INVITATION TO BID

PCB26-18 ITB PARKS TURF CHEMICALS AND MAINTENANCE SERVICES

CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413

Date of Issue: October 29, 2025
Responses Due: November 19, 2025

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INVITATION TO BID

PCB26-18 ITB TURF CHEMICALS AND MAINTENANCE SERVICES

The City of Panama City Beach is requesting sealed Bids from vendors to provide **turf chemicals and maintenance services** for the Parks and Recreation department as described more specifically in the Scope of Work with this ITB. The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

A non-mandatory Pre-Bid meeting will be held **November 6, 2025, at 10:00AM CDT,** in the Panama City Beach Council Chambers, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413). Virtual attendance of this meeting is available for the event. Interested parties must contact the Purchasing Manager at least 24 hours in advance to request virtual meeting access.

All Bids must be received no later than **November 19, 2025, at 9:00 AM CDT** at which time all Bids will be publicly opened and read.

Bid Documents may be downloaded online at www.demandstar.com and on the City's website at https://www.pcbfl.gov/about-us/rfp-posts-list starting on **October 29, 2025**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and one copy along with a CD or flash drive may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB26-18 ITB TURF CHEMICALS AND MAINTENANCE SERVICES** on the package**.** Receipt of a Bid by any Panama City Beach Office, receptionist, or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

All paper Bids shall be sealed and delivered or mailed to:

City of Panama City Beach City Hall
ATTN: Purchasing Manager
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413

The City reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause and to waive technicalities, irregularities, or informalities. All bids shall be firm (including equipment and labor) and fixed for a period of 90 days after opening.

BIDDERS must submit all questions, if any, in writing at least seven (7) days prior to the BID date. If necessary, questions will be answered as ADDENDA and will be issued to the Contract Documents and posted on the City's website. It is the sole responsibility of the bidder to determine if any addenda have been issued. The due date for questions will be **12:00PM CDT on November 12, 2025.**

Any and all questions regarding the Bidding documents shall be directed to the City of Panama City Beach Purchasing Manager: **Carrie Jagers via email: purchasing@pcbfl.gov.** Contact

with any other City official or City employees for the purpose of inquiries regarding this Bid or the meaning or interpretation of these specifications shall be grounds for disqualification.

For more information on the City's purchasing policies and procedures, or to review the City's Procurement Manual, please visit the City's website at www.pcbfl.gov.

INFORMATION FOR BIDDERS

It is the intent of this Invitation to Bid (ITB) to contract with multiple qualified Vendors for the procurement of various turf chemicals, application services, and maintenance on an as-needed basis for Parks and Recreation grounds and athletic fields as described in the Scope of Work. No guarantee is expressed or implied as to quantities that will be used during the contract period.

Potential bidders to the solicitation are expected to review all materials contained herein and prepare responses accordingly.

SOLICITATION TIMELINE:

EVENT	TIME	DATE
Solicitation Release Date	XXX	October 29, 2025
Non- Mandatory Pre-Bid Meeting	10:00AM CDT	November 6, 2025
Questions from Bidders to warrant a response/Addendum	12:00PM CDT	November 12, 2025
Final Addendum Release Date	By 4:00PM CDT	November 14, 2025
Bids Received By – Deadline & Opening	9:00AM CDT	November 19, 2025
Estimated City Council Review & Action	9:00AM CDT	December 11, 2025
Estimated Notice of Award Date	XXX	December 12, 2025

Bidders submitting paper Bids must submit two (2) complete Bid responses (one (1) original and one (1) digital PDF copy (USB) which must include all the required documentation.

A complete BID response shall consist of the following required documents:

1. Bid Proposal Form
2. Affidavit regarding the Use of Coercion for Labor and Services and Compliance with Foreign Countries of Concern
3. W9
4. Exhibit A - Insurance Requirements

Additional reference documents:

1. Notice of Award
2. Agreement
3. Terms and Conditions

BIDDERS must satisfy themselves with the accuracy of any estimated quantities and a review of the scope of work and specifications including any ADDENDA. After the BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

Submittal of a Bid in response to this Invitation for Bid constitutes an offer by the Bidder. Bids which do not comply with these requirements may be rejected at the option of the City. It is the Bidder's responsibility to ensure that Bid submittals are in accordance with any addenda(s) issued.

Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, may be grounds for rejecting a bid or response.

The City reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves the City of Panama City Beach.

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SCOPE OF WORK

1. GENERAL INFORMATION

The City of Panama City Beach is seeking to contract with one or more Vendors to provide turf treatment chemicals to be used at City parks and athletic fields; for the application of turf treatment chemicals; and maintenance services including overseeding, soil aeration and compaction, and supply and application of pest control chemicals.

Selected Vendor(s) shall provide fixed pricing for the periodic purchase of a variety of turf chemicals at set unit prices over a set term and\or set pricing for applications and services for a set term. The City reserves the right to add or remove chemicals, applications, or services based on the City's needs and turf chemical application and maintenance plan. No minimum order is guaranteed.

Vendors must have access to the quantity of chemicals required and access to equipment sufficient to provide the services. Accordingly, Vendors must have proven stable business operations, including provisions for delivery capabilities and business continuity that will ensure prompt and convenient service.

2. TURF CHEMICALS

The chemicals supplied must meet all referenced standards at the time of delivery. Any items appearing in the manufacturer's regular published specifications furnished by the Vendor are assumed to be included in the Bid Proposal. Deviations from these specifications which do not impair comparative functional equivalency will be accepted for review.

2.1 ESTIMATED QUANTITIES

The estimated quantities provided in the bid proposal are for the Bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. The City is not obligated to place an order for any given amount after the award of this bid. Estimates are based on the City's actual needs and usage during a pervious contractual period, refer to Exhibit B.

2.2 PRODUCT AVAILABILITY

Turf chemicals and product availability necessary to meet all requirements under the terms and conditions of this bid shall be the responsibility of the successful Vendor.

2.3 PRODUCT SPECIFICATION

Firm fixed pricing must be provided for the periodic purchase of a variety of turf treatment chemicals and/or seed to be used for the City Parks and Recreation Sports Fields. See the Bid Proposal for a full list of the required chemicals, application treatments, and historical data. Also see Exhibit B for current chemical usage and typical applications performed during a year.

Alternative chemicals other than what are specified in the Bid Proposal may be substituted if the products are chemically identical to the originally requested product.

For chemicals that come in powder form, Vendors should bid the product as extruded chemical with adjuvant. No powder formulas will be excepted unless there is no other option for specific chemicals. Vendors should note on the bid tab which chemicals are proposed as powder.

2.4 PURCHASING OF NON-LISTED CHEMICALS

In the event that specific chemicals are banned, discontinued, or otherwise removed from production during the contract term, it may become necessary to procure alternative chemical products that are not listed on the original Bid Proposal Form. To accommodate such situations, a provision has been included in the contract to allow for the purchase of non-listed chemicals.

Purchases of these non-listed chemicals will be made based on the over/under percentage (%) of the supplier's cost, as specified in the bid. This pricing mechanism ensures flexibility while maintaining cost transparency and accountability.

All such purchases must be pre-approved by the City and supported by documentation verifying the supplier's cost and the applied percentage markup or markdown.

2.5 DELIVERY REQUIREMENTS

Vendor shall make "normal" deliveries within seven (7) calendar (i.e., not "working" days) days after receipt of an order and must make "emergency" deliveries within 24 hours after receipt of an order. An emergency delivery is defined as a delivery which is necessary to prevent the City from running out of turf chemicals in less than 24 hours. The City shall endeavor to minimize the number of "emergency" deliveries.

Chemicals shall be delivered to 16200 Panama City Beach Parkway in Panama City Beach unless notified in advance at the time of the order.

3. TURF CHEMICAL AND TREATMENT APPLICATIONS

3.1 APPLICATION AND TREATMENT LOCATIONS

For the purchase and application of select turf treatment chemicals to be used for City parks and sports fields, there are approximately 83 acres of land including:

- **Aaron Bessant Park** – 500 West Park Drive, PCB, FL 32413
  - Approximately 16.5 acres including oak grove, center ring, and front parking
- **Frank Brown Park** –16200 Panama City Beach Pkwy, PCB, FL 32413
  - Approximately 60 acres including soccer fields, baseball fields, commons area, and festival sites
- **Lyndell Center and Public Library** - 12500 Hutchinson Blvd, PCB, FL 32407
  - Approximately 2.1 acres including both areas
- **Maggie Still Park** – located at the intersection of Lantana St. and Petunia St.
  - Approximately .82 acres
- **Scott Field Park** – 277 Circle Dr, PCB, FL 32413

- Approximately 2.8 acres

Vendor(s) will furnish all necessary labor, supervision, equipment, and supplies for the performance of select turf products and services, described below.

3.2 TREATMENT AND APPLICATIONS

A. **Perennial Rye Grass (PRG) Seed Application** – Performed two (2) times annually via broadcast spreading. Approximately 20,000 pounds of seed product will be supplied by the City. The application is for Frank Brown Park's soccer fields, baseball\softball fields and festival site and the Aaron Bessant Park amphitheater bowl, total approximately 50 acres.

B. **Soil Aeration and Compaction** – Performed three (3) times annually (normally performed in February, September, and December) on Frank Brown Park's baseball fields, festival site, and soccer fields, as well as Aaron Bessant Park's soccer fields, approximately 39 acres. BLEC equipment has been successfully used historically and is highly preferred.

C. **Oxadiazon 2G Pre-Emergent Treatment Product** – Pre-emergent treatment product; Chemical RUP Product 20/50 Granules 80 bags and Non-RUP Chemical Product 20/50 Granules – 80 bags.

D. **Oxadiazon Application** – Normally performed in February and April on all parks and fields, approximately 83 acres. Chemical product to be applied will be supplied by winning bidder.

E. **Fipronil 0.1G Insecticide Treatment Product** – 0.13 pounds of AI per acre, 25 lbs. per acre. Treatment will be for all parks and fields, approximately 83 acres.

F. **Fipronil Application** – Normally performed in April on all parks and fields, approximately 83 acres. Chemical product to be applied will be supplied by winning bidder.

3.3 SUPPLIES AND EQUIPMENT

Vendor(s) shall furnish and maintain, in good repair, all equipment necessary to perform the requirements of the work and product detail as defined in Section 3. All equipment and supplies used are subject to approval by the City.

All equipment used in the completion of this contract shall be new or less than two years old and in good repair at the commencement of this contract. Vendor(s) shall submit to the City a list giving the name of the manufacturer, the brand name, and use of each of the materials the Vendor proposes to use in the performance of the work required prior to commencement of this contract. Vendors shall not use any product which the City determines would be unsuitable for the intended purpose or harmful to the surfaces to which applied. The City may require properly labeled samples of the supplies intended for use before work commences on the contract, or at any time during work, to determine compliance with specifications. Any items failing to meet these specifications shall be replaced immediately by the Vendor and not used on this contract.

All supplies and equipment shall be kept free of traffic lanes or other areas where they may be

hazardous.

The City will not be responsible, in any way, for theft of or damage to the successful Vendor's stored supplies, materials, or equipment kept throughout the work areas.

3.4 WORK AND PRODUCTION DETAIL

Aeration - Blec Ground Breaker or equivalent soil de-compaction.
Machine requirements: Must be designed for fine turf use and be able to create a continual slit of up to 10" depth, no wider than 3/4" no thinner than 1/2" wide. Must have blades that are offset and curved to shatter soil between channels. Must have blade channels no wider than 10" on center. Deep-tine aerification is not an acceptable alternative. The Vendor will be able to complete all 83 acres of work within 6 days during daylight hours. This service is done every three or four months on 83 acres each time.

Seeding
Air Blast application of City-supplied perineal rye grass seed at 400 pounds per acre. Vendor must have equipment that uses air blast to deliver seed to a deflector that orients the seed vertically and blasts the seed into the turf canopy. Vendor's equipment seed delivery system shall be ground-driven and must have positive rate control for uniform product delivery. No non-air-assisted broadcast equipment or slit applicators will be accepted. This service is performed twice annually.

Oxadiazon
Application of QualiPro Oxadiazon 2G on a 20/50 Biodac carrier. No material alternative will be accepted. Application rate of 100 pounds per acre on 83 Acres via air assisted Dry Spray ground-driven positive displacement equipment with a 20-foot boom. This application is done twice annually.

Fipronil
Application of Fipronil 0.1G at 25 pounds per acre via QualiPro or Bayer-certified applicators with a calendar-year manufacturer's guarantee on 83 Acres. This application is done once annually.

4. SUB-CONTRACTORS

The use of sub-contractors to perform athletic field applications will be allowed under this bid; however, the primary Vendor shall be responsible for all completion and quality of work performed. The City contract shall be exclusively with the Vendor(s) of record. All subcontractors must comply with the terms and conditions of this bid and the primary contract.

5. HAZARDOUS MATERIASLS

Hazardous Material. The definition of Hazardous Material is: "Any material or substance for which there is sufficient data to indicate a reasonable risk to physical and environmental health." These substances, classified as poisonous, toxic, corrosive, flammable, explosive, radioactive, or otherwise, shall have a warning on the product label.

Safety Data Sheets (SDS). In compliance with Chapter 442.106, F.S., the manufacturer, importer, or distributor of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with a material safety data sheet which, to the best of the manufacturer's, importer's,

or distributor's knowledge, is current, accurate, and complete, based on information then reasonably available to the manufacturer, importer, or distributor.

Vendor(s) are required to provide Safety Data Sheets (SDS) (formerly MSDS or Material Safety Data Sheets) for each hazardous chemical to communicate information on these hazards. Each SDS must be written in English and Spanish; and include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. Information must be provided regarding:

- the physical and chemical characteristics of the hazardous chemical; and
- known acute and chronic health effects and related health information; and
- exposure limits; and
- whether the chemical is a carcinogen as identified by the National Toxicology Program (NTP), International Agency for Research on Cancer (IARC) or the Occupational Safety and Health Administration (OSHA), emergency first aid procedures; and the identification of the organization responsible for preparing the SDS.

6. TERMS OF CONTRACT

A. The Agreement shall be for a term of (1) one year. The Agreement shall automatically renew upon the same terms and conditions for two (2) additional one (1) year extensions unless otherwise terminated.
B. The City will award a contract to the lowest responsive and responsible per-unit bidder(s) of each item. The City reserves the right to contract with more than one bidder.
C. Bid prices are to remain valid for ninety (90) days.
D. Vendors shall meet the City's insurance requirements set forth in Exhibit A.
E. Vendors shall comply with all applicable laws, regulations, and codes as required by Federal, State, County, and Municipal ordinances and regulations in any manner affecting the production of the work, delivery of products, or performance of the work. Vendors and their employees, including sub-contractors, performing work under the terms of the Agreement will follow safe working practices always, as well as comply with all Federal, State, Local, safety policies and procedures, including the operation of vehicles and equipment on City property.

7. PAYMENT

Payment will be made in accordance with the Florida Prompt Payment Act. Invoices shall be submitted monthly to City of Panama City Beach Accounts Payable, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413. Invoices shall be emailed to ap@pcbfl.gov .

It is preferred that the invoice date is the same as the delivery or service completion date. The City shall determine the quality and acceptability of the product prior to payment. The City shall decide finally and conclusively any differences that may arise as to the interpretation of the specifications or the fulfillment of the terms of the Contract.

Payment will be made 30 days after product is delivered and inspected.

[END OF SCOPE OF WORK/SPECIFICATIONS]

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: _____, 2025.

BIDDER NAME: _____

PCB26-18 ITB PARKS TURF CHEMICALS AND MAINTENANCE SERVICES

The Undersigned, as Bidder, hereby declares that they have examined the bid specification and informed themselves fully regarding all terms and conditions pertaining to the product specifications.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** to perform the Work as specified in **PCB26-18 PARKS TURF CHEMICALS AND MAINTENANCE SERVICES** in accordance with the terms and conditions and bid specifications.

Basis of Award: Contract(s) will be awarded to one or more bidders with the lowest responsive and responsible unit price Bid. If more than one contract is awarded, orders will be placed in priority of lowest price, availability of product, and delivery/service time. The bidder with the lowest price shall have first priority on orders.

TURF CHEMICALS

Line items include all required product prices:

Manufacturer	Turf Chemical	Alternative Product(s) Include Mfr. and Chemical	Unit Type	Size of One Unit	Proposed Unit Price
Rigby Taylor	Activate with Mba Molecule		Jug	2.5 gallons	$
Timac Agro	NoStunt		Jug	2.64 gallons	$
Rhysosphere	Therapy NP		Ounce	1 ounce	$
Rhysosphere	Therapy SP		Ounce	1 ounce	$
Rhysosphere	Therapy GP		Ounce	1 ounce	$
Rhysosphere	5A Conversion Therapy DP		Ounce	1 ounce	$
Rhysosphere	5A Conversion Therapy IP		Ounce	1 ounce	$
Rhysosphere	Therapy Nematode/Stress Mix 4 oz of Therapy NP, 2 oz of Therapy SP & 2 oz Therapy GP per acre		Mix Rate	80 ounce pack	$
Albaugh Specialty	TrinPac		Jug	2.5 gallon	$

Agrisel	Imidapro		Gallon	1 gallon	$
United Phosphorus	Lamda-Cy Mites		Gallon	1 gallon	$
United Phosphorus	UpStar Bifenthrin Mites		Gallon	1 gallon	$
Control Solutions	Taurus For Common Areas		Bag	30 pounds	$
Bayer	Specticle		Jug	2.5 gallons	$
Monsanto	Certainty		Bottle	1.25 ounces	$
DuPont	Tranxit Herbicide		Bottle	5 ounces	$
Control Solutions	Prodiamine 65DF		Jug	5 pounds	$
Southern Agricultural	Surflan		2 Jugs	5 gallons	$
UPL	UpEnd Pendimethalene		Jug	2.5 gallons	$
Prime Source	Sulfentrazone		2 Jugs	5 gallons	$
ADAMA	MSM Herbicide		Jug	8 ounces	$
Prime Source	Quinclorac		Jug	0.5 gallons	$
Prime Source	Quentecential		Jug	0.5 gallons	$
Riverdale	Clash		Jug	2.5 gallons	$
Prime Source	Triad		Jug	2.5 gallons	$
United Phosphorus	Pegasus DFX (extruded form)		Jug	5 pounds	$
United Phosphorus	Goliath XP		Jug	1 gallon	$
Phoenix Environmental	Kestrel MEX		Jug	2.5 gallons	$
United Phosphorus	Raven		Jug	2.5 gallons	$
SynaTek	Physiocal 3-0-2		Bag	55 pounds	$
Timac Agro	Physiostart 8-28-0		Bag	55 pounds	$
Timac Agro	NutriRhize 0-0-35		Bag	50 pounds	$
Sunniland Corporation	Sunniland 20-0-20		Bag	50 pounds	$
Sunniland Corporation	Sunniland 39-0-0		Bag	50 pounds	$

PBI Gordon	SpeedZone Southern Herbicide		Jug	2.5 gallon	$
Quali-Pro	Fipronil 0.1G		Bag	50 pounds	$
Quali-Pro	Oxadiazon 2G RUP Product 20/50 Granules		Bag	50 pounds	$
Quail-Pro	Oxadiazon 2G Non-Restricted Use Product 20/50 Granules		Bag	50 pounds	$
Preferred Seed	Certified Perennial Rye Grass Seed		Bag	50 pounds	$
Various	Non-Listed Chemicals		Various	Various	+/- ____% cost
				BID TOTAL	$

*Estimated quantities mentioned above are for bid evaluation purposes only. This is an estimated monthly average quantity, and actual quantity may be higher or lower depending upon usage.

*Any alternative proposed products must meet the chemical composition of the original product listed.

APPLICATION SERVICES

Line items should be priced per acreage:

Service	Description	Cost Per Acreage\Bag	# of Events Per Year	Total Costs
Blec Deep Slit Soil Aeration and Compaction	Process on the festival site, and all soccer and baseball fields (Approx. 39 acres)	$_____	3	$_____
Application Perennial Rye Grass Seed (20,000 pounds)	Application of PRG Seed (Seeds supplied by City) (Approx. 50 acres)	$_____	2	$_____
Oxadiazon 2G Pre-Emergent Treatment	Cost of Goods - Restricted Use Product - Chemical Product 20/50 Granules (80 bags)	$_____	2	$_____
	Cost of Goods Non-RUP Chemical Product 20/50 Granules (80 bags)	$_____	2	$_____
	Application of all fields (approx. 80 acres)	$_____	2	$_____
Fipronil 0.1G Insecticide Treatment	Application of all fields (approx. 80 acres)	$_____	1	$_____

*Quantities of products are estimates. Actual quantities may vary. The frequency of events is based on an average fiscal year from October to September. Acreage can increase or decrease each fiscal year.

BIDDER accepts all of the terms and conditions of the solicitation. This bid will remain valid for ninety (90) days after the day of Bid Opening.

BIDDER acknowledges receipt of and has examined copies of all the Agreement Documents and of the following Addenda: (if any addenda have been issued)

Addendum No. _____ Addendum No. _____

Addendum No. _____ Addendum No. _____

By submission of this BID, Bidder certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

The undersigned declares that, after examining the Bid Documents for the above referenced service, she/he does hereby submit a response to the bid and warrants that:

1. She/He is an officer of the organization.
2. She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the solicitation.
3. All bids shall remain firm and valid for a period of ninety (90 days) from the date of opening.

BIDDER:

Name of Business

Name of Bidder

Address

Phone Number

Email Address

Signature of Authorized Representative

Date

[END OF BID PROPOSAL FORM]

CITY OF PANAMA CITY BEACH

PCB26-18 ITB PARKS TURF CHEMICALS AND MAINTENANCE SERVICES

REQUIRED DOCUMENTS

AFFIDAVIT REGARDING USE OF COERCION FOR LABOR AND SERVICES AND COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN

THIS AFFIDAVIT IS REQUIRED BY FLORIDA STATUTE. FAILURE TO SUBMIT THIS FORM WITH THE BID/PROPOSAL SHALL DEEM YOUR SUBMITTAL NONRESPONSIVE.

Vendor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

1. Use of Coercion for Labor and Services

Pursuant to Section 787.06(13), Florida Statutes, all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with the City must provide an affidavit stating the Vendor does not use coercion for labor or services.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not use coercion as defined in Section 787.06(2)(a)(1)-(7), Florida Statues.

2. Compliance with Foreign Countries of Concern

Pursuant to 287.138(4)(a) and (2)(a)-(c), Florida Statutes, the City may not enter into a contract with an entity (such as Vendor) which would give access to an individual's personal identifying information if:

(a) The entity is owned by the government of a foreign country of concern;
(b) The government of a foreign country of concern has a controlling interest in the entity; or
(c) The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not meet any criteria listed in 287.138(2)(a)-(c), Florida Statues.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____
Authorized Signature

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Initial Page: _____Owner_____ Contractor

Exhibit A

INSURANCE REQUIREMENTS

SECTION 1: DEFINITIONS

"Location" means the location subject of the Subcontract/Purchase Order.

"Project" means the project subject of the Subcontract/Purchase Order.

"Scope" means the scope of work to be provided by the Subcontractor under the Contract or the Goods and Services to be supplied and performed by Seller under the Purchase Order, as applicable.

"State" means a state of the United States or the District of Columbia or the Commonwealth of Puerto Rico, as applicable

"Alternate/ Leased Employer Endorsement" is an endorsement added to a workers compensation policy that provides an entity scheduled as an alternate employer with primary workers compensation and employers liability coverage as if it were an insured under the policy. This endorsement is commonly used when a temporary help agency (the insured) is required by its customer (the alternate employer) to protect the alternate employer from claims brought by the insured's employees.

SECTION 2: STANDARD INSURANCE COVERAGES

Successful Bidder' shall comply with the following:

1. Unless higher limits or additional coverages are required by the Contract/Purchase Order or Owner Contract, the Successful Bidder' shall secure and maintain the minimum from the earlier commencement of work or the effective date of the Contract/Purchase Order insurance coverages and limits required by this Exhibit A.
2. Failure of the Contractor/Buyer to identify deficiencies in any insurance provided by Successful Bidder' shall not relieve Successful Bidder' from any insurance obligations. Required coverages are as follows:

2.1. Commercial General Liability Insurance Coverages:

Commercial General Liability insurance using ISO's CG 00 01 or its substantial equivalent with City of Panama City Beach as an additional insured using ISO's CG 20 10 or its substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations with the following minimum limits:

- $1,000,000 Each Occurrence
- $1,000,000 Personal and Advertising Injury
- $2,000,000 General Aggregate
- $2,000,000 Products-Completed Operations Limit
- $500,000 Damage to Rented Premises

Per Project using ISO's CG 25 04 or its substantial equivalent

The Successful Bidder' must disclose to City of Panama City Beach any endorsements that limit or exclude coverage customarily provided by ISO's CG 00 01.

The Successful Bidder''s Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
2. Claims for property damage to the Successful Bidder''s Work arising out of the products-completed operations hazard where a Subcontractor performed the damaged Work or the Work out of which the damage occurs.
3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
7. Claims related to residential, multi-family, or other habitational projects if the work is to be performed on such a project.
8. Claims related to roofing, if the work involves roofing.
9. Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces if the work involves such coatings or surfaces.
10. Claims related to earth subsidence or movement, where the work involves such hazards.
11. Claims related to explosion, collapse, and underground hazards, where the work involves such hazards.

The Successful Bidder's Commercial General Liability insurance will remain in force with annual policy periods for the period of the statute of repose applicable to this project. *Alternatively, suppose a "project-specific" General Liability policy is used to satisfy these requirements. In that case, it must be endorsed to provide extended completed operations for the period of the statute of repose applicable to this project.*

2.2. Workers Compensation

Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Scope is to be performed and minimum limits.

- Bodily Injury by Accident - $100,000 Each Accident
- Bodily Injury by Disease - $500,000 Policy Limit
- Bodily Injury by Disease - $100,000 Each Employee

Policy coverage terms and conditions to include:

- USL&H – where applicable.
- Jones Act – where applicable.
- All State's endorsement – where applicable.
- Employers Liability/Stop Gap Liability if work is performed in Washington, Wyoming, Ohio, North Dakota, or the Commonwealth of Puerto Rico.

- For the attainment of Workers Compensation in monopolistic states and Puerto Rico, coverage must be secured through the state fund of that State.
- The certificate must identify that coverage applies in the State where the Project is located.

2.3. Automobile Liability

Commercial Automobile Liability insurance covers all owned, leased, and non-owned vehicles used in connection with the Scope. Business Auto Coverage Form using ISO's CA 00 01 or its substantial equivalent including liability coverage for all autos owned (Symbol 1), rented, hired, or borrowed by the contractors, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws with the following minimum limit:

- $1,000,000 – Any One Accident – Combined Single Limit

Suppose the Contractor/Sub-Contractor/Vendor is responsible for removing any pollutants from a site. In that case, the Successful Bidder' will need to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. Therefore, auto liability coverage should be endorsed to include the required auto pollution endorsements and Motor Carrier Act Endorsement, MCS 90, and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

2.4. Umbrella or Excess Liability Required: Yes

Also, the Successful Bidder' shall provide an umbrella or excess liability insurance providing in excess of the underlying Commercial General Liability, Business Automobile Liability, Pollution Liability (if required), and Employers' Liability insurance above, with the following minimum limits:

- $1,000,000 Each Occurrence
- $1,000,000 Annual Aggregate (where applicable in the underlying)

Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying Commercial General Liability (including City of Panama City Beach as additional insured), Business Automobile Liability, Pollution Liability, and Employers' Liability insurance. In addition, it shall expressly provide that the umbrella or excess policy will drop down over the underlying insurance's reduced or exhausted aggregate limit. The umbrella or excess policy shall also be primary insurance to City of Panama City Beach(including primary insurance to City of Panama City Beach's own Commercial General Liability and Umbrella policies), and Successful Bidder's umbrella insurer agrees not to seek contribution from City of Panama City Beach insurance.

2.5. Professional Liability Required: No

Professional Liability Insurance is required to cover liability for claims that arise from the errors, omissions, or acts of the Successful Bidder' or any entity the Successful Bidder' is legally responsible in the provision of professional services. The policy shall be primary and non-contributory, with the insuring agreement to read: "to pay on behalf of" and shall be effective (retroactively, if applicable) from the commencement date of all professional activities in connection with the Scope. The coverage shall be maintained for three years following the final acceptance of the Project.

Initial Page: _____Owner_____ Contractor

Minimum limits are:

- Prime Design Professional: Choose limits when required per claim/annual aggregate;
- Sub-Design Professional: Choose limits when required per claim/annual aggregate.

Upon request, a copy of the policy shall be provided to City of Panama City Beach. Coverages shall not include any exclusions or other limitations related to the scope of the services, delays in project completion, or cost overruns.

For Professional Liability Insurance, the term "Prime Design Professional" means the architect and/or engineer providing architectural, engineering, and/or other professional services under a contract directly with our company. The term "Sub-Design Professional" means any architect and/or engineer providing architectural, engineering, and/or other professional services directly or indirectly to a Prime Design Professional in connection with the project. A Prime Design Professional is also a Contractor/Subcontractor, and a Sub-Design Professional is also a Sub-subcontractor.

2.6 Riggers Liability Required: No

If marked as required, the Scope involves the rigging, hoisting, lowering, raising, or moving of property or equipment belonging to others. Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment.

2.8 Aircraft/Watercraft: Required: No

If marked as required, the Scope involves using any owned, leased, chartered, or hired aircraft or watercraft of any type. As applicable, Aircraft Liability Insurance or Watercraft Liability Insurances required in an amount of not less than Choose limits when required per occurrence, including Passenger Liability for bodily injury and property damage.

2.9 Property Insurance:

Property Insurance coverage for tools and equipment owned, leased, or used by the Subcontractor/Seller in the performance of the Scope. The Property Insurance shall extend to equipment, materials, and supplies stored off the Project site or in transit to the Project site to be furnished as part of the Scope and incorporated into the Project.

2.9.1 Pollution Liability Insurance: Required: No

Successful Bidder' shall secure and maintain the minimum Pollution Liability Insurance coverage and limits required by this Exhibit A from the effective date of the Contract/Purchase Order until the end of the applicable warranty period. The policy shall be submitted to the Contractor/Buyer for review and approval before commencement of the Scope. Failure of the Contractor/Buyer to identify deficiencies in the Pollution Liability Insurance provided by Subcontractor/Vendor shall not relieve Subcontractor/Vendor from any obligations.

Minimum limits are: Including Cleanup Cost

- Choose limits when required per occurrence or claim
- Choose limits when required policy aggregate.

The coverage shall be as follows: Subcontractor shall provide Pollution Liability Insurance covering all asbestos, lead, and any other pollution operations. If the policy contains a general aggregate, this aggregate must apply on a per-project basis and shall be evidenced on Subcontractor's/Vendors Certificate of Insurance. The limits shall not be subject to reduction as to the Contractor/Buyer or Owner because of any claim asserted against the Subcontractor/Vendor other than in connection with the Scope. Instead of indemnifying, the policy must read "to pay on behalf of." In addition, the following coverages must be included: (1) Completed Operations (five (5) year continuation beyond completion of the Scope); (2) Broad Form Contractual and Independent Contractors (including coverage for third party over claims); (3) On-Site, Off-Site and In-Transit exposures; and (4) Loading and Unloading. Exclusions or restrictions pertaining to mold and EIFS are not permitted. The coverage may be written on an "occurrence" or "claims made" basis. If written on a "claims made" basis, the retroactive date must be included to coincide with the effective date of the Subcontract/Purchase Order, and an extended reporting period (three (3) years minimum) must be included.

The coverage may be written on an "occurrence" or "claims made" basis. If written on a "claims made" basis, the retroactive date must be included to coincide with the effective date of the Subcontract/Purchase Order, and an extended reporting period (three (3) years minimum) must be included.

Deductibles/Denial of Claims:

Contractor/Vendor shall be responsible, at no additional cost to Contractor/Buyer, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this Exhibit A both for itself and all Additional Insureds. Any self-insured retention or deductible in excess of $25,000 must be declared when Subcontractor/Seller submits its bid and must be approved explicitly by Contractor/Buyer before executing the Subcontract/Purchase Order. Subcontractor/Seller shall be responsible for any loss arising from coverage denial by its insurance carrier.

Leased Successful Bidder' Employee Liability

If the leases one or more employees through the use of a payroll, employee management, or other company, the Successful Bidder' must directly procure workers compensation/employer's liability insurance. The insurance shall be written on a "Minimum Premium" or "If Any" policy form.

In addition, the worker's compensation/employer's liability coverage provided to and for the leased employees by the payroll, employee management, or other company must be evidenced and include an Alternate / Leased Employer Endorsement or its substantial equivalent WC endorsement for that State, naming Successful Bidder' as the alternate employer.

Insurer Requirements

Each insurer providing insurance coverage as required by this contract shall be a licensed admitted insurer authorized to issue such coverages in each State in which any part of the Scope is performed. The insurer shall be acceptable to City of Panama City Beach and have an AM Best rating of "A-" or better.

Before accepting the Contractor/Sub-Contractor/Vendor's bid, City of Panama City Beach reserves the right to require more significant limits based on the nature of the operations performed by the Successful Bidder'.

Initial Page: _____Owner_____ Contractor

Certificate of Insurance

Before commencing its performance and throughout the warranty period under the Contract /Purchase Order, the Successful Bidder' shall provide City of Panama City Beach a current certificate of insurance evidencing the coverages required by this contract (a sample Certificate of Insurance is attached for reference purposes).

Sub-subcontractor/Sub-Vendor

Before permitting any lower tier Sub-subcontractor/Sub-vendor to perform Scope under the Contract/Purchase Order, the Successful Bidder' shall require its sub-subcontractor/Sub-vendor to maintain insurance in like form and amounts to that required herein. Successful Bidder' shall be responsible for ensuring that it's sub-subcontractor/Sub-vendor maintains insurance in like form and amounts and shall provide evidence of same to City of Panama City Beach if requested.

Any subcontractors engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.

Notice of Cancellation

All insurance coverages required by this contract shall contain a provision that the coverage afforded hereunder cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty 45) days prior written notice has been given to City of Panama City Beach

Additional Insureds

All insurance required by this contract (excluding only Workers Compensation Insurance and Professional Liability Insurance) shall name the City of Panama City Beach and its officials, employees, and volunteers as Additional Insureds and any other parties as required by the Owner Contract, and shall be primary and non-contributory to any insurance maintained by Indemnified Parties and Additional Insureds and any other parties as required by Owner Contract, all of which shall be stated on the Certificate of Insurance provided by the Successful Bidder'.

The General Liability Additional Insured Endorsement shall use ISO's or CG 2010 or its substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations. By endorsement or policy language, evidence of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability. The Successful Bidder''s insurers will provide insurance to City of Panama City Beach , on a primary basis and agree not to seek contribution from insurance by using ISO's CG 20 01 or its substantial equivalent. Successful Bidder's insurers also agree to waive rights of subrogation against City of Panama City Beach using ISO's CG 24 04 or its substantial equivalent.

Waiver of Subrogation

All insurance coverages maintained by Successful Bidder' shall include a waiver of any right of subrogation of the insurers thereunder against Indemnified Parties and Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted).

The Successful Bidder' further waives all claims and all rights of subrogation against Indemnified Parties' and Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters for loss of, or damage to, contractors Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by City of Panama City Beach. If any of the Indemnified Parties and Additional Insureds are partially or wholly self-insured, then the waiver of subrogation shall apply as if their insurance covered them.

Initial Page: _____Owner_____ Contractor

Insurance Policy Review/Exclusions/Copies

City of Panama City Beach , can receive copies of all insurance policies upon request. Policies shall not contain any exclusions that are unacceptable to City of Panama City Beach. If requested by City of Panama City Beach, all insurance carriers must certify all policies as accurate and complete. At their sole discretion, policies shall not contain any unacceptable exclusions to City of Panama City Beach. City of Panama City Beach 's right to review and approve all insurance policies will not constitute a waiver of any rights created by or provisions contained in this contract should they differ from those contained in such policies.

Claims-Made Policies

Except for Professional Liability Insurance, claims-made policies are not acceptable.

Effect of Specified Coverages

The Insurance obligations under this agreement shall be 1—all the Insurance coverage and/or limits carried by or available to the Contractor; or 2—the minimum Insurance coverage requirements and/or limits shown in this agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which apply to a given loss, shall be available to City of Panama City Beach. No representation is made that this agreement's minimum insurance requirements are sufficient to cover the Contractor's obligations under this agreement.

Breach of Insurance Requirements

Successful Bidder''s failure to obtain and maintain insurance coverages as required by this Exhibit A or any other Exhibit or attachment shall constitute a material breach of the Contract/Purchase Order. In such event, in addition to any other rights and remedies contained in the Contract/Purchase Order, (i) City of Panama City Beach may, at its option, terminate the contract for default; (ii) City of Panama City Beach may, at its option, purchase such coverage and back charge the premium and associated costs to Successful Bidder'; and/or (iii) any of the Indemnified Parties, or Additional Insureds can require, that contractor and/or its subcontractors to pay for all attorney's fees, expenses, and liability as a result of any claim or lawsuit for which coverage would have been provided to the Indemnified Parties or Additional Insureds under contractors insurance program but for a breach by Contractor or any of its subcontractors.

Furthermore, to the extent of their respective interests, the Insurers of those entities that were to be included as Additional Insureds are deemed third-party beneficiaries of the insurance procurement obligation and have the same rights against the breaching party as the Indemnified Parties or Additional Insureds.

If any of the preceding insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required. If the insurer does not furnish any information concerning the reduction of coverage, it shall be furnished by the contract with reasonable promptness according to the Successful Bidder' 's information and belief. Suppose Successful Bidder' fails to maintain insurance.City of Panama City Beach may (at its sole option) terminate the Successful Bidder' or place such insurance and deduct any cost, fees, and related expenses from Successful Bidder' pay request.

Any Successful Bidder' *engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.*

Initial Page: _____Owner_____ Contractor

City of Panama City Beach

Endorsements to be attached:

General Liability	Endorsement #	Edition Dates	Carrier	Policy #'s to be listed
Added Insured - Ongoing Operations	CG 20 10	All	ISO Standard or Equal	Yes
Added Insured – Completed Operations	CG 20 37	All	ISO Standard	Yes
Waiver of Subrogation	CG 24 04		ISO Standard	
Primary & Non-Contributory	CG 20 01		ISO Standard	
Automobile Liability				
No Endorsements Required				
Umbrella or Excess Liability				
List all lines this policy applies.				
Workers Compensation				
Waivers of Subrogation	WC 00 03 13		ISO Standard	Yes
Alternate Employer Endorsement	WC 00 03 01 A		ISO Standard	Yes

* State Waiver of Subrogation Provisions Overview: Kansas, Kentucky, Missouri, New Hampshire, and New Jersey disallow waivers of subrogation by statute. However, only Kansas and Missouri bar waivers of subrogation in the construction industry. (Note that Kansas does not prohibit the use of waivers of subrogation for consolidated or wrap-up insurance programs.) The monopolistic states either disallow waivers of subrogation or allow the state fund to make that decision. The remaining states allow for waivers of subrogation through judicial interpretation or administrative rules.

*Stop Gap endorsement required in monopolistic states such as ND, OH, WA WY, or Puerto Rico

*Coverage must apply in the State where the work is being performed if the vendor is from a state other than the one where the project is located.

We accept endorsements that are equal to those requested. Most insurance company forms are manuscript; therefore, they might not be compliant (most are not). We review all forms during the review process. Forms that are compliant today may not be compliant tomorrow. Our decisions are based on case law and claim history. Additional Insured or Organization Name to be listed on all endorsements along with policy numbers as applicable. Blank endorsements will not be excepted. Sample Endorsements Attached

Blanket Certificates of Insurance

For ease of paperwork, subcontractors may submit insurance documentation on a blanket basis to work on multiple projects under just one insurance certificate. (View sample certificate above or in compliance database)

Subcontractor performing work on multiple projects in the same State

Each of our projects requires a project-specific certificate of insurance (COI) for EACH project they work on; however, a lot of our Subcontractors are doing multiple projects in one State, which creates an opportunity to reduce paperwork by providing a blanket certificate of insurance and allowing the Subcontractor to work on all projects (Non-OCIP or CCIP) under one COI. If providing a blanket certificate, the following guidelines will be in addition:

1. On the COI, instead of stating an individual project name, replace with the following verbiage in the Description of Operations section of the certificate: **"All projects performed for City of Panama City Beach**
2. When stating the additional insureds, state the following along with the other required Description of Operations wording: "All insurance (excluding Workers Compensation and Professional Liability) include Owner, City of Panama City Beach, Indemnified Parties, any other parties as required by Owner Contract and their respective directors, officers, employees, and affiliates as Additional Insureds, and shall be primary and non-contributory to any insurance maintained by Additional Insureds."
3. All endorsements and waivers must be blanket-based, either per form or blanket wording. For example, a contract requires endorsements/waivers in such schedules instead of listing each entity.

Initial Page: _____Owner_____ Contractor

Commercial General Liability

CG 20 10 10 01

POLICY NUMBER: Required

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Certificate Holders Name

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 37 10 01

POLICY NUMBER: Required

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Certificate Holders Name
Location And Description of Completed Operations:
All locations required by contract
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

CG 24 04 05 09

POLICY NUMBER: Required

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Certificate Holders Name
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 20 0104 13

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Initial Page: _____Owner_____ Contractor

Workers Compensation

WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

In Favor of:

Certificate Holders Name and Project Owner

Work Performed by:

Client (Our Subcontractor)

Client Address

On the Following Project or Location

All Projects or Locations as Required by Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Required Endorsement No.
Insured Required Premium

Insurance Company Countersigned by_____
Required

WC 00 03 13
(Ed. 4-84)

WC 00 03 01A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 01 A**

(Ed. 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer** — **Address**
   Our Subcontractor - *Not the PEO* — Our Subcontractors Address
2. **State of Special or Temporary Employment**
   All Applicable States
3. **Contract or Project**
   All Locations or Projects Required by Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date Here is Required Policy No. Endorsement No.
Policy Number Required Premium $

Insured
Required
Insurance Company
Required

Countersigned by_____

WC 00 03 01 A
(Ed 2-89)

CITY OF PANAMA CITY BEACH

PCB26-18 ITB PARKS TURF CHEMICALS AND MAINTENANCE SERVICES

REFERENCE DOCUMENTS

EXHBIT B - HISTORICAL USE

Below is the historical use of chemical being sought in units. Note: Chemicals with an * are new to the chemical treatment plan and data is estimated.

TURF CHEMICALS

Line items include all required product prices:

Manufacturer	Turf Chemical	2024	2025	Estimated needs for 2026
Rigby Taylor	Activate with Mba Molecule	0	16	16
Timac Agro	NoStunt	2	22	22
Rhysosphere	Therapy NP	1820	1820	1820
Rhysosphere	Therapy SP	1800	1800	1800
Rhysosphere	Therapy GP	1800	1800	1800
Rhysosphere	5A Conversion Therapy DP	380	380	380
Rhysosphere	5A Conversion Therapy IP	300	300	380
Rhysosphere	Therapy Nematode/Stress Mix 4 oz of Therapy NP, 2 oz of Therapy SP & 2 oz Therapy GP per acre*	N\A	N\A	1440
Albaugh Specialty	TrinPac	0	0	35
Agrisel	Imidapro*	10	14	16
United Phosphorus	Lamda-Cy Mites	10	10	12
United Phosphorus	UpStar Bifenthrin Mites	24	24	24
Control Solutions	Taurus For Common Areas	60	60	60
Bayer	Specticle	6	3	6
Monsanto	Certainty	71	80	144
DuPont	Tranxit Herbicide \ Rimsulfuron 25DF	144	23	192
Control Solutions	Prodiamine 65DF	15	35	15
Southern Agricultural	Surflan	0	0	0
UPL	UpEnd Pendimethalene	25	35	60
Prime Source	Sulfentrazone	10	10	10
ADAMA	MSM Herbicide	13	13	13

Prime Source \ Lesco	Quinclorac \ Lesco Quin Way	149	85	100
Prime Source	Quentecential	N\A	N\A	80
Riverdale	Clash	15	5	5
Prime Source	Triad	10	15	15
United Phosphorus	Pegasus DFX (extruded form)	600	600	600
United Phosphorus	Goliath XP \ Headway	60	36	60
Phoenix Environmental	Kestrel MEX \ Proiconazole PPZ	20	20	20
United Phosphorus	Raven \ Lesco 18 plus	180	72	180
SynaTek	Physiocal 3-0-2	96	192	384
Timac Agro	Physiostart 8-28-0	96	96	96
Timac Agro	NutriRhize 0-0-35	400	400	400
Sunniland Corporation	Sunniland 20-0-20	955	960	960
Sunniland Corporation	Sunniland 39-0-0	400	400	400
PBI Gordon	SpeedZone Southern Herbicide	14	11	20
	Lesco Prosecuter Pro	7	10	10
Quali-Pro	Fipronil 0.1G	40	40	40
Quali-Pro	Oxadiazon 2G	160	160	160
Preferred Seed	Certified Perennial Rye Grass Seed	270	320	400

*Estimated quantities mentioned above are for bid evaluation purposes only. This is an estimated monthly average quantity, and actual quantity may be higher or lower depending upon usage.

APPLICATION SERVICES

Number of applied services per year:

Service	Description	2024	2025	Estimated 2026
Soil Aeration and Compaction	Application to the festival site, and all soccer and baseball fields (Approx. 39 acres)	3	3	3
PRG Seed (20,000 pounds)	Application of PRG Seed (Seeds supplied by City) (Approx. 50 acres)	1 application	2 applications	2 applications
Oxadiazon 2G Pre-Emergent Treatment	Application of all fields (approx. 83 acres)	2	2	2
Fipronil 0.1G Insecticide Treatment	Application of all fields (approx. 83 acres)	1	1	1

The frequency of events is based on an average fiscal year from October to September. Acreage can increase or decrease each fiscal year.

GENERAL TERMS AND CONDITIONS

These terms and conditions are standard for all purchases and contracts issued by the City of Panama City Beach ("the City"). The terms, conditions, and provisions in the bid documents issued by the City shall be included and incorporated in the final purchase or contract. Depending on the goods or services required, it is understood that certain clauses and provisions may not be applicable to every purchase or contract. In the event of conflict, these terms and conditions shall prevail over any Vendor's terms and conditions regardless of any language to the contrary by the Vendor. The City may delete, supersede or modify any of these standard instructions for a particular purchase or contract by specifically indicating such change in the bid documents or in a written and signed contract with the Vendor.

A copy of the City's Purchasing Manual can be found on the City's website under the How to Do Business with the City page. https://www.pcbfl.gov/how-do-i/do-business-with-the-city

1. DEFINITIONS – The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: ITB, RFP, or RFQ, Bid or Proposal; Bidder, Proposer, or Seller; Contractor, Vendor or Consultant; Contract, Award, Agreement or Purchase Order.

a. **Addendum**: A written document that provides responses to questions, additional information and/or clarification to a Solicitation. Addenda information will be posted on the City website: https://www.pcbfl.gov and the electronic bid platform DemandStar at www.demandstar.com . Bidders are solely responsible to ensure they have received all addenda(s) prior to submitting their Bid.
b. **Bid or Proposal**: An offer submitted in response to a solicitation.
c. **Bidder or Proposer**: A person or firm submitting a response to a Solicitation.
d. **City**: Refers to the City of Panama City Beach, Florida
e. **Change Order**: A written signed and approved document by the City Manager ordering a change in the contract price or contract time or a material change in the work. No out-of-scope services shall be performed in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.
f. **Contract**: A type of legally enforceable binding document between two parties. Any City Agreement, regardless of the form or title, for the procurement or disposition of goods or services. The solicitation, all addendums issued thereto, all affidavits and required forms, the executed agreement, and all related documents including these General Terms and Conditions comprise the totality of the understanding between the City and contractor.
g. **Contractor or Vendor**: Successful Bidder or Proposer who is awarded a purchase order, award contract, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".
h. **Consultant**: Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
i. **Invitation to Bid (ITB)**: Formal requests for bids from qualified or interested bidders.
j. **Request for Proposals (RFP)**: A formal request for proposals from qualified proposers.
k. **Request for Qualifications (RFQ)**: A formal request for qualifications from proposers.
l. **Responsible Bidder**: A vendor who has the capability and capacity, in all

respects, to perform in full the contract requirements, as stated in the bid, and the integrity and reliability that will assure good-faith performance.

m. **Responsive Bidder**: A vendor whose offer conforms in all material respects to the terms and conditions, and the Scope of Work requested in the bid and the formal response requirements therein.

n. **Solicitation**: An Invitation to Bid, Request for Proposals, Request for Qualifications, or other documents used by the City to advertise a procurement opportunity and invite responses.

o. **Scope of Work or Scope of Services**: The description of the goods or services required by the City that is included in the Solicitation.

2. **ADDENDUM**: The Purchasing Department may issue an addendum in response to any inquiry received, prior to the close of the solicitation period, which changes, adds, or clarifies interpretations or the terms, provisions, or requirements of the solicitation. The vendor should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the solicitation document or in the addendum issued. Where there appears to be a conflict between the solicitation and any addendum, the last addendum issued on the matter shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation.

3. **AWARD**: The City shall award the contract to the lowest fully responsive and responsible Bidder(s); provided, that the City may award the contract to a Bidder(s) other than the lowest Bidder should it find the lowest Bidder(s) does not offer the reliability, quality of service or product afforded by such other Bidder(s).

4. **BIDDER ACKNOWLEDGEMENT**: By submitting a Bid, the Bidder certifies and/or acknowledges that he/she has full knowledge of the scope, nature, quality of product to be provided, and/or quality of work to be performed. Submission of a Bid indicates acceptance by the Bidder of the conditions contained in the Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City and the bidder selected.

5. **BIDDER EXPENSES**: The City shall not be liable for any costs incurred by Bidders or Proposers in responding to City solicitations.

6. **CONE OF SILENCE**: The City observes a cone of silence and policies for ethical and professional behavior in all advertised solicitations. Potential bidders and their agents must not communicate in any way with the City Council, City Manager, or any City Staff other than the Purchasing Manager in reference to or relation to this solicitation. This restriction is effective from the time of bid advertisement until an award is made by the City Council. The City reserves the right to reject any offer from any vendor who violates the provisions of the Cone of Silence.

7. **BID FORMS**: Solicitations downloaded from the City's website or electronic bid platform shall not contain any alterations to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.

7.1 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected.

7.2 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.

7.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.

7.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

7.5 When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

8. SUB-CONTRACTORS

8.1 Sub-Contractor Terms: The Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of the City.

8.2 Sub Contractor Agreement: All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor.

9. SPECIFICATIONS

9.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

9.2 Any manufacturer's names, trade names, brand names, information and/or catalog numbers used in any Specifications are for the purpose of describing and establishing a general standard of quality, performance and characteristics are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). The Bidder should submit with the Bid descriptive literature and/or specifications and explain in full detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.

10. DEVIATION FROM SPECIFICATION: Any deviation from Specifications must be clearly stated, explained in detail, and accepted by the City Manager in writing. Otherwise, items offered are expected to be in strict compliance with the Specifications and the successful Bidder shall be held accordingly.

11. TIME FOR CONSIDERATION: Bids shall be irrevocable after the time and date set for the opening of the Bids and for a period of ninety (90) days thereafter.

12. MODIFICATION AND WITHDRAWAL OF BIDS: Prior to the scheduled opening or due date, a Bidder may change its offer by revising its offer and resubmitting it (either paper or electronic). No changes will be accepted after the opening or due date of the solicitation. A Bid or Proposal shall be irrevocable unless the submittal is withdrawn before the opening or due date.

13. RIGHT TO REJECT:

13.1 Bidders are expected to examine the specifications and bid documents in their entirety. Failure to do so will be at the Bidder's risk. Only the City reserves the right to reject all Bids, or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the Bid documents.

13.2 If a Bidder purports to add terms or conditions to its Bid, takes exception to any provisions of the Bidding Documents, or attempts to alter the contents of the Contract Documents for the purposes of the Bid, whether in the Bid itself or in a separate communication to the City, then the City, at its sole discretion may reject those changes or deem the Bid as non-responsive.

14. **MINOR IRREGULARITIES/INFORMALITIES**: The City reserves the right to both waive any irregularities or informalities in Bids and to determine, in its sole discretion, whether or not informality is minor.

15. **CANCELLATION OF SOLICITATION**: The City reserves the right to cancel, in whole or in part, any advertised solicitation when it is in the best interest of the City. The City will be the sole judge of its best interest.

16. **REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION**: The Bidder shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to information that indicates Bidder financial resources as well as the ability to provide and maintain the goods or services requested.

17. **RESPONSIBLE VENDOR DETERMINATION**: Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible Vendor.

18. **PRE-AWARD INSPECTION**: The City may conduct a pre-award inspection of the Bidder's premises or hold a pre-award qualification inspection to determine if the Bidder can perform the requirements of the solicitation. The City may also perform this inspection during the term of the contract in order to satisfy itself on continued vendor capability and responsibility.

19. **DISPUTES:** Any provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) in Vendor's terms are rejected. All purchases and contracts with the City shall be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in the Circuit Court of Bay County, Florida.

20. **DEFAULT/FAILURE TO PERFORM**: The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the award, to furnish required documents, and/or fulfill any portion of this contract within the time stipulated. Upon default by the successful Bidder to meet any of the terms of this agreement, the City may, in its sole discretion, provide the Bidder with three (3) days' notice (weekends and holidays excluded) to remedy the default. Failure on the Bidder's part to correct the default within the required three (3) days shall result in the contract being terminated, upon the City notifying the Bidder in writing of its intentions and the effective date of the termination. The following failures shall constitute default, and this list is not exhaustive: (1) deliver the product within the time specified in the Contract or any extension, or deliver a product that is non-conforming to specifications, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, (4) abide by any statutory, regulatory, or licensing requirement, or (5) misrepresent any aspect of Vendor's bid or qualifications to bid. In the event of default, Bidder shall be responsible for all damages incurred by the City, including and without limitation, increased costs to obtain replacement goods or services, attorney's fees, and costs.

21. **DISENTANGLEMENT:** Vendor will complete the transition of any terminated work from Vendor and its subcontractors to City and/or any replacement providers the City designates (collectively, the "Replacement Provider"), without causing any interruption of or adverse impact on the work, any other services and/or services provided by Third Parties (the "Disentanglement"). Without limiting the aforementioned obligations, Vendor will:

a. Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.
b. Provide all information regarding the work that these parties will need to perform the Disentanglement.
c. Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition.

22. **LAWS AND REGULATIONS**: Vendors doing business with the City shall comply with all laws and regulations applicable to the provision of the goods or services specified in the solicitation. The Vendor shall be familiar and cognizant of all federal, state, and local laws that may affect the goods and/or services to be provided.

23. **LICENSES, PERMITS AND FEES**: The Vendor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the goods or services in the solicitation. Damages, penalties, and/or fines imposed on the City or Vendor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne entirely by the Vendor.

24. **INSURANCE**: Bidder shall at its expense maintain in force during the Term of the Agreement the insurance on policies and insurers acceptable to the City as required by the City's insurance requirements as stipulated in the solicitation. Prior to commencing any work, notwithstanding the provisions of any Notice of Award or Intent to Award issued by the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's insurance requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: RISK MANAGEMENT, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

25. **DOING BUSINESS WITH THE CITY**: Approved Vendors or successful Bidders being awarded a contract with the City must complete a Vendor Information Packet. This includes a W-9 to register the Vendor in the City's financial system for invoice processing and payment.

26. **SMALL BUSINESS AND LOCAL PREFERENCE PROGRAMS:** The City has no socio-economic or preference programs that are applicable to its procurement and contracting activities.

27. **PAYMENT TERMS**: Upon acceptance of goods or services by the City, the City shall make payment to the Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor agrees to invoice the City no later than sixty (60) calendar days after the completion of the corresponding payment condition. The City will not be obligated to make payment against any invoices submitted after such period. The City reserves the right, with justification, to partially pay any invoice submitted by the Vendor when requested to do so by the City's Department Representative. All invoices shall be directed to Accounts Payable, City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413 or via email to ap@pcbfl.gov. Invoices shall include the purchase order number or job number. Payment for invoices will be made via ACH or Virtual Credit Card only. The City is not responsible for the payment of convenience fees that may be related to ACH or Virtual Credit Card payments.

28. **TERM OF AGREEMENT**. Any agreement with an initial term and options to renew shall be deemed to automatically renew unless earlier terminated by the City. Formal written notice for renewals shall not be required. Vendor agrees to honor the terms and conditions of the bid and agreement throughout the initial term and all renewals. Price adjustments, if provided for in the agreement, shall be requested by

Vendor and subject to sole and exclusive approval by the City. Failure to agree on price increases will permit the City to cancel the agreement immediately and without further penalty at its option.

29. **LIABILITY:** All provisions that require the City to assume liability or to indemnify, defend or hold harmless the Vendor in its terms are rejected. The City does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. Neither party in any purchase or contract shall be liable for any indirect, consequential, exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill).

30. **TAX EXEMPTION**: The City is exempt from federal and state taxes. The City of Panama City Beach's tax exempt number is 85-8012646361C-4.

31. **NON-EXCLUSIVITY**: It is the intent of the City to enter into an agreement with an awarded Bidder or Proposer for the goods and/or services described in the solicitation. However, the City reserves the right, as deemed in its best interest, to perform or cause to be performed, the work and services, or any portion thereof, in any manner it sees fit, including but not limited to, award of other contracts, use of any other contractor, or perform the work with its own employees.

32. **THIRD PARTY BENEFICIARIES:** Neither Vendor nor the City intends to directly or substantially benefit a third party by an agreement for goods or services. Therefore, the parties acknowledge that there are no third-party beneficiaries and that no third party is or will be entitled to assert a right or claim against either of them based on the terms of any purchase or contract.

33. **OPTIONAL CONTRACT USE BY OTHER GOVERNMENT AGENCIES**: All Bidders submitting a response to a competitive solicitation agree that such response also constitutes a proposal to other Florida governments under the same terms and conditions, for the same price, and for the same effective period, should the Bidder feel it is in their best interest to do so.

34. **ANTI-DISCRIMINATION**: The Bidder certifies compliance with the non-discrimination clause contained in Section 202. Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin.

35. **CONFLICT OF INTEREST**: The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate, or agent which is also an officer or employee of the City or of its board or committees. Bidders must disclose the name of any officer or employee of the City who owns, directly, or indirectly, an interest of five percent (5%) or more in the Bidder's organization or any of its branches or affiliate companies. To the best of the Bidder's knowledge, there is no conflict of interest due to any other clients, contracts, or property interest for this project.

36. PAST AND CURRENT LITIGATION: If Bidder has any court judgments entered against them in the last ten years in any local, state, or federal court Bidder must submit with their response a summary and disposition of individual judgment.

37. DRUG FREE WORKPLACE: Whenever two or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. If a Bidder participates in a drug-free workplace under Section 287.087, Florida Statutes, they should indicate this within their bid response

NON-COLLUSION: By submitting a bid, each Bidder represents and warrants that its bid is genuine and not submitted in collusion, consultation, communication, or agreement with any other bidder or potential bidder for the purpose of restricting competition. Without limitation, prohibited conduct includes agreeing with any other bidder to fix or adjust prices, margins, or terms of supply.

Dividing or allocating markets, territories, customers, or contracts.
Submitting "cover" or sham bids designed to give the appearance of competition.
Exchanging confidential bid information or coordinating bidding strategies with competitors.

38. RESPONSIBILITIES AS EMPLOYER / E-VERIFY:

1. The employees of a Vendor shall be at all times its employees, and not employees or agents of the City or any of its departments. The Vendor shall provide physically and intellectually competent employees capable of performing the work required. The City may require the Vendor to remove any employee it deems unacceptable. All employees of the Vendor must wear proper identification and attire, including any necessary safety gear and equipment.

2. Bidder certifies that Vendor and its contractors and subcontractors are registered with and use the E-Verify system to verify the work authorization status of all newly hired employees, as required in Section 448.095, Florida Statues. It is the Vendor's responsibility to ensure that all its employees, contractors and subcontractors comply with the employment regulations established by the U.S. Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the Vendor. Any Vendor of the City becomes obligated to comply with the provisions of Section 448.095, Florida Statute, “Employment Eligibility”, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-contractors to provide an affidavit attesting that the sub-contractor does not employee, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of the Vendor, or if a sub-contractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Vendor, the Vendor may not be eligible for or awarded a public contract for a period of one (1) year after the date of termination and is liable for any additional costs incurred by the City as a result of the termination, as written in Section 448.095(5)(c)(3), Florida Statutes.

39. PUBLIC ENTITY CRIMES: By submission of a response to any solicitation by the City, Bidder acknowledges and agrees to the following as required in Section 287.133, Florida Statutes: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, Contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List.

40. FORCE MAJEURE: Neither the City not the Bidder shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to wars, acts of God, acts of terror, labor disputes, flood, windstorm, explosion, riots, sabotage, fire, and pandemic, provided that

prompt notice of such delay is given to the other party. The time for performance shall be extended for a period equal to the duration of the Force Majeure.

41. **CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER**: Vendor agrees that immediately before, during, and after a public emergency, disaster, hurricane, flood or other substantial loss, the City shall be on a **"first priority"** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Vendors agree to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendors shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

42. **BREACH OF CONTRACT DURING EMERGENCY RECOVERY PERIODS FOR NATURAL EMERGENCIES:** Vendor agrees that breach of any contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025 during an emergency recovery period, the Vendor must pay five thousand dollars ($5,000.00) in penalties and damages, which may be either actual and consequential damages or liquidated damages. Emergency recovery period shall mean a one (1) year period that begins on the date the Governor initially declared a state of emergency for a natural emergency.

43. **IDEMNIFICATION**: Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employee during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim.

44. **PROPRIETARY AND/OR CONFIDENTIAL INFORMATION**: Bidders or Proposers are hereby notified that all information provided to the City as part of, or in support of submittals are considered public records in compliance with Chapter 119 of Florida Statutes, popularly known as the "Public Record Law". The Bidder or Proposer should not submit any information in response to this solicitation which the Bidder or Proposer considers to be a trade secret, proprietary, or confidential. The submission of any information to the City shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Bidder or Proposer, except where the disclosure of the information is specifically protected by the law. In the event that the Bidder or Proposer submits information to the City, either inadvertently or intentionally, and clearly identifies that information as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Bidder or Proposer in writing in an effort to obtain Bidder's or Proposer's withdrawal of the confidentiality restriction, or (b) request the Bidder/Proposer submit a redacted version of the proposal by which to comply with public record requests.

45. **PUBLIC RECORDS**: Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder must in their response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. Otherwise, the City will treat all

materials received as public records once that information is determined to be available for public inspection.

If the City rejects all Bids or replies in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the solicitation, the rejects Bids or Proposals remain exempt from Section 119.07(a) and Section 24(a) for the State Constitution until such time as the City provides notice of an intended decision concerning the reissued solicitation, or until the City withdraws the reissued solicitation. A Bid or Proposal is not exempt for longer than 12 months after the initial agency notice rejecting all Bids or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Bidder shall comply with Florida's Public Records law. Specifically, the Bidder, shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Bidder or keep and maintain public records required by the public agency to perform the service. If the Bidder transfers all public records to the public agency upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon the completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Bidder to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause of immediate termination of the Agreement.

If the Bidder has questions regarding the application of Chapter 119 Florida Statutes, to the Bidder's duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or CityClerk@pcbfl.gov.

43. **ACCESSIBILITY:** Any information, records, data or documentation provided by the Vendor that is made available to the City or to the public shall be provided in a format compliant with ADA accessibility standards. For purposes of this requirement, ADA accessibility standards shall mean the world wide web consortium (w3c) wcag 2.1 AA accessibility guidelines.

44. **PROTEST PROCESS**: In any competitive solicitation, no later than the business day following the day approval is granted, the Purchasing Department will electronically notify a representative of each respondent of the award decision. Approval by the awarding authority does not constitute formation of a contract.

After notification of the award decision, any party with standing may challenge the decision by initiating an action in the Circuit Court of Bay County against the City. If a party intends to initiate such an action, it must electronically notify the Purchasing Manager and the City Attorney no later than one business day after notice of the awarding authority's decision. If no such notice is received by the City, the City may proceed to execute a contract to formalize the award decision. If the City does receive notice of

intent to challenge the decision, the City will stay the contracting process, unless the City Manager determines that the contract must proceed without delay to protect substantial interests of the City. If a party notifies the City of its intent to challenge a decision under this subsection, it must file its challenge within fourteen (14) business days after providing its notice. If the party fails to file its action within this period, the City may proceed with the contracting process. If the party files its action, the court will uphold the City's decision unless the court determines that the awarding authority did not act in good faith and the challenger demonstrates illegality, fraud, oppression or misconduct by the City or anyone acting on the City's behalf.

No action other than an award decision can be protested, including (i) requests for quotations or request for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount.

45. TERMINATION OF CONTRACT

1. City Termination for Cause – Purchases and contracts may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor/Vendor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work; (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it seems expedient.

2. City Termination for Convenience – Notwithstanding any other provision hereof, the City may at any time terminate an ongoing contract or any Work issued under it, in whole or in part, without cause, upon thirty (30) days advanced written notice to Vendor. In such event, Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the Vendor, which shall become City property. Upon receipt of notice, Vendor shall discontinue Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Vendor may not claim any compensation not specifically provided herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; future expenses, or any additional claims of subcontractors and vendors.

46. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO THE USE OF FEDERAL FUNDING: If the goods or services to be acquired are purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which address Affirmative Action requirements for disabled workers, is incorporated into the solicitation and resultant agreement by reference.

47. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES; DENIAL OF ECONOMIC BENEFITS: Pursuant to Section 287.137, Florda Statutes, effective July 1, 2021 a person or affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being

held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. A finding that a person or affiliate was on the antitrust violator vendor list prior to entering an agreement will be cause to terminate the agreement at the option of the City.

48. **SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473:** Vendor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Vendor/Contractor has falsely certified the facts under this paragraph or if a Vendor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of the agreement, City will have all rights and remedies to terminate the agreement consistent with Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the City must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicholas Maduro, or the Syrian Arab Republic, unless the Vendor provides the City with an affidavit signed by an authorized representative of the Vendor, under penalty of perjury, attesting that the Vendor does not meet any of the above criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended.

    Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Vendor provides the City with an affidavit signed by an authorized representative of the Vendor, under penalty of perjury, attesting that the Vendor does not meet any of the above criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of the Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

49. **DISCRIMINATORY VENDOR LIST:** Vendor acknowledges its continuous duty to disclose to the City if the Vendor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "[A]n entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

50. **LABOR HARMONY:** Vendor agrees that all labor employed by Vendor, its agents or subcontractors for work on City property must be in harmony will all other labor being used by City or other contractors working on City's property. Vendor agrees to give City immediate notice of any threatened or actual dispute and will provide assistance as determined necessary by City to resolve any such dispute. Vendor, its agents or subcontractors, will remove from City's property any person objected to by the City in association with the work.

51. **JOB SITE SAFETY:** Vendors shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Vendors failure to thoroughly familiarize themselves with the aforementioned safety provisions shall not relive them from compliance with the obligations and penalties set forth therein.

    The City reserves the right, but is not obligated to make, safety inspections at any time the Vendor is on City property and to ensure safety rules are not being violated.

52. **OCCUPATIONAL HEALTH AND SAFETY:** In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are delivered from a contract resulting from a Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:
    a. The chemical name and the common name of the toxic substance.
    b. The hazards or other risks in the use of the toxic substance, including:
        i. The potential for fire, explosion, corrosiveness, and reactivity;
        ii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
        iii. The primary routes of entry and symptoms of overexposure.
    c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
    d. The emergency procedure for spill, fire, disposal, and first aid.
    e. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
    f. The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

    ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

53. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Vendors represent and certify that they and their applicable subcontractors do not and will not use any equipment, system or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system, as such terms are used in 48 CFR 52.204-24 through 52.204-26. By submitting a proposal or quote hereunder, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of the agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Vendor must promptly report the information in 40 CFR 52.204-25(d)(2) to City.

54. **BACKGROUND CHECKS:** To ensure the safety and security of City facilities, protect sensitive information, and maintain the integrity of city operations, the City requires all vendors to conduct thorough background checks on employees who will be working in safety-sensitive areas or who will have access to sensitive and protected information. This requirement applies to all vendors providing

services to the City whose employees will work in areas designated as safety-sensitive; have access to sensitive and protected information, including but not limited to personal data, financial records, and proprietary information; or require building access to restricted areas of City facilities. “Safety-Sensitive Areas” are areas where operations or activities could pose a risk to health, safety, or security, including but not limited to emergency services, utilities, and public safety facilities. “Sensitive Information” is any data that is confidential, protected by law, or could harm the City or its residents if disclosed.

Vendors must conduct background checks on all employees assigned to work in safety-sensitive areas or who will have access to sensitive information. Background checks must include, at a minimum, criminal history checks for five years prior to employment and verification of professional licenses or certifications (if applicable). A background check will be considered current if it was conducted within the twelve months prior to the individual being assigned to campus.

Vendors must comply with all federal, state, and local laws regarding background checks, including the Fair Credit Reporting Act (FCRA) and any applicable equal employment opportunity laws. Vendors must inform employees that a background check will be conducted and obtain necessary consent. Vendors are required to maintain documentation of all background checks for a minimum of three years. This documentation must be made available for review by the City upon request.

Vendors must not supply employees or independent contractors to perform work for the City who have any convictions for Disqualifying Criminal Offenses, including:

a. Violent crimes including, but not limited to, murder, manslaughter, kidnapping, arson, assault (or threat thereof), battery (or threat thereof), and domestic violence.
b. Financial crimes including, but not limited to, fraud, forgery, counterfeiting, embezzlement, and tax evasion.
c. Theft crimes including, but not limited to, larceny, burglary, robbery, extortions, false pretenses, false representation, retail fraud and conversion.
d. Sex crimes including, but not limited to, rape, sexual abuse, criminal sexual conduct, or prostitution.
e. Cruelty or torture.
f. Abuse or neglect.
g. Felony involving the use of a firearm or dangerous weapon.
h. Crimes involving state, federal or local government assistance programs.
i. Felony drug crimes including delivery and manufacturing.

Failure to comply with this policy may result in corrective actions, including but not limited to suspension or termination of the vendor’s contract with the City.

55. **FEDERAL SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**: The following federal supplemental conditions and contract provisions are included to comply with applicable requirements of 2 C.F.R Part 200 (Uniform Guidelines) and other federal regulations governing contracts funded in whole or in part by federal awards. These provisions are incorporated to ensure compliance when federal funding applies.

These provisions may or may not apply to the Bidder or the resulting contract. Determination of applicability will be made by the awarding non-federal entity and/or the federal awarding agency.

Bidders are responsible for reviewing the following provisions and ensuring compliance when required. Where applicable, compliance with these provisions is mandatory and the Bidder certifies to following each guideline and requirement.

1. FEDERAL FUNDING

When property or services are procured by the City using a Federal grant or agreement for funds, or such procurement has the possibility of using such funds, whether direct to the City or “pass-through” from another entity, the City is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Sections 200.213 and 200.317 through 200.326.

2. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor, also known as the Vendor in this Bid, agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. ACCESS TO RECORDS

The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Panama City Beach and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4. PURPOSE

The requirements under this solicitation may be funded in whole or in part with federal funds and as such, is subject to federal requirements including, but not limited to, those set forth in 2 C.F.R. Part 200, Appendix II and as otherwise may be listed herein.

5. SUBCONTRACTS

The selected firm must require compliance with all federal requirements listed below of all subcontractors performing work the value of which is in excess of $10,000, by including these federal requirements in all contracts with subcontractors.

6. CONFLICT OF INTEREST – See Terms and Conditions

7. APPLICABLE FEDERAL REQUIREMENTS – 2 C.F.R Part 200, APPENDIX II

Remedies. Unless otherwise provided by the Contract, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to the contract between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Circuit Court in and for Bay County, Florida.

8. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the Contractor and City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708)

Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages: The City of Panama City Beach shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

10. SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

12. RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

13. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

14 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

16. FRAUD and FALSE OR FRAUDULENT OR RELATED ACT

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors actions pertaining to this solicitation.

17. OTHER REMEDIES AND RIGHTS

Pursuing any of the above remedies will not keep the City from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the City waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the Contractor.

18 EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY) – See Terms and Conditions

19 TERMINATION FOR CAUSE AND/OR CONVENIENCE – See Terms and Conditions

20 ENERGY POLICY AND CONSERVATION ACT

Contractor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

21 REMEDIES

In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the City may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendars days, exercise any one or more of the following remedies, either concurrently or consecutively:

• Withhold or suspend payment of all or any part of a request for payment.

• Require that the Contractor refund to the City any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

Exercise any corrective or remedial actions, to include but not be limited to:

• Requesting additional information from the Contractor to determine the reasons for or the extent of non- compliance or lack of performance;

• Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

• Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or

• Requiring the Contractor to reimburse the City for the amount of costs incurred for any items determined to be ineligible.

23 COPELAND "ANTI-KICKBACK" ACT

22.403–2 Copeland Act - The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each Contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12

24. REGULATIONS GOVERNING CONTRACTORS AND SUBCONTRACTORS

In general, the Secretary of Labor shall prescribe reasonable regulations for Contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal

Government. The regulations shall include a provision that each Contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

25 DAVIS-BACON ACT

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

End of Supplemental Conditions

NOTICE OF AWARD

TO: _____

_____

_____

PCB26-18 ITB PARKS TURF CHEMICALS AND MAINTENANCE SERVICES

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Products and Services in response to its Advertisement for Bids dated _____ _____, 20___, and associated Information for Bidders.

You are hereby notified that your bid proposal has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute this Notice of Award and the Agreement.

If you fail to execute this Notice and said Agreement within ten (10) calendar days from the date of this Notice, and provide Certificates of Insurance meeting the insurance requirements of the BID, the City will be entitled to consider your rights arising out of the City's acceptance of your BID abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance, within the noted ten (10) calendar day period.

Dated this _____ day of _____, 20 _____.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

CITY OF PANAMA CITY BEACH
Owner

By _____

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By_____

This the _____day of _____, 20___.

Name_____

Title_____

[END OF NOTICE OF AWARD]

AGREEMENT

THIS AGREEMENT for TURF CHEMICALS AND MAINTENANCE SERVICES is made and entered into by and between the **CITY OF PANAMA CITY BEACH, FLORIDA,** a municipal corporation ("City") and _____ for ITB PCB 26-18.

PREMISES

1. **SCOPE OF WORK**
   Contractor will provide all necessary labor, supervision, equipment, and materials for the supply and delivery of water and turf chemicals and maintenance services, as more particularly described in the Scope of Work listed in Invitation to Bid Number **PCB26-18** ("the Bid"). Contractor understands that this contract is non-exclusive. Orders will be placed in priority of lowest price, availability of product, and delivery/service time as set forth in the Bid.

2. **COMPENSATION**
   As compensation for the services and products contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor for satisfactorily inspected and delivered products and services at the prices set forth in Contractor's Bid Proposal Form submitted as part of the Bid.

3. **PAYMENT**
   Contractor will invoice the City for payment in accordance with the Contractor's standard business practices. Invoices shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, or via email at ap@pcbfl.gov. Payment for invoices shall be made via ACH or Virtual Credit Card only. The City is not responsible for any convenience fees related to ACH or VCard payments.

4. **TERM**
   Unless terminated sooner pursuant to the City's Standard Terms and Conditions, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award and be valid for a period of one (1) year with two (2) one-year automatic renewals. All terms, conditions and specifications will remain the same on renewal.

5. **PRICE ADJUSTMENTS**

   A. Increases – Contractor's Unit Prices will remain fixed for one year. Thereafter, Contractor may request a price increase adjustment no more than two times in a contract term. In the event Contractor desires to increase price, City must be notified immediately. Price increases must be approved by City and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by Producer Price Index (PPI) or manufacturer documentation and justification. Contractor must honor previous prices for thirty (30) days after approval and written

notification from City. It is the Contractor's responsibility to keep all pricing up to date and on file with City. All price changes must be provided to City using the same format as was provided and accepted in the Contractor's Bid Proposal.

B. Reductions – Price reductions may be offered at any time during Contract. City may request a price reduction, which Contractor shall permit, when such a request is supported by Producer Price Index.

6. COMPLIANCE WITH LAWS

Contractor shall be responsible for knowing and applying all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affects the work, or which in any way affects the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Contractor shall protect and indemnify the City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during term of the contract.

7. INSURANCE AND INDEMNIFICATION

Contractor shall at its own expense maintain in force during the term of the contract the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached to the Bid as Exhibit "A".

i. Within ten (10) calendar days of the date of the Award, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance requirements in order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: RISK MANAGEMENT DIRECTOR, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

ii. Regardless of the coverage provided by any insurance, Contractor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of Contractor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly

cause notice of the claim to be delivered to Contractor. The covenants contained in this paragraph shall survive the termination of this Agreement.

8. ATTORNEY'S FEES

In the event of any litigation hereunder, the prevailing party shall recover its attorney's fees and court costs from the non-prevailing party at all trial and appellate levels and at any mediation or arbitration.

9. TIME

Time is of the essence in this Agreement.

10. FORCE MAJEURE

Contractor's failure or inability to perform the stated scope of work at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

11. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

13. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement.

14. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Drew Whitman

Title/Position: City Manager

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

Phone: 850-233-5100

B. As to Contractor:

Contract Representative: _____

Title/Position: _____

Email Address: _____

Mailing Address: _____

Phone: _____

15. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among the parties.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by reference:

Advertisement for Bids
Information for Bidders
Scope of Work/Specifications
Bid Proposal Form
Affidavit regarding Use of Coercion for Labor and Services and Concerning Foreign Countries of Concern
Terms and Conditions
Notice of Award
Agreement
Exhibit A – Insurance Requirements
Any Additional Exhibits or Appendices

ADDENDA (S)

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

IN WITNESS WHEREOF, the parties signed this Agreement on the dates set forth below. This Agreement shall take effect when fully executed by both parties.

Signed in the presence of: Contractor

Witness 1: _____

(Print Name): _____ By: _____
Contractor

Witness 2: _____

(Print Name): _____ Date: _____

THE CITY OF PANAMA CITY BEACH, FLORIDA,
a municipal corporation

By: _____
Drew Whitman, City Manager

Date: _____

ATTEST:

_____
City Clerk