REQUEST FOR PROPOSALS AUTOMATED TELLER MACHINE SERVICES EL PASO INTERNATIONAL AIRPORT



Issued By:

El Paso International Airport 6701 Convair Rd El Paso TX 79925

February 24, 2025

REQUEST FOR PROPOSALS AUTOMATED TELLER MACHINE SERVICES

El Paso International Airport

The El Paso International Airport (hereinafter "Airport") is seeking proposals from experienced and qualified institutions with a national or regional banking affiliation, to install and operate Automated Teller Machines (hereinafter referred to as "ATMs") at the El Paso International Airport for a contract term of three (3) years with an option to extend for two (2) additional years.

This document outlines the prerequisites, selection process and documentation necessary to submit a proposal for the requested services. Negligence or omission on the part of the Proposer in preparing any portion of the proposal confers no right to withdraw or make changes, additions, or deletions to the proposal after the proposal submission deadline.

1.0 GENERAL REQUIREMENTS

1.1 Sealed Proposals

Sealed proposals sent by certified mail or emailed proposals, shall be submitted **by 5:00 p.m. MST on Friday March 14, 2025 and delivered to**:

Mail: El Paso International Airport 2nd Floor Administration "Request for Proposals – Automated Teller Machines Services" 6701 Convair Rd, Administration 2nd Floor El Paso, Texas 79925

Email: <u>AirportPropertiesManagement@ElPasoTexas.gov</u>

"Request for Proposals - Automated Teller Machines Services"

All proposals received / postmarked <u>after</u> Friday March 14, 2025 shall be deemed late and non-responsive.

All proposals will be dated upon receipt by El Paso International Airport staff. All documents and information listed in Exhibit E – Proposal Checklist must be submitted in a sealed envelope sent by certified mail and must be clearly marked: "Request For Proposals – Automated Teller Machine Services" or emailed as a PDF and subject of the email must be "Request For Proposals – Automated Teller Machine Services". It is the sole responsibility of Proposer to ensure submissions are delivered to El Paso International Airport by the designated date and time. The Airport will not be liable for any delays in proposal delivery due to the handling by the U.S Postal Services, courier services, overnight carriers, or other delivery services. Late proposals will not be considered. All responsive proposals become the property of the Airport and must be provided at no cost to the Airport.

Additionally, each Proposer agrees that all information, data, documentation, and materials submitted will become the property of the El Paso International Airport and will not be returned. All submitted materials will be treated as public information and made available for inspection in accordance with applicable public records laws. If any proprietary information is included that the Proposer wishes to keep confidential (to the extent allowable under Texas law), it should be clearly identified as such in the proposal, with justification provided.

El Paso International Airport reserves the right to reject any and all proposals, to waive minor informalities and irregularities in the submission process, to request additional information and data from any or all Proposers, to supplement, amend, or otherwise modify the RFP before the closing date, to cancel this request with or without a substitute RFP, to reissue the RFP, or to accept a proposal deemed to be in the best interest of the Airport.

Upon selecting a successful Proposer (thereafter referred to as "Concessionaire"), the agreement executed will follow and comply with Section 3.0 (SCOPE OF WORK). This RFP and the successful Proposer's submission will be incorporated into and become part of the final Concession Agreement.

By submitting a proposal pursuant to this RFP, the Proposer certifies that no fee, commission, or other item of value has been paid or agreed upon with any employee, agent, representative, or other official to secure the Agreement described in this RFP.

Proposal must meet the requirements specified in this RFP. By submitting, each Proposer agrees that their proposal constitutes a firm offer to the Airport and will remain valid for acceptance until a Concession Agreement is executed by the Airport or for a period of no less than ninety (90) days from the submission date, whichever comes first.

Written proposals must include sufficient information to evaluate the following criteria;

- Proposer's previous and current experience managing Automated Teller Machine Services with a national or regional banking affiliation
- Financial plan/statement
- Ability to satisfactorily meet minimum service and operational requirements
- Organizational and operational plan
- Evidence of financial stability
- Proposed fees as submitted by the Proposer
- Ability to meet the Airport's minimum insurance requirements and concession payment criteria

1.2 Withdrawal of Proposal

No Proposal may be withdrawn after it has been submitted to the Airport unless the Proposer makes a request for withdrawal in writing and the request is received by the Airport prior to the proposal submission deadline (Friday, March 14, 2025). No proposal may be withdrawn after the proposal submission deadline (11:59 p.m. (MST) Friday, March 14, 2025) for a period of ninety (90) days.

1.3 Equal Employment Opportunity

El Paso International Airport is an Equal Employment Opportunity (EEO) organization, which does not discriminate on the basis of race, religion, color, sex, age, marital status, national origin sexual orientation, or the presence of any sensory, mental or physical disability in consideration of a contract award. The successful Proposer will be required to comply with all federal, state, and local laws and regulations.

1.4 Prohibition Against Lobbying

The Proposer shall not lobby, either on an individual or collective basis, the Airport (its associated City employees, or outside advisors) or any federal, state, or local elected or public official or staff regarding this RFP or its written proposal. Proposers, the Proposer's acquaintance, friends, family, outside advisors, agents, or other representatives shall not contact the Airport (its associated City employees, or outside advisors) or any federal, state, or local elected or public officials or Airport staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written proposal.

1.5 Solicitation Schedule

The following schedule has been established for this selection process:

Schedule Item	Schedule Date
Issue Date of RFP	February 24, 2025
Proposer Question Submission Deadline	March 04, 2025
Proposal Submission deadline	March 14, 2025
Final Evaluation (committee)	March 21, 2025
Recommendation to the Airport Director	March 27, 2025
Successful Proposer's Award Letter	April 04, 2025
Commencement of Agreement	TBD

1.6 Questions, Inquiries and Airport Contact

The Airport is committed to providing all interested parties with accurate and consistent information in order to ensure that no Proposer obtains an undue competitive advantage. To this end, from the date of this RFP through award of the Contract, the Airport contract is:

El Paso International Airport 2nd Floor Administration Proposal Committee – ATMs 6701 Convair Rd, Second Floor El Paso, Texas 79925 Email: <u>AirportPropertiesManagement@ElPasoTexas.gov</u>

All questions from Proposers must be submitted in writing, or electronically, to <u>AirportPropertiesManagement@ElPasoTexas.gov</u> no later than 5:00 p.m. MST, Tuesday, March 04, 2025 (question/clarification deadline). It will be the sole responsibility of Proposers to ensure questions are submitted in a timely manner. Addendums to this RFP (if any), to provide clarification of written questions submitted by Proposer's, shall be posted on the Airport's website no later than 5:00 p.m. Friday March 7, 2025.

Oral communications and emails from the Airport, its staff, agents, Airport members, employees or outside advisor, or any other person associated with this RFP shall not be binding on the Airport and shall in no way modify any provision of the RFP. Only formally issued addenda shall modify the terms of this RFP. Any addenda issues for this RFP will be published at the following website <u>https://www.elpasointernationalairport.com/</u>. Proposers are responsible for checking the website prior to submission of proposals for any addenda. If you are unable to download the addenda, you may contact the Airport Contact noted in this section.

2.0 BACKGROUND INFORMATION

2.1 Purpose of the Project

This Request for Proposals is being issued by the Airport to solicit proposals from experienced and qualified Proposers desiring to install, operate and maintain Automated Teller Machines (hereinafter referred to as "ATMs") at the El Paso International Airport for a contract term of three (3) years with option of two (2) year extension. The Proposer shall install, operate and maintain in good working order, a minimum of three (3) ATMs (1 ATMs pre-security and 2 post security) at the El Paso International Airport, with the appropriate telecommunication modems, cameras, and alarm systems as applicable – all in compliance with industry standards. Proposers may approval The Airport shall make available the Premises at the El Paso International Airport and the concessionaire shall install the ATMs at location designated by the Airport.

3.0 SCOPE OF WORK

3.1 Minimum Experience, Service and Operational Requirement of the Concessionaire

- A. Concessionaire shall have a national or regional affiliation with a recognized banking institution.
- B. Concessionaire shall have in circulation, ATM cards that must support, at minimum, Visa, Master Card and American Express. Proposer must identify the supporting networks that they utilize.
- C. The Concessionaire's ATMs shall support the following transaction types in both English and Spanish language formats:
 - Cash withdrawal from credit card account
 - Cash withdrawal from checking account
 - Cash withdrawal from saving account
 - Transfer from checking to saving
 - Transfer from savings to checking
 - Balance inquiry from checking
 - Balance inquiry from savings
- D. Concessionaire shall provide complete data processing of ATM transactions including communication, routing, authorizing, settlement, etc.,
- E. Concessionaire shall provide system monitoring, diagnostics and service dispatch.
- F. Concessionaire shall provide vendor maintenance for necessary problem resolution and repair by qualified technicians. Hours of vendor maintenance should include 24 hours. Response time shall be less than two (2) hours.
- G. Concessionaire shall provide maintenance for minor problems (currency and/or form replenishment), which does not require vendor technicians, during non-peak hours.
- H. Concessionaire shall provide operational support for ATM balancing, settlement, adjustments and captured card processing.
- I. Concessionaire shall maintain the availability of the ATM system in a manner that will ensure Ninety Five Percent (95%) uptime (22.8 hours) for each twenty-four (24) hour period, seven (7) days per week.
- J. Concessionaire shall provide monthly reporting of total transactions.
- K. Concessionaire shall be responsible for all ongoing operating costs.
- L. Concessionaire shall be responsible for installation and maintenance of all required electrical and communication lines and communication links to the ATMs
- M. The successful Concessionaire shall furnish to the Airport the following information with their request for approval on any and all signage for the ATM machines:
 - An elevation (drawn to scale) of the ATM and sign location(s)
 - A complete description of the signage

- N. The successful Concessionaire shall be responsible for meeting the requirements of the Americans with Disabilities Act (ADA) as it pertains to the operations of ATMs and other similar related style vending machines.
- O. Concessionaire shall be required to meet all security requirements as outlined in the Concession Agreement, including but not limited to, compliance with Airport and federal directives, background checks and badging requirements.
- P. Concessionaire's employees or agents that access post security ATM locations shall be required to be badged and may not be armed. Firearms are strictly prohibited at any post security location.

3.2 <u>Term</u>

- A. The rent shall be a minimum of:
- B. Monthly rental rate is determined by the approved terminal rate as approved by City Council Rates and Charges fee schedule. The rate is calculated by multiplying the rental space rate by the square footage. Current rate is \$80.16 per sq. foot
- C. The fee shall be a minimum of:
 - One Dollar and Fifty Cents (\$1.50) per monetary transaction per month.
- D. The Airport may entertain higher rents and fees than indicated above. Should the Proposer feel that they could meet their financial plans and provide the Airport with a greater rent and fee structure, the Airport would consider such a proposal over other proposals that are equal in all other respects. No offers will be accepted for rents and fees lower than those stipulated above.
- E. Other Fees: The Proposer will be responsible for all maintenance and repairs, insurance and taxes associated with the use and occupancy of the Premises and all costs and expenses relating to the proposed activity at the Airport.

4.0 SUBMISSION OF REQUIREMENTS

4.1 Proposal Form and Content

The Airport has made every effort to include enough information within this RFP for a Proposer to prepare a responsive proposal. Proposals must address each of the evaluation criteria in this RFP in a clear, comprehensive, and concise manner. Proposers are further advised that lengthy or wordy submissions are not necessary.

Proposals and their sealed packaging (boxes, envelopes, emails) should be clearly marked with the name and address of the Proposer and should be marked with the name of this RFP as indicated in section 1.1 (Sealed Proposals) of this RFP.

Proposals must be organized in the following order:

Table of Contents; Cover Letter; Executive Summary; Experience / Qualifications and Financial Background.

Proposers must answer all questions completely an accurately and furnish all required information, data, documentation, and material failure to do so may result in disqualification of the Proposer and/or rejection of a proposal. Notwithstanding these submittal requirements, the Airport reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposals.

4.2 Table of Contents

Proposals shall contain a Table of Contents. The Table of Contents outlines in sequential order, all of the areas of the proposal for clarity and ease of review of the proposal.

4.3 Cover Letter

Each Proposer must submit a cover letter identifying the name and address of the proposing entity. The original proposal must be signed by authorized representative of the proposing entity who is authorized to execute contractual agreements and/or commitments on behalf of the Proposer.

4.4 Executive Summary

Each proposal must contain an executive summary that summarize they key elements of the proposal. Additionally, included in the executive summary, must be a statement that explains why the Proposer would be the best choice for the Airport. The following information must be provided:

- Name and address of the proposing entity (or entities)
- Telephone number(s)
- Legal structure of the organization (Sole proprietor, partnership, joint venture, corporation)
- Name(s) of key individuals authorized to conduct business for the Proposer.

4.5 Management and Operational Plan

- Description of the management structure to be used in operation of the concession.
- Schedule of services and distinctive features to be offered by the Proposer at each ATM location.
- Location, availability and name of repair service and equipment maintenance provider.
- Maintenance and response time.
- Name of ATM network affiliations (regional, national and international).
- A card holder base (by participating institutions) and number of cards / cardholders having access to each network through the ATM
- Maximum amount of cash each ATM can provide within a twenty-four (24) hour period.
- A detailed description of all charges to customers including any customer usage fees.
- Historical percentage of uptime, equipment failure and card jams for the ATMs to be used at the El Paso International Airport.

Failure to accurately complete and submit the required Proposal Form (Exhibit A) and attach all the required information data, documentation, and material will be grounds for disqualification of the Proposer and/or rejection of a written proposal.

4.6 Experience/Personnel Qualification/References Information

This section provides each Proposer an opportunity to outline its experience and the qualifications of its personnel. Proposer may include information in this section which differentiates its company and proposal from the other Proposers. Information provided should be concise and applicable. Proposers shall include, as a minimum, the following information:

- a) Describe the nature of Proposer's business experience in providing and implementing ATM services for locations similar to El Paso International Airport. State the number of staff you currently employ in such operations.
- b) Cleary state the total number of similar ATM machines and their locations the Proposer has provided and implemented at facilities comparable in size to the El Paso International Airport within the last ten (10) years.
- c) Proposer shall provide:
 - 1. Project Manager: Proposer shall provide the name, address telephone number, and qualifications of the individual designated as the single point of contact for all work to be performed under this RFP (Project Manager)
- d) The Airport reserves the right to conduct reference checks for firms submitting proposals, either before or after proposals have been evaluated, and/or after interviews have been held (if any). Proposers should submit with their proposal three (3) verifiable references who currently utilize the proposed ATMs. The references shall be for machine installed within the last (10) years and shall include and identify the most recent installation. The references should include the name, title, email address, and telephone number of the contact person.

4.7 Financial Background Information

Proposer shall submit the following financial statements/information. If this information is not included, the proposal will not be considered for evaluation.

- a) Balance Sheets and Income Statements for the current Fiscal Year and prior two
 (2) Fiscal Years of operation prepared in accordance with generally accepted accounting principles and compiled by an independent Certified Public Accountant or notarized by the Chief Financial Officer or owner.
- b) Any additional information considered pertinent to indicate the Proposer's financial and operational capabilities.

The Airport reserves the right to request additional information to be used for evaluating responses received from any or all Proposers. Further, the Airport retains the right to disqualify from further consideration any Proposer who fails to demonstrate sufficient financial stability to perform the pending Concession Agreement.

4.8 Exceptions

The Airport intends to utilize it standard Concession Agreement for this RFP. Each firm must affirm in its proposal that the terms and conditions of this Agreement are acceptable.

Proposer shall include a list of exceptions to the RFP, if any on a separate page titled "EXCEPTIONS"

5.0 REQUIRED ADDITIONAL DOCUMENTS

<u>5.1 Exhibit A – Proposal Form</u>

Exhibit A – Proposal Form, must be completed, signed and submitted with the proposal or the proposal will be deemed non-responsive.

6.0 INTERVIEWS

Proposers may be required to interview with and/or make a presentation to the selection committee and/or the Airport Committee with the date and time to be determined.

7.0 RIGHTS RESERVED

7.1 Rights Reserved:

The Airport reserves the following rights:

- 1. To waive as an informality any minor irregularities in proposals and/or to reject any or all proposals.
- 2. To request additional information and data from any or all Proposers.
- 3. To supplement, amend, or otherwise modify the RFP through addenda issued.
- 4. To cancel this RFP with or without the substitution of another RFP.
- 5. To make such reviews and investigations as it considers necessary and appropriate for evaluation of the proposals.
- 6. To reject any proposal in the event that the Airport's analysis of the Proposer's financial status and capacity indicate, in the Airport's judgement, that the firm is not able to successfully perform the work.

8.0 COMMENCEMENT OF WORK

This RFP does not, by itself, obligate the Airport in any way. The Airport reserve the right to cancel the award without liability, except for the return of the proposal deposit without interest to the Proposer, at any time before the Concession Agreement has been executed by all parties.

The Airport's obligation will commence when the Agreement is executed by the Concessionaire and subsequently approved by the Airport. It should be understood that Concessionaire shall be required to be operational no earlier or later than 12:01 a.m. on the date the agreement is approved by City Council.

9.0 AUTHORIZED SIGNATURE

The authorized representative signature required on all documents associated with this RFP, including the Agreement, must be made by an officer of the company.

10.0 PROTEST AND APPEAL PROCEDURES

10.1 Deadline for Protest

The following deadlines for filing protests and appeals based on this RFP shall apply;

- A. RFP; Any protest related to the requirements of this RFP must be received by the Airport Contact Person in section 1.5 (Solicitation Schedule) no later than three (3) business days before the proposal submitted deadline.
- B. Awards: Any protest related to the award of an Agreement based on this RFP or protest of a decision by the Airport to reject a proposal must be received by Airport's Director within three (3) business days after notification to the protesting party that is was not awarded a contract or its proposal was rejected.

10.2 Form and Manner of Filing

- A. In Writing: All protests and appeals must be in writing, signed, and specify the reasons and facts upon which the protest or appeal is based. Failure to raise any reason or fact upon which the protest or appeal is based shall constitute a waiver and/or forfeiture of such reason or fact for protest or appeal.
- B. File protest of award with Aviation Business and Finance Assistant Director: All protests and appeals must be filed with the El Paso International Airport, Attention: Deborah Olivas, 6701 Convair Rd, Administrative Office, El Paso, TX 79925.

10.3 Airport's Review of Protests and Appeals

- A. The Aviation Business and Finance Assistant Director and Airport Attorney shall review and investigate property and timely filed protests and appeals. At the Airport's sole discretion, an informal hearing may be held with affected parties to gather additional information. The Aviation Business and Finance Assistant Director shall issue a written decision to the protestor, stating the reasons for the decision.
- B. Appeal to Airport's Director: Any further appeal of formal decision by the Aviation Business and Finance Assistant Director must be received by the Airport's Attorney within two (2) business days of receipt of the written decision by the Aviation Business and Finance Assistant Director. Properly and timely filed appeals of the decisions of the Aviation Business and Finance Assistant Director shall be reviewed and investigated by the Airport Director, who shall issue the Airport's final decision.

10.4 Failure to Meet Deadline

Failure to meet nay application deadline for a protest and appeal shall constitute a waiver of any and all rights to protest and appeal.

11.0 ADMINISTRATIVE REQUIREMENTS

11.1 Cost of the Proposal

The Airport shall not, under any circumstances, be responsible for any cost or expenses associated with the proposal submitted including, but not limited to, research, investigation, development, preparation, duplication, production, collation, packaging, delivery, transmittal, or presentation of the proposal or any other related information, data, documentation, and material. All costs and expenses incurred by the Proposer in connection with the proposal submitted shall be the sole responsibility of (borne solely by) the Proposer.

11.2 Public Disclosure

- A. <u>Property of Airport</u>: Proposal submitted to the Airport shall become the property of the Airport and shall not be returned to the Proposer.
- B. <u>Proposal are Public Records</u>: Pursuant to Texas Government Code, Chapter 552, proposals submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to this extent protected by state and/or federal laws, proposals shall be considered public documents and available for review and copying by the public after an award of contract is made by the Airport.
- C. <u>Public Records Exemption</u>: Any proprietary information included in the proposal that the Proposer wishes to remain confidential (to the extent allowed under the laws of the State of Texas) should be clearly identified as "Confidential" in the proposal. In addition, the Proposer must provide the legal basis for the exemption to the Airport.
- D. <u>Proposals Not Marked as Confidential</u>: If a proposal does not clearly identify the confidential portions, the Airport will not notify the Proposer that its proposal will be made available for inspection and copying.
- E. <u>Process for Disclosing Information</u>: If a request is made for disclosure of material or any portion marked "Confidential" by the Proposer, the City of El Paso Attorney will determine whether the material should be made available under the law.
- F. <u>Indemnification by Proposer</u>: To the extent that the Airport withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer shall agree to fully indemnify, defend and hold harmless the Airport, City and County of El Paso, their elected officials, agents and employees, from all damages, penalties, attorneys' fees and costs related to withholding information from public disclosure.
- G. <u>No Claim Against Airport</u>: By submitting a proposal, the Proposer consents to the procedure outlined in this section and shall have no claim against the Airport because of actions taken under this procedure.

11.3 Basic Eligibility

The successful Proposer must not be debarred, suspended, or otherwise ineligible to contract with the Airport.

12.0 GENERAL INFORMATION

Written proposals will be evaluated based upon the following criteria (the weighted or value associated with each element has been identified following the criteria to give Proposers an idea of the relative importance of each element to the Airport Review Committee):

#	Element	Weight or Value
1	Experience (Regional or National affiliation) &	20%
	Operating Plan	
2	Evidence of Financial stability	20%
3	Ability to satisfactorily perform the minimum service &	30%
	operational requirements	
4	Proposed Rents and Fees	20%
5	Proposal Response	10%

EXHIBIT A

PROPOSAL FORM

Name:	Proposed Monthly Rent for Machines:
	\$
Address:	Proposed Fee Per Transaction:
	\$
	Proposed Customer Usage Fee Per Transaction:
	\$
Date:	

Proposer is bounded by its written proposal for a period of ninety (90) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that the El Paso International Airport reserves the right to reject nay and all written proposals.

Proposal asserts that they have thoroughly read, understand, and acknowledge all aspects of this Request for Proposals and understand that they are bound by all aspects and provisions of this Request for Proposal and its contents.

The Proposer hereby agrees to enter into a Concessionaire Agreement no later than June 1, 2025 with the El Paso International Airport under the terms and conditions as set forth in the Request for Proposal dated February 24, 2025.

Attest:

Proposer:

Title:

Title: _____

EXHIBIT B

PROPOSAL SUBMISSION CHECKLIST

In addition to the cover letter and executive summary, the following information/documents must be submitted as part of the sealed written proposal in order for the proposal to the considered. (Please checkmark items below included in or with the written proposal and sign acknowledgement)

Exhibit A – Proposal Form Rents and Fees Proposed by Proposer Acknowledgement of Addendums (if any)

_____ Identification of Proposer

_____Qualifications and Experience

_____Financial Information

_____Management and Operational Plan

_____Acknowledgement of Term and Conditions of Sample Concession Agreement

PLEASE ACKNOWLEDGE ABOVE INFORMATION/DOCUMENTS ARE INCLUDED IN OR WITH WRITTEN PROPOSAL

X_____

Authorized Signer

X_____ Date