

**CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS**

RFP NO. 24-013

**AUTOMATIC TELLER MACHINE PLACEMENT AND OPERATION
AT PENSACOLA INTERNATIONAL AIRPORT**

Sealed and complete hardcopy proposals **with original or electronic signature**, and **three (3) additional copies**, plus **one (1) complete and identical electronic copy (PDF)** on flash drive or CD, must be received no later than **February 15, 2024, 2:30 P.M.**, local time, at the following location:

**City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing**

The OUTER FACE of the sealed submittal package shall **identify the respondent, the RFP title, and the RFP number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted. After the submittal deadline those submittals received will be opened and publicly acknowledged. Interested parties may attend.

Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. **Addenda will be posted to the City's website. Proposers are responsible for obtaining addenda and are advised to check the website frequently.**

An optional informational conference will be held at **10:00 A.M., January 30, 2024** in Suite 224 at the Pensacola International Airport, 2430 Airport Boulevard, Pensacola, Florida. Attendance is strongly encouraged as important information will be discussed. Interested parties may also participate via Microsoft Teams at the following link: [Microsoft Team Informational Meeting Link](#).

Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the following link: [Microsoft Teams System Requirements Check](#).

Proposers should submit a certified check, cashier's check, or insurance company's executed original bond, payable to the City of Pensacola in the amount of **Two Thousand Dollars** (\$2,000.00) for a minimum period of six (6) months.

A proposal tabulation with a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Proposers are advised to check the website frequently.

Any questions concerning the proposal should be addressed and submitted in writing **no later than 10:00 A.M.**, local time, **February 5, 2024**, to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item number when applicable, to waive any proposal informalities and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

GENERAL CONDITIONS

To ensure acceptance, all proposers submitting proposals to the City of Pensacola shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and proposals not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe items or services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the proposal. The proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible proposer submitting the most responsive or best alternative proposal for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.
4. **Proposal (RFP) Bond:** The particular item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's executed original bond made payable to the City of Pensacola in the amount of \$2,000.00 accompany your proposal. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft. Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful proposer. Any proposer withdrawing his proposal after the proposal opening forfeits the right of return of his good faith deposit.
5. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify

system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

6. **Exceptions to Specifications:** In order that equal consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor or City Council is the final authority in determining the acceptability of any exceptions to specifications.
7. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
8. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Proposals Page. Inquiries must refer to the proposed item(s) or service(s) and the date of the proposal submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
9. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
10. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded proposer shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).
11. **Mistakes:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the proposer's risk. Unit prices proposed will govern in award.
12. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the

terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.

- 13. Permits and Taxes:** The proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Proposers who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.
- 14. Prohibited Conduct by Proposers:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
- 15. Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
- 16. Protests:** Protests of the plans, specifications, and other requirements of requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of proposal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.
- 17. Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).
- 18. Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.
- 19. Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public

access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

20. Rejection of Proposals: The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

21. Sealed Proposals: The specifications and all executed proposal forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the proposer. In the event more than one proposal submittal deadline is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the proposer, the item(s) or service(s) proposed and the proposal number.** It shall be the sole responsibility of the proposer to assure receipt of proposal at the Purchasing Office prior to the published time for the proposal submittal deadline. No proposal will be accepted after closing time for receipt of proposals; **nor will any offers by telephone, fax, internet or email be accepted.**

22. Tax: The City of Pensacola is exempt from all State and local sales tax.

23. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected via delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

24. Unauthorized Aliens: The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

25. Venue: Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.
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INSURANCE AND INDEMNIFICATION

GENERAL

Before starting and until termination of work for, or on behalf of the **City**, the Contractor shall procure and maintain insurance of the types and limits specified.

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

COVERAGE

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

Worker's Compensation

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

Commercial General and Umbrella Liability Coverages

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent contractors, and property damage resulting from, explosion, collapse or

underground (x,c,u) exposures. The coverage shall be written on occurrence-type basis.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

INSURANCE OF THE CONTRACTOR PRIMARY

The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY

The Contractor shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall make special effort to detect hazards and

shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Contractor shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Contractor agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Governing Law and Venue

This Contract is governed and construed in accordance with laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of the Contract. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

M/WBE, SBE, VBE

Minority/Women Business Enterprise: The Pensacola City Council has adopted a Minority/Women Business Enterprise Ordinance #04-15. This ordinance encourages participation of minority and woman-owned business in the City procurement process. Minority or Woman-Owned Business Enterprise (M/WBE) is defined as:

- a business located in the Pensacola Regional Area (Escambia, Okaloosa, Santa Rosa, Walton Counties, and Mobile, AL.)
- which is at least 51 percent owned by one or more minority/woman individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership is by one or more minority/woman individuals who are U.S. citizens or legal resident aliens,
- and for which both management and daily business operations are controlled by one or more minority/woman individuals.

Small Business Enterprise: The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in Escambia or Santa Rosa County,
- which employs 50 or fewer permanent full-time employees,
- and which has a net worth of not more than \$1,000,000. As applicable to sole proprietorships, the \$1,000,000 net worth shall include both personal and business investments.

Veteran Business Enterprise: The Pensacola City Council has adopted a Veteran Business Enterprise Ordinance #09-15 providing a “preference” for veteran-owned businesses that have been:

- certified by the State of Florida, through the Department of Management Services, and;
- which are located in Escambia or Santa Rosa County.

The impact of the ordinance is that proposals or quotes received by certified veteran-owned businesses will be given a preference for award, if their bid or quote is within certain percentages of the lowest responsible bid submitted by a non-veteran business. If the lowest and most responsible bid or quote is submitted by a certified veteran-owned business or a certified woman-owned or minority firm, then the preference shall not apply. In addition to bids and quotes, Requests for Proposals (RFPs) or Requests for Qualifications (RFQs), will provide two (2) percentage points in proposal scoring for proposals received by a certified veteran.

If your company meets the criteria of a Minority/Women Business Enterprise, Small Business Enterprise or Veteran Business Enterprise as defined above, please include this information in your response.

AUTOMATIC TELLER MACHINE PLACEMENT AND OPERATION PENSACOLA INTERNATIONAL AIRPORT

BACKGROUND

The Pensacola International Airport (PNS) is a small hub airport located within the City of Pensacola in Escambia County, Florida. PNS serves the extreme western portion of the Florida Panhandle. It provides easy access to the area's numerous beaches, the National Museum of Naval Aviation and many other historical and natural attractions.

The Airport is located about three miles northeast of the central business district of Pensacola, Florida, and is easily accessible by state Hwys 98 & 29, as well as by Interstate 10. The traffic consists mainly of originating and departing passengers utilizing one of the approximately eighty daily flights offered by American, Delta Air Lines, Frontier, Silver Airways, Southwest, Spirit, and United.

The Airport terminal is a two story building consisting of approximately 246,000 square feet of enclosed space and 12 gates. The current concession provides two ATM locations in the passenger terminal building, both of which are operated by Prineta LLC. One ATM is located on the first level of the terminal and is between the main entrance and Airline ticketing. The second ATM is located in the passenger concourse in the food court between gates 4 and 6 and is approximately mid-way down the concourse. The current concessionaire commenced operations in April 2019.

The table below presents a summary of the reportable transactions occurring at the airport with respect to the ATM operations as well as enplanements for the same period.

FISCAL YEAR	TOTAL SURCHARGE TRANSACTIONS	LOBBY ATM TRANSACTIONS	CONCOURSE ATM TRANSACTIONS	ENPLANED PASSENGERS
2018	10,577	5,046	5,531	951,751
2019	9,366	3,980	5,386	1,100,121
2020	5,937	2,712	3,225	692,616
2021	6,810	2,942	3,868	1,041,318
2022	8,087	3,279	4,808	1,223,137
2023	8,957	3,742	5,215	1,328,498

All historical information is provided for the convenience of the proponents. The City is not responsible for any conclusions that proponents may draw from this information. The Fiscal Year runs from October 1 – September 30.

While concerned with revenue from its concessions, the management of Pensacola International Airport is also concerned with meeting the following objectives in its concessions program:

1. Providing a high level of service to those individuals utilizing the facility;

2. Enhancing the image of the Airport with the traveling public.

The management of Pensacola International Airport feels that its customer service goals are best met by having concessions that provide those items desired by the individuals using the facility and by providing an inviting, comfortable atmosphere from which to obtain them. However, while the appearance of the facility and the revenue from the facility are important, neither item is the overriding factor. Therefore, while projected revenue is important, it will be only one factor taken into consideration during the evaluation of the proposal. Proposed services and proposed fees to the end user will be evaluated as well.

Instructions and General Specifications

Proposal Documents

Sealed proposals must be identified as “Automatic Teller Machine Placement and Operation – Pensacola International Airport” and must be submitted in the proposal format outlined as part of these Instructions and General Specifications. Proposal documents must be kept intact when submitted. Proposal documents include at a minimum:

- Information Concerning Proposer
- Proposal Form
- Submitted plans, photographs and/or drawings
- Financial proposal

Airport Contact

Firms submitting proposals are responsible for familiarizing themselves fully with all facilities and space to be made available by the City for the operation and the installations which will have to be made by the concessionaire.

Modification of Proposal Documents

Notwithstanding anything else stated herein, the City reserves the right to modify the proposal documents, including the Agreement, by issuing addenda to all parties to whom Proposal Packages have been issued and for whom the City has correct mailing addresses on file.

Contract Inclusions

These instructions, specifications, and statements accompanying the proposal, and the proposal itself, shall be included in the Agreement that will be entered into for this operation.

CONCESSION REQUIREMENTS

Contract Term

The term of the concession agreement shall be for five (5) years.

Grant of Use

The successful proponent shall have the exclusive right to place and operate Automatic Teller Machines (hereinafter referred to as "ATMs") within the Passenger Terminal Building and for no other purpose whatsoever. Prepaid Cash-to-Card services, if granted, shall be on a non-exclusive basis.

The concessionaire shall assume the following obligations:

Concessionaire shall operate ATMs in the designated area and shall provide all the advantages of ATM services reasonably expected by the public. As a minimum, the concessionaire shall provide users with the ability to withdraw funds from checking and savings accounts, perform balance inquiries, obtain credit card cash advances, and transfer funds between accounts. The ATMs shall be incorporated into a regional teller system and a national interchange system (e.g. Cirrus, Plus, etc.) in order to provide service to a large market of banking customers. Given the number of military personnel traveling through the passenger terminal facility, the ATM must be able to connect to the Armed Forces Financial Network. The operation of the ATMs shall be subject to the laws of the State of Florida and the United States Government.

Concessionaire shall provide services only at the initial prices or fees set forth in concessionaire's Proposal Documents. Any proposed price increases during the term of the agreement must be forwarded to the Airport Director for his review and approval prior to implementation. The concessionaire must provide information substantiating the proposed increase. When reviewing a request to increase prices or fees, the Airport Director shall take into account the information substantiating the increase, the amount of the proposed increase, and the amount of time elapsed between the increase request and either the commencement of the concession or any previously approved increases. The Airport Director shall not unreasonably deny such requests.

The City of Pensacola has not established any guidelines on how the ATMs are to appear other than by stating that the machines should be of such design and color as to complement their surroundings and should be of a size that does not obstruct the visibility of existing information signage in the facility. It remains the responsibility of the concessionaire to provide and maintain an accessible operation in accordance with all laws and statutes including the Americans With Disabilities Act.

Concessionaire shall be required to honor both ATM cards and at least three major credit cards, including VISA, MasterCard, and American Express. Given

the requirement to connect to the Armed Forces Financial Network, concessionaire shall also be required to honor AFFN.

For further obligations, please refer to attached agreement.

Premises

At a minimum, the selected proposer will be required to provide one (1) ATM at each of the existing locations and shall have preferential use of the following amount of area inside the Terminal Building, as more accurately shown on Attachment A.

First Level Terminal	13 s.f.
Second Level Concourse	13 s.f.

If the successful proponent desires to add additional locations within the terminal, said proponent may present its request to the Airport Director for consideration. The Airport Director will review the request as it relates to the overall intention for the area in question.

Improvements by Concessionaire

The City shall provide, at no cost to the successful proponent, existing heat, air, and electricity to the premises. Any additional requirements including voice and data lines shall be the responsibility of the successful proponent.

It is the desire of the City that the units be installed and operational within thirty (30) days of the execution of the agreement.

Hours of Operation

The ATMs shall be made available to the public twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Exception shall be granted for routine maintenance and repair, and for any instance in which the Airport is closed to the public, such as during or following a natural disaster.

Fees

The concessionaire shall be required to pay to the City the following fees:

1. The concessionaire shall pay the City an annual rent identical to the rate charged the signatory airlines. Rents are recalculated each year effective October 1 – September 30. The current terminal building rental rate for fiscal year 2024 is \$37.28 per square foot per year. This fee shall be payable in twelve (12) equal monthly installments, due on the first day of each month. Florida Sales and Use tax shall be added to each payment.
2. In addition to the annual rent, concessionaire shall pay a monthly fee per transaction. **The proposed fees per transaction are to be outlined in the Bid Proposal document.** The minimum fee per transaction shall be \$0.25. Transaction fees shall apply to all transactions involving surcharges

and/or fees charged to ATM customers for transactions conducted on ATMs located at the Airport pursuant to the Concession Agreement. The transaction fee is not applicable to rejected transactions or transactions where no surcharge and/or fee is charged to ATM customers for transactions conducted on ATMs located at the Airport pursuant to the Concession Agreement.

3. The concessionaire shall also be required to pay any taxes, fees or licenses that may be levied, assessed or charged by any governmental entity on concessionaire or the City relating to the operation of the ATM or the leasing of the designated area in the Terminal Building.

Sales Tax for Use of Leased Premises

In accordance with Florida law, every person who rents or leases any real property or who grants a license to use, occupy, or enter upon any real property is exercising a taxable privilege. The tax shall be added to the sales price or rental and the amount of the tax shall be separately stated as Florida tax on any charge tickets, sales slips, invoices, or other tangible evidence of sale or rental. **As mentioned above, a sales tax of 6.0% (4.5% + 1.5%) will be added to the annual rent.**

Disadvantaged Business Enterprise Participation

While the City of Pensacola encourages the participation of Disadvantaged Business Enterprises in operations at Pensacola International Airport, there are no requirements for the successful proponent to subcontract any portion or dollar amount of the operation covered by this Request for Proposal to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

Performance Security

At the City's discretion, with said discretion to be applied in the event concessionaire fails to remit payments in accordance with the agreement, City may require concessionaire to post with the City, and concessionaire must thereafter continuously maintain for the entire term, performance security in the amount equal to \$15,000. Concessionaire may put up cash, with said cash to be held by the City, a performance bond, or a letter of credit. The City will not pay interest on such cash deposit. Said performance security shall cover concessionaire's performance of all of its obligations under the Agreement for the entire term.

The performance bond or letter of credit, if provided by concessionaire, shall be in a form acceptable to the City. The surety company providing the bond or the lender providing the letter of credit shall be licensed to do business in Florida, and shall be otherwise acceptable to the City. Concessionaire shall be responsible for paying all required bond premiums.

An annually renewable Performance Bond may be substituted by the concessionaire each year in lieu of providing a single bond. Such Performance Bond shall not contain any exclusion or condition based on a time-period for the discovery of, and the making

of a claim for any loss that is less than one year after the expiration date of such Performance Bond. In other words, the Performance Bond shall allow the City to make a claim under the bond, for losses, which totally or partially occurred during the period of such bond. Such extended claim discovery and/or claim reporting period shall be for a period of at least one year or longer after the expiration of such bond. Such Bond shall not contain any wording which would allow for the cancellation or reduction in coverage under the bond, other than at the listed expiration date, provided that 30-days notice of such expiration is given to the City before termination of coverage at any such expiration date.

The performance security shall be payable to the City in the event concessionaire defaults in any of its fees or other monetary obligations to the City hereunder.

Supplies, Materials and Equipment

It is the responsibility of the concessionaire to furnish all services, labor, materials, equipment, tools, insurance, permits, and fees (if any) necessary to render the services as set forth by the City.

The concessionaire shall be solely responsible for the installation, construction, and furnishing of all items necessary for the operation of the ATMs. The concessionaire will also make all required mechanical and electrical installations and connections. All installations shall be in accordance with plans submitted to and approved by the City of Pensacola. All mechanical and electrical installations and connections shall become the property of the City upon installation, except only plug-in connections.

Maintenance

The City will provide maintenance for the floors and walls of the public areas of the building. All maintenance relating to the ATMs, including all equipment therein, will be the responsibility of the concessionaire and it will be required to keep the area in good operating condition and repair and to keep such in a clean and neat condition and appearance. Concessionaire shall respond within 24 hours to any maintenance item that renders the ATMs inoperable and take immediate and continuing steps to effect repairs so as to minimize downtime.

Security

All personnel requiring regular access to the concourse area of the terminal building of the Airport must qualify for, wear and exhibit a security identification badge issued by the Airport. The concessionaire shall be responsible for obtaining the necessary badges. Badges currently cost fifty-five dollars (\$55.00) each plus tax. Concessionaire shall allow thirty (30) days processing time for the issuance of the badges. Individuals requiring badges will have to submit fingerprints for past criminal history prior to badge issuance. All security badges are to remain the property of the Airport and shall be returned at the termination of the Concession Agreement.

The concessionaire shall be responsible for servicing its units and shall work with the Airport to determine the most appropriate times and methods. If service personnel carry

sidearms in the prosecution of their work, concessionaire shall be responsible for ensuring that such personnel comply at all times with appropriate local, State, and Federal regulations. Concessionaire understands that local and Federal regulations may prohibit service personnel from carrying sidearms into the concourse and concessionaire shall work with the Airport to ensure adequate security measures are in place.

Airport Development

It is anticipated that the airport will expand the terminal facility during the term of this agreement, specifically with the addition of a second concourse with three to five passenger gates. Concessionaire shall be given the opportunity to serve the new, expanded passenger area(s) under the same terms and conditions as the then current agreement. Should Concessionaire choose to decline service to the new, expanded area(s), Airport reserves the right to exclude such new, expanded areas from the then current concession agreement and enter into a separate agreement to service the new, expanded area(s).

Evaluation Criteria and Proposal Format

Evaluation Criteria

Each proposal will be evaluated by the City.

Factors to be considered include:

- A. Experience (15%)
- B. Types of services provided (10%)
- C. Banking network connections (10%)
- D. Number and types of cards accepted (10%)
- E. Monthly fee per transaction payable to City (30%)
- F. Service charges assessed to ATM users (25%)

Based on the above review criteria format, it should be clear to the proponents that it is not the intent of the City to have the primary review criteria be simply the amount of revenue payable to the City. While this isn't the primary factor, it is also not the City's intent to downplay the importance of revenue. Given the relative equivalence of other items, the City would be interested in the amount of revenue to be gained from the operation.

Award of Lease and Concession

The City shall determine the top proposer and shall notify all proposers of the selection accordingly.

THE CITY OF PENSACOLA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS, TO WAIVE ANY MINOR PROPOSAL IRREGULARITIES, TECHNICALITIES, OR INFORMALITIES, AND TO READVERTISE FOR PROPOSALS WHEN DEEMED IN THE BEST INTEREST OF THE CITY.

The recommendation for the award of the Concession Agreement will be made by the Mayor to the City Council.

The proponent to whom the agreement is awarded shall, within thirty (30) days after notification of acceptance of its proposal, submit to the City an executed Agreement, included in the proposal package, or as it may have been amended prior to the opening of the proposals, plus required insurance certificates and performance bonds. No Agreement shall be deemed to be fully executed until same has been returned to the City for its signature and such signature has been affixed to the Agreement.

Proposal Format

Each proposer shall submit four (4) complete sets of its proposal plus one electronic set. Proposals shall be prepared according to the following format. If any question or item does not apply, so indicate.

Proposer

Provide the following information exactly as it is to appear on the Concession Agreement; if operating under a fictitious name, so indicate.

- A. Name of Firm
- B. Business Purpose of Proposer
- C. Principal Office Address
- D. Telephone Number
- E. Facsimile Number
- F. Identify which structure best describes your business entity
 - ☐ Individual (Sole Proprietor)
 - ☐ Limited Partnership
 - ☐ General Partnership
 - ☐ LLC
 - ☐ Corporation authorized to conduct business in Florida.

Experience of Proposer

Proponents should provide evidence that it has the necessary experience and capacity to fulfill the scope of the concession. Proponents should have at least three years of continuous experience within the last five years in the ownership, management and/or operation of a business that is similar to that which is contemplated by this RFP. Items to be considered will include the experience and qualifications of the proponent based on an assessment of its prior experience at other venues. This includes but is not limited to factors such as the comparative size and performance of the proponent's other locations.

- A. Provide a list of all ATM locations operated by your institution in Escambia and Santa Rosa Counties, Florida, as well as the overall number of ATMs operated system-wide. This information will allow the evaluators to determine experience in general and the local experience in providing similar services.
- B. Provide the number of transactions at each of your locally listed locations for the past two years. This information will allow the evaluators to review experience in operating ATMs performing the same volume of business as those located in the passenger terminal.
- C. Provide information on the Customer Service and Maintenance Support programs you have in place for your ATMs. The evaluators will be specifically interested in determining if your operation is monitored electronically whereby problems are automatically routed to a service center without need of airport administration or customer input. Also specify response procedures for maintenance issues and whether or not you post a customer assistance number.
- C. Specify whether you have ever been awarded a lease for an ATM operation and failed to execute an agreement with the awarding party. If yes, give details.

- D. Specify whether you or any entity affiliated with you have ever been awarded a lease for ATM operation at a remote location and failed to operate the ATM for the full term thereof. If yes, give details.

Services To Be Provided

This element of the proposal includes the variety of services capable of being provided from the proposed installation.

- A. The type of ATMs to be installed. Please provide a description and photographs or diagrams of the units proposed for this installation, including features and screen sizes. This information will be used by the evaluators to determine how the proposed equipment would fit in with the terminal environment.
- B. The types of services available to customers at your ATM. Minimum services required include withdrawals from checking and savings accounts, balance inquiries, fund transfers between accounts, and credit card cash advances. If proponent provides additional ATM focused services such as the ability to make loan payments, check re-orders, mini-statement, PIN changes, etc... please list those proposed for this installation.

Banking Network Connections

This element of the proposal includes the national and regional connections offered by the proponent. Please provide a list and description of all banking interchange systems connected to your ATMs. This information will allow the evaluators to better determine the overall accessibility of the system to the diverse clientele using the passenger terminal facility.

Number and Type of Cards Accepted

This element of the proposal includes the number of cards accepted by the proposed installation. Please provide a list of all cards that will be accepted by your ATMs. Minimum cards to be accepted are VISA, MasterCard, American Express, and AFFN. If proponent accepts additional cards please list those proposed for this installation.

As with Banking Network connections, this information will allow the evaluators to better determine the overall accessibility of the system to the airport patrons.

Charges and Fees

This element of the proposal includes the financial portion of the proposed operation. This information will allow the evaluators to determine not only the possible return to the airport but also the reasonableness of the operation to the airport patrons.

- A. Monthly Fee Per Transaction

In addition to the annual rent, concessionaire shall pay a monthly fee per transaction. The **minimum** fee per transaction shall be \$0.25. Transaction fees shall apply to all transactions involving surcharges and/or fees

charged to ATM customers for transactions conducted on ATMs located at the Airport pursuant to the Concession Agreement. The transaction fee is not applicable to rejected transactions or transactions where no surcharge and/or fee is charged to ATM customers for transactions conducted on ATMs located at the Airport pursuant to the Concession Agreement.

Please specify your proposed fee per transaction. Proposals in which the fee per transaction is not **at least** as stated above will be considered irregular.

If proposing a stepped fee, the stepped fee will be based on the following number of PER MACHINE monthly transactions:

0 – 999
1000 – 2999
3000 +

B. Customer Service Charge

Please specify the service charge to be assessed:

1. On an ATM user with a card from your financial institution.
2. On an ATM user with a card from a financial institution other than your own.

Additional Information

Please provide any additional information you wish to provide about your services and/or organization.

The City reserves the right to accept or reject any proposal.

Evaluation

The qualifications review process will be initiated through the Office of Purchasing. A review and selection committee (Committee) will be established. The Committee will review the qualifications and select a qualified firm or firms to represent the City as its agent(s) of record for insurance procurement and begin the negotiation process. The City reserves the right after reviewing written proposals to conduct interviews or to proceed with the evaluation process without conducting interviews. The purpose of interviews, if conducted, would be to allow proposers the opportunity to clarify and expand upon aspects of their proposal. Interviews also present an opportunity to evaluate key personnel and discuss/clarify written proposals. Proposer(s) -- either all or a short list -- may be subsequently re-interviewed for final evaluation.

Term of Agreement

The term of the agreement shall be for a five (5) year period.

SCHEDULE OF EVENTS

Date	Activity
January 16, 2024	Publish RFP
January 30, 2024, 10:00 a.m. Pensacola International Airport, Room 224 2430 Airport Boulevard, Pensacola, FL 32514	(Optional) Informational Conference
February 5, 2024, 10:00 a.m.	Questions due
February 15, 2024, 2:00 p.m.	Proposals due
February 22, 2024	Distribution of Materials for Review
February 29, 2024, 10:00 a.m. Pensacola International Airport, Room 224 2430 Airport Boulevard, Pensacola, FL 32514	Evaluation Committee Meeting Ranking / Shortlisting Proposals
March 7, 2024, 9:00 a.m. City Hall 1st floor conference room 222 West Main Street, Pensacola, FL 32502	Evaluation Committee Meeting Oral Presentations (if requested) Recommendation of Contract Award

All times are local time.

RFP No. 24-013

**AUTOMATIC TELLER MACHINE PLACEMENT AND OPERATION
AT PENSACOLA INTERNATIONAL AIRPORT**

Signature Sheet

The undersigned, as bidder, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the bid specifications.**

Legal Name of Firm: _____

Signature: _____

Name (type/print): _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax No.: _____ Date: _____

Email Address: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: _____

Date: _____

Authorized

Signature: _____ Printed Name: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

If not, mark “N/A.”

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

Respondent's Name:	Respondent's Principal Place of Business

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business _____

Address _____

Owner(s)'s Name(s) _____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BIDDERS LIST FORM

The Pensacola International Airport (PNS) is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs, and will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific project. Please provide the following mandatory data:

Part A: Business Data

Business Name: _____

Business Address: _____
Street City State Zip

County Business is located in: _____

Name of Contact Person: _____

Phone: () _____ Fax: () _____

Email Address: _____

Is this business certified as a Disadvantaged Business Enterprise? Yes No

Business Annual Gross Receipts: Less than \$500,000 \$500,000 to \$1,000,000
\$1,000,000 to \$2,000,000 \$2,000,000 to \$5,000,000 Over \$5,000,000

Age of Business: _____ Years _____ Months

Part B: Project and Work Description

RFP #: _____

Project Name: _____

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

Will you subcontract any of your work? Yes* No

(* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

Part C: Signature

The undersigned declares that the information set forth on this page is current, complete and accurate.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL NO. 24-013
AUTOMATIC TELLER MACHINE PLACEMENT AND OPERATION
AT PENSACOLA INTERNATIONAL AIRPORT
EVALUATION SHEET

Name of Firm(s): _____

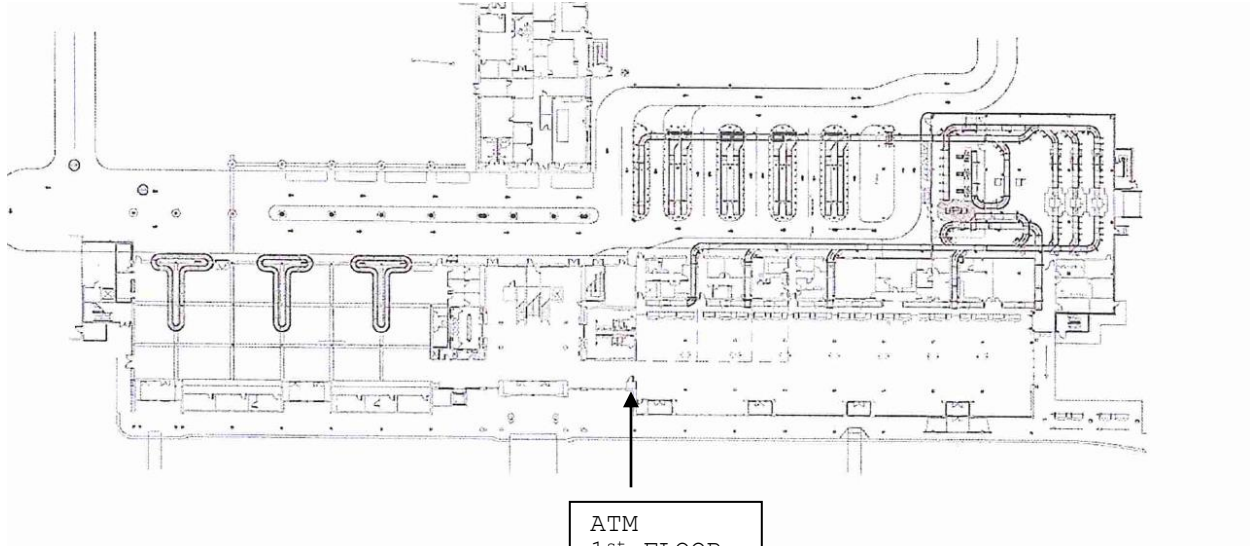
Reviewer: _____

		Possible Points	Points Given
1.	Experience	15	_____
2.	Types of services provided	10	_____
3.	Banking network connections	10	_____
4.	Number and types of cards accepted	10	_____
5.	Monthly fee per transaction payable to City	30	_____
6.	Service charges assessed to ATM users	25	_____
7.	Certified as or partnered with City-certified MBE/SBE/WBE	3	_____
8.	Certified as or partnered with City-certified VBE	2	_____
TOTAL POINTS		105	_____

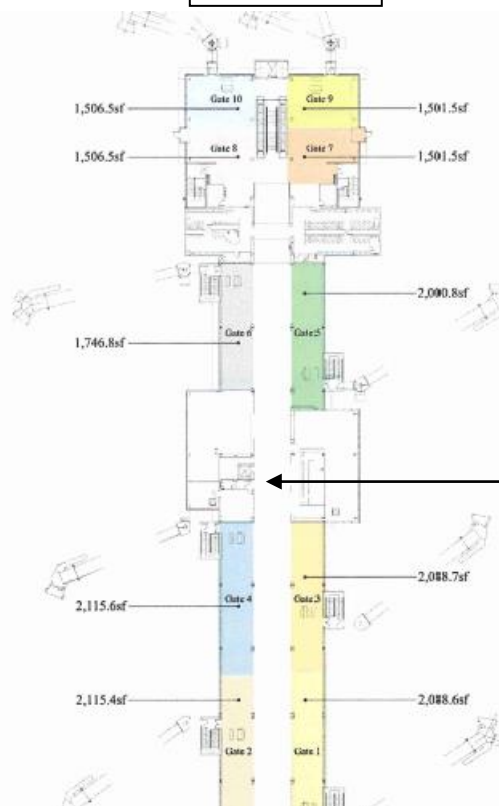
Notes:

REQUEST FOR PROPOSALS
Automatic Teller Machine Placement and Operation
Pensacola International Airport
City of Pensacola

ATTACHMENT A



ATM
1st FLOOR



ATM
2ND FLOOR

REQUEST FOR PROPOSALS
Automatic Teller Machine Placement and Operation
Pensacola International Airport
City of Pensacola

ATTACHMENT B
Sample Contract – Do Not Submit with Proposal

**CONTRACT BETWEEN CITY OF PENSACOLA AND
[xxxCONTRACTORxxx]
BASED UPON REQUEST FOR PROPOSALS #_____**

THIS CONTRACT ("Contract") is made this ____ day of _____, 20__, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and _____, ("Contractor"), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Request for Proposals #_____, on _____, 20__ ("RFP"), for _____, as modified by any addendum to the RFP ("Addenda"), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "RFP Documents"); and

WHEREAS, in response to the RFP Documents, the Contractor submitted to the City a proposal dated _____, 20__, attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform as described in the RFP Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions

supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.

The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of _____ (\$_____) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? ☐ Yes ☐ No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.

No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly

agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D. C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):

- ☐ Lump Sum/Flat Fee
☐ Hourly Rate(s)
☐ Other: _____

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):

- ☐ Lump Sum/Flat Fee: _____
☐ Hourly Rate(s) are: _____
☐ Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):

- ☐ One-time, lump sum at the end of the work/project
☐ After submission of monthly or periodic invoices
☐ Other: _____

EXHIBIT A

RFP DOCUMENTS ON FILE IN _____

DRAFT

EXHIBIT B

PROPOSAL

The pages following Exhibit B are the documents comprising the Proposal dated, _____, which Contractor submitted in response to the Bid Documents, are hereby incorporated by reference into this Contract. The Proposal includes all attachments and addenda submitted by Contractor in response to the Bid Documents, which are also hereby incorporated into this Contract by reference.

DRAFT