

PCB24-29 BACKUP AND RECOVERY SOLUTION



**REQUEST FOR PROPOSALS  
PCB24-29 RFP BACKUP AND RECOVERY SOLUTION**

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

**Date of Issue: April 10, 2024  
Responses Due: May 1, 2024**

PCB24-29 BACKUP AND RECOVERY SOLUTION

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## PCB24-29 BACKUP AND RECOVERY SOLUTION

### NOTICE TO PROPOSERS

#### PCB24-29 BACKUP AND RECOVERY SOLUTION

The City of Panama City Beach is accepting electronic (e-submission) and sealed Bids from qualified providers for a digital backup and recovery solution of City data.

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 **Wednesday, May 1<sup>st</sup>, 2024, 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](http://www.demandstar.com) and on the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> starting on **Thursday, April 10<sup>th</sup>, 2024**.

- 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 # **PCB24-29 BACKUP AND RECOVERY SOLUTION** 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](mailto: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 ninety (90) 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](mailto:CityClerk@pcbfl.gov) to make a request.

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](http://www.pcbfl.gov).

**REQUEST FOR PROPOSALS**

- 1. INTRODUCTION:** The City of Panama City Beach (“City”) is requesting sealed proposals from qualified providers for digital backup and recovery solutions of City data.

It is the intent of the City of Panama City Beach to receive and review pricing and proposals for backup and recovery solutions to aid in securing a backup solution that will be scalable based on the City’s ever-changing storage needs.

- 2. BACKGROUND:** Panama City Beach’s incorporated city limits is approximately 18 square miles. The City has about 400 employees including administrative staff, parks and recreation, utilities, police and fire departments, beach lifeguards, code enforcement and support staff. We provide professional water & sewer utilities, as well as fire and law enforcement services to our 19,000 full-time residents. Because we are a very popular tourist destination our population can swell to well over 100,000 people during any given week during our busy months. Up to 4.5 million visitors come to Panama City Beach each year.

The primary goal of this project is to provide a creative and comprehensive solution that will supply the City with a reliable backup and recovery solution for our Office 365 Exchange Online, SharePoint Online, OneDrive, Microsoft Teams platforms, File storage, and CJIS Police data. The City seeks an external backup solution to include unlimited retention space, opportunities for cold and hot storage as well as an unrestricted retention policy. Office 365 data must remain fully backed up and recoverable at all times.

**SOLICITATION TIMELINE:**

EVENT	TIME	DATE
Solicitation Release Date	2:00PM CDT	April 10, 2024
Questions from Proposers to warrant a response/Addendum	4:00PM CDT	Wednesday April 24, 2024
Proposals Received By – Deadline & Opening	9:00AM CDT	Wednesday May 1, 2024
Estimated Review Committee Review & Action	9:00AM CDT	Wednesday May 8, 2024
Estimated Notice of Award Date	XXX	May 23, 2024

**THE CITY RESERVES THE RIGHT TO:**

- Accept or reject any and all Proposals, wholly or in part.
- Conduct investigations of the qualifications of the Proposers as deemed appropriate.

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- 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 contracts 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](http://www.demandstar.com). Addenda information will also be posted online at the City of Panama City Beach website: <https://www.pcbfl.gov>. Proposers are solely responsible to ensure they have received all addenda(s) prior to submitting their Bid.

**ANTI-DISCRIMINATION:** The Proposer 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 Proposer(s); provided, that the City may award the contract to a Proposer(s) other than the lowest Proposer should it find the lowest Proposer(s) does not offer the reliability, quality of service or product afforded by such other Proposer(s). The City reserves the right to issue multiple awards if it is in the City's best interest.

**PROPOSER ACKNOWLEDGEMENT:** By submitting a Bid, the Proposer 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.

**PROPOSER EXPENSES:** The City is not responsible for any expenses that a Proposer 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 Proposer. The City will not be liable for any costs incurred by the Proposer 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 Proposers 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. Proposers 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. Proposers 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 Proposer'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 Proposer 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 Proposer to meet any terms of this agreement, the Purchasing Division will provide the Proposer three (3) days notice (weekends and holidays excluded) to remedy the default. Failure on the Proposer'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 Proposer 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 Proposer 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 Proposer 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 Proposer 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-Proposers to provide an affidavit attesting that the sub-Proposer does not employ, contract with, or subcontract with, an unauthorized alien. The Proposer 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-Proposer 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 Proposer, the Proposer 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 Proposer 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 Proposer 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 Proposer, its sub-Proposers, 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 Proposer under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Proposer and shall afford the Proposer and its counsel, at the Proposer's sole expense, the opportunity to join in defending or compromising the claim.

**INSURANCE:** Proposer 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, Proposer 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 Proposers. 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 an informality is minor.

**NON-COLLUSION:** The Proposer certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Proposer 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>. Proposers are also advised that [www.demandstar.com](http://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 Proposers will receive email notifications concerning the posting, amendment or close of solicitations. Proposers are responsible for checking [www.demandstar.com](http://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 Proposers 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 Proposer 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 Proposer 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 Proposer



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when requested to do so by the City's Department Representative. All invoices shall be directed to Accounts Payable, City of Panama City Beach. Payment for invoices will be made via ACH or Virtual Credit Card only.

**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](http://www.pcbfl.gov).

**PUBLIC ENTITY CRIMES:** By submission of response to the City's Invitation to Bid, Proposer 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 Proposer, contractor, supplier, sub-Proposer, 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 Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer 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 Proposer shall comply with Florida's Public Records law. Specifically, the Proposer, 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 Proposer 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 Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public

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agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer 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 Proposer 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 Proposer has questions regarding the application of Chapter 119 Florida Statutes, to the Proposer'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](mailto:CityClerk@pcbfl.gov) .**

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

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

**RIGHT TO REJECT:** Proposers 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 Proposer'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 Proposer 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](http://www.demandstar.com). Proposers 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 PROPOSER:** A Proposer, 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

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a determination as to whether a Proposer meets the definition of a responsible vendor who may be recommended for award.

**RESPONSIVE PROPOSER:** A Proposer, 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.

**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 ninety (90) days thereafter.

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## SCOPE OF SERVICES

### 1.01 SCOPE OF SERVICES

The City of Panama City Beach is seeking a response to this Request for Proposals (RFP) for Backup and Recovery Solutions. The City currently utilizes 25TB of storage for City Hall and 45TBs for the Police Department.

Desired specifications and functionality:

The primary goal of this project is to provide a creative and comprehensive solution that will supply the City with a reliable backup and recovery program for our Office 365 Exchange Online, SharePoint Online, OneDrive, Microsoft Teams platforms, File storage, and CJIS Police data.

External backup solution should include unlimited retention space and an unrestricted retention policy. Office 365 data must remain fully backed up and recoverable at all times.

Specifications include but are not limited to:

1. Three-year initial term contract with automatic renewal for 12-month periods unless earlier terminated by the parties. Services at a fixed rate per contract term for backup and recovery subscription services.
2. Recovery model for Office 365, backed up and recoverable SharePoint, OneDrive and Teams documents as well as Individual, and mass restore and recovery of Office 365 mailboxes.
3. Unlimited retention shall be included.
4. Scalable solution as the City's digital needs grow.
5. 100% cloud based.
6. Capable of Bare Metal Restore to dissimilar hardware and does not require the original OS media.
7. Granular restore of individual files and folders from recovery points .
8. Capable of protecting both physical servers and HyperV virtual machines.
9. The backup solution must be designed for Active Directory and SQL Servers. All aspects of the solution must be manageable via a single pane of glass.
10. Secure backups with encryption.
11. Fully integration with City Active Directory architecture.
12. Fully CJIS compliant Fed Ramp Gov tenant.
13. All restore operations must be nondestructive, and not overwrite existing data.
14. Ability to restore from a former users' account.
15. Ability to perform backups on Exchange Online, OneDrive, SharePoint, Teams, file storage, and CJIS data.
16. Find and recover the data quickly and easily with advanced search functionalities via a dashboard.
17. Only required to license current employees while still maintaining data from past employees.
18. Provide ongoing maintenance and technical support throughout the duration of the Contract.

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### **TERMS**

1. Proposals shall be valid for ninety (90) days from the date of opening.
2. The successful Vendor, with approval from City Council, will enter into a contract with the City of Panama City Beach.
3. The initial contract term shall be 3-years with automatic renewal on an annual basis thereafter by the City upon satisfactory performance by the Vendor unless otherwise earlier terminated.

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## SUBMITTAL RESPONSES

FORMAT: All submissions MUST include numbered responses explaining each of the outlined specifications listed in the Scope of Work, utilizing Form 1 with corresponding paragraph names and numbered items.

All submittals not submitted via DemandStar are to be on 8 ½" x 11" paper or if larger documents are required, they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb binding. SOQs submitted in 3 ring binders will not be accepted. Proposer shall submit, one (1) original, one (1) USB copy containing the original electronic Proposal, and one (1) redacted copy, to:

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

*Please note – the redacted version is requested for public records requests. Pricing elements are not protected by trade secret. **A redacted version of the proposal must be submitted with an electronic proposal or a traditional paper submission (included on the USB drive).***

Statement of Qualifications 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(s) deems appropriate as a cover letter; this section shall include the contact information of the designated person to whom all correspondence should be directed.
2. QUALIFICATIONS AND SERVICES: The Proposers shall provide a summary of the company's capabilities and experience that demonstrate how the company will work with the City to fulfill the requirements of the Scope of Work. The narrative should describe in detail the firm's methods of providing backup and recovery solutions. Only past experience with local governments and public safety will be considered. Company qualifications must include, at a minimum the following:
  - a) Services – Provide an overview of services proposed for the City of Panama City Beach to use for backup and recovery solutions. Provide information of how the proposed solution is CJIS and FedRamp Compliant as well as an optimal solution for Panama City Beach's diverse digital needs.
  - b) Relevant Experience – Recent experience and capability of providing backup and recovery solutions for comparable local government agencies.
  - c) Project and Customer Support Team - Describe the composition and structure of the project and customer support team and include the names of people with an interest in the firm. Describe how the project and customer support team will implement services and provide ongoing support to assist the city with its future technical and account needs.

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3. PRICE: Provide pricing for all services the company provides for local government. The company should demonstrate a competitive, scalable, and sustainable approach for government pricing to meet Panama City Beach's backup and recovery solution needs. Applicable state contract or cooperative pricing information may be utilized.
4. PAST PERFORMANCE AND REFERENCES – Provide at least three (3) references where the proposer has provided backup and recovery solutions for government agencies.
5. PROPOSERS' STANDARD SERVICE AGREEMENT – Proposers shall include a sample standard service agreement – the service agreement will not count towards the submittal page count limitation.

The Proposer shall identify any pending lawsuits, past litigation relevant to the subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Company in the last five years.

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 three (3) 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.

### A. MANDATORY ELEMENTS

1. The Proposer adheres to the instructions in this proposal on preparing and submitting a complete proposal.
2. The Proposer has provided sufficient information to substantiate the vendor's knowledge and experience with local government backup and recovery solutions, as well as on-going maintenance and support.
3. The Proposer has executed all the required proposal documents.

### B. TECHNICAL QUALITY

1. **Qualifications and Service** (50 points)
2. **Price** (25 points)
3. **Past Performance and References** (25 Points)

The Proposer submitting the lowest total price will receive the maximum points for the price 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:

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

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 May 8, 2024 at 9:00AM CDT in the City Hall Council Chambers to evaluate and rank all firms.

1. After evaluation and ranking of submittals, the City Evaluation Committee will recommend the highest ranked firm to the City Council for award.
2. The City reserves the right to reject all proposals.

DEMONSTRATIONS: At the sole determination of the Evaluation Committee, a minimum of the three (3) top ranked proposers based on submittal evaluations, may be required to make a demonstration of their proposed solution.



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1. If the Evaluation Committee desires demonstrations, 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 demonstrations are requested, the Purchasing Manager shall schedule the time and location of these demonstrations and notify the selected firms. Presentations shall be limited to 30 minutes, including the question-and-answer period. The demonstrations 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 demonstration. The scores from the submittal and from the demonstrations shall be averages to determine the final ranking. Based on the final scoring of the Evaluation Committee after the last demonstration, 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 their 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 their 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 and revision of proposals and such revisions may be permitted after submission prior to the “short-list” for the purpose of obtaining best and final offers. 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, or their designee, in writing and in sufficient time before the specific period set prior to the opening of the Request for Proposals.

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PCB24-29 BACKUP AND RECOVERY SOLUTION



**CITY OF PANAMA CITY BEACH**

**PCB24-29 RFP BACKUP AND RECOVERY SOLUTION**

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**REQUIRED DOCUMENTS**

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**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](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> 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) ▶ _____ <b>Note:</b> 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 <b>not</b> 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) ▶ _____	<b>4</b> 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>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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.

<b>Social security number</b>									

**or**

<b>Employer identification number</b>									

**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.

## 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.

<b>Sign Here</b>	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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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.



# EXHIBIT A

**SECTION I: STANDARD INSURANCE COVERAGES**

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

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

**POLICY FORM OR EQUIVALENT**

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

- The insurance policy should include:

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

**ENDORSEMENTS REQUIRED - or substantial equivalent**

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

**PROHIBITED EXCLUSIONS OR RESTRICTIONS - or substantial equivalent**

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

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

**1.2 COMMERCIAL AUTO LIABILITY** Insurance Required: **YES** For GC & Subcontractors

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

- The form to be used is ISO's CA 00 01 or its equivalent.
- Subcontractor | Vendor must have liability coverage (Symbol 1) for all owned, rented, hired, or borrowed autos and mobile equipment subject to compulsory insurance, financial responsibility laws, or other motor vehicle insurance laws.
- If hauling of hazardous waste is part of the Scope, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

**1.3 WORKER'S COMPENSATION** Insurance Required: **YES** For GC & Subcontractors

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

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

**ENDORSEMENTS REQUIRED** - *or substantial equivalent*

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

**COVERAGE TERMS & CONDITIONS**

- USL&H | Jones Act | Endorsement - where applicable
- Employers Liability/Stop Gap Liability if work is performed in Washington, Wyoming, Ohio, North Dakota, or the Commonwealth of Puerto Rico.
- For the attainment of Worker's Compensation in monopolistic states and Puerto Rico, coverage must be secured through the state fund of that State.
- The certificate must identify that coverage applies in the State where the Project is located.

**1.4 UMBRELLA LIABILITY** Insurance Required **YES** For General Contractors

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

**UNDERLYING INSURANCE COVERAGE**

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

**COVERAGE TERMS & CONDITIONS**

- Defense Cost Duty to Defend
- Drop Down Provision Required for the Umbrella to drop down over the reduced or exhausted underlying policy aggregate
- Primary Coverage Umbrella or Excess Policy to primary to the Contractors general & automobile liability policies
- Higher limits may be required by contractor | vendor or Owner on a project by project basis.

### 1.5 LEASED EMPLOYEE LIABILITY

Insurance Required: YES

GC & Subcontractors Leasing Employees

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

### 1.6 PROPERTY INSURANCE

Insurance Required: YES

GC & Subcontractors

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

### 1.7 E&O & Cyber Liability

Insurance Required: YES

Design Professionals

Policy is Per: Claim

Coverage

Minimum Limits

Prime Design Professional

Per Claim / Aggregate

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

Low Tier Design Professional

Per Claim / Aggregate

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

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

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

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

## GENERAL INSURANCE REQUIREMENTS

### Additional Insured

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

### Waiver of Subrogation

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

### Sub-Subcontractors

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

### Insurer Requirements

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

### Notice of Cancellation

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

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

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

**Insurance Policy | Endorsement Review**

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

**Breach of Insurance Agreement**

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