



REQUEST FOR PROPOSALS NOTICE

The City of Pigeon Forge is requesting proposals from Pigeon Forge Banks to provide an ATM in the Mass Transit Building and two ATMs in the LeConte Center at Pigeon Forge.

Copies of the RFP may be picked up at the City of Pigeon Forge City Hall, 3221 Rena Street, Pigeon Forge, TN 37863 between the hours of 8:00 a.m. and 4:30 p.m. Monday thru Friday.

All proposals must be submitted in a sealed envelope clearly marked on the outside with the project name and due date.

Proposals will be received until 12:00 p.m., Wednesday, July 21st, 2021 at the City of Pigeon Forge City Hall, Attn: Dennis Clabo, Finance Director, P.O. Box 1350, Pigeon Forge, TN, 37868-1350.

The city reserves the right to reject any or all proposals or to accept proposals deemed most favorable by the city.

This 9th day of July, 2021.

INFORMATION FOR RESPONDERS

RECEIPT AND OPENING OF PROPOSALS

The City of Pigeon Forge, Tennessee (herein called the "Owner") invites Responses from Pigeon Forge Banks, for PROPOSALS, including the form(s) attached hereto, to provide an **ATM** in the **MASS TRANSIT BUILDING in PIGEON FORGE and two ATMs in the LeConte Center at Pigeon Forge.**

The Owner will **RECEIVE RESPONSES UNTIL 12p.m. Wednesday, July 21, 2021** at Pigeon Forge City Hall, 3221 Rena Street, Pigeon Forge, Tennessee, 37863.

The envelope containing the Original response and three (3) copies must be sealed, addressed to Dennis Clabo, Finance Director/City Recorder, City of Pigeon Forge, Tennessee, and must bear the following information:

1. Name of Responder
2. Responder's Address
3. Response Enclosed: RFP to provide an ATM at the Mass Transit Building and LeConte Center at Pigeon Forge
4. Attention: Dennis Clabo, Finance Director/City Recorder

ENCLOSE THE ORIGINAL AND THREE (3) COPIES

The Owner may consider informal any response not prepared and submitted in accordance with the provisions hereof, and may waive any informality or reject any and all responses. Any response received after the time and date specified may not be considered.

QUALIFICATIONS OF RESPONDERS

The Owner may make such investigations as he/she deems necessary to determine the ability of the Responder to supply the necessary services, and the Responder shall furnish to the Owner all such information and data for the purpose as the Owner may request. The Owner reserves the right to reject any response if the evidence submitted by, or investigation of, such responder fails to satisfy the Owner that such responder is properly qualified to carry out the obligation of the Contract by supplying the service contemplated therein. Conditional responses will not be accepted.

SCOPE OF SERVICE

Project: Place an ATM in the Mass Transit Building and two ATMs in the LeConte Center at Pigeon Forge

Requirements: Provide and maintain an ATM in the Mass Transit Building and the LeConte Center at Pigeon Forge.

Compensation: Provide the plan of compensation you will provide the Mass Transit Building and LeConte Center at Pigeon Forge via a per cent of the transaction fees and or rent.

OBLIGATION OF RESPONDERS

At the time of the opening of Responses, each Responder will be presumed to have read and to be thoroughly familiar with the Specifications. The failure or omission of any Responder to examine all the forms, instruments, and documents shall in no way relieve the Responder from any obligation in respect to his/her Response. The Responder must comply with the following:

All Responders must be licensed as required by the state of Tennessee and all local codes and ordinances as applicable to their appropriate discipline of work.

INSURANCE COVERAGE REQUIREMENTS

Commercial General Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its response whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

Professional Liability Coverage - All firms interested in the project shall submit proof of \$1,000,000 professional liability insurance coverage along with their qualification data.

Workers' Compensation and Employers' Liability Insurance - Workers' Compensation statutory limits as required by Tennessee law. This policy should include Employers' Liability coverage for \$1,000,000 per accident.

CONDITIONS FOR ALL COVERAGES

Additional Insured: The City of Pigeon Forge, its Mayor and Board of Commissioners, officers, employees, agents, representatives, boards, commissions, committees, and volunteers (hereinafter referred to as Owner) are to be covered as additional insured's respecting: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the Owner. The coverage shall contain no special limitations on the scope of protection afforded to the Owner.

Notice of Cancellation or Non-renewal: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Department Head granting this response and/or to the Owner.

Acceptability of Insurers: Insurance is to be placed with financially sound Tennessee admitted insurers and approved by Owner.

Certificates of Insurance: Contractor shall furnish the Owner with certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before work commences.

Defense, Indemnification and Hold Harmless Agreement: Contractor hereby agrees to indemnify, defend and hold harmless the Owner from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgments arising directly or indirectly from or in any

manner related to the work, project, event or other purposes in connection with the Contractor's performance or failure to perform under the terms of this contract, regardless of the active or passive nature of any negligence by the Owner, except as otherwise expressly stated herein. Contractor shall not be responsible when such liability arises from the sole negligence of the Owner. Contractor shall pay Owner for any costs incurred in enforcing this provision. Direct all insurance requirement questions to the Dennis Clabo, Finance Director/City Recorder at e-mail address: dclabo@cityofpigeonforgetn.gov

DISCLOSURE OF PROPOSAL CONTENT

The Public Record Law governs the City of Pigeon Forge, Tennessee. Only trade secrets will be exempt from disclosure. If a Responder submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled "trade secret". The City will maintain the confidentiality of such trade secrets to the extent provided by law.

Also, financial statements will be exempt from examination by anyone other than legally authorized City employees. The City will maintain the "The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

EXPENSES INCURRED

This invitation does not commit the City to award a contract. Nor shall the City be responsible for any cost or expense incurred by any respondent in preparing and submitting a reply, nor for any cost or expense incurred by any respondent prior to the execution of a contract agreement. The City reserves the right to require any or all respondents to appear for interviews and/or oral presentations at no cost to the City.

LOCAL RESPONDERS

The City Mayor and Board of Commissioners encourage participation of local Pigeon Forge Banks in the provision of goods and services. The City will endeavor to assist local responders and vendors to achieve this goal.

WAIVER

The City of Pigeon Forge reserves the right to reject any or all proposals, to waive informalities and to accept all or any part of any proposal as may be deemed to be in the best interest of the City.

Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bank will in no way be a cause for relief from responsibility.

CONTACT PERSON

Questions or requests for additional information shall be directed to Phil Campbell,

email address: pcampbell@cityofpigeonforgetn.gov or Lynn Wilhoite, email address: lwilhoite@cityofpigeonforgetn.gov

OTHER

Each Bank submitting a proposal assures the City of Pigeon Forge that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, in that the Bank does not, on the grounds of race, color, national origins, religion, sex, age, handicap, or marital status, discriminate in any form or manner against its employees. The Bank understands and agrees that this service is conditioned upon the veracity of this Statement of Assurance.

SUBMITTAL REQUIREMENTS

Firms interested in providing the required professional services shall submit one (1) original, marked "ORIGINAL" and three (3) copies, each marked "COPY" of the "Request for Proposal". Failure to provide the required copies and information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, and due date. Packages shall be received in the City of Pigeon Forge City Hall by the advertised deadline. Each respondent should ensure that they have received any/all addenda and amendments to this RFQ before submitting their proposal. Delivery of a package to any City location other than the City Hall does not constitute official receipt by the City. Any package delivered after the advertised deadline may not be considered.

Proposal may not be considered if you fail to provide the required copies and information. Tab 1

-Qualification Data

Provide a brief profile of the firm, including a brief history of the company, corporate structure, ownership interest, and the length of company's existence. Provide name, address, phone number and e-mail address of the person(s) who will be responsible for this project.

Tab 2-HOW THIS PROJECT WILL BE ACCOMPLISHED

Submit your plan of operation for the ATM, maintenance, and service.

Provide a schedule of fixed fees that you will offer the Center and/or per cent of service fees that will be paid to the facility.

Tab 3-SCOPE OF WORK

Refer to the Scope of work section. This section contains your proposal content!

Tab 4-Insurance, Financial Stability & Occupational License

Evidence of required insurance coverages: A properly completed Acord Form is preferable. The City of Pigeon Forge being named as additional insured on the Commercial General Liability shall be required prior to entering into a contract.

All Respondents shall certify and provide a statement that they are financially stable and

have the necessary resources, human and financial, to provide the services at the level required by the City of Pigeon Forge. All respondents shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The statement can be labeled Confidential. Attach a copy of firm's Occupational License.

Tab 5 - Conflict of Interest Disclosure Form (USE ATTACHED FORMS)

You shall properly complete, have notarized and attach with proposal, the attached notarized disclosure statement of potential conflict of interest you may have due to ownership, other clients, contracts or interests associated with this project. Complete the Officers & Significant Stakeholders form; submit in this section.

Tab 6 - References

Provide three (3) references with similar agreements.

Tab 7 - Other Information

Provide any information that provides insight for the evaluators regarding your qualifications, and abilities. This information should be succinct.

RESPONSE FORM

RFP to provide ATM in the Mass Transit Building and two ATMs in the LeConte Center at Pigeon Forge

Company: _____
Contact: _____
Address: _____

Phone: _____ Fax: _____
Federal Tax Identification Number: _____
Business License # _____ City: _____
Estimated Completion Date: _____

It is further understood and agreed by the undersigned in submitting this proposal that the Owner reserves the following rights and privileges:

- a. To accept or reject any or all proposals, and waive any of the informalities in the process.
- b. To reject all services which do not conform to or exceed this "Request for Proposals".

Responders shall not add any conditions or qualifying statements to this proposal, except as provided herein, as otherwise the proposal may be declared irregular as not being responsive to the Request for Proposals.

Bid Submitted by:

_____ Authorized Signature	_____ Name (Printed)
_____ Title	_____ Date