessee of a terminal.

2. A business conducting one or more of the following activities, even if it does not maintain an office, store, or other business location on an airport, as long as the activities take place on the airport: management contracts and subcontracts, a web based or other electronic business in a terminal or which passengers can access at the terminal, an advertising business providing advertising displays or messages to the public on the airport, or a business providing goods and services to concessionaires.

G. Labor Peace Agreement

LAWA Board Resolution No. 23437, which sets forth LAWA's Labor Peace Policy, is described as part of the Administrative Requirements in Section 4. Compliance with LAWA's Labor Peace Policy, as currently established or subsequently revised, is mandatory throughout the Term of the Agreement.

H. Other

The operator is required to comply with LAWA security policies and adhere to established requirements. The operator is responsible for all expenses incurred by LAWA for corrective action resulting from either the operator's or its sub-concessionaire(s) non-compliance with LAWA or TSA rules and regulations.

Deliveries for both construction and operations must be made in conformance with LAWA and TSA regulations, which may include limitations on time of day and location of routing.

1.5. Qualifications

Three years of experience within the last five years in the installation, operation, and maintenance of an ATM business with at least 400,000 transactions per year and demonstrated financial capability, as determined by LAWA.

1.6. Bid Process

A. Bid Submittal

Compensation to the City under this RFB consists of two components, which are as follows:

1. Annual Base Rent of $400,000.00; and,

2. Percentage Rent, which is the biddable component of this RFB, consists of the percentage share of every ATM transaction in which a fee is charged to the customer.

   A "transaction" is defined as an authorized and approved cash withdrawal processed at ATM(s) operated by Concessionaire pursuant to this Agreement, by cardholders who are capable of accessing the ATM debit and/or credit card networks and any other services provided to ATM users for which the operator charges a fee. The Concessionaire may not impose a transaction fee exceeding $3.00 per cash withdrawal, unless expressly authorized by LAWA's CEO.

Indicate percentage share bid on the attached Financial Bid From (Attachment E).

The highest bidder that meets all the requirements of this RFB will be recommended for award of the concession.

B. Multiple High Bids

In the event one or more parties propose the same amount and that amount is the highest bid, LAWA will request, via email, that those parties submit another bid within five business days, provided that the new bid must not be less than the original bid. The highest responsive qualified bid received will be recommended for award of the concession. This process may be repeated multiple times.

SECTION 2: THE BID

2.1. CONTENTS

It is the bidder's responsibility to:

- Verify that the bid is complete and the firm has completely responded to all bid items and administrative documents in the RFB.
- Make sure that the bid is well organized and easy to read.

Written submittal to this RFB process will be the primary basis on which LAWA will consider its award for the contract; therefore, bidders should be thorough, detailed and as concise as possible when responding to each bid item and assembling a bid. In the written bid, bidders must include responses to all bid items requested. Bidders will not be able to add to or modify their bids after the bid due date. LAWA may deem a bidder non-responsive if the bidder fails to provide all required documents and copies.

In submitting the bid, the bidder agrees the bid will remain valid for 180 days after the deadline for submission of bids and may be extended beyond that time by mutual agreement. Bids accepted by LAWA constitute a legally binding contract offer.

Bids must contain all of the following:

PART 1 – Written Proposal
Cover Letter
Bidder's Statement
Financial Bid Form
Financial Capability
Business Ethics
Business Reference Form

PART 2 – Administrative Requirements
Administrative Requirements (Attachment 4.1)

2.1.1 Cover Letter

The cover letter, which will be considered an integral part of the bid, must be on official company letterhead, identify the bidder's legal structure and be signed by the person or persons who have legal authority to bind the firm in contractual matters with LAWA. It must also contain their contact information. A copy of the Corporate Resolution or other appropriate evidence of authority must be attached to the cover letter. LAWA reserves the right to reject any bid that contains an unsigned cover letter and/or submits incomplete documentation.

2.1.2 Bidder's Statement

Bidders must submit a completed and properly executed "Official Bid Statement" provided in Attachment D of this RFB.

2.1.3 Financial Bid Form

Bidders must submit a complete "Financial Bid Form" provided in Attachment E of this RFB.

2.1.4 Financial Capability

This section must provide LAWA with an understanding of the bidder's overall financial capability (1) to underwrite the equipment and capital investment proposed; (2) to ensure sufficient working capital is available for operations and reinvestment during the Term of the Agreement; and, (3) to meet its rent obligations throughout the term of the Agreement. LAWA will utilize information submitted to determine whether the bidder meets the Minimum Qualifications for financial capability. LAWA reserves the right to request at any time during the RFB process, any additional information it deems appropriate to assist in determining whether the bidder has the requisite financial capability.

The bidder must:

a. Demonstrate it has the financial capability to support the capital investment required to ensure the operation meets all health and safety codes and has the means to ensure construction and/or installation undertaken will be successfully completed in a timely manner.

b. Demonstrate that it has the financial capability to maintain the on-going obligations set forth in the Agreement.

c. Provide the following: (1) for the most recent three complete fiscal years, audited financial statements, including a balance sheet, income statement and statement of cash flows, prepared in accordance with generally accepted accounting principles (GAAP). Footnote disclosures and the accountant's audit report should accompany such financial statements. If the most recent fiscal year end is within 90 days of the Bid submission deadline and the audit of such financial statements is not yet complete, then submit audited statements for the two most recent years that have been completed and then supplement your response by submitting the most recent year's financial statements upon completion of that audit. If audited statements are not available for the bidder, then so state and submit unaudited statements for such time periods to the extent available, accompanied by a notarized statement from the bidder's Chief Financial Officer certifying the accuracy of the financial information contained in such statements and also submit audited statements for such periods for the Guarantor; and, (2) unaudited year-to-date financial statements including balance sheet, income

statement and statement of cash flows, prepared in accordance with GAAP, for the most recently ended fiscal quarter. If the most recent fiscal quarter end is within 45 days of the submission deadline and such financial statements are not yet complete, then submit statements for the prior fiscal quarter and then supplement your response by submitting the most recent fiscal quarter financial statements.

A bidder may use a guarantor to satisfy the above financial capability requirement. In such case, the bidder must provide the above financial statements for the guarantor and the bidder. The guarantor will agree to guarantee all performance and financial obligations of the bidder to LAWA.

d. If the bidder is organized as a partnership, JV or LLC, then the above referenced financial statements must be provided for each JV entity or members of the LLC. If a partnership, JV or LLC, state the following: (1) names of the partners, entities comprising the JV or members of the LLC; (2) their experience in managing and operating an ATM business; and, (3) the proportionate share of the business owned by each partnership, JV or LLC. Include a copy of the partnership, JV or LLC operating agreement.

e. Written statement indicating any legal action against the bidder within the last ten (10) years.

2.1.5 Business Ethics

Disclose any circumstances where the conduct of the bidder, or any officer, partner, major (greater than five percent interest) shareholder, proposed guarantor or other related party is currently being investigated by any governmental, administrative or law enforcement agency or entity. Also disclose any adverse decision against the bidder or such related parties (including but not limited to judgments entered by any court whether state or federal) or settlement with any such legal or administrative body in the past five years.

If the bidder or any of its principals, officers, directors or members or any proposed guarantor has been involved in any bankruptcy proceedings in the past seven years, information or documentation as to the current status of any such bankruptcy should be provided in this section.

If the bidder or any related parties have other business interests or relations that could cause a conflict of interest in its business with LAWA, the details of such conflict(s) should be stated here.

If no conflicts exist, that fact should also be stated here.

2.1.6 Business Reference Form

Bidders must submit a complete “Business Reference Form” provided in Attachment F of this RFB.

2.2. SUBMISSION REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

2.2.1 Submission Requirements

Potential bidders should read, review and understand this RFB, all the attachments and any addenda issued. The bidder should submit a bid in accordance with the instructions given in this RFB. The bid should be prepared as specified as to form, content and sequence.

Bids must be submitted electronically through the following process:

Step 1: Please submit your two (2) proposal documents with the following names and file format:

ATM_*CompanyName*_PartA_WrittenProposal.pdf
ATM_*CompanyName*_PartB_AdminRequirements.pdf

Step 2: Please click on the following to submit your two proposal documents:

Proposal Document Submittal

If you are unable to open the above link due to computer restrictions, open this document in Adobe Reader and copy-paste the following URL into a web browser (Chrome, Firefox, etc.):

https://lawa.app.box.com/f/4ee6450c59944fcdac05af49d5fed94b

Important Notes Regarding Bid Submittal:

- **Files must be successfully uploaded by the due date and time.**
- Please start the upload process at least one hour before the deadline to allow for file transfer. The upload completion message is confirmation of successful document submittal.
- Please make sure to upload the individual files. Folders cannot be uploaded.
- The email address required for submittal may be contacted for questions and clarification.
- Proposal document revisions are allowed prior to the deadline. Please submit your updated files with the same filenames and LAWA will accept the latest copies prior to the deadline.
- For further help regarding proposal submittal, please contact Javier Gomez at jgomez@lawa.org and Dana Tominaga at dtominaga@lawa.org.

2.2.2 Instruction to Bidders

Bidders must submit their bid in accordance with the format outlined herein and must initial any and all interlineations, alterations, or erasures in its submissions. The bid must be submitted in the following parts:

1. Part 1: Written Proposal – Bidders are required to submit an electronic version of the Part 1 Proposal on Box.com as outlined in Section 2.2.1. Bids must be submitted no later than the date and time indicated on the cover page of this RFB. LAWA may require one (1) original and one (1) copy of the physical Part 1 Proposal, from the successful bidder. If LAWA requires the hard copy proposal, the successful bidder will be notified in writing.

2. Part 2: Administrative Requirements – Bidders are required to submit their Part 2 Administrative Requirements on Box.com as outlined Section 2.2.1. LAWA reserves the right to require the submission of wet signature copies of the Proposal Part 2 documents from the successful bidder. If LAWA requires the wet signature copy, the successful bidder(s) will be notified in writing.

A. Bid Bond

No bid will be considered unless the bid bond accompanies it. The amount of the bid bond must be ten percent (10%) of the aggregate Minimum Annual Guarantee (MAG) bid for the first contract year.

Each bidder is required to submit either:

- A cashier's or certified check issued by a responsible bank, payable to the City of Los Angeles, Los Angeles World Airports; or,

- An acceptable bid surety bond from a responsible surety company for a like amount and so payable. If a surety bond is used, please carefully read the instructions for Bid/Proposal Bond in Attachment 4.1 and complete the Official Bid Statement in Attachment D of this RFB.

An electronic copy of the Bid Bond must be included in your electronic submission.

The original version of the Bid Bond is due April 18, 2023. It must be delivered to the address below and addressed to the staff member identified below.

Office Hours:
Tuesday – Thursday
7am – 4pm

Los Angeles World Airports
Commercial Development Division
Attn: Benét Yowarski
6053 W Century Blvd., Suite 400
Los Angeles, CA 90045

The Bid Bond of the successful bidder will be held to guarantee execution of the Agreement and delivery of the Faithful Performance Guarantee (FPG). The Bid Bond or the cash proceeds thereof will be retained by LAWA as liquidated damages if the successful bidder fails to execute the Agreement or deliver the FPG. The Bid Bonds of the unsuccessful bidders will be returned within 30 days of award of the concession to the successful bidder or rejection of the bids. Please read and carefully follow the instructions in this RFB on how to submit the Bid Bond.

B. Authority to Bid

Signatures required in response to this RFB must be provided by a duly authorized representative defined as the person or persons (i.e. Chief Executive Officer, General Manager, Agency Director, Board Chair, etc.) who have legal authority to bind the bidder in contractual matters with LAWA. This authority should be evidenced in a corporate resolution, or other appropriate evidence of authority, granting this authorization. A copy of this corporate resolution, or other appropriate evidence of authority must be attached to the bid statement.

C. Minimum Qualifications

Three years of experience within the last five years in the installation, operation, and maintenance of an ATM business with at least 400,000 transactions per year and demonstrated financial capability, as determined by LAWA.

D. Verification of Prior City Contracts

The City Council adopted a resolution that a list of all City contracts held by a bidder within the past ten years be included in all RFB response packages. LAWA staff may obtain reference information regarding any bidder's performance by contacting City Departments contracting with the bidder.

E. Contract Award

Upon execution of the Agreement, LAWA Management will recommend BOAC approval of the Agreement, which will not be final and binding on LAWA until approved by the BOAC.

F. Validity of Bids

In submitting the bid, the bidder agrees the bid will remain valid for 180 days after the deadline for submission of bids and may be extended beyond that time by mutual agreement.

2.2.3 Selection Procedure

The selected bidder will be required to enter into a contract agreement with LAWA. Any such contract(s) will be subject to award by the BOAC and approval as to form by the City Attorney. LAWA reserves the right to award a contract based on all or only a portion of the scope of work outlined in this RFB.

2.2.4 Questions and Answers

All questions received by the deadline established below may be addressed at LAWA's discretion in an addendum posted to www.rampla.org. In addition, should LAWA amend the requirements set forth herein, a written addendum will be issued reflecting any changes and such addendum will also be posted at www.rampla.org **Thus, all firms submitting bids in response to this RFB must register at www.rampla.org.**

All questions or requests for clarification on the RFB must be clearly presented in writing and transmitted by email no later than the date on the cover of this RFB via email at cdgopportunities@lawa.org.

LAWA will only communicate with one person per bid. It will be the responsibility of the bidder to identify in the bid the correct name and address of the contact person, phone number, fax number, and e-mail address.

2.2.5 Additional Terms and Disclosures

Bidders are expected to read and understand all terms, conditions, disclaimers and requirements associated with this RFB, as provided in Attachment G.

SECTION 3: THE CONTRACT

3.1 CONTRACTING WITH LAWA

The contract for the Non-Exclusive Automated Teller Machine Concession will be awarded by the BOAC to the bidder that best meets the requirements specified in this RFB. Degree of responsiveness to the RFB and qualifications to successfully implement the proposed service will be determined by LAWA from the information furnished by the bidder in the submittals. An award will not be made until after LAWA has verified information regarding the demonstrated experience and responsibility of the bidder. Each bidder consents to LAWA obtaining such verification by submitting its bid. LAWA reserves the right to reject all bids.

Note: No contract or portion thereof may be assigned without consent of the CEO within his/her authority or the BOAC. The bidder will not permit any subcontractor to be voluntarily assigned or transferred, or allow the contract to be performed by anyone other than the original subcontractor(s) listed on the original response to the RFB without written consent of the CEO within his/her authority or the BOAC.

SECTION 4: APPENDICES & ATTACHMENTS

4.1	Administrative Requirements
A	Airport Location Maps
B	Historical Transaction Data
C	Draft Agreement
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