



PhxMesa **Gateway** Airport

Williams Gateway Airport Authority BOARD MEETING

5835 S. Sossaman Road ♦ Mesa, Arizona 85212

Tuesday, February 17, 2009 ♦ 9:00 a.m.

AGENDA

1. **Call to Order: Williams Gateway Airport Authority** – *Mayor Scott Smith, Chair*
2. **Awards, Guest Introductions, and Announcements**
3. **Comments From the Public:** *(Members of the public may comment on any item of interest. Arizona Open Meeting law does not permit the Board to discuss items not specifically on the agenda.)*
4. **Progress Reports:**
 - a) **ASU Polytechnic** – *Dr. Keith Hjelmstad, Vice President & Dean, College of Technology & Innovation*
 - b) **Chandler-Gilbert Community College** – *John Schroeder, Provost*
5. **Executive Director's Report – Updates on: Construction ♦ Commercial Service ♦ Finance ♦ 2010 Budget ♦ Economic Stimulus Program ♦ Review of Monthly Staff Reports *** - *Lynn Kusy, Executive Director*
6. **Consideration and Possible Approval of Minutes of Board Meeting** held on December 15, 2008 *
7. **Consideration and Possible Approval of Resolution No. 09-01** – Approving Authorization of Services with DWL Architects & Planners, Inc. for a Code Study for Hangar 24 in the Amount of \$34,498.59. *
8. **Consideration and Possible Approval of Resolution No. 09-02** – Recommending Approval of Amendment #1 to the Amended and Restated Joint Powers Airport Authority (JPAA) Agreement Dated May 22, 2006 to Officially Change the Name of the JPAA to Phoenix-Mesa Gateway Airport Authority. *
9. **Information Item:** Food and Beverage RFP *
10. **Board Member Comments / Announcements**
11. **Next Meeting:** Monday, March 16, 2009 – 9:00 am
12. **Adjourn**

* attached



PhxMesa **Gateway** Airport

MINUTES OF THE WILLIAMS GATEWAY AIRPORT AUTHORITY

BOARD MEETING

DECEMBER 15, 2008

AIRPORT AUTHORITY BOARD MEMBERS

Mayor Scott Smith, Mesa
Mayor Art Sanders, Queen Creek
Councilman Greg Stanton, Phoenix **
Mayor Steve Berman, Gilbert
Lt. Governor Jennifer Allison-Ray, Gila River Indian Community

*** neither present nor represented*

GUESTS PRESENT

Bryan Amarel, Hensel Phelps Construction Co.	Johannes Kurz, Gilbert Resident
Nikki Amberg, City of Mesa	Floyd Moore, Valle del Oro
Roc Arnett, East Valley Partnership	Bob Mulhern, Reliance Co.
Nikki Bernstein, Himovitz Properties	Gary Nelson, Arizona Republic
Chris Brady, City of Mesa	Dennis Osuch, Cronstrom, Osuch & Company
Scott Butler, City of Mesa	Dr. Paul Patterson, ASU Polytechnic
Jeff Carr, Air Force Research Laboratory	Jim Peterson, City of Phoenix
Shane Dille, Town of Queen Creek	Richard Reese, Hensel Phelps Construction Co.
Ken Halverson, KMH Holdings	Scot Rigby, City of Mesa
Jim Harris, Coffman Associates	Christopher Schmaltz, Gust Rosenfeld
Larry Kieser, Mesa Police Department	John Schroeder, Chandler-Gilbert Community College

AIRPORT STAFF PRESENT

Roger Clark, Project Coordinator
Casey Denny, Deputy Director
Shirley Colvin Downs, Administrative Secretary
Doug Drown, Director of Finance
Walter Fix, Director of Planning and Special Projects
Gretchen Hawkins, Executive Assistant/Clerk to the Board of Directors
Lynn Kusy, Executive Director
Kevin Mentzer, Airport Operations Manager
Janice Parks, Support Specialist
Carmen Williams, Project Coordinator

CALL TO ORDER

The meeting was called to order by Chair Smith at 9:01 a.m.

AWARDS, GUEST INTRODUCTIONS, AND ANNOUNCEMENTS

Airport Executive Director Lynn Kusy said that on October 1, 1993, the operation and maintenance of the former base was turned over to newly hired Airport staff who began the process of turning the facility into an airport. Mr. Kusy called on staff members who joined the Airport Authority 15 years ago. Those members present to receive their 15-year award were: Roger Clark, Project Coordinator; Shirley Colvin Downs, Administrative Secretary; Janice Parks, Support Specialist; Casey Denny, Deputy Director; Kevin Mentzer, Airport Operations Manager; and Carmen Williams, Project Coordinator. Airport Superintendent Ron King was not able to attend the meeting.

Mayor Smith presented Lt. Governor Jennifer Allison-Ray with a plaque for her service on the Board.

COMMENTS FROM THE PUBLIC

There were no comments from members of the public.

PROGRESS REPORTS

- ASU Polytechnic – Dr. Paul Patterson provided ASU Polytechnic’s progress report and said that the Morrison School is one of two business programs at ASU, offering business administration, real estate, and agri-business. He noted that enrollment at the Polytechnic campus is approximately 10,000 students and that final exams are taking place this week.
- Chandler-Gilbert Community College (CGCC) – Provost John Schroeder reported that this is finals week at CGCC and that enrollment for spring semester has begun. Mr. Schroeder said that CGCC will begin moving into their new hangar facility beginning December 29, and that they will no longer lease Hangar 46.
- Cronstrom, Osuch & Company, P.C. - 2008 Financial Audit - Dennis Osuch provided a report on the recent Airport audit. He said his firm issued a clean opinion on the 2008 audit and that there were no significant deficiencies or material adjustments to the financial statements.

EXECUTIVE DIRECTOR’S REPORT

- Mr. Kusy drew attention to an Arizona Aviation Safety Award trophy which was presented to Gateway. He noted that this is the first year the trophy was awarded to an airport.
- 6,000 visitors attended November’s Open House.
- ADOT has cancelled fiscal year 2009 and 2010 capital grants due to state aviation funds being swept into the general fund. We had expected to receive about \$2 million per year for our capital projects, but will seek other funding for these projects.
- We’ve applied to FAA for re-admission to the Military Airports Program. We could receive up to \$6 million through this program over the next five years.
- The new terminal annex opened over the Thanksgiving weekend. The annex provides 10,080 square feet of additional space. 1,100 cars were parked in our lot on Wednesday night prior to Thanksgiving, and over 20,000 passengers were enplaned during the month of November.
- Revenues are under budget by \$300,000. We’ve had fewer business jets, are selling less fuel, and have some building vacancies due to the economy. Expenses were \$380,000 under budget year to date through the end of October.

- FAA has programmed over \$300,000 in entitlement funds for this year due to the Airport now having enplaned passengers. Our previous entitlement was \$100,000 annually.
- Staff attended The International Air Cargo Forum in Malaysia. A new Arizona Direct cargo marketing page is now posted on our Web site.
- 19 noise complaints were received in October; 8 were from one person in Apache Junction.
- Mayor Smith said he was impressed at how quickly the new terminal annex opened. He commended staff for their quick action and to Allegiant Air. He said, "This takes us to a new level."
- Mr. Kusy noted that once the existing terminal remodel is complete, we will host a ribbon cutting celebration.

CONSIDERATION AND POSSIBLE APPROVAL OF Minutes of Board Meeting held on October 20, 2008

Mayor Berman moved to approve the minutes of the October 20, 2008 Board meeting. Mayor Sanders seconded the motion. The motion carried unanimously.

CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION NO. 08-84 - Authorizing Willis of Arizona, Inc. to purchase WORKERS' COMPENSATION Insurance on Behalf of WGAA for Year Ending December 31, 2009 at a Cost of \$62,576.

Mr. Kusy said insurance quotes for workers' compensation came in under budget and less than the current year due to the Airport's experience ratio of .67.

Mayor Sanders moved to approve Resolution No. 08-84. Mayor Berman seconded the motion. The motion carried unanimously.

CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION NO. 08-85 - Adopting the 2008 AIRPORT MASTER PLAN.

Mr. Kusy thanked consultant Jim Harris, Coffman Associates, and Walt Fix for their leadership and professionalism throughout the Master Plan update process.

Mr. Kusy provided a presentation on the Master Plan update and outlined the steps taken to compile data for the updated Plan. He explained several suggested alternatives for the current airfield and the future east side terminal.

Mayor Sanders suggested adding language to *Chapter 5 – Recommended Master Plan Concept* pertaining to southeast area improvements. He read the following excerpt from a letter submitted by Queen Creek to the Airport Authority:

“The continued growth in this area, not only in Mesa, but also in Queen Creek and Pinal County, will impact land uses and the transportation system on the airport property and the region. Additional land use and transportation planning that successfully provides economic development opportunities for employment lands south of the airport should be sufficiently considered with future studies. Future studies shall coordinate with Mesa and Queen Creek on transportation planning in the area south of Germann Road.”

Mayor Berman offered his support of Queen Creek's request. He said, "We should not do anything on the Airport that might impact Queen Creek, Gilbert, Mesa, or GRIC."

Mayor Smith concurred with the proposed language. He said, "Mesa realizes that we can't ignore the impact that activity south and east of the Airport has on these communities."

Mr. Kusy commented that the proposed language would be acceptable to staff.

Lt. Governor said the proposed language "specifies the team effort" of the Board, and will impact 50 miles out from the Airport. She thanked Mayor Sanders for his proposal.

Referring to nighttime operations, Jim Harris explained that the noise contours are based on 24-hour operations. He said the noise and land use compatibility programs will be updated on a regular basis. Mayor Smith suggested implementing procedures now that will help the Airport as it expands.

Airport Attorney Christopher Schmaltz recommended including reference to the proposed language in the motion.

Mayor Sanders moved to approve Resolution No. 08-85, as amended to include the Queen Creek language. Lt. Governor Allison-Ray seconded the motion. The motion carried unanimously.

BOARD MEMBER COMMENTS / ANNOUNCEMENTS

Board members thanked Lt. Governor Allison-Ray for her contribution to the Airport Authority.

Lt. Governor said being on the Board has been a “great learning experience” and she appreciates all the members of the Authority. She thanked Airport staff, and specifically Mr. Kusy and Gretchen Hawkins for their professionalism.

NEXT MEETING

Tuesday, January 20, 2009 – 9:00 am

EXECUTIVE SESSION

Mayor Sanders moved to go into executive session. Mayor Berman seconded the motion and the Board went into executive session at 10:01 am.

ADJOURN

The Board returned from the executive session and adjourned the Board meeting at 10:45 am.



Phoenix-Mesa Gateway Airport
Airport Administration
5835 South Sossaman Road
Mesa, Arizona 85212-6014
Telephone: 480-988-7600
FAX: 480-988-2315
www.phxmesagateway.org

Action Item

RESOLUTION NO. 09-01

To: Board of Directors
From: John Cox, C.M., Design & Construction Manager
Through: Casey Denny, Deputy Director
Lynn F. Kusy, C.M., C.A.E., Executive Director
Re: Hangar 24 – Code/Facility Upgrade Analysis – DWL Architects & Planners, Inc.
Date: January 23, 2009

Proposed Motion:

Approve Resolution No. 09-01 approving an Authorization of Service (AOS # 09-03) with DWL Architects & Planners, Inc. for a code study of Hangar 24 in the amount of \$34,498.59.

Narrative:

Hangar 24, located just south of the Passenger Terminal, is an 11,734-square-foot facility which is listed on the National Register of Historic Places. The original portion of the hangar was built in the mid -1940's with a few offices added years later. The facility is currently used for airline support functions, such as aircraft maintenance support and commissary. Due to its proximity to the Passenger Terminal, the facility is being considered for possible reuse for passenger service operations. A code study must be conducted to determine our renovation options and associated costs.

This project will be divided into three separate tasks. Task #1 is the comprehensive code analysis, which will determine all pertinent code requirements in rehabilitating the structure for functional use. Based upon code requirements, Task #2 will identify reuse options. Task #3 will provide cost estimates for the improvements outlined in Task #2.

This work is included in Project #670, Terminal Facility Expansion, which was authorized in the FY09 capital budget.

Attachments



RESOLUTION NO. 09-01

WHEREAS, the Williams Gateway Airport Authority (“Authority”), a joint powers airport authority, was formed pursuant to Arizona Revised Statutes § 28-8521 *et seq.* for the purpose of, among other things, redeveloping portions of the former Williams Air Force Base as a civilian airport known as the Phoenix-Mesa Gateway Airport (“Airport”); and

WHEREAS, the Airport Authority desires to enter into an agreement for a code study;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Williams Gateway Airport Authority as follows:

The Williams Gateway Airport Authority Board of Directors hereby approves Authorization of Services No. 09-03 with DWL Architects & Planners, Inc. for a code study of Hangar 24 in the amount of \$34,498.59. This Resolution also authorizes the Chair or Executive Director to execute such agreement, with such insertions, deletions, and changes as may be approved by the Chair or Executive Director, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Williams Gateway Airport Authority this 17th day of February 2009.

ATTEST:

CLERK

CHAIR

APPROVED AS TO FORM:

ATTORNEY



PhxMesa **Gateway** Airport

AUTHORIZATION FOR PROFESSIONAL SERVICES **DWL ARCHITECTS & PLANNERS, AOS 0903**

CLIENT: The Williams Gateway Airport Authority (“WGAA”)
ADDRESS: 5835 South Sossaman Road, Mesa, Arizona 85212-0919

The signing of this Authorization (Agreement) by the WGAA and DWL Architects & Planners, 2333 North Central Avenue, Phoenix, AZ 85004 (“DWL”), authorizes DWL to carry out and complete the services described below in consideration of the mutual covenants set forth below:

1. **PROJECT:** Hangar 24 Code Analysis, Recommendations and Cost Feasibility
2. **SCOPE OF WORK:** Perform and provide design and engineering services necessary to provide a code/facility upgrade analysis to Hangar 24. Hangar 24 is located just south of the Passenger Terminal. It is a single level, 11,734 square foot facility, and listed on the National Register of Historic Places. The original portion of the hangar was built in the mid-1940s with a few offices being added years later. The facility is currently used for airline support functions, such as aircraft maintenance support and commissary. Due to its proximity to the Passenger Terminal, the facility is being considered for possible reuse for passenger service operations. In order to do so, a code study needs to be accomplished to determine our renovation options and associated costs.
3. **FEE FOR SERVICES:** DWL’s fee for Task 1, Surveying and Reimbursables is \$13,284.00. A purchase order was issued in January to begin Task 1. The fee for Task 2 and Task 3 is \$21,214.59. The total cost for the entire scope-of-work, based upon the contract hourly rate, will not exceed Thirty-Four Thousand, Four Hundred Ninety-Eight Dollars and Fifty-Nine Cents (\$34,498.59), scheduled for Board action on February 17, 2009.
4. **INCORPORATED:** The following documents are hereby incorporated with this Authorization of Services and made part thereof:
 - WGAA Agreement C-2007-011 dated September 17, 2007.
5. **ATTACHMENTS:** The following documents are attached to this Agreement and are incorporated herein by this reference made part thereof:
 - DWL Scope and Design Fee Narrative and Cost Proposal dated December 23, 2008.
6. **CONTRACT TIME:** The contract time for AOS 0903 is 90 calendar days from the date of the Notice to Proceed.

WGAA and DWL acknowledge that they are in agreement with the terms and conditions as set forth in this Authorization.

APPROVED FOR WGAA:

ACCEPTED FOR DWL:

By: _____

By: _____

Title: Executive Director _____

Title: _____

Date: _____

Date: _____



**Phoenix-Mesa Gateway Airport
Airport Administration**
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Action Item

RESOLUTION NO. 09-02

To: Board of Directors
From: Lynn F. Kusy, C.M., C.A.E., Executive Director
Re: Amendment #1 to Joint Powers Airport Authority Agreement
Date: February 10, 2009

Proposed Motion:

Approve Resolution No. 09-02 recommending the approval of Amendment #1 to the Amended and Restated Joint Powers Airport Authority Agreement dated May 22, 2006 which officially changes the name of the Airport Authority to the Phoenix-Mesa Gateway Airport Authority.

Narrative:

In 2008, the name of the Airport was changed from Williams Gateway Airport to Phoenix-Mesa Gateway Airport. In order to maintain consistency and to avoid confusion, it is appropriate to amend the name of the Airport Authority to match the name of the Airport. This resolution calls for the member governments to adopt the amendment to the Joint Powers Airport Authority Agreement.

Attachment: Amendment #1 to JPAA Agreement



PhxMesa **Gateway** Airport

RESOLUTION NO. 09-02

WHEREAS, the Williams Gateway Airport Authority (“Authority”), a joint powers airport authority, was formed pursuant to Arizona Revised Statutes § 28-8521 *et seq.* for the purpose of, among other things, redeveloping portions of the former Williams Air Force Base as a civilian airport known as the Phoenix-Mesa Gateway Airport (“Airport”); and

WHEREAS, the Airport Authority calls on its members to amend the current Joint Powers Airport Authority Agreement to change the official name of the Airport Authority to reflect the current name of the Airport adopted in 2008;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Williams Gateway Airport Authority as follows:

The Williams Gateway Airport Authority Board of Directors recommends the approval of Amendment #1 to the Amended and Restated Joint Powers Airport Authority Agreement dated May 22, 2006 which officially changes the name of the Airport Authority to Phoenix-Mesa Gateway Airport Authority.

Passed and adopted by the Williams Gateway Airport Authority this 17th day of February 2009.

ATTEST:

CLERK

CHAIR

APPROVED AS TO FORM:

ATTORNEY

AMENDMENT #1 TO
THE AMENDED AND RESTATED
JOINT POWERS AIRPORT AUTHORITY AGREEMENT

This Amendment #1 ("Amendment") to the Amended and Restated Joint Powers Airport Authority Agreement (the "Agreement") dated May 22, 2006, is made and entered into as of _____ day of _____, 2009 pursuant to Arizona Revised Statutes Title 28, Chapter 25, Article 8, and the terms of the Agreement, by and among the Town of Gilbert, an Arizona municipal corporation ("Gilbert"), the City of Mesa, an Arizona municipal corporation, ("Mesa"), the Town of Queen Creek, an Arizona municipal corporation ("Queen Creek"), the Gila River Indian Community ("Community") and the City of Phoenix, an Arizona municipal corporation ("Phoenix"), collectively the "Parties".

The Parties to the Agreement agree to this Amendment as follows:

1. The official legal name of the Joint Powers Airport Authority formed pursuant to Arizona law and the Agreement shall be the Phoenix-Mesa Gateway Airport Authority.
2. All references to the Joint Powers Airport Authority and/or Airport Authority in the Agreement shall, from the effective date of this Amendment, be to the Phoenix-Mesa Gateway Airport Authority.
3. All other Terms and Conditions of the Agreement remain in full force and effect.
4. The Amendment has been reviewed by legal counsel to each party hereto prior to its approval and execution, to determine whether it is in proper form and within the powers and authority granted under the Agreement and applicable Arizona law.
5. This Amendment shall be effective (the "Effective Date") on the approval of the Amendment by all parties to the Agreement and Amendment, and the later of its filing with the Arizona Secretary of State and the Maricopa County Recorder.

Attest:

TOWN OF GILBERT

By _____

By _____

Attest:

CITY OF MESA

By _____

By _____

Attest:

TOWN OF QUEEN CREEK

By _____

By _____

Attest:

GILA RIVER INDIAN COMMUNITY

By _____

By _____

Attest:

CITY OF PHOENIX

By _____

By _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Amendment has been reviewed by the undersigned attorneys who have determined that it is in proper form and within the power and authority granted under the applicable laws of each party.

Date

Gila River Indian Community Attorney

Date

Gilbert Town Attorney

Date

Mesa City Attorney

Date

Phoenix City Attorney

Date

Queen Creek Town Attorney

Date

Phoenix-Mesa Gateway Airport Authority
Attorney



SOLICITATION #2009-009-RFP
REQUEST FOR PROPOSALS (RFP)
TERMINAL FOOD & BEVERAGE (F&B) AND VENDING CONCESSION(S)
AT
PHOENIX-MESA GATEWAY AIRPORT

Required for use by:
WILLIAMS GATEWAY AIRPORT AUTHORITY

ONE (1) ORIGINAL AND THREE (3) COPIES OF PROPOSAL TO BE SUBMITTED TO:

Williams Gateway Airport Authority
Attn.: Craig Herget, Business & Properties Manager
Phoenix-Mesa Gateway Airport
5835 S. Sossaman Road
Mesa, Arizona 85212-6014

RESPONSES MUST BE RECEIVED NO LATER THAN
2:00 PM (local time), ON TUESDAY, MARCH 10, 2009

A PRE-PROPOSAL CONFERENCE WILL BE HELD AT
1:00 PM (local time) ON TUESDAY, FEBRUARY 17, 2009
AT THE
AIRPORT ADMINISTRATION BOARD ROOM
5835 S. SOSSAMAN ROAD, MESA, ARIZONA 85212

Responses shall be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, "**SOLICITATION #2009-009-RFP – TERMINAL CONCESSION PROPOSAL at the Phoenix-Mesa Gateway Airport,**" and all envelopes or packages submitted no later than the date and time specified above. The Proposer's name and address must also be clearly printed on the outside of each envelope or package.

PHOENIX-MESA GATEWAY AIRPORT
5835 SOUTH SOSSAMAN ROAD
MESA, ARIZONA 85212-6014

PHONE (480) 988-7600
FAX (480) 988-2315



TO WHOM IT MAY CONCERN:

The Williams Gateway Airport Authority is accepting proposals from parties interested in operating one or more food and beverage and vending concessions at the Phoenix-Mesa Gateway Airport passenger terminal. Official forms for proposals can be obtained at the Airport Administration Reception Desk, Phoenix-Mesa Gateway Airport, 5835 S. Sossaman Road, Mesa, Arizona 85212-6014, or downloaded via the Airport web site at <http://www.phxmesagateway.org/procurements.aspx>.

A pre-proposal meeting will be held on February 17, 2009 at 1:00 PM (MST), in the Airport Administration Board Room. Proposals are due no later than 2:00 PM (MST) on Tuesday, March 10, 2009, and should be submitted to the Williams Gateway Airport Authority, Attn.: Craig Herget, Business & Properties Manager, Phoenix-Mesa Gateway Airport, 5835 S. Sossaman Road, Mesa, Arizona 85212-0614.

For further information, contact Craig Herget, Manager, Business & Properties, at telephone (480) 988-7649 or via email at cherget@phxmesagateway.org. Your interest is greatly appreciated.

Sincerely,

Lynn F. Kusy, C.M., C.A.E.
Executive Director

TABLE OF CONTENTS

	<u>Page No.</u>
I. INTRODUCTION.....	1
II. GENERAL CONDITIONS.....	1
A. General Description.....	1
B. Informational Exhibits	2
C. Concession Activity.....	2
D. Concession Opportunity	2
E. Minimum Qualifications and Experience.....	2
F. Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.....	3
G. Capital Investment and Development	3
H. Security.....	4
I. Business Terminology.....	5
J. Competition	6
K. Management, Operations and Marketing Plan	7
L. Confidentiality.....	7
M. RFP Schedule.....	7
N. Commencement of Operations	7
O. Facilities, Operations and Products.....	7
III. PROPOSAL REQUIREMENTS.....	8
A. Submission.....	8
B. Pre-Proposal Meeting	9
C. Submission of Questions and WGAA Contact.....	9
D. Proposal Preparation Costs	9
E. Proposal Security	10
IV. AWARD OF AGREEMENT.....	10
A. Opening of Proposals.....	10
B. Evaluation of Proposals	10
C. Disqualification of Proposals	11
D. General Airport Information.....	112
ATTACHMENT A – Business Information Questionnaire.....	13
ATTACHMENT B – Business and Financial References.....	17
ATTACHMENT C – Proposer’s Experience and Qualifications Statement.....	19
ATTACHMENT D – Concept Development.....	21
ATTACHMENT E – Facility/Space Design and Capital Investment.....	23
ATTACHMENT F – Financial Projections.....	25
ATTACHMENT G – Management, Operations and Marketing Plan.....	27
ATTACHMENT H – Proposed Minimum Annual Guarantee and Percentage Rents.....	29
ATTACHMENT I – Airport Concession Disadvantaged Business Enterprise (ACDBE) Utilization.....	31
ATTACHMENT J – ACDBE Letter of Intent.....	33
ATTACHMENT K – Proposal Bond Form.....	35
EXHIBIT A – Passenger Enplanement Statistics.....	37
EXHIBIT B – Terminal Food and Beverage Concession Locations.....	39
EXHIBIT C – Sample Food and Beverage Concession Lease Agreement.....	41

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SOLICITATION #2009-009-RFP
INFORMATION AND INSTRUCTIONS FOR SUBMISSION OF PROPOSAL
FOR TERMINAL FOOD & BEVERAGE AND VENDING CONCESSIONS
AT PHOENIX-MESA GATEWAY AIRPORT

I. INTRODUCTION

The Williams Gateway Airport Authority (WGAA), a joint powers airport authority authorized by the Arizona Revised Statutes, owns and operates the Phoenix-Mesa Gateway Airport. WGAA is inviting proposals from qualified and interested parties for the financing, design, construction, operation and management of certain non-exclusive food and beverage and vending concessions at the Airport commercial passenger terminal.

The Phoenix-Mesa Gateway Airport is located in Mesa, Arizona, the state's third largest city. Situated within the Phoenix, Arizona metropolitan area, the Airport serves as a non-hub, commercial and general aviation service reliever to the Phoenix Sky Harbor International Airport. Presently, the Airport hosts Allegiant Air's non-stop, MD-80 aircraft service (150 passengers – load factors >90%) that will grow to fifteen (15) destinations with a frequency of fifty-four (54) flights per week by late-March 2009. Calendar year enplanements for 2009 are forecast to exceed 230,000 passengers, with growth anticipated each year thereafter. The Airport expects to be accommodating 1.3 million passengers within the next ten (10) years.

The existing and recently expanded, 33,858 square foot terminal consists of a single-level facility with ticketing, baggage check and claim, security screening, public circulation waiting and support, and car rental and other concession space within a main, landside structure that is connected to an airside passenger arrival and departure gate facility that also incorporates space for concession activities. Planning is underway for further, near-term construction of additional terminal space, while longer-term goals call for even larger facilities on the northeast side of the Airport within ten (10) years.

II. GENERAL CONDITIONS

A. General Description

It is WGAA's intent to award one or more terminal concession lease agreements to experienced and capable firms or individuals for the privilege of providing food & beverage and vending services at the Airport terminal. The goal of the concession operation is to provide efficient, professionally managed and high quality food and beverage and vending services to satisfy the needs of the traveling public at the Airport, while optimizing annual operating revenues for WGAA. More specifically, successful Proposer(s) shall be expected to meet or exceed the following WGAA goals and objectives throughout the term of each awarded agreement:

1-Offer a variety of quality food and beverage and vending products that will satisfy the needs and expectations of Airport customers, including providing a sufficient mix of local and nationally-branded products at competitive prices;

2-Maximize the use of available terminal space and ensure operating hours are targeted to and consistent with airline passenger traffic schedules;

3-Provide facility designs that are attractive and complementary to the terminal's décor, and meet WGAA's design criteria; and

4-Enhance concession revenue to WGAA.

The terminal concession lease agreement(s) to be awarded pursuant to this RFP shall be non-exclusive. WGAA has executed an agreement with StarGateway LLC to provide general merchandise and

gifts within the terminal gate facility, including prepackaged snacks and beverages; this contract expires on September 30, 2011.

B. Informational Exhibits

The exhibits listed below and incorporated herein are furnished for information only and should not be construed as a guarantee of business to be generated in the future. Data provided to prospective Proposers shall in no way relieve a Proposer from the responsibility of determining for itself the business potential of the proposed food and beverage and vending concession opportunities being offered.

Exhibit A depicts a summary of total enplanements at the Airport during the 12-month period beginning on January 1, 2008 and concluding on December 31, 2008, and forecast enplanements for calendar years 2009 through 2015.

Exhibit B reflects the terminal layout and existing/proposed concession space locations, including those to be leased hereunder.

Exhibit C reflects a sample terminal concession lease agreement.

C. Concession Activity

Concession activity at the Airport began with Allegiant Air's commencement of air service in October 2007. Such service started gradually, so actual concession revenues received during the period between then and now cannot be an informed predictor of future sales potential. In addition, only very limited food and beverage offerings have been provided because WGAA was endeavoring to determine the viability of such operations in the near future. Based strictly on those limited merchandise, gift, food and beverage concession sales, calendar year 2008 activity produced gross concession sales that exceeded \$568,000 and equate to \$3.26 per enplaned passenger. Growth trends have been on the upswing during the past quarter, giving rise to WGAA's belief in the viability of future sales that would support the opportunities offered in the RFP.

The Airport terminal area has several potential areas for food and beverage and vending concession operations. These include Space #1 consisting of ± 709 square feet located in the pre-security/baggage claim area, Space #2 consisting of ± 672 square feet in the post-security area courtyard, Space #3 consisting of ± 335 square feet in the post-security gate area and Space #4 consisting of five (5) vending location areas (total of ± 296 square feet) located within pre- and post-screening areas. Additional information regarding these concession spaces is available in Sections IIG and IIO herein.

D. Concession Opportunity

This RFP offers the opportunity to finance, design, construct, operate and manage one or more food and beverage and vending concessions within the passenger terminal at Phoenix-Mesa Gateway Airport. One or more terminal concession lease agreements may be awarded in conjunction with this RFP, depending upon the scope and quality of the proposal(s) submitted. The concession spaces to be leased are depicted in Exhibit C and listed in Section IIO herein. Proposers may offer projects for any one or more available spaces; however, proposals that do not specifically identify the space or spaces applicable to it will not be considered. WGAA reserves the right to modify any and all spaces defined within this RFP at its sole and absolute discretion. Further, WGAA reserves the right to modify, amend or withdraw any/all RFP documents at any time prior to the date and time specified for receipt of proposals, and is under no obligation to accept one or any proposals, even if such appear to fully satisfy all stipulated requirements. No contract or lease agreement is formed by the submission of a proposal in response to this RFP.

E. Minimum Qualifications and Experience

Proposers, including any joint venture partners, as appropriate, must provide evidence that it has/they have the necessary experience and capacity to fulfill the scope and conditions of the offered

concession(s). At a minimum, Proposers must have been in continuous operation in the retail, food, beverage and/or vending concession business for a minimum of three (3) consecutive years prior to February 2009, with related experience in marketing, development, operating and managing functions at locations in airports, transportation facilities, shopping centers or downtown areas. Proposers must also demonstrate sufficient financial capability commensurate with the proposal being submitted, and must be licensed to do business in the State of Arizona.

F. Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

The requirements of 49 CFR Part 23 regulations of the US Department of Transportation apply to this concession opportunity. It is WGAA policy to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this concession(s) will be conditioned upon satisfying the requirements of these regulations. These requirements apply to all concession firms and suppliers, including those who qualify as an ACDBE. A specific ACDBE concession goal of 0.3 percent (0.3%) of annual gross receipts (value of leases and/or purchases of goods and services) is established for each concession opportunity awarded under this RFP. Selected Proposer(s) shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the aforementioned specific concession goal for ACDBE participation in their performance of this concession, if so awarded.

ACDBE participation may be in the form of a sublease, joint venture, partnership or other legal arrangement meeting the eligibility standards in 49 CFR Part 23, Subpart C. In the event a concessionaire qualifies as an ACDBE, the aforementioned goal shall be deemed to have been met and no other action is required, except for sustaining said qualification through the agreement term. ACDBE firms that are not certified as such by the Proposal Due Date must have submitted a certification application before said due date and be so certified by the appropriate certification authority prior to the Effective Date of the concessionaire's agreement. The foregoing requirements with respect to ACDBE participation are not intended to force a Proposer to change or alter its business structure. Rather, they are intended solely to ensure compliance with the law.

All Proposers shall submit, in the form required by WGAA, an ACDBE Utilization Form (**Attachment I**) identifying the amount of ACDBE participation each Proposer expects to obtain for the first year of the terminal concession lease agreement. In addition, Proposers shall submit signed ACDBE Letters of Intent (**Attachment J**) for each ACDBE firm or supplier that will participate in the concession. These Letters shall include: 1-the ACDBE firm's or supplier's name and address; 2-a description of the work to be performed; 3-the estimated dollar amount of such participation; 4-written and signed documentation of commitment to use an ACDBE whose participation Proposer has identified to permit satisfaction of the agreement goal; 5-written and signed documentation from the ACDBE that it is participating in the concession, as provided in the Proposer's commitment; and if the agreement goal is not met, 6-evidence of good faith efforts. Good faith efforts mean efforts to achieve ACDBE participation that by their scope, intensity and appropriateness to the objective can reasonably be expected to accomplish the objective of ACDBE participation.

For additional information on currently certified ACDBE firms, contact Ms. Marian Russey at telephone (480) 988-7630 or email mrussey@phxmesagateway.org.

G. Capital Investment and Development

All concession location(s) will be released to the successful Proposer(s) in the "as is, where is" condition on the Effective Date of the awarded terminal concession lease agreement. The successful Proposer(s) shall be responsible, at their sole cost, for the planning, design and construction of necessary renovations of the existing concession spaces, subject to advance, written approval by WGAA's Design Review Committee, and to issuance of applicable building and related permits by appropriate governmental authority.

More specifically, successful Proposers shall:

1-For each concession space leased, invest a minimum amount per square foot for space renovation, construction and/or remodeling as specified below, and complete such or receive a Certificate of Occupancy (CofO) therefor within one hundred twenty (120) days of the Effective Date of the Proposer's agreement with WGAA (such date shall be known as the "Date of Beneficial Occupancy" (DBO)).

Space #1 Investment Minimum: \$150 per square foot
 Space #2 Investment Minimum: \$175 per square foot
 Space #3 Investment Minimum: \$200 per square foot
 Space #4 Investment Minimum: \$75 per square foot

2-Identify a per square foot amount for mid-term refurbishment of each awarded concession space to occur during the fifth year after the DBO. Such renovation(s) shall be completed within ninety (90) days of the fifth DBO anniversary.

3-Be responsible for all costs and expenses necessary to maintain the concession space in an attractive, clean and inviting condition during the term of Proposer's agreement with WGAA.

4-Ensure all proposed vending layouts possess and illustrate terminal-compatible themes and are suitably enclosed, as illustrated in the example below. The use of stacked or adjacent machines alone shall not be permitted.



5-Comply with all plan submittal requirements and obtain advance, written WGAA approval for space designs, finishes and signage for all space improvements prior to submitting for construction permits and/or commencing any renovation or construction activities. In addition, Proposers shall comply with all applicable accessibility requirements of the Americans with Disabilities Act, and all other Federal, State and local government laws and regulations.

Upon the termination of Proposer's terminal concession lease agreement, either due to term or Proposer's failure to satisfy the terms and conditions of said agreement, all improvements made to a concession space by the Proposer shall become the property of WGAA without financial obligation to said Proposer. Should the agreement terminate early due to default by WGAA, all damages shall be limited to the remaining value of the fixed capital improvements based on a straight-line depreciation calculation over the term of the agreement, with a zero salvage value at the end of the agreement term. Depreciated costs shall include only fixed capital improvements that cannot be removed without demolition, and the design and engineering costs shall be limited to no more than fifteen percent (15%) of the depreciated cost of said improvements. The cost of inventory, small wares, soft costs, office equipment, costs of doing business and lost profits shall not be included in the calculation of fixed capital investments and are not recoverable upon expiration of the agreement or early termination thereof due to default or termination for convenience by WGAA.

H. Security

WGAA requires all Airport tenants and concessionaires to help enforce its security regulations. Successful Proposer(s) shall, therefore, comply with all Airport security regulations as prescribed by 14 CFR Part 1542 and agree to employ such measures as are or may be necessary to prevent or deter the unauthorized access of persons or vehicles into secured areas of the Airport; a copy 14 CFR Part 1542 can be located at http://www.tsa.gov/research/laws/regs/editorial_multi_image_with_table_0203.shtm. Successful Proposers

shall comply with said regulations, and with all Airport security policies as presently outlined in the Airport Security Plan (ASP) for which WGAA reserves the absolute right to amend or change at its sole discretion. Any Proposer found culpable for security breaches shall be assessed an applicable fine by WGAA and shall pay such fine to WGAA upon written notice therefor.

Successful Proposers are directly responsible to WGAA for authorizing its employees access into secured Airport areas, and shall be held accountable by WGAA for access control badges and controlled keys issued to Proposer's employees. In addition, all such Proposers shall have responsibility for collecting Airport access control badges and controlled keys from its employees upon conclusion of their employment and returning them promptly to WGAA's Operations Department. If an access control badge or controlled key is lost or not returned, Proposers shall be invoiced and pay the cost specified in the current edition of the Airport Rates and Charges Schedule which is subject to change from time to time at the Airport Authority's sole and absolute discretion.

Proposer employees requiring unescorted access to secure areas of the Airport shall apply for and receive Airport-issued access control media (e.g., photo identification badge). Application forms may be obtained at the Operations Department's Badging Office, or downloaded via the Airport web site (General Information/Documents and Forms Library). Applicants must, in addition, submit to fingerprinting and completion of a criminal history check, including a security threat assessment. At the time of application, a person's identity must be verified via two (2) forms of identification, one of which must be a government-issued form showing the person's photograph. Applicants also must attend a one (1) hour training session prior to badge issuance.

All employees of a successful Proposer are responsible for challenging unidentified or suspicious persons or vehicles that are not displaying the appropriate permit, badge or other identification media within secured/controlled areas, and promptly report such incidents to the Operations Department via the most expeditious means possible. No employee may tamper or interfere with, compromise, modify or attempt to circumvent any security system, measure or procedure implemented at the Airport, and no employee may enter or be present within a secured area without complying with said systems, measures or procedures enacted to control access to, presence or movement of persons or vehicles within secured areas in any other manner than that for which it was issued.

Successful Proposers shall pay WGAA a non-refundable fee (currently \$52.00, as specified in the Airport Rates and Charges Schedule) for fingerprinting, criminal history check and training for each employee who has not previously had an WGAA-issued photo identification or access control badge and will require unescorted access to secured areas of the Airport.

I. Business Terminology

Terminal Concession Lease Agreement. A sample agreement (the "Agreement") is provided at Exhibit C. Proposers are advised to read this sample carefully. Please note that WGAA reserves the right, at its sole and absolute discretion, to revise all provisions and form of the Agreement prior to its execution.

Agreement Term. The Agreement term shall be seven (7) years, commencing at 12:00 AM on the Effective Date and terminating at 12:00 PM of the last day of the month eighty-four (84) months thereafter.

Option to Extend Term. The Agreement may be extended for an additional three (3) year period upon mutual agreement of the parties. Such extension may require the Agreement holder to provide additional renovations to the concession space to ensure it remains fresh, functional and attractive to the traveling public. WGAA is, however, under no obligation to grant such extension, should it desire not to do so for any reason whatsoever.

Monthly Rent. Commencing on the earlier of DBO or one hundred twenty (120) days after the Effective Date of a successful Proposer's Agreement, said Proposer shall pay monthly rent to WGAA that is the greater of one-twelfth (1/12) of the Minimum Annual Guarantee (MAG) or the established Percentage Rent, both of which shall be subject to Proposer's payment of applicable taxes in addition thereto.

Percentage Rent. Proposers shall propose Percentage Rents as a percent of gross receipts by service category, as appropriate. For this opportunity, Proposers should offer a minimum Percentage Rent no lower than the following:

Food and beverages (non-alcoholic)	12%
Beverages (alcoholic)	15%
Airline Catering	10%
Vending (except electronics products)	10%
Vending (electronics products only)	15%

Proposers shall be prepared, upon request during the evaluation process, to submit supporting information from an existing facility verifying that the proposed Percentage Rent can be supported while maintaining reasonable profitability and acceptable service and quality levels. Percentage Rents will not be renegotiated during the term of the Agreement. Proposed Percentage Rents shall be completed on **Attachment H**, Proposed Minimum Annual Guarantee and Percentage Rents. Percentage Rent payments shall be due no later than the twentieth (20th) day following the month in which said gross receipts were earned.

Minimum Annual Guarantee (MAG). For the first year of the Agreement (the “1st Agreement Year”) the MAG shall be the greater of the MAG and/or Percentage Rent amounts proposed on **Attachment H**, except that the lowest acceptable MAG for the 1st Agreement Year shall be the equivalent of \$32.00 per square foot multiplied by that actual square footage of the concession space. The MAG for the second (2nd) Agreement Year (the “2nd Agreement Year”) shall be the greater of the Percentage Rent amount proposed on **Attachment H**, or eighty-five percent (85%) of the actual rent paid during the 1st Agreement Year. Thereafter, MAG for all subsequent years shall be determined by following the same formula as for the 2nd Agreement Year. Under no circumstances may the MAG for the second or any subsequent year be less than that paid during the previous year.

Pricing Policy. Successful Proposers shall sell all retail, food and beverage items for no more than the average “street” prices charged for like-size and –quality products in comparable restaurants, fast food establishments, retail shops and/or vending service areas within the Phoenix, Arizona metropolitan area. For each menu item or retail product listed in the proposal, Proposers shall designate at least three (3) restaurants or other such outlets in the Phoenix, Arizona metropolitan area that sell the item and are comparable in concept, size, and quality to the concessions proposed for the Airport. All restaurants and other such outlets to be used for price comparison purposes within a Proposer’s submittal shall receive prior written approval from WGAA before including those comparisons in their proposal(s). During the term of a successful Proposer’s Agreement, Proposers shall, at least annually and upon WGAA written request, provide documentation to WGAA comparing prices it charges at each Airport concession space with the prices charged by the designated comparable outlets to validate the successful Proposer’s compliance with this Pricing Policy.

Utilities. Successful Proposers shall pay for all utilities consumed at or delivered to the assigned concession spaces, including but not limited to electricity, gas, water and sewer consumption. If such utility charges cannot be segregated and attributed solely to a Proposer’s use of its concession space, then, Proposer’s shall have the obligation to reimburse WGAA for such charges, as specified in the Agreement.

J. Competition

Awards under this RFP will be for the non-exclusive privilege to finance, design, construct, operate and manage the food and beverage and vending concessions within the Airport terminal building. Not included under this RFP, but pursuant to some future selection process, WGAA may add additional concession spaces within terminal facilities and at the Airport. In addition and as previously described in this RFP, WGAA has executed a general merchandise and gift concession agreement with StarGateway, LLC that allows them to operate within specified concession space within the post-security gate facility. The StarGateway, LLC agreement will expire on September 30, 2011.

K. Management, Operations and Marketing Plan

Each Proposer will be required to submit a complete management, operations and marketing plan. The overall emphasis shall be on identifying “how” Proposers will improve the concession space and contribute to overall concession operations within the Airport terminal.

L. Confidentiality

Details of proposals will not be discussed by WGAA with other Proposers during the selection process. However, Proposers acknowledge that all proposals and information submitted therein will be considered public record and may become subject to public inspection following award of the Agreement. A Proposer must clearly designate any information submitted with a proposal that it claims is not subject to disclosure as a public record. Proposer shall provide justification for what materials should not be disclosed by WGAA. However, Proposer’s opinion of what constitutes proprietary information is not binding on WGAA. In any event, WGAA shall have no liability for inadvertent or mandated disclosure of information submitted with a proposal.

M. RFP Schedule

The current RFP schedule is detailed below:

Task	Prospective Date(s)
Proposal Documents Available	February 5, 2009
Pre-Proposal Meeting <i>(Airport Administration Building)</i>	February 17, 2009
Proposals Due <i>(Airport Administration Building)</i>	March 10, 2009
Web Site Posting of Active Proposers and Spaces Sought	March 11, 2009
Proposal Evaluation	March 11 – 27, 2009
Proposer Interviews (if necessary) <i>(Airport Administration Conference Room)</i>	April 1 – 17, 2009
Proposer Selection (preliminary)	April 23, 2009
WGAA Board Consideration/Approval	May 18, 2009
Award of Agreement(s) (Effective Date)	June 1, 2009

NOTE: WGAA reserves the right to extend or change any of the dates shown above at its sole discretion.

N. Commencement of Operations

The successful Proposer(s) shall be operational and open for business no later than October 1, 2009. All operations and activities, including those for construction and stocking of supplies, shall be conducted so as to be minimally disruptive to all other terminal activities and to avoid inconveniencing Airport patrons.

O. Facilities, Operations and Products

The following is a listing of existing and available concession spaces within the Airport terminal; only proposals for Spaces #1 through #4 are offered within this RFP. All square footages are approximate and each space. Requirements for kitchens, storage and/or cleanup must be accommodated within the available space. Patron seating is at the Proposer’s discretion, based upon available space.

Proposers shall propose the concept(s), menu(s) (if applicable), product line(s) (including local brands and national brands) and hours of operation for each concession space and included such within their proposal(s).

Space	SF	Daily Hours	Location	Concepts/Options
Food & beverage	±709	2-hrs prior first flight to 30-mins after last flight	Space #1 (pre-screening)	Hot/cold drinks, snacks, sandwiches, entrees, salads, etc. + gift items related to concession; alcohol okay
Food & beverage	±672	2-hrs prior first flight to 30-mins after last flight	Space #2 (post-screening)	Hot/cold drinks, snacks, sandwiches, entrees, salads, etc. + gift items related to concession; alcohol okay
Food & beverage	±332	2-hrs prior first flight to 30-mins after last flight	Space #3 (post-screening)	Single serving hot foods (e.g., pizza), sandwiches, snacks, cold drinks
Vending	±296	All times terminal open	Space #4 (pre-/post-screening)	Vending products – snacks, drinks, merchandise, electronics, etc.
Individual sizes:	±70 ±88 ±54 ±42 ±42		4-1 (pre-) 4-2 (pre-) 4-3 (post-) 4-4 (post-) 4-5 (post-)	
General merchandise & gifts	±670	2-hrs prior first flight to 30-mins after last flight	Space #5 (post-screening)	Coffee bar, drinks, snacks, gifts, print media, travel accessories, etc.

III. PROPOSAL REQUIREMENTS

A. Submission

Proposals must be received at the Airport Administration Office, 5835 S. Sossaman Road, Mesa, Arizona 85212-0614 (Attn.: Business & Properties), prior to **2:00 PM (MST) on Tuesday, March 10, 2009**. Proposals (one (1) original and three (3) copies) must be submitted in an envelope that is completely sealed, bears the name and complete mailing address of the Proposer and is clearly marked “**SOLICITATION #2009-009-RFP – TERMINAL CONCESSION PROPOSAL at the Phoenix-Mesa Gateway Airport.**” Proposals received after this date and time may be returned to the Proposer unopened.

Submitted proposals may not be retrieved or withdrawn until after the submission date and time specified above. Further, proposals must be submitted on the official Proposal form that is included with these instructions. No additions, alterations or conditions other than those requested in the form will be permitted. Qualifications of any part of the proposal may void the proposal, and there shall be no conflict between the proposal and evidence of performance ability or other documents required to be included therewith. Oral, telegraphic or telephone proposals or modifications will not be considered.

More than one (1) proposal submitted by a Proposer under the same or different name(s), even if such offers a proposal for a different concession space, will not be considered. Reasonable grounds for believing that the Proposer is submitting more than one (1) proposal may cause all proposals to be rejected if there is reason for believing that collusion exists among Proposers, and no participant in such collusion will be considered in future proposals for participating in this or any other concession opportunities.

In order to expedite the evaluation of proposals, each Proposer must organize its proposal into the format specified below. Proposals that do not follow said format may be deemed unresponsive and disqualified from further consideration. In addition, any failure on the part of a Proposer to provide all required documentation may be cause for rejection of such Proposer’s proposal. In the event any conflict between any of the proposal documents, resolution thereof shall at WGAA’s sole and absolute discretion.

1. COVER/TRANSMITTAL LETTER
2. BUSINESS INFORMATION QUESTIONNAIRE AND ATTACHMENTS FOR PROPOSER AND ALL JOINT VENTURE PARTNERS (**Attachment A**)

3. BUSINESS AND FINANCIAL REFERENCES FOR PROPOSERS AND ALL JOINT VENTURE PARTNERS (**Attachment B**)
4. EXPERIENCE AND QUALIFICATIONS STATEMENT FOR PROPOSERS AND ALL JOINT VENTURE PARTNERS (**Attachment C**)
5. CONCEPT DEVELOPMENT (**Attachment D**)
6. FACILITIES/SPACE DESIGN AND CAPITAL INVESTMENT (**Attachment E**)
7. FINANCIAL PROJECTIONS (**Attachment F**)
8. MANAGEMENT, OPERATIONS AND MARKETING PLAN (**Attachment G**)
9. PROPOSED MINIMUM ANNUAL GUARANTEE (MAG) AND PERCENTAGE RENT WORKSHEET (**Attachment H**)
10. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM PARTICIPATION FORMS (**Attachments I and J**)
11. PROPOSAL SECURITY (see Section III E herein)

B. Pre-Proposal Meeting

A pre-proposal meeting will be held in the Airport Administration Building Board Room, Phoenix-Mesa Gateway Airport, 5835 S. Sossaman Road, Mesa, Arizona 85212-0614, at **1:00 PM (MST) on Tuesday, February 17, 2009**. The purpose of this meeting is to provide an opportunity for prospective Proposers to review the RFP, ask questions and view the concession spaces and terminal facilities. It is the Proposer's responsibility to attend this meeting. WGAA will not be responsible for providing information discussed at the pre-proposal meeting to those who do not attend.

C. Submission of Questions and WGAA Contact

All inquiries concerning this RFP should be directed to:

Craig Herget
Manager, Business & Properties
Williams Gateway Airport Authority
5835 S. Sossaman Road
Mesa, Arizona 85212-0614
Telephone: (480) 988-7649
Facsimile: (480) 988-2315
Email: cherget@phxmesagateway.org

Inquiries submitted in writing should be clearly marked "Inquiry – Solicitation #2009-009-RFP Terminal Concession RFP" and reference the specific RFP paragraph to which the question(s) pertain. If questions concerning the RFP, either submitted in writing prior to or orally at the pre-proposal meeting, shall be deemed to indicate a need for clarification of the documents, a response will be completed in the form of an addendum to the RFP. Any clarification or interpretation of the RFP will be made in writing and signed by the Airport Executive Director. Any change, clarification or interpretations of the RFP shall not be effective unless it is made by written addendum. WGAA will not be responsible for any oral instructions or interpretations given by or to anyone whomsoever.

D. Proposal Preparation Costs

Issuance of this RFP does not commit WGAA to pay any costs incurred by Proposers in the preparation and submission of a proposal, and said issuance does not obligate WGAA to enter into an

agreement for any services or equipment incident thereto. All costs related to the preparation and submission of a proposal shall be paid entirely by the Proposer who offers it.

E. Proposal Security

Each proposal submitted in response to this RFP shall be accompanied by a security in the form of a Proposal Bond (see form at **Attachment K**, as appropriate), Cashier's Check, Certified Check or Bank Money Order in the amount of two thousand five hundred dollars (\$2,500.00), payable to the Williams Gateway Airport Authority. Proposers already operating at the Airport who possess a current lease or license agreement with WGAA are exempt from this requirement, and must specify said exemption within their submittal information.

For successful Proposer(s), such bond, check or money order will be returned within ten (10) days of WGAA approval of Proposers' selection, provided said Proposer(s) have executed a terminal concession lease agreement with WGAA and have delivered to WGAA all required insurance certificates. Any failure to conclude that agreement and provide all necessary insurance certificates by the agreement Effective Date shall result in such Proposer's forfeiture of their proposal security. For those Proposers whose proposals were not accepted, such bond, check or money order will be returned to them within thirty (30) days of the award of any agreement(s) incident to this RFP.

IV. AWARD OF AGREEMENT

A. Announcement of Proposals

The names of all Proposers and the specific spaces sought will be posted to the Airport web site on March 11, 2009. No other information pertinent to a Proposer's submittal will be revealed until a terminal concession lease agreement is presented to the WGAA Board of Directors at its regularly scheduled Board Meeting on Monday, May 18, 2009 within the Airport Administration Board Room, 5835 S. Sossaman Road, Mesa, Arizona 85212-0614.

B. Evaluation of Proposals

WGAA will evaluate all valid proposals received by the due date and award one or more concession lease agreements to the Proposer(s) making the best proposal, as determined by the discretion of WGAA. Consideration will be given to the following elements:

1. Financial return to WGAA, as reflected in the following three (3) elements:
 - a. The proposed MAG, as offered by each Proposer. There is no maximum acceptable MAG. MAG amounts will be evaluated with respect to the extent they support projected sales and percentage rents.
 - b. Percentage rents offered by each Proposer.
 - c. The reasonableness of each Proposer's pro forma gross revenue and expense statements, as presented in the format described in Section III herein.
2. Proposed concession plan, with specific consideration for the following factors:
 - a. The proposed concession space layout plan identifying the size and concept for each concession space. A strong emphasis will be placed on national and/or local brand concepts.
 - b. The quality of the proposed product and/or menu selection mix for each concession space.

3. Capital investment in the concession space improvements, including:
 - a. The reasonableness and level of capital investment proposed. The dollar value of the overall proposed investment for each concession space must be in the format described in **Attachment E**, and must meet the minimum acceptable threshold amounts specified in Section IIG herein.
 - b. The quality and creativity of the concession space plan design, concept and theme. Each Proposer must submit color renderings and a detailed concession layout plan identifying each concession space and the proposed concepts for each.
 - c. The proposed detailed construction schedule identifying the estimated construction period for completing all concession space improvements, and the projected DBO for each space.
4. Experience of the Proposer and especially the extensiveness and quality of the Proposer's experience in operating and/or managing a retail or food and beverage operation similar or greater in size to the operation proposed at the Phoenix-Mesa Gateway Airport. In addition, the management, operations and marketing plans submitted by each Proposer will be evaluated.
5. ACDBE participation, particularly the viability and level of good faith efforts in attempting to meet the ACDBE goal specified herein.
6. Financial capability, as reflected in each Proposer's submitted financial statements and banking references, plus the proposed financing plan to fund the capital improvements required for each concession space.

WGAA will make the final judgment and determination as to which Proposer has offered the best proposal(s), and will employ such analysis techniques as it deems necessary to make such judgment(s). WGAA is not obligated to accept the best economic proposal.

WGAA may request the submission of additional information to assist in the evaluation of a proposal and Proposer(s) will be expected to cooperate fully with any request incident thereto. In addition to the references submitted in **Attachment B**, WGAA may seek to obtain information regarding past performance of any previous or existing contract(s) or agreement(s) of which Proposer was a part. WGAA also may conduct interviews of Proposers, either by telephone or in person, during the period April 1-17, 2009 or any other time deemed appropriate by WGAA.

C. Disqualification of Proposals

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following, among others, may be considered sufficient grounds for a Proposer's disqualification and the rejection of its proposal:

1. Evidence of collusion among Proposers.
2. Incomplete submittal of Proposal Submittal information, as outlined in Section III.
3. Lack of business skills or financial resources necessary to operate the proposed concession successfully, as determined in WGAA's sole and absolute discretion, through review of financial statements, reference checks or review of Proposer's experience statement.
4. If a Proposer is in arrears or default, as surety or otherwise, upon any obligation to WGAA, or has failed to faithfully perform any previous agreement with WGAA, as determined by WGAA in its sole and absolute discretion.
5. Other causes, as WGAA deems appropriate and pertinent to this RFP in its sole and absolute discretion.

D. General Airport Information

Representations and Warranties. The proposal and other requested information must be completed, in its entirety, to the best of each Proposer's ability, and must represent and warrant that all information contained therein is true and correct to the best of each Proposer's knowledge.

Conflict of Interest. Successful Proposer's employees may not be involved with any other Airport-related business during the term of the concession lease agreement, as an employee, owner, partner, consultant, etc., in a manner that could give rise to a conflict of interest. All determinations regarding potential conflicts of interest under a terminal concession lease agreement for any affected employee of a successful Proposer shall be resolved by the Airport Executive Director, whose decision in such matter shall be final.

Proposer's Responsibilities. Any person, firm or corporation desiring to submit a proposal shall examine the terms of this RFP, as outlined in the proposal documents, and shall independently judge all the circumstances and conditions affect the proposal. Failure on the part of any Proposer to make such examination or to investigate thoroughly the conditions of the proposal shall not be grounds for a declaration that the Proposer did not understand the proposal package. WGAA is not responsible for any Proposer errors or omissions.

WGAA's Reservation of Rights. WGAA reserves the right to: (i) reject any or all proposals and reissue the RFP; or (ii) waive any informality in any proposal or proposing procedure; or (iii) take such other action as WGAA deems appropriate at WGAA's sole and absolute discretion.