

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

RFP NO.: 24-029

**ADVERTISING AND PUBLIC RELATIONS SERVICES
FOR PENSACOLA INTERNATIONAL AIRPORT**

Sealed and complete hardcopy proposals **with original or electronic signature**, and **three (3) additional copies**, plus **one (1) complete and identical electronic copy (PDF)** on flash drive or CD, must be received no later than **May 13, 2024, 2:30 P.M.**, local time, at the following location:

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

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

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

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

Any questions concerning the proposal should be addressed and submitted in writing **no later than 10:00 A.M.**, local time, **May 3, 2024, to:**

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

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be

made at least 48 hours in advance of the event to allow the City time to provide the requested services.

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

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

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

SECURITY NOTICE

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

Late submittals will not be accepted.

GENERAL CONDITIONS

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

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe items or services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the proposal. The proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible proposer submitting the most responsive or best alternative proposal for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.
4. **Proposal (RFP) Bond:** None.
5. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.
6. **Exceptions to Specifications:** In order that equal consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor or City Council is the final authority in determining the acceptability of any exceptions to specifications.

7. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
8. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Proposals Page. Inquiries must refer to the proposed item(s) or service(s) and the date of the proposal submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
9. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
10. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded proposer shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).
11. **Mistakes:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the proposer's risk. Unit prices proposed will govern in award.
12. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.
13. **Permits and Taxes:** The proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Proposers who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a

“Use of Streets” permit for a fee not in excess of the license paid for by local licensees engaged in the same business.

- 14. Prohibited Conduct by Proposers:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
- 15. Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
- 16. Protests:** Protests of the plans, specifications, and other requirements of requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of proposal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.
- 17. Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).
- 18. Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.
- 19. Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor’s failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the

City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

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

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

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

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

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

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

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.
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Insurance and Indemnification

Before starting and until termination of work for, or on behalf of, the CITY, the CONSULTANT and any/all sub consultants shall procure and maintain insurance of the types and to the limits specified.

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

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the CITY for the CITY's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements, Consultant understands and agrees that increased limits and/or additional types of insurance may be required depending on the scope of service.

1. WORKERS' COMPENSATION

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

2. COMMERCIAL GENERAL, CYBER LIABILITY, PROFESSIONAL LIABILITY AND UMBRELLA LIABILITY COVERAGES

The CONSULTANT shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies filed by the Insurance Services Office. The CITY shall be an Additional Insured for Commercial General Liability, umbrella liability, and cyber liability and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The CITY shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits as outlined below must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability and independent contractors. The coverage shall be written on occurrence-type basis. Minimum limits of \$1,000,000 per occurrence and in the aggregate must be provided. The City of Pensacola must be listed as an additional insured.

Cyber Liability coverage must be provided to include third party claim coverage,

notification and credit monitoring, and coverage for penalties and fines with minimum limits of \$1,000,000.

Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided under, or associated with this contract. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate must be provided.

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

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that lists this Contract and provides that the CITY shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If required by the CITY, the CONSULTANT shall furnish copies of the CONSULTANT's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the CITY an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the CITY an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The CONSULTANT shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the CITY and shall file with the CITY Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the CITY, the CONSULTANT shall, upon instructions of the CITY, cease all operations under the Contract until directed by the CITY, in writing, to resume operations.

INSURANCE OF THE CONSULTANT PRIMARY

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

LOSS CONTROL AND SAFETY

The CONSULTANT shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the CONSULTANT shall not be deemed to be an agent of the CITY. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property from harm caused by negligent acts or omissions of the Consultant.

HOLD HARMLESS

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

PAY ON BEHALF OF THE CITY

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

M/WBE, SBE, VBE

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

- a business located in the Pensacola Regional Area (Escambia, Okaloosa, Santa Rosa, Walton Counties, and Mobile, AL.)
- which is at least 51 percent owned by one or more minority/woman individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership is by one or more minority/woman individuals who are U.S. citizens or legal resident aliens,
- and for which both management and daily business operations are controlled by one or more minority/woman individuals.
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Small Business Enterprise: The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in the 325 zip code area,
- which employs 50 or fewer permanent full-time employees,
- and which has a net worth of not more than \$1,000,000. As applicable to sole-proprietorships, the \$1,000,000 net worth shall include both personal and business investments.
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Veteran Business Enterprise: The Pensacola City Council has adopted a Veteran Business Enterprise Ordinance #09-15 providing a “preference” for veterans businesses that have been:

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

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

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

SCHEDULE OF EVENTS

Date	Activity
April 12, 2024	Post RFP
May 3, 2024, 10:00 a.m.	Questions due
May 13, 2024, 2:30 p.m.	Proposals due
May 21, 2024	Distribution of Materials for Review
May 30, 2024, 9:00 a.m. Pensacola International Airport Administration Office, 2430 Airport Blvd, Suite #225 Pensacola, FL 32504	Evaluation Committee Meeting Ranking / Shortlisting Proposals Public Meeting
June 10, 2024, 9:00 a.m. Pensacola International Airport Administration Office, 2430 Airport Blvd, Suite #225 Pensacola, FL 32504	Evaluation Committee Meeting Oral Presentations Recommendation of Contract Award

BACKGROUND AND PURPOSE

Pensacola International Airport is a small hub airport serving the City of Pensacola and surrounding communities. It is the largest airport between New Orleans, Louisiana and Jacksonville, Florida. The traffic consists primarily of originating and destination passengers utilizing approximately 73 daily flights offered by American, Delta, Frontier, Silver, Southwest, Spirit, and United. Pensacola International Airport is a department of the City of Pensacola and is classified as a “public enterprise” operation. An important underlying principle for the operation of the airport is that it conducts its operations on a sound business basis, and that it generates airline and non-airline revenue equal to support its operating and capital requirements. Therefore, the airport operates on a business model requiring communication with customers and the community, and marketing of its services.

Pensacola International Airport has used the services of a marketing/public information/public relations firm for many years. It is the airport’s opinion that the use of a professional, highly qualified firm is beneficial to the citizens of Pensacola as well as to the market productivity of the airport.

SCOPE OF SERVICES

The selected firm shall provide creative services for developing advertising campaigns to promote the airport and its services. It will be responsible for all phases of such campaigns including the production and placement of ads on radio, television, billboards, digital, social, and print media. The firm shall assist in the preparation and distribution of public information and educational materials, prepare annual public relations plans, and provide updates and changes to those materials throughout the year. It will provide advice regarding media relations and will proactively identify and develop marketing and educational ideas and opportunities for the airport.

Transition Plan:

The firm shall develop and provide a transition plan for all social media and trend analysis services currently provided to the airport, for all accounts, survey engines, ongoing print media purchases, and contracted media buys with current providers.

Firm Capabilities:

The firm shall have the capability to create and effectively use all forms of advertising and public information media including, but not limited to the creation and production of videos, social media, print material, and graphic displays. The firm shall have the ability to develop and produce television or radio shows for the promotion of the airport or have experience in contracting for such services.

The firm should be capable of assisting in all areas of customer relations and customer information by providing analysis, surveys, and visitor statistical data, conducting public information meetings, and as may be requested, conducting activities to assess customer

satisfaction, brand recognition, and brand marketing approaches. Continuity is important. Pensacola International Airport's brand and colors must be used consistently through all media and communications. Technical knowledge of the marketing/ public relations business is only part of the requirement to be an effective partner with the Airport. The firm must have experience working with transportation providers; experience with airports is preferred.

Examples of services expected to be included in the contract include, but are not limited, to the following:

- a. Review current advertising programs and campaigns for effectiveness with target market.
- b. Assist with identifying and assessing new target markets or changes to the existing target market.
- c. Provide creative services for developing new advertising campaigns to promote the airport and its services to selected target markets.
 - i. Develop advertising plans.
 - ii. Develop logos, drawings, messages, and other items customarily required for advertising campaigns.
 - iii. Create videos, DVDs, and graphic displays.
- d. Review and provide data-based recommendations for placement of advertising on the different forms of available media to include radio, television, billboards, print media, and web-based electronic media.
- e. Arrange for the placement of advertising on the selected media.
 - i. Order the space, time or other means to be used for the advertising, endeavoring to secure the most advantageous rates available.
 - ii. Properly incorporate the advertising in mechanical or other form and forward it to the media outlet with proper instructions for the fulfillment of the order.
 - iii. Check and verify insertions, displays, broadcasts, or other means used to ensure proper exhibition of advertising.
 - iv. Audit invoices from media outlets for accuracy.
- f. Conduct studies / surveys of passengers to determine effectiveness of Airport's advertising packages and marketing messages.

Changes in Service:

The Airport reserves the right to make changes to the requested services, including alterations, reductions, or additions thereto. Upon receipt by the firm of the Airport's notifications of a contemplated change, the firm shall (1) if requested by the Airport, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the Airport of any estimated change in the completion date of the requested service, and (3) advise the Airport in writing if the contemplated change shall affect the firm's ability to meet the completion dates or schedules that may have been previously established for the service.

If the Airport so instructs in writing, the firm shall suspend work on services affected by a

contemplated change pending the Airport's decision to proceed with the change.

Service Standard:

The firm understands that its services shall reflect upon the City of Pensacola and the Pensacola International Airport. Therefore, the firm shall at all times conduct its business activities in a reputable manner, and will maintain good, current working relationships with members of the media in all its forms.

Airport Self Performance:

The Airport retains the right to self-perform any of the listed services with Airport personnel. In the event that services are performed by Airport personnel, the Airport shall have no financial obligation to the firm unless and until the Airport requests the firm's services in relation to the same.

Staff Oversight:

Services of the firm shall be under the general direction of the Assistant Airport Director – Strategy & Development or designee, who shall act as the Airport's representative during the performance of the contract. Services shall only be performed when requested in writing by the Airport Director or the Assistant Airport Director – Strategy & Development, or designee.

Advertising Control:

The Airport shall retain control over all advertising copy, pictorial or otherwise, press releases, promotional material and other items developed for release under this contract. The firm shall not release the same without prior review and approval of the Airport.

Ownership of Material:

Once payment has been rendered by the Airport, ownership of all items, advertising plans, creative ideas, work, logos, drawings, websites, data, etc. developed by the firm shall vest with the Airport and may be reproduced or used at the discretion of the Airport in any form or fashion without the Airport incurring additional liability or owing additional compensation to the firm.

Provided compensation has not been rendered, incomplete advertising plans and ideas prepared by the firm, or advertisements not already published or broadcast, shall at the firm's discretion, remain the property of the firm, regardless of whether or not the physical embodiment of the creative work is in the Airport's possession in the form of copy, artwork, plats, recording, film or videotape or digital/electronic form.

Copyright Licensing Fees:

Copyright licensing fees are the responsibility of the firm. The firm warrants that all copyrighted materials, designs, music, songs, logos, art or the like which is used, have

been duly licensed or authorized by the copyright owners or their representatives. The firm shall keep on file records of such authorization for review by the Airport. The firm shall be responsible for assuring compliance with the Copyright Act, the Copyright Remedy Clarification Act, and any and all other Federal, State or Local law which regulates the use of copyrights, patents or trademarks.

The firm shall save and hold harmless the City, its elected officials, employees, volunteers, representatives, and agents free and harmless of any loss, liability, expense, suit, or claim for damages in connection with any actual or alleged infringement of any patent, trademark, or copyright, or from any claim of unfair competition or other similar claim, arising out of the firm's services under, or in connection with this Contract.

Non-Compete:

The firm understands and agrees that it shall be bound by a restrictive covenant for exclusivity of services and noncompetition, which shall forbid it from accepting similar airport marketing and advertising contracts as provided in this section. The firm also understands and agrees that this restrictive covenant is freely bargained for by it, and is based upon the legitimate business interests of the City and Pensacola International Airport in protecting the trade secrets, certain valuable business information, certain substantial business relationships with specific prospective or existing customers or clients, and customer and client goodwill associated with the City's and Pensacola International Airport's name, location, and marketing area, all of which the Consultant stipulates it shall acquire knowledge of in performing its duties under the Agreement.

During the Noncompetition and Exclusivity Period (as hereinafter defined), the firm shall not in any manner engage or participate in the business of providing advertising, public relations, marketing, research, promotion, consulting, or otherwise performing any other related such services for third party commercial airports or flight facilities regulated by the Federal Aviation Administration which serve the general passenger and freight flying public within a One Hundred Twenty Five (125) mile radius of Pensacola International Airport.

The firm shall be deemed to be in violation of this restrictive covenant whether it performs such services directly or indirectly through a business entity controlled, owned, or operated by it, whether for the firm's own account or for that of another person, firm, corporation, partnership or other business entity or whether as a stockholder, principal, partner, member, employee, agent, investor, proprietor, director, officer, employee, or consultant of such business entity or organization, or whether in any other capacity.

For the purposes of the Agreement, the Noncompetitive Period shall mean that time period from the effective date of the Agreement, which shall be the date it is executed by the last party, and the date of its termination.

Meetings:

The firm shall participate in Pensacola International Airport's Marketing meetings at a

minimum of one time per month to provide updates of current and future projects to the Marketing team, and one time per quarter to obtain information on air service initiatives. Travel expenses, if any, for these required meetings will not be reimbursed. Should the Airport Director request that the firm travel out of the local area to assist or participate in presentations or marketing/air service development initiatives, then the travel expenses must be preauthorized by the Airport Director.

Payments:

The firm will bill the Airport on a monthly basis by the 25th of each month and at the amounts set forth in the firm's schedule of costs for services rendered toward the completion of the Scope of Work.

Invoices shall clearly reference the project for which fees are being charged and must include a detailed itemization of all services billed. Itemization shall include at least:

1. Identification by name of specific individuals who performed work on the noted project
2. Detail of time spent by each individual and hourly rate under the contract
3. A summary description of the services provided by each individual
4. Identification of media advertising expenses billed
5. Identification of materials and services purchased, to include receipts

The firm understands and agrees that the failure to provide properly detailed itemization of all services billed may result in the rejection by the Airport of any such bill until said bill is properly corrected to the reasonable acceptance of the Airport.

TERM

The term of the contract shall be for a period of three years. Prices will remain firm for the three-year period of the contract.

PERSONNEL

The firm shall assign specific individuals to the Airport to ensure that said individuals who are knowledgeable about the facility, issues, and objectives. To this end, all personnel to be assigned to this project are subject to approval by Pensacola International Airport. Replacement personnel must have education and experience equivalent to the individuals replaced. Resumes of personnel to be assigned to this project, including replacement personnel, are to be submitted to Pensacola International Airport for review, and Pensacola International Airport reserves the right to interview replacement personnel prior to its approval.

PROPOSAL REQUIREMENTS

Submit one (1) original and three (3) copies, plus one (1) complete electronic PDF copy on flash drive, as part of the proposal package. The total number of pages may not exceed 40 single-sided pages, with paper size not to exceed 8½" x 11", except up to 5 pages may contain exhibits printed single-sided on 11" x 17" paper, provided the pages are z-folded

and bound within the proposal. A 1-page cover letter, tab dividers, and any City-required forms are not included in the page limit.

The proposal should be organized into the following sections. Proposers are free to allocate pages to each section as they wish, provided the package meets the page limit described above.

- 1) **Approach** (30 points) Describe the firm's marketing philosophy, including how your approach to identifying appropriate media and messaging. Describe how different approaches are vetted to determine the optimal path forward. Explain how you determine the effectiveness of campaigns.
- 2) **Experience** (25 points) Provide descriptions of current accounts and past accounts for which similar services are/were provided by the firm. Identify at least three noteworthy campaigns of similar scope. For each, provide total budget (either total contract value or total billings per year), length of contract, client contact name and email address, an explanation of why you consider it a comparable project, and lessons learned that may apply to the Airport's contract.
- 3) **Personnel** (20 points) Identify the personnel who would be assigned to this account. Include a description of each person's role and provide a resume showing their experience on similar projects. State the physical location of key staff, including the city and state of remote workers. Identify what services described in the Scope of Services you would propose to provide using contractors, vendors, or other services.
- 4) **Costs** (20 points) Provide a comprehensive schedule of all costs including hourly/unit billed services for production, planning, general services, creative services, public relations, marketing research, other types of research, clerical services, media relations, advertising placement, commissions, and markups for materials and supplies. All costs/rates provided must be fully loaded, to include compensation, overhead and profit.
- 5) **SBE/WBE/MBE/DBE/VBE Participation** (5 points) The firm will be awarded up to three points for Small Business Enterprise / Woman Business Enterprise / Minority Business Enterprise / Disadvantaged Business Enterprise participation, and up to two points for Veteran Business Enterprise participation. Full points will be given if the prime firm falls into a particular category (as described on the following page) and partial points will be given for arrangements with contractors or vendors who fall into a particular category. The firm must provide the names and addresses of the qualifying business enterprises, a description of the work that each firm will perform, and an estimate of the volume of work provided to that entity.
- 6) **Required Forms** (Pass/Fail) All forms required by this RFP must be included in Section 6.
 1. Signature Sheet
 2. 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

3. 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
4. Veteran Business Enterprise Statement
5. Minority/Women Business Enterprise Participation Form
6. Small Business Enterprise Participation Form
7. Drugfree Workplace Certificate
8. Bidders List Form
8. Acknowledgement of addenda (signed signature pages of addenda)

EVALUATION OF PROPOSALS

A Selection Committee will rank the submittals using the attached evaluation sheet for the written submittals. Based upon the written submittal ranking, the Airport reserves the right to award based upon the written proposals only, or to invite certain firms to be interviewed (oral presentations) by the Selection Committee. The Selection Committee will then make a recommendation to the Mayor, who will make the final determination regarding the selection of the successful firm.

PROPOSAL NO. 24-029

**ADVERTISING, PUBLIC INFORMATION, AND PUBLIC RELATIONS SERVICES
FOR PENSACOLA INTERNATIONAL AIRPORT**

Signature Sheet

The undersigned, as bidder, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties.

Legal Name of Firm: _____

Signature: _____

Name (type/print): _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax No.: _____ Date: _____

Email Address: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
 - B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
 - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: _____ Date: _____

Authorized

Signature: _____ Printed Name: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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

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

Company Name

Authorized Signature

Printed Name

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

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

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

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

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

If not, mark “N/A.”

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

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

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

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

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

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

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

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

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

SMALL BUSINESS ENTERPRISE STATEMENT

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

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

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

VENDOR QUESTIONNAIRE

Name of Business_____

Address_____

Owner(s)'s Name(s)_____

OR

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

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

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

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

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

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

Signature

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BIDDERS LIST FORM

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

Part A: Business Data

Business Name: _____

Business Address: _____

Street _____ City _____ State _____ Zip _____

County Business is located in: _____

Name of Contact Person: _____

Phone: _____ Fax: _____

Email Address: _____

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

Business Annual Gross Receipts:

Less than \$500,000 \$500,000 to \$1,000,000 \$1,000,000 to \$2,000,000
\$2,000,000 to \$5,000,000 Over \$5,000,000

Age of Business: _____ Years _____ Months

Part B: Project and Work Description

RFP # _____

Project Name: _____

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

Will you subcontract any of your work? Yes* No

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

Part C: Signature

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

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**EVALUATION SHEET
REQUEST FOR PROPOSALS
RFQ NO.: 24-029**

**ADVERTISING AND PUBLIC RELATIONS SERVICES
FOR PENSACOLA INTERNATIONAL AIRPORT**

(This sheet is provided for information only)

Name of Firm(s): _____

Reviewer: _____

	<u>Possible Points</u>	<u>Awarded Points</u>
1. Approach	30	_____
2. Experience:	25	_____
a) Current and Past Accounts		
b) Client Reference Check		
c) Applicability to Pensacola International Airport Scope		
d) Lessons Learned		
3. Personnel:	20	_____
a) Staff Qualifications		
b) Location(s)		
c) Other Project Team Members		
4. Costs:	20	_____
a) Billing Rates		
b) Markups		
5. SBE/WBE/MBE/DBE/VBE Participation:	5	_____
a) 3 points for SBE/WBE/MBE/DBE as Prime		
b) 2 points for VBE as Prime		
c) Partial points for Contractor/Vendor/Subconsultant		
TOTAL POINTS		_____

Sample Contract – Do Not Submit with Proposal

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

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

WITNESSETH:

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

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

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

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

WHEREAS, the Parties desire to enter into this Contract;

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

Section 1. Recitals.

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

Section 2. Contractor’s Obligations.

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

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

Section 3. Term of Contract.

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

Section 4. Payment.

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

Section 5. Bond.

Is a bond required? (___) Yes (___) No

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

Section 6. Performance Schedule.

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

Section 7. Necessary Approvals.

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

Section 8. No Waiver.

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

Section 9. Governing Law.

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

Section 10. Venue.

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

Section 11. No Discrimination.

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

Section 12. Assignment.

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

Section 13. No Other Agreements.

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

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

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

Section 15. Termination for Convenience.

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

Section 16. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance

pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.

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

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

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D. C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

Attachment "A"

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

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

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

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

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

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Attachment "B"
PAYMENT SCHEDULE

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

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

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

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

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

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

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

EXHIBIT A

RFP DOCUMENTS ON FILE IN _____

EXHIBIT B

PROPOSAL

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