

Request for Proposal (RFP) for ATM Service

The Hall County Airport Authority (hereafter known as “Authority”), is seeking proposals from experienced and qualified financial institutions eligible and licensed to establish and maintain an ATM pursuant to the laws of the State of Nebraska (hereafter known as “Operator”) to exclusively operate and service one (1) Automated Teller Machine (ATM) to be located in the Passenger Terminal at the Central Nebraska Regional Airport.

All information pertaining to this Request for Proposal can be found on the Hall County Airport Authority website at www.flygrandisland.com/cnra-bids-solicitations.

Schedule of Events

The Authority expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and are subject to change. All time is Central Standard Time.

ACTIVITY	DATE/TIME
1 Legal Publication of Proposal	Mon. Apr. 2, 2018 & Mon. April 9, 2018
2 Last day to submit written questions.	10:00 a.m. Mon. April 16, 2018
3 Authority responds to written questions through Addendum and posted at http://www.flygrandisland.com/cnra-bids-solicitations	1:00 p.m. Wed. April 18, 2018
4 Proposal opening Location: Hall County Airport Authority 3855 Sky Park Road Grand Island NE 68801	10:00 a.m. Wed. April 25, 2018
5 Committee review of Proposals	Apr. 25-May 2, 2018
6 Tentative Award Date	Wed. May 9, 2018

Attachment No. 1: Example of ATM Concession Agreement

Attachment No. 2: Proposal Response Certification Form

Attachment No. 3: Affidavit of Non-Collusion Form

Attachment No. 4: Proposed Transaction Fee Form

Attachment No. 5: Annual Concession Fee Form

RFP CONTACT INFORMATION

Hall County Airport Authority
Mike Olson, AAE Executive Director
3855 Sky Park Road
Grand Island, NE 68801
Office (308) 385-5170 x112
Email: mike@flygrandisland.com

SECTION 1 - INSTRUCTIONS TO OPERATORS

1-1 GENERAL

Hall County Airport Authority is seeking proposals from experienced and qualified financial institutions eligible and licensed to establish and maintain an ATM pursuant to the laws of the State of Nebraska, to install, operate and service one (1) Automated Teller Machine (ATM) on public side in the Passenger Terminal at the Central Nebraska Regional Airport located at 3773 Sky Park Road, Grand Island, Nebraska.

1-2 SUBMISSION OF PROPOSALS

1. Sealed envelopes marked "RFP for ATM Service" will be received at the Hall County Airport Authority, 3855 Sky Park Road, Grand Island, NE 68801 until 10:00 a.m. on Wednesday, April 25, 2018, at which time the proposal will be opened and publically read. Proposals received after above specified time will not be considered.
2. The proposal and all documentation provided therein, becomes the property of the Authority and becomes public information upon opening.
3. Proposals must be manually signed in ink and submitted (including ATTACHMENTS 2, 3, 4 & 5) and as provided in this proposal document and include one (1) original of all information pertaining to this RFP. Any alterations or corrections must be initialed by the Operator.
4. Proposals may be withdrawn by written request to the Executive Director, any time prior to the scheduled closing time for receipt of proposals. Withdrawal notice may be faxed or emailed.
5. All proposals shall be valid and constitute an irrevocable offer to contract on the terms and conditions contained in this Request for Proposals for sixty (60) days after opening. The Authority reserves the right to reject any and all proposals, to waive minor informalities and irregularities in the proposal submission process, to request additional information and data from any or all Operators, to supplement, amend or otherwise modify the RFP prior to the closing date and time, to cancel this request with or without substitution of another RFP, to reissue the RFP, or to accept a proposal which is considered in the best interest of the Authority.
6. All expenses incurred by the Operator in preparing its response to this Request for Proposal (RFP) and in seeking award of this contract shall, under all circumstances, be borne solely by the Operator.

1-3 AWARD

The Authority reserves the right to reject any or all proposals, and at its discretion, may withdraw or amend the Request for Proposal at any time. The Request for Proposal does not commit the Authority to award a contract.

Any protests must be filed to the Authority Executive Director and within ten (10) calendar days after the award is made.

1-4 TERM OF AGREEMENT

The initial term of this agreement shall be two (2) years.

1-5 AUTHORITY / OPERATOR OBLIGATIONS

The Authority will provide at its expense:

1. Area for ATM to be installed on the premises.
2. Electrical outlet and installation of telecommunications port.
3. Basic lighting, heating and air conditioning for general commons area.

The Operator will provide at its expense:

1. Connection to and testing of free-standing kiosk style ATM machine. Machine cannot be bolted to floor.
2. Repair, maintenance, and improvements required for ATM equipment operation.
3. Pay for monthly telecommunication fees.

1-6 ATM MACHINE SPECIFICATIONS

1. Conduct all transactions in United States currency and programmed in English and Spanish.
2. Accept all major credit cards.
3. Operator's name and address must be clearly identified on ATM.
4. ATM must serve the public 24 hours a day, 365 days a year. A toll-free service phone number clearly posted with procedures for reporting problems.
5. Transaction fees or surcharges must be made available to customer prior to transaction.
6. ATM shall not be used to display any advertising media.
7. ATM shall provide a written receipt option, and at minimum, shall support account inquires, withdrawals, and cash advances.
8. ATM shall comply with the Americans with Disabilities Act.

1-7 ATM EQUIPMENT

Provide make and model of proposed ATM machine.

1-8 AIRPORT SECURITY

Operator agrees to comply with the Airport Security directives.

Operator and staff may be required to obtain and wear an Authority issued identification badge at all times when on duty and badge must be visible at all times. Badges must be returned back to the Authority following termination of employee or applicable fees will apply.

1-9 ENPLANMENT STATISTICS

The Airport currently has the following airlines providing round-trip non-stop service: Allegiant Air provides twice-weekly service to Las Vegas, NV and Phoenix-Mesa, AZ; and American Airlines provides twice-daily service to Dallas/Fort Worth, TX. The following is enplanement/deplanement

information of (Scheduled Air carriers, Diversions and Charters) at the Central Nebraska Regional Airport in Grand Island for the previous 7-years:

Year	2017	2016	2015	2014	2013	2013	2012
Total Enplanements	66,880	69,009	64,643	60,947	56,902	56,902	56,059
Total Deplanements	66,297	68,991	63,710	60,094	56,379	56,379	55,602

In providing these figures, the Authority makes no warranties or representation as to the level of future enplanements anticipated at the Airport for calendar year 2018 and beyond. Prospective Operator is advised that future enplanements at the Airport may be affected by factors beyond the Authority's control, including but not limited, changes in the various airlines servicing the Airport, and changes in the national and local economy. By submitting a Bid Proposal, the Operator warrants and represents that it has not relied on any warranties or representations by the Authority as to past or future enplanements, or as to other factors relevant to the future use of the Airport, in formulating its Bid Proposal, and that it has exercised its own judgment as to future enplanements, and the future use of the Airport, in formulating Bid.

1-10 INTERPRETATION, CORRECTIONS, OR CHANGES

Operators requesting any interpretations or clarifications of this document shall direct those questions in writing (preferable by Email) to the Authority Executive Director. General question calls are accepted. Operator has until 10:00 a.m. Mon. April 16, 2018 to submit any questions.

Any interpretation, correction, or change in the Request for Proposal will be made by formal addendum issued by the Hall County Airport Authority and must be acknowledged by Operator on the Proposal Response Certification Form (ATTACHMENT 2). Any Addendums will be posted on the Hall County Airport Authority website <http://www.flygrandisland.com/cnra-bids-solicitations> and is Operator's responsibility to check Authority's website for any Addendums posted. Interpretations, corrections, or changes to the Request for Proposals allegedly made in any other manner will not be binding.

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 RFP RESPONSE OUTLINE

1. Proposal Response Certification Form: (ATTACHMENT 2) shall be signed by an official who has full authority to enter into an Agreement.
2. Affidavit of Non-Collusion Form: (ATTACHMENT 3) shall be signed by an official who has full authority to enter into an Agreement.
3. Proposed Transaction Fee Form: (ATTACHMENT 4).
4. Annual Concession Fee Form: (ATTACHMENT 5) shall be signed by an official who has full authority to enter into an Agreement. Operator proposes to enter into a two (2) year contract with the Hall County Airport Authority to provide exclusive ATM service in the Passenger Terminal at the Central Nebraska Regional Airport (GRI).
5. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years

your organization has been continuously engaged in business. Include a copy of Articles of Incorporation and copy of Tax Identification Number.

6. Qualifications and Experience: Provide a brief history and background of the Operator, relating to ATM services, include number of years and experience in providing and maintaining ATM equipment at an airport.
7. References: Operator shall provide two (2) references unrelated to the Operator, including name, address, phone number, and number of ATM machines, for whom Operator is providing ATM Service for. The Authority reserves the right to check any reference(s) regardless to the source of the reference information, including but not limited to, those that are identified by the Operator in the proposal, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar lease agreements.
8. Insurance: Operator shall include evidence of existing insurance coverages for bodily injury and property liability in an aggregate amount of not less than \$100,000.00 per occurrence.

SECTION 3 - SPECIFICATIONS AND REQUIREMENTS

- 3-1 Role of the Operator: The awarded Operator is expected to be an integral part of the Airport, striving to meet the changing needs of customers of the Airport. Customers include, but are not limited to, commercial airline passengers, general aviation passengers, chartered flights, tenants of the Authority, and surrounding business; and the general public.
- 3-2 Reporting: Provide monthly reports of total transactions and types of transactions.
- 3-3 ACDBE Reporting: Provide required reports for the Airport Concession Disadvantage Enterprise (ACDBE) program.
- 3-4 Operation and Service Standards. Operator agrees to the following requirements and standards of operation:
 1. Operator shall comply with Authority's Minimum Standards of operation as applicable to Tenant's business.
 2. Operator is responsible for all licenses, charges, fees, personal property and real estate taxes, if applicable.

SECTION 4 - EVALUATION PROCESS

Selection Committee will evaluate proposals on the following criteria:

1. Overall Proposal and Required Documents.
2. Qualifications and Experience.
3. References.
4. Annual Concession Fee.

ATTACHMENT 1

ATM CONCESSION AGREEMENT - *EXAMPLE ONLY*

ATTACHMENT 1 should be reviewed by an official who has full authority to enter into an Agreement.

AUTOMATED TELLER MACHINE CONCESSION AGREEMENT

This Automated Teller Machine (“ATM”) Concession Agreement (“Agreement”) is made as of _____, 2018 by and between Hall County Airport Authority (“Authority”) and financial institution eligible and licensed to establish and maintain an ATM pursuant to the laws of the State of Nebraska _____ (“Operator”)

RECITALS

WHEREAS, Authority desires to enable Operator to provide ATM services to passengers using Airport facilities and Operator desires to provide those services by providing one (1) ATM owned by Operator,

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

TERMS & CONDITIONS

1. Operator will install, operate and maintain one (1) ATM in the Passenger Terminal at the Central Nebraska Regional Airport located at 3773 Sky Park Road, Grand Island, NE, as outlined on Exhibit A, and hereinafter referred to as “Premises” according to the following terms.
2. This Agreement shall be for a term of two (2) years. During the term of this Agreement, Operator shall have the exclusive right to maintain and operate one (1) ATM on the Premises. Operator shall pay an annual concession fee to Authority in the amount of (*amount written out*) \$_____ per year. The first year’s concession fee shall be payable upon execution of this Agreement and the second year concession fees shall be payable in advance on or before lease year anniversary date.
3. All costs of electricity used to operate the ATM shall be paid by Authority.
4. The Authority will install communications port. All base monthly telephone charges (including charges for the lines serving the ATM)-shall be paid by Operator. All calls made on that line to Operator’s processor shall be paid by Operator.
5. Upon the execution of this Agreement, Authority authorizes the Operator to promptly begin installation of the ATM at the earliest possible date and be fully operational. Operator will provide and install a “free-standing” ATM only. All installation and maintenance costs not defined elsewhere shall be paid by Operator.
6. The ATM is, and for all purposes shall remain, Operator’s personal property.
7. Operator will pay all property taxes, if any, based upon installation, operation, or use of the ATM.
8. Operator, its agents, employees, and contractors shall have the right to enter the Premises with necessary personnel, equipment and machinery solely for the purpose of installing, inspecting, maintaining,

servicing, repairing, replacing, protecting or removing the ATM. Operator will pay the costs of these activities by its agents, employees and contractors.

9. Subject to parking restrictions and security regulations, Operator shall have the non-exclusive right to use parking spaces at Premises for parking vehicles of Operator, its officers, agents, employees or contractors, and shall have parking access from time to time for the purpose of servicing the ATM, without charge to Operator.

10. Operator shall have the right to affix required signs to the ATM and signage that identifies the ATM as being owned and operated by Operator. Operator shall not erect or maintain any other signs inside or outside the Premises, or affixed to the ATM or its surrounding kiosk, without the prior consent of the Authority Executive Director.

11. To the extent reasonably possible, the use of the ATM shall be available to all individuals who may have access to the Premises, including airport passengers, employees and general public. ATM will have reasonable pedestrian access to the Premises at all times when the ATM is operating and otherwise available for use by Airport. Operator warrants that the ATM complies with the requirements of the American with Disabilities Act (ADA).

12. Operator will maintain the ATM in a safe, neat, and orderly condition, and must be open to the public 24 hours a day, 365 days a year.

13. Operator shall be responsible, as between parties, for the security to and protection of ATM, including the contents thereof, shall assume all liability for its operation and shall indemnify and hold Authority harmless from any liability associated with the use and operation of the ATM, including any financial losses incurred because of fraudulent activity. Without limiting the Tenant's obligation to indemnify the Authority, the Operator shall provide, pay for, and maintain in force at all times during the term of this Agreement a policy of general liability insurance for the bunker to protect against bodily injury and property liability in an aggregate amount of not less than \$100,000.00 per occurrence; and any other policies of insurance reasonably required by the Authority. The aforesaid insurance amounts and types of insurance shall be reviewed from time to time by the Authority and may be adjusted by the Authority if the Authority reasonably determines such adjustments are necessary to protect the Authority's interests. The Operator shall furnish the Authority, as evidence that such insurance is in force, a certified copy of the insurance certificate including the Authority as additional insured within 30 days after the policy(s) is issued. Said policy shall be in a form and content satisfactory to the Authority and shall provide for thirty (30) days written notice to the Authority prior to the cancellation of or any material change in such policies.

14. Operator shall be responsible for and shall pay all charges for upkeep of the ATM and related equipment and shall make, at its own expense, any and all repairs and supply and pay for any and all materials needed to maintain the ATM and related equipment in proper condition and good working order.

15. Operator shall ensure ATM to be in good working order and maintain enough cash to allow continued Authority usage. In the event that the ATM becomes inoperable, Operator must restore the ATM to good working condition within 5 business days of being notified such condition exists. In the case that necessary repairs or replacement of ATM equipment is expected to take longer than 5 business days, Operator will notify Authority of status and expected date equipment will be in good working order, within 48 hours from being notified of problem. In this event, Operator shall ensure that ATM be in good working order no more than 14 days after being notified that ATM has become inoperable for any reason.

16. Operator may surcharge a convenience fee for cash withdrawal per transaction for operation of the ATM. This transaction fee can be changed from time to time by Operator, with appropriate notice provided to the ATM user and Authority.

17. Airport Concession Disadvantaged Business Enterprise (ACDBE) requirements. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The Operator agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

18. Either party shall have the right to terminate this Agreement for cause upon thirty (30) days written notice. For purposes of this Agreement "termination for cause" shall mean a material breach of this Agreement that is not cured within thirty (30) days from receipt of written notice by the breaching party from the non-breaching party.

19. Within ten (10) days from the date the Agreement terminates, Operator will remove the ATM from the Premises and will repair any damage to the Premises caused by such removal.

20. If the ATM is left in place with Authority's consent after the expiration of the term of this Agreement, and without executing a new agreement, then such hold over shall be construed as a tenancy from month-to-month, subject to all the conditions, provision, and obligations of this Agreement.

21. This Agreement contains the entire agreement and understandings, terms, or condition between the parties. Each party agrees that it has not relied upon any representation, express or implied, not contained in this Agreement.

22. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties.

23. This Agreement shall be, in all respects, governed by and construed and enforced in accordance with the laws of the State of Nebraska, including all matters of constructions, validity and performance. If any provisions of this Agreement or its applications shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of all other provisions and applications hereof shall not in any way be affected or impaired.

24. Notices from one Party to the other will be effective upon mailing the same, first class postage prepaid, to the other Party's address, as follows or as changed by written notice:

Hall County Airport Authority
Executive Director
3855 Sky Park Road
Grand Island, NE 68801

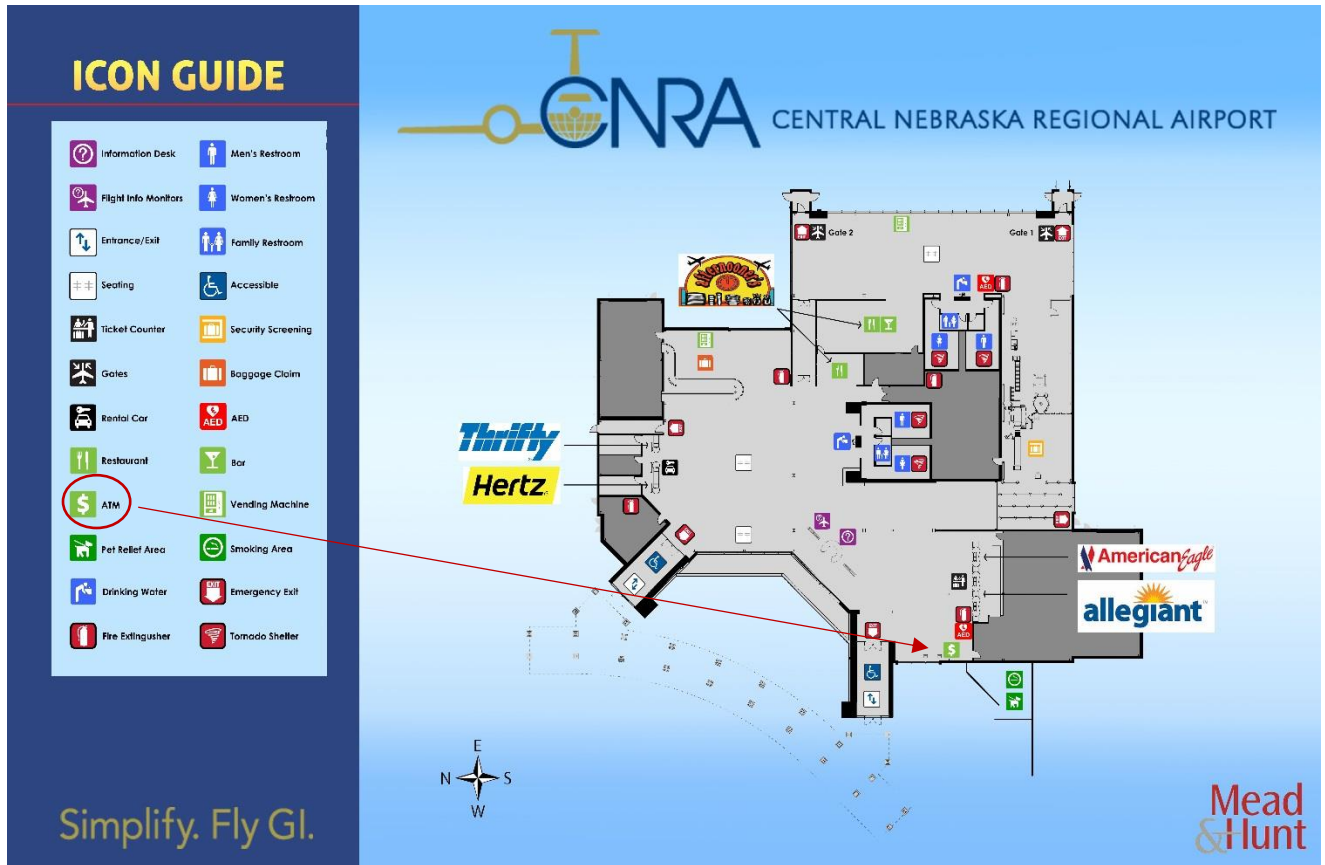
Operator

This Agreement may be modified only in writing duly executed by both parties.

HALL COUNTY AIRPORT AUTHORITY

BY _____
Michael J. Olson, Executive Director

BY _____
President



ATTACHMENT 2

PROPOSAL RESPONSE CERTIFICATION FORM

ATTACHMENT 2 should be completed and submitted with response to this Request for Proposal.

The undersigned, signed by an Authorized Representative from Company, declares they have read the Request for Proposal, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein.

It is further acknowledged that addenda numbers _____ to _____ have been reviewed, if any.

It is further acknowledged that Operator has reviewed Attachment 1- ATM Concession Agreement.

Is Operator a: ___ Corporation ___ Partnership ___ Joint Venture
 ___ Limited Liability Company ___ Other _____

Is Operator a Nebraska Department of Transportation Certified ACDBE ___ Yes ___ No

List information as it would be on the Agreement:

_____	_____		
Corporate Name	DBA		
_____	_____	_____	_____
Mailing Address	City	State	ZIP
_____	_____	_____	_____
Physical Address	City	State	ZIP

Phone Number			
_____	_____		
Signature	Title		
_____	_____		
Printed Name	Date		

ATTACHMENT 3

AFFIDAVIT OF NON-COLLUSION FORM

ATTACHMENT 3 should be completed and submitted with response to this Request for Proposal.

NON-COLLUSION AFFIDAVIT: The undersigned Operator or agent, being duly sworn on oath, says that Operator has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Operator, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Operator further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

Oath and affirmation I hereby affirm that the information provided by the Operator is true and correct.

Dated this _____ day of _____, 20_____

Name of Organization: _____

Name & Title of Person Signing: _____

Signature: _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

By: _____
Name and Title of Position

Notary Public Signature

Affix Seal Here

ATTACHMENT 4

PROPOSED TRANSACTION FEE FORM

ATTACHMENT 4 should be completed and submitted with response to this Request for Proposal.

1. Proposed Transaction Fees

Indicate the proposed fee(s) to be charged to customers: (example cash withdrawal, cash advances, balance inquiries, etc.)

Transaction Type	Transaction Fee
<u>Surcharge Fee</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

List any transactions exempt from any fee(s):

Corporate Name: _____

DBA: _____

Signature

Title

Printed Name

Date

ATTACHMENT 5

ANNUAL CONCESSION FEE FORM

ATTACHMENT 5 should be completed and submitted with response to this Request for Proposal.

1. Operator has reviewed all the materials contained in the Automated Teller Machine (ATM) Concession Agreement & RFP Specifications. If selected, Operator agrees to enter into a two (2) year contract with the Hall County Airport Authority to provide exclusive ATM service at the Central Nebraska Regional Airport.

ANNUAL CONCESSION FEE \$ _____

ANNUAL CONCESSION FEE (amount in words): _____

The Annual Concession Fee as stipulated by the amount above, will be used by the Authority in determining the highest bidder to provide ATM service at the Central Nebraska Regional Airport.

Corporate Name: _____

DBA: _____

Signature of official who has full authority to enter into an Agreement.

Title

Printed Name

Date