Foreign Currency Exchange Services
AVN RCS 17-036

ADDENDUM 1
Issued September 13, 2017

The following applies and will supersede any conflicting provisions, instructions, or exhibits in the RCS. AVN RCS 17-036 is amended as follows:

DELETE AND REPLACE

1. Delete and Replace Exhibit 9 – Form – EOD – 1 with the Revised Exhibit 9 – Form – EOD – 1
On behalf of the Respondent, I certify under penalty of perjury that the following information is true and correct.

If selected as the Successful Respondent, the Successful Respondent will:

1) Fulfill all required small business outreach requirements and submit all required outreach efforts documentation for contracting opportunities within 60 days following contract execution;

2) Conduct all required small business outreach and submit a Small Business Utilization Plan along with all required outreach efforts documentation every year by the anniversary of the contract award date; and

3) Comply with the Race- and Gender-Neutral post-award requirements stated in the ACDBE Contract Clause.

Company Name:________________________________________________________

Company Mailing Address:________________________________________________

Print Name:____________________________________________________________

Title:_________________________________________________________________

Email Address:___________________________________________________________

Phone Number:___________________________________________________________

Signature:________________________________________________________________

Date:_____________________________________________________________________
QUESTIONS AND RESPONSES

Question 01:
We kindly request an extension of at least three weeks to the proposal deadline of
owing to the very short turnaround time for proposal preparation between responses to
questions and submittal deadline.

Response 01:
The Response deadline for RCS 17-036 is September 26, 2017. The City will
not be extending the Response deadline.

Question 02:
What is the current mag/percentage for the FX concession?

Response 02:
The greater of MAG or 12% gross sales. 2017 MAG is $72,994.

Question 03:
Lease Comments: Recitals 2: Travelex requests this lease be exclusive for Foreign
Currency Exchange Services in the Airport.

Response 03:
The City does not enter into exclusive contractual agreements. It is the
intent of the City to contract with one foreign currency provider for Foreign
Currency Exchange services.

Question 04:
Lease Comments: Section 4.2.1: The language here shall state that Travelex will
comply with this section so long as it does not violate applicable law.

Response 04: The City requires that the Successful Respondent be in
compliance with all laws. See Section 24 of the draft lease. If applicable
laws require a change, the Successful Respondent will work with the City to
comply.

Question 05:
Lease Comments: Section 5: This clause shall be removed in its entirety as currency
exchange prices fluctuate on a day to day basis.

Response 05: No, Section 5 does not apply to the fluctuating currency
exchange prices, or federally required fees, tax, etc. This section applies to
charges for services.
Question 06:
Lease Comments: Section 10: Travelex reserves the right to request changes to this section at a later date.

Response 06: No, the City will work with the Successful Respondent if insurance requirements would need to be amended based on unique needs. The City is unlikely to make any substantive changes.

Question 07:
Lease Comments: Section 10.7: This section shall be amended as follows:
   a. “…claims, actions, liabilities, damages, losses or REASONABLE expenses (“Claims”) caused by….
   b. Please remove the following language from this section: “Lessee will be responsible for primary loss investigation, defense and judgment costs.”
   c. Please remove “Lessee waives all rights of subrogation against Indemnitee for losses arising from the use, occupancy or condition of the Leased Premises.”

Response 07: No, the City will not amend Section 10.7.

Question 08:
Lease Comments: Section 17.2: Should there be damages to the Premises due to fire, explosion, Act of God, the public enemy or other casualty Lessee has the right to terminate the Lease immediately upon 15 days written notice to the Lessor.

Response 08: No, the City will not amend Section 17.2.

Question 09:
Lease Comments: Section 25.11: This section shall be deleted in it’s entirely and replaced with the following. Lessor reserved the right to further develop or improve the Airport and all landing areas and taxiways as Lessor may see fit. Should the Lessor further develop or improve the Airport in anyway causing loss of business to the Lessee for a period of 60 days or longer, Lessee will have the right to terminate the Lease immediately upon 15 days written notice.

Response 09: No, the City will not amend Section 25.11.

Question 10:
Lease Comments: Section 25.18: Please delete in its entirety.

Response 10: No, the City will not amend Section 25.18.
Question 11:
Lease Comments: Section 25.25: Please add the following language to the end of this clause: Should such improvements to the Airport cause loss of business to the Lessee for a period of 60 days or longer, Lessee will have the right to terminate the Lease immediately upon 15 days written notice.

Response 11: No, the City will not amend Section 25.25.

Question 12:
Lease Comments: Please provide Exhibit 2 for review.

Response 12: Exhibit 2 of the Concessions Lease will be provided by the Successful Respondent as directed in the RCS on page 12, D POST-AWARD SUBMISSION REQUIREMENT, b. MANAGEMENT AND OPERATIONS; and then added into the Lease before signing.

Question 13:
Lease Comments: Please provide Exhibit 3 for review.

Response 13: Exhibit 3 of the Concessions Lease will be provided by the Successful Respondent as directed in the RCS on page 12, D POST-AWARD SUBMISSION REQUIREMENT, d. MANAGEMENT AND OPERATIONS; and then added into the Lease before signing.

Question 14:
Please confirm for Exhibit 4, Annual Accounting Statement of Gross Sales and Percent Rent can be unaudited, but prepared and signed by our Financial Director?

Response 14: Yes, for the purposes of meeting the minimum qualifications, the Annual Accounting Statement and Gross Sales and Percent Rent can be unaudited but prepared and signed by your Chief Financial Officer or Financial Director. This does not change or eliminate the lease requirement stated in Section 3.4.3 of the draft lease.

Question 15:
Should the Respondent provide proof of “Good Standing” with the Arizona Corporation Commission in our response to the RCS?

Response 15: Proof of good standing with the Arizona Corporation Commission is not due at the response deadline, please refer to Section I (E).
Question 16:
Will the Airport consider a mutual Early termination clause after the completion of the 3rd Lease Year with a minimum of 120- day notice by either the Lessor or Lessee?

Response 16: No, the City will not consider a mutual early termination clause after the completion of the 3rd lease year with a minimum of 120 days’ notice by either the Lessor or Lessee.

Question 17:
Will the Airport consider a Security Bond in lieu of a Letter of Credit for the Performance Guarantee?

Response 17: No, the airport will not consider a Security Bond in lieu of a Letter of Credit for the Performance Guarantee.

Question 18:
Will the Airport remove from Required Services the following:
- Travel Insurance-Product decline and no sales make it a service that is difficult to maintain for the term of the Lease-should be optional
- Sale of Travelers Checks expressed in US $ and Foreign Currency-Product no longer available
- Purchase of Foreign Currency Travelers Checks-Due to banking restrictions these can no longer be accepted.
- Purchase of Money Orders-Potential fraud issues accepting money orders for transactions.
- Phone Cards-outdated product-Should be optional

Response 18: Respondents must meet the criteria of this RCS. The Successful Respondent may provide suggested variations to the services requested/required at the time of contracting for review and consideration by the City.

Question 19:
Is there a minimum Proposed Capital Investment Required?

Response 19: There is no minimum amount established for the Proposed Capital Investment in this solicitation.

Question 20:
Will the Airport allow the Successful Respondent to add to its services the sale of a “Debit card” that can be loaded with Euro, Pounds, Canadian $, Mexican Pesos, Australian $ and Yen?
Response 20: Yes, additional services may be provided for consideration.

Question 21:
In the document AVN RCS 17-036 - Foreign Currency Exchange Services on page 4 in Section I – Introduction, subsection A. Statistical data in the table Historical Foreign Currency Sales are the numbers related to revenues/gross sales?

Response 21: The information provided in Section I(A) relates to Gross Sales.

Question 22:
At the initiation of the contract, how many locations are required to be operational?

Response 22: At the time of the Commencement Date, the Successful Respondent will be responsible for two locations: T4 Lobby East Kiosk and T4 N4 Post-Security/International Inline Store. At the completion of the T3 and T4 S1 construction, based upon Aviation needs, FCE ATMS may be added at the discretion of the Aviation Director.

Question 23:
If certified DBE, do we still have to do outreach?

Response 25: Yes, All Respondents must conduct outreach to small businesses.

Question 24:
Do the outreach companies have to be in Phoenix (local)?

Response 26: No, Respondents’ outreach efforts are not restricted to companies in the City of Phoenix. City of Phoenix utilizes a national market for small business participation.

Question 25:
Also would like to respectfully request to extend the deadline to submit an offer by 4 weeks, to allow us to fully assess this opportunity and allow ample time to review the new information might emerge during the Q&A session.

Response 25: The Response deadline for RCS 17-036 is September 26, 2017. The City will not be extending the Response deadline. (See Response 1.)