



**REQUEST FOR PROPOSALS
PCB23-41 RFP WEB INVESTIGATION PLATFORM SOFTWARE**

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

**Date of Issue: June 8, 2023
Responses Due: June 29, 2023**

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NOTICE TO PROPOSERS

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The City of Panama City Beach is accepting electronic (e-submission) and sealed Bids from qualified vendors to provide a web investigation platform software and staff training for the City's Police Department.

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

All proposals must be received no later than **Thursday, June 29th, 2023, at 9:00AM CDT** at which time all Bids will be publicly opened and read.

The request for Proposal documents may be downloaded online at www.demandstar.com and on the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> starting on **Thursday, June 8th, 2023**.

- Electronic Proposals will only be accepted when submitted through DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and one electronic copy (USB flash drive preferred) may be delivered to the City Hall Office at the address below. Any sealed Proposal submitted on paper must identify and clearly mark the Bid # **PCB23-41 WEB INVESTIGATION PLATFORM SOFTWARE** on the package. Receipt of a Proposal by any Panama City Beach Office, receptionist, or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

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

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

Any and all questions regarding the proposal documents shall be directed to the City of Panama City Beach Purchasing Manager: Carrie Jagers, by email at purchasing@pcbfl.gov. Contact with any other City official or City employee for the purpose of inquiries regarding this proposal or the meaning or interpretation of these specifications shall be grounds for disqualification.

The City reserves the right to accept or reject any and all RFPs in whole or in part, to waive informalities in the RFP documents, to obtain new RFPs, to postpone the opening of RFPs, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFP and proceed by whatever appropriate means it may elect. Each Request for Proposals shall be valid to the City for a period of sixty (60) days after opening.

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 a physically handicapped person 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.

REQUEST FOR PROPOSALS

1. **INTRODUCTION:** The City of Panama City Beach Police Department is seeking proposals to find a qualified company that can provide a commercial-off-the-shelf (COTS) software and training for a web investigation platform to streamline the process of analyzing large quantities of data from various open-sources, such as surface, deep, dark web, and social media, in order to provide routine and critical information to the agency.

2. **BACKGROUND:** The Panama City Beach Police Department is located at 17115 Panama City Beach Parkway, Panama City Beach, Florida 32413 and operates 24-7-365. The Communications Center receives 9-1-1 and non-emergency calls for service. The city is a little over 18 square miles and our department currently has 86 sworn officers and 20 civilians as support staff. We provide professional law enforcement services to our 19,000 full time residents, but because we are a very popular tourist destination our population can swell to well over 100,000 people on any given week during our busy months. Our department also maintains security during numerous special events that occur each year like Thunder Beach Motorcycle Rallies and large concert events such as Gulf Coast Jam. We currently have minimal web-based investigative software and are looking to expand and upgrade our capabilities.

Description	Date/Time
Advertise RFP	June 8 th , 2023
Deadline for Proposers to submit written questions or seek clarification of the specifications	June 22 nd , 2023 @ 4:00PM CDT
Proposal Submission Deadline	June 29 th , 2023 @ 9:00AM CDT
Estimated Committee Review and Selection	July 10 th , 2023 @ 10:00AM CDT
City Council Review and Action	July 27 th , 2023
Estimated Notice of Award Date	July 28 th , 2023

THE CITY RESERVES THE RIGHT TO:

- a. Accept or reject any and all Proposals, whole or in part.
- b. Conduct investigations of the qualifications of the Proposers as deemed appropriate.
- c. Inspect the individual or organization and take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
- d. Reject all submitted Proposals and provide for the request of additional Proposals whenever it finds that the Proposals submitted are not responsive to the request for Proposals, or that the Proposal are not responsible.
- e. Waive any technicalities or informalities.
- f. Award a contract deemed to be in the best interest of the City.
- g. Retain all Proposals and to use any ideas in a Proposal regardless of whether that Proposal is selected.

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TERMS AND CONDITIONS

ADDENDUM: If it becomes necessary to revise or amend any part of this Invitation for Bid, the City's Purchasing Manager will furnish the revision by written Addendum through the City's solicitation hosting platform at www.demandstar.com. Addenda information will also be posted online at the City of Panama City Beach website: <https://www.pcbfl.gov>. Bidders are solely responsible to ensure they have received all addenda(s) prior to submitting their Bid.

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.

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

BIDDER ACKNOWLEDGEMENT: By submitting a Bid, the Bidder certifies and or acknowledges that he/she has full knowledge of the scope, nature, quality of product to be provided, and/or quality of work to be performed.

Submission of a Bid indicates acceptance by the individual or vendor of the conditions contained in this invitation to Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City of Panama City Beach and the individual or vendor selected.

BIDDER EXPENSES: The City is not responsible for any expenses that a Bidder may incur in preparing and submitting Bids called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing, photocopying, postage, per diem, travel expenses and the like, incurred by the Bidder. The City will not be liable for any costs incurred by the Bidder in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

CHANGE ORDER: No out-of-scope services shall be performed in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

CONE OF SILENCE: The City observes a cone of silence and policies for ethical and professional behavior on all advertised solicitations. Potential bidders and their agents must not communicate in any way with the City Council, City Manager, or any City Staff other than the Purchasing Manager in reference to or relation to this solicitation. This restriction is effective from the time of bid advertisement until an award is made by the City Council. Such communication may result in disqualification.

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 boards 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.

DEFAULT/FAILURE TO PERFORM: The City of Panama City Beach shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the award, to furnish required documents, and/or fulfill any portion of this contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the Purchasing Division will provide the Bidder three (3) days notice (weekends and holidays excluded) to remedy the default. Failure on the Bidder's part to correct the default within the required three (3) days shall result in the contract being terminated, upon the Purchasing Manager notifying in writing the Bidder of its intentions and the effective date of the termination. The following shall constitute default: The City of Panama City beach may terminate the Contract if the Bidder fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement.

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

DOING BUSINESS WITH THE CITY. When a vendor is awarded a contract with the City, the City will request a copy of the vendor's completed W-9 to register the vendor in the City's financial system for invoice processing and payment. Vendors may choose ACH or virtual card for payments, as these forms of payment result in quicker payment of invoices.

E-VERIFY: The awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility", as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-Bidders to provide an affidavit attesting that the sub-Bidder does not employ, contract with, or subcontract with, an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Bidder knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Bidder, the Bidder may not be eligible for or awarded a public contract for a period of one (1) year after the date of termination.

FORCE MAJEURE: Neither the City nor the Bidder shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to wars, acts of God, acts of terror, labor disputes, flood, windstorm, explosion, riots, sabotage, and fire and pandemic, provided that prompt notice of such delay is given to the other party. The time for performance shall be extended for a period equal to the duration of the Force Majeure.

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

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If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim.

INSURANCE: Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: Risk Management Director, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed to the Purchasing Manager. Interpretations that may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Panama City Beach.

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

NON-COLLUSION: The Bidder certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Bidder shall certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

NOTIFICATIONS: The City of Panama City Beach's official website for notices, Bids, addendums, and other documents is located at <https://www.pcbfl.gov>. Bidders are also advised that www.demandstar.com is one of the City's sourcing methods of notices, addendums, Bids, and other documented communications for the procurement process. The City is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Bidders are responsible for checking www.demandstar.com or <https://www.pcbfl.gov> for information and updates concerning solicitations or contact the Purchasing Manager.

OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES: All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a proposal to other Florida governments under the same conditions, for the same contract price, and for the same effective period, should the Bidder feel it is in their best interest to do so.

PAYMENT: Upon acceptance of work by the City, the City shall make payment to the Bidder in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Bidder when

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requested to do so by the City's Department Representative. All invoices shall be directed to Accounts Payable, City of Panama City Beach.

PURCHASING POLICIES. 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.

PUBLIC ENTITY CRIMES: By submission of response to the City's Invitation to Bid, Bidder acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, contractor, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287-017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

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

If the City rejects all Bids or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Bid or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all Bids, or replies.

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

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Bidder or keep and maintain public records required by the public agency to perform the service. If the Bidder transfers all public records to the public agency upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk. Only the City of Panama City Beach reserves the right to reject all Bids, or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

If Bidder purports to add terms or conditions to its Bid, takes exception to any provisions of the Bidding Documents, or attempts to alter the contents of the Contract Documents for the purposes of the Bid, whether in the Bid itself or in a separate communication to the City, then the City will reject the bid as nonresponsive.

RECOMMENDATION OF AWARD INFORMATION: Notice of Award, Bids currently available, and Tabulation sheets will be available online at www.demandstar.com. Bidders who do not have Internet access may request a copy of the tabulation by contacting the Purchasing Manager. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

RESPONSIBLE BIDDER: A Bidder, business entity or individual who submits a Bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the Bid. The City may review vendor performance on City Contracts, and other public entity contracts, in arriving at a determination as to whether a Bidder meets the definition of a responsible vendor who may be recommended for award.

RESPONSIVE BIDDER: A Bidder, business entity or individual who has submitted a Bid or Bid that fully conforms in all material respects to the Invitation to Bid and all of its requirements, including all form and substance.

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TAX EXEMPTIONS: The City of Panama City beach is tax exempt. The City of Panama City Beach's tax-exempt number is 85-8012646361C-4.

TIME FOR CONSIDERATIONS: Bids will be irrevocable after the time and date set for the opening of Bids and for a period of sixty (60) days thereafter.

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SCOPE OF SERVICES

The Panama City Beach Police Department is seeking to purchase commercial-off-the-shelf (COTS) software-as-a-service for a web investigations platform to streamline the processes of analyzing large quantities of data from various open sources (surface web, social media, and deep and dark web) to provide routine and critical information to the agency.

The highest ranked proposers will demonstrate to The Panama City Beach Police Department's requirements below.

The platform must allow The Panama City Beach Police Department to achieve its goals by meeting or exceeding the following core capabilities:

1. Web investigations platform must automate Web Intelligence (WEBINT) gathering and analysis processes from different layers of the Web (Open, Deep & Dark) for both target and topic centric investigations without the need to maintain fictitious online personas or avatars.
2. The ability to gather information from parts of the internet whose contents are not indexed by standard search engines, the dark web sites which are non-existing on regular search engines, inaccessible by standard commercial web browsers and not listed on Internet Corporation for Assigned Names and Numbers (ICANN).
3. Capability of extracting social media content from various social media platforms including, but not limited to Facebook, Twitter, Instagram, YouTube, LinkedIn, Flickr, Tumblr, Vkontakte, Google+, Tik Tok, Tinder, Weibo, Viber, Twitch, Reddit, Parler, Gab, and Snap Chat.
4. Capability of displaying accounts or usernames for messaging sources such as WhatsApp, Viber, Telegram, Skype, Truecaller, etc.
5. Capability of searching the dark web including Tor, I2P, IRC, Openbazaar and Zeronet.
6. Supports adding and retrieving from any open-web type of forums, blogs, portals, social news, newsletters, news sites, media-sharing platforms, search engines, paste websites, etc.
7. Performs social media post analysis, such as identification of influencers and top authors, prevalent topics, and category intensity, including sentiments around a post.
8. Demonstrates the ability to use image & visage matching, landmark recognition, and optical character recognition (OCR).
9. Capability of rapidly completing searches and provide profile analysis within 30 minutes.
10. Demonstrates an easy-to-use graphical interface with dashboard technology, concurrent usage of search and analysis and enables the sharing of information between credentialed users.
11. Demonstrates Case and Project Management tools, prior case deconfliction tools as well as the ability for the administrator to assign cases or projects to credentialed users.
12. Capability of analyzing information in real time, in a timeline manner, query historical data and present retrieved information in an easy-to-use interface.
13. Capability of providing searchable, auditable on-chain activity and be able to save search results and represent visual link analysis of various searches to find connections between leads as well providing a visual timeline to enable users to see how data evolved for related analysis over a period of time.

14. Capability of conducting geographical searches:
 - a. Search tools via polygons and radiuses
 - b. Extract location information from posts and convert text location to geographical locations
 - c. For devices such as IoT, WiFi
15. Capability of providing centralized administration of the system and support multiple role-based users for the organization.
16. Capability to provide reverse image search where the analyst can provide a URL or upload an image to discover visually similar images from around the web.
17. Capability of analyzing a connection of a block chain cryptocurrency wallet.
18. Demonstrates the ability to combine the power of the internet, social media and dark web, intelligence, deep analysis, warrant return ingestion from META, Google, Twitter and Snapchat and report generation into one interface.
19. Capability of automatic real-time alerts or triggering an alert when a match is found based on the key words, emoji strings or user actions.
20. Capability of capturing the activity and patterns of a subject, for example the activity and volume per day of the week, platforms being used, and automatic detection of the language being used.
21. Capability of multi-language support with the ability to classify, understand the content and extract the entities in the text via its natural language processing capabilities, including identification of sentiments in multi-lingual texts.

SOFTWARE AS A SERVICE (SAAS)

A securely accessible SaaS based system is preferred to a locally hosted system.

SOFTWARE COMPATIBILITY

The software should be:

1. Compatible with Windows 10/11, Apple OS's and major internet browsers.
2. Designed and built as an enterprise system, with seamless integration to common enterprise cloud environments (e.g., Azure or Amazon Web Services), including complying with System and Organization Controls 2 (SOC 2)
3. Must be Azure certified and have the capability for single sign on capability (SSO) and two factor authentication.
4. Capable of consuming and integrating with 3rd party databases.
5. Application must utilize HTTPS connections.

PROJECT MANAGEMENT AND IMPLEMENTATION

The City will assign one individual to serve as the City's primary Project Manager (PM) for this project. This person will oversee deployment and implementation of the project. The PM will also coordinate efforts of subject matter experts, on behalf of the City, to ensure the proposed software solution and other work proposed, are installed, implemented and/or completed in a manner to best satisfy the requirements and interest of the City.

All proposers shall assign one individual to serve as the proposer's Implementation Project Manager (IPM). This person will work closely with the City's PM to ensure the proposed solution and all work to be performed complies with the terms of all applicable purchasing agreements and service contracts. The IPM shall be clearly identified by name and phone and email contact information shall be included within all submitted proposals.

Additionally, all proposers shall include within all submitted proposals a complete timeline indicating the chronology and time required to complete each step of the installation and implementation process.

TRAINING AND ONBOARDING

The Panama City Beach Police Department seeks a dedicated account manager for support and onboarding for the software.

Software Support and Maintenance

The City seeks to ensure the serviceability of the proposed software solution via competent, reliable and traditional software support and maintenance for all elements of the proposed software solution; inclusive of all features and modules contained therein. All proposers shall include within all submitted proposals a plan to provide comprehensive software support and maintenance for the proposed software solution for the first five (5) years of deployment.

TERMS

1. The successful Vendor, with approval from City Council, will enter into a contract with the City of Panama City Beach.
2. The initial contract period will be for a 3-year term with the ability to increase licenses as needed. The agreement may be renewed for two (2) additional one-year terms upon satisfactory performance by the Vendor.

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SUBMITTAL RESPONSES

FORMAT: Responses to this Request for Proposal should include the following:

1. INTRODUCTION/COVER LETTER: Proposers shall provide a letter of introduction not to exceed two (2) pages. The letter should highlight or summarize whatever information a Proposer deems appropriate as a cover letter; this section shall include the name, address, telephone number and email address of the designated person to whom all correspondence should be directed.
2. A brief overview of the Proposer's operational experience relevant to the Scope of Services as contained within this RFP. Must be able to conduct business and provide a software service to entities in the State of Florida.
3. An executive summary of the approach and methodology to be used to accomplish the Scope of Work of this RFP, highlighting the Proposer's safeguards and practices to ensure compliance with data retention and redundancy. Included should be a detailed implementation plan with a project schedule. Also, included should be a detailed description of specific tasks you will require from City staff and explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Services.
4. A specific work plan for the project, including the expected delivery date of completion. The work plan should identify deadlines by which City action, information or participation is required to move the project forward.
5. Provide a list of the staff members who will be assigned to the City to provide the services. Provide the name and contact information for the Manager/Supervisor who will be in charge of the City's account.
6. The Proposer shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP, and provide a statement of any litigation or pending lawsuits that have been filed against the Company in the last five years.
7. Any other information that proves the Proposer is capable of providing Web Investigation Software Services to the Panama City Beach Police Department.
8. References (at least three), including when and where your business provided similar services on a similar scale to other local government entities, along with the nature of the software provided. Please provide names and telephone numbers of contact person for each reference.
 - The City reserves the right to conduct reference checks for firms submitting proposals. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the contract to be executed based on this RFP, the City may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the Vendor.

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9. Proposed compensation. Proposals should include completed cost estimate sheets and any other necessary cost information. Pricing should include:
 - Annual cost for software and licensing
 - Cost for training staff and implementation costs.
 - Cost for ongoing technical support.
 - Any other information or optional functionality deemed necessary by the Proposer.

The complete submittal package shall not exceed thirty (30) pages excluding the standard forms.

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

1. Conflict of Interest
2. Drug Free Workplace
3. E-Verify Form
4. Non-Collusion Affidavit
5. Public Entity Crimes Form
6. Proposer's Certification
7. W9

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EVALUATION AND AWARD

The responses will be evaluated using two (2) sets of criteria. Proposers meeting the mandatory criteria will have their proposals evaluated for responsiveness. Responsive Proposers will then be scored on technical qualifications and cost.

The following represents the principal criteria which will be considered during the evaluation process.

1. MANDATORY ELEMENTS

- a. The Proposer adheres to the instructions in this proposal on preparing and submitting a complete proposal.
- b. The Proposer has provided sufficient information to substantiate the vendor's knowledge and experience with police record management software and on-going maintenance and support.
- c. The Proposer has executed all the required proposal documents.

2. TECHNICAL QUALITY

- a. Proposer meets or exceeds the needs described in the Scope of Services Required. (40 points)
- b. Cost (20 points)
- c. References (20 points)
- d. Vendor's capability of onboarding, training and ongoing support_(20 points)

The Proposer submitting the lowest total cost will receive the maximum points for the cost element of the evaluation. The other Proposers' scores will be based on a relative percentage of the dollar amount higher than the lowest price. The price points will be determined in accordance with the following formula:

$$\begin{aligned} &\text{Lowest Price} - A \\ &\text{Proposer's Price} - B \\ &\text{Total Possible Points for Price} - C \\ &\text{Points Earned by Proposer} - D \\ &\frac{A}{B} \times C = D \end{aligned}$$

EVALUATION COMMITTEE – An Evaluation Committee consisting of at least three members assembled by the City Manager will review and evaluate each Proposal submitted in response to this RFP based on the evaluation criteria and weighting identified herein. Submissions will be evaluated to determine those that best meet the needs of the City. Acceptance and approval of each proposal will be based on an evaluation of the information submitted by the applicants. The Evaluation Committee will tentatively meet on March 21st, 2023 at 10:00AM CDT in the City Hall Conference Room to evaluate and rank all firms.

1. After evaluation and ranking of submittals, the City Evaluation will recommend the highest ranked firm to the City Council for award.
2. The City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all proposers the reason for its rejection.

PCB23-41 RFP WEB INVESTIGATION PLATFORM SOFTWARE

PRESENTATIONS: At the sole determination of the Evaluation Committee, the top three (3) top ranked proposers based on submittal evaluations, may be required to make a presentation of their proposal.

1. If the Evaluation Committee desires presentations, this will provide an opportunity to clarify or elaborate on the proposal, but will not in any way provide an opportunity to change any items in the original proposal.
2. If presentations are elected, the Purchasing Manager shall schedule the time and location of these presentations and notify the selected firms. Presentations shall be limited to 30 minutes, including the question-and-answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified firm(s) for this proposal. Additional information and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.
3. A new scoring sheet shall be prepared, based on the identical criteria, and weighing below, for each presenter. The scores from the submittal and from the presentation shall be averages to determine the final ranking. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to begin negotiations with the highest ranked firm.

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PROPOSER'S CERTIFICATION

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

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 Proposal.

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 RFP 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: _____

State of: _____

County of: _____

Acknowledged and subscribed before me on the _____ day of _____,
2023, by _____, as the _____
of [business] _____.

Signature of Notary

Notary Public, State of _____

Personally Known _____-OR- Produced Identification of: _____.

CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate, or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check one:

The undersigned Respondent has had no litigation and/or judgements entered against it by any local, state, or federal entity and has had no litigation and/or judgements entered against such entities during the past ten (10) years.

or

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgements entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgements, may result in disqualification of your proposal.

DRUG FREE WORKPLACE

STATEMENT UNDER SECTION 287.287 FLORIDA STATUTES,
ON PREFERENCE TO BUSINESSES WITH DRUG-FREE
WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify that employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

NAME OF COMPANY/FIRM

AUTHORIZED SIGNATURE

CONTRACTOR/VENDOR E-VERIFY FORM

PER FLORIDA STATUTE 448.95, CONTRACTORS/VENDORS AND SUB-CONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor/Vendor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor/Vendor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor/Vendor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor/Vendor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens.
5. All employees hired by Contractor/Vendor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this contract on the good faith belief that the Contract or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor/Vendor may not be awarded a public contract for at least one year after the date on which this Contract was terminated.
8. The Contractor/Vendor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization on, this _____ day of _____, 20 ____, by

_____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of entity/corporation), personally know, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

My Commission Expires: _____
NOTARY SEAL ABOVE

Printed Name

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ Bing, first duly sworn, deposes and says that
he/she is _____ of _____

_____, the party making the forgoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract, and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this ____ day of _____, 20 ____.

Notary Public

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED WITH THE BID.

1. This sworn statement is submitted to the City of Panama City Beach

by _____

for Bid No.: _____

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. I understand that a “public entity crime” as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, or any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means:
(a) A predecessor or successor of a person convicted of a public entity crime, or
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287-133(1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in active management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287-133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order.]

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287-133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287-017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

Print Name: _____

Its: _____

Sworn to and subscribed before me this ____ day of _____, 20__ .

Personally know _____ OR Produced Identification _____

Notary Public – State of _____

My commission expires: _____

[printed, typed, or stamped Commissioned Name
Of Notary Public]

[END OF PUBLIC ENTITY CRIMES]

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not 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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the 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 trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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 his or her 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 his or her 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 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 under 4 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.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States 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 no longer are 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.

a. 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: 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 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. 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.

d. 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. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity 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, “Business name/disregarded entity name.” 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, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	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 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 in 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 possession, 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 possession
- 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
- 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 Income, 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) written or printed 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 possession, 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, write 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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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). Do not enter the disregarded entity's EIN. 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 1-800-772-1213. 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/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. 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 SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 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

For this type of account:	Give name and EIN of:
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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(j)(E))	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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. 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.) Also see *Special rules for partnerships*, earlier.

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

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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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 1-800-366-4484. 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.

Visit 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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Exhibit A

INSURANCE REQUIREMENTS

SECTION 1: DEFINITIONS

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

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

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

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

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

SECTION 2: STANDARD INSURANCE COVERAGES

Successful Bidder shall comply with the following:

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

2.1. Commercial General Liability Insurance Coverages:

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

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

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

Providing coverage for Claims, including

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

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

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

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

2.2. Workers Compensation

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

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

Policy coverage terms and conditions to include:

- USL&H – where applicable.
- Jones Act – where applicable.
- All State's endorsement – where applicable.
- The certificate must identify that coverage applies in the State where the Project is located.

2.3. Automobile Liability

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

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

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

2.4. Umbrella or Excess Liability Required: **No**

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

- **Choose limits when required Each Occurrence**
- **Choose limits when required Annual Aggregate** (where applicable in the underlying)

Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying Commercial General Liability (including **City of Panama City Beach** as additional insured), Business Automobile Liability, Pollution Liability, and Employers' Liability insurance. In addition, it shall expressly provide that the umbrella or excess policy will drop down over the underlying insurance's reduced or exhausted aggregate limit. The umbrella or excess policy shall also be primary insurance to **City of Panama City Beach**(including primary

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insurance to **City of Panama City Beach's** own Commercial General Liability and Umbrella policies), and Successful Bidder's umbrella insurer agrees not to seek contribution from **City of Panama City Beach** insurance.

2.5. Technology E&O coverage (Professional Liability) Required: Yes

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

Minimum limits are:

- **Technology E&O: \$2,000,000 per claim/annual aggregate.**

2.6. Cyber Liability Insurance (third party coverage) Required: Yes

Cyber Liability Insurance (third-party coverage) is required to cover claims related to Cyber attacks. The policy shall be primary and non-contributory, with the insuring agreement to read: "to pay on behalf of" and shall be effective (retroactively, if applicable) from the commencement date of all professional activities in connection with the Scope. The coverage shall be maintained for three years following the final acceptance of the Project.

Minimum limits are:

Cyber Liability Insurance: \$2,000,000 per claim/annual aggregate

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

Deductibles/Denial of Claims:

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

Leased Successful Bidder Employee Liability

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

In addition, the worker's compensation/employer's liability coverage provided to and for the leased employees by the payroll, employee management, or other company must be evidenced and include an Alternate / Leased

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Employer Endorsement or its substantial equivalent WC endorsement for that State, naming Successful Bidder as the alternate employer.

Insurer Requirements

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

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

Certificate of Insurance

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

Sub-subcontractor/Sub-Vendor

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

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

Notice of Cancellation

All insurance coverages required by this contract shall contain a provision that the coverage afforded hereunder cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to **City of Panama City Beach**

Additional Insureds

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

The General Liability Additional Insured Endorsement shall use ISO's or CG 2010 or its substantial equivalent for ongoing operations and ISO's CG 2037 or its substantial equivalent for completed operations. By endorsement or policy language, evidence of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability. The Successful Bidder's insurers will provide insurance to **City of Panama City Beach**, on a primary basis and agree not to seek contribution from insurance by using ISO's CG 2001 or its substantial equivalent. Successful Bidders insurers also agree to waive rights of subrogation against **City of Panama City Beach** using ISO's CG 2404 or its substantial equivalent.

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Waiver of Subrogation

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

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

Insurance Policy Review/Exclusions/Copies

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

Claims-Made Policies

Except for Technology E&O Insurance, claims-made policies are not acceptable.

Effect of Specified Coverages

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

Breach of Insurance Requirements

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

Initial Page: _____ Owner _____ Contractor

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

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

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

City of Panama City Beach

Endorsements to be attached:

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

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

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

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

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

Blanket Certificates of Insurance

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

Subcontractor performing work on multiple projects in the same State

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

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

Commercial General Liability

CG 20 10 10 01

POLICY NUMBER: **Required** COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Certificate Holders Name

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

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

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

2. Exclusions

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

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

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

CG 20 37 10 01

POLICY NUMBER: **Required** COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Certificate Holders Name

Location And Description of Completed Operations:

All locations required by contract

Additional Premium:

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

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

CG 24 04 05 09

POLICY NUMBER: **Required** COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Certificate Holders Name

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

CG 20 01 04 13

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

Workers Compensation

WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

In Favor of:

Certificate Holders Name and Project Owner

Work Performed by:

Client (Our Subcontractor)

Client Address

On the Following Project or Location

All Projects or Locations as Required by Contract

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

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

Endorsement Insured	Effective Policy No. Required	Endorsement No. Premium
Required		
Insurance Company	Countersigned by _____	
Required		

WC 00 03 13
(Ed. 4-84)

WC 00 03 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 01 A
(Ed. 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

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

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

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

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

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

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

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

Schedule

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

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

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

Endorsement Effective	Date Here is Required	Policy No.	Endorsement No.
Insured		Policy Number Required	Premium \$
Required			
Insurance Company	Countersigned by _____		
Required			

WC 00 03 01 A
(Ed 2-89)