

Ann Edwards
County Executive



David Defanti
Deputy County Executive
Community Services

County of Sacramento

Airports
Cindy Nichol - Director

February 8, 2023

To: Prospective Proposers

From: Renata Daher
Sr. Airport Economic Development Specialist
Sacramento County Department of Airports

Subject: Addendum #2 – Automated Teller Machine Concession Agreement Request for Proposals – Sacramento County Department of Airports

Addendum #2 to the Automated Teller Machine Request for Proposals (RFP) includes answers to questions received after the mandatory pre-proposal meeting.

The Sacramento County Department of Airports (Department) received nine (9) questions after the January 25, 2023 mandatory pre-proposal RFP meeting. Listed below is the submitted question along with the Department's response. The questions are represented in the original format exactly as submitted to the County. No spelling or grammatical corrections were made to any question.

To Whom it May Concern:

Bank of America, National Association ("BANA") has reviewed the Sacramento County Department of Airports (Department) Request for Proposals for Automated Teller Machine (ATM) Concession Agreement (ATM Concession RFP 2023), and has the following questions:

1. **Signs and Advertising** –

- What opportunities are there for the Awarded Proposer to participate in digital advertising in the Airports?
- BANA considers all opportunities to add their attractive and dynamic digital sign elements to its ATM's in select locations.

Would the Department be open to considering this type of installation?

Answer: Signage renderings may be submitted as part of your proposal, and shall be approved by the Department.

2. **ATM Locations-**

- Would the Department consider proposals that would suggest changes to add, reduce or relocate the currently identified ATM Unit Locations and Number of Units?
- i. Are the locations being offered the same that are currently occupied by Bank of America?

If they are different, would you please provide details and or a diagram of the new locations?

If they are different, and if Bank of America was awarded this opportunity, would the Department be willing to allow the ATMs to remain in their existing locations provided it did not conflict with airport redevelopment efforts?

Answer: The Department would consider proposals that would suggest changes to add, reduce or relocated the currently identified ATM Unit Locations and number of Units.

Most of the locations are the same, a diagram is provided in the Pre-Proposal Meeting PowerPoint posted to [SCAS > Bids & Requests \(sacramento.aero\)](#)

Please submit this item as part of your proposal; the Department will evaluate it and thereafter address it during contract negotiations.

3. **Planned Airport Construction or Redevelopment-** Based on the Pre-Proposal Meeting, it sounds like there is some planned construction or redevelopment projects anticipated in these airports during the contemplated five (5) year term of this Concession Agreement that would impact the ATM operations and access in the proposed locations.
- Are there any details that can be shared with prospective Proposers regarding areas that would be impacted and the timing?

Answer: Not at this time.

4. **Part 1. A Section B, Proposal Submittals** - States that the Proposer must submit one (1) CD or flash drive version of the proposal along with one (1) original and five(5) paper copies.

Submitting a Flash or USB is strictly prohibited and against our companies Corporate Security Policy. If our organization chooses to submit a proposal, we will not be able to provide a Flash or USB with our sealed bid.

Would a Bidder that submitted their Sealed Bid Package(s) in physical paper form per instruction be allowed to submit the digital electronic copy of their bid via Email within a certain amount of time prior to or following the bid due date deadline and still be considered responsive?

If yes, would you please provide alternate instructions for this?

Answer: Yes, the proposal can be submitted via email to DaherR@saccounty.gov.

5. **Part 1. A Section B, Proposal Submittals** - States that the Proposer must submit one (1) clearly marked original and five (5) copies, along with one CD or flash drive version of the proposal in a sealed envelope at the location and by the deadline stated on page 4.
- Would the Department accept a Proposal Submittal *via email only*, if the Proposer delivered its \$2,000 Guarantee Deposit in advance of the due date?
 - Bank of America was the only attendee for the Mandatory Pre-Proposal Conference, on January 25, 2023. Per terms of the RFP, Bank of would be the only qualified Proposer at this time, and the only one to potentially submit a Proposal.
 - Does the Department that there is little to no risk that a bid could be internally compromised or miss-handled if only sent through email?

Answer: Please submit five (5) paper copies along with the emailed proposal.

6. **Part 2, Section A - ATM Service Operation** - Instructions for Management Plan, #4 ATM Service Operation -

ATM Design Standards:

1st Bullet - States machine shall not exceed 4'L x 4'W x 6'H in dimension

If awarded, Bank of America would plan to utilize the ATMs that currently exist on site, which are our newest ATM models and are believed to be slightly larger than these dimensions.

Would this be problematic for the Department to approve, provided the units fit physically in the indicated locations?

6th Bullet- States that the machines shall not be used to display any advertising media.

Electronic ATM screens are often programed to show services offered. Would this be problematic for the Department?

ATM Services Offered:

1st Bullet – States that fees ATM fees be clearly posted in a visible spot

Bank of America ATM units notify the user of any fee's prior to charging the fee while they are using the ATM, and gives the customer the opportunity to accept or reject the applicable fee. Is this method of notice acceptable to the Department?

Answer: The current ATMs on site would be approved. The electronic ATM screens are allowed to show services offered. The current method of fee notice is acceptable.

7. **Attachment 1 –Automated Teller Machine Concession Agreement**

Bank of America, National Association (BANA) has reviewed the Automated Teller Machine Concession Agreement attached in the RFP and has the below comments and requested revisions. Would these changes and clarifications be acceptable to the Department if BANA were the Awarded Proposer?

- **Section 2.04:**

ADD:

Concessionaire shall have the right to make all payments of fees under the Agreement via Automated Clearing House ("ACH"). County agrees to cooperate with Concessionaire to complete all necessary forms in order to accomplish such method of payment, within thirty (30) days of County's receipt of such forms. Concessionaire shall have the right from time to time during the Term and any extensions or renewals thereof to change its method of rental payment upon not less than thirty (30) days prior written notice to County.

- **Section 2.05 (B):** Request below revisions to service and replacement timeframes.

Concessionaire shall be solely responsible for any and all costs associated with the servicing and maintenance of each of Concessionaire's ATMs. In the event of a reported problem, Concessionaire's personnel shall make commercially reasonable best efforts to be available at the airport to service or repair the ATM within two (2) hours of the time of request. If an ATM must be removed from the airport to complete required repairs or servicing, Concessionaire shall make best commercially reasonable best efforts to have a serviceable replacement ~~must be~~ installed for the duration of the removal, within three (3) business days.

- **Section 2.05 (D) and (F):** Base Rent should be reduced proportionately if the number of ATMs is reduced.

ADD to (D) and (F):

Base Rent shall be reduced proportionately in the event that the number of ATMs is reduced by the Director or County. Base Rent shall not increase in the event that the Director or County requires that Concessionaire install additional ATMs.

Relocation required by County should be at County's expense:

REVISE (F):

Any such installation of an additional ATMs, removal or relocation required by the Director or requested by the Concessionaire ~~or requested by Concessionaire~~ shall be at ~~Concessionaire's~~ sole cost and expense of the requesting party. Any such installation of an additional ATMs, removal or relocation required by the Director or ~~required by the Director or~~ requested by Concessionaire shall be at sole cost and expense of the requesting party

- **Section 2.12:** Bank needs to be able to remove its ATM, regardless of default, since they contain cash and may contain customer information.

REMOVE: ~~If Concessionaire is not in default as to the payment of any amount payable to County hereunder,~~

- **Section 2.15:** Some information may be proprietary, and we would like to add a short confidentiality provision (to the extent allowed by law).

To the extent allowed by law, County and its personnel shall keep in strict confidence all information furnished to County by Concessionaire concerning the Concessionaire's business, including without limitation, any and all ATM transactional data furnished by Concessionaire to County pursuant to this Agreement.

- **Section 2.18:** As written, this is a bit too broad, since no one is coming to the airport solely to use an ATM. Also need an exception to the extent caused by the negligence of County, its officers, agents, employees, licensees, subtenants contractors, subcontractors. We would also request reciprocal indemnity
- **Section 2.19 (Insurance) and Exhibit C (Insurance Requirements):**

Section 2.19 - Bank of America reserves the right to obtain all insurance required under this contract through a program of self-insurance.

Exhibit C:

Insurance Requirements -

Bank of America cannot guarantee that the requested insurance is maintained throughout the life of the contract, but intends to continue to purchase as long as it is commercially available and economically attractive.

Verification of coverage

Any insurance required of Bank of America should be determined at contract execution. Bank of America will furnish certificates of insurance evidencing the coverage referenced herein. Bank of America will furnish Certificate of Insurance prior to contract and at renewal

Minimum Scope Insurance / Liability

1. Bank of America maintains Commercial General Liability coverage (including Bodily Injury & Property Damage, Personal & Advertising Injury, Products & Completed Operations, and Contractual Liability) with limits of \$2,000,000 per occurrence/\$2,000,000 aggregate.
2. Bank of America maintains Automobile Liability insurance with a limit of \$2,000,000 per accident.
3. Bank of America maintains Workers' Compensation coverage in compliance with all statutory requirements.

4. Bank of America maintains Employer's Liability Coverage with limits of \$1,000,000 per occurrence/\$1,000,000 each accident or disease/\$1,000,000 aggregate.

Bank of America can evidence an additional \$4,000,000 in Umbrella/Excess coverage in order to satisfy the minimum requirements under this RFP. Limits may be reached through any combination of primary, excess or umbrella coverages.

Deductibles and Self- Insured Retention

Bank of America does not disclose information regarding its deductibles and/or self-insured retentions.

Other Insurance Provisions

1. All of Bank of America's insurers have an A.M. Best rating of A-Class VII or better.
2. Bank of America will endeavor to provide thirty (30) days written notice upon termination or modification of coverage. Failure to provide such notice shall impose no obligation or liability of any kind upon Bank of America, its agents or representatives.

Commercial General Liability and/ or Commercial Liability

1. Bank of America's General Liability and Auto Liability include a blanket additional insured provision for any entity required by contract or agreement to be an additional insured.
2. EIM cannot opine on the language of indemnification. Refer to legal for review.
3. Bank of America's insurance will be primary and non-contributory.
4. Bank of America's insurance includes its own Cross Liability clause. (**Only applies to GL)
5. Any Bank of America line of business requiring subcontractors is responsible for ensuring all subcontractors carry coverage which is compliant with the requirements of this contract.

Professional Liability

Bank of America maintains Professional Liability (Errors & Omissions) insurance on a claims-made basis providing coverage for loss or damage due to an act, error, omission, or negligence of Bank of America employees with a primary limit of \$25,000,000.

Worker's Compensation

Subrogation will be waived except with respect to Workers' Compensation.

Property

1. Subrogation will be waived except with respect to Workers' Compensation.
2. Bank of America can comply with coverages requested however, County will not be included as a Loss Payee.

Notification of Claim

In the event of a claim, Bank of America will cooperate fully in the exchange of relevant information.

- **Section 2.21:** If BANA is the chosen Awarded Proposer, please Insert the following Notice Addresses:

Via email to: notice@bofa.com , using the
Subject: Property ID (ATM-J73)

With a hardcopy to:
Bank of America, National Association
NC1-007-25-50
100 N. Tryon Street
Charlotte, NC 28255
Property ID: ATM-J73

- **Section 3.17:**

ADD:

Notwithstanding anything to the contrary contained herein, Concessionaire may terminate this Agreement by giving County at least sixty (60) days' advance written notice following the enactment of any law or regulation by any governmental, regulatory or other entity that would prevent Concessionaire from charging at least \$3.00 per transaction at an ATM site or sites, or in the event that Concessionaire's legal right to operate ATMs at the Leased Premises is withdrawn or materially altered by court decision or any federal, state or local laws, ordinances or regulations.

- **Section 3.37:**

ADD:

Concessionaire and County acknowledge and agree that this Agreement does not operate to assign, transfer or convey to County any license, privilege or right of any kind or nature whatsoever to use for any reason any trademark, logo, brand, network names or network marks owned by Concessionaire in any

of County's advertising, signage or promotional materials, including without limitation printed sales/marketing materials without the prior written consent, authorization and approval of Concessionaire, which approval may be withheld in Concessionaire's sole discretion.

Answer: The Department will not provide responses to these questions at this time, but Bank of America is free to take exceptions to the sample agreement attached to the RFP and propose deletions/additional language for the Department to evaluate as part of its over-all review of Bank of America's proposal.

8. **Part 2 Section C – References**

Section reads:

The Proposer submits herewith the following list of persons or firms (at least three) with whom the Proposer has conducted financial transactions crucial to its taxicab business during the past two years and who may be contacted by the Department. If firms are used, give the name of the department and/or person whom we may contact.

Proposers are to attach a letter of reference from each of the persons or firms listed below.

- Is the reference to "taxicab business" incorrect?

Bank of America is the incumbent provider for ATM Services at SMF, it would seem the best reference you have for our ability to provide ATM services is your own experiences.

- If Bank of America were to submit a proposal and provide detailed information for Business References including contact information and a person to speak with, would the Department please consider removing the additional requirement of a letter of reference for each of the Business References?

Answer: The reference to "taxicab business" is a typographic error. Yes, the Department will remove the additional requirement of a letter of reference for each of the Business References.

9. **Attachment 2 (ATM Available Locations) and Attachment 3 (Rent Proposal Form) –**

- As Bank of America considers responding to this RFP, we struggle to be able to financially reconcile balancing the expenses of

continuing ATM operations at SMF. Customer use trends have significantly declined year over year and ATM Servicing costs are ever increasing. These trends are not exclusive only to SMF.

- Would the Department and/or the County consider proposals that offered less than stated Monthly Base Rent of \$2,000 / ATM unit per month?
- Would the county please provide the number of ATM's that this proposal is for? There appears to be a material conflict between these two Attachments.
 - Attachment 2 - lists a total of eight (8) units
 - Attachment 3 - lists a total of nine (9) units.
 - Lists a total of nine (9) units - there appears to be a request for two on Level 3 Terminal B (vs. 1 ATM on Attachment 2)

Answer: The Department would consider proposals that offered less than the stated monthly Base Rent of \$2,000 / ATM unit per month. This Request for Proposal is for eight (8) units, but the Department would consider proposals for less than eight (8) units.