

# CITY OF PANAMA CITY BEACH

Effective: August 22, 2024



## Procurement Manual

The City of Panama City Beach is committed to providing quality procurement for all the City Departments, Citizens and Customers with the assurance that taxpayer dollars are spent efficiently and ethically, and in a manner that is transparent, accountable and fair.

The manual serves as a procedural guideline of effective and equitable principles, policies and practices to provide the support to all personnel who have the responsibility of purchasing products and services for the City.

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**FORMS ARE LOCATED ON SHARKBYTE OR IN THE PURCHASING FOLDER  
ON THE SHARED ONEDRIVE**

- Purchase Order Requisition
- Request for Quote
- Master Approval Form
- Minimum Quote Certification Form
- Request to Waive Three Quotes
- Sole Source Justification Form
- Emergency Purchase Form
- Vendor Demonstration Form
- New Vendor Packet

## **SECTION 1 – PURPOSE**

The City Procurement Manual serves as a permanent procurement policy and procedure for the City. In the event of a conflict between this manual and the Charter, the Charter shall control.

## **SECTION 2 - DISTRIBUTION & REVISIONS**

This manual will be made available electronically to all City employees involved in the procurement process. The Purchasing Manager shall be responsible for maintaining and distributing the official adopted version of this Manual electronically including any subsequent revisions, as necessary.

Administrative changes or processing procedure portions of this manual may be amended at the discretion of the City Manager with the review and concurrence of the Purchasing Manager and City Attorney.

## **SECTION 3 - COMPLIANCE**

### **3.01 Compliance Reviews**

The City Manager reserves the right to conduct compliance reviews on any purchase at any time to ensure best practices are upheld.

### **3.02 Violations of the Procurement Manual**

A violation of any of the policies and procedures in this manual may be grounds for employee disciplinary action and may result in the City's refusal to pay for any improperly procured goods or services. Specific disciplinary actions for violations of or failure to comply with this Procurement Manual and the policies and procedures contained therein may include any or any combination of the following:

- A. Reduction of threshold authority levels;
- B. Revocation of procurement authority;
- C. Reimbursement from employee to the City for any unauthorized items purchased via a Purchase Order or Purchasing Card;
- D. Revocation of Purchasing Cards from individual cardholders for a time of up to one (1) year by the City Manager.
- E. Requirement to attend additional training conducted by the Purchasing Manager or;
- F. Disciplinary action, up to and including termination of employment.

A violation of Section 112.313, F.S. pertaining to purchasing or contractual relationships shall also be deemed a violation of this manual. Violators of City or State codes of ethics and standards of conduct may be subject to disciplinary action up to and including termination of employment.

## **SECTION 4 - TRAINING**

All City employees who participate in the procurement process within their department must periodically attend a mandatory procurement training class conducted by the Purchasing Manager.

## **SECTION 5 - CODE OF ETHICS**

### **5.01 Ethics in Procurement**

Unethical actions by employees or Vendors will not be tolerated. To achieve these purposes, the City subscribes to the following code of ethics:

- A. The City will avoid unfair practices by granting all competitive Respondents' equal consideration as required by local, state or federal regulations. The City will conduct business in good faith, demanding honesty and ethical practices from all participants in the purchasing process.
- B. The City will promote positive Respondent and contractor relationships by affording Respondent representatives courteous, fair, and ethical treatment.
- C. The City will make every reasonable effort to negotiate equitable and mutually agreeable settlements of controversies with a Respondent.

In order to ensure objective contractor performance and to eliminate an actual and/or perceived competitive advantage, contractors who assisted in the development of specifications, requirements, statements of work, and procurements are prohibited from submitting a bid/proposal tied to the assisted procurement.

### **5.02 Employee Ethics**

Employees, officers and agents are required to maintain high standards of ethics and conduct. Purchasing employees, officers and agents shall strive to maintain complete independence and impartiality in dealings with vendors to preserve the integrity of the competitive process and to ensure there is public confidence that Purchase Orders and contracts are entered equitably.

Employees involved in purchasing shall read and follow the requirements of Chapter 112, Part III, Florida Statutes.

A. For the purpose of this section:

1. "Restricted individuals" are reporting individuals within the meaning of section 112.3148(2)(d) and employees and agents of the City that would otherwise meet the definition of a procurement employee within the meaning of section 112.3148(2)(e).
2. "Immediate family" means any parent, spouse, child, sibling, or domestic partner of a restricted individual.
3. "Employer" means any business or organization which employs a restricted individual or their immediate family in a managerial capacity, or any business or organization for which a restricted individual or their immediate family serves as an officer, director, partner or similar capacity. It shall not include a nonprofit organization for which a restricted individual or their immediate family serves as an officer or director without compensation.

4. "Conflict of interest" means a circumstance in which any restricted individual, any member of his or her immediate family, or any employer of the foregoing, shall be financially interested or have any personal beneficial interest, directly or indirectly, in any purchase or contract of any supplies, materials, equipment, or services used by or furnished for the City.

- A. Restricted individuals shall recuse themselves from the selection, award, or administration of any City procurement in which they have a conflict of interest and shall disclose to their supervisor the nature of the conflict of interest. Restricted individuals who are appointed or elected public officials shall disclose their conflict of interest on the Commission on Ethics forms promulgated for such purpose.
- B. Restricted individuals and their immediate family are prohibited from accepting or receiving from any City vendor or lobbyist any money, rebate, gift or anything of value or any promise, obligation or contract for future reward of compensation.
- C. Notwithstanding the foregoing, with respect to Restricted individuals who are only Restricted individuals because of their appointment to a City board without compensation, the restrictions contained in section B and C shall only relate to contracts, vendors, and lobbyists related to the work of their board.
- D. As required by Title 2 of the Code of Federal Regulations (CFR) 200.112, Conflict of Interest and 200.318(c)(1), General Procurement Standards, the City Manager is the reporting official for all instances of real or apparent conflicts of interest. Any employee, officer, or agent of the City who has knowledge or suspicion of a conflict of interest will report this to their immediate supervisor who will then report the instance to the City Manager for him or her to further evaluate. In the case that the conflict of interest involves the employee, officer, or agent's immediate supervisor, the employee may report the instance to the next person in the City's hierarchy. In the governance of performance of its employees engaged in the selection, award and administration of contracts associated with federal awards, the City will ensure that no employee, officer, or agent participates in the aforementioned activities if he or she has a real or apparent conflict of interest. If the City Manager has determined that a real or apparent conflict of interest has occurred, disciplinary action, at a level consistent with the nature of the event and at management's discretion, will be taken to ensure that the conflict is eliminated, and that the City is not at risk for reoccurrence. The City Manager will submit in writing the nature and extent of any potential conflict of interest to the federal awarding agency as well as any actual conflict of interest that has occurred.

No City employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. City employees, officers, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

## SECTION 6 - DEFINITIONS

The following terms defined in this section shall have the meanings set forth below whenever they appear in this manual:

1. **AGREEMENT** - Any type of instrument, regardless of what it may be called, that memorializes the purchase or disposal of supplies, services, materials, equipment, or construction.
2. **BID, PROPOSAL or QUOTATION** - An Offer specifically given to the City in response to an advertisement.
3. **BLANKET PURCHASE ORDER** - A Purchase Order issued to a vendor for a not-to-exceed specific amount for a fiscal year.
4. **BRAND NAME** - A specification limited to one or more items by, for example, manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet the City requirements, and which provides for the submission of equivalent products.
5. **CHANGE ORDER** - A written document which amends an agreement or purchase order to correct errors, omissions, or discrepancies in an agreement or purchase order, to cover acceptable cost over-runs and freight costs, to expand or reduce the scope of goods or services ordered, or to direct other changes in the performance of the contract to meet unforeseen field, regulatory or market conditions.
6. **COMMODITY** - A product that the City may contract for or purchase for the use and benefit of the City. A commodity is not the rendering of time and effort by a provider.
7. **COMPETITIVE SEALED BIDDING** - A procurement solicitation for sealed competitive bids used for the procurement of a Commodity or Services. An Offer submitted in response to a formal solicitation shall be in a sealed envelope and publicly opened at a specific time and place.
8. **CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT (CCNA)** - Set forth in Section 287.055, Florida Statutes, it is the process required for the acquisition of architectural, engineering, landscape architectural or surveying and mapping services.
9. **CONTRACT** - A type of legally enforceable binding document between two parties. Any City Agreement, regardless of form or title, for the procurement or disposition of goods or services. Contracts also include Change Orders, modifications, amendments, and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.
10. **COOPERATIVE PURCHASING (PIGGYBACKING)** - A procurement conducted by, or on behalf of, more than one government entity.
11. **EMERGENCY PURCHASE** - A purchase made to alleviate a situation in which there is an imminent threat to public health, welfare, or safety, which does not allow for the normal, competitive purchasing procedures.
12. **EQUIPMENT** - Tangible property of a more or less permanent nature. Examples are tools, trucks, cars, furniture, and furnishings.

13. **FISCAL YEAR** - The twelve (12) month period of time to which the annual operating budget applies and at the end of which the City determines its financial position and the results of its operations. The City's fiscal year is October 1 through September 30.
14. **INVITATION TO BID (ITB)** – A competitive process used to solicit sealed Bids for procurement above a certain threshold as defined in the City Charter. It is used when required specifications are clearly and completely defined. Price is the basis for the award. See Competitive Sealed Bidding.
15. **INVITATION TO QUOTE (ITQ)** - A solicitation that calls for pricing information for purposes of competitively selecting and procuring goods or contractual services.
16. **OFFER** - Any Bid, Proposal or Quotation made to the City.
17. **PROFESSIONAL SERVICES** - May include any services provided by a licensed professional in a particular field or subject.
18. **PURCHASING CARDS (P-CARDS)** - City-issued credit cards.
19. **PURCHASE ORDER** – The formal notice to a vendor to furnish the Commodity or Service described in detail thereon.
20. **REQUEST FOR INFORMATION (RFI)** – A written, nonbinding solicitation where the City is seeking input from interested parties for a potential upcoming solicitation.
21. **REQUEST FOR PROPOSALS (RFP)** - A written solicitation used in purchasing complex services when the City is either unable to specifically define the scope of work for the Commodity or Service, or the Competitive Sealed Bid is neither practical nor advantageous. The RFP process considers both the quality of the solution offered and the price.
22. **REQUEST FOR QUALIFICATIONS (RFQ)** - A written solicitation for sealed qualifications with the title, date, and hour of public opening designated. The Request for Qualifications is used where the specifications of required services are broad and specialized in nature. Evaluation of a response is based on prior established criteria and is rarely based on price.
23. **REQUISITION** – The initial written request to have goods or Services purchased.
24. **RESPONSIBLE BIDDER** – A Respondent who has demonstrated the capability in all respects to perform fully the Contract requirements. One who has the experience, capacity, facilities, equipment, credit, sufficiently qualified personnel, integrity, and reliability, demonstrated by a record of timely and acceptable past performance, to perform.
25. **RESPONDENT** - A person who replies to something: one who is supplying information or responding to an advertisement.
26. **RESPONSIVE BIDDER OR OFFEROR** – A Respondent who has submitted a Bid, which conforms in all material respects to the requirements and criteria set forth in the Invitation to Bid, Request for Proposals, or Request for Qualifications.
27. **NOTICE OF AWARD** – A written public notice from the City to announce the award of a contract to interested parties. **NOTICE OF INTENT TO AWARD**– Written notification from the City to a successful bidder or proposer that the City intends to award them a contract in accordance with a bid or proposal previously submitted.
28. **SERVICES** – The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than those which are not defined as



commodities, and which are merely incidental to the required performance. This term shall not include employment Agreements or collective bargaining Agreements.

29. **SOLE SOURCE** – A vendor determined to be the only known source or supplier of a Commodity. Vendors of proprietary products or brand names do not automatically qualify as sole sources.
30. **SPECIFICATIONS** - Any description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. They may include a description of any requirement for inspection, testing, recycling or degradable materials content, or the preparation of a material, supply, service, construction, or equipment item for delivery.
31. **SUCCESSFUL BIDDER** - The lowest, Responsible and Responsive Bidder to whom the Purchasing Manager or Evaluation Committee, based on evaluation, recommends award of the Agreement.
32. **TIE (IDENTICAL PROCUREMENT)** – The situation which results when two or more responses to a procurement are equal with respect to price and it appears the quality and service offered by the Respondents are otherwise comparable.

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## **SECTION 7 - DUTIES AND RESONSIBILITIES**

### **7.01 Finance Department**

- A. The Finance Department has the sole authority for issuing Purchase Orders. Purchase Orders will be required for all purchases exceeding \$3,500.00.
- B. The Finance Department shall issue a Purchase Order for purchases over the thresholds listed in subsection A.
- C. The Finance Director is the sole authority responsible for issuing and setting spending limits on P-Cards issued to City Employees.
- D. The Finance Department, in conjunction with the City Clerk, shall develop and maintain a detailed database of all City contracts, leases, and agreements.
- E. The Finance Department shall strive to take advantage of discounts offered by vendors for early and prompt payments of invoices.

### **7.02 Purchasing Manager**

- A. The Purchasing Manager shall be responsible for developing and administering the City's purchasing program.
- B. The Purchasing Manager shall guide, assist, and cooperate with City Departments in the procurement of Commodities and Services and shall maintain adequate records necessary to create an audit trail for purchasing transactions.
- C. The Purchasing Manager may assist the requesting department in soliciting quotes where competitive solicitation is not required.
- D. The Purchasing Manager shall maintain all original bid documents. Copies of the original bid documents will be provided to the applicable Department upon completion of the bid award and contract execution. Original bid documents shall not be attached as exhibits to subsequent or resulting contracts, leases, or agreements.

### **7.03 Budget Analyst**

The Budget Analyst shall confirm that sufficient funds are available in the budget of the requesting department for any purchases requiring the expenditure of \$25,000 or more. No City employee, except in cases of emergency and then only as authorized by Florida Statute or City Charter, shall issue any order for delivery on a Contract or open market procurement until there is, to the credit of the requesting department concerned, a sufficient unencumbered appropriation balance to defray the amount of such order and the order is for a budgeted Commodity or Service. After determination of the availability of funds, the procurement as set forth in this manual may be initiated.

## **7.04 Requesting Department and Department Director**

- A. Department Directors are responsible for ensuring that sufficient budgeted funds are available for all expenditures desired by their Department. It is the responsibility of each Department Director to ensure sufficient and proper funding is available prior to obligation and/or expenditure.
- B. The requesting department is the department initiating the procurement.
- C. The requesting department Director is responsible for ensuring purchases comply with this manual.
- D. The requesting department will follow the Procurement Manual process for solicitation of quotes where competitive bidding is not required by the Charter.
- E. Department Directors may establish internal operating procedures to fully implement the manual so long as such procedures are consistent with this Procurement Manual. Directors are responsible for reporting to the Finance Department any staff members given approval authority. Directors shall periodically review the list and update as required. In the event of a conflict, the procurement manual shall control.
- F. Requesting departments will use the forms supplied by the Purchasing Manager for procuring goods and services.
- G. Department Directors shall monitor the Purchasing Card policies of their employees.
- H. Departments shall formulate Specifications or the scope of work, including any pre-qualification requirements, for competitive Bids or Requests for Proposals or Qualifications, to include any terms and conditions specified in related funding documents (i.e., local, state and federal grant funding).

## **SECTION 8 - PURCHASING AUTHORITY, PROCUREMENT CATEGORIES AND THRESHOLDS**

### **8.01 Purchasing Authority.**

- A. Purchasing Authority identifies the City designee who shall approve the purchase and/or award of non-emergency Commodities and Services up to a dollar threshold amount:

Designated Department Staff	Procurements not exceeding \$3,500
Purchasing Manager/Department Director	Procurements not exceeding \$7,500
City Manager /Assistant City Manager	Procurements not exceeding \$24,999
City Council	Procurements equal to or exceeding \$25,000.

- B. Unless another has been designated by Resolution of the City Council, every contract and all change orders made by or on behalf of the City shall be signed by the City Manager and attested by the City Clerk.

- C. For the purpose of determining the dollar value of the purchase (the "Purchase Value"), the Purchase Value shall be calculated based upon the expected gross expenditure of funds by the City over the life of the purchase. By way of example, a contract which costs the City \$10,000 over 3 years would have a Purchase Value of \$30,000.

**8.02                      Thresholds Dictating Procurement Method**

- A. The procurement method will vary based upon the amount of the purchase. Generally, all purchases for goods and services, when the estimated cost thereof shall equal or exceed \$25,000.00 or \$100,000.00 (utilities goods only), shall be purchased competitively through a formal bidding process.
- B. Table 1 establishes the thresholds and procedures to govern the non-emergency procurement of goods and services for water, sewer, and stormwater utilities. Table 2 establishes the thresholds and procedures to govern the non-emergency procurement of good and services by all other departments.
- C. Purchase thresholds utilizing a Purchasing Card are located in Appendix 1.
- D. With regard to purchases for utilities goods between \$25,000.01 and \$100,000.00: If a contract, purchase, or procurement is federally funded, whether in whole or in part, the federal award agency or non-federal pass-through entity will be notified in writing of a request for non-competitive procurements for contracts exceeding \$25,000., unless prior authorization has been granted by the federal agency or non-federal pass-through entity.

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**TABLE 1 – UTILITY PURCHASING THRESHOLDS AND METHOD**

<b>Purchase Amount</b>	<b>Process Required</b>
\$0 - \$3,500	No quotes required. No PO required.
\$3,500.01 - \$7,500	No quotes required. Purchase Order (PO) form required to memorialize.
\$7,500.01 - \$24,999	3 Written Quotes or Sole Source or Emergency Justification AND Purchase Order (PO) to memorialize.
\$25,000.00 - \$50,000*	<b>GOODS ONLY REQUIRES COUNCIL APPROVAL</b> 3 Written Quotes on Vendor letterhead or Master Approval Form (MAF), or Sole Source or Emergency Justification AND Purchase Order
\$50,000.01 - \$100,000	<b>GOODS ONLY REQUIRES COUNCIL APPROVAL</b> 3 Written Quotes on Vendor letterhead or Master Approval Form (MAF) AND Purchase Order (PO)
\$100,000.01 and above	Competitive solicitation

**TABLE 2 – GENERAL (NON-UTILITY) PURCHASING THRESHOLDS AND METHOD**

<b>Purchase Amount</b>	<b>Process Required</b>
\$0 - \$3,500	No quotes required. No PO required.
\$3,500.01 - \$7,500	3 Written Quotes AND Purchase Order (PO) to memorialize.
\$7,500.01 - \$24,999.99	3 Written Quotes on Vendor letterhead and Purchase Order (PO)
\$25,000.00 and above	Competitive solicitation

## **SECTION 9 – METHODS OF PROCUREMENT**

### **9.01 Purchase Requisitions and Purchase Orders**

Unless exempted by this Procurement Manual, each purchase of goods and services over \$3,500.00 requires a Purchase Requisition and Purchase Order. A Purchase Requisition initiates the procurement process.

- A. A Purchase Requisition shall be completed by the requesting department. The requisition to purchase goods or services must have the appropriate documentation and be approved by the appropriate authority level before the Purchasing Manager initiates and complete the Purchase Order process. The following information shall be provided with the Purchase Requisition:
1. Name and department of individual requesting goods or services
  2. Vendor name (if a new Vendor, department must acquire completed Vendor Information Packet: Vendor Information Sheet, E-Verify Form and W-9)
  3. Fund/account number
  4. Total amount of order
  5. Department director signature
  6. Quantity, unit size, catalog or part number, description, unit cost, and total cost of items
  7. Total of all items – to include applicable shipping charges (if applicable)
  8. Contract, proposal or resolution number (if applicable)
  9. Remarks (in body of requisition) - this is for further breakdowns in fund/budget/line-item numbers and any special "ship to" or "bill to" information
  10. All back up documentation to substantiate the costs of #4
  11. If the purchase is for software, hardware, including multi-purpose copiers, and software as a service, the Purchase Requisition must be accompanied by the signature of the IT Director.
- B. Upon approval from the Purchasing Manager, a Purchase Order will be provided to the requesting Department.

### **9.02 Blanket Purchase Orders**

- A. Blanket Purchase Order (“BPO”) is a simplified method of filling anticipated repetitive requirements for goods or services with qualified vendors during a specified period.
- B. POs are designed to reduce administrative costs in accomplishing purchases by eliminating the need for issuing individual written Purchase Orders.
- C. A Blanket Purchase Order shall not be used to circumvent the competitive procurement process.
- D. A Blanket Purchase Order is issued for a period of time no less than one calendar quarter and not to exceed beyond the current fiscal year end.
- E. A Blanket Purchase Order allows a requesting department to make multiple purchases with one Purchase Order number, limited by the time period allowed and the specified dollar amount as indicated on the blanket Purchase Order.

- F. It is the responsibility of the requesting department Director to ensure invoices and receipts are acquired and properly sent to the finance department. All departments which are issued Blanket Purchase Orders will be notified in writing by the Purchasing Manager of the Purchase Order number, amount, and "good through" dates.
- G. It is the responsibility of the requesting department Director to monitor the cumulative purchases made under a Blanket Purchase Order to ensure all purchases are budgeted and to ensure that cumulative actual expenditures to date do not exceed the amount authorized by the Purchase Order.
- H. Blanket Purchase Orders should only be used for **operating** expenditures which do not require competitive procurement, or which have been previously competitively procured and awarded by the City Council.
- I. The only **capital** expenditures made with a Blanket Purchase Order should be owner direct purchases of supplies on an already issued capital Contract.

### 9.03 Quotes

Competitive quotes shall be permitted for the purchase of certain goods and services as set forth in Section 9.02. Before any order is placed, an approved Purchase Order must be obtained. Quotes must be good for no less than thirty (30) days from the date of the quote. Quotes without an expiration date shall be presumed to be valid for this time period.

- A. **WRITTEN QUOTES** – Written Quotes must be on vendor letterhead or City generated forms, dated and executed by an authorized representative of the vendor. Written quotes are required from three or more separate vendors. Quotes must be identical in content for comparison purposes. For example, do not ask one vendor to supply a quote for a quantity of one single item and ask another vendor to supply a quote for a quantity of 10 items.

In those instances where the securing of three (3) quotations from qualified vendors is not practicable or obtainable, execution of the Minimum Quote Form will be required with explanations of what vendors were contacted, replies from each vendor, signed by the department Director and attached to the Purchase Order request.

Quotes from one vendor shall not be shared with other vendors before the procurement process is complete. Employees shall keep all quotes confidential until an award is made. Employees are prohibited from obtaining a revised quote in order to utilize a specific vendor. The award should go to the lowest Responsive and Responsible vendor providing a quote.

- B. **E-MAIL OR INTERNET QUOTES** - For procurements requiring e-mail or internet quotes, requests for quotes may be made by email, snapshot of pricing from a potential vendors' website or official quotes submitted by the vendors on their letterhead. Documentation of the solicitation should be memorialized on the quote form provided by the Purchasing Manager.

### 9.04 Purchase Order Exemptions

The following types of procurement activities may be made without Purchase Orders:

- A. Utilities - All purchases of services from a utility whose rates are determined and controlled by the Public Service Commission or other governmental authority, including but not limited to electricity, water, sewer, telephone, and cable television

services.

- B. Pharmaceutical products and health services administrations including, but not limited to, substance abuse and mental health services, and reimbursement of administrative costs to providers of services purchased. For purposes of this subparagraph, "providers" means health professionals, health facilities, or organizations that deliver or arrange for the delivery of health services.
- C. Publication of notices.
- D. Insurance premiums.
- E. Reimbursable employee expenses such as conference registration, mileage and travel costs.
- F. Petroleum products.
- G. Dues and memberships in trade or professional organizations.

### **9.05 Cooperative Purchasing - Piggybacks**

Use of a Piggyback contract in compliance with section 14.01 of this Manual may be completed without obtaining quotes with a Purchase Value under \$25,000 if the Piggyback purchase has been validated by the Purchasing Manager. The Purchasing Manager, in his or her sole discretion, may request the department obtain quotes when time allows to ensure fiscal responsibility.

The use of a cooperative contract for purchases over \$25,000 must be presented to the Purchasing Manager with a formal quote referencing the cooperative contract and a Master Approval Form. Upon validation, the item shall be presented to the City Council for final approval.

### **9.06 Sole Source Purchasing**

Sole service purchasing for goods can be performed if the following conditions are met:

- A. The Purchase Value does not exceed \$50,000;
- B. The goods are to be used exclusively for the operation or maintenance of the City's potable water, stormwater, reuse-water or wastewater utility, or any combination of those utilities;
- C. The goods are to replace a specialized, mechanical or electrical component of the utility; and
- D. The goods are only available from a sole source of supply. The fact that the new component may increase capacity shall not disqualify this authorization.

Sole service purchasing cannot be used in conjunction with a construction or other service contract that requires competitive bidding.

The requesting department will be required to complete a Sole Source Justification Form. Submission of the request shall be accompanied by a formal quote from the vendor with supportive evidence that due diligence has been performed supporting the sole source request. Upon review by the purchasing department, the Finance Director and City Manager must approve the request.



A notice of intent to complete a Sole Source purchase shall be advertised on the City's website and any electronic bid platforms in use by the City for a period of at least seven (7) calendar days to allow the vendor community to review the requested goods to determine if a competitive alternative exists.

## **SECTION 10 – EMERGENCY PURCHASES**

An Emergency Purchase is a procurement necessitated by a situation where the competitive procurement delay would be detrimental to the health, safety, and welfare of the citizens of the City. It may also be a condition that stops or seriously impairs the necessary function of City government.

The City Council may substitute competitive quotes for the competitive bidding required upon finding by extraordinary vote that a public emergency exists making the Bid delay contrary to public interest.

Documentation of Emergency Purchases shall be submitted by the City Manager with a detailed explanation, and support materials attached, no more than ten working days after the event occurred or the purchase was made.

Departments are responsible for understanding additional requirements for local, state and federal reimbursements related to Emergency Purchases. At a minimum, all purchases must be diligently documented and tracked, including City workforce hours. Any procurements that are categorized as "Emergency Purchases" should be maintained, safeguarded and kept in effect through any such circumstances, including the clean-up and repair of property following an emergency event.

Following all purchases under this Emergency Purchases section, a report shall be prepared by the requesting department Director. The report must include complete documentation clearly stating justification for exception from normal procurement procedures, an itemization of all individual transactions relating to the Emergency Purchase, and itemization of any additional work hours beyond the affected employees' usual work schedule, and documentation of communication with other governmental entities (FEMA, SERT, etc.) that have taken place.

## **SECTION 11 - UNAUTHORIZED PROCUREMENT**

It shall be a violation of the City Procurement Manual for any employee or agent of the City to order the purchase of any goods or Services or to make any Contract within the purview of this manual other than through the guidelines established in this manual. Any Purchase Order or Contract made contrary to the provisions herein shall be considered an unauthorized purchase and may be grounds for disciplinary action and the City shall not be bound thereby.

### **11.01 Subdividing Procurements**

Purchases, orders, or Contracts that are subdivided to circumvent the requirements of this manual shall be considered unauthorized and subject to disciplinary action. This includes the subdivision of quotes.

## **SECTION 12 - VENDOR POLICIES**

### **12.01 Full and Open Competition**

It is the intent of the City to provide all eligible vendors with a fair and impartial opportunity to compete for the City's business.

### **12.02 Public Entity Crime: Denial and Revocation of Rights**

- A. In accordance with Section 287.133, F.S., any Vendor listed on the State Department of Management Services Convicted Vendor List shall be denied the right to conduct business or render any type of service for any City department to the extent required by the debarment, suspension, or other determination of ineligibility by the State.
- B. Suspension. After consultation with the City Attorney, the Purchasing Manager is authorized to suspend a vendor from consideration for award of contracts if there is probable cause to believe that the vendor has engaged in any activity which might lead to debarment pursuant to subsection D below. The suspension shall be for a period not to exceed three months, and the Purchasing Manager shall immediately inform the Council at the next regular meeting and provide notice to the affected vendor.
- C. Debarment. After reasonable notice and an opportunity for the suspended vendor to be heard, the Council shall either debar such vendor or terminate the suspension. The debarment should be for a period of not more than three years.
- D. Grounds for debarment include:
  1. Entry of a plea of guilty, or no contest, or nolo contendere to or conviction of a criminal offense as an incident to obtaining or attempting to obtain public or private contract or subcontract, or in the performance of such contract or subcontract; or
  2. Entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty; or
  3. Entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal antitrust statutes arising out of the submission of bids or proposals; or
  4. Violation of contract provisions, as set forth below, the character which is regarded by the Council to be so serious as to justify debarment action:
    - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - b. A past record of failure to perform, or of unsatisfactory performance in accordance with the terms of one or more contracts.
  5. Having been adjudicated guilty of any violation of the City Building Department or the State of Florida Construction Industry Licensing Board within the past 12-month period prior to the time of bid submittal; or
  6. Having been adjudicated guilty by City Code Enforcement or the Department of Environmental Protection of any violation of an environmental ordinance within the past six-month period at the time of bid submittal; or

7. Having been disqualified or found nonresponsive, based on the vendor's fraud or disqualification; or
  8. Having been adjudicated insolvent, having proceedings in bankruptcy instituted against it, or having a receiver or trustee appointed over its property; or
  9. Being in a proceeding (i.e., court proceeding, arbitration, or administrative proceeding) adverse to the City arising from or related to the vendor's performance of a contract with the City, or having unresolved financial claims pending by or against the City for a period of more than sixty (60) days; or
  10. Having been suspended or debarred by any other government entity; or
  11. Any other cause the City Council determines to be so serious and compelling as to affect responsibility as a City vendor, including debarment by another governmental entity.
- E. Notice of decision. The Mayor shall render a written notice to the vendor of the decision to debar or suspend. The final decision shall state the reasons for the action taken and inform the debarred or suspended person involved of his/her rights concerning judicial review by certiorari appeal to the Fourteenth Judicial Circuit Court. The written decision shall be mailed or otherwise furnished immediately to the debarred or suspended vendor.

### **12.03 Reinstatement**

Vendors that have been suspended from doing business with the City may be reinstated upon written request; however, debarred or suspended firms shall not be reinstated during the period of a debarment or suspension.

### **12.04 Litigation and Arbitration**

The City shall not issue any Purchase Orders or Contracts to any vendors currently involved in litigation or arbitration with the City of Panama City Beach until such time as a satisfactory resolution is reached with such vendors; however, the City Council may, in its sole discretion, award Purchase Orders or Contracts to such vendors.

### **12.05 Dispute Resolution**

In the event a dispute occurs between a vendor and a department, and the employee responsible for the contract cannot resolve the dispute, the following procedures shall apply:

- A. The vendor shall submit a written statement via certified mail no later than 45 days from the time when the invoice was submitted to the City specifying the nature of the dispute regarding payment of the invoice.
- B. Within five days of the receipt of the written statement submitted by the vendor, the appropriate department manager shall investigate the dispute and submit a decision to the City Manager's Office.
- C. Within five days of the receipt of the written decision, the City Manager will review the dispute and make a final decision on the matter. The Purchasing Manager will notify the vendor in writing, via certified mail and within five days of the date of the final decision. These procedures do not change the method of a bid protest as set forth section 18. Failure of a vendor to exhaust this procedure shall bar the claim thereafter.

## **12.06 Drug-Free Workplace**

Preference shall be given to vendors with drug-free workplace programs.

## **12.07 Equal Opportunity Employment**

The City is an equal opportunity employer. To the extent permitted by law, as a condition of conducting business with the City, all individuals or organizations desiring to do business with the City shall have an equal opportunity employment policy consistent with state and federal law.

## **12.08 E-Verify**

- A. As a condition of conducting business with the City, all individuals or organizations desiring to do business with the City must 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-contractors to provide an affidavit attesting that the sub-contractor does not employ, contract with, or subcontract with, an unauthorized alien. The vendor shall maintain a copy of such affidavit for the duration of the contract.
- B. If the City has a good faith belief that a vendor has violated section 448.01, Florida Statutes, it shall terminate that vendor's contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the vendor, the vendor may not be eligible for or awarded a public contract for a period of 1 year after the date of termination.

## **SECTION 13 – COMPETITIVE PROCUREMENT**

### **13.01 GENERAL**

- A. All formal competitive procurements begin with an executed Master Approval Form submitted from the requesting department to the Purchasing Manager. The requesting department shall provide the department(s) name, requested goods or services needed, procurement method, scope of work, general ledger account code(s), and cooperative agreement number (if applicable), The Purchasing Manager shall determine the date, time and location for submitting Bids, as well as the date, time and location of the public Bid opening.
- B. It will be the City's objective to consolidate for purchase and bidding all goods and services of a similar nature.
- C. All competitive solicitations should include the following provisions:
  - 1. A reservation of the rights to accept or reject any and all Bids, proposals, in whole or in part, to waive informalities in the solicitation documents, to obtain new Bids, or to postpone the Bid opening.
  - 2. An acceptance clause granting the City a minimum of forty-five (45) days in which to accept or reject the Bid, during which time the tendered bid shall remain valid.

3. The number, duration and condition of any intended renewal periods.
4. An estimated time for contract award.
5. The basis for award.
6. Procedures to award when Tie Bids are received.
7. Public Entity Crimes Statement pursuant to Section 287.133(3)(a), Florida Statutes.
8. Non-collusion affidavit.
9. E-Verify affidavit.
10. Drug Free Workplace Statement
11. Conflict of Interest Statement
12. All other requirements of the solicitation or related funding Agreements.

D. Federally funded projects will follow Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”, 2 C.F.R. Sections 200.213 and 200.317-326.

E. The requesting Department, in conjunction with the Purchasing Manager, will determine which competitive procurement method is most practicable and advantageous to the City. Those methods may be by:

1. Request for proposals (RFP);
2. Request for qualifications (RFQ);
3. Invitation to Bid (ITB);
4. Invitation to Quote (ITQ);
5. Sole source procurement;
6. Cooperative Purchasing (Piggybacking).

F. The solicitation document shall specify evaluation procedures.

### **13.02 Cooperative Purchasing (Piggybacking)**

- A. A purchase of goods made by or on behalf of the City on the same terms and conditions as were obtained by federal, state or municipal governments or cooperative purchasing entities through an advertised, competitive bidding process shall be deemed to be made through competitive bidding under the City Charter.
- B. The Purchasing Manager shall have the authority to purchase from and join with other units of government in cooperative purchasing ventures when the best interest of the City would be served thereby. It is standard policy of the City to cooperate with other government agencies in the purchase of goods and services required by the City.
- C. When any other government agency has awarded a Contract for any goods, the City may purchase those goods from the awarded vendor at the awarded price if the original Bid specifications and award allow it. Where the public purchasing unit administering a cooperative purchase complies with the requirements of this manual, the City, when participating in such a purchase, shall be deemed to have complied. Such purchases shall be made without additional City competitive procurement provided that the funding has been appropriated and the purchase has been authorized by proper signatory authority along with Purchasing Manager approval.
- D. The City may Bid and award the purchase of any goods with the stipulation that any other government agency may also purchase the awarded product or service at the

same awarded price.

- E. The following documentation is the minimum required to use another government entity's awarded Contract.
1. Completion of a Master Approval Form
  2. A complete copy of the original procurement;
  3. A copy of award letter/memo/agenda item with minutes by the government entity to the vendor to document award;
  4. A complete copy of the vendor's proposal;
  5. A complete copy of the current Contract with the vendor and any amendments thereto.
- F. If federal funds are used (except for CDBG-DR funds), the City may exercise the option to utilize other government contracts, provided that:
- The original Contract was procured in compliance with federal procurement standards in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" 2 C.F.R. Sections 200.213 and 200.317-326 and City's Charter;
  - An assignability clause is included in the originating government's contract, the terms and conditions are substantially similar to the terms and conditions of the option as stated in the original Contract at the time it was awarded;
  - The option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous;
  - The original Contract contained an assignability clause and that the terms and conditions of that Contract meet the Federal Transit Administration (FTA) requirements (if funded by FTA);
  - The original Contract contains appropriate assignability provisions that permit the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions;
  - The Contract price is fair and reasonable;
  - The Contract provisions are adequate for compliance with all federal requirements;
  - The quantities the assigning party acquired, coupled with the quantities the acquiring grantee or subgrantee seeks, do not exceed the amounts available under the assigning entity's Contract.

### **13.03 Federally Funded Projects**

The City will not utilize cooperative purchasing (piggybacking) for federally funded contracts unless prior authorization has been granted by the federal award agency and the Contract is compliant with federal regulations.

## **SECTION 14 – PUBLIC NOTICE / ADVERTISEMENTS**

A public notice shall include a general description of the goods and services to be purchased, the location where Specifications may be obtained, closing date, and the time and place for receipt of and the opening of the competitive procurement.

Public notice of each intended purchase by competitive Bid shall be posted on a designated electronic bid platform noticed upon and linked to the landing page of the City's official website for 21 consecutive days and published on the Bay County Public Notices website prior to the opening date of the Bid. In addition to the posting requirements of this section, the City Council may direct the City Manager to notify by whatever means it chooses additional potential suppliers of such request for Bids wherever the City Council determines that the website posting requirements of this section is inadequate to produce sufficiently competitive bidding.

#### **14.01 Capital Projects - \$200,000 or greater**

Any construction project that is projected to cost \$200,000.00 or greater shall be publicly advertised at least once on the Bay County Public Notices website at least 21 calendar days prior to the Bid received date and at least five calendar days prior to any scheduled pre-bid conference. If the construction project is expected to cost more than \$500,000.00, it must be advertised at least 30 calendar days prior to the Bid received date and at least five calendar days prior to any pre- bid conference.

### **SECTION 15 – COMPETITIVE BIDDING RESPONSE PROCESS**

#### **15.01 Response Submission**

- A. Responses to all formal competitive procurements shall be submitted to the Purchasing Manager no later than the date and time designated in the instructions. The envelope containing the competitive procurement shall be sealed and marked according to instructions in the Specifications. The Purchasing Manager, or designee, shall date and time stamp each response as it is received and file the responses, unopened, in a secure file until the time designated for the opening. Responses received after the designated time shall be returned unopened to the sender.
- B. Mandatory and non-mandatory conferences may be held when deemed necessary by the requesting department. Notification of the conferences will be outlined in the competitive procurement package or provided by separate notice. However, any written material to be distributed to potential Respondents must be approved in advance by the Purchasing Manager and made part of the competitive procurement.

#### **15.02 Issuance of Addenda**

- A. Occasionally after a Bid or a Request for Proposal or Qualifications is advertised, but prior to Bid opening or submittal time, changes to the Specifications, delivery schedules, quantities, etc. may be needed. Ambiguous provisions may need to be clarified, or errors and oversights corrected which may or may not have been brought to the attention of the Purchasing Manager, by the potential supplier. In these circumstances, and at the City's sole discretion, addenda(s) may be issued.
- B. Verbal changes shall not be made, and interpretations of a material consequence shall not be made verbally to potential Bidders. All Bidders who are submitting a Bid for an ITB or a proposal for an RFP/RFQ are responsible to obtain and confirm any Bid/proposal addendum of any material changes made in a competitive procurement process.

### **15.03 Opening of Responses**

- A. All formal competitive procurements shall be opened in public at the time and place stated in the public notice/advertisement with at least two (2) witnesses present. At least one witness shall be a City employee to record the opening.
- B. The purpose of the opening is to record the responses received and to ensure that the responses comply with the basic requirements of the competitive procurement. Responses are not analyzed for quality or substance at the opening.

### **15.04 Rejecting Responses**

- A. The City may reject all submitted Bids and provide for the request of additional Bids whenever it finds that the Bids submitted are not responsive to the request for the Bids, that the Bids are not responsible or that the Bid prices are unacceptable.
- B. The City Council reserves the right to accept or reject any and all Bids, proposals, competitive or otherwise, in whole or in part, to waive informalities in the solicitation documents, to obtain new Bids, or to postpone the Bid opening as it may deem in the best interest of the City.

### **15.05 Correction or Withdrawal of Responses**

- A. Responses submitted to the City as part of a competitive procurement may be corrected or withdrawn unilaterally by the Respondent before the opening of sealed bids. Mistakes discovered before the competitive procurement opening may be modified or withdrawn by written notice received in the office designated in the procurement prior to the time set for opening.

After the competitive procurement opening, no changes in prices or other provisions prejudicial to the interests of the City or fair competition shall be permitted. The assigned unit price, when applicable, will be the prevailing decision when an extension price is in error.

### **15.06 Evaluations of Invitations to Bid and Invitations to Quote**

In the ITB and ITQ processes, the City may consider, but is not limited to, the following factors in addition to price when determining whether the Bidder is Responsive and Responsible:

- A. Ability, capacity and skill of the Bidder to perform the Contract;
- B. Whether the vendor can perform the Contract within the time specified, without delay, interference, or conflict with current workload;
- C. Quality of performance of work performed under previous Contract;
- D. Previous and existing compliance by the vendor with laws and regulations relating to the Contract;
- E. Sufficiency of the financial resources and ability of the vendor to perform the contracted service or provide the good;



- F. Quality, availability and adaptability of the goods or contractual services to the particular use required;
- G. Ability of the vendor to provide further maintenance and service for the use of the subject of the Contract;
- H. Number and scope of conditions attached to the Bid or quote;
- I. Qualifications of personnel, licensing and corporate qualifications;
- J. Use of one or more subcontractors with a record of poor performance.

For the purpose of this section, the City may consider evidence from the 10-year period preceding the subject Bid.

In the event the lowest, Responsive, Responsible Bid for a construction project exceeds the architectural or engineering cost estimates, the City Manager or designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, Responsive, Responsible Bidder, in order to bring the Bid within the amount of available funds.

## **15.07 Evaluation of Requests for Qualifications and Requests for Proposals**

For purposes of reviewing RFQs and RFPs, a selection committee shall review the responses and make recommendations to the Council.

- A. The Purchasing Manager shall be responsible to provide the selection committee with all meeting information (list of personnel, date, time, location, and reason for meeting) no less than 72 hours in advance of any scheduled meeting, excluding holidays and weekends.
- B. Contact with the selection committee - Members of the selection committee are prohibited from discussing a project among themselves or with any professional or professional firm that may submit a response during the procurement process, except in noticed committee meetings.
- C. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received by the City by the publicized submission time and date shall be evaluated.
- D. The initial ranking of proposals is based upon the weighted criteria in the solicitation.
- E. Shortlisting - The best-qualified Respondents shall be based upon the selection committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive Respondents, will be considered as the shortlisted firms, unless the City Manager, after input and discussion with the selection committee, approves adding additional firms to the shortlist. If less than three firms are deemed responsive, all responsive firms shall be shortlisted.
- F. Formal Presentations/Interviews - The selection committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.
- G. Final Ranking - The selection committee shall use the ordinal process to rank the firms. The Respondents shall be listed in order of preference. The list of best-qualified firms shall be forwarded to the City Manager for approval by the City Council prior to

beginning contract negotiations.

#### **15.08 Notice of Award and Contract Negotiations**

- A. The City Council shall award the Contract to the fully Responsive and Responsible Bidder that best meets the evaluation criteria of the procurement. In the event that the lowest Bidder does not offer the reliability, quality of service, or product afforded by another Bidder, the City Council may award the Contract to a Bidder other than the lowest Bidder should it be in the best interests of the City.
- B. Upon Staff's determination of a recommendation for award, the City shall issue a Notice of Intent to Award to all Respondents. Issuance of a Notice of Intent to Award shall be nonbinding on the City and shall only serve to give the Respondents adequate notice of staff's recommendation.
- C. All Procurements will be formalized by entering into either a Contract with, or issuing a Purchase Order to, the successful Respondent.
- D. Once a satisfactory Contract has been negotiated, the Contract shall be presented for approval and execution by the appropriate authority as provided in Section 9. Upon execution by both parties, the Notice of Award shall be issued.
- E. Upon the City Council award of any procurement, the City shall issue a Notice of Award to all Respondents. Such issuance shall be conclusive evidence of the City's award of the procurement and the date of issuance shall serve as the commencement date for the Contract. Calculation of all times for completion of any services shall be based upon the date of issuance of the Notice of Award.

#### **SECTION 16 - IDENTICAL PROCUREMENT RESPONSES (TIE)**

Whenever two or more bids which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

If both businesses have a drug-free workplace program, then the bid will be awarded by a coin toss. The Purchasing Manager with a minimum of one witness shall conduct the coin toss.

#### **SECTION 17 – BID PROTEST**

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

After notification of the award decision, any party with standing may challenge the decision by initiating an action in the Circuit Court of the Fourteenth Judicial Circuit in Bay County against the City. If a party intends to initiate such an action, it must electronically notify the

Purchasing Manager and the City Attorney no later than one business day after notice of the awarding authority's decision. If no such notice is received by the City, the City may proceed to execute a contract to formalize the award decision. If the City does receive notice of intent to challenge the decision, the City will stay the contracting process, unless the City manager determines that the contract must proceed without delay to protect substantial interests of the City. If a party notifies the City of its intent to challenge a decision under this subsection, it must file its action within fourteen business days after providing its notice. If the party fails to file its action within this period, the City may proceed with the contracting process and any bid protest in court is barred. If the party files its action, the court will uphold the City's decision unless the court determines that the awarding authority did not act in good faith and the challenger demonstrates illegality, fraud, oppression or misconduct by the City or anyone acting on the City's behalf.

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

## **SECTION 18 – PUBLIC MEETINGS**

The City is governed by the state public meeting laws as provided in Section 286.011, F.S. Any meetings of a Council or committee where presentations, rankings, short listings, or other award recommendations or decisions are to be made shall be held at a duly noticed public meeting, unless otherwise exempt from Section 286.011, F.S.

## **SECTION 19 - CONE OF SILENCE**

### **19.01 Cone of Silence**

A cone of silence shall be established on all City competitive selection processes. The cone of silence prohibits any communication regarding an ITB, RFP, ITQ, RFQ or other competitive solicitation between the Bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any City Council or City employee, selection committee member or other persons authorized to act on behalf of the Council including the City's Architect, Engineer or their subconsultants. The cone of silence shall be in effect from the time of Advertisement until the Bid is officially awarded. Each competitive solicitation shall provide notice of the cone of silence requirement.

### **19.02 Exceptions to the Cone of Silence**

The cone of silence shall not apply to:

- A. Communications at any public proceeding or meeting, including pre-bid conferences, selection committee presentations or pre-award meetings.
- B. Communications during contract negotiations between designated City employees and the intended contract awardee.
- C. Communication with a vendor by the Purchasing Manager following Bid opening to clarify the vendor's Bid or intended scope of services.
- D. Communication following the filing of a protest between the protesting party and the Purchasing Manager, City Manager's Office and City Attorney's Office, including, but

not limited to, during the dispute resolution process provided herein.

- E. Purchases exempt from competitive selection, Sole Source Procurements, and Emergency Purchases, as defined in this manual.

### **19.03 Termination of the Cone of Silence**

The cone of silence shall terminate when the Council, or City employee authorized to act on behalf of the Council, awards a Contract or rejects all Bids or responses or otherwise takes action to end the selection process.

## **SECTION 20 - GRANTS OR FEDERALLY FUNDED PROJECTS**

Expenditures using funds derived from a federal grant or agreement (whether direct to the City or “pass-through” from another entity such as the State) may require special processing because of specific legal terms and conditions placed by the funding agency. Grants often have certain purchasing requirements that are different or additional to the City’s purchasing requirements and may require special purchasing procedures. It is the responsibility of the requesting department to identify any special purchasing requirements or provisions, to notify the Purchasing Manager of them, and to ensure that all requirements are followed.

Purchases utilizing federal funds must comply with all requirements of federal procurement standards in the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” 2 CFR 200.and FTA Circular C 4220.1F, as amended from time to time, and shall include all federal contract clauses, and Executive Orders, as applicable.

In addition to the requirements set forth in this Procurement Manual, the City will comply with all additional state and federal regulations outlined in the CDBG-DR Policies and Procedures Manual for CDBG-DR-funded projects.

## **SECTION 21 - CONTRACTS**

A Contract is a legal agreement which has cycled through the proper procedure, review and approval and has been entered into by the City Council. Any changes to a Contract must have approval of the City Manager, City Attorney and City Council.

### **21.01 Contract Procedure**

- A. Contracts will be drafted in a format approved by the City Attorney’s Office.
- B. Once a contract has been awarded, any necessary changes to the contract shall be made through the City Attorney’s Office.
- C. The City Clerk shall establish a central repository of all city contracts.

### **21.02 Staff Responsibilities**

- A. Each Department shall monitor and administer Agreements procured by the Department. Responsibilities of each Department with regard to Contracts include:
  - 1. Determine the need for a Contract;
  - 2. Assign a project manager;
  - 3. Establish the expected standards, quality, and/or performance required;
  - 4. Develop Contract requirements (such as scope of work/services, terms,

- duration, or basis for price adjustment), which may include participation in Contract negotiations, including the scope of work/services;
5. Ensure that sufficient funds have been appropriated or are available for the purpose of the Contract as well as other budgetary considerations;
  6. Draft or coordinate the drafting of documents in conjunction with the Purchasing Manager, Risk Manager and/or the City Attorney's Office, defining all details of the Contract including adjusting standard language or boilerplate documents to ensure compliance with all applicable local, state and federal requirements;
  7. Establish schedules for the duration, completion, and renewal of Contracts;
  8. Verify that required performance security will be satisfied in conjunction with the Purchasing Manager (for Purchasing Contracts) and the City Attorney's Office;
  9. Coordinate, route, and obtain necessary reviews of all adjustments to documentation, although these roles may be shared with one or more of the reviewing authorities (such as the Purchasing Manager);
  10. Prepare necessary documents for proper Council, or delegated approval as applicable, execution, distribution, and filing with the City Clerk;
  11. Provide Contract administration in accordance with approved policies and guidelines including monitoring performance, documenting contract performance deficiencies and subsequent cure process if applicable, securing proof of insurance, maintaining the administrative file relating to the Contract including compliance with public records retention policies, and monitoring Contract term expiration, in conjunction with the Purchasing Manager for Purchasing Contracts.
- B. Purchasing Manager – The Purchasing Manager's role in Contract review is to provide input on all specifications and applicable Contracts to ensure strict compliance with the current Procurement Manual implementing the Charter, all applicable Florida Statutes, the City's Financial Management Policy, and best governmental purchasing practices. Until such time as these requirements are satisfied, no Purchase Order shall be issued. In addition, the Purchasing Manager analyzes proposed purchase methods to determine the most economical means of procurement.
- C. Risk Management Department – The Risk Management Department's review of Contracts is intended to evaluate risk exposure for the Contract and recommend adequate levels and types of insurance coverage, assure indemnification provisions are included in the Contract, as prepared and/or approved by the City Attorney's Office, and transfer, if possible, the risk exposure to the other party.
- D. Finance – The Finance Director has a role in all contractual obligations, which are related to the statutory requirements imposed upon the City, including the pre-audit functions of the City. The review processes may occur at any time during the contract/obligation period. As part of the Contract review, Finance considers the terms and conditions of a Contract to assure, to the extent possible, that it is not an open-ended obligation, and that financial items and payments are free of ambiguities.
- E. Legal – The Office of the City Attorney has a role in all contractual obligations involving the City. Routine or standard contractual situations require only a minimal involvement on the part of this office, and such Contracts are often reviewed and approved at latter stages of the Contract process and prior to execution. Contracts which are unique or represent a significant departure from practices and policies most often require a significant involvement by this office and participation at a very early

stage of the Contract review process.

The City Attorney's Office reviews all Contracts to ensure their legal sufficiency with respect to form and to evaluate the legal sufficiency of Contract terms and provisions to ensure compliance with applicable laws, including approval of all indemnification provisions. As previously noted, certain provisions may be legally impermissible. Lastly, this office may provide comments regarding the legal impacts and consequences of contractual rights or obligations.

### **21.03 Contract Finalization**

Once the review process has been completed, the original Contract(s) shall be submitted pursuant to current agenda procedures to the City Clerk.

In those cases where comments of one or more reviewing authorities result in material revisions to the Contract, the entire Contract review process shall be repeated. Non-material revisions may be made during the Contract review process. The requesting department/official is responsible for making necessary revisions to the Contract and acknowledging on the Contract review transmittal slip that these revisions have been completed and are correct.

The contract review process is intended to constitute a general guideline, and there may be exceptions or situations that necessitate modifications to the review process. In those situations, the requesting department/Official shall be responsible for the modified contract review process, including securing approval to modify the process from the person with oversight of the requesting department.

### **21.04 Payment and Performance Bonds**

Performance and Payment bonds are required as set forth in Florida Statutes. Performance and Payment bonds submitted by contract must be no less than 100% of the contract price. Bonds for federally funded projects must be equal to 100% of the contract price. All bonds must be delivered to the City of Panama City Beach.

### **21.05 Federal Contract Provisions**

All federally funded contracts entered into by the City will contain the applicable provisions required by 2 CFR 200.318 through 200.327 and identified in Appendix II to 2 CFR Part 200.

### **21.06 Time-and-Materials Contracts**

Time-and-materials contracts should not be used for federally funded projects. However, in circumstances where a determination by the City is made that no other Contract is suitable, a time-and-materials contract may be used if the Contract includes a ceiling price that the Contractor exceeds at its own risk. Time-and-materials Contracts include Contracts whose cost to the City is the sum of:

1. The actual cost of materials; and
2. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

### **21.07 Contract Cost and Price**

The City will perform a cost or price analysis in connection with every procurement in excess of \$250,000, including contract modifications. The method and degree of analysis

is dependent on the facts surrounding the particular procurement situation, but as a starting point, the City will make independent estimates before receiving Bids or proposals. The City will then utilize a cost analysis to determine if costs are reasonable.

The City will negotiate profit as a separate element of the price for each contract in which there is no price competition, and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for Contracts under federal awards are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are allowable, reasonable, and allocable.

For costs to be considered allowable under federal awards, they must meet the following criteria:

- A. Be necessary and reasonable for the performance of the federally funded project.
- B. Conform to any limitations or exclusions set forth in § 200.403 or in the federal award as to types or amount of cost items.
- C. Be consistent with the City's policies and procedures that apply to both federally funded and non-federally funded projects.
- D. Be accorded consistent treatment.

The cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used by the City for projects under federal awards.

**21.08 City Contract Provisions**

**21.08.01 PUBLIC RECORDS**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (850) 233-5100, [cityclerk@pcbfl.gov](mailto:cityclerk@pcbfl.gov); 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.**

- A. The Contractor shall comply with public records laws, specifically to:
  - 1. Keep and maintain public records required by the City to perform the service.
  - 2. Upon request from the City's custodian of public records, provide the City 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 as otherwise provided by law.
  - 3. 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 Contractor does not transfer the records to the City.
  - 4. Upon completion of the Contract, transfer, at no cost, to the City all public

records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**B. Request for records; noncompliance.**

1. A request to inspect or copy public records relating to a City's Contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
2. If a Contractor does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the Contract.
3. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Section 119.10, F.S.

**21.08.02 ADA/504 Statement**

1. The City makes a great effort to ensure that its facilities, programs, services, and activities are available to those with disabilities. The City encourages citizenry to report any facility, program, service, or activity that appears inaccessible to the disabled. Furthermore, the City will provide reasonable accommodation to disabled individuals who wish to review documents related to the City's procurements with advance notification of seven days.
2. Questions, concerns, comments, or requests for accommodation should be made to the City of Panama City Beach's ADA Officer:

Name of ADA Officer: Julie Roeder  
Address: 17007 Panama City Beach Parkway, Panama City Beach,  
FL 32413  
Phone number: (850) 233-5100, ext. 2409  
FAX: (850) 233-5108  
Email: [julie.roeder@pcbfl.gov](mailto:julie.roeder@pcbfl.gov)

**SECTION 22 - INSURANCE REQUIREMENTS**

- A. Insurance policies for procurements shall be required at the coverages and thresholds established by the Risk Manager.
- B. All insurance policies shall be with insurers licensed in the State of Florida with a minimum Rating of A+, Class X or higher in the Bests Key Rating Guide.
- C. All policies shall be written such that the City of Panama City Beach will be notified in writing of cancellation or amendment at least 30 days prior to the effective date of



cancellation or amendment.

- D. The certificate holder shall be the City of Panama City Beach.
- E. The Risk Manager and City Clerk shall be furnished Certificates of Insurance prior to commencement of any work. The City shall retain the right to reject all insurance contracts that do not meet these requirements.
- F. Insurance coverages required for each Contract are specifically determined based upon the risk exposure arising from the Contract.
- G. The City reserves the right to amend the insurance requirements upon 60 days' notice to an affected third party.
- H. All liability insurance shall be written on an occurrence basis only.
- I. Statutory limits must be indicated for worker's compensation.
- J. The Contractor shall purchase and maintain in force insurance as required by and for the life of the Contract, Lease or Agreement.
- K. The City must be listed as additionally insured.

## **SECTION 23 - OWNER DIRECT PURCHASING**

### **23.01 General**

- A. The City shall have the option to utilize sales tax recovery (savings) for construction projects, renovation projects or other purchases as needed to take advantage of the City sales tax exemption status. Prior to a ITB or RFP the use of sales tax recovery will be determined, and nothing herein shall prohibit the City from deleting items within the ITB or RFP and purchasing items directly from a supplier to avoid sales tax being paid by the City as a part of a Contractor's Bid price.
- B. The City may utilize the awarded vendor's suppliers and place Purchase Orders for the purchase of the supplies needed by the awarded vendor without further competition. Contractor suppliers must follow the City's process to become an established vendor for the City. The Contractor shall take receipt of and utilize the supplies on the awarded project. The City shall pay all invoices associated with the Purchase Orders utilizing the same process for all vendors and deduct the invoice cost plus any sales tax from the contract amount.
- C. The City's direct purchase option normally will be utilized only on large projects. The decision concerning utilization of the process will be made by the City but announced to proposers as a part of the solicitation process.

### **23.02 Ordering**

- A. The City may exercise its right to direct purchase any component of the Bid in order to save the sales tax on the selected component which may include equipment, materials and supplies contained within the Bid. The items selected may, at the discretion of the City, be purchased directly from vendors the Contractor used to submit the Bid to the City and made a part of the construction contract executed with the City and approved by City Council. The Contractor shall fully cooperate with the City, providing information for the preparation of Purchase Orders for these direct purchases, monitoring deliveries and approving invoices.

- B. The City will issue a Purchase Order to the material supplier for the component selected for Owner Direct Purchase (ODP). The Purchase Order will be sent to the Contractor, who shall verify that the order was issued correctly and, if so, send it to the material supplier.
- C. The Contract will be reduced by the amount of sales tax savings.

### **23.03 Receipt**

The Contractor shall sign for and receive all materials, retaining packing slips and delivery tickets for all materials delivered for the project. All documentation shall be timely delivered to the City and subcontractors shall be responsible for the safe care, custody and control of all materials under all circumstances.

### **23.04 Billing/Payments**

- A. All ODPs shall be directly billed to the City in care of the Contractor.
- B. The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the City and the supplier of any billing errors and requesting corrected invoices, as necessary.
- C. Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the City.
- D. The Contractor shall prepare a direct purchase report for the City upon submittal of each pay request.

### **23.05 Other Considerations**

- A. The City shall have title to all items for which payment has been made.
- B. The selection of ODP does not relieve the Contractor of liability for that item as related to the quantity ordered, the maintenance and care of the item when delivered or the installation or incorporation of the item in the work to be performed in accordance with the Contract documents. The Contractor shall maintain products liability insurance which shall include ODP items.
- C. The City shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with this and all provisions.
- D. The City will comply with all statutory and administrative rules and regulations imposed by the Florida Department of Revenue in order to maintain a compliant direct purchase program. To the extent required by Florida law, the risk of loss with respect to product delivered shall be on the owner but the City may, to the extent allowed by Florida law, require that the Contractor and its subcontractors indemnify and hold harmless the City for any loss to products delivered because of Contractor breach of contract or negligence. The City may also require the scope of services in the Contract include services of the Contractor or its subcontractors concerning scheduling, acceptance of products delivered, storage, sequencing of delivery and incorporation of products in the project. None of the provisions in this section shall be interpreted to provide any procedure for ODP different from the procedures required by the Florida Department of Revenue (DOR) except to the extent a DOR procedure can be shown to be in contravention of Florida law.

## **SECTION 24 - HOW TO DO BUSINESS WITH THE CITY**

Each year, the City of Panama City Beach contracts with various vendors, firms, and contractors for various types of goods and services for the benefit of the constituents of the City of Panama City Beach. The Purchasing Manager in conjunction with the City Manager is responsible for managing the City's purchasing and contracting processes. The City welcomes and encourages qualified vendors and contractors to respond to solicitations by submitting offers and proposals.

The City of Panama City Beach does not require any vendor, firm, individual or organization to register with the City in order to do business. However, Vendors are encouraged to visit the City's website at [www.pcbfl.gov](http://www.pcbfl.gov) and register to receive email notifications when solicitations are advertised. City solicitations are advertised on the City website and are also available on DemandStar. Vendors are encouraged to visit DemandStar at [www.demandstar.com](http://www.demandstar.com) to register and receive notification of solicitations from the City of Panama City Beach.

When a vendor is awarded a Contract with the City, the requesting department contacts the vendor to obtain a copy of the vendor's completed W-9 and to register the vendor in the financial system for invoice processing and payment. Vendors shall choose ACH or virtual card (vCard) for payments, as these forms of payment result in quicker payment of invoices. The City is not responsible for convenience fees that may be related to ACH and/or vCard payments.

The City of Panama City Beach awards Contracts and Agreements to the lowest Responsible and Responsive Bidders. The City observes the cone of silence on all advertised solicitations and policies for ethical and professional behavior. Purchasing along with the City Attorney can also review vendor performance on City Contracts, and other public entity contracts, in arriving at a determination if a Bidder meets the definition of a responsible vendor and may be recommended for award.

**For more information on the City's purchasing policies and procedures, and to learn more about doing business with the City of Panama City Beach, please visit the City's website at [www.pcbfl.gov](http://www.pcbfl.gov) or telephone (850) 233-5100 to speak directly with the Purchasing Manager.**

**PURCHASING CARD POLICY**

**A. PURCHASING CARD POLICY AND PROCEDURES**

The City of Panama City Beach Purchasing Card Program is designed to improve efficiency in processing low dollar purchases from vendors accepting the Purchasing Card. This program will allow cardholders to purchase approved goods and services directly from our vendors. The Finance Department and Purchasing Manager will monitor the performance of the program.

All questions, requests, or concerns related to this program shall be directed to:

Accounting Related - Finance Director (850) 233-5100 (ext. 2334)

Purchase Related – Principal Accountant, (850) 233-5100 (ext. 2301)

**B. ASSIGNMENT AND CONTROL OF THE PURCHASING CARD**

Requests for and issuance of Purchasing Cards

- a. Purchasing Cards will be issued to employees who purchase goods and services with single transaction limits from \$3,500 up to \$10,000 and with monthly spending limits up to \$10,000 as assigned by Department Director in conjunction with the Finance Director.
- b. The Purchasing Card will contain the employee’s name, the City name, and an account number.
- c. Requests for new, additional or replacement cards or for changes to current cardholders must be submitted on a New Employee or User Purchase Card Request Form and authorized by the Department Director or City Manager.
- d. New cardholders will be required to personally take receipt of the Purchasing Card by signing a Purchase Card User Agreement. New cardholders will be provided with a copy of the Purchasing Card policy and must attend training.
- e. The Finance Department shall annually review the list of current cardholders to ensure cardholder agreement forms have been received and are on file with the Finance Department. If the Finance Department finds it necessary, a refresher training class as to the use of the Purchasing Card shall be conducted
- f. The Finance Department shall notify the Purchasing Manager upon issuance of any new Purchasing Cards.

**C. LOST OR STOLEN PURCHASING CARDS**

Cardholders must immediately notify the Finance Department of any lost or stolen Purchasing Card and complete the Lost or Stolen Purchasing Card Reporting Form.

## D. TERMINATION OR TRANSFER OF CARDHOLDER

1. If the cardholder is no longer employed by the City, the Department Director is responsible to ensure the Purchasing Card is returned to the Finance Department for cancellation (The Human Resources Department provides notification to the Finance Department upon any employee separation from the City). This notification is utilized to ensure that the Purchasing Card is immediately cancelled.
2. If a department is unable to collect the Purchasing Card when an employee leaves employment with the City, the Department Director must immediately notify the Finance Department.
3. If a cardholder transfers to a new department, the cardholder is responsible to inform the Finance Department of the transfer. The cardholder is responsible for verifying with the new Department Director if they are to retain the card within the new department. If they are not to retain the card, the cardholder is responsible to return the card to the Finance Department for cancellation.

## E. PURCHASING CARD INVENTORY

The Finance Department and Purchasing Manager shall maintain a list of Purchasing Cards issued to all City employees.

## F. USE OF PURCHASING CARDS

1. The Purchasing Card may only be used by the employee whose name is embossed on the card. No other person is authorized to use the Purchasing Card (in person, online or by phone).
2. The Purchasing Card is to be used for City of Panama City Beach authorized purchases only. The Purchasing Card shall not be used for any personal transaction.
3. The Purchasing Card should not be used on City Corporate Accounts. (See List of Accounts)
4. Spending Limitations
  - a. The maximum limit/transaction for certain cardholders shall be up to \$10,000 for a single purchase as determined by the Department Director and approved by the Finance Director. A majority of cardholders will have a single transaction limit up to \$3,500.00.
  - b. Department Directors will have a monthly dollar limit which shall not exceed \$10,000. Monthly limit changes may only be authorized by the City Manager through the Finance Director.
5. Payment for purchases shall **not** be divided to circumvent the single purchase limit.
6. International purchases are strictly prohibited.
7. Cash advances **may not** be obtained using the Purchasing Card.

8. All Florida Purchasing Card purchases are exempt from sales tax (See tax-exempt number). However, other states may not recognize the City's tax-exempt certificate.

To the extent possible, the Cardholder shall not store their Purchasing Card account number and expiration date in a web browser or with any Vendor website unless the site utilizes multi factor authentication.

9. All IT related requisitions including software, hardware, multi-purpose copiers, and software as a solution must have the IT Director, or designee review and approval before a purchase is made.

## **G. TAX EXEMPT NUMBER**

The City's tax-exempt ID number shall be given to all Vendors to avoid payment of state and local use tax. **The use of the City's tax-exempt ID number for personal use is strictly prohibited.** Any employee who uses the City's tax-exempt ID number for personal use shall receive disciplinary action which may include immediate termination of employment. Additionally, Section. 212.085, F.S. states that in addition to being liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, such person shall be liable for fine, and punishment as provided by law for a conviction of a felony of the third degree, as provided in s. 775.082, s. 775.083, or s. 775.084, F.S.

## **H. PURCHASES**

1. The cardholder must obtain the customer copy of the charge receipt. These documents are considered public records, and every Purchasing Card user has a duty to collect, safeguard, and maintain these records.
2. The approved charge receipts shall be signed and uploaded in SharePoint OneDrive. These receipts will be attached to the monthly statement.
3. The signed monthly statement with signed receipts shall be forwarded via scan and upload to Finance by the 15<sup>th</sup> of each month.

## **I. DISPUTED CHARGES**

In the event there are disputed charges, an Unauthorized or Disputed Charges Form shall be completed and forwarded to the Finance Department immediately.

## **J. RETURNS**

In the event of returns, the cardholder must ensure credit slip or receipt has been received. The cardholder must forward via scan and upload required documentation (credit slip or receipt) to Finance Department with the statement.

If a credit slip or receipt was not obtained, the employee shall forward written documentation explaining the return and the reason a credit slip or receipt was not received.

## **K. REVIEW**

1. The Department Director or Supervisor shall review each individual expenditure report within their department to ensure:
  - a. The goods and services obtained were necessary and appropriate;
  - b. The public purpose for the expenditure is sufficiently documented;
  - c. The date the goods or services were received is sufficiently documented and;
  - d. An itemized receipt/invoice is provided.
2. The Finance Director or designee shall have authority to proceed with payment of the monthly Purchasing Card expenses to ensure late fees do not occur.

## **L. DISCIPLINARY ACTION - (SEE RESTRICTION OF USE GUIDELINES, SUBPART O)**

1. Unauthorized purchases shall be reported to the Department Director, Finance Director and the Purchasing Manager.
2. When purchases are found to be unauthorized, the cardholder must provide a credit receipt proving the item(s) were returned for credit or the cardholder shall reimburse the City within thirty (30) days by submitting a personal check for the full amount of the purchase. Checks shall be sent to the Finance Department with an explanation and account number. Failure to reimburse the City within the above time period shall be authorization for deduction of the full amount of the purchase from compensation paid by the City.
3. Failure to comply with the policies and procedures herein may result in:
  - a. Revocation of Purchasing Cards from individual cardholders for a time period of one (1) year by the City Manager.
  - b. Disciplinary action, up to and including termination of employment.

## **M. EMERGENCY USE**

In the event of an emergency, as defined by the Emergency Purchase section of this manual, the City Manager may waive certain spending limit requirements for the Purchasing Card. The City Manager shall inform the Finance Department in writing of any employee who has their Purchasing Card requirements waived and the duration of such waiver. The Council shall acknowledge and confirm the emergency or the waiver of requirements/limits at the next City Council meeting.

Under such circumstances:

1. Cardholder must provide City Manager approval to the Finance Department as soon as possible outlining the reasons for the per item and/or monthly purchase spending limit being temporarily lifted or increased as determined necessary during the emergency.
2. The Finance Director, Purchasing Manager and City Manager may have their

card limits increased as determined necessary during an emergency.

## **N. TRAVEL**

Purchasing Cards may be used for pre-approved travel expenses, which shall include:

- a. Seminar or conference registrations
- b. Hotel/motel reservations and payments.
- c. Flight reservations.
- d. Flight travel payment.
- e. Rental car use, taxi, shuttle and ride-share services.

**Note (1): All travel expenses/reservations must comply with Section 112.061, F.S. and are subject to review and disciplinary action.**

**Note (2): All travel over \$100.00 must be approved by the Department Director prior to making arrangements. All travel vouchers will be audited to confirm travel was approved prior to Purchasing Card transaction date. Failure to adhere to pre-approval requirements may result in suspension of card privileges or discipline up to and including termination.**

## **O. RESTRICTION OF USE GUIDELINES**

The following shall be used as a guideline for all cardholders to identify the types of violations and resulting penalties. In the event of a violation, the Finance Department shall notify the Purchasing Manager and the affected department director of any such violation. In addition, disciplinary action may be taken in accordance with guidelines set forth in the Personnel Policies.

**Note: This is a guideline. Repeat violations by the same cardholder may result in greater restrictions and/or disciplinary action.**

The Finance Department may recommend deviation from penalty guidelines in any situation where an employee can show he or she immediately corrected a mistake or has reasonable documentation proving a diligent effort is being made to correct a mistake made by the vendor or the employee.

### **1. Use of a Purchasing Card to pay for a personal expense**

Permanent revocation of the Purchasing Card and disciplinary action up to and including termination of employment.

\*Termination of employment is subject to Civil Service Guidelines\*

### **2. Allowing sales tax to be charged (unless vendor does not honor Florida sales tax exemption)**

1 <sup>st</sup> Offense	Written Reminder
2 <sup>nd</sup> Offense (within 12 months)	60-day Suspension of Card
3 <sup>rd</sup> Offense (within 12 months)	1 Year Suspension of Card



**3. Failure to comply with the expenditure report requirements (missing itemized detailed receipts/invoices, delayed submission)**

1st Offense	Written Reminder
2nd Offense (within 12 months)	30-day Suspension of Card
3rd Offense (within 12 months)	1 Year Suspension of Card

**4. Exceeding the \$3,500.00/\$10,000.00 single purchase price limit or (splitting an order)**

1st Offense	Written Reminder
2nd Offense (within 12 months)	60-day Suspension of Card
3rd Offense (within 12 months)	1 Year Suspension of Card

**Note: If the charge is not corrected within 2 weeks, the cardholder's privileges will be suspended for 30 days. Repeat violations of this nature may result in action up to and including permanent suspension of Purchasing Card privileges.**

1. Additional Training - The Finance Department may (at its discretion) require or recommend a City employee to attend a refresher Purchasing Card training session if the employee makes repeated errors/violations within a 12-month period.



# PURCHASE ORDER REQUISITION

Date: \_\_\_\_\_ Dept: \_\_\_\_\_

Vendor No: \_\_\_\_\_ GL Acct: \_\_\_\_\_

*\*\* If no Vendor No is on file, or this is a New Vendor - attach a completed Vendor Package.*

Vendor: \_\_\_\_\_

Vendor Phone/Email: \_\_\_\_\_

Item Description	Quantity	Unit Price	Total Price
<b>Estimated Total Cost (should include shipping &amp; handling)</b>			

\_\_\_\_\_

**Requestor**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Department Approval**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Purchasing Approval**

\_\_\_\_\_

**Date**

# City of Panama City Beach

## Request for Quote



Requesting Department: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Date Vendor Notified: \_\_\_\_\_

**Deadline to submit quote:** \_\_\_\_\_

### Summary

The City of Panama City Beach is seeking quotes for the following items:

The City of Panama City Beach is a tax exempt entity and our certificate can be provided upon request.

ITEM NAME	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

**SUBTOTAL** \$0.00

\* Additional costs \_\_\_\_\_

\* Shipping \_\_\_\_\_

\* Estimated delivery time \_\_\_\_\_

**TOTAL QUOTE** \$0.00



**CITY OF PANAMA CITY BEACH  
 MASTER APPROVAL FORM  
 FOR COMPETITIVE PROCUREMENT**

DATE \_\_\_\_\_

PROCUREMENT METHOD (RFP, RFQ or ITB) \_\_\_\_\_

POSTING PERIOD (21 OR MORE DAYS) \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PURCHASE FOR  Single/One Time Purchase  Agreement for Bulk Goods  Services  Construction

PRE BID CONFERENCE  Mandatory  Optional  Not Required

DEPARTMENT(S) \_\_\_\_\_  
 \_\_\_\_\_

% OF ALLOCATION \_\_\_\_\_

LAST 4 DIGITS OF GL CODE(S) \_\_\_\_\_  
 \_\_\_\_\_

DESCRIPTION OR COMMODITY CODE \_\_\_\_\_

ESTIMATED COSTS \_\_\_\_\_

Intended Type of Award  Single Vendor Contract  Multiple Vendor Contracts  Construction - Complete Checklist

Website for PPI Verification - To be used for verification of escalation clause - bulk good purchases \_\_\_\_\_

COOPERATIVE PURCHASE/PIGGYBACK? (State, FSA, Others)  YES  NO  N/A Purchasing Use - Contract Period Validation:

*If yes, provide contract/reference number* \_\_\_\_\_

Budget Available?  YES  NO  N/A

*If no, has a budget transfer been requested?*  YES  NO  N/A

Director Signature \_\_\_\_\_ DATE \_\_\_\_\_

Budget Analyst Signature \_\_\_\_\_ DATE \_\_\_\_\_

Purchasing Manager Signature \_\_\_\_\_ DATE \_\_\_\_\_

Finance Director Signature (Required for Piggyback Review) \_\_\_\_\_ DATE \_\_\_\_\_

Purchasing Documents/Backup Location:



CITY OF PANAMA CITY BEACH  
MINIMUM QUOTE CERTIFICATION FORM

DATE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

ITEM(S) REQUESTED \_\_\_\_\_

\_\_\_\_\_

RECOMMENDED VENDOR \_\_\_\_\_

JUSTIFICATION

VENDOR 1 \_\_\_\_\_

*Date(s) of Quote Request(s)* \_\_\_\_\_

Quote Amount: \_\_\_\_\_

VENDOR 2 \_\_\_\_\_

*Date(s) of Quote Request(s)* \_\_\_\_\_

Quote Amount: \_\_\_\_\_

VENDOR 3 \_\_\_\_\_

*Date(s) of Quote Request(s)* \_\_\_\_\_

Quote Amount: \_\_\_\_\_

*Department Manager/Director Signature* \_\_\_\_\_ *DATE* \_\_\_\_\_

*Purchasing Manager Signature* \_\_\_\_\_ *DATE* \_\_\_\_\_



CITY OF PANAMA CITY BEACH  
REQUEST TO WAIVE THREE QUOTE REQUIREMENT

DATE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

ITEM(S) REQUESTED \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RECOMMENDED VENDOR \_\_\_\_\_

*Date(s) of Quote Request(s) - if obtained from recommended vendor* \_\_\_\_\_

Quote Amount: \_\_\_\_\_

Explain why the request to waive the three (3) quote minimum requirement is being submitted:

*Department Manager/Director Signature* \_\_\_\_\_ *DATE* \_\_\_\_\_

*Purchasing Manager Signature* \_\_\_\_\_ *DATE* \_\_\_\_\_

*City Manager Signature* \_\_\_\_\_ *DATE* \_\_\_\_\_



**CITY OF PANAMA CITY BEACH  
SOLE SOURCE JUSTIFICATION FORM\***

*\*Only applicable to the City's operation and maintenance of potable water, stormwater, reclaim water or wastewater utility or combination of those utilities.*

Complete this form for general equipment and service requisitions with a value greater than **\$25,000** where competition may be restricted. **Purchases over \$50,000 are not eligible for sole source purchases per City Charter.** Completing this form does not guarantee that the proposed vendor will be selected. The Procurement Department may require additional information.

<b>PROJECT NAME</b>			
<b>REQUESTING DEPARTMENT</b>			
<b>BUDGET INFORMATION/GL CODE</b>			
<b>VENDOR NAME</b>		<b>COST</b>	

**SECTION I. - EXPLANATION OF SOLE SOURCE**

Select one or more of the following statements (check box) to support why the requisition attached should be a single or sole source purchase. <b>ANY selection requires explanation in the additional space provided.</b>	<input type="checkbox"/>	Items sold through manufacturer only; no other comparable unit available.
	<input type="checkbox"/>	Available only from the same source of original equipment.
	<input type="checkbox"/>	Vendor is the sole distributor that is restricted by the manufacturer to our territory. Verification from manufacturer is attached.
	<input type="checkbox"/>	Upgrade of existing software. Available only from the producer of this software who sells on a direct basis only.
	<input type="checkbox"/>	Repair/Maintenance services require expertise in operations on unit. Necessary part unavailable from any source except original equipment manufacturer or their designated servicing dealer.

**Explanation of Section I is required for ANY selection statement.** Information might include research performed or subject matter expertise detailed to justify the use of this particular vendor and their products. This must clearly indicate why the proposed vendor is the **ONLY** vendor that will meet the requirements.

**SECTION II. - ESTABLISHMENT OF THE NON-COMPETITIVE PRICE** (*Justification of Fair and Reasonable Pricing*)

Select one or more of the following statements (check box) to support why the accepted non-competitive price was fair and reasonable. <b>ANY selection requires explanation in the additional space provided.</b>	<input type="checkbox"/>	The price was obtained from a catalog or standard price list for items sold to the general public in substantial quantities (Catalog or price list must be provided or be in the file).
	<input type="checkbox"/>	The quoted prices are lower than prices available to the general public and reflect substantial savings. Must state dollars or percentage of savings here:
	<input type="checkbox"/>	The quotes prices compare favorably to market prices, or to previous prices obtained and found to be fair and reasonable, which were paid for the same and/or similar items on PO #:
	<input type="checkbox"/>	The vendor has certified that the prices offered are equal to or lower than those offered to any government agency, or institution of higher education, for both like items/services and quantities.
	<input type="checkbox"/>	Other

**Explanation of Section II is required for ANY selection statement.** Information provided might include a catalog price page, quotes for similar products or services, or other comparison information gathered to justify non-competitive price. *Please attach any additional justification that would support the explanation.*

**SECTION III. - DEPARTMENTAL APPROVAL AND CERTIFICATION**

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this requisition as a single or sole source purchase, and that the non-competitive price is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

<b>Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>Department Head Approval:</b>		<b>Date:</b>



**CITY OF PANAMA CITY BEACH  
SOLE SOURCE JUSTIFICATION FORM\***

*\*Only applicable to the City's operation and maintenance of potable water, stormwater, reclaim water or wastewater utility or combination of those utilities.*

**SECTION IV. - TO BE COMPLETED BY THE FINANCE DEPARTMENT**

- Justification appears appropriate
- Justification appears inappropriate
- Explanation attached and added to file

***Purchasing Manager Signature***

\_\_\_\_\_

***DATE*** \_\_\_\_\_

***Finance Director Signature***

\_\_\_\_\_

***DATE*** \_\_\_\_\_

***City Manager Signature***

\_\_\_\_\_

***DATE*** \_\_\_\_\_





CITY OF PANAMA CITY BEACH
EMERGENCY PROCUREMENT JUSTIFICATION FORM

Emergency purchases are not permitted except when clearly and thoroughly justified.

Form with fields: REQUESTING DEPARTMENT, BUDGET INFORMATION/GL CODE, VENDOR NAME, VENDOR ADDRESS, VENDOR CONTACT EMAIL, COST, PHONE.

Description of requested items or services and their purpose(s):

Two horizontal lines for text entry.

Reason(s) for requesting an emergency purchase:

Table with 2 columns: Select one or more of the following statements (checkbox), and five rows of justification options.

Below, please provide the basis for the determination of this emergency purchase and/or selection of the particular vendor. Be specific with regard to specifications.

Five horizontal lines for text entry.

I certify that to the best of my knowledge I have investigated and found that the above justification is accurate and request approval for the procurement of the above requested items or services.

Approval fields: Name, Signature, Date, Department Head Approval, Date.

SECTION IV. - TO BE COMPLETED BY THE FINANCE DEPARTMENT

- Approved (checkbox)
Denied (checkbox)

Reason for Denial:

Signature and Date lines for Budget Authorization, Finance Director, and City Manager.



**CITY OF PANAMA CITY BEACH  
VENDOR DEMONSTRATION FORM**

**DATE AND DURATION**

---

**VENDOR**

---

**DEMONSTRATION AND/OR PRODUCT  
DISPLAY**

---

---

---

**DEPARTMENT/LOCATION**

---

The above named company, herein referred to as the "vendor" is authorized to conduct a demonstration and/or product display of materials as herein described for authorized personnel of the City of Panama City Beach, hereinafter referred to as the "City".

**Terms and Conditions**

1. Vendor demonstrations and product displays are conducted for the sole purpose of demonstrating the capability of a particular item(s), and not for fulfilling any contract requirements for an interim time frame. The examination and demonstration of item(s) or services(s) will in no way, expressed or implied, obligate the City to purchase, rent, or otherwise acquire the item(s) or services(s) demonstrated.
2. The City will exercise due care in handling item(s) on demonstration. The City assumes no cost or obligation, expressed or implied, for damage, destruction of, or loss of such equipment, or for damage or injuries resulting from the submission of the City of defective item(s) for demonstration.
3. The vendor will not file any claim against the City or otherwise seek compensation for any information or services provided.
4. The vendor agrees that the demonstration will not be used by the vendor to imply or suggest that the City endorses its products.
5. The City is not bound or obligated to follow any recommendations of the vendor. The City is not bound, nor is it obligated, in any way, to give any special consideration to the vendor on future procurements.
6. The City, by allowing this demonstration, does not agree to purchase now or any any time in the future, the products sold by this vendor.

<b>VENDOR - Print or Type Name of Company:</b>	<hr/>
<b>REPRESENTATIVE - Print and Sign:</b>	<hr/>

<b>DEPT. REPRESENTATIVE - Print and Sign:</b>	<hr/>
<b>DEPT. HEAD REVIEW - Sign and Date:</b>	<hr/>

*Department shall maintain Vendor Demonstration Forms and provide electronic copies to the Purchasing Department.*



City of Panama City Beach  
 17007 PCB Parkway  
 Panama City Beach, FL 32413  
 850-233-5100

For office use only: Vendor # _____ <input type="checkbox"/> W9 received: <input type="checkbox"/> E-Verify received: <input type="checkbox"/> Scanned:
---

**Vendor Contact Information**

**Business Information**

Legal Business Name: \_\_\_\_\_

D/B/A Name: \_\_\_\_\_

Business Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_ State ID #: \_\_\_\_\_

Business Type: \_\_\_\_\_ Email: \_\_\_\_\_

Contact name: \_\_\_\_\_ Contact #: \_\_\_\_\_

***Submission of a completed W9 and E-Verify form qualifies as an Approved Vendor***

**Accounts Receivable Contact**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address to Receive Payment Link: \_\_\_\_\_  
 (To prevent fraud, the City is no longer issuing paper checks - American Express will send a link to complete banking information for ACH or V-Card Payments)

**Addresses**

Business Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Attention Name: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

**To ensure prompt payment please submit invoices to one of the following addresses:**

Mailing Address:  
 City of Panama City Beach  
 Accounts Payable  
 17007 Panama City Beach Pkwy  
 Panama City Beach, FL 32413

Email Address:  
[AP@pcbfl.gov](mailto:AP@pcbfl.gov)

**CITY OF PANAMA CITY BEACH**  
**VENDOR/CONTRACTOR E-VERIFY**  
**ELIGIBILITY FORM**

**PER FLORIDA STATUTE 448.095, VENDORS, CONTRACTORS AND SUBCONTRACTORS 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 AND/OR TO BE AN APPROVED VENDOR WITH THE CITY. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

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

1. The Vendor/Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Vendor/Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Vendor/Contractor 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 Vendor/Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Vendor/Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Vendor/Contractor stating all employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration.
6. The City may terminate this Contract on the good faith belief that the Vendor/Contractor 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 Vendor/Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Vendor/Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_

\_\_\_\_\_  
Title

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Name of Entity/Corporation

The foregoing 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 corporation/entity), personally known \_\_\_\_\_, 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

**Vendor Affidavit Regarding the Use of Coercion for Labor and Services**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the City of Panama City Beach, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

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

\_\_\_\_\_  
Signature of Authorized Representative

# Request for Taxpayer Identification Number and Certification

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

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

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

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	<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>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<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).

## What's New

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

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

## Purpose of Form

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

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

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

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

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

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

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

## What Is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

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

### Line 3a

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

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

### Line 3b

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

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

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

### Line 4 Exemptions

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

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

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



- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <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 Information, 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) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <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 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
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

<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.)

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](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 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.

Go to [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 territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



## Consumer's Certificate of Exemption

DR-14  
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8012646470C-9	05/31/2022	05/31/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF PANAMA CITY BEACH  
17007 PANAMA CITY BEACH PKWY  
PANAMA CITY BEACH FL 32413-5225

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.