



REQUEST FOR QUALIFICATIONS
PCB26-27 RFQ TOWING SERVICES

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

Date of Issue: January 20, 2026
Responses Due: February 19, 2026

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NOTICE TO PROPOSERS

The City of Panama City Beach is accepting electronic (e-submission) and sealed Statements of Qualifications from qualified Contractors for towing services as requested by the City of Panama City Beach, Florida.

The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

A non-mandatory Pre-Proposal meeting will be held **January 29, 2026, at 1:00 PM 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. Interested parties must contact the Purchasing Manager at least 24 hours in advance to request virtual meeting access.

Statements of Qualifications (SOQ) will be received by the Purchasing Manager located at 17007 Panama City Beach Parkway, Panama City Beach, FL 32413 until **1:00 PM CDT on February 19, 2026**. Paper and electronic submittals will be publicly opened, and receipt acknowledged immediately thereafter. The qualifications and other information should be submitted in strict compliance with the directives provided in the RFQ. The City is under no obligation, either express or implied, to reimburse responding firms for any expenses associated with preparation and submittal of the Statement of Qualifications in response to this request.

Submittal Documents may be downloaded online at www.demandstar.com or at the City's website at <https://www.pcbfl.gov/about-us/ads-bids-and-rfq-postings> starting on **January 20, 2026**.

- Electronic Bids will only be accepted when submitted through DemandStar's bid portal. Emailed submissions will not be accepted.
- Alternatively, one original, along with a USB flash drive is to be delivered to the City Hall Office at the address below. Any sealed bid submitted on paper must identify and clearly mark the bid # **PCB26-27 RFQ TOWING SERVICES** on the package. Receipt of a bid by any Panama City Beach Office, or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The City Hall's time stamp shall be conclusive as to the timeliness of receipt.

All paper submittals 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, FL 32413**

The City reserves the right to accept or reject any or all Submittals (in whole or in part) with or without cause and to waive technicalities, irregularities, or informalities, to obtain new Submittals, or to postpone the opening of Submittals, or if unable to negotiate a satisfactory contract, to terminate all negotiations under the RFQ and proceed by whatever means it may elect. Embedded links within proposals are not permitted.

The City's Standard Terms and Conditions are included with this solicitation and provisions applicable to the bidding process and selection to apply to this solicitation. However, a satisfactory agreement will be negotiated with the winning service provider after ranking and recommendation to the City Council and therefore any provisions regarding the substantive performance and/or contract terms are subject to future negotiation between the City and winning service provider.

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The City shall enter into a Master Services Agreement deemed to be in the best interest of the City. **Each SOQ shall be valid for a period of ninety (90) days after opening.** The City shall retain all SOQs and may use any ideas in an SOQ regardless of whether that provider is selected.

PROPOSERS must submit all questions, if any, in writing prior to the opening date. The due date for questions will be **12:00PM CDT (NOON) on February 11, 2026.** 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 proposer to determine if any addenda have been issued.

All questions regarding the solicitation 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 solicitation or the meaning or interpretation of these specifications shall be grounds for disqualification.

SOLICITATION TIMELINE:

Listed below are specific and estimated dates and times of actions related to this RFQ. The milestones with specific dates must be completed as indicated unless otherwise changed. If it is necessary to change any of the specific dates and times, an addendum to this RFQ will be issued.

EVENT	TIME	DATE
Solicitation Release Date	XXX	January 20, 2026
Optional Pre-Proposal Conference	1:00PM CDT	January 29, 2026
Questions from Proposers to warrant a response/Addendum	12:00PM CDT	February 11, 2026
Final Addendum Release	4:00PM CDT	February 12, 2026
Proposals – Deadline & Opening	1:00PM CDT	February 19, 2026
Review Committee Ranking – Public Meeting	10:00AM CDT	February 25, 2026
Estimated Ranking Recommendation to City Council and Authorization to Negotiate	XXX	March 12, 2026
Contract Negotiations	To Be Determined	March 2026
Estimated Approval and Execution of Master Services Agreement	To Be Determined	March – April 2026

The City of Panama City Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to the bid opening by an individual with a disability upon notice 48 hours prior to the meeting. Please call City Clerk, Lynne Fasone, at 850-233-5100 or email at CityClerk@pcbfl.gov to make a request.

In the event of any conflict between this RFQ and the City’s Standard Terms and Conditions, this RFQ shall prevail. 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.

The City of Panama City Beach is an Equal Opportunity Employer.

SCOPE OF SERVICES

The intent of this Request for Qualifications (RFQ) is to find and secure an agreement with an experienced towing, recovery, and vehicle/vessel storage service provider(s) to support the City of Panama City Beach (“City”) in a range of towing needs, including police-initiated tows of privately owned vehicles/vessels and towing of City-owned vehicles/vessels, equipment, and other City assets.

Services may be requested by any Panama City Beach Police Department (PCBPD) officer/dispatcher and/or an authorized City representative under the authority of the Code of Ordinances of the City of Panama City Beach, the Standard Operating Procedures of the Panama City Beach Police Department, and Florida Statutes, within the corporate limits of the City and on any right of way under the City’s jurisdiction (and other locations as authorized by the City).

SERVICE CATEGORIES AND PAYMENT RESPONSIBILITY

Since the City’s towing program includes multiple service scenarios, proposers shall understand and comply with the payment requirements for each category. No pricing is solicited or evaluated under this RFQ. All rates, fees, and charges assessed for any towing, recovery, transport, storage, or related services performed under this RFQ and any resulting agreement—regardless of whether paid by the vehicle/vessel owner or paid by the City—shall conform to Section 22-71, Panama City Beach Code of Ordinances, as amended.

A. Police-initiated tow to Contractor impound/storage facility (Owner-Paid). PCBPD may direct the Contractor to tow a privately owned vehicle or vessel to the Contractor’s impound/storage facility. In this scenario, the vehicle/vessel owner (or authorized representative) pays the Contractor directly. The City does not pay the Contractor for these services.

B. Police-initiated tow to City/PCBPD impound lot or other City-designated secure location (City-Paid tow services). PCBPD may direct the Contractor to tow a privately owned vehicle or vessel to the City’s/PCBPD’s impound lot or other City-designated secure location. In this scenario, the City will pay the Contractor for towing/recovery/transport services. The City (not the Contractor) will charge the vehicle/vessel owner for retrieval costs from the City impound lot in accordance with applicable law and City policy.

C. City fleet tow (City-Paid). City-owned vehicles, vessels, equipment, and other City assets may require towing due to breakdown, disablement, or operational needs. In this scenario, the City will pay the Contractor for towing and related services requested by the City.

D. Other City-requested towing/recovery/transport services (City-Paid unless otherwise directed). The City and/or PCBPD may request additional towing, recovery, transport, relocation, standby, or related services not specifically described above as needed to support City operations or public safety. Unless the City/PCBPD expressly directs that another party is responsible for payment, the City will pay the Contractor for such authorized services.

TECHNICAL AND OPERATIONAL REQUIREMENTS

- I. **QUALIFICATIONS** - The Proposer must possess and maintain all applicable federal, state, county, and municipal licenses, permits, certifications, and approvals required to lawfully conduct the services described herein and must be in good standing with all applicable regulatory authorities at the time of SOQ submission and throughout the term of any resulting contract. The Proposer shall have been actively engaged in the performance of similar services for a minimum of three (3) consecutive years immediately preceding the date of SOQ submission.

- II. **RESPONSE TIME** – The Proposer shall be available twenty-four (24) hours per day, seven (7) days per week, and shall respond to requests from the City or the Panama City Beach Police Department (PCBPD) by arriving on scene within twenty (20) minutes of notification, regardless of the time of day or night, with all personnel and equipment necessary to perform the required services.

The Proposer shall not hook up to, move, tow, relocate, or otherwise disturb any vehicle, trailer, vessel, or other conveyance at the scene without prior authorization and direct instruction from a Panama City Beach Police Department (PCBPD) officer or other City employee.

- III. **PROPOSER PERSONNEL** - The Proposer shall provide and maintain sufficient qualified personnel to operate all equipment and to staff office facilities as necessary to perform the required services in accordance with the specifications herein. The Proposer shall maintain a current State of Florida Department of Motor Vehicles driving record for each driver, which shall be reviewed and updated at least annually and made available to the City upon request.

Each wrecker shall be operated only by a driver who meets the following minimum qualifications:

- A. Possess and maintain a valid driver license issued in accordance with Chapter 322, Florida Statutes, appropriate for the class of vehicle being operated.
- B. Demonstrate familiarity with the street system, traffic patterns, and geographic layout of the City.
- C. Meet the physical and functional qualifications necessary to safely perform the normal duties of a tow operator and demonstrate knowledge of proper wrecker operation.
- D. Wear a clearly identifiable company uniform while on duty and comply with all applicable wrecker and towing procedures as set forth in Panama City Beach Police Department Policy 4.33.2, as amended (attached).
- E. Have documented training and experience in specialized recovery services, including heavy-duty wrecker and recovery operations, and hazardous materials awareness.
- F. Possess working knowledge of Traffic Incident Management (TIM), including

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the Florida “Open Roads” policy and the “Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids,” as applicable.

G. The Proposer acknowledges and agrees that, except as otherwise prohibited by law, the owner(s) of the business or officers of a corporation shall be fully responsible for the acts, omissions, and conduct of their employees while performing services under any resulting contract.

- IV. **EQUIPMENT REQUIREMENTS** – The Proposer shall provide, at a minimum, the number of wreckers in each classification as specified herein. If additional wreckers or equipment in any or all classifications are required to meet service demand or response requirements, the Proposer shall furnish such additional resources at no cost to the City. The Proposer agrees to maintain, at all times, a sufficient fleet of tow trucks and related equipment necessary to fully perform the total service requirements of this RFQ.

All equipment shall be modern, commercially manufactured, properly licensed, and maintained in safe, operable, and good mechanical condition. The City reserves the right to inspect equipment at any time to verify compliance.

No towing vehicle operated by the Proposer shall be used or represented as an emergency vehicle, nor shall any towing vehicle be equipped with emergency vehicle lighting or devices except as expressly authorized by law.

All towing vehicles shall be equipped with a reliable two-way communication system (excluding CB radios) or a cellular telephone capable of providing continuous communication throughout all assigned service areas.

The Proposer shall have full control and total availability of all equipment listed below in his/her inventory:

1. Class “A” Wrecker Requirements

Minimum Quantity Required: Two (2), including flatbed/slide-back carriers

Class “A” wreckers shall be used for the removal and towing of passenger cars, light trucks, and other vehicles with a gross vehicle weight (GVW) of ten thousand (10,000) pounds or less and shall meet or exceed the following minimum specifications:

1. Each Class “A” wrecker shall consist of a truck chassis with a manufacturer’s rated capacity of at least ten thousand (10,000) pounds GVW and be equipped with a boom and winch having a manufacturer’s rated capacity of not less than four (4) tons. Roll-back or slide-back carriers may be used in lieu of a conventional wrecker, provided all applicable requirements are met.
2. Each wrecker shall be equipped with a minimum of one hundred (100) feet of three-eighths inch (3/8”) steel cable.
3. Vehicles equipped with wheel-lift systems or equivalent devices may

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qualify as Class “A” wreckers, provided they are also equipped with a boom and meet all other applicable requirements. Wheel-lift systems shall have a minimum rated lifting capacity of three thousand (3,000) pounds and shall utilize approved wheel safety straps when vehicles are lifted by the wheels only.

4. Class “A” roll-back or slide-back wreckers shall, at a minimum:
 - Be mounted on a one (1) ton truck chassis;
 - Have a minimum sixteen (16) foot bed with dual rear wheels;
 - Be equipped with at least one (1) winch with a minimum rated capacity of eight thousand (8,000) pounds;
 - Have a minimum of fifty (50) feet of three-eighths inch (3/8") steel cable;
 - Be equipped with a minimum of two (2) rear-mounted spot or flood lights; and
 - Carry at least two (2) safety tie-down chains, each a minimum of ten (10) feet in length.

2. Class “B” Wrecker Requirements

Minimum Quantity Required: Two (2)

Class “B” wreckers shall be used for the removal and towing of medium-duty trucks and other vehicles with a gross vehicle weight (GVW) of twenty thousand (20,000) pounds or less and shall meet or exceed the following minimum specifications:

1. Each Class “B” wrecker shall consist of a truck chassis with a manufacturer’s rated capacity of at least twenty thousand (20,000) pounds GVW and be equipped with a boom and twin winches mounted on the chassis. Each winch shall have a manufacturer’s rated capacity of not less than ten (10) tons.
2. Each winch drum shall be equipped with a minimum of one-half inch (1/2") steel cable.
3. Each wrecker shall be equipped with flood or work lights mounted on or near the hoist to provide adequate illumination during nighttime or low-visibility operations.
4. Each wrecker shall be equipped with dual rear wheels.

3. Class “C” Wrecker Requirements

Minimum Quantity Required: Two (2)

Class “C” wreckers shall be used for the removal and towing of heavy-duty trucks, house trailers, buses, or other vehicles with a gross vehicle weight (GVW) over twenty thousand (20,000) pounds and shall meet or exceed the following minimum specifications:

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1. Each Class "C" wrecker shall consist of a truck chassis with a manufacturer's rated capacity of at least thirty thousand (30,000) pounds GVW, or fifty thousand (50,000) pounds GVW for tandem-axle trucks. Each wrecker shall be equipped with a boom and twin winches mounted on the chassis, each winch having a manufacturer's rated capacity of not less than twenty-five (25) tons.
2. Each winch drum shall be equipped with a minimum of two hundred (200) feet of five-eighths inch (5/8") steel cable.
3. Each wrecker shall have air brakes designed to automatically lock the rear wheels in the event of brake failure.
4. Each wrecker shall include external air hook-up hoses to supply air to disabled vehicles when required.
5. Each wrecker shall carry at least one (1) set of scotch blocks for wheel stabilization or have hydraulic rear-extendable scotch blocks.
6. Each wrecker shall be equipped with flood or work lights mounted on or near the hoist to provide adequate illumination for nighttime or low-visibility operations.

4. Class "A" Off Road Wrecker Requirements

Minimum Quantity Required: One (1)

Class "A" Off-Road wreckers shall be used for the recovery and towing of vehicles in off-road, difficult terrain, or otherwise inaccessible locations and shall meet or exceed the following minimum specifications:

1. Each wrecker shall be four-wheel drive (4WD) and have a minimum gross vehicle weight (GVW) rating of 14,500 pounds. The wrecker shall be equipped with a boom having a minimum rated capacity of 16,000 pounds and a winch with a minimum rated capacity of 8,000 pounds.
2. Each wrecker shall be equipped with a minimum of one hundred (100) feet of three-eighths inch (3/8") steel cable on the winch drum.
3. The wheel-lift system shall have a minimum rated capacity of 5,000 pounds when retracted and 4,000 pounds when extended.
4. The tow sling shall have a minimum safe lift rating of 3,500 pounds.
5. Each wrecker shall carry a minimum of two (2) safety chains, each five-sixteenths inch (5/16") Grade 70, for secure vehicle stabilization during recovery operations.

5. Special Equipment

1. Equipment such as lowboy trailers, air cushions, or major street clean-up equipment is not required to be part of the Proposer's inventory. However, the Proposer must demonstrate, to the satisfaction of the City, that such

equipment is immediately available when required.

2. **50-Ton Hydraulic or Rotator Towing/Recovery Vehicle:**

- One (1) company-owned or leased 50-ton hydraulic, extendable, fixed-boom towing/recovery vehicle with a minimum boom structural rating of 100,000 pounds, or a rotator-type towing/recovery vehicle with equal or greater capacity.
- Must be equipped with at least two (2) planetary winches rated at 50,000 pounds each with a minimum of 200 feet of ¾ inch cable per winch.
- The boom shall extend at least 150 inches beyond the tailgate and elevate to a working height of 21 feet.
- Truck chassis shall have a minimum GVW of 62,000 pounds and be designed or reinforced for severe service.
- Equipped with an under-reach tow unit rated at 50,000 pounds.
- Drive line must be designed for severe service and geared for low-end, high-torque applications required for rapid clearance and recovery of heavily loaded or overturned vehicles.

3. **35-Ton Rotator or Extendable Boom Towing/Recovery Vehicle:**

- One (1) company-owned or leased 35-ton capacity rotator or extendable boom towing/recovery vehicle with a capacity equal to or greater than 35 tons.
- Proposer may request substitution of a mobile crane, provided it has a minimum 35-ton capacity, is equipped for truck crash recovery with appropriate tools and rigging, and is operated by a valid OSHA-certified crane operator.
- The City reserves the right to approve or reject any substitution request.

4. **Support Vehicle:**

- One (1) company-owned or leased support vehicle with an enclosed or utility body, equipped with a roof-mounted, DOT-approved, Manual Uniform Traffic Control Device (MUTCD) Type B arrow board.
- The vehicle shall be stocked with MUTCD devices and all additional tools, equipment, and materials necessary to perform the full scope of service requirements.

5. **Heavy-Duty Skid Steer Loader:**

- One (1) company-owned or leased skid steer loader with bucket, broom, and fork attachments, capable of loading dump trucks.

6. **Tandem-Axle Tractor:**

- One (1) company-owned or leased tandem-axle tractor with a sliding 5th wheel.

V. **MISCELLANEOUS REQUIREMENTS/EQUIPMENT** – All towing/recovery vehicles, regardless of class, shall be equipped with the following minimum items and features:

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- A. A cradle, tow plate, or tow sling suitable for vehicle recovery, equipped with safety chains and constructed to prevent damage to the vehicle being towed.
- B. Dual rear wheels.
- C. Clearance, marker, and all other lighting or equipment required by Florida Statutes.
- D. A rotor beam or strobe-type light, amber in color, mounted to be visible from the front, rear, and both sides. The amber light shall be engaged at all times while on-scene and during vehicle transport from the scene.
- E. At least one (1) heavy-duty push broom with a minimum width of 24 inches per vehicle.
- F. One (1) square shovel per vehicle.
- G. One (1) long-handled axe per vehicle.
- H. One (1) crowbar or pry bar per vehicle.
- I. A minimum of one (1) four-pound (4 lb.) CO₂ or dry-chemical fire extinguisher of an approved type, with a current inspection tag attached.
- J. One (1) pair of bolt cutters per vehicle.
- K. One (1) set of jumper cables per vehicle.
- L. A minimum of one (1) four-way lug wrench per vehicle.
- M. At least one (1) charged flashlight per vehicle.
- N. A minimum of five (5) thirty-minute fuses (flares) per vehicle.
- O. One (1) snatch block for each winch, rated to match the manufacturer's winch capacity.
- P. Extra towing chain, 6–8 feet in length with hooks, on each vehicle.
- Q. Vehicle dollies as required for vehicle recovery.
- R. Flood or work lights mounted on the hoist.
- S. A wheel lift capable of transporting all types of vehicles without causing damage.
- T. Fifty (50) pounds of sand or suitable equivalent per vehicle.

VI. **TOW TRUCK MARKINGS –**

1. All vehicles, buildings, and correspondence shall not display any markings or statements that indicate or suggest an official relationship with the Panama City Beach Police Department.
2. All vehicles shall display the Proposer's name, address, and telephone number as required by Section 713.78(6), Florida Statutes.
3. All markings must be clearly visible and maintained in good condition throughout the term of any resulting contract.

VII. **RESPONSE VEHICLE AVAILABILITY:**

1. The Proposer shall maintain a minimum of two (2) tow/recovery vehicles available at all times, capable of responding to a service request within twenty (20) minutes of notice.
2. This requirement applies on a twenty-four (24) hour per day, seven (7) days per

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week basis.

RATES / CHARGES (ALL CATEGORIES) – All rates, fees, and charges for towing, recovery, transport, storage, and related services performed under this RFQ and any resulting agreement—regardless of whether paid by the vehicle/vessel owner or paid by the City—shall conform to the rates/maximums and billing requirements established in the City of Panama City Beach Code of Ordinances, Section 22-71, as amended. The Contractor shall not assess any fee, surcharge, or charge not authorized by Section 22-71. For Category B services, the Contractor shall not charge or collect towing/recovery/transport fees from the owner.

STORAGE FACILITY REQUIREMENTS (CATEGORY A) – The Proposer shall maintain one or more storage facilities, which may include both enclosed garages and outside storage areas, for the secure storage of vehicles/vessels towed under Category A services.

All storage facilities shall:

1. Comply with all applicable building, zoning, and environmental regulations.
2. Be adequate to safely store all vehicles until they are claimed by the owner or otherwise disposed of in accordance with applicable law.
3. Be operated in accordance with Panama City Beach Police Department Policy 4.33.2 (attached).
4. Ensure security measures and organization sufficient to prevent damage, theft, or unauthorized access to stored vehicles.

The Proposer shall be responsible for maintaining the storage facilities in a safe, clean, and orderly condition at all times.

VIII. AGREEMENT TO ABIDE WITH PCBPD POLICY REGARDING PRIVATE TOWING – The Proposer shall comply with the PCBPD policy concerning vehicles at the scene of an accident that are not impounded by the Police Department and require towing by a wrecker.

1. Any qualified wrecker company requested by a citizen may be called to the scene by a Police Officer through the police dispatcher.
2. The PCBPD reserves the right to call the Proposer's wrecker to the scene if the Officer determines that:
 - The vehicle is, or is likely to become, an obstruction or hazard; and
 - Removal of the vehicle is necessary to protect the health, safety, and welfare of the public without undue delay.
3. If the citizen does not express a preference for a towing service, the Proposer's wrecker shall be summoned to the scene.

SUBMITTAL RESPONSES

Any Company desiring consideration is required to submit a Statement of Qualifications (SOQ). The SOQ must include sufficient information to enable the City to evaluate the ability of the Company to comply with the Scope of Services.

PRICING / RATES: This is a Request for Qualifications (RFQ); pricing is not requested or evaluated. All rates, fees, and charges for towing, recovery, storage, and related services—whether billed to a vehicle/vessel owner or billed to the City—shall conform to Section 22-71, Panama City Beach Code of Ordinances, as amended.

FORMAT: All submissions **MUST** include a cover page referencing the RFQ title, Proposer's name, address, contact name, phone number, email address, and submission date. Additionally, a table of contents, providing clear identification of the material by section and page number.

All submittals not submitted via DemandStar are to be on 8 1/2" x 11" paper or, if larger documents are required, they are to be folded to 8 1/2" x 11" size. SOQs should be stapled together or bound with comb binding. SOQs submitted in 3 ring binders will not be accepted. Proposer shall submit one (1) original and one (1) USB copy containing the original electronic SOQ to:

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

Statement of Qualifications should include the following:

1. **INTRODUCTION/COVER LETTER:** Provide a cover letter (max two [2] pages) including a summary of relevant information and the designated contact person's information.
2. **QUALIFICATIONS AND SERVICES:** The Proposer shall provide a summary of the Company's capabilities and experience that demonstrate how the Company will work with the City to fulfill the requirements of the Scope of Services. The narrative should describe in detail the Proposer's experience as it relates to towing services. Company qualifications must include, at a minimum, the following:

Section 1 – Qualifications and Experience (20 Points). Provide an overview of the Company, years in business, and the qualifications of key staff/management.

Section 2 – Familiarity with Scope of Services and Panama City Beach (20 Points). Provide a narrative description of the Firm's familiarity with the types of services outlined in this RFQ Scope of Services. The response should demonstrate an understanding of the City's anticipated needs, including the three primary towing categories and other City-requested towing needs, and highlight the Company's experience performing similar services and knowledge of the City of Panama City Beach. The Proposer may also include additional information they believe is relevant to the City's evaluation that is not explicitly requested elsewhere in this RFQ.

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Section 3 – Capabilities, Equipment, and Current Contracts (20 Points). Describe the Company's approach to fulfilling the Scope of Services. Provide a listing of Company equipment that would be utilized to perform the requirements of the Scope of Services. Provide a listing of current contracts, to include any municipal contracts.

Section 4 – Response Time (40 Points). Response time is the City's highest evaluation priority. Provide a detailed plan demonstrating the Company's ability to arrive on scene within the response time required by the Scope of Services (including 24/7/365 availability). At a minimum, include: dispatch/communications procedures; staffing/on-call coverage; the number and types of tow/recovery vehicles available at all times; primary business location and any satellite/staging locations (addresses); back-up plan for multiple simultaneous calls and equipment failures; and the quality assurance/monitoring process used to track and improve response times. The City may request or verify additional response-time documentation (e.g., dispatch logs) and may consider references and operational testing.

3. The Proposer shall disclose any litigation, pending or past, filed against the Company within the last five (5) years by providing the jurisdiction where the case was filed and the case number. Additional information may be requested by the City to evaluate the significance of any litigation.

The complete SOQ narrative (Sections 1-4) shall not exceed ten (10) pages excluding the cover page, table of contents, and standard forms. Response-time supporting documentation (if submitted) may be provided as an appendix and will not count toward the page limit.

The following standard forms are required to be submitted with the RFQ response:

1. Affidavit regarding Use of Coercion for Labor and Services & Concerning Foreign Countries of Concern
2. Proposer's Certification
3. W9

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EVALUATION PROCESS

Evaluation Procedure

An Evaluation Committee appointed by the City Manager will review and evaluate all Statements of Qualifications (SOQs) submitted in response to this RFQ based on the evaluation criteria and weighting set forth herein. SOQs will be evaluated to determine which Company best meets the City's needs. After evaluation and ranking, the Evaluation Committee will present its findings to the City Council along with recommendations for award. The City intends to award one (1) Master Services Agreement.

Statement of Qualifications Evaluation Criteria

In determining whether a Company is qualified, the committee shall consider such factors as the Company's qualifications and experience; familiarity with the Scope of Services and Panama City Beach; the Company's capabilities and resources (equipment); and current contracts.

The evaluation committee will first individually evaluate the Statement of Qualifications for each of the category items included in the Scope of Services according to the table below. Following their review, each selection committee member will score each Company by providing their score for each of the evaluation criteria items by using the maximum points established for each. Once all the total scores are finalized, a gross total score for each Company will be calculated by adding the total score of all selection committee members. The committee members shall present their rankings at a publicly advertised meeting. Then, the total gross score per Company will be averaged by the number of selection committee members. The final average score will be used to determine the Company's ranking. Using the average score, each Company will be ranked in order. The highest average score will receive the highest ranking.

The committee may conduct interviews with all or certain selected Companies as the committee deems appropriate and in the City's best interests.

The Committee shall make a final recommendation to the City Council through and with the concurrence of the City Manager, who shall request the City Council approve the final ranking and authorize staff to negotiate and execute a Master Services Agreement with the top-ranked Company.

Should the City be unable to negotiate a satisfactory contract with the selected Company, then the City may select additional Companies, in order of ranking, and continue negotiations until a satisfactory agreement is reached, or it may terminate all negotiations under this RFQ and proceed with securing Towing Services by whatever other appropriate means it may elect. The negotiated Master Services Agreement shall be presented to the City Council for final approval.

All rates, fees, and charges under the Master Services Agreement—whether paid by a vehicle/vessel owner or paid by the City—shall conform to the rates/maximums established in the City of Panama City Beach Code of Ordinances, Section 22-71, as amended. Pricing is not requested or evaluated under this RFQ. Prior to being awarded the Master Services Agreement, the top-ranked Company must provide proof of insurance that meets the Insurance Requirements included with this RFQ.

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Evaluation Criteria

Each SOQ will be evaluated based on the following criteria. Response time is the City's highest evaluation priority.

Category	Points
Company Qualifications and Experience	20
Familiarity with Scope of Services and City of Panama City Beach	20
Capabilities, Equipment, and Current Contracts	20
Response Time	40

The City may verify response-time capability and performance through review of dispatch records, reference checks, and/or operational testing (including, at the City's option, test service calls). Failure to demonstrate the ability to meet the required response time may be grounds for deeming an SOQ non-responsive or for lowering the Company's score.

The City reserves the right to conduct reference checks for Companies. If information obtained from the reference checks reveals concerns about the Company's past performance or their ability to successfully perform the contract to be executed based on this RFQ, the City may, at its sole discretion, determine that the Company is not qualified. The City also reserves the right to check references from others not identified by the Company.

POINT OF CONTACT DURING EVALUATION PROCESS – The Purchasing Manager, or her designee, will initiate any necessary communication with a Company to obtain information or clarification to allow the Evaluation Committee to rate the submissions properly and accurately.

1. Discussion of SOQs – The Purchasing Manager, or her designee, may discuss an SOQ directly with the responsible Company to obtain clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All Companies shall be accorded fair and equal treatment with respect to any opportunity for discussions. When conducting such discussions, there shall be no disclosure of any information derived from SOQs submitted by competing Companies except as may be required by Florida Public Records Law, Chapter 119, Florida Statutes.
2. The Company shall address any questions regarding the interpretation of the RFQ or the process to the Purchasing Manager, in writing and in sufficient time before the specific period set prior to the opening of the RFQ.



CITY OF PANAMA CITY BEACH
PCB26-26 RFQ TOWING 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 Statutes.

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 Statutes.

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

Authorized Signature

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualifications, and any other documents accompanying or made a part of this RFQ.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Request for Qualifications.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFQ for this proposal; no officer, employee or agent of the City of Panama City Beach or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL: _____

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. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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 _____ <input type="checkbox"/>	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) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	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.

Social security number									
				-					
or									
Employer identification number									

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.

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), ABLÉ 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*

For this type of account:	Give name and EIN of:
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.

EXHIBIT A

SECTION I: STANDARD INSURANCE COVERAGES

- Subcontractor | vendor must obtain and maintain the minimum insurance coverages and limits this Exhibit requires from the earlier commencement of work or the effective date of the subcontract/vendor order unless higher limits or additional coverages are mandated by the Subcontract | vendor order or Owner Contract. The Subcontractor | vendor is responsible for ensuring that the required coverages are in place and that any deficiencies in the insurance provided will not excuse them from fulfilling their obligations. The following coverages are required:

1.1 COMMERCIAL GENERAL LIABILITY	Insurance Required: YES	For GC & Subcontractors
	Coverage	Minimum Limits
	Per Occurrence	\$1,000,000
Gen Agg is: Per Project	General Aggregate	\$2,000,000
	Products-Completed Operations Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000

POLICY FORM OR EQUIVALENT

- The required insurance coverage should be Commercial General Liability Insurance (CGL), written using ISO form CG 00 01 published on or before 10/01, or an earlier ISO edition occurrence form with similar provisions. The insurance coverage must cover the following hazards: (a) Construction Operation, (b) Subcontractors and Independent Contractors, (c) Products and Completed Operations, and it must also apply to the Additional Insured. Completed Operations coverage should remain in effect from the date of completion of the Scope until the expiration of the statute of repose of the State where the Project is located.

- The insurance policy should include:

(1) Contractual Liability coverage is sufficient to fulfill the Subcontract | Vendor order requirements. It should also include defense costs and attorney's fees assumed under the contract, which shall be payable in addition to the limit of liability. (2) Personal Injury Liability, with the standard contractual and employee exclusions deleted. (3) Notice and Knowledge of Occurrence. (4) No subsidence exclusion should be included in the policy.

ENDORSEMENTS REQUIRED - or substantial equivalent

Type	ISO's	Edition Dates or Prior
- Additional Insured	CG 11 85 or CG 20 10 & CG 20 37	12 19
- Waiver of Subrogation	CG 24 04	12 19
- Primary & Non Contributory	CG 20 01	12 19
Per Project Aggregate	ISO's CG 25 03	Any
Forms and Endorsements Pages	Listing all endorsements and exclusions	All

PROHIBITED EXCLUSIONS OR RESTRICTIONS - or substantial equivalent

Type	ISO's	Edition Dates or Prior
- Exclusion	CG 22 94 or CG 22 95	10 01
- Exclusion	No residential exclusions	
- Classification Limitation Endorsements	Remove any related endorsement	

- The insurance coverage must include bodily injury, property damage, broad form contractual liability, premises liability, independent contractors, and no residential or demolition exclusion. Additionally, it should cover blanket contractual liability, including tort liability of another, assumed in a contract, cross liability for additional insureds, and no subsidence exclusion. The obligations of defense or indemnification, including those assumed under the contract, should also be included. It's important to note that this insurance coverage should not limit or exclude coverage for work performed by subcontractors.

1.2 COMMERCIAL AUTO LIABILITY

Insurance Required: YES

For GC & Subcontractors

Coverage	Minimum Limits
Combined Single Limit (CSL)	\$1,000,000

- The form to be used is ISO's CA 00 01 or its equivalent.

- Subcontractor | Vendor must have liability coverage (Symbol 1) for all owned, rented, hired, or borrowed autos and mobile equipment subject to compulsory insurance, financial responsibility laws, or other motor vehicle insurance laws.

- On Hook Coverage of \$75,000 and Garage Keepers Legal Liability of \$500,000.

hauling of hazardous waste is part of the Scope, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 0048 (Pollution Liability Broadened Coverage for Business Automobile).

1.3 WORKER'S COMPENSATION

Insurance Required: YES

For GC & Subcontractors

Statutory Limits	Employers Liab - Part B	Minimum Limits
	Each Accident	\$500,000
	Disease - Each Employee	\$500,000
	Disease - Policy Limit	\$500,000

- 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.

ENDORSEMENTS REQUIRED - or substantial equivalent

Type	NCCI	Edition Dates or Prior
- Waiver of Subrogation	WC 00 03 13	04 84
- Alternate Employer Endorsement	WC 00 03 01 A	02 89
- Worker's Comp Declaration Page	Showing all states coverage applies	

COVERAGE TERMS & CONDITIONS

- USL&H | Jones Act | 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 Worker's 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.

1.4 UMBRELLA LIABILITY

Insurance Required YES

For General Contractors

Coverage	Minimum Limits
Per Occurrence/Aggregate	\$1,000,000

UNDERLYING INSURANCE COVERAGE

- All coverages and terms required under the Commercial General Liability, Automobile Liability and Employers Liability (sections 1.1, 1.2, and 1.3 above) must be included on the Umbrella Liability policy

COVERAGE TERMS & CONDITIONS

- Defense Cost

Duty to Defend

- Drop Down Provision

Required for the Umbrella to drop down over the reduced or exhausted underlying policy aggregate

- Primary Coverage

Umbrella or Excess Policy to primary to the Contractors general & automobile liability policies

- Higher limits may be required by contractor | vendor or Owner on a project by project basis.

1.5 LEASED EMPLOYEE LIABILITY

Insurance Required YES

GC & Subcontractors Leasing Employees

- If the subcontractor | vendor leases one or more employees through a payroll, employee management, or other company, they must obtain workers' compensation and employer's liability insurance directly. This insurance should be written on the "Minimum Premium" or "If Any" policy form. Additionally, the workers' compensation and employer's liability coverage provided to the leased employees by the payroll, employee management, or other company must be demonstrated and include an Alternate Employer/Leased Employee Endorsement, naming the Subcontractor or Vendor as the alternate employer. The employer's liability must be included in the umbrella/excess liability (except in states where employer's liability is unlimited) and scheduled accordingly.

1.6 PROPERTY INSURANCE

Insurance Required YES

GC & Subcontractors

- The subcontractor | vendor is required to have property insurance coverage for any tools and equipment they own, lease, or use while performing their work. The insurance must cover equipment, materials, and supplies that are stored off-site or in transit to the project site and will be incorporated into the project.

1.7 E&O & Cyber Liability

Insurance Required:

Design Professionals

Policy is Per: Claim

Coverage

Minimum Limits

Prime Design Professional

Per Claim / Aggregate

\$2,000,000 / \$2,000,000

Low Tier Design Professional

Per Claim / Aggregate

\$1,000,000 / \$2,000,000

- Subcontractor | vendor companies are required to have Professional Errors & Omissions and Cyber Liability Insurance that covers liability for any claims arising from errors, omissions, or acts of any entity they are legally responsible for providing professional services to. This policy should be primary and non-contributory, and the insuring agreement should clearly state that it will pay on behalf of the Subcontractor. The policy should be effective from the commencement date of all professional activities in connection with the project, including retroactively if applicable. The coverage should be maintained for three years following final acceptance of the project.

- In Cyber and Professional Liability Insurance, the term "Prime Design Professional" refers to a systems architect or software engineer who offers professional services directly to our company under a contract. On the other hand, "Sub-Design Professional" refers to an systems architect or software engineer who provides professional services directly or indirectly to a Prime Design Professional in relation to the project. It's worth noting that a Prime Design Professional is considered a Contractor/Subcontractor, while a Sub-Design Professional is regarded as a Sub-subcontractor.

- Coverages shall not include exclusions or other limitations related to the scope of services, project completion delays, or cost overruns, mold, fungus, asbestos, pollutants or other hazardous substances.

GENERAL INSURANCE REQUIREMENTS

Additional Insured

- The insurance required by this Exhibit (excluding only Worker's Compensation Insurance and Professional Liability Insurance) must name the Indemnified Parties as Additional Insureds and any other parties required by the Owner Contract. This insurance should be primary and non-contributory to any insurance maintained by the Indemnified Parties, Additional Insureds, or other parties required by the Owner Contract and should be stated on the Certificate of Insurance provided by the Subcontractor. Endorsement or policy language should be provided as evidence of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability.

Waiver of Subrogation

- The subcontractor | vendor is required to maintain all necessary insurance coverages, which must include a waiver of any right of subrogation of the insurers against Indemnified Parties and Additional Insureds, as well as their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters. This waiver also applies to any right of the insurers to any set-off, counterclaim, or deduction, whether by attachment or otherwise, concerning the liability of any person insured under any policy, except for Workers Compensation, where permitted. 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.

Sub-Subcontractors

- Subcontractor must ensure that any lower tier sub-subcontractors performing work under the Contract maintain insurance coverage comparable in form and amount to what this Contract requires. The Subcontractor must also provide evidence of such insurance coverage to the Contractor before the sub-subcontractors begin their work. If specific trades require different insurance coverage, the Contractor must give prior approval.

Insurer Requirements

- For the insurance coverage required in this Exhibit, each insurer must be a licensed admitted insurer authorized to provide coverage in every state where any part of the Scope is performed. The insurer must have an AM Best rating of "A-VI" or higher and be acceptable to the contractor | vendor.

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 Days (30) days prior written notice has been given.

Acknowledgement of Referral of this provision to the Subcontractor's Insurance agent or Broker

- The contractor represents that it has provided a copy of the "Insurance Requirements" to his agent or broker, and the subcontractor has instructed the agent or broker to provide insurance in full compliance with the terms and conditions herein.

Insurance Policy | Endorsement Review

- The contractor and owner can request copies of all insurance policies. These policies cannot have unacceptable exclusions to the contractor and owner. The insurance carrier must certify that the policies are accurate and complete if requested. The contractor and owner have the sole discretion to reject any exclusions that are unacceptable to them. Reviewing and approving insurance policies does not waive any rights created by or provisions contained in the Exhibit, even if they differ from the policies.

Breach of Insurance Agreement

- If the subcontractor or vendor fails to obtain and maintain the required insurance coverages as stated in this Exhibit or any other attachment, it will be considered a significant violation of the subcontractor or vendor order. In such cases, in addition to any other remedies and rights mentioned in the subcontractor or vendor order, the contractor or owner may terminate the subcontractor or vendor for default, or they may purchase the coverage and back-charge the premium and associated costs to the subcontractor or vendor. Furthermore, any of the indemnified parties or additional insureds may require the subcontractor or its subcontractors to pay for all attorney's fees, expenses, and liability in case of any claim or lawsuit for which coverage would have been provided under the subcontractor or vendor's insurance program, but for a breach by the subcontractor or vendor or any of its subcontractors. The insurers of the entities that were supposed to be included as additional insureds are third-party beneficiaries of the insurance procurement obligation and have the same rights against the breaching party as the indemnified parties or additional insureds to the extent of their respective interests.



CITY OF PANAMA CITY BEACH
PCB26-26 RFQ TOWING SERVICES

REFERENCE DOCUMENTS

ORDINANCE NO. 1575

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATED TO TOWING RATES; INCREASING THE MAXIMUM RATES WHICH MAY BE CHARGED BY TOWING SERVICES WITHIN THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance Section 22-71 of the Code of Ordinances of the City of Panama City Beach, related to Council Towing Rates is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 22-71. - Rates.

When any vehicle is towed or otherwise removed from private property within the City at the request of a private property owner or the City's Police Department to remove a wrecked or disabled vehicle from an accident scene, it shall be unlawful for any person to charge or file a lien to collect any type of fee other than fees set forth herein for which the City Council has set specific rates, or to charge or file a lien to collect for towing or storage or other services in excess of the rates provided below:

(1) *Towing Charges:*

a. **CLASS A wrecker:**

(i.) Anywhere within the City ~~between the hours of 8:00 a.m. and 5:00 p.m.~~
.....**\$150.00** ~~\$87.50~~

(ii) If "dolly" required, an additional\$20.00

~~(ii.) Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m.~~
.....~~\$97.50~~

~~If "dolly" required, an additional\$20.00~~

b. **CLASS B wrecker: \$250.00**

~~(i.) Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m.~~
.....~~\$115.00~~

~~(ii.) Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m.~~
.....~~\$125.00~~

c. **CLASS C wrecker:**~~\$350.00~~ ~~\$220.00~~

(2) *Storage Charges:*

a. **CLASS A wrecker:**

First six (6) hoursNo Charge

b. After six (6) hours, per twenty-four (24) hour period or fraction thereof:

Outside~~\$40.00~~ ~~\$15.00~~

Inside~~\$40.00~~ ~~\$20.00~~

~~b.e.~~ **CLASS B wrecker:**

First six (6) hoursNo Charge

After six (6) hours, per twenty-four (24) hour period or fraction thereof ~~\$20.00~~ **\$50.00**

~~\$20.00~~

~~c. d.~~ **CLASS C wrecker:**

First six (6) hoursNo Charge

After six (6) hours, per twenty-four (24) hour period or fraction thereof ~~\$30.00~~ **\$60.00**

~~\$30.00~~

(3) *Administrative Charges:* A maximum of ~~fifty thirty~~ dollars (~~\$50.00~~) (~~\$30.00~~) may be charged to the owner of a vehicle towed and subsequently stored for more than twenty-four (24) hours, for the costs of preparing, filing or mailing of any forms or notices required by law.

(4) *Mileage Rate:* Per mile for travel and towing of a vehicle outside of the ten-mile radius from the wrecker operator's place of business:

a. **CLASS A wrecker:**~~\$5.00~~ ~~\$3.00~~

b. **CLASS B wrecker:**~~\$6.00~~ ~~\$4.00~~

c. **CLASS C wrecker:**~~\$7.00~~ ~~\$4.00~~

(5) *Hourly Rate:* For waiting or working time on scene which requires removal of submerged or overturned vehicles, or retrieval of vehicles from ditches, following the first thirty (30) minutes of working or waiting time for which there shall be no charge imposed:

a. **CLASS A wrecker:**

Per hour~~\$150.00~~ ~~\$78.00~~

Per ¼ hour ~~\$37.50~~ ~~\$19.50~~

b. **CLASS B wrecker:**

Per hour~~\$250.00~~ ~~\$80.00~~

Per ¼ hour~~\$62.50~~ ~~\$20.00~~

c. **CLASS C wrecker:**

Per hour~~\$350.00~~ ~~\$175.00~~

Per ¼ hour~~\$87.50~~ ~~\$43.75~~

(Ord. No. 364, § 1, 5-31-90; Ord. No. 395, § 1, 6-11-92; Ord. No. 935, § 1, 3-24-05; Ord. No. 1080, § 1, 7-26-07; Ord. No. 1105, § 1, 2-14-08; Ord. No. 1134, § 1, 10-9-08)

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the special meeting of the City Council of the City of Panama City Beach, Florida, this 9th day of December, 2021.



MARK SHELDON, MAYOR

ATTEST:



LYNNE FASONE, CITY CLERK

EXAMINED AND APPROVED by me this 9th day of December, 2021.



MARK SHELDON, MAYOR

Published in the News Herald on the 22nd day of November, 2021.

Posted on pcbfl.gov on the 15th day of November, 2021.



EUSEBIO TALAMANTEZ JR
CHIEF OF POLICE

POLICY 4.33.2

WRECKER AND TOWING PROCEDURES

Effective Date: 04/03/2024

INDEX AS:

ABANDONED VEHICLES, WRECKER

DISTRIBUTION: ALL PERSONNEL

A. POLICY:

It is the policy of the Panama City Beach Police Department to impound, tow, or seize motor vehicles and vessels only when it is pursuant to a court order, State Statutes, City Ordinances, or Panama City Beach Police Department Policy.

SCOPE: This policy applies to all Sworn Personnel.

B. DEFINITIONS

1. **Rotation List:** A list of qualified, reputable wrecker operators selected from a rotating list for removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, or leaves the procurement of a wrecker service to the officer at the scene. A rotation may only be utilized if we cannot contact our Sole Source Wrecker Company for the City of Panama City Beach.
2. **Vehicle:** Every device, in, upon, or by which any person or property is or may be transported or drawn upon a highway, except devices used exclusively upon stationary rails or tracks.
3. **Wrecker Operator:** Any person or firm regularly engaged for hire in the business of towing or removing motor vehicles.
4. **Sole Source Wrecker:** The City of Panama City Beach and Whites Wrecker entered into a service contract, where Whites Wrecker is the City of Panama City Beach Sole Source Wrecker Service until further notice.

C. GENERAL TOWING AND IMPOUND PROCEDURES

1. If reasonable efforts to contact the owner have been unsuccessful or the owner or person in control of the vehicle has failed to effect immediate removal, the following apply:
 - a. No officer shall be required to remain at the scene to await the arrival of any person so that person may effectuate the removal of the vehicle.
 - b. Whites Wrecker will be contacted to tow the vehicle, or if circumstances suggest the need for immediate removal, or sufficient personnel are present to accomplish the removal, the vehicle may be removed by PCBPD personnel.
 - c. If the vehicle is removed by a wrecker, the towing/impounding officer will complete an Offense Incident Report and a Vehicle Inventory Receipt containing the following information: **{C.F.A. 18.13M}**
 - (1). The time; **{C.F.A. 18.13M-A}**
 - (2). The date; **{C.F.A. 18.13M-B}**
 - (3). The location; **{C.F.A. 18.13M-C}**
 - (4). The towing/impounding officer's name; **{C.F.A. 18.13M-D}**
 - (5). The reason for removal or tow; **{C.F.A. 18.13M-E}**
 - (6). The towing service name; **{C.F.A. 18.13M-F}**
 - (7). Location the vehicle is stored; **{C.F.A. 18.13M-G}**
 - (8). Attempts to contact the owner; and, **{C.F.A. 18.13M-H}**
 - (9). The contents of the inventory. **{C.F.A. 18.13M-I}**
 - (10). The towing/impounding officer shall provide all available information to the Communication Section in order that the vehicle may be entered appropriately into or removed from NCIC/FCIC. This information will be documented on the Vehicle Inventory Receipt. **{C.F.A. 18.13M-K}**
 - (11). If a hold is placed on a vehicle, the reason for the hold shall be documented on the Vehicle Inventory Receipt and in the Offense Incident report. Investigators assigned to follow-up

investigations shall ensure the timely removal of holds. If the vehicle can be released, the officer shall document on the property receipt to whom the vehicle may be released.
{C.F.A. 18.13M-J}

- d. Incidents involving the removal of vehicles under the City of Panama City Beach city ordinances 22-20 or 22-24 generally involve vehicles left unattended, unable to be inventoried, and do not require a hold.

If a vehicle is removed by a wrecker for a violation under City of Panama City Beach City Ordinance 22-20 or 22-24, the towing officer is not required to wait on the responding wrecker service, no report or tow sheet is required, and the following information will be documented in the C.A.D.:

- (1). The time;
- (2). The date;
- (3). The location;
- (4). The reason for removal or tow; and,
- (5). The towing service name;

D. INVENTORY OF TOWED OR IMPOUNDED VEHICLE

- 1. If an officer removes a vehicle and uses White's Wrecker because the owner/driver was unable to secure or make timely arrangements for the vehicle, the officer will complete a vehicle inventory.
- 2. If there is no person on-scene to accomplish the removal of the vehicle, the officer may elect to tow, or otherwise, remove the vehicle. Should a third party arrive on the scene to accomplish the removal of the vehicle on behalf of the owner, after a decision has been made to tow or otherwise remove the vehicle, the decision to release the vehicle shall be determined by the arresting officer's supervisor.
- 3. This form should contain a written record of all personal property found in the vehicle.
- 4. The Vehicle Inventory Receipt shall be completed in its entirety prior to being turned over to a wrecker operator.
- 5. A Vehicle Inventory Receipt is not required if a wrecker is called for removal at the owners' request.

- a. If the owner/operator of a motor vehicle requests a specific wrecker service, and they are present at the time of arrival of the wrecker, the officer is not required to complete a Vehicle Inventory Receipt.
6. During the inventory, if more than \$10.00 in U.S. currency is found, the officer will take all currency and place it into the property according to Panama City Beach Police Department procedures. It will be noted on the Vehicle Inventory Receipt, incident report, and evidence form that currency is to be returned to the owner. Currency amounts should be verified by another officer as per policy.
 - a. If currency found during an inventory is to be seized or used as evidence, it shall be handled accordingly.

E. PLACING HOLDS ON VEHICLES TOWED BY WRECKER OPERATORS

1. An officer may place a hold on a motor vehicle stored within a wrecker operator's storage facility for a period not to exceed five (5) days, excluding holidays and weekends, unless extended in writing.
2. If after placing a hold on a vehicle the officer makes no written request to continue the hold, the wrecker operator may release the vehicle to the owner or designated person pursuant to F.S.S. 713.78.
3. If the officer that places a hold on a towed vehicle later makes a determination that the vehicle will be held longer than the five (5) day period, it shall be his/her responsibility to have the vehicle moved to the Panama City Beach Police Department storage area prior to the end of the five (5) day period.
 - a. If the officer has the vehicle moved to the Panama City Beach Police Department impound lot by Whites Wrecker, it shall be the officer's responsibility to verify that the initial inventory is still accurate.
4. Once the vehicle has been moved to the Panama City Beach Police Department storage area, it shall not be released to the owner or lien holder until proof of payment of the towing and storage charges incurred by the wrecker operator is presented to the investigating agency.

F. NOTIFICATION OF LIEN HOLDER

1. If the vehicle is towed to and impounded/stored at the Panama City Beach Police Department storage area, the officer authorizing the impoundment/storage shall determine whether the vehicle has been leased or rented, or if there are any persons of record with a lien upon the vehicle.

2. The officer authorizing the impoundment/storage shall notify by express courier service with receipt or certified mail, return receipt requested, within seven (7) business days after the date of the impoundment/storage, the registered owner and all persons having a recorded lien against the vehicle that the vehicle has been impounded/stored.
3. If the reason for the impoundment/storage does not include any of those listed in section VI., the lessor, rental car company, or lien holder may then obtain the vehicle upon payment of any lawful towing or storage charges.

G. MANDATORY IMPOUNDMENT

1. An officer may have a vehicle towed and impounded when any of the following conditions are met:
 - a. The officer has reason to believe the vehicle should be seized and forfeited under the Florida Contraband Forfeiture Act, F.S.S. 932.701 - 732.704.
 - b. The officer has reason to believe the vehicle should be seized and forfeited under F.S.S. 372.312.
 - c. The officer has reason to believe that the vehicle is itself evidence that tends to show that a crime has been committed or that the vehicle contains evidence that cannot readily be removed, which tends to show that a crime has been committed.
 - d. The officer has reason to believe the vehicle was involved in a traffic accident resulting in death or personal injury and should be sealed for investigation and collection of evidence by a traffic homicide investigator.
 - e. The officer has reason to believe that the vehicle may be, or may contain, evidence for which a search warrant should be obtained.
 - f. The officer is complying with a court order.
2. If the vehicle is being towed to the Panama City Beach Police Department or any other location for processing and/or collection of evidence, the vehicle shall be kept under constant observation until processed, inventoried, and secured, i.e., followed by an officer.

H. PLACING VEHICLES IN THE IMPOUND LOT

1. The impound lot is an extension of our property/evidence room and all property (including vehicles) that is recovered and put into the impound lot must be accompanied by a property receipt (evidence/property transmittal).

2. The following steps must be followed when dealing with impounded vehicles:
 - a. If a vehicle is towed to the impound lot, complete an evidence/property transmittal. Place a copy of the impound sheet and tow bill in the basket labeled "impound sheet" in the squad room.
 - b. Crime Scene Analysts will scan the impound sheet and tow bill into the electronic case file.
 - c. When the department receives a request for the release of an impounded vehicle, the request shall be forwarded to the desk officer. In the event the desk officer is unavailable, an administrative assistant shall assist with the request.
 - d. The desk officer or administrative assistant will identify the case agent, forward the request to the case agent via email, and carbon copy their associated division commander. The case agent will determine whether or not the vehicle may be released.
 - e. If the vehicle may be released, the case agent will notify both, the desk officer and administrative assistant, via email.
 - f. The desk officer or administrative assistant will tabulate all accumulated charges associated to the impoundment / storage and create an invoice for such. Once the invoice is paid, the desk officer will verify the following prior to release; ownership, valid registration, valid insurance, valid driver's license, and no warrants.
 - g. The desk officer will have the person receiving the property sign a property release form, put a scanned copy of the release in the electronic case file, and forward an email to evidence and property personnel notifying them of the release.

I. STORAGE FEES

1. The Panama City Beach Police Department may charge storage fees for vehicles placed into the impound lot. This fee shall be no more than the storage fee currently charged by the wrecker operator that delivered the vehicle to the impound lot.

J. ABANDONED VEHICLES

1. Anytime an abandoned or recovered vehicle is towed and the owner cannot be contacted, the officer shall forward a copy of the report to the Communications Section.

2. Within 24 hours of receiving the written report of the abandoned/recovered vehicle, the Communications Section shall enter the vehicle into FCIC/NCIC as an abandoned vehicle to aid in its recovery. The remarks field shall contain information as to the vehicle's location and the location from which it was towed. Vehicles entered into FCIC/NCIC will remain entered for a period of 60 days before they automatically purge themselves out.

By Order Of

Eusebio Talamantez Jr
Eusebio Talamantez JR, Chief of Police
City of Panama City Beach, Bay County, Florida

**AGREEMENT
TOWING SERVICES**

THIS AGREEMENT for TOWING SERVICES is made and entered into by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (“City”) and _____ for RFQ PCB 26-27.

1. SCOPE OF WORK

The City desires to engage Contractor to provide year-round towing, recovery, transport, and related services for automobiles, vessels, trailers, and other vehicles/equipment as requested by the City and/or the Panama City Beach Police Department (PCBPD), including: (A) police-initiated tows of privately owned vehicles/vessels to Contractor’s impound facility (owner-paid); (B) police-initiated tows of privately owned vehicles/vessels to the City/PCBPD impound facility or other City-designated secure location (City-paid tow services); (C) towing of City-owned vehicles/vessels, equipment, and other City assets (City fleet tows); and (D) other towing, recovery, transport, relocation, standby, or related services requested by the City and/or PCBPD (City-paid unless otherwise directed by the City/PCBPD). Services may be requested within the corporate limits of the City and on any right of way under the City’s jurisdiction, and at other locations as authorized by the City.

The Contractor will perform Towing Services as stated in the attached Scope of Services (Exhibit 1). The Contractor hereby agrees to provide the services to the City according to Request for Qualifications (RFQ) PCB 26-27 and any addenda, said documents being incorporated into this Agreement as if fully set out herein, and the Contractor’s response thereto, said documents being incorporated into this Agreement as if fully set out herein, to the extent they are not inconsistent with this Agreement. Contractor shall not hook up to, move, tow, relocate, or otherwise disturb any vehicle, trailer, vessel, or other conveyance at the scene without prior authorization and direct instruction from a PCBPD officer or other authorized City representative.

Nothing in this Agreement guarantees Contractor any minimum number of service requests, tows, or revenue. The City reserves the right to utilize other towing and recovery providers when deemed in the City’s best interest, including but not limited to emergencies, conflicts, specialized equipment needs, or performance issues.

2. TERM

Unless terminated sooner pursuant to this Agreement, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the date of final execution by the parties (the “Effective Date”) and shall remain in effect for an initial term of five (5) years. Thereafter, the Agreement will automatically renew annually for up to five (5) additional one-year terms. All terms, conditions, and specifications will remain the same on renewal unless modified by written amendment executed by the parties.

3. COMPENSATION

Compensation under this Agreement depends on the type of tow/service performed, as further described in Exhibit 1 (Scope of Services). The parties acknowledge four primary service categories: (A) Police-Initiated Tow to Contractor Impound (Owner-Paid); (B) Police-Initiated Tow to City/PCBPD Impound (City-Paid tow services); (C) City Fleet Tow (City-Paid); and (D) Other City-Requested Towing/Recovery/Transport Services (City-Paid unless otherwise directed). No pricing is solicited or evaluated under the RFQ; all rates, fees, and charges assessed under this Agreement—regardless of whether paid by a vehicle/vessel owner or paid

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by the City—shall conform to Section 22-71, Panama City Beach Code of Ordinances, as amended. Contractor shall not charge any fee, surcharge, or amount not authorized by Section 22-71.

- (A) Owner-Paid Police-Initiated Tows to Contractor Impound. For Category A Services, Contractor shall bill and collect all towing, recovery, storage, and related charges directly from the owner or authorized representative. The City shall make no payment to Contractor for Category A Services and shall not be responsible for any unpaid balances.
- (B) City-Paid Police-Initiated Tows to City/PCBPD Impound. For Category B Services, the City shall pay Contractor for towing, recovery, and transport services performed at the direction of PCBPD to the City/PCBPD impound facility or other City-designated secure location. The City will handle owner billing and collection for impound retrieval in accordance with applicable law and City policy.
- (C) City Fleet Tows. For Category C Services, the City shall pay Contractor for towing and related services requested by the City for City-owned vehicles, vessels, equipment, and other City assets.
- (D) Other City-Requested Towing/Recovery/Transport Services. For Category D Services, the City and/or PCBPD may request additional towing, recovery, transport, relocation, standby, or related services not specifically described in Categories A-C as needed to support City operations or public safety. Unless the City/PCBPD expressly directs that another party is responsible for payment, the City shall pay Contractor for Category D Services.

4. PAYMENT

Category A Services (Owner-Paid) are billed directly to the vehicle/vessel owner or authorized representative. Contractor shall not invoice the City for Category A Services.

For Category B, Category C, and Category D Services (City-Paid), Contractor shall submit itemized invoices to the City (not more frequently than weekly unless otherwise approved by the City). Each invoice line item shall reference the applicable tow authorization/work order number and shall include, at a minimum: (1) date/time of request and date/time of completion; (2) requesting officer/department; (3) vehicle/vessel identification (tag and state, VIN or hull identification number, and/or City unit number, as applicable); (4) origin and destination; (5) any pre-approved additional services; and (6) the applicable Section 22-71/Exhibit 2 rate line item(s) and total amount due. 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 undisputed invoices shall be made within thirty (30) days after receipt of a proper invoice, subject to appropriation. Payment shall be made via ACH or Virtual Credit Card only. The City is not responsible for any convenience fees related to ACH or Virtual Credit Card payments. If the City disputes any portion of an invoice, the City may withhold the disputed portion while the parties work in good faith to resolve the dispute; Contractor shall provide supporting documentation reasonably requested by the City.

5. TIME

Time is of the essence in this Agreement. Contractor shall comply with the response time and performance standards set forth in Exhibit 1 and in this Agreement. Remedies for failure to meet required response times are set forth below, and repeated failures may constitute a material breach.

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RESPONSE TIME AND PERFORMANCE REMEDIES

Contractor shall be available twenty-four (24) hours per day, seven (7) days per week, and shall respond to requests by arriving on scene within twenty (20) minutes of notification by PCBPD dispatch or other authorized City representative, regardless of the time of day or night, with all personnel and equipment necessary to perform the required services. Contractor shall be solely responsible for meeting the required response time and assumes all risks and liabilities associated therewith, including but not limited to compliance with all applicable traffic laws and any damages, injuries, citations, fines, or penalties arising from motor vehicle operations while responding to a request.

Failure to meet the required response time, absent extenuating circumstances beyond Contractor's control, may result in the assessment of progressive contract remedies on an annual basis (per contract year), as follows:

1st and 2nd offense: Verbal warning

3rd offense: Certified letter of warning

4th offense: \$250.00 administrative assessment

5th offense: \$350.00 administrative assessment or suspension from the call list, at the City's option

Any further offense: \$500.00 administrative assessment and suspension and/or termination, at the City's option.

If Contractor can demonstrate extenuating circumstances beyond Contractor's control, Contractor may submit a written appeal of any assessed administrative assessment or suspension within ten (10) business days after notice from the City. The City Manager or designee will review the appeal and determine, in the City's sole discretion, whether to waive or modify the assessment/suspension. Administrative assessments may be deducted from amounts otherwise due to Contractor under this Agreement or, if no amounts are due, invoiced to Contractor; invoiced assessments shall be paid within thirty (30) days.

SERVICE CALL CANCELLATION

The City reserves the right to cancel any request for services at any time, including up to the point of vehicle hook-up or commencement of recovery work, without incurring any fee, charge, or cost. A response to a service request, including travel to and arrival at the scene, without further authorized action, shall not constitute a billable service call and shall not entitle Contractor to any compensation. If a cancellation occurs after hook-up or after Contractor begins recovery work at the direction of a PCBPD officer or other authorized City representative, Contractor may bill only for the work actually performed and only if such billing is consistent with Section 22-71.

ETHICS AND CONDUCT

Contractor shall conduct all operations in an orderly, ethical, courteous, and professional manner at all times. Contractor acknowledges that interactions with the general public may be sensitive in nature and agrees that Contractor and its employees, agents, and subcontractors shall exercise professionalism and respect in all such interactions. Contractor shall extend, at a minimum, the following common courtesies:

A. Promptly facilitate the release of any vehicle, trailer, vessel, or other conveyance in Agreement

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accordance with the requirements and procedures established by the City and PCBPD.

B. Provide reasonable assistance to the owner or authorized representative in retrieving documents from the vehicle as necessary to establish ownership, subject to applicable safety and evidentiary restrictions and PCBPD direction.

C. Permit the owner or authorized representative to remove license plates and any unattached personal property from the vehicle, consistent with applicable law and PCBPD direction.

D. Clearly, fully, and courteously explain the reason for the tow and all fees and charges assessed (including, for Category A Services, providing a written itemization upon request).

E. In the event of a dispute, make a good-faith effort to resolve the matter promptly and courteously. If the dispute cannot be resolved to the satisfaction of the parties, Contractor shall report the dispute to the City no later than the next business day.

RECORDS, REPORTING, AND INSPECTION

Contractor shall maintain complete and accurate records sufficient to demonstrate compliance with this Agreement and with Section 22-71 (including rates/maximums and any billing requirements). Upon reasonable request, Contractor shall provide the City/PCBPD with tow logs, dispatch records, response-time records, invoices, receipts (for Category A Services), and other documentation reasonably related to services performed under this Agreement. The City and PCBPD reserve the right to inspect Contractor's records and facilities at reasonable times for contract compliance purposes, subject to applicable law.

6. INDEPENDENT CONTRACTOR

The Contractor shall at all times relevant to this contract be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of the City.

7. POLICE REPRESENTATIVES

The City of Panama City Beach Police Department (PCBPD) has authority to designate the work to be done by Contractor under this Agreement for police-initiated services, to inspect such work, and to resolve questions which arise regarding the work. For City fleet tows and other City-requested services, the City's designated representative has authority to designate and direct the work and to resolve questions regarding performance. The Contractor or the Contractor's designee shall comply with any instruction of a PCBPD officer or the City's authorized representative on matters relating to the performance of the work. PCBPD and/or the City's authorized representative shall have the authority to stop work whenever they deem such action necessary to secure the safe and proper performance of the work under this Agreement.

8. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, and codes in the performance of this Agreement. This includes, but is not limited to, labor laws, environmental laws, safety regulations (e.g., OSHA standards), immigration laws (including the E-Verify requirement), and licensing laws relevant to CONTRACTOR'S business. CONTRACTOR must obtain and maintain all necessary permits, licenses, or certifications required to perform the work (e.g., business tax receipt, professional licenses, construction permits, environmental permits). The costs of such compliance are included in the contract sum.

CONTRACTOR is responsible for ensuring that its employees, subcontractors, and agents are aware of and comply with all laws and regulations applicable to their activities under this Agreement. This includes any City-specific rules while working on City property (such as security rules, traffic, and parking regulations, etc.).

9. PUBLIC RECORDS RESPONSIBILITIES

Public Records Law: CONTRACTOR acknowledges that Florida's Public Records Law (Chapter 119, F.S.) applies to this Agreement. CONTRACTOR shall: (a) keep and maintain all public records required by the City to perform the services; (b) upon request from the City's custodian of records, provide the requested records to the City in a timely manner and in a format compatible with the City's information systems; (c) ensure that exempt or confidential records are not disclosed except as authorized by law; and (d) upon completion or termination of the contract, transfer all public records related to the contract to the City, at no cost, or, if records are retained by CONTRACTOR, continue to meet all legal requirements for retaining public records. If CONTRACTOR transfers all records to the City at contract completion, CONTRACTOR shall destroy any duplicate confidential records upon such transfer. If CONTRACTOR keeps records, it shall maintain them in accordance with applicable retention schedules and make them available to the City upon request.

If CONTRACTOR fails to provide public records when required, the CONTRACTOR may be subject to penalties under Section 119.10, F.S. Additionally, failure to comply with these public records duties is a material breach of this Agreement, which may result in immediate termination by the City. CONTRACTOR shall indemnify and defend the City for any costs, including attorneys' fees, incurred by the City due to CONTRACTOR'S failure to comply with public records disclosure requirements.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, IT SHOULD CONTACT THE CITY OF PANAMA CITY BEACH CITY CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, Phone: 850-233-5100, Email: CityClerk@pcbfl.gov.

10. INSURANCE AND INDEMNIFICATION

CONTRACTOR shall, at its own expense, procure and maintain during the term of this Agreement insurance coverages from insurers licensed or eligible to do business in Florida and acceptable to the City. The required insurance and minimum limits are set forth in the City's Insurance Requirements (Exhibit A) attached to the Solicitation and incorporated herein.

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees (the "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, and causes of action (including reasonable attorneys' fees and costs) arising out of or resulting from:

- 1) Bodily injury, death, or damage to property (including loss of use of property) caused by any negligent act or omission of the CONTRACTOR, its employees, subcontractors, or agents in the performance of this Agreement; and/or
- 2) Any failure of the CONTRACTOR to comply with any applicable law, ordinance, or regulation.

CONTRACTOR'S indemnification obligation includes defending the Indemnified Parties in any legal or administrative action, with counsel reasonably acceptable to the City, and paying any final judgment or settlement that may be obtained against the Indemnified Parties. The City shall promptly notify CONTRACTOR of any third-party claim and, if the City requests, CONTRACTOR shall assume control of the defense; however, the City reserves the right to

participate in the defense at its own expense. CONTRACTOR'S indemnity shall not be limited by any insurance coverage or benefits. Any insurance maintained by the City is excess to CONTRACTOR'S insurance and indemnity obligations.

The covenants in this Section shall survive termination or expiration of this Agreement. If any claim or lawsuit is brought against the City that falls within the scope of CONTRACTOR'S indemnity, and CONTRACTOR fails to diligently defend the City, the City may undertake its own defense and seek to recover from CONTRACTOR all costs and expenses incurred in such defense.

11. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations if such performance is prevented or delayed by Force Majeure. For purposes of this Agreement, "Force Majeure" means an occurrence that is beyond the reasonable control of the party affected and could not have been avoided by exercising due care. Force Majeure events include, but are not limited to: natural disasters (e.g., hurricanes, floods, earthquakes), wars, acts of terrorism, epidemics or pandemics, labor strikes (excluding strikes of a party's own employees), sabotage, riots, or governmental actions (e.g., emergency orders) that directly prevent work. Upon the occurrence of a Force Majeure event, the affected party shall promptly notify the other party in writing, describing the event and its impact on performance. The time for the affected party's performance shall be equitably extended for the duration of the Force Majeure delay, or if performance has become impossible, the parties will negotiate in good faith to amend or terminate the Agreement.

If a Force Majeure event continues for an extended period (e.g., more than 60 days) such that it frustrates the purpose of the contract, the City may terminate the Agreement in whole or in part without penalty. CONTRACTOR is not entitled to extra compensation for delays or increased costs caused by Force Majeure but CONTRACTOR shall be entitled to an extension of time. CONTRACTOR must use best efforts to mitigate the impacts of any Force Majeure (e.g., by securing alternate sources or work-arounds where feasible).

No claim for extension of time due to Force Majeure shall be valid unless the CONTRACTOR has notified the City in writing within a reasonable time (not to exceed 5 days) after the onset of the Force Majeure event. Failure to timely notify constitutes waiver of any schedule adjustment. Routine weather conditions (other than officially declared disasters) are typically not Force Majeure unless unusually severe for the locale/season and impacting the critical path of performance.

12. TERMINATION

12.1 City's Right to Terminate for Cause

The City may terminate this Agreement, in whole or in part, for cause upon written notice to CONTRACTOR if CONTRACTOR materially breaches any term of the Agreement and fails to cure such breach within seven (7) calendar days (or such longer period authorized in writing by the City) after receiving written notice of the default from the City. A material breach by CONTRACTOR includes, but is not limited to:

- 3) Failure to perform the work with sufficient labor, equipment, or materials to meet required schedules or specifications;
- 4) Failure to make payment properly to subcontractors or suppliers for materials or labor (creating risk of claims/liens);
- 5) Disregard of laws, ordinances, or instructions of the City;
- 6) A material misrepresentation by CONTRACTOR in its bid/proposal or during contract performance;

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- 7) Insolvency or filing of bankruptcy by CONTRACTOR; or
- 8) Any other material breach of CONTRACTOR'S obligations under the contract documents.

In the event of termination for cause, the City may take over the work and complete it through other means, and CONTRACTOR shall be liable to the City for all reasonable additional costs incurred by the City to complete the work (including the cost difference for obtaining substitute performance and City's internal costs). The City may also withhold any payments due to CONTRACTOR for work performed prior to termination until the City's damages have been calculated and deducted. If the unpaid balance of the contract sum exceeds the cost of finishing the work, any excess shall be paid to CONTRACTOR. If the City's cost to complete exceeds the unpaid balance, CONTRACTOR shall pay the difference to the City.

The City's rights and remedies in this clause are cumulative and in addition to any others provided in the Solicitation, the law, or contract. If it is later determined by a court or arbiter that the City's termination for cause was wrongful or without basis, then the termination shall be deemed a termination for convenience, and CONTRACTOR'S remedy will be limited to the compensation described under Termination for Convenience below (and CONTRACTOR waives any other damages, including lost profits, in such scenario).

12.2 City's Right to Terminate for Convenience

Notwithstanding any other provision, the City reserves the right to terminate this Agreement, or any portion of it, at any time without cause by providing at least thirty (30) days' written notice to CONTRACTOR. In such event, CONTRACTOR shall immediately stop work on the date and to the extent specified in the notice and place no further orders for materials, services, or facilities except as necessary to complete any portion of work not terminated. CONTRACTOR shall also make every reasonable effort to cancel or mitigate any pending orders or subcontracts related to the terminated work.

In the event of a termination for convenience, the City will pay CONTRACTOR for all work actually performed up to the effective date of termination (including materials or equipment delivered and in transit that cannot be canceled), at the contract prices, and for all demobilization costs and other reasonable costs incurred as a direct result of the termination (such as cancellation fees owed to subvendors). However, CONTRACTOR shall not be entitled to any lost profits or anticipated profits on the portion of work that was not performed due to termination, nor to any consequential damages. The compensation for a termination convenience will be limited to: payment for acceptable work performed, plus reasonable costs of settling and paying any claims from subcontractors and suppliers for actual work performed (which were not already paid for), plus a reasonable allowance for overhead and profit on the work performed, not to exceed the contract price allocation for that work. CONTRACTOR must submit its termination claim within 30 days after receipt of the termination notice (absent agreement of extension).

The City may, at its discretion, direct CONTRACTOR to assign to the City any subcontracts or purchase orders for materials that the City chooses to retain for completion of the project. Any materials or equipment paid for by the City shall become the City's property.

12.3 CONTRACTOR'S Right to Terminate

CONTRACTOR may terminate this Agreement for cause if the City materially breaches its obligations, such as failing to pay undisputed amounts due within 60 days after written notice from CONTRACTOR of delinquency, provided CONTRACTOR has given the City at least 30 days' prior written notice of such breach and an opportunity to cure. CONTRACTOR may also terminate if work is stopped for 90 days through no fault of CONTRACTOR due to a court order or substantial failure of the City to perform. CONTRACTOR'S termination must be by written

notice to the City. In such event, CONTRACTOR shall be compensated in the same manner as a termination for convenience (as CONTRACTOR'S sole remedy), and no anticipatory profit or consequential damages may be claimed.

13. ASSIGNMENT

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the City.

14. 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.

15. MODIFICATIONS

The City reserves the right to make changes to the scope of work, including additions, deletions, or other revisions. Any modification that affects compensation, rate schedules, or other material terms shall be in writing and executed by both parties (or otherwise processed in accordance with the Solicitation documents).

CONTRACTOR shall not perform any work or furnish any materials outside the scope of the Agreement unless pre-authorized in writing by the City. Work performed without proper authorization is done at the CONTRACTOR'S own risk and the City may refuse to pay for such work.

16. 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.

17. ATTORNEY'S FEES AND VENUE

In the event of any litigation, arbitration, or mediation arising from or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, including fees and costs incurred at the trial, appellate, and post-judgment collection levels. This provision is applicable to any proceeding whether sounding in contract, tort, or statute. For purposes of this Agreement, "prevailing party" means the party that substantially obtains or defeats the relief sought, as determined by the court or other tribunal having jurisdiction. If each party prevails on some aspect of the dispute, the attorneys' fees and costs shall be apportioned by the court/tribunal in a fair manner.

The parties stipulate and agree that any and all claims, demands, actions or suits whatsoever, arising under this Agreement shall be subjected to the sole and exclusive jurisdiction and venue of the 14th Judicial Circuit in and for Bay County, Florida.

43. 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

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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.

18. 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: _____

19. 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:

- Notice to Proposers
- Scope of Work/Specifications
- Submittal Response
- Evaluation Process
- Affidavit Regarding the Use of Coercion for Labor and Foreign Countries of Concern
- Proposer's Certification
- Terms and Conditions
- Agreement
- Exhibit A – Insurance Requirements
- Contractor's Complete Proposal
- Any Additional Exhibits or Appendices to the RFQ

ADDENDA (S)

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

IN WITNESS WHEREOF, the CONTRACTOR has executed this Agreement as of the day and year written below.

CONTRACTOR

By:
Title:
Date:

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

By: _____
Drew Whitman, City Manager

ATTEST:

Date: _____

City Clerk

PCB26-27 RFQ – TOWING SERVICES

GENERAL TERMS AND CONDITIONS

These Standard Terms and Conditions govern the bidding process for all City of Panama City Beach solicitations, including and not limited to Invitations to Bid (ITB), Requests for Proposals (RFP), and Requests for Qualifications (RFQ). The Terms and Conditions address pre-award matters such as bid submission, evaluation, award, protests, and bidder responsibilities. Substantive terms and conditions regarding performance including insurance, indemnity, and other contract administration provisions will be set forth in a separate Agreement with the successful vendor, as described herein. These Terms and Conditions are to be interpreted and applied in a manner consistent with the City's Purchasing Manual and Charter, and they are incorporated by reference into every publicly advertised City solicitation. In case of a conflict between these standard terms and any bidder-supplied terms, the City's terms shall prevail. The City reserves the right to modify or supplement these conditions in any specific solicitation or contract as set forth in the publicly advertised bid.

A copy of the City's Procurement 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

For purposes of City solicitations and these bidding terms, the following definitions apply (terms may be used interchangeably in solicitation documents):

- City – The City of Panama City Beach, Florida.
 - Solicitation – An ITB, RFP, RFQ, or other request issued by the City to invite responses for a procurement.
 - Bid or Proposal – An offer submitted by a Bidder/Proposer in response to a City Solicitation.
 - Bidder or Proposer – Any individual or firm submitting a Bid or Proposal to the City.
 - Contractor or Vendor (Successful Bidder) – The Bidder/Proposer that is awarded the contract or purchase order by the City.
 - Contract or Agreement – A binding legal document between the City and the Contractor for the procurement of goods or services. The contract includes the Solicitation, all addenda, required affidavits/forms, the executed Agreement, and all related documents including these Standard Terms and Conditions.
 - Responsive Bidder – A Bidder whose offer meets all material requirements of the Solicitation (including the specifications and formal submission requirements).
 - Responsible Bidder – A Bidder with the capability, capacity, integrity, and reliability to fully perform the contract requirements in good faith.
- Additional definitions of specific terms are provided in the City's Procurement Manual and may be provided in the Solicitation documents as needed.

2. Solicitation Process and Addenda

Addenda: The City may issue written addenda to the Solicitation to provide clarifications, answer questions, or make changes prior to the bid closing date. Only written addenda are binding on the City. Bidders must not rely on any oral statements; if an apparent conflict exists between the original Solicitation and an addendum, the last addendum issued prevails. It is the Bidder's sole responsibility to ensure that they have received and acknowledged all addenda before submitting a bid. Addenda will be posted on the City's website and/or the electronic bidding platform (e.g. DemandStar), and the City will not be responsible for a Bidder's failure to obtain addenda.

Cone of Silence: From the time a solicitation is advertised until an award is made, the City enforces a strict "Cone of Silence." During this period, Bidders and their representatives shall not communicate with City Council members, the City Manager, or other City staff except the Purchasing Manager regarding any aspect of the solicitation. All correspondence or inquiries during the bidding process must be directed to

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the designated Purchasing contact. Any violation of this Cone of Silence policy may result in the City rejecting the offending Bidder's offer.

Requests for Clarification: Bidders should examine all solicitation documents carefully. Any questions or requests for interpretation must be submitted by the deadline (if provided) and in the manner specified in the Solicitation. The City may issue addenda to address such questions (see above). Bidders shall furnish any additional information the City reasonably requests for evaluation of bids (for example, to demonstrate financial resources or ability to perform). Failure to provide requested information may result in the bid being deemed non-responsive.

Cancellation of Solicitation: The City reserves the right to cancel any Solicitation, in whole or in part, when determined to be in the City's best interest. The City is the sole judge of its best interest in this context. Bidders have no rights against the City arising from a Solicitation that is withdrawn or canceled prior to award.

3. Preparation and Submission of Bids

Bid Forms and Execution: Bids must be submitted on the official forms provided by the City (whether physical or electronic forms) without alteration. By submitting a response, the Bidder affirms that no changes or alterations have been made to the City's solicitation documents except for filling in required information or providing requested attachments. Each bid must be signed by an authorized representative of the Bidder. If the person signing is not the company's president or owner, written evidence of authority (such as a power of attorney or corporate resolution) should accompany the bid. For bids submitted by a corporation, the bid should be executed in the corporate name by the president or other authorized officer (with evidence of authority). Bids by a partnership should be signed by a general partner with title noted. The signature on the bid certifies the Bidder's intent to be bound by the bid and acceptance of these terms.

Bidder's Acknowledgment: By submitting a Bid, the Bidder acknowledges and certifies that it has read and understands the full scope of work, specifications, and requirements of the Solicitation, and has full knowledge of the goods or services to be provided. Submission of a Bid is deemed an offer to contract on the City's terms and an acceptance of all conditions in the Solicitation unless exceptions are explicitly accepted by the City.

Bidder's Expenses: All costs incurred by a Bidder in preparing and submitting a response (including any travel or presentation costs) are the sole responsibility of the Bidder. The City will not be liable for any such costs, regardless of the outcome of the solicitation.

Submission Method and Deadline: Bids must be submitted by the date and time and in the manner specified in the Solicitation (e.g. electronically via the designated platform or in sealed physical form to the specified address). Late bids will not be considered. It is the Bidder's responsibility to ensure the bid is submitted on time. If a Bid requires a sealed hardcopy submission, it must be delivered in a sealed envelope with the Solicitation number and title clearly marked. Electronic bids must be properly uploaded per instructions. The City will not accept responsibility for bids misdelivered or delayed due to Bidder error.

Modification or Withdrawal of Bids: Prior to the scheduled bid opening or due date, a Bidder may revise or withdraw its bid by providing written notice to the City (or by the electronic method provided, if applicable). If re-submitting a revised bid, the entire bid package must be resubmitted (do not simply send corrected pages unless instructed). No changes or withdrawals will be accepted after the bids are opened or the submission deadline has passed, unless specifically permitted in the bid solicitation, in which case all bidders will be given equal right and opportunity to revise their bids.

Responsiveness and Minor Irregularities: Bidders are expected to follow all Solicitation instructions and provide complete responses. The City may reject any bid that is not submitted in the format or manner specified. Inclusion of any terms or conditions in the bid that conflict with or purport to alter the City's

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Contract Documents may render the bid non-responsive. The City, however, reserves the right to waive minor irregularities or informalities in any bid if such waiver is in the City's best interest and does not affect the substantive rights of other bidders. The determination of whether an irregularity is minor shall be made at the sole discretion of the City.

Right to Reject Bids: The City reserves the right to reject any or all bids (in whole or in part) when such rejection is in the City's best interest. This includes the right to reject all bids if none are deemed satisfactory or if the City decides not to proceed with the procurement.

Alternate Bids / Equivalent: 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. Solicitations shall allow for "equal" products and services, and Bidders must clearly identify any alternates and provide supporting information (e.g. product literature) to permit a thorough evaluation of equivalency. The determination of whether an alternate product or service is equivalent and acceptable is at the sole discretion of the City. Unless an alternate is expressly proposed and accepted, the Bidder will be expected to furnish exactly what is specified in the City's requirements.

Deviations from Specifications: Any deviation from the specifications must be clearly stated in the bid and explained in detail. The City Manager (or designee) must accept any material deviations in writing for the bid to remain under consideration. In the absence of an explicit deviation noted in the bid, the City will assume the Bidder intends to meet all specifications as written, and the successful Bidder shall be held to strict compliance with those specifications using only material and workmanship of the finest quality.

4. Bid Opening and Evaluation

Evaluation of Responses: The City will examine each timely-submitted bid for responsiveness to the Solicitation requirements and will evaluate Bidders for responsibility (including the capability to perform and integrity/reliability) according to the Solicitation. The City may require a Bidder to furnish additional information or documentation regarding the Bidder's qualifications, financial stability, or ability to perform. The City may also conduct a pre-award inspection of a Bidder's facilities or past projects to verify capacity and quality before award. The City will not consider any bid that is determined to be non-responsive (not in conformance with material requirements) or from a Bidder deemed not responsible. In addition, no consideration will be given to bids from vendors who are delinquent on City obligations or who are debarred, suspended, or otherwise ineligible to participate in public contracts.

Responsive/Responsible Determination: The City is bound by Florida law (Section 287.05701, F.S.) not to request or consider certain information unrelated to the quality and price of goods/services when determining if a Bidder is responsible. Specifically, the City will not consider a Bidder's social, political, or ideological interests or contributions in making responsibility determinations. Instead, responsibility will be based on objective criteria, such as the Bidder's resources, references, past performance, licensure, etc., as relevant to the solicitation. The City's decision regarding responsibility and responsiveness is final and not subject to protest except as part of an award decision (see Protest Process below).

Tie Bids: In the event two or more bids are equal in price and quality, the City will follow any applicable state or local preference laws or tie-breaking policies (e.g. preference to local businesses or those adopting a drug-free workplace program). Bidders are advised that Florida law prohibits local preferences for construction services in certain circumstances (per F.S. 255.0991) and prohibits tie preferences based on political contributions.

5. Award of Contract

Basis for Award: The City will award the contract to the lowest priced, responsive and responsible Bidder that meets all requirements of the Solicitation. In a competitive bid (ITB), award will normally be made to

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the qualified Bidder submitting the lowest total bid price (or lowest price per item, if multiple awards are stated as possible), provided that the City may choose not to award to that Bidder if it determines the lowest Bidder does not offer the reliability or quality of service or product that would best serve the City's needs. If the lowest Bidder is bypassed, the City Council must state on the record the reasons for awarding to a different Bidder (such as differences in quality, service, or reliability). In a Request for Proposals (RFP) or other qualitative solicitation, the City will award to the highest-ranked Proposer based on the evaluation criteria published, which may consider price and other factors. In a Request for Qualifications (RFQ), the City will rank firms based on qualifications and then attempt to negotiate a fair contract with the top-ranked firm. Ranking will be consistent with Florida's Consultants' Competitive Negotiation Act for certain professional services where applicable.

Right to Award Multiple or Partial Contracts: The City reserves the right to award multiple contracts or to award by individual line item or groups of items if such division is in the City's best interest. The City also reserves the right not to award some line items if those items are not needed or if all pricing received is unsatisfactory.

Notice of Award: A recommendation for award will be made to the City Council or other awarding authority for approval. After official award approval, the City will issue a Notice of Award or similar document to the Successful Bidder. Award by the City Council does not constitute a binding contract until either a formal Agreement is executed by both parties or a Purchase Order is issued (for simple purchases).

Execution of Agreement: For solicitations that include a separate Agreement (contract) document to be executed by the vendor (such as most ITBs and RFPs for services or complex projects), the form of Agreement is provided with the bid package for Bidder review. Bidders should review the attached Agreement prior to bidding, as the City intends to enter that Agreement with the Successful Bidder with minimal or no modification. By submitting a bid or proposal, the Bidder is generally agreeing to execute the City's Agreement as written, or as mutually negotiated. The Successful Bidder will be required to sign the Agreement in the form published with the Solicitation (subject to any changes explicitly made or allowed by the City) as a condition of the award.

Post-Award Requirements: After Notice of Award, the Successful Bidder must promptly submit any required documents as outlined in the Solicitation or award notice. This may include proof of insurance, payment and performance bonds (if required for the project), and execution of the formal Agreement. If the Successful Bidder fails to promptly and properly execute the required Agreement or fulfill pre-contract conditions, the City may cancel the award and proceed to the next ranked Bidder or re-solicit at its discretion. Additionally, failure to execute the contract or to meet any post-award requirement can result in termination of any tentative contract and may subject the defaulting Bidder to liability for the difference in cost to the City in procuring the goods/services from others, as well as other damages including attorney's fees.

6. Bidder Responsibilities and Ethics

Truthful and Binding Offers: By submitting a bid or proposal, the Bidder guarantees that the offer is genuine and not made in collusion with any competing Bidder. Each Bidder certifies that it has not agreed or conspired with any other firm to set prices or refrain from bidding (no "cover" bids). Any such collusion is grounds for disqualification and may be reported to appropriate authorities. Bidders must also ensure that no City officer or employee has a material financial interest in the Bidder's business, and that they have not offered or given any gift, payment, or gratuity to any City official or employee to influence the procurement. Violation of these ethics rules will result in rejection of the bid and may subject the Bidder to debarment or legal penalties.

Public Entity Crimes: In accordance with Florida Statutes §287.133, by submitting a bid the Bidder certifies that neither it nor its affiliates has been convicted of a public entity crime and placed on the Florida Convicted Vendor List in the past 36 months. A person or affiliate on the Convicted Vendor List may not

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transact business with the City in excess of the Category Two threshold amounts (currently \$35,000) for a period of 36 months from the date of being added to the list. Any bid received from a listed vendor shall be rejected. If a Contractor is later found to have been on the Convicted Vendor List at time of contract, the contract shall be voidable by the City.

Suspension/Debarment – Antitrust, Scrutinized Companies, and Other State Listings: The Bidder certifies through its offer that it is not prohibited from contracting with public entities on any of the following bases:

- **Antitrust Violator Vendor List:** The Bidder is not on the State of Florida's Antitrust Violator Vendor List (per F.S. 287.137) for conviction of a federal or state antitrust violation. An entity on this list may not submit bids or be awarded public contracts, and if it is later discovered that a Contractor was on the list at time of contract, it will be grounds for termination by the City.
- **Scrutinized Companies:** The Bidder certifies it is not on any Scrutinized Companies list (which includes companies engaged in certain prohibited business operations in Sudan, Iran, or with the government of Venezuela or Syria) and is not engaged in a boycott of Israel, as per Florida Statutes §§287.135 and 215.473. If the City determines that a Contractor has submitted a false certification regarding these matters or is subsequently placed on such a list, the City will have the right to terminate the contract. For contracts that involve access to individuals' personal identifying information, beginning January 1, 2024, the Bidder must also certify via affidavit that it is not owned by or domiciled in a foreign country of concern (e.g., China, Russia, Iran, North Korea, Cuba, Venezuela, Syria) or that it does not have certain relationships with those countries, as required by F.S. 287.138. Failure to provide such affidavit or false certification in this regard will likewise allow the City to terminate the contract and may result in additional penalties.
- **Discriminatory Vendor List:** The Bidder confirms it is not on the Florida Discriminatory Vendor List (F.S. 287.134) which lists entities who have been found to discriminate in contracting. A company on this list may not be awarded or perform work on any public contract. If a Contractor or its affiliate is placed on the Discriminatory Vendor List during the course of a contract, the Contractor must notify the City and the contract will be terminated.

If a Bidder is unable to certify compliance with any of the above, it must disclose this fact and explain in its bid. The City may decline to award to any Bidder found non-compliant with state requirements regarding these vendor prohibitions. Misrepresentation on these points is grounds for contract termination and may result in legal consequences.

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.

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. By submitting a bid without any disclosures, Bidder certifies that to the best of the Bidder's knowledge, there are no conflicts of interest relating to their submission.

E-Verify Employment Eligibility: Pursuant to Florida Statute §448.095, the City may not enter into a contract unless the contractor and its subcontractors are registered with and use the federal E-Verify system to verify the work authorization of all newly hired employees. By submitting a bid, the Bidder certifies that it and its proposed subcontractors are registered with and use E-Verify to confirm employment eligibility of all new hires. If chosen for award, the Contractor must continue to utilize E-Verify during the contract term and

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require its subcontractors to do the same. Failure to comply with E-Verify requirements is a material breach of contract and shall result in termination of the Contractor by the City. If a Contractor is terminated for an E-Verify violation, the Contractor will be ineligible for public contracts for a period of one (1) year and may be liable for any additional costs incurred by the City due to the termination.

Local and Federal Law Compliance: Bidders shall comply with all applicable local, state, and federal laws in the preparation and submission of their bids. This includes compliance with the Florida Public Records Law, the Florida Sunshine Law, and any applicable grant or funding requirements if the procurement is federally or state-funded (e.g., adherence to federal equal opportunity clauses, Davis-Bacon Act for certain projects, etc.). The City will incorporate required federal provisions into the contract if federal funds are involved. Bidders are expected to be familiar with such requirements or ask for clarification during the question period.

No Mandatory Arbitration: The City will not agree to any clause from a vendor that mandates arbitration or mediation of disputes. All contracts with the City are governed by Florida law, and any legal proceedings must be filed in the state courts of Bay County, Florida. By submitting a bid, the Bidder acknowledges that any term in its proposal requiring arbitration, mediation, or any forum outside of Bay County is rejected by the City.

7. Public Records and Confidential Information

Florida Public Records Law: All Bid submissions and related communications are subject to Florida's broad public records law (Chapter 119, Florida Statutes). Bids are public records once opened, except to the extent that certain exemptions apply. If a Bidder believes that any portion of its response is exempt from public disclosure under Florida law (for example, trade secrets under §812.081 or other statutory exemption), the Bidder must clearly mark the specific information claimed as exempt and cite the legal basis for the exemption in the response. Do NOT mark the entire bid as confidential, only those portions that legitimately qualify. Failure to identify a trade-secret or confidential portion at the time of submission will result in that information being treated as public and available for release upon request.

Even information marked as confidential may be subject to review by the City and determination by the City Attorney's Office or a court as to whether it is in fact exempt from disclosure. If the City receives a public records request for information designated by the Bidder as confidential, the City may notify the Bidder to seek any appropriate judicial relief. If the Bidder's claimed exemption is challenged, the Bidder shall be responsible for defending its assertion of exemption in court at its own cost. The City will not disclose properly exempt information unless required by law but assumes no liability for release of information not properly marked or determined by law to be public.

City's Handling of Confidential Claims: If a Bidder inadvertently submits confidential information, the City in its discretion may permit the Bidder to redact such information if it is clearly exempt and the request to redact is made promptly upon discovery. Alternatively, the City may require Bidders to submit a redacted copy of their proposal (with claimed confidential portions blacked out) to facilitate public record requests. However, absent a specific exemption, the City is obligated to provide copies of bid documents to any person who makes a public records request after the City's notice of intended decision or 30 days after bid opening (whichever occurs first), per Florida law. If the City rejects all bids and intends to reissue the solicitation, the bids can remain exempt from disclosure until an intended decision on the reissued solicitation or the reissued solicitation is withdrawn, but no longer than 12 months after the notice of rejection.

Bidder's Public Records Responsibilities: By participating in a City solicitation, bidders acknowledge that if awarded a contract, they will be responsible as a Contractor for complying with Florida public records laws related to that contract. Specifically, the contractor will be required to: (a) keep and maintain all public records required to perform the services; (b) provide public access to those records on the same terms as the City would and at a cost no greater than allowed by law; (c) ensure that exempt or confidential records

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are not disclosed except as authorized by law; and (d) upon completion of the contract, transfer all public records to the City (at no cost) or meet all statutory requirements for retaining public records if not transferred. This condition is expressly incorporated into all City contracts. Failure to comply with public records obligations is a material breach of contract that can result in termination. If a Bidder has questions about the application of Chapter 119 to its bid or any resulting contract, they should consult with their legal counsel. The City's City Clerk (Custodian of Records) is the point of contact for any questions on public records compliance: 17007 Panama City Beach Pkwy, Panama City Beach, FL 32413, 850-233-5100, CityClerk@pcbfl.gov.

8. Protest Procedure

Notice of Intent to Award: After the City's evaluation of bids/proposals and requisite approvals, the City will send out a notice of the award decision (typically by email) to all respondents, informing them of the City's intended award and identifying the successful Bidder(s). This notice will usually follow City Council approval (if required) and will start the clock for any protest. Please note: Approval by the City Council or other authority does not automatically form a contract; a contract will be executed after any protest period has passed or any protest is resolved.

Right to Challenge Award: Any Bidder or interested party who is aggrieved by the intended decision and has legal standing may initiate a bid protest. The City's exclusive protest procedure for solicitations is as follows: The protesting party must electronically notify the City's Purchasing Manager and City Attorney of its intent to challenge the award decision no later than one (1) business day after the City issues the notice of intended award. If no notice of intent to protest is received by the end of the next business day after the award notice, the City will proceed with contract execution with the selected vendor.

Filing a Protest: If the City receives a timely notice of intent to protest, it will suspend further contract action pending resolution, unless the City Manager makes a written determination that immediate execution of the contract is necessary to protect substantial City interests. The protesting party then has fourteen (14) business days after its notice of intent to file an action in the Circuit Court of Bay County challenging the City's award decision. This court filing serves as the formal protest. If the party fails to file a court challenge within 14 business days after providing its notice of protest, the City will proceed with awarding and executing the contract.

Standard for Court Review: In any such judicial action, the court will uphold the City's award decision unless the court determines that the City (or its officials) acted in bad faith or in an illegal, fraudulent, oppressive, or arbitrary/capricious manner in rendering the decision. In other words, the City is afforded broad discretion in its procurement decisions, and a protester must meet a high standard to overturn the City's award. If a court finds the City acted appropriately, the City's decision will stand. If the court finds otherwise, it may order appropriate relief consistent with Florida law.

Limitations on Protests: Florida law and City policy do not allow protests of anything other than an actual award decision. No other decisions or actions within a solicitation process are subject to protest. For example, a Bidder may not protest the Solicitation's specifications, any rejection of bids/proposals prior to award, a determination of non-responsiveness or non-responsibility, or a decision to cancel and re-solicit, *except* as those might factor into an ultimate award decision. The City's process is that only the final award recommendation/decision can be contested, and only by filing the described court action. By participating in a City solicitation, Bidders agree to these restrictions on protests and waive any other protest or appeal mechanisms. Failure to follow this exclusive procedure will bar the claim or protest.

Stay of Award: If a protest notice is received in time and a court action is filed as described, the City will stay the award and contract execution until the protest is resolved by the court, unless an emergency or other conditions justify continuing as noted above. If no timely protest notice is received, or if a notice is received but no court action is filed within the 14-day window, the City will proceed to formalize the award and the opportunity to protest is lost.

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9. Additional Provisions

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.

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.

Bidder's Familiarity with Laws and Site Conditions: Where a Solicitation involves performance of services or construction, it is the Bidder's responsibility to review the site or work location (if applicable) and acquaint itself with conditions that may affect the cost or feasibility of the work. Submission of a bid is a representation that the Bidder has familiarized itself with all relevant conditions and laws (including but not limited to labor laws, permitting requirements, environmental regulations, etc.) that will govern the work. The City will not consider any claims for additional compensation based on the Bidder's failure to account for known or easily ascertainable conditions.

Licenses, Permits, and Fees: The Successful Bidder (Contractor) must obtain and maintain at its own expense all necessary licenses, certifications, permits, and inspections required to perform the contract in compliance with federal, state, and local law. The Contractor is responsible for paying any fees associated with such permits or licenses. If fines or penalties are imposed on the City or Contractor due to the Contractor's failure to obtain or maintain required permits or licenses, the Contractor shall bear all such costs and penalties.

Insurance: Bidder shall comply with all insurance requirements set forth in a 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. 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.

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.

Optional Use by Other Governmental Entities; Cooperative Purchasing and Administrative Fee:
(a) Optional Use. By submitting a response, Bidder acknowledges that the City may, at its sole discretion and as permitted by law, allow other Florida public agencies, political subdivisions, or eligible non-profit public procurement cooperatives ("Participating Agencies") to purchase the goods and/or services awarded under this solicitation on the same or better terms, conditions, and pricing as extended to the City.

(b) Separate Relationship with Participating Agencies. Any such use by a Participating Agency shall be solely between that Participating Agency and the Successful Bidder. Each Participating Agency shall issue its own purchase orders or agreements, be solely responsible for its own payment obligations, and be entitled to all warranties and remedies directly from the Successful Bidder. The City shall not be a party to, nor have any responsibility for, any transaction between the Successful Bidder and a Participating Agency, and no such transaction shall create any contractual relationship, obligation, or liability between the City and the Participating Agency or the Successful Bidder.

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(c) Administrative / Cost-Sharing Fee to City. As a condition of permitting cooperative use of any agreement awarded from this solicitation, the City may require:

(1) that the Participating Agency reimburse the City for all or a portion of its procurement and contract administration costs through an administrative or cost-sharing fee; and/or
(2) that the Successful Bidder collect from the Participating Agency and remit to the City an administrative or cooperative purchasing fee calculated on purchases made by the Participating Agency under the agreement. The amount, calculation method (e.g., fixed amount or percentage of purchase), and payment terms for any such fee shall be established by the City in an interlocal or cooperative use agreement with the Participating Agency, in the agreement published with this bid, where applicable, or in a separate written instrument executed by the City and the Successful Bidder.

(d) No Surcharge to City; Pricing to Participating Agencies. Any administrative or cooperative purchasing fee payable to the City in connection with cooperative use of the agreement shall not be separately charged or added as a line-item surcharge on invoices issued to the City for its own purchases under the agreement. The Successful Bidder shall extend to Participating Agencies pricing that is no less favorable than the pricing awarded to the City, subject only to any adjustments expressly authorized by the agreement published with this bid, where applicable.

(e) Information Sharing and Reporting. Bidder agrees that, to facilitate cooperative purchasing, the City may share the resulting agreement and related procurement documentation with Participating Agencies. If the City requires the Successful Bidder to remit an administrative or cooperative purchasing fee, the Successful Bidder shall maintain reasonable records of sales made to Participating Agencies under the City's agreement and shall provide periodic sales reports to the City in the format and at the intervals specified in the agreement published with this bid, where applicable, or other written instruction from the City.

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.

10. 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.

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11. 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

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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.

12. 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.

13. 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.

14. Subcontracts

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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.

15. Conflict Of Interest – See Terms and Conditions

16. 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.

17. 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.

18. 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

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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.

19. 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 and 2 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 of 2 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.

20. 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.

21. 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."

22. 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.

23. Compliance With Federal Law, Regulations, and Executive Orders

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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.

24. 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.

25. 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.

26. 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.

27. Employment Eligibility Verification System (E-VERIFY) – See Terms and Conditions

28. Termination For Cause And/Or Convenience – See Contract.

29. 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).

30. 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.

31. Copeland "Anti-Kickback" Act

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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 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

32. 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.

33. 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.