

Newport News/Williamsburg International Airport (PHF)



REQUEST FOR PROPOSALS

ATM SERVICES RFP 20003

**Release Date: October 10, 2019
Response Deadline: November 1, 2019**

**900 Bland Boulevard, Ste. G
Newport News, VA 23602**

TABLE OF CONTENTS

Section 1 – General Information.....4
Overview of the Organization
Peninsula Airport Commission
The Newport News/Williamsburg International Airport
Commission’s Purpose, Intent and Rights
RFP Issuing Office
Timeline
Clarification of RFP and Questions
Amendment or Termination of RFP
Eligibility
Oral Presentation
Investigations
Notification of Respondent Selection
Tax Exempt Status
Small, Women-Owned and Service-Disabled Veteran-Owned Business
Prime Responsibilities
Property Rights
Contract Payment
News Release
Anti-Collusion
Incurring Costs
Material Submitted
Hold Harmless/Indemnification

Section 2 – Submission Requirements.....10
Acceptance Period and Location
Required Copies
Economy of Preparation
Submission Due Date

Section 3 – Proposal Requirements.....11
Transmittal Letter
Table of Contents
Company Information
Experience and Qualification
Client References
Qualifications
Work Coordination
Plan of Operation
Cost Proposal
Small, Women-Owned and Service-Disabled Veteran-Owned Business
Insurance Certificates
Exceptions to General Information for the Respondent
Acknowledgment of Addenda
Request for Proposal Cover Page
State Corporation Commission Form
Certificate Regarding Lobbying Pursuant to 49 CFR Part 20
Certificate Regarding Debarment and Procurement Policy
Non-Collusion Certificate
Statement of Qualifications Acknowledgement
Proposal Certification

Section 4 – Minimum Qualifications, Rights and Evaluation.....14
Minimum Qualification Requirements
Reservation of Rights
Evaluation Criteria
Contract Negotiation
Award
Acceptance of Proposal Content

Section 5 – Scope of Services17
Background
Detailed Scope of Services
Work Plan

Attachments

A*General Terms and Conditions and Instructions to Bidders*
B*Insurance Requirements*
C*Required Forms*

SECTION 1 – GENERAL INFORMATION

1.1 Overview of the Organization

1.1.1 Peninsula Airport Commission

The Peninsula Airport Commission owns and operates the Newport News/Williamsburg International Airport. The Commission was created by an act of the General Assembly of Virginia on February 18, 1946.

The purpose of the Commission is to develop, operate, and maintain the Airport and incidental property for the increase of commerce and other benefits to the citizens of the Commonwealth of Virginia. The Commission has the power to make and execute contracts and other instruments necessary for the management or operation of all or any part of its facilities. The Commission provides the overall direction and guidance for the Airport. Actual day-to-day operation of the Airport's functions is carried out by an Executive Director and other professional staff.

1.1.2 The Newport News/Williamsburg International Airport

The Newport News/Williamsburg International Airport is owned and operated by the Peninsula Airport Commission. The current Commission is made up of six (6) members; four (4) appointed by the City of Newport News and two (2) appointed by the City of Hampton.

The Newport News/Williamsburg International Airport is a public-use airport created to finance, construct, develop, operate and maintain aviation and other related facilities and services. The Commission's primary operating responsibility is to promote and maintain safe, secure, efficient and economical air transportation within the city for the benefit of the community, the surrounding region, and the air transportation industry.

In 2018 enplanements were 201,642 and deplanements were 201,933 serving a total of 403,575 passengers.

Passengers are a mix of business, leisure and military/government travelers. Business and government located on the Peninsula include, among others, Ferguson, Canon Virginia, Jefferson Lab, Continental, Huntington Ingalls, Smithfield Foods, NASA Langley, Joint Base Langley-Eustis, Yorktown Naval Weapons Station, and the United States Coast Guard. In addition, the Airport has nationally recognized universities in the region which include, but are not limited to, William and Mary, Hampton University, Christopher Newport University, Old Dominion University and Norfolk State University.

The Airport is centrally located and provides easy access via I-64 to Colonial Williamsburg, the Jamestown Settlement, the American Revolution Museum, Busch Gardens, Water Country USA, Virginia Beach, the Outer Banks, North Carolina and much more.

The Airport is currently served by two airlines: American Airlines and Delta Air Lines with non-stop service to Atlanta, Charlotte and Philadelphia. The Airport boasts a modern terminal with two concourses and the recent completion of a new consolidated security checkpoint. The new checkpoint ties Concourses A and B together and allows for greater operational efficiencies.

The lower level of Concourse A houses a state-of-the-art U.S. Customs Facility making PHF an official port of entry with the ability to process up to 250/passengers per hour. The Airport has two runways, with runway 7-25 being the longest at 8,003 feet by 150 feet. The runway is equipped with a CAT 1 ILS approach system and is capable of 3,300 nautical miles with a 757, 767, or a 787.

Five car rental companies have counters in the Terminal: Avis, Budget, Enterprise, Hertz, and National. In addition, the Airport recently constructed and opened its first ever, Airport owned and operated restaurant called *Take PHFlight*.

1.2 Commission’s Purpose, Intent and Rights

The Peninsula Airport Commission (“the Commission”) is seeking proposals from qualified firms or individual practitioners to provide ATM Services to the Commission at the Newport News/Williamsburg International Airport (“the Airport”). Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in this Request for Proposals (“RFP”).

The Commission’s intent is to enter into a contract with a qualified firm to provide ATM Services, subject to the approval of the Commission, for the services outlined in this RFP for to Airport locations for an initial period of two (2) years, with options exercisable by the Commission to renew for up to three (3) additional consecutive one-year terms. However, this intent does not commit the Commission to award a contract to any Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The Commission reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the Commission to do so; or (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the Commission to do so. The Commission maintains the option to expand these types of services to other Commission projects, departments, and divisions as needed.

In responding to this RFP Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the Commission with data comparable to that which was submitted by other Respondents and, thus, be assured of fair and objective treatment in the Commission review and evaluation process.

1.3 RFP Issuing Office

This RFP is issued for the Commission. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of issuance until the selection of the successful Respondent.

Viveca Munger
Director of Business Development and Corporate Analytics
Newport News/Williamsburg International Airport
900 Bland Blvd., Suite G
Newport News, VA 23602
Telephone: (757) 877-0221 ext. 394
Fax: (757) 877-6369
Email: VMunger@flyphf.com

1.4 Timeline

The schedule of events for this RFP is anticipated to proceed as follows:

Thursday, October 10, 2019	Issuance of Request for Proposals – published on the Airport’s website (www.flyphf.com/about-business) and on Virginia’s eProcurement Portal (www.eva.virginia.gov)
Friday, October 18, 2019 3:00 p.m. EDT	Closing Date for Respondent’s Questions
On or about Friday, October 25, 2019	Final Response to Respondent’s Questions
Friday, November 1, 2019 3:00 p.m. EDT	Proposal Submission Deadline
November, 2019	Proposal Evaluation Period and Respondent Interviews (if applicable)
November, 2019	Award of Contract

A Peninsula Airport Commission Board Meeting will be conducted to approve the contract on a date to be determined.

1.5 Clarification of RFP and Questions by Addendum

Any questions, requests for information or clarification regarding this RFP must be submitted **in writing (including email)** to the RFP Coordinator (designated in Section 1.3 of this Request for Proposals) citing the RFP page and section no later than 3:00 p.m. EDT on Friday, October 18, 2019. All questions received after the deadline may not be answered. Questions will not be accepted orally.

Any questions, requests for information or clarification that are timely and appropriately submitted will be answered and documented in writing as an Addendum to the RFP by posting on the Williamsburg/Newport News International Airport’s website (www.flyphf.com/about-phf/business) and on eVA, Virginia’s eProcurement Portal (www.eva.virginia.gov). No contact will be allowed between the Respondent and any other member of the Commission with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Respondent disqualification.

1.6 Amendment by Addendum and Termination of RFP

In the event it becomes necessary to revise any part of this RFP, an Addendum will be posted on the Airport’s website (www.flyphf.com/about-phf/business) and on Virginia’s eProcurement Portal (www.eva.virginia.gov). It is the Respondent’s responsibility to check for Addenda prior to the proposal due date and time to ensure that all Addenda are received.

The Commission reserves the right to cancel or postpone this Request for Proposals at any time without penalty.

1.7 Eligibility

In order to be considered for evaluation/selection a Respondent must:

1. Be properly licensed by the Commonwealth of Virginia, as needed; and
2. Have adequate financial resources or ability to obtain resources as required for the performance of this contract; and
3. Have the necessary management and technical capability to perform the work; and
4. Provide a statement of assurance that the Respondent is not currently in violation of any regulatory agency rule or, if in violation, can provide an explanation as to why the violations would not have material adverse impact on the Respondent's ability to perform under this contract; and
5. Provide a statement of assurance that there are no known conflicts of interest that would prohibit the firm from entering into a Contract with the Commission for the provision of services outlined in this RFP. In addition, the Respondent must provide a statement of commitment to disclose future actual or potential conflicts of interest, and how the Respondent would resolve any such conflict; and
6. Provide a statement of assurance that neither the Respondent nor any subcontractor or partner is currently debarred from providing to any local government or other public entity, division or agency of or within the Commonwealth of Virginia; and
7. Must be an established firm regularly engaged in the type of business necessary to fulfill the RFP requirements; and
8. Be qualified and eligible to receive an award under applicable federal, state and local laws and regulations; and
9. Identify any material litigation, administrative proceedings or investigations in which the Respondent is currently involved or which may be threatened. The Respondent must indicate the current status or disposition of such litigation, administrative proceedings or investigations.

1.8 Oral Presentation

Respondents who submit a proposal may also be required to make an oral presentation of their proposal to the Commission. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. The Commission is under no obligation to offer any Respondent the opportunity to make such a presentation.

1.9 Investigations

The Commission reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFP documents and the anticipated contract document. The Commission reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement.

1.10 Notification of Respondent Selection

All Respondents who submit proposals in response to this solicitation will be notified by the Commission of acceptance or rejection of their proposal.

1.11 Tax Exempt Status

The Commission is exempt from the payment of any federal excise or any Virginia sales tax. Tax exemption certificates for sales to the Commission will be furnished if requested by a Respondent.

1.12 Small, Women-Owned, Minority-Owned and Service-Disabled Veteran-Owned Business

The Commission's goal is to increase the number of small businesses, and businesses owned by women, minority individuals and service-disabled veterans in all possible areas of the airport's procurement. In furtherance of those efforts, Respondents should utilize best efforts in achieving the goals for small, women-owned, minority and service-disabled veteran-owned business participation.

1.13 Prime Responsibilities

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved due to non-performance of any of its subcontractors. Further, the Commission shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters including payment of any and all charges resulting from the contract.

1.14 Property Rights

INTENTIONALLY OMITTED.

1.15 Contract Payment

Actual terms of payment will be the result of agreements reached between the Commission and the Respondent selected.

1.16 News Release

News releases pertaining to this solicitation or the services to which it relates will not be made without prior approval by the Commission.

1.17 Anti-Collusion

All Respondents who submit proposals in response to this solicitation will certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Respondent understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

1.18 Incurring Costs

The Commission is not liable for any costs incurred by Respondent prior to issuance of a "work order" effective date of the contract.

1.19 Material Submitted

All rights, title and interest in the material submitted by the Respondent as part of a proposal shall vest in the Commission upon submission of the Respondent's proposal to the Airport without any obligation or liability by the Commission to the Respondent. The Commission has the right to use any or all ideas presented by a Respondent.

Trade secrets or proprietary information submitted by Respondent in connection with procurement transactions shall not be subject to public disclosure only if permitted under the Virginia Freedom of Information Act. If applicable, Respondent must invoke the protections of this law prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Price quotations in proposals submitted to the Commission are not “proprietary” or “confidential”. They are considered public information.

The trade secret or proprietary material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices and /or total proposed prices as trade secrets or proprietary is not acceptable and will result in rejection of the proposal.

1.20 Hold Harmless/Indemnification

The successful Respondent shall indemnify, defend and hold harmless the Newport News/Williamsburg International Airport and the Peninsula Airport Commission from and against all loss, damage, and expenses resulting from or arising in connection with all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Respondent. The Respondent agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, “Newport News/Williamsburg International Airport” and “The Peninsula Airport Commission” includes their employees, officials, agents and representatives. “Respondent” also includes subcontractors and suppliers to the Respondent. The word “defend” means to provide legal counsel for the Peninsula Airport Commission or to reimburse the Peninsula Airport Commission for its attorneys’ fees and costs related to the claim. This section shall survive the contract. The Peninsula Airport Commission is prohibited from indemnifying Contractor and/or other third parties.

SECTION 2 – SUBMISSION REQUIREMENTS

2.1 Acceptance Period and Location

To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received physically at the address below on or before 3:00 PM EDT, on Friday, November 1, 2019, (emailed or faxed proposals are not acceptable).

Viveca Munger
Director of Business Development and Corporate Analytics
Newport News/Williamsburg International Airport
900 Bland Blvd., Suite G
Newport News, VA 23602

There will be no public opening of the proposals.

2.2 Required Copies

Respondents must submit one (1) signed original Proposal and three (3) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as “Proposal for ATM Services.”** The Respondent must also include a copy of its full proposal on a CD or USB Flash Drive. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign proposals.

2.3 Economy of Preparation

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

2.4 Submission Due Date

To be considered, sealed proposals must be received physically at the location specified in Section 2.1 on or before 3:00 PM EDT, on Friday, November 1, 2019. *Requests for extension of the submission date will not be granted.* Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

SECTION 3 – PROPOSAL REQUIREMENTS

This section outlines the information that must be included in your response. Please respond with your information in the same order as the items in the section. *Information considered a valid “trade secret” or “proprietary information” must be stamped so on each page – see also Section 1.19.*

3.1 Transmittal Letter

Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the contact person.

3.2 Table of Contents

Each response should include a Table of Contents at the beginning which clearly outlines the contents of the proposal.

3.3 Company Information

Provide information related to yourself or your company and any company you are proposing to use as sub-contractors. Specifically include the following information:

1. Year the company was organized.
2. Identification of company ownership.
3. Financial Information:
 - (a) Publicly owned or Not for Profit Organizations: Financial history of the company covering the last three years. Submit a Consolidated Balance Sheet for the most recent year prepared by an independent certified public accountant in accordance with generally accepted accounting principles. The Commission reserves the right to request additional financial information during the proposal review process.
 - (b) Privately Held Companies: Total gross revenues of the company for each of the last three years. The Commission reserves the right to request additional financial information during the proposal review process.
4. Functions and location of your nearest regional office to the Commission. Identify the location of your company’s headquarters.
5. Anticipated growth of your organization including expansion of the client base and acquisitions.
6. Any conflicts of interest that may affect the Commission’s potential selection of, or entering into an agreement with, your organization, e.g., your organization is bidding on or currently holds an agreement with another airport in close proximity, a relative of any employee of the Respondent works for the Commission, etc.
7. Any disputes or litigation as a result of services provided for the Commission, either through a direct contract with the Commission or as a subcontractor to another entity contracting with the Commission.

3.4 Experience and Qualifications

Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to the general scope of services outlined in Section 5.

3.4.1 Client References

Provide at least three (3) references for similar services rendered. Include scope, client longevity and specific service descriptions. Provide the name and phone number of the responsible owner's representative you worked with.

3.4.2 Qualifications

Provide information that clearly demonstrates your organization is qualified and competent to provide the requested services:

1. Identify key personnel, including experience history, who will be assigned to work on the project/provide services, to include a biographical profile summarizing the background, education, experience with the firm, and professional credentials of personnel to be assigned to the account.
2. Define the professional staff that will actually perform services for the Commission and will serve as the Commission's contact person with your firm.
3. By name and job title, provide the home office location of these individuals to be assigned to this project. It should be noted that all personnel assigned to work on this project must be U.S. citizens.
4. Organization Size and Structure: Provide the number of full-time employees in the firm, including a break down by classification (i.e. economists, managerial, data processing, clerical, etc.).
5. Identify all subcontractors/sub-consultants who will work on the project/provide service and define their role.
6. List any licenses, certifications or education required to perform these services.
7. Describe in detail your company's willingness and ability to operate and maintain ATM Services at the Airport.
8. Describe the ATM equipment you propose to place at the Airport including manufacturer's name and model number (attach brochures as appropriate). Describe services available from and functions of the ATM machines and their compliance with ADA requirements.
9. Regarding ATM services, describe applicable user fees, if any. Break down fees for bank customers and non-customers if the user fees are not the same for both groups. Identify currency denomination capabilities. The proposal should also list and describe any other functions available with the equipment and all applicable user fees, if any.
10. Describe your preventative maintenance program for ATM equipment.
11. Lead time after contract award to install ATMs at the Airport.
12. Describe the physical security devices that will be used to protect the ATMs at the Airport. Contractor shall specify protective measures to prevent the use of electronic devices from capturing the PIN numbers of users or in general breach the security of the ATM.
13. Describe your internal accounting program for the following:
 - a. Method of recording, checking and reporting transactions.
 - b. Internal audit system for ATM services.
 - c. Regular accounting and inventory control forms used with detailed explanations of each and their significance.
14. Describe your network affiliations.
15. Provide information about your current information security posture including but not limited to:
 - a. Is your information security program handled in house or outsourced? If outsourced, who is the provider?
 - b. How do you safeguard client information at your firm?

- c. Do you store client information in the cloud? If so, how do you protect it?
- d. Describe your strategy with regards to managing client information. Please specify any standards or frameworks that you follow.
- e. Do you have a current and enforced information security management policy?
- f. List the type of documented information security policies that you have in place.
- g. Do you utilize an independent third party to conduct annual information security penetration tests of your IT system?
- h. Have you experienced any information security breaches, ransomware, phishing, or malware incidents? If so, how many, and what was done to remediate the incident and prevent it from happening again.

3.5 Work Coordination

Discuss how the firm will approach to planning, organizing, scheduling, managing and supervising daily work activities. Include strategies for maximizing the effectiveness and efficiency of the following:

1. Communications
2. Problem-identification and problem-solving
3. Services Required
4. Reporting
5. Schedule control
6. Data quality Control

3.6 Plan of Operation

A description of your proposed plan of operation

3.7 Cost Proposal

Provide a detailed financial proposal. Provide a breakout of the base fees and transactional commissions proposed.

The Commission is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be inclusive of taxes payable by Respondent. Tax exemption certificates for sales to the Commission will be furnished if requested by a Respondent.

3.8 Small, Women-Owned, Minority-Owned and Service-Disabled Veteran-Owned Business

If applicable, Respondents shall detail their plan to utilize small businesses, and businesses owned by women, minority individuals and service-disabled veterans.

3.9 Insurance Certificates

Each successful Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Attachment B of this RFP.

3.10 Exceptions to General Information for the Respondent

For all exceptions to Section 3, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Respondent", the section number of any requirement to which an exception is being taken and an explanation of their position.

3.11 Acknowledgment of Addenda

A signed copy of all Addenda.

3.12 Request for Proposals Cover Page

A completed Request for Proposals Cover Page in the form attached hereto.

3.13 State Corporation Commission Form

An executed State Corporation Commission Form in the form attached hereto.

3.14 Certificate Regarding Lobbying Pursuant to 49 CFR Part 20

An executed Certificate Regarding Lobbying Pursuant to 49 CRF Part 20 in the form attached hereto.

3.15 Certifications Regarding Debarment and Procurement Policy

Executed Certifications Regarding Debarment and Procurement Policy in the form attached hereto.

3.16 Non-Collusion Certificate

An executed Non-Collusion Certification in the form attached hereto.

3.17 Statement of Qualifications Acknowledgement

An executed State of Qualifications Acknowledgement in the form attached hereto.

3.18 Proposal Certification

The Respondent must certify the accuracy of the information provided in the proposal and that all material, supervision, and personnel will be provided as proposed, at no additional cost above the negotiated price. Any costs not identified and subsequently incurred by the Commission must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

SECTION 4 – MINIMUM QUALIFICATIONS, RIGHTS AND EVALUATION

4.1 Minimum Qualifications

In order to be considered for evaluation/selection, a Respondent **must** meet the minimum qualifications set forth below. **Inability to meet the minimum qualifications set forth in this RFP will result in the rejection of a proposal as non-responsive.**

Minimum Qualification Requirements

1. Be an experienced firm that can demonstrate extensive experience, no less than five (5) years, in providing ATM Services.
2. Be in compliance with all pertinent federal, state, and local laws and regulations, statutes, ordinances and policies.
3. Have adequate geographic proximity to the Airport.
4. Maintain adequate liability insurance coverage in an amount agreeable to the Commission that will cover losses or reputation risk to the Commission associated with electronic banking transactions, fraud and theft by employees of the institution, identity theft and violations of privacy.
5. Have the ability to maintain adequate files and records of completed services and meet statistical reporting requirements.
6. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

4.2 Reservation of Rights

The Commission reserves the right to:

- A. Award a contract by individual items, in the aggregate, or in combination thereof.
- B. Reject any or all proposals whenever such rejection is in the best interest of the Commission.
- C. Waive any informality in proposals received whenever such waiver is in the best interest of the Commission.
- D. Award contracts to more than one Respondent.

The Commission is not committed, by virtue of this solicitation, to award a contract, or to procure or contract for services.

If a Respondent is selected for contractual negotiations, the selected Respondent may be required to prepare and submit additional information prior to final contract execution.

4.3 Evaluation Criteria

The Commission will initially review the proposals for responsiveness and responsibility. Those proposals meeting the responsiveness and responsibility requirements will be evaluated according to the following criteria:

- Ability to provide ATM operations as represented by Respondent's demonstrated ability and past experience to perform the specific service, equipment utilization and maintenance, security posture and internal accounting procedures. (20 points)

- Capability and Skill – qualifications, experience and availability of the individuals to be assigned to the project, and professional competence to provide the required services. (20 points)
- Approach and Work Plan – project plan. (15 points)
- References – information provided by client references. (15 points)
- Proposed Financial Agreement. (20 points)
- Customer fee schedule.(10)

The selected Respondent will be required to provide the Commission with a *Word* version of its final qualifications.

4.4 Contract Negotiations

Based on the evaluation criteria in Section 4.3, the Commission will select two or more Respondents deemed to be fully qualified and best suited among those submitting proposals, including price. Negotiations shall then be conducted with each of the Respondents so selected. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Respondent so selected, the Commission shall select the Respondent which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Respondent.

Only submittals that are seen as responsive, from the Respondents deemed responsible will be evaluated against the criteria and be eligible for award.

4.5 Award

Award shall be made to the responsible Respondent whose proposal is determined in writing to be the most advantageous to the Commission, taking into consideration evaluation criteria set forth in Section 4.3 and price. Awards may be made to more than one Respondent.

Once the selection has been made as to which Respondent(s) will be awarded the contract, the RFP Coordinator will post a Notice of Award on the Airport’s website (www.flyphf.com/about-phf/business) and on Virginia’s eProcurement Portal (www.eva.virginia.gov).

4.6 Acceptance of Proposal Content

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the proposed award. The awarded respondent will be required to provide the Commission with a *Word* version of its final proposal.

SECTION 5 - SCOPE OF SERVICES

5.1 Background

The Commission is seeking proposals for ATM Services for two Airport locations for an initial period of two (2) years, with options exercisable by the Commission to renew for up to three (3) additional consecutive one-year terms. Proposals are sought from firms or individual practitioners.

5.2 Detailed Scope of Services

The selected Respondent may provide the following services and functions on a non-exclusive basis over the term of the resulting contract at the discretion of the Commission.

The ATM provider shall place two (2) ATMs at the Airport, replacing the two existing ATMs in the present locations.

The ATM program shall adhere to the following arrangements:

1. The ATM units shall be at no cost to the Airport.
2. On-site service, support and repair of the ATMs are also to be at no cost to the Airport. Twenty-four (24) hour response time to repairs or service issues shall be expected.
3. The awarded Contractor shall be responsible for the cost to install and maintain all fixtures and equipment.
4. The awarded Contractor is responsible for arranging the regular delivery and pick up of cash through a bonded armored carrier.
5. The awarded Contractor is responsible for arranging the regular delivery and pick up of cash through and settlement amounts with appropriate commission payments.
6. Provided an aesthetically pleasing design for the ATM location.
7. Provided ATMs are capable of the following functions, with minimum requirements for both bank and non-bank customers as follows:
 - a. Cash withdrawals from checking.
 - b. Cash withdrawals from savings.
 - c. Withdrawals available, at a minimum, in \$10 and \$20 denominations.
8. User fees for subsection (g) should be competitively priced with those in the marketplace.
9. The Commission desires to provide ATM users with access to as large a number of systems as possible. Contractors should clearly state their affiliations with such networks as part of their proposals.
10. All equipment and signage must comply with the Americans with Disabilities Act.
11. Upon termination or expiration of this contract, the Contractor shall vacate the premises and deliver the premises to the Commission in the same condition that existed at the time the Contractor entered the premises, reasonable use and wear excepted. The Contractor shall have the right upon termination of this Contract, to remove such furnishings, equipment, and machinery placed in, or upon, or affixed to the premises by the Contractor within thirty (30) days of termination. If another Contractor is selected to provide continued services for a new contract period, both contractors will work jointly to provide minimum interruption of services.
12. The ATM shall be available to all eligible users.
13. Ownership of ATM equipment shall remain with the Contractor. The awarded Contractor shall be responsible for any expenses required for the repair of the ATM equipment.
14. The Contractor shall display operating instructions, to include where to report malfunctions, phone numbers, and other required information in an appropriate manner with prior agreement with Commission.

15. The Contractor shall institute, during the term of a subsequent contract, a program of preventative maintenance regular replacement of worn, damaged, or malfunctioning equipment. The awarded Contractor shall provide maintenance and repair service on a daily basis from 7:00 am – 7:00 pm. Emergency service at other times should occur within six (6) hours of notification to minimize equipment downtime.
16. The Contractor shall clean and service the ATM and related equipment and shall maintain an adequate level of supplies required for operation of the services.
17. The Contractor shall provide picture identification to each of its representatives who will be performing any type of service at the Airport in connection with the operation of the ATM.
18. The Commission shall not be deemed to have any responsibility to customers for transactional errors resulting from malfunctions.
19. The Commission shall not be held liable for any type of interruption of service due to acts of nature, war, work stoppages, lock-outs, or other activities beyond its control.
20. The Contractor shall not represent itself as an agent of the Commission or the Airport. The Contractor shall not subcontract its obligations under this agreement without receiving prior written consent and approval from the Commission.
21. All records pertaining to the operations of the ATMs shall be open for inspection and/or audit by the Commission at any reasonable time.
22. In consideration of providing ATM services, the Contractor shall pay the Commission a mutually agreed upon monthly fee. Additionally, the Contractor shall pay the Commission a commission based on the number of transactions per machine. The Commission will consider other proposals as part of the proposal submission. A transaction is defined as a single credit or debit of funds to a cardholder's account. The Contractor shall provide the Commission with a monthly statement showing the number of transactions, amount of currency dispensed for the month and year-to-date, commissions due per ATM machine(s), the dollar amount of the commission check and a copy of the monthly ATM counts report. In no event shall the Contractor be required to verify transactional counts by any method that might result in the disclosure of information which is confidential, proprietary, or is in conflict with any applicable law or banking regulation.

The Commission shall be responsible for providing heat, light and utilities as are reasonably required for the operation of the ATM machines. The Commission shall also be responsible for all repairs and maintenance for the building and physical structure at the locations in which the ATM machine(s) are located.

Awarded institution shall be responsible for supplying the necessary equipment for the operation of the ATMs upon commencement of this agreement.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the provisioning services. The scope may be enhanced by the Executive Director as the Commission deems necessary

5.3 Work Plan

INTENTIONALLY OMITTED.

ATTACHMENT A

PENINSULA AIRPORT COMMISSION

GENERAL TERMS & CONDITIONS

These GENERAL TERMS & CONDITIONS shall be binding on all Respondents and are incorporated by reference in all contracts resulting from any written Request for Quotes, Invitation to Bid, Request for Proposals or Request for Qualifications issued, collectively the (“Request”), to which they are attached. The Issuing Office is responsible for the purchasing activity of the Peninsula Airport Commission, and herein referred to collectively as the “Peninsula Airport Commission”. Respondents or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, specifications, and contract provisions before submitting bids/proposals: failure to do so will be at the Respondent’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation including the Peninsula Airport Commission Procurement Policy, proposals on all solicitations issued by the Issuing Office will bind Respondents to applicable conditions, requirements, and contract provisions herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY AND COOPERATIVE PURCHASING:** The Peninsula Airport Commission Executive Director has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by Peninsula Airport Commission. In the discharge of these responsibilities, the Executive Director may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Director, no other officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Peninsula Airport Commission for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Peninsula Airport Commission shall not be bound thereby
2. **COMPETITION INTENDED:** It is the Peninsula Airport Commission's intent that this solicitation permit competition. It shall be the Respondent's responsibility to advise the Issuing Office in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Issuing Office must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.
3. **CIVIL RIGHTS ACT OF 1964:** The Peninsula Airport Commission In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and any contract entered into pursuant to this advertisement. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Peninsula Airport Commission to practice nondiscrimination based on race, color, or national origin in the award or performance of this contract. The Peninsula Airport Commission encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
4. **NONDISCRIMINATION IN SOLICITATION:** The Peninsula Airport Commission does not discriminate in the solicitation, awarding or administration of contracts:
 - a. Because of race, religion, color, sex, national origin, age, or disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment.
 - b. Against faith-based organization on the basis of the organization's religious character of the Respondent.
 - c. Against a Respondent because the Respondent employs ex-offenders unless the Peninsula Airport Commission has a written determination that employing ex-offenders on the specific contract is not in its best interest, and shall state these restrictions in the solicitation.

CONDITIONS OF SUBMISSION

5. **CLARIFICATION OF TERMS:** If any Respondent has questions about the specifications or other solicitation documents, the prospective Respondent should contact the Issuing Office no later than the Closing Date for Respondent's Questions included in the solicitation. Any revisions to the solicitation will be made only by Addendum.
6. **USE OF PENINSULA AIRPORT COMMISSION'S FORM AND TERMS AND CONDITIONS:** Failure to submit a solicitation on the official Peninsula Airport Commission's form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the bid/proposal if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected. The Peninsula Airport Commission reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified. The Peninsula

Airport Commission shall not be responsible for any errors or omissions of the Respondent. The solicitation shall be signed by a representative authorized to legally bind the firm. By signing the solicitation, the Respondent agrees to the terms and conditions of the solicitation and certifies that they have inspected the job site(s) and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the Peninsula Airport Commission.

7. LATE PROPOSALS:

Any proposal received at the office designated in the solicitation after the exact time specified for receipt of the proposal is considered a late proposal.

The Peninsula Airport Commission is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Respondent to ensure their proposal reaches the Issuing Office by the designated date and hour.

- a. The official time used in the receipt of proposals is that time stamped by the automatic time stamp machine in the Issuing Office. Date/time stamps marked after the designated time of receipt will not be accepted or considered.
- b. Late proposals will be returned to the Respondent unopened.
- c. If the Peninsula Airport Commission closes its offices, regardless of the reason, scheduled receipt of proposals will be extended to the next business day, same time.
- d. Vendors may modify their proposals prior to the date and time specified as the Proposal Submission Deadline. Electronic transmittals (i.e. fax, email, etc.) of modifications of proposals shall not be accepted unless the solicitation allowed such submission.

8. WITHDRAWAL OF PROPOSALS:

A Respondent for a contract other than for public construction may request withdrawal of his or her proposal under the following circumstances:

- a. Proposals may be withdrawn on written request to the Issuing Office from the Respondent received prior to the exact time specified as the Proposal Submission Deadline in the solicitation.
- b. Requests for withdrawal of proposals after opening of such proposals but prior to award shall be transmitted to the Issuing Office, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Peninsula Airport Commission may exercise its right of collection
- c. Proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in a solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a Respondent as a result of the breach or nonperformance of such contract or purchase order.

No proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another proposal of the same Respondent or of another Respondent in which the ownership of the withdrawing Respondent is more than five percent. No Respondent who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted

9. ERRORS IN PROPOSALS: When an error is made in extending total prices, the unit bid price will govern. Erasures in proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of proposal otherwise, will not relieve the Respondent of his responsibilities to provide the good or service. Respondents are cautioned to recheck their proposals for possible errors. Errors discovered after public opening cannot be corrected and the Respondent will be required to perform if his or her proposal is accepted.

10. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal and requested copies should be returned in a separate envelope or package, sealed and identified on the outside of the envelope or package with the following information:

**ADDRESSED AS INDICATED IN SOLICITATION
IFB/RFP/RFQ NUMBER
TITLE
PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS**

Electronic transmittals (i.e. fax, email, etc.) will not be considered.

If a proposal is not addressed with the information as shown above, the Respondent takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

Failure to return required documents and information specified may result in a determination that the proposal is non-responsive.

11. ACCEPTANCE OF PROPOSALS: Unless otherwise specified, all formal proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance. At the end of the ninety (90) calendar days the bid/proposal may be withdrawn at the written request of the Respondent. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

Submission of a proposal by the Respondent is not to be construed as an award or an order to ship.

12. CONDITIONAL PROPOSALS: Conditional proposals are subject to rejection in whole or in part if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected.

13. OPENING: If a public opening of a Request for Proposals is held, only the names of the offerors will be read publicly.

14. RESPONDENT INTERESTED IN MORE THAN ONE PROPOSAL: If more than one proposal is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such proposals may be rejected. A party who has quoted prices on work, materials, or supplies to a proposal is not thereby disqualified from quoting prices to other Respondents or firms submitting a proposal directly for the work, materials or supplies.

15. TAX EXEMPTION: The Peninsula Airport Commission is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates for sales to the Peninsula Airport Commission will be furnished if requested by the Respondent.

16. DEBARMENT STATUS: By submitting their proposals, Respondent certify that they are not currently debarred or suspended by a local, state, or federal government entity from doing business with that entity, nor are they an agent of any person or entity that is currently so debarred or suspended. If a debarment or suspension exists, supporting information shall be provided with the response. Suspension or debarment may disqualify the Respondent from award of a contract.

17. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA: All Respondents organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Respondent that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the proposal a statement describing why the Respondent is not required to be authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority, or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The Peninsula Airport Commission may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

18. ETHICS IN PUBLIC CONTRACTING: The provisions contained in Sections 2.2-4367 through 2.2-4377, Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Peninsula Airport Commission. By submitting their proposals, all Respondents certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Respondent, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Respondent certifies that to the best of his knowledge, no employee of the Peninsula Airport Commission, nor any member thereof, nor any public agency or official impacted by the solicitation or resulting contract has any pecuniary interest in the business of the Respondent, and that no person associated with the Respondent has any interest that would conflict in any manner with the performance of the contract resulting from this solicitation.

19. PERFORMANCE BOND: When requested in the solicitation, the Peninsula Airport Commission shall require the successful Respondent to furnish a performance bond and labor and material payment bond with surety satisfactory to the Peninsula Airport Commission Attorney in the amount of the contract price at a time of or prior to execution of the contract.

20. NO CONTACT POLICY: No Respondent shall initiate or otherwise have contact related to the solicitation with any Peninsula Airport Commission employee and any other member of the Commission, other than the Issuing Office. Any contact initiated by a Respondent with any Peninsula Airport Commission representative, other than the Issuing Office, concerning this solicitation is prohibited and may cause the disqualification of the Respondent from this procurement process.

21. LICENSES, PERMITS, AND FEES: All bids submitted shall have included a list of any business and professional licenses, permits, or fees required by the Peninsula Airport Commission.

SPECIFICATIONS

AWARD

22. AWARD OR REJECTION OF PROPOSALS:

a. Award shall be made to the responsible Respondent whose proposal, in the opinion of the Peninsula Airport Commission, is determined in writing to be the most advantageous to the Peninsula Airport Commission, taking into consideration price and the evaluation factors set forth in this Request for Proposals.

- b. The Peninsula Airport Commission shall reject the proposal if the proposal is deemed to be a non-responsible or non-responsive bidder.
- c. The Peninsula Airport Commission reserves the right to (i) award a contract by individual items, in the aggregate, or in combination thereof, or (ii) to reject any or all proposals whenever such rejection is in the best interest of the Commission (ii) and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the Peninsula Airport Commission.
- d. Award may be made to as many Respondents as deemed necessary to fulfill the anticipated requirements of the Peninsula Airport Commission.
- e. Should the Peninsula Airport Commission determine in writing and in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

23. QUALIFICATIONS OF RESPONDENT: The Peninsula Airport Commission may make such reasonable investigations as deemed proper and necessary to determine the ability of the Respondent to perform the work/furnish the item(s) and the Respondent shall furnish the Peninsula Airport Commission all such information and data for this purpose as may be requested.

24. TIE BIDS: In the case of a tie bid, the Peninsula Airport Commission may give preference to goods, services and construction produced in Virginia or provided by persons, firms or corporations having principal places of business in Virginia pursuant to Code of Virginia §2.2-4324.

25. PROTEST OF AWARD: Any Respondent, who desires to protest the award or decision to award a contract shall submit the protest in writing to the Issuing Office no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Respondent depends in whole or in part upon the information contained in public records pertaining to the procurement transaction that are subject to inspection under Section 2.2-4342 of the Virginia Procurement Act, then the time within which the protest shall be submitted shall expire ten days after those records are available for inspection by such Respondent under Section 2.2-4342, or at such later time as provided in this section. No protest shall lie for a claim that the selected Respondent is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Issuing Office shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the Respondent appeals within ten days of receipt of the written decision by instituting legal action.

CONTRACT PROVISIONS

26. APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court or General District Court of the City of Newport News, Virginia. The parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them or their successors or assigns under or connected with this contract or any of its provisions.

27. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this contract, Contractor certifies that it does not and will not during the performance of this contract knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the federal Immigration Reform and Control Act of 1986 as amended.

28. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

- a. During the performance of this contract, the Contractor agrees as follows:

- i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor will not (i) discriminate against a faith-based organization on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except, in accord with Virginia Code 2.2-4343.1(F), that no funds shall be expended on contracts for sectarian worship, instruction, or proselytizing, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.
 - iii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
 - iv. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section.
- b. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

29. DRUG-FREE WORKPLACE:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor resulting from this solicitation, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substances or marijuana during the performance of the contract.

30. LAWS AND REGULATIONS: The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.

31. RIGHTS UNDER ANTITRUST LAWS: The Respondent assigns to the Peninsula Airport Commission any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the Peninsula Airport Commission.

32. ASSIGNMENT OF CONTRACT: Contractor shall not assign, sublet or transfer this contract nor delegate its duties under this contract without prior written consent of the Peninsula Airport Commission, whose consent may be withheld in the Peninsula Airport Commission's sole discretion. This section shall be construed to include any substantial change in ownership or control of the Contractor, including by way of illustration and without limitation, sale of all of the assets or sale of existing stock or securities and issuance of new stock of securities of Contractor. Subject the foregoing, this contract shall be binding on all inure to the benefit of the Peninsula Airport Commission and Contractor, their successors and assigns.

33. DEFAULT: In event of default by the Contractor, the Peninsula Airport Commission reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby.

34. BREACH OF TERMS: Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The Peninsula Airport Commission will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. The Peninsula Airport Commission reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Peninsula Airport Commission elects to terminate the contract. The Peninsula Airport Commission will identify a specific date by which the Contractor must correct the breach. The Peninsula Airport Commission may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Peninsula Airport Commission's notice.

The duties and obligations imposed by the contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

35. TERMINATION FOR CONVENIENCE: The Peninsula Airport Commission may, by written notice to the Contractor, terminate this contract for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by the Peninsula Airport Commission, the Contractor must immediately discontinue all services affected.

Upon termination of the contract, the Contractor must deliver to the Peninsula Airport Commission all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Contractor under this contract, whether complete or partially complete.

The Peninsula Airport Commission agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives their termination notice. Compensation will not include anticipated profit on non-performed services.

The Peninsula Airport Commission agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

36. TERMINATION FOR CAUSE: In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the Peninsula Airport Commission may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The Peninsula Airport may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the

date such notice is mailed to the Contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the Peninsula Airport Commission may immediately terminate the contract effective as of mailing or delivery of the default notice. If the Peninsula Airport Commission terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the Peninsula Airport Commission shall not constitute a waiver by the Peninsula Airport Commission of any other rights or remedies available to the Peninsula Airport Commission by law or contract.

In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the Peninsula Airport Commission of any other rights or remedies available to the Peninsula Airport Commission by law or contract.

37. TITLE TO WORK PRODUCT: Title to any and all reports or studies, presentations, correspondence, tracings, plans, specifications, maps and other tangible products prepared by Contractor in connection with Contractor's performance of the services, as well as any opinions, analysis, data, calculations, evaluations, estimates, forecasts, projections, assumptions, recommendations or information ("Work Product") shall become legally vested in the Peninsula Airport Commission upon the completion, or partial completion, of the work required under this contract. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to the Peninsula Airport Commission all exclusive, irrevocable, or other rights, copyrights, publications rights, distribution rights, rights of reproduction, and royalties. Electronic copies should be furnished to Peninsula Airport Commission. Peninsula Airport Commission reserves the right to reuse documents/data on other projects.

38. RIGHTS AND REMEDIES NOT WAIVED: In no event shall a payment by the Peninsula Airport Commission to the Contractor, or the waiver by the Peninsula Airport Commission of any provision under the contract including any obligation of the Contractor, constitute or be construed as a waiver by the Peninsula Airport Commission of any other provisions, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the Peninsula Airport Commission while any such breach or default exists shall not impair or prejudice any rights or remedies available to the Peninsula Airport Commission.

39. SEVERABILITY: If any provision of the contract resulting from this solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to person or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

40. INDEPENDENT CONTRACTOR: The Contractor any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the Peninsula Airport Commission.

41. CONFLICT: In the event of a conflict between the contract documents, including these terms and conditions and the terms of a purchase order or related document issued by the Peninsula Airport Commission, the contract documentation shall control.

42. NON-EXCLUSIVE CONTRACT: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. The contract shall not restrict the Peninsula Airport Commission from acquiring similar, equal or like goods and/or services from other sources.

43. RECORDS AND INSPECTION: The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records,

and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract and shall submit copies of such documentation when requested by the Peninsula Airport Commission. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Peninsula Airport Commission and its employees, agents or authorized representatives after giving at least three (3) days notice to the Contractor by the Peninsula Airport Commission. The Peninsula Airport Commission shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the Peninsula Airport Commission pursuant to this contract or any renewal or extension of this contract. The Peninsula Airport Commission's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.

- 44. GENERAL CIVIL RIGHTS PROVISION:** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the solicitations period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

45. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- a. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or

the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

46. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to

ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ATTACHMENT B

INSURANCE REQUIREMENTS

The successful Respondent shall procure and maintain at their own expense until final completion of the work covered by the Contract, Comprehensive General Liability Insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of Virginia, covering all operations under the Contract whether performed by the Respondent, or by their subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. The Respondent further agrees that all limits will be made available which are excess of the amounts below.

The successful Respondent shall furnish to the Commission a certificate or certificates of insurance in a form satisfactory proof of acceptable insurance coverage to the Airport's attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Commission. Such proof shall, unless otherwise required by the Commission, consist of certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. The Respondent shall notify the Commission immediately if the Respondent receives notification of non-renewal or cancellation. All certificates must comply with the provisions of Section 38.2-518 of the Code of Virginia, 1950, as amended. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

Coverage A: Statutory Limits for Virginia

Coverage B: Employer's Liability

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 per employee

A broad form of all endorsements should be attached.

B. GENERAL LIABILITY

Commercial General Liability including coverage for independent contractors on an occurrence basis as follows:

Combined Single Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations	\$1,000,000
Premises and Operations	\$1,000,000
Personal Injury	\$1,000,000

Owners' and Contractors' Protective Liability as follows:

Per Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000

The Peninsula Airport Commission shall be endorsed as an additional insured with respect to goods/services being procured, and the Additional Insured Endorsement page shall be included with the Certificate of Insurance.

D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Respondent with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate coverage.

E. COMMERCIAL AUTOMOBILE LIABILITY FOR OWNED, NON-OWNED, HIRED, LEASED AND RENTED VEHICLES

Combined Single Limits	\$1,000,000
Uninsured Motorist	\$1,000,000

The Respondent shall purchase and maintain during the life of the Contract such commercial automobile liability insurance including employer's non-ownership liability, hired car liability, leased car liability and rented car liability to protect him and any subcontractors performing work covered by the Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them. The Peninsula Airport Commission, its officers and employees shall be endorsed as 'additional insured' with the provision that this coverage "is primary to all other coverage the Peninsula Airport Commission may possess". The Certificate of Insurance evidencing the additional insured status must be presented to the Airport's attorney.

F. EXCESS LIABILITY

Respondents have the option of meeting the insurance requirements of A, B, C, D and E above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in A, B, C, D and E.

G. SELF INSURED RETENTIONS, DEDUCTIBLES AND AGGREGATE LIMITS

All self-insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by the Airport attorney.

H. "CLAIMS MADE" POLICIES

If the liability insurance purchased by the Respondent has been issued on a "claims made" basis, the Respondent must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same.

The Contractor must either:

- 1) Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment under the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Respondent's work under the contract, or
- 2) Purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

ATTACHMENT C

REQUIRED FORMS

THE FOLLOWING FORMS ARE REQUIRED SUBMISSION DOCUMENTS. FAILURE TO COMPLETE ANY OF THESE FORMS AND SUBMIT THEM WITH YOUR QUALIFICATIONS MAY RENDER THE APPLICANT NON-RESPONSIVE AND INELIGIBLE FOR SELECTION.

NEWPORT NEWS/WILLIAMSBURG INTERNATIONAL AIRPORT

900 Bland Blvd, Suite G
Newport News, VA 23602
Phone: (757) 877-0221
Fax: (757) 877-6369

REQUEST FOR PROPOSALS (RFP) COVER PAGE

ISSUE DATE: October 10, 2019	REQUEST FOR PROPOSALS NUMBER:	FOR: ATM Services
DEPARTMENT: Finance	DATE/TIME OF CLOSING: November 1, 2019 at 3:00 pm EDT	RFP COORDINATOR: Viveca Munger, Director of Business Development
DATE/TIME LAST DAY FOR QUESTIONS: October 18, 2019 at 3:00 pm EDT	DATE/TIME PRE-PROPOSAL MEETING: N/A	PRE-PROPOSAL MEETING MANDATORY: N/A

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the Peninsula Airport Commission the items or services offered and accompanying attachments shall constitute a contract.

Sealed proposals, subject to terms and conditions of this Request for Proposals will be received by the Newport News/Williamsburg International Airport, 900 Bland Blvd, Suite G, Newport News, VA until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

This public body does not discriminate against small and minority businesses or faith-based organizations.

VENDOR INFORMATION

Name of Vendor: _____ Telephone #: _____

Address: _____ Federal Employer Identification#: _____

_____ State Corporation Commission #: _____

Contact Name: _____ Contact Email Address: _____

By signing this proposal, Vendor(s) certifies, acknowledges, understands and agrees to be bound by the conditions set forth in this RFP.

VENDOR'S LEGALLY AUTHORIZED SIGNATURE

DATE

PRINT NAME

TITLE

Please take a moment to let us know how you found out about this Request for Qualifications (RFQ) – Check one:

- The Airport Website
- Bid Room (Please List) _____
- Notified by the Airport Directly
- Other (Please List) _____

****This document must be completed & returned with proposal submission.***

STATE CORPORATION COMMISSION (SCC) FORM

Virginia State Corporation Commission (“SCC”) Registration Information

The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number: _____.

- OR -

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust?

- OR -

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location)

- OR -

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.

****NOTE**** Check this box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Peninsula Airport Commission reserves the right to determine in its sole discretion whether to allow such waiver).

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission.***

PENINSULA AIRPORT COMMISSION

900 Bland Blvd, Suite G, Newport News, VA 23602

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART20

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor _____, certifies the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission.***

PENINSULA AIRPORT COMMISSION

900 Bland Blvd, Suite G, Newport News, VA 23602

Certification Regarding Debarment, Suspension and Responsibility

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission.***

PENINSULA AIRPORT COMMISSION

900 Bland Blvd, Suite G, Newport News, VA 23602

Non-Collusion Certificate

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Respondent understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission.***

PENINSULA AIRPORT COMMISSION

900 Bland Blvd, Suite G, Newport News, VA 23602

Verification of Minimum Qualifications

By submission of this proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief, they meet the following Minimum Qualification Requirements:

1. Be an experienced firm that can demonstrate extensive experience, no less than five (5) years, in providing ATM Services.
2. Be in compliance with all pertinent federal, state, and local laws and regulations, statutes, ordinances and policies.
3. Have adequate geographic proximity to the Airport.
4. Maintain adequate liability insurance coverage in an amount agreeable to the Commission that will cover losses or reputation risk to the Commission associated with electronic banking transactions, fraud and theft by employees of the institution, identity theft and violations of privacy.
5. Have the ability to maintain adequate files and records of completed services and meet statistical reporting requirements.
6. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

I hereby affirm under the penalties of perjury this ____ day of _____, 2019 that the foregoing statement is true.

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission***

PENINSULA AIRPORT COMMISSION

900 Bland Blvd, Suite G, Newport News, VA 23602

Acknowledgment of Authorized Officer

The submittal of this proposal is the duly authorized official act of the Applicant and the undersigned officer of the Applicant is duly authorized by resolution of Applicant to execute this Acknowledgment on the behalf of and as the official act of the Applicant, this ____ day of _____, 2019.

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission***