



City of
Panama City Beach

Council Chambers |
17007 Panama City Beach Pkwy |
Panama City Beach, FL 32413

**CITY COUNCIL
REGULAR MEETING AGENDA
THURSDAY, AUGUST 22, 2024
9:00 AM**

- A. CALL TO ORDER AND ROLL CALL**
- B. INVOCATION BY PASTOR RAMON DUVALL FROM THE BEACHSIDE FELLOWSHIP CHURCH**
- C. PLEDGE OF ALLEGIANCE LED BY MAYOR STUART TETTEMER**
- D. COMMUNITY ANNOUNCEMENTS**
 - D.1 Community Announcements
[Item Memo](#)
[08.22.2024.Community Announcements.pdf](#)
- E. APPROVAL OF MINUTES**
 - E.1 August 6, 2024 Budget Workshop Meeting Minutes
[Item Memo](#)
[Placeholder.pdf](#)
 - E.2 August 8, 2024 Regular Meeting Minutes
[Item Memo](#)
[08.08.2024.Council Meeting Minutes.draft.pdf](#)
- F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS**
- G. PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)**
- H. CONSENT AGENDA**
 - H.1 **RESOLUTION NO. 24-168, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AMENDMENTS TO THE CITY’S PROCUREMENT MANUAL.**
[Item Memo](#)
[Res 26-168.Amending Procurement Manual.pdf](#)
[FINAL Procurement Manual Aug 22 2024.pdf](#)
[Procurement Manual Redline Tracking Aug 2024.pdf](#)
 - H.2 **RESOLUTION NO. 24-169, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE CLUB CAR CARRYALL 1700 FOR THE FIRE RESCUE DEPARTMENT FROM JEFFREY-ALLEN, INC. IN THE TOTAL AMOUNT OF \$27,617.40; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT GOVERNING THAT PURCHASE.**

Item Memo
Res 26-169.Jeffrey Allen.Purchase Club Car.Fire Department.pdf
Exh A.PCB Fire Rescue-AMB-STC Price Quote Form Carryall 1700 Gas 07.31.24.pdf
Exhib B.Jeffrey-Allen.25101900-21.Contract.pdf
Contract Renewal.PDF

H.3

RESOLUTION NO. 24-170, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE 2024 CHEVROLET SILVERADO 1500 CREW CAB 4X4 FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. D/B/A ALAN JAY FLEET SALES FOR THE PARKS AND RECREATION DEPARTMENT IN THE TOTAL AMOUNT OF \$50,121.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF TALLAHASSEE CONTRACT GOVERNING THAT PURCHASE.

Item Memo
Res 26-170.Alan Jay Automotive.Purchase Chevy Silverado.Parks Rec.pdf
2024 4WD Silverado Truck Quote and Contract Pricing.pdf
City of Tallahassee Alan Jay Agreement No.5179.pdf

I. REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

- I.1 **ORDINANCE NO. 1650, AMENDING SECTION 7-12 OF THE CITY'S CODE OF ORDINANCES RELATED TO FAILURE TO OBSERVE THE BEACH SAFETY FLAG WARNING SYSTEM, SECOND READING / PUBLIC HEARING.**

Item Memo
Ord 1650 Second Reading. pdf
Affidavit Notice 1650 2nd Reading.pdf

- I.2 **ORDINANCE NO. 1651, AMENDING SECTION 7-3 OF THE CITY'S CHARTER RELATED TO THE CONDUCT OF MUNICIPAL ELECTIONS, PROPOSING A CHANGE FROM APRIL TO NOVEMBER FOR CITY ELECTIONS, FIRST READING / PUBLIC HEARING.**

Item Memo
Ord. 1651.Election Date Updated.pdf
Ord 1651. Elections Business Impact Estimate.pdf

- I.3 **RESOLUTION NO. 24-171, MODIFYING CITY COUNCIL PROCEDURES.**

Item Memo
Res 24-171.City Council Procedures.08.15.2024.pdf
Exh A.2024 Council Procedures.08.15.2024.pdf

I.4

RESOLUTION NO. 24-172, APPROVING THE PURCHASE OF A TORO FIELD PRO 6040 WITH LASER GRADER PACKAGE FROM JERRY PATE TURF & IRRIGATION, INC., AND AUTHORIZING A BUDGET AMENDMENT.

Item Memo
Res 24-172.Jerry Pate.Toro Purchase.BA40.pdf
Exhibit A Laser Grader Quote.pdf
Exhibit B Signed Contract 031121.pdf
Exhibit C FY 2024 BA #40.pdf

- I.5 **RESOLUTION NO. 24-173, AMENDING VACATION RENTAL CERTIFICATE AND INSPECTION FEES.**

Item Memo
Res 24-173.Amending Vacation Rental Certif and Inspection Fees.pdf
Exhibit A Planning Fee Schedule - Vacation Rentals .pdf

I.6 ***DISCUSSION / ACTION ITEM, FRONT BEACH ROAD.**

Item Memo
FBR CRA Council Presenation.Auxillary Lane Use.Parking Options.Seg 4.3.08.15.24.pdf

J. CITY MANAGER REPORT

K. CITY ATTORNEY REPORT

L. COUNCIL COMMENTS

M. ADJOURN

* AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY** , JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH AN ASTERICK.

** AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE LAW ENFORCEMENT TRUST BOARD** , JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH TWO ASTERICKS.

PAUL CASTO	X	PAUL CASTO	X
MARY COBURN	X	MARY COBURN	X
MICHAEL JARMAN	X	MICHAEL JARMAN	X
ETHAN REGISTER	X	ETHAN REGISTER	X
STUART TETTEMER	X	STUART TETTEMER	X
I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.		I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.	

/s/ City Clerk	Date	/s/ City Clerk	Date
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The Agenda Packet is posted on the City's website at WWW.PCBFL.GOV by close of business on the Friday before the meeting. City Council meetings are live streamed on the City's website WWW.PCBFL.GOV and City Facebook page "PANAMA CITY BEACH-GOVERNMENT". One or more members of other City Boards may appear and speak at this meeting. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and for this purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (2020).



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

August 22, 2024

3. REQUESTED MOTION/ACTION:

Report community events / announcements within the City of PCB.

4. AGENDA:

COMMUNITY ANNOUNCEMENTS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

N/A

N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Report community events / announcements within the City of PCB.

[08.22.2024.Community Announcements.pdf](#)



City of

Panama City Beach

17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

Community Announcements
for the
August 22, 2024
City Council Regular Meeting

Date	Event	Location
September 2	Labor Day – City Offices are closed	
September 6-8	World Sports League Softball World Series	Frank Brown Park
September 12 6:00 PM	Next City Council Meeting	City Hall
September 13-15	World Sports League Softball World Series	Frank Brown Park
September 20-22	Project Dance	Aaron Bessant Park
September 21-22	USFA Fastpitch Tournament	Frank Brown Park
September 21-22	World Sports League Softball World Series	Frank Brown Park



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

August 22, 2024

3. REQUESTED MOTION/ACTION:

Review and approve August 6 Budget Workshop Meeting minutes

4. AGENDA:

APPROVAL OF MINUTES

***5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:***

Detailed Budget Amendment Attached:

6. IDENTIFY STRATEGIC PRIORITY:

***7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?***

Per the City Charter and Florida Statutes, the City Clerk shall prepare meeting minutes for each City Council meeting.

[Placeholder.pdf](#)

To be inserted.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

August 22, 2024

3. REQUESTED MOTION/ACTION:

Review and approve City Council's August 8, 2024 regular meeting minutes.

4. AGENDA:

APPROVAL OF MINUTES

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

Per the City Charter and Florida Statutes, the City Clerk shall prepare meeting minutes for each City Council meeting.

[08.08.2024.Council Meeting Minutes.draft.pdf](#)



City of Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbfl.gov

MINUTES of the **August 8, 2024** Special Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

Mayor Stuart Tettemer called the August 8, 2024 special meeting to order at 5:00 p.m.

ROLL CALL

COUNCILMAN PAUL CASTO
COUNCILMEMBER MARY COBURN
COUNCILMAN ETHAN REGISTER
VICE MAYOR MICHAEL JARMAN
MAYOR STUART TETTEMER

A quorum was present with all five members of City Council. Others present were City Manager Drew Whitman, Assistant City Manager Holly White, City Attorney Cole Davis, City Clerk Lynne Fasone, Directors, staff, and members of the public and press.

INVOCATION AND PLEDGE OF ALLEGIANCE

Councilman Paul Casto led the invocation and the Pledge of Allegiance.

COMMUNITY ANNOUNCEMENTS

Mayor Tettemer presented community announcements.

APPROVAL OF MEETING MINUTES

Mayor Tettemer called for approval of the July 25, 2024 meeting minutes. **Councilman Casto so moved. Vice Mayor Jarman seconded the motion. The July 25, 2024 meeting minutes were unanimously approved by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

APPROVAL OF AGENDA

Mayor Tettemer called for approval and/or deletions to the agenda. **Attorney Davis recommended removing Item 3, first reading of Ordinance No. 1652, from tonight's regular agenda,** as it needed to be a little more baked. Mayor Tettemer called for additional changes from Council. Hearing and seeing none, **Vice Mayor Jarman moved to approve the agenda, as amended. Councilman Register seconded the motion. All were unanimously in favor of approval of the agenda, as amended by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

Mayor Tettemer provided instructions and then opened the floor to non-agenda business public comments, limited to three minutes each.

1. Patricia Shannon, 513 Dogwood Street, Ms. Shannon expressed concern with a family across the street from her parking in the yard, a nuisance vehicle not in use. Ms. Shannon noted that she had worked with Code Enforcement to try and get vehicle out of there, however, Code Enforcement hands were tied. Ms. Shannon explained that the vehicle does start but does not run. Ms. Shannon recommended that the Code be amended
2. Ms. Bernie, Petrel Street, Bid-A-Wee, Ms. Bernie thanked Council for putting the council meeting on YouTube and for the hearing assist headset. Mayor Tettemer thanked the IT Department.
3. Mr. Beck, Mr. Beck became agitated, commented on his rights being violated, as well as the Constitution and Bill of Rights.
4. Gerald Nance, Gulf Highlands II, Mr. Nance expressed concern that people in his neighborhood were having short-term rentals and it was becoming a problem.

Hearing and seeing no further comments, Mayor Tettemer closed that public comment period. Mayor Tettemer asked Manager Whitman to respond to the public comments.

Manager Whitman asked Mr. Nance to please get his address to him and/or Director Leonard so they could follow up with him. Manager Whitman commented with respect to Ms. Shannon's concerns regarding a nuisance vehicle, Ms. Hacker had expressed the same concerns, and he and Director Leonard were looking at putting more teeth in the Code and would possibly bring something back to Council for consideration. Manager Whitman noted the Mayor and Council should be credited for the YouTube and headsets.

Mayor Tettemer thanked Manager Whitman. Mayor Tettemer noted that the City had repeatedly tried to put Mr. Beck in contact with organizations that might help him, and Chief Morgan had talked with him about this surf rescue program.

CONSENT AGENDA

Mayor Tettemer asked Clerk Fasone to read the Consent Agenda.

REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS. These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List and authorizes disposal in any lawful manner.

Mayor Tettemer noted the Consent Agenda was available to Council. **Vice Mayor Jarman moved to approve the Consent Agenda. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of the Consent Agenda by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

REGULAR AGENDA- DISCUSSION/ACTION ITEMS

ITEM 1. ORDINANCE NO. 1649, AMENDING CHAPTER 5, ARTICLE II, RELATED TO ANIMAL CONTROL; SECOND READING, PUBLIC HEARING.

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Ordinance No. 1649 by title only and summarized the purpose of the ordinance up for second reading and public hearing. Mayor Tettemer opened the public hearing.

1. Captain Gary Wayne Beck – Mr. Beck became agitated and spoke against the passage of the ordinance.

Mayor Tettemer called for further public comment. Hearing and seeing none, Mayor Tettemer closed the public hearing. **Vice Mayor Jarman moved to approve Ordinance No. 1649. Councilman Register seconded the motion. All were unanimously in favor of approval of Ordinance No. 1649 by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

ITEM 2. ORDINANCE NO. 1651 RELATED TO THE CONDUCT OF ELECTIONS PROPOSING A CHANGE FROM APRIL TO NOVEMBER FOR CITY ELECTIONS, FIRST READING / PUBLIC HEARING.

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Ordinance No. 1651 by title only. Mr. Davis reported Council requested that staff prepare an ordinance changing the date of municipal elections from April to November to coincide with state and federal elections. Mr. Davis additionally reported that the law requires 10 days for certification of election results. Mr. Davis discussed how future November council meetings fall on the calendar. Mr. Davis asked Council members for direction on how they preferred to have new council members seated after the certification of election results.

Mayor Tettemer opened the public hearing.

1. Rex Reid – Mr. Reid spoke against Ordinance No. 1651. Mr. Reid commented that the SOE did not recommend this change, and it was all around a bad idea.

Mayor Tettemer called for further public comment. Hearing and seeing none, Mayor Tettemer closed the public hearing.

Mayor Tettemer called for comments from Council. Mayor Tettemer noted that he would like to see the Ordinance with the proposed adjustment all wrapped up as a packet. Mr. Davis noted that if Council would like to change the November meeting date, the title of the ordinance would change so he would need to bring this back to Council two more times.

Council members discussed the pros and cons of leaving the November meeting date as is or changing the November date.

Vice Mayor Jarman moved to change Ordinance 1651 to include the November meeting date change so there would not be a lame duck meeting. Councilman Register seconded the motion. The motion was approved by a (4-1) roll call vote.

Councilman Casto	Aye
Councilmember Coburn	No
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

REMOVED FROM THE AGENDA. ITEM 3. ORDINANCE NO. 1652, RELATED TO UTILITY RIGHT-OF-WAY BORING, FIRST READING / PUBLIC HEARING.

ITEM 4. RESOLUTION NO. 24-165, APPROVING A COMBINED TASK ORDER AND NOTICE TO PROCEED FOR STORMWATER WATER QUALITY INVESTIGATION RELATED TO LULLWATER LAKE BASIN.

Mayor Tettemer invited Attorney Davis to comment. Mr. Davis read Resolution No. 24-165 by title only. Mayor Tettemer invited Interim Public Works Director Kathy Younce to the podium. Director Younce discussed the scope of the work to be performed under the design task order, best management practices, and design and permitting yet to be completed.

Mayor Tettemer called for public comments. Hearing and seeing none, a brief discussion regarding grant funding, the length of the agreement, liquidated damages, weir and water sampling took place.

Mayor Tettemer noted the date in the contract needed to be updated. Further discussion regarding tasks to be performed such as vegetation removal, dredging and best management practices took place. Director Younce reported that the City did not receive the additional \$1.5 million it requested so the City would not be able to perform certain particular tasks.

Mayor Tettemer noted this item was available to Council. **Councilmember Coburn moved to approve Resolution 24-165. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Resolution No. 24-165 by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

ITEM 5. RESOLUTION NO. 24-166, APPROVING AN AGREEMENT WITH CAPITOL HILL CONSULTING GROUP, LLC FOR FEDERAL LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES.

Mayor Tettemer invited Attorney Davis to comment. Mr. Davis read Resolution No. 24-166 by title only. Mayor Tettemer invited comments from Manager Whitman.

Manager Whitman recommended approval of the resolution, authorizing the fourth year of Capitol Hill's agreement. Manager Whitman briefly discussed the City receiving approximately \$6.5 million, with Capitol Hill's help, for the water redundancy system.

Mayor Tettemer called for public comments. Hearing and seeing no comments, Mayor Tettemer noted this item was available to Council. **Councilman Register moved to approve Resolution No. 24-166. Councilman Casto seconded the motion. All were unanimously in favor of approval of Resolution 24-166 by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

***ITEM 6. RESOLUTION NO. 24-167, APPROVING AN AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR FACILITIES LOCATED IN FRONT BEACH ROAD SEGMENT 4.2.**

Mayor Tettemer invited Attorney Davis to comment. Mr. Davis read Resolution No. 24-167 by title only. Mayor Tettemer invited Mr. Passmore to the podium to comment.

Mr. Passmore reported approval of the resolution would authorize an undergrounding agreement with FP&L for Segment 4.2.

Mayor Tettemer called for comments from Council.

Vice Mayor Jarman inquired, unrelated to FPL, had the City reached out to the other utilities to make sure they were being more responsive than what the City had been subjected to. Mr. Passmore stated yes that the right-a-way team had been working with the contractors and setting the timeline which was in process now. Mr. Passmore reported that that process had been improved.

Mayor Tettemer inquired as to how the City received a \$1.2 million credit. Mr. Passmore explained how the City received a voided storm restoration credit. Further discussion regarding tariffs took place. Mayor Tettemer inquired if all the work would be performed during daylight hours, could work be performed at night, and if so, what would be the additional expensive. Mr. Passmore noted that if that was the desire of Council, he would recommend that Council approve this resolution, and he would go back and make that inquiry and get those costs. Further discussion regarding possible nighttime work took place.

Councilman Casto inquired about the length of Segment 4.2. Mr. Passmore reported about half of the 5 miles of the combined Segments 4.1 and 4.2. Councilman Casto noted he was in favor of passage of this resolution. Further discussion regarding possible nighttime work took place. Mr. Passmore recommended that the City have a little more coordinated conversations with FP&L regarding the nighttime work.

Further discussion regarding materials and the timing of the work to be part of the contract took place. Mayor Tettemer noted that the agreement referred to an Exhibit A & Exhibit B and copies were in the back of the room tonight and he would provide copies of the public would like to email him at CRA@pcbfl.gov.

Mayor Tettemer clarified that he heard that Council would like to go forward with resolution as well as direct staff to see what the costs would be for nighttime work. Councilmembers concurred. Mr. Passmore concurred and noted he would bring something back in about 30 days.

Mayor Tettemer called for public comments. Hearing and seeing no comments, Mayor Tettemer noted this item was available to Council. **Vice Mayor Jarman moved to approve Resolution No. 24-167. Councilman Register seconded the motion. All were unanimously in favor of approval of Resolution No. 24-167 by a (5-0) roll call vote.**

Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Mayor Tettemer	Aye

CITY MANAGER REPORT –Manager Whitman wished Council safe travels to the Florida League of Cities conference.

CITY ATTORNEY REPORT – Nothing further to report.

COUNCIL COMMENTS – Mayor Tettemer called for comments from Council.

Councilman Register asked everyone to be careful on the roads as school was soon back in session.

Mayor Tettemer thanked everyone for participating in the budget workshop and noted that budget highlights would be posted on the city’s website. Mayor Tettemer reminded everyone that early voting was taking place now through Saturday, with Election Day on Tuesday, August 20. Mayor Tettemer encouraged everyone to vote. Mayor Tettemer asked for God’s guidance and reminded everyone that Council’s next meeting would take place on Thursday, August 22 at 9:00 am.

With nothing further, Mayor Tettemer adjourned the meeting by unanimous consent at 5:52 pm.

READ AND APPROVED this _____ day of August, 2024.

Stuart Tettemer, Mayor
City of Panama City Beach, Florida

ATTEST:

Lynne Fasone, MMC, City Clerk

* ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Erica McKenzie, Legal

2. MEETING DATE:

August 22, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval of amendments to update the City's procurement manual.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

Staff recommends approval of revisions to update the City's procurement manual to make the manual more user-friendly. Pursuant to a pre-existing provision, City Council approval by resolution is required for any change to the procurement manual. The changes to the manual were made to remove outdated and cumbersome language, clarify certain procedures already in place, and align the manual with the City Charter. The changes are shown on the attached documentation.

Staff recommends approval.

[Res 26-168.Amending Procurement Manual.pdf](#)
[FINAL Procurement Manual Aug 22 2024.pdf](#)
[Procurement Manual Redline Tracking Aug 2024.pdf](#)

RESOLUTION NO. 24-168

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING AMENDMENTS TO THE CITY'S
PROCUREMENT MANUAL.**

BE IT RESOLVED by the City Council of the City of Panama City Beach that the amendments to the City's Procurement Manual, **attached** and incorporated herein as Exhibit A to this Resolution, are hereby approved.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of August 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

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.

Table of Contents

SECTION 1 – PURPOSE	4
SECTION 2 – DISTRIBUTION & REVISIONS	4
SECTION 3 – COMPLIANCE	4
SECTION 4 – TRAINING	5
SECTION 5 – CODE OF ETHICS	5
SECTION 6 - DEFINITIONS	7
SECTION 7 – DUTIES AND RESPONSIBILITIES	10
SECTION 8 – PURCHASING AUTHORITY, PROCUREMENT CATEGORIES AND THRESHOLDS	11
SECTION 9 – METHODS OF PROCUREMENT	14
SECTION 10 – EMERGENCY PURCHASES	17
SECTION 11 – UNAUTHORIZED PROCUREMENT	17
SECTION 12 – VENDOR POLICIES	18
SECTION 13 – COMPETITIVE PROCUREMENT	20
SECTION 14 – PUBLIC NOTICE / ADVERTISEMENTS	22
SECTION 15 – COMPETITIVE BIDDING RESPONSE PROCESS	23
SECTION 16 – IDENTICAL PROCUREMENT RESPONSES (TIE)	26
SECTION 17 – BID PROTEST	26
SECTION 18 – PUBLIC MEETINGS	27
SECTION 19 – CONE OF SILENCE	27
SECTION 20 – GRANTS OR FEDERALLY FUNDED PROJECTS	28

SECTION 21 – CONTRACTS	28
SECTION 22 – INSURANCE REQUIREMENTS	32
SECTION 23 – OWNER DIRECT PURCHASING	33
SECTION 24 – HOW TO DO BUSINESS WITH THE CITY	35
APPENDIX 1 – PURCHASING CARD POLICY	36

**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

Purchase Amount	Process Required
\$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*	GOODS ONLY REQUIRES COUNCIL APPROVAL 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	GOODS ONLY REQUIRES COUNCIL APPROVAL 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

Purchase Amount	Process Required
\$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; 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

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 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 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 code 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 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 15th 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 st Offense	Written Reminder
2 nd Offense (within 12 months)	60-day Suspension of Card
3 rd 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
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Estimated Total Cost (should include shipping & handling)			\$ 0.00

Comments:

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:		
<i>If <u>yes</u>, provide contract/reference number</i>			
Budget Available?	☐ YES	☐ NO	☐ N/A
<i>If <u>no</u>, has a budget transfer been requested?</i>	☐ 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.

PROJECT NAME			
REQUESTING DEPARTMENT			
BUDGET INFORMATION/GL CODE			
VENDOR NAME		COST	

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. <u>ANY selection requires explanation in the additional space provided.</u>	☐	Items sold through manufacturer only; no other comparable unit available.
	☐	Available only from the same source of original equipment.
	☐	Vendor is the sole distributor that is restricted by the manufacturer to our territory. Verification from manufacturer is attached.
	☐	Upgrade of existing software. Available only from the producer of this software who sells on a direct basis only.
	☐	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. <u>ANY selection requires explanation in the additional space provided.</u>	☐	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).
	☐	The quoted prices are lower than prices available to the general public and reflect substantial savings. Must state dollars or percentage of savings here:
	☐	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 #:
	☐	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.
	☐	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.

Name:	Signature:	Date:
Department Head Approval:		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.*

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.

REQUESTING DEPARTMENT

BUDGET INFORMATION/GL CODE

VENDOR NAME

COST

VENDOR ADDRESS

PHONE

VENDOR CONTACT EMAIL

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

Reason(s) for requesting an emergency purchase:

Select one or more of the following statements (check box) to support an emergency purchase request.	☐	There exists an immediate threat to public health.
	☐	There exists an immediate threat to public welfare.
	☐	There exists an immediate threat to public critical economy and efficiency.
	☐	There exists an immediate threat to public safety.
	☐	None of the above applies. - attach a detailed explanation and justification for the emergency request.

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.

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.

Name:	Signature:	Date:
Department Head Approval:		Date:

SECTION IV. - TO BE COMPLETED BY THE FINANCE DEPARTMENT

☐	Approved
☐	Denied

Reason for Denial:

Budget Authorization/Signature

DATE _____

Finance Director Signature

DATE _____

City Manager Signature

DATE _____



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.

VENDOR - Print or Type Name of Company:

REPRESENTATIVE - Print and Sign:

DEPT. REPRESENTATIVE - Print and Sign:

DEPT. HEAD REVIEW - Sign and Date:

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 # _____

☐ W9 received:

☐ E-Verify received:

☐ 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

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

Title

STATE OF _____

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 for instructions and the latest information.

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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

What's New

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

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.

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.

Table of Contents

SECTION 1 – PURPOSE	4
SECTION 2 – DISTRIBUTION & REVISIONS	4
SECTION 3 – COMPLIANCE	4
SECTION 4 – TRAINING	5
SECTION 5 – CODE OF ETHICS	5
SECTION 6 - DEFINITIONS	7
SECTION 7 – DUTIES AND RESPONSIBILITIES	10
SECTION 8 – PURCHASING AUTHORITY, PROCUREMENT CATEGORIES AND THRESHOLDS	11
SECTION 9 – METHODS OF PROCUREMENT	14
SECTION 10 – EMERGENCY PURCHASES	17
SECTION 11 – UNAUTHORIZED PROCUREMENT	17
SECTION 12 – VENDOR POLICIES	18
SECTION 13 – COMPETITIVE PROCUREMENT	20
SECTION 14 – PUBLIC NOTICE / ADVERTISEMENTS	22
SECTION 15 – COMPETITIVE BIDDING RESPONSE PROCESS	23
SECTION 16 – IDENTICAL PROCUREMENT RESPONSES (TIE).....	26
SECTION 17 – BID PROTEST	26
SECTION 18 – PUBLIC MEETINGS.....	27
SECTION 19 – CONE OF SILENCE	27
SECTION 20 – GRANTS OR FEDERALLY FUNDED PROJECTS	28

SECTION 21 – CONTRACTS 28

SECTION 22 – INSURANCE REQUIREMENTS 32

SECTION 23

SECTION 1 – PURPOSE	5
SECTION 2 – DISTRIBUTION & REVISIONS	5
SECTION 3 – APPLICATION OF MANUAL AND EXEMPTIONS	5
3.01 Responsibility.....	5
3.02 Violations of the Procurement Manual	6
3.03 Waiver of the Procurement Policies and Procedures	6
SECTION 4 – TRAINING	6
SECTION 5 – GENERAL PRINCIPLES OF LAW	6
SECTION 6 – CODE OF ETHICS	6
6.01 Ethics General	6
6.02 Employee Ethics	7
SECTION 7 – DEFINITIONS	8
SECTION 8 – DUTIES AND RESPONSIBILITIES	12
8.01 Budget Analyst.....	12
8.02 Purchasing Manager.....	12
8.03 Using Department/Department Director.....	13
8.04 Sufficient Funds.....	13
SECTION 9 – THRESHOLD AMOUNTS AND PURCHASING AUTHORITY	13
9.01 Delegation of Threshold Amounts.....	13
Table 1.....	14
SECTION 10 – PURCHASE ORDERS	14
10.01 Purchase Orders.....	14
10.02 Blanket Purchase Orders.....	15
10.03 Quotes	15
SECTION 11 – EXCLUSIONS.....	16
11.01 Exemptions.....	16
11.02 Emergency Purchases.....	18
SECTION 12 – UNAUTHORIZED PROCUREMENT	18
~~12.01 Subdividing~~	~~18~~
12.02 ~~After~~ the Fact Purchases.....	19
SECTION 13 – VENDOR POLICIES.....	19
13.01 Full and Open Competition	19
13.02 Public Entity Crime: Denial and Revocation of Rights.....	19
13.03 Drug Free Workplace.....	19

13.04 E-Verify	19
13.05 Non-Collusion Affidavit	20
SECTION 14 – METHODS OF PROCUREMENT	20
14.01 Requests for Proposals (RFP)	20
14.02 Request for Qualifications (RFQ)	20
14.03 Invitation to Bid (ITB)	21
14.04 Invitation to Quote (ITQ)	21
14.05 Sole Source	22
14.06 Cooperative Purchasing	23
SECTION 15 – PUBLIC NOTICE	25
15.01 Capital Projects \$200,000 or greater	25
SECTION 16 – COMPETITIVE BIDDING RESPONSE PROCESS	25
16.01 Response Submission	25
16.02 Issuance of Addenda	26
16.03 Opening of Responses	26
16.04 Rejecting Responses	26
16.05 Correction or Withdrawal of Responses; Cancellation of Awards	26
16.06 Evaluations of Invitations to Bid	26
16.07 Evaluation of Requests for Proposals and Requests for Qualifications	27
16.08 Response Evaluation	28
16.09 Notice of Award and Contract Negotiations	28
SECTION 17 – IDENTICAL (TIE) PROCUREMENT RESPONSES	29
SECTION 18 – PUBLIC RECORDS	29
SECTION 19 – PUBLIC MEETINGS	30
SECTION 20 – CONE OF SILENCE	30
20.01 Cone of Silence	30
20.02 Exceptions to the Cone of Silence	30
20.03 Termination of the Cone of Silence	31
SECTION 21 – GRANT OR FEDERALLY FUNDED PROJECTS	31
SECTION 22 – CONTRACTS	31
22.01 Contract Administration	31
22.02 Contract Procedure	32
22.03 Contract Definitions	32
22.04 Staff Responsibilities	33

22.05 Contract Finalization	34
SECTION 23 – BID BONDS	35
SECTION 24 – PAYMENT AND PERFORMANCE BONDS	36
SECTION 25 – INSURANCE REQUIREMENTS	36
SECTION 26 – OWNER DIRECT PURCHASE — 36 PURCHASING	33
26.01 General	36
26.02 Ordering	37
26.03 Receipts	37
26.04 Billing and Payments	37
26.05 Other Considerations	37
SECTION 27 – HOW TO DO BUSINESS WITH THE CITY	38
 APPENDIX 1 – PURCHASING CARD POLICY	 39
 EXHIBIT A – SOLE SOURCE AND EMERGENCY FORM	 45
EXHIBIT B – MINIMUM QUOTE FORM	46
 SECTION 24 – HOW TO DO BUSINESS WITH THE CITY	 35
 APPENDIX 1 – PURCHASING CARD POLICY	 36
 <u>FORMS ARE LOCATED ON SHARKBYTE OR IN THE PURCHASING FOLDER ON THE SHARED ONEDRIVE</u>	
 <u>Purchase Order Requisition</u>	
<u>Request for Quote</u>	
<u>Master Approval Form</u>	
<u>Minimum Quote Certification Form</u>	
<u>Request to Waive Three Quotes</u>	
<u>Sole Source Justification Form</u>	
<u>Emergency Purchase Form</u>	
<u>Vendor Demonstration Form</u>	
<u>New Vendor Packet</u>	

SECTION 1 – PURPOSE

~~The City Procurement Manual is intended to promote efficient and fair open competition in an effort to reduce the appearance of and opportunity for favoritism or impropriety, and to inspire public confidence that purchases and contracts are awarded equitably. The purpose and objectives of this Procurement Manual (the “Manual”) are:~~

- ~~A. To establish a consistent purchasing practice for the City.~~
- ~~B. To be fair and equitable with suppliers wishing to do business with the City.~~
- ~~C. To assure adherence to the City’s Charter, purchasing laws, regulations, and procedures.~~
- ~~D. To maximize competition for procurements.~~
- ~~E. To administer the procurement function with internal efficiency.~~
- ~~F. To procure goods and services at the lowest price, consistent with quality, performance, and delivery requirements from capable suppliers meeting the City’s needs.~~

~~This manual is to serve~~**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 ~~when required by changes in law or minor procedural changes, i.e. flow of documents, internal department procedures, etc.~~ **at the discretion of the City Manager** with the review and concurrence of the Purchasing Manager, ~~City Manager~~ and ~~the~~ City Attorney. ~~The City Manager shall have the authority to revise the operating procedures necessary to successfully implement the policy direction of the City Council. Any change in procurement policy shall be approved by a duly enacted Resolution of the City Council.~~

SECTION 3 - ~~APPLICATION OF MANUAL~~ **COMPLIANCE**

~~This manual governs all departments and all purchasing transactions made on behalf of the City. The contents of this manual supersede all previously existing purchasing policies and procedures as such may exist other than in the City’s Charter or Code of Ordinances.~~

3.01 Responsibility

- ~~A. It shall be the responsibility of the City Manager or his/her designee, in conjunction with the Purchasing Manager and Finance Director to implement and enforce the policies and procedures set forth in this manual.~~
- ~~B. It shall be the responsibility of the City Manager, Assistant City Manager, Finance~~

~~Director, Department Directors and the Purchasing Manager to exercise functional authority over the City procurement process for the purpose of implementing and enforcing these policies and procedures on a City wide basis for their role in the process.~~

~~C. It shall be the responsibility of each department director to implement and enforce these policies and procedures within their respective departments.~~

3.0201 Compliance Reviews

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

3.0302 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~~City's refusal to pay for any improperly procured goods or services. Specific disciplinary actions for violations of or failure to comply with this ~~Procedure~~Procurement Manual and the policies and procedures contained therein may include any or any combination of the following:

~~A.~~ A. Reduction of threshold authority levels;

~~B.~~ B. Revocation of procurement authority;

~~C.~~ C. Reimbursement from employee to the City for any unauthorized items purchased via a Purchase Order or Purchasing Card;

~~D.~~ D. Revocation of Purchasing Cards from individual cardholders for a time period of up to one (1) year by the City Manager.

~~E.~~ ~~Employee attending~~ E. Requirement to attend additional training conducted by the Purchasing Manager or;

~~F.~~ 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. ~~Violations~~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 ~~provided~~conducted by the Purchasing Manager.

SECTION 5 - ~~GENERAL PRINCIPLES OF LAW~~

~~The principles of law and equity, including laws relative to contracts, agency, business entities, ethics, fraud, misrepresentation or coercion, shall guide and supplement the~~

~~provisions of this manual. Contracts awarded in accordance with this manual, and procurements of the City pursuant to this manual, shall be governed by and construed under the laws of the State of Florida, the laws of the Federal Government (when applicable) and the local laws of the City of Panama City Beach, Florida.~~

~~SECTION 6~~—CODE OF ETHICS

~~6.01~~ 5.01 Ethics in Procurement

~~The City of Panama City Beach is committed to a procurement process which fosters fair and open competition, which is conducted under the highest ethical standards, and inspires the confidence of the public. Employees and elected officials are subject to State Code of Ethics and are expected to conduct themselves according to the highest level of standards by avoiding involvement in any transactions or activities that could be considered to be a conflict between personal interest and the interest of the City.~~ 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.
- ~~B.A.~~_____The City will conduct business in good faith, demanding honesty and ethical practices from all participants in the purchasing process.
- ~~C.B.~~_____The City will promote positive Respondent and contractor relationships by affording Respondent representatives courteous, fair, and ethical treatment.
- ~~D.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.

~~6.02~~ 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)~~ 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 ~~immediately~~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.

~~(b)~~B. 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.

~~(c)~~C. 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.

~~(d)~~D. 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)~~B and ~~(c)~~C shall only relate to contracts, vendors, and lobbyists related to the work of their board.

~~(e)~~E. 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 ~~mentioned~~ 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 76 - 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~~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 ~~provide~~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~~procurement solicitation for sealed competitive bids used for the ~~Procurement~~procurement of a Commodity or Services. An ~~offer~~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~~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~~procurement above a certain threshold as defined in City Charter. It is used when required specifications are clearly and completely defined. Price is the basis for 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.~~
- ~~17.~~16. **OFFER** - Any Bid, Proposal or Quotation made to the City.
- ~~18.~~17. **PROFESSIONAL SERVICES** - May include any services provided by a licensed professional in a particular field or subject.
- ~~19.~~18. **PURCHASING CARDS (P-CARDS)** - City-issued credit cards.
- ~~20.~~19. **PURCHASE ORDER** – The formal notice to a vendor to furnish the Commodity or ~~service~~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~~Commodity or ~~service~~Service, or the ~~competitive sealed~~Competitive Sealed Bid is neither practical nor advantageous. The RFP process considers both quality of the solution offered and 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~~Services purchased.
24. **RESPONSIBLE BIDDER** – A Respondent who has demonstrated the capability in all respects to perform fully the Contract requirements ~~and~~. One who has the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, integrity, and reliability ~~with~~, 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~~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 ~~Proposals~~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.

27.28. **SERVICES** – The furnishing of labor, time, or effort by a ~~Contractor~~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.

28.29. **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.

29.30. **SPECIFICATIONS** - Any description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. ~~It~~They may include a description of any requirement for inspection, testing, recycling or degradable materials content, or ~~preparing~~the preparation of a material, supply, service, construction, or equipment item for delivery.

30.31. **SUCCESSFUL BIDDER** - The lowest, Responsible and Responsive Bidder to whom the Purchasing Manager or Evaluation Committee, based on evaluation, recommends award of the Agreement.

31.32. **TIE (~~Identical Procurement~~)—When****IDENTICAL PROCUREMENT)** – The situation which results when two or more responses to a ~~Procurement~~procurement are equal with respect to price and it appears the quality and service offered by the ~~Vendors~~Respondents are otherwise comparable.

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SECTION ~~8~~7 - DUTIES AND RESONSIBILITIES

~~8.01~~ 7.01 Finance Department

- ~~___~~ A. The Finance Department has the sole authority for issuing Purchase Orders. Purchase Orders will be required for all purchases ~~over \$3,500 unless the procurement of goods or services is governed by a written contract, in an emergency situation or when an invoice is available~~ exceeding \$3,500.00.
- ~~___~~ B. The Finance Department shall issue a Purchase Order ~~number to~~ for purchases over the selected vendor 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 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.

~~8.02~~ 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, Services and shall maintain adequate records necessary to create an audit trail for purchasing transactions.
- ~~___~~ C. The Purchasing Manager ~~will~~ 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.

~~8.03~~ 7.03 Budget Analyst

The Budget Analyst shall confirm that sufficient ~~budget is~~ funds are available ~~by~~ 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~~ Commodity or ~~service~~ Service. After

~~determination~~determination of the availability of funds, the procurement as set forth in this manual may be initiated.

8

7.04 Requesting ~~department~~Department and Department Director

~~D.~~ Department Directors are responsible for ensuring that sufficient ~~budget~~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.

~~A.E.~~ The requesting department is the department initiating the procurement.

~~B.F.~~ The requesting department Director is responsible for ensuring purchases comply with this manual.

~~C.G.~~ The requesting department will follow the Procurement Manual process for solicitation of quotes where competitive bidding is not required by the Charter.

~~D.H.~~ Department Directors may establish internal operating procedures to fully implement the manual so long as such procedures are consistent with this ~~Procurement manual.~~
In the event of a conflict, the 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.

~~E.I.~~ Requesting departments will use the forms supplied by the Purchasing Manager for procuring goods and services.

~~F.J.~~ ~~Departments~~Department Directors shall monitor the Purchasing Card ~~purchases~~policies of their employees.

~~G.K.~~ 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 ~~98~~ - PURCHASING AUTHORITY, PROCUREMENT CATEGORIES AND THRESHOLDS

~~9.01~~ 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:~~

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

<u>Purchasing Manager</u> /Department Director	Procurements not exceeding ~~\$3,500~~
~~Finance Director~~	~~Procurements not exceeding \$7,500~~
<u>City Manager</u> / <u>Assistant City Manager</u>	Procurements not exceeding \$24,999
<u>City Council</u>	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.

9

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~~ 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 (all goods other than utilities) and~~

A. or \$100,000.00 (utilities goods only), shall be purchased competitively through a formal bidding process. Purchases below \$25,000.00 shall be managed in the manner specified herein, which are designed to ensure the City is receiving a fair price while balancing against the need for an efficient use of staff resources.

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 ~~procurement method for~~ procedures to govern the non-emergency ~~purchase~~ procurement of ~~good~~ goods and ~~services~~ Services by all other departments. ~~Purchase thresholds utilizing a Purchasing Card are located in Appendix 1.~~

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: 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 award agency or non-federal pass-through entity.

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TABLE 1 – UTILITY PURCHASING THRESHOLDS AND METHOD

Purchase Amount	Process Required
<u>\$0 - \$3,500</u>	<u>No quotes required.</u> <u>No PO required.</u>
~~\$0~~ <u>3,500.01</u> - \$7,500	No quotes required. Purchase Order (PO) form required to memorialize.
\$7,500.01 - ~~\$25,000~~ <u>24,999</u>	3 ~~Telephone~~ <u>Written</u> Quotes or Sole Source <u>or Emergency</u> Justification AND Purchase Order (PO) to memorialize.
\$25, <u>000.00</u> ~~-01~~ - \$50,000*	<u>GOODS ONLY</u> <u>REQUIRES COUNCIL APPROVAL</u> 3 Written Quotes on Vendor letterhead or ~~City offer form~~ <u>Master Approval Form (MAF)</u> , or Sole Source <u>or Emergency</u> Justification AND Purchase Order
\$50,000.01 - \$100,000	<u>GOODS ONLY</u> <u>REQUIRES COUNCIL APPROVAL</u> 3 Written Quotes on Vendor letterhead or ~~City offer form and~~ <u>Master Approval Form (MAF) AND</u> Purchase Order (PO)
\$100,000. ~~00~~ <u>01</u> and above	Competitive solicitation

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

Purchase Amount	Process Required
\$0 - \$3,500	No quotes required. ~~Purchase Order (No PO) form required to memorialize.~~
\$3,500.01 - \$7,500	3 ~~Telephone~~ <u>Written</u> Quotes ~~required. Quote Memo and~~ <u>AND</u> Purchase Order (PO) to memorialize.
\$7,500.01 - \$24,999.99	3 Written Quotes on Vendor letterhead ~~or~~ ~~City Offer Form~~ and Purchase Order (PO)
\$25,000.00 and above	Competitive solicitation-

SECTION ~~10 – PURCHASE ORDERS~~ 9 – METHODS OF PROCUREMENT

~~10.01~~ 9.01 Purchase Requisitions and Purchase Orders

~~A Purchase Order is required for the~~

~~Unless exempted by this Procurement Manual, each purchase of goods and services up to \$25,000 unless on the exemption or exclusion list as directed in this policy over \$3,500.00 requires a Purchase Requisition and Purchase Order. A Purchase Requisition initiates the procurement process.~~

A. ~~A Purchase Order~~ 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 will initiate and complete the Purchase Order process. The following information shall be provided with the Purchase ~~Order~~ 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

~~B. The requesting department must complete~~ If the purchase is for software, hardware, including multi-purpose copiers, and software as a service, the Purchase Requisition-

11. A Purchase Order number will must be emailed accompanied by the signature of the IT Director.

~~C. B.~~ Upon approval from the Purchasing Manager once final approval has occurred, a Purchase Order will be provided to the requesting Department.

~~10.02~~ 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~~vendors during a specified period. BPOs are designed to reduce administrative costs in accomplishing purchases by eliminating the need ~~of~~ for issuing individual written Purchase Orders.

~~A.C.~~ A Blanket Purchase Order ~~is~~shall not ~~intended~~be used to circumvent the competitive procurement process.

~~B.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.

~~C.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.

~~D.F.~~ It is the responsibility of the requesting department Director to ensure invoices and receipts are acquired and properly sent to the ~~accounting~~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.

~~E.G.~~ It is the responsibility of the requesting department ~~director~~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.

~~F.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 City Council.

~~G.I.~~ The only capital expenditures made with a Blanket Purchase Order should be ~~an~~ owner direct ~~purchase~~purchases of supplies on an already issued capital Contract. (~~Section 26~~)

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

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

Quotes from one ~~Vendor~~vendor shall not be shared with other ~~Vendors~~vendors before the ~~Procurement~~procurement process is complete. ~~For — Sunshine — Law purposes, Employees shall keep all~~ quotes ~~shall be safeguarded and kept~~ confidential

until an ~~Award~~award is made. Employees are prohibited from obtaining a revised quote in an ~~effort~~order to utilize a specific ~~Vendor~~vendor. The ~~Award~~award should go to the lowest Responsive and Responsible ~~Vendor~~vendor providing a quote.

~~B. TELEPHONE QUOTES. []~~

~~10.4 Exemptions~~

~~There are certain expenditures for which the processing of a Purchase Order or Contract is exempt but must be approved prior to purchase in accordance with the authorized individual(s) as set forth in Section 9. Signature authority shall still apply as specified in the guidelines.~~

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~~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 ~~for~~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. Interdepartmental billing such as worker's compensation premiums and other insurance premiums.~~

~~D.C.~~ Publication of notices.

~~E.D.~~ Insurance premiums.

~~F.E.~~ Reimbursable employee expenses such as conference registration, mileage and travel costs.

~~G.F.~~ Petroleum products.

~~H.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 City Council for final approval.

9.06 Sole Source Purchasing

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

J. The Purchase Value does not exceed \$50,000;

K. 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;

L. The goods are to replace a specialized, mechanical or electrical component of the utility; and

M. 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 ~~11~~10 – EMERGENCY PURCHASES

~~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.~~

An Emergency Purchase is a ~~Procurement~~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.~~

~~The City Council may authorize the City Manager to expend up to \$100,000 for emergency purposes to procure necessary supplies and services to manage emergency~~

~~circumstances which require immediate action for the protection of the health, safety or welfare of the City.~~

~~The City Manager shall exercise such present authority of only in the manner and within the limits established by the City Council and only if a special meeting of the City Council is not possible. The City Manager shall present any such expenditure at the next meeting of the City Council for a ratification, whether it be a regular or special meeting.~~ Documentation ~~for~~of Emergency Purchases ~~pertaining to the above~~ 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~~procurements that are categorized as "Emergency ~~Purchase~~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 procurement~~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 ~~12~~11 - UNAUTHORIZED PROCUREMENT

It shall be a violation of the City ~~Purchasing~~Procurement Manual for any ~~Director~~, employee or agent of the ~~Council~~City to order the purchase of any goods or ~~services~~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.

~~12.01~~ 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 ~~13~~12 - VENDOR POLICIES

~~13.01~~ 12.01 Full and Open Competition

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

~~13.02~~ 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~~department to the extent required by the debarment, suspension, or other determination of ineligibility by the State. ~~Suspension and debarment.~~

~~B.~~ ~~A.~~ 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 ~~(e)~~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.~~ ~~B.~~ 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.~~ ~~C.~~ Grounds for debarment include:-

~~(1).~~ (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).~~ (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).~~ (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).~~ (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).~~ (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).~~ (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).~~ (7). Having been disqualified or found nonresponsive, based on the _____ vendor's _____ fraud _____ or disqualification; or

~~(8).~~ (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~~Council determines to be so serious and compelling

_____ as to affect responsibility as a City vendor, including debarment by another governmental entity.

~~D~~ 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.

~~13~~ 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.

~~13~~ 12.04 Litigation and Arbitration

_____ The City shall not issue any Purchase Orders or ~~contracts~~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~~Contracts to such vendors.

~~13~~ 12.05 Dispute Resolution

_____ In the event a dispute occurs between a vendor and a ~~Department~~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~~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 in _____ section ~~17~~18. Failure of a vendor to exhaust this procedure shall bar the claim

thereafter.

13

12.06 _____ Drug-Free Workplace

Preference shall be given to ~~Vendors~~vendors with drug-free workplace programs. ~~Whenever two or more offers which are equal with respect to price, quality and service are received by the City, an offer received from a Vendor that certifies that it has implemented a drug-free workplace program shall be given preference.~~

~~13~~12.07 _____ Equal Opportunity Employment

The City is an ~~Equal Opportunity Employer~~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~~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 ~~14~~13 – COMPETITIVE PROCUREMENT

~~14~~ 13.01 _____ GENERAL

~~A.~~ 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~~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.~~ B. It will be the City's objective to consolidate for purchase and bidding all goods and services of a similar nature.

~~C.~~ C. All competitive solicitations should include the following provisions:

~~1.~~ 1. A reservation of the rights to accept or reject any and all ~~bids~~Bids, proposals, in whole

~~_____~~ or in part, to waive informalities in the solicitation documents, to obtain new ~~bids~~Bids, ~~_____~~ or to postpone the ~~bid~~Bid opening.

~~2.~~ 2. An acceptance clause granting the City a minimum of forty five (45) days in which to accept or reject the ~~bid~~Bid, during which time the tendered bid shall remain valid.

~~3.~~ 3. The number, duration and condition of any intended renewal periods.

~~4.~~ 4. An estimated time for contract award.

~~5.~~ 5. The basis for award.

~~6.~~ 6. Procedures to award when ~~tie bids~~Tie Bids are received.

~~7.~~ 7. Public Entity Crimes Statement pursuant to Section 287.133(3)(a), Florida Statutes.

~~8.~~ 8. Non-collusion affidavit.

~~9. Everify~~ 9. E-Verify affidavit.

10. Drug Free Workplace Statement

11. Conflict of Interest Statement

~~10.~~ 12. All other requirements of the solicitation or related funding ~~agreements~~Agreements.

~~D.~~ 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.~~ 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.~~ 1. Request for proposals (RFP);

~~2.~~ 2. Request for qualifications (RFQ);

~~3.~~ 3. Invitation to Bid (ITB);

~~4.~~ 4. Invitation to Quote (ITQ);

~~5.~~ 5. Sole source procurement;

~~6.~~ 6. Cooperative Purchasing (Piggybacking).

F. The solicitation document shall specify evaluation procedures.

~~14.02~~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 ~~governments~~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~~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.~~ E. The following documentation is the minimum required to use another government entity's awarded Contract.

1. Completion of a Master Approval Form

- ~~1.~~ 2. A complete copy of the original procurement;
~~2.~~ 3. A copy of award letter/memo/agenda item with minutes by the government entity to the ~~Vendor~~vendor to document award;
~~3.~~ 4. A complete copy of the ~~Vendor's~~vendor's proposal;
~~4.~~ 5. A complete copy of the current Contract with the ~~Vendor~~vendor and any amendments thereto.

~~F.F.~~ F.F. If federal funds are used (with the exception of 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.

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 ~~15-14~~ – 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 ~~webpage~~electronic bid platform noticed upon and linked to the landing page of the City's official website for 21 consecutive days ~~or~~and published ~~in a newspaper of general circulation within~~on the City once each week for three consecutive weeksBay 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.

~~1514.01~~ — 15.01 Capital Projects - \$200,000 or greater

~~Section 255.0525 Florida Statutes states that any~~Any construction project that is projected to cost \$200,000.00 or greater shall be publicly advertised at least once ~~in a newspaper of general circulation in the City~~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 ~~16-15~~ – COMPETITIVE BIDDING RESPONSE PROCESS

~~16.01~~ 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.

~~16.02~~ 15.02 Issuance of Addenda

- A. Occasionally after a Bid or a Request for Proposal ~~are~~or Qualifications is advertised,

but prior to Bid opening or submittal time, changes to the ~~specifications~~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 ~~in~~at the City's sole discretion, ~~Addenda~~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~~addendum of any material changes made in a competitive procurement process.

~~16.03~~ 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~~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 ~~are in compliance~~comply with the basic requirements of the competitive procurement. Responses are not analyzed for quality or substance at the opening.

~~16.04~~ 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 ~~they~~it may deem in the best interest of the City.

~~16.05~~ 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.

~~16.06~~ 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~~ 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~~ vendor with laws and regulations relating to the Contract;
- E. Sufficiency of the financial resources and ability of the ~~Vendor~~ 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~~ 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.

~~16.07~~ 15.07 Evaluation of Requests for ~~Qualification~~ 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~~ selection committee with all meeting information (list of personnel, date, time, location, and reason for meeting) no less than ~~96~~ 72 hours in advance of any scheduled meeting, excluding holidays and weekends.
- B. Contact with the ~~Selection Committee~~ selection committee - Members of the ~~Selection Committee~~ 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~~ selection committee

~~Committee's~~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~~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 ~~may be requested to make a formal presentation to the Selection Committee~~ prior to final ranking. ~~The Council reserves the right to request a formal presentation by all or less than all of the shortlisted Firms following final ranking.~~
- G. Final Ranking: - The ~~Selection Committee~~selection committee shall use the ordinal process ranking 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.

~~16.08~~ 15.08 Notice of Award and Contract Negotiations

- A. The City Council shall award the Contract to the ~~lowest,~~ 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. The notice of award shall be sent to all Respondents.~~
- 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 to proceed~~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 ~~17~~16 - IDENTICAL PROCUREMENT RESPONSES (TIE)

~~In cases of identical procurement responses, preference shall be given to businesses with drug-free workplace programs.~~ Whenever two or more bids which are equal with respect to

price, quality, and service are received by 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 ~~to the~~ 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 – RESERVED

SECTION 19 – 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 2019 - CONE OF SILENCE

20.01 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.

20.02 **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~~vendor by the Purchasing Manager following Bid opening to clarify the ~~Vendor's~~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.

20.03 **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 ~~21~~20 - GRANTS OR FEDERALLY FUNDED PROJECTS

~~Expenditures from funds other than general fund dollars~~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 ~~manual~~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 ~~22~~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.

~~22.01~~ — Contract Administration

~~Contract administration begins when it is determined that a Contract is either desirable or necessary. Various aspects of contract administration include negotiation between the parties, preparation of Contracts and other written documents, review and comment by various departments and public officials, proper approval and execution of Contracts, distribution and filing of Contracts, and implementation and monitoring of Contracts.~~

~~While no two contractual situations are necessarily identical and different types of Contracts or contractual situations may be treated differently, it is the purpose and intent of this policy to provide a guide to those who participate in the contractual process on behalf of the City. The contract process is designed to provide understanding of how Contracts are managed to ensure that Contracts administered by the City of Panama City Beach are both legal and in the best interest of the City. Good contract administration also minimizes duplicity of effort and provides for the proper coordination and participation of those who are necessarily involved in the contract process.~~

~~Certain legal requirements must be satisfied in order to create a legally binding Contract. The parties to an Agreement must have the legal capacity to enter into a Contract. There must be mutual assent to the terms of the Contract. Certain formal requisites to a Contract are also necessary, such as proper signing of the Agreement, which is called execution of the Contract.~~

~~Contracts which violate constitutional or statutory provision or are deemed by law to be against public policy, or which are otherwise illegal can have serious ramifications on one or more parties to the purported Contract.~~

~~The City Manager has the power and authority to enter into Contracts and bind the City by Contract only when and as authorized by law. For example, certain state laws require that public Contracts be awarded only upon competitive Bids. The duration or time period in which a Contract may be deemed to exist also depends on the type of Contract and certain other legal considerations.~~

~~22.02~~ 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.

~~22.03~~ 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~~Contract requirements (such as scope of work/services, terms, duration, or basis for price adjustment), which may include participation in ~~contract~~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~~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~~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 ~~purchasing manual~~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~~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~~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 ~~those~~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~~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~~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~~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.

~~22.04~~ 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~~Contract review process shall be repeated. Non-material revisions may be made during the ~~contract~~Contract review process. The requesting department/~~Official~~official is responsible for making necessary revisions to the Contract and acknowledging on the ~~contract~~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.

~~22.06~~—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.

~~22~~21.06—1 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.

~~22.06.2~~21.07 Contract Cost and Price

~~The~~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~~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.

~~22.07~~21.08 City Contract Provisions

~~22.07~~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, 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.

—22.07

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 ~~and any~~ facility, program, service, or activity that appears ~~in-accessible~~ **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~~ **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: Wyatt Rothwell

Address: 116 South Arnold Road, Panama City Beach, FL 32413

Phone number: (850) 233-5100, ext. 2421

FAX: (850) 233-5116

Email: wyatt.rothwell@pcbfl.gov

Email: wyatt.rothwell@pcbfl.gov

SECTION ~~23~~22 - INSURANCE REQUIREMENTS

- A. Insurance policies for ~~Procurements~~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~~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 ~~26~~23 - OWNER DIRECT PURCHASING

~~26.01~~ 23.01 General

- A. The City shall have the option to utilize ~~Sales-Tax-Recovery~~ (~~Saving~~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~~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 ~~in an effort~~ 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~~vendor's suppliers and place Purchase Orders for the purchase of the supplies needed by the awarded ~~Vendor~~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 ~~the~~any sales tax from the contract amount.

- C. The City's direct purchase option normally will be utilized only ~~in~~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.

~~26.02~~ 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~~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 to the material supplier.
- C. The Contract will be reduced by the amount of sales tax savings.

~~26.03~~ 23.03 Receipt

- ~~A.~~ 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.

~~26.04~~ 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.

~~26.05~~ 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~~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 ~~as a result~~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 ~~27~~24 - HOW TO DO BUSINESS WITH THE CITY

Each year, the City of Panama City Beach contracts with various ~~Vendors~~vendors, firms, and ~~Contractors~~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~~vendors and ~~Contractors~~contractors to respond to solicitations by submitting offers and proposals.

The City of Panama City Beach does not require any ~~Vendor~~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 and register to receive email notifications when solicitations are advertised. City solicitations are advertised on the City website and are ~~now~~also available on DemandStar. Vendors are ~~also~~encouraged to visit DemandStar at www.demandstar.com to register and receive notification of solicitations from the City of Panama City Beach.

When a ~~Vendor~~vendor is awarded a Contract with the City, the requesting department contacts the ~~Vendor~~vendor to obtain a copy of the ~~Vendor's~~vendor's completed W-9 and to register the ~~Vendor~~vendor in the financial system for invoice processing and payment. Vendors ~~may~~shall choose ACH or virtual card (vCard) for payments, as ~~this process results~~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~~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~~vendor and may be recommended for ~~Award~~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 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~~vendors accepting the Purchasing Card. This program will allow cardholders to purchase approved goods and services directly from our ~~Vendors~~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:

~~Procurement Related – Purchasing Manager, (850) 233-5100 (ext. 2332)~~

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 ~~in~~with single transaction ~~amounts~~limits from \$~~23~~,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 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 card holder 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 to verify 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 ~~\$2,499.99~~ \$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.
9. ~~The~~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 has a multi-factor authentication.
10. All IT related requisitions including software, hardware, to include 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 15th of each month.
- ~~4. All single purchases \$7,500.00 to \$10,000 will require 3 quotes.~~

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. All expenses to be authorized as follows:~~

- ~~a. For Employee purchases — Director authorization and approval is required.~~
- ~~b. For Director's purchases — City Manager and City Council authorization and approval is required for any purchase that meets or exceeds \$10,000.00.~~
- ~~c. For City Manager purchases — City Council authorization and approval is required for purchases that meet or exceed \$10,00.00.~~

~~3.2.~~ 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:

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

Note (1): All travel expenses/reservations must comply with ~~the~~ 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~~vendor or the employee.

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

Permanent ~~Revocation~~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~~vendor does not honor Florida sales tax exemption)

1 st Offense	Written Reminder
2 nd Offense (within 12 months)	60-day Suspension of Card
3 rd 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 \$~~23~~,500.00/\$~~5~~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

~~5. Use of a Purchasing Card to pay for a personal expense – corrected within 2 weeks (calendar weeks) and before receipts are submitted to finance~~

~~1st Offense~~	~~Written Reminder~~
~~2nd Offense (within 12 months)~~	~~30-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 ~~their~~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.

| _____

~~Exhibit A: Sole Source Justification~~

~~Exhibit B: Telephone Quote Form~~

~~Exhibit C:~~

~~Exhibit D:~~

~~Exhibit E:~~

~~Exhibit F:~~

~~Exhibit G:~~

~~Exhibit I:~~

Exhibit A

~~Sole Source or Emergency Justification~~



Estimated Costs:	Vendor/Contractor:
------------------	--------------------

TYPE OF PROCUREMENT: (Select one)

Sole Source: ☐

☐

Emergency Purchase: ☐

A **Sole Source** means there is only one supplier/source is capable of supplying the required goods or service.

An **Emergency Purchase** is where there is a threat to the public health, welfare and safety of the citizens which does not allow for normal competitive bidding, however, best practices of obtaining quotes are still required.

Staff are responsible for providing and certifying as accurate and complete necessary data to support their recommendation for other than full and open competition. The justification must demonstrate that only one company can perform or supply the goods for what reason.

SOLE SOURCE JUSTIFICATION GUIDELINES

- a) Only applicable to the City's operation and maintenance of potable water, stormwater, reuse water or wastewater utility or a combination of those utilities
- b) Replacement of specialized, mechanical or electrical or component of Water/Sewer Stormwater Utility.

**** IMPORTANT ****

- Statements that a supplier has the best capability or offers the lowest price are not bases for a sole source justification.
- The rationale that the recommended source is the most highly qualified to perform is not acceptable.
- Administrative delay or lack of adequate advanced planning resulting in urgency is not an acceptable reason for sole source or emergency purchase.
- All (SSJ) sole source justification documentation must be attached to all Purchase Orders.
- The letter from the Vendor stating they are the sole source provider is not acceptable.

JUSTIFICATION: (Select one)

☐	~~Exclusive to a City Standard or Existing Environment. (List the suppliers who were contacted below and the specific reasons why or why not each was or was not a viable source). If another supplier offers a similar item, provide the item description, supplier information and comparable pricing along with the reason as to why or why not this component can or cannot be used).~~ • • •
☐	~~Applies to City's potable water, stormwater, reuse water or wastewater utility. (List the area(s) which apply~~ • • •
☐	~~Meets a certain specialized, mechanical or electrical requirement. (The selected supplier is the only listed and authorized provider of this item. List the reasons why no substitute item can be used and if no similar item is available).~~ • • •
☐	~~Emergency Purchase. (The selected product or service is exempt from competitive bidding as outlined in the Procurement Manual. Describe the emergency.~~ • • •

DESCRIPTION & REASONABLENESS OF PRICE: (Provide written explanation, technical reasoning and/or evidence of the claim)

~~I certify that statements checked, and information provided above, are complete and correct to the best of my knowledge. I understand that the processing of this sole source justification precludes the use of full and open competition.~~	
DEPARTMENT SIGNATURES	
Department Employee: _____ Department: _____ (Employee requesting goods or services) Print	
Department Employee: _____ Date: _____ Signature	
Department Director Signature: _____ Date: _____	

City Manager Signature: _____ Date: _____

****The Department Director and City Manager signatures are required****

Exhibit B
MINIMUM QUOTE FORM



Department _____

Item(s) Requested _____

Recommended Vendor/Contractor _____

Please explain if the Vendor/Contractor selected is not the lowest quote.

1. Vendor/Contractor _____

• Date of Request _____

• Amount \$ _____

2. Vendor/Contractor _____

• Date of Request _____

• Amount \$ _____

3. Vendor/Contractor _____

• Date of Request _____

• Amount \$ _____

Department Manager/Director _____ Date:

Purchasing Manager — Date:



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Ray Morgan, Fire

2. MEETING DATE:

August 22, 2024

3. REQUESTED MOTION/ACTION:

Staff requests approval to purchase one 2024 Club Car Carryall 1700 with ambulance package from Jeffrey-Allen, Inc. in the total amount of \$27,617.40 for the Fire Rescue Department.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

Financial Health

N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff requests approval to purchase one Club Car Carryall 1700 UTV with ambulance package. This UTV will directly enhance the mission of public safety at special events by giving the Fire Department the ability to have two vehicles suitable to transport patients safely out of the event area. This purchase is a piggy-back of the State of Florida Department of Management Services Contract No. 25101900-21-STC.

Staff recommends approval.

[Res 26-169.Jeffrey Allen.Purchase Club Car.Fire Department.pdf](#)

[Exh A.PCB Fire Rescue-AMB-STC Price Quote Form Carryall 1700 Gas 07.31.24.pdf](#)

[Exhib B.Jeffrey-Allen.25101900-21.Contract.pdf](#)

[Contract Renewal.PDF](#)

RESOLUTION NO. 24-169

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE CLUB CAR CARRYALL 1700 FOR THE FIRE RESCUE DEPARTMENT FROM JEFFREY-ALLEN, INC. IN THE TOTAL AMOUNT OF \$27,617.40; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT GOVERNING THAT PURCHASE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Jeffrey-Allen, Inc., for the Fire Rescue Department in the total amount of Twenty- Seven Thousand Six Hundred Seventeen Dollars and Forty Cents (\$27,617.40) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.
2. By accepting the proposal referenced above, the City agrees to be bound to the same terms and conditions obtained by the State of Florida Department of Management Services through an advertised, competitive bidding process, Contract No. 25101900-21-STC, as subsequently amended, in the form **attached** as Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of August 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

Agriculture and Lawn Equipment (25101900-21-STC)								
Price Quote Form (PQF)								
Updated 9/7/2021								
Instructions								
Contractor will need to fill in the fields that are in white. Please fill in the requested information as per the requirements of the state term contract.								
Contractor will need to refer to the Product Group Discount Sheet and/or applicable price sheet on the contract website to locate the applicable Discount %.								
Please enter MSRP credits as a negative number or with parenthesis in front of the MSRP. The quantity should be a whole number. Example: \$1532 or (\$1532).								
If the Customer requests an OEM or Non-OEM Option, Part, Accessory, or Implement from a Group/Sub-Group that is different than that of the Base Equipment, the Contractor must provide the Group/Sub-Group number/letter in the OEM or Non-OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description field. Example: If the Base Equipment requested is from Group 1 Sub-Group B and the Customer is also requesting a loader which is only provided in Group 1 Sub-Group C, the Contractor should indicate "DMS 260 Loader (from Group 1 Sub-Group C)".								
Awarded Contractor Information								
Contractor Name:		Jeffrey-Allen Inc						
Street Address:		4401 US Hwy 301 N						
City, State, Zip:		Tampa, FL 33610						
Contact Person:		Kim Sverdlow		Title:		State Contract Administrator		
Original Quote Date:		7/16/2024		Revised Quote Date:		7/31/2024		
Phone #'s:		Primary: 800-282-6256 ext 7041		Secondary:		Est. Delivery: 2-3 months		
Email Address:		statecontract@jeffreyaleninc.com						
Fax #:								
Requesting Customer Information								
Agency/Eligible User Name:		Panama City Beach Fire Rescue						
Contact Person:		Terry Parris		Title:		Division Chief		
Phone #'s:		Primary: 850-866-0589		Secondary:				
Email Address:		terry.parris@pcbfl.gov						
Fax #:		N/A						
Secondary Contact for Customer (Optional)								
Contact Person:				Title:				
Phone #'s:		Primary:		Secondary:				
Email Address:								
Fax #:		N/A						
Group/Sub-Group		Group/Sub-Group Description				UNSPSC Commodity Code*	Manufacturer/Brand	
Group 16 Sub-Group B		Group:16 Golf Carts and Golf Specialty Vehicles,				25101904	Club Car	
Base Equipment Model Number	Base Equipment Description		QTY	MSRP ####,###.##	Base Equipment Discount % (see Product Group Discount Sheet)	Discount Dollar Amount Per Unit	Net Price Per Unit	Total Price
103179702	Carryall 1700, Gasoline, 20.1 hp (15.0 kW) rated @3400 rpm FH		1	\$19,287.00	10.00%	\$ 1,928.70	\$ 17,358.30	\$ 17,358.30
OEM Item Model Number	OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description		QTY	MSRP ####,###.##	OEM Discount % (see Product Group Discount Sheet)	Discount Dollar Amount Per Unit	Net Price Per Unit	Total Price
SVP344703	Engine Braking CVT Instl. 19 MPH Gas (Requires NS150065700)		1	\$680.00	10.00%	\$ 68.00	\$ 612.00	\$ 612.00
SVP392901	Ambulance Installation AWD		1	\$4,900.00	10.00%	\$ 490.00	\$ 4,410.00	\$ 4,410.00
SVP505101	Ambulance Attendant Seat Installation AWD Gray(Requires NS60		1	\$300.00	10.00%	\$ 30.00	\$ 270.00	\$ 270.00
SVP395001	Ambulance Tail Light Installation AWD (Required if vehicle has ta		1	\$260.00	10.00%	\$ 26.00	\$ 234.00	\$ 234.00
SVP286901	Hand-Carry Folding Stretcher Mounts Installation		1	\$300.00	10.00%	\$ 30.00	\$ 270.00	\$ 270.00
SVP106502	Hand-Carry Folding Stretcher(Requires SVP286901)		1	\$820.00	10.00%	\$ 82.00	\$ 738.00	\$ 738.00
103199504	Deluxe Lights: Turn Signals, Taillights, Brake Lights and Horn		1	\$419.00	10.00%	\$ 41.90	\$ 377.10	\$ 377.10
105081001	Fold Down Windshield		1	\$220.00	10.00%	\$ 22.00	\$ 198.00	\$ 198.00
						\$ -	\$ -	\$ -
SUBTOTAL: OEM Options, Parts, Accessories, and Implements CONTINUED						\$ -	\$ -	\$ -
TOTAL COST: OEM Options, Parts, Accessories, and Implements						\$ 789.90	\$ 7,109.10	\$ 7,109.10
Non-OEM Item Model Number	Non-OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description		QTY	MSRP ####,###.##	Non-OEM Discount % (see Product Group Discount Sheet)	Discount Dollar Amount Per Unit	Net Price Per Unit	Total Price
						\$ -	\$ -	\$ -
SVP19195002	KIT STRUTS CANOPY 140 AMB AWD(Does not include Canopy		1	\$800.00	10.00%	\$ 80.00	\$ 720.00	\$ 720.00
SVP19152001	KIT CANOPY EXT HRD TOP 140 BLK(Requires SVP19195002)		1	\$ 2,700.00	10.00%	\$ 270.00	\$ 2,430.00	\$ 2,430.00
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
SUBTOTAL: Non-OEM Options, Parts, Accessories, and Implements CONTINUED						\$ -	\$ -	\$ -
TOTAL COST: Non-OEM Options, Parts, Accessories, and Implements						\$ 350.00	\$ 3,150.00	\$ 3,150.00
Grand Total State Term Contract Price								\$ 27,617.40
Contractor Comments:	Carryall 1700, Gasoline, 20.0 hp (15.0 kW) rated @3400 rpm (per SAE J1349),FH680D Engine, 4 Wheel Hydraulic Disc Brakes, IntelliTrak 4-Wheel Drive System, aluminum cargo box, auto locking front and rear differential, heavy duty all terrain tires, Heavy duty capacity: 800 lb bed capacity, 1600 total payload capacity, radio/beverage holders and glove box with door, headlights, 2-inch rear receiver hitch, low oil warning light, park brake-foot operated, reduced speed reverse, dash mounted fuel/hour gauge, 12-volt dash mounted power outlet, tilt steering wheel, seatbelts, 6-point ROPS cage, park brake activation warning light, dark gray/dark green/red cowl, gray/black front and rear bench seats, with 4 seat belts							



**State Term Contract
No. 25101900-21-STC
Agriculture and Lawn Equipment**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Jeffrey-Allen, Inc.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three (3) years. The Initial Contract Term shall begin on January 1, 2021, or on the last date it is signed by all Parties, whichever is later. The Contract shall expire on December 31, 2023, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Attachment 2, Scope of Work
- b) Attachment 7, Contractor’s Submitted Product Group Discount Sheet (Attachment C) from ITB No. 20-25101900-ITB)
- c) Attachment 8, Contractor’s Submitted MSRP List
- d) Attachment 5, Preferred Pricing Affidavit
- e) Attachment 6, Contractor’s Submitted Price Sheet
- f) Attachment 1, Special Contract Conditions
- g) Attachment 3, Price Quote Form
- h) Attachment 4, Acknowledgement of Order

IV. Contract Management.

Department's Contract Manager:

Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 370.1X
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Shaveon.Nelson@dms.fl.gov

Contractor's Contract Manager:

Ben Sverdlow
Jeffrey-Allen, Inc.
4401 N US Hwy 301
Tampa, FL 33610
Telephone: (800) 282-6256 Ext. 7024
Email: statecontract@jeffreyaleninc.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

Jeffrey-Allen, Inc.

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

42FBBC9EEE347A...
[Name] Ben Sverdlow

DocuSigned by:

991459A211104A3...
Tami Pillyaw, Chief of Staff

12/23/2020 | 6:24 PM EST

Date:

12/28/2020 | 4:47 PM EST

Date:

ATTACHMENT 1
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION..... 2

SECTION 2. CONTRACT TERM AND TERMINATION 2

SECTION 3. PAYMENT AND FEES..... 3

SECTION 4. CONTRACT MANAGEMENT..... 4

SECTION 5. COMPLIANCE WITH LAWS..... 6

SECTION 6. MISCELLANEOUS..... 7

SECTION 7. LIABILITY AND INSURANCE..... 9

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL
PROPERTY..... 10

SECTION 9. DATA SECURITY..... 12

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS..... 13

SECTION 11. CONTRACT MONITORING..... 14

SECTION 12. CONTRACT AUDITS..... 15

SECTION 13. BACKGROUND SCREENING AND SECURITY..... 16

SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM..... 17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Attachment 2 Scope of Work

1. Purpose

To provide Customers with Agriculture and Lawn Equipment on a statewide basis, pursuant to the terms set forth in this Scope of Work.

2. Definitions

Accessory(ies) – A part or object used for convenience, attractiveness, safety, etc. to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Base Equipment – A Manufacturer's Base Agriculture and Lawn Equipment without the inclusion of OEM or Non-OEM Options, Parts, Accessories, and Implements. Base Equipment may be identified by a combination of the Manufacturer's name, trade name, brand name, make name, model name, model number or catalog number.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity(ies) – As defined in section 287.012 F.S. Commodities may include Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract. Commodities may also be referred to throughout as "Agriculture and Lawn Equipment".

Commodity Code – The State's numeric code for classifying Commodities which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying Commodities.

Contract – The written agreement between the Department and the Contractor.

Contractor – A Vendor that enters a Contract with the Department as a result of the ITB.

Customer – A state agency or eligible user.

Dealer – A Manufacturer's certified representative who has been authorized by the Manufacturer to market, sell, provide, and service the Commodities of the Manufacturer that are responsive to the Contract. Dealers may be Contractor-owned and -controlled (in whole or in part), or independently owned and controlled.

Department – The Department of Management Services, a State Agency.

Group – A series of Commodities with applicable Commodity Codes which are described in the Product Group Discount Sheet. A Group may or may not include Sub-Groups.

Implement(s) – A tool, utensil, or other piece of equipment, especially as used for a particular purpose or to improve Base Equipment capability which meet the requirements, specifications,

terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Manufacturer – The producer or provider of Agriculture and Lawn Equipment which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with Brand Name.

Manufacturer's Suggested Retail Price (MSRP) – The MSRP represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the Customer for specific Commodities without the benefit of a Contract resulting from this solicitation. It must be publicly listed, available, and verifiable by the Department.

MSRP Credit – The MSRP price of OEM and Non-OEM Options, Parts, Accessory(ies) or Implements that are deducted from the Base Equipment price paid by the Customer if removed from the Base Equipment.

MSRP List – The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific Commodities. In the priority listed below, only the following are acceptable sources of current and revised MSRPs and MSRP Lists for use under the resulting Contract:

- Manufacturer's Annual U.S. Price Book,
- Manufacturer's official website or dealer software; and
- Autodata, Inc. d/b/a Chrome Data's™ Carbook Pro Fleet Edition.

Net Price – The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. Additional charges for a Commodity shall not be charged outside of the Net Price unless expressly provided within the Scope of Work.

Non-OEM – Produced by a manufacturer or party other than the OEM.

Options – Options requested by the Customer specifically for the Agriculture and Lawn Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Original Equipment Manufacturer (OEM) – The original Manufacturer of a Commodity.

Parts – Repair or service parts for Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Sub-Group – A specific series of Commodities within a Group which are described in the Product Group Discount Sheet. A Group may or may not include Sub-Groups.

State – The State of Florida.

3. Scope of Work

3.1 Commodity Specifications and Standards

All Commodities, including all Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components, shall meet the following minimum requirements:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in the Transportation and Delivery section), and installed to be fully suitable for their intended use, purpose, and service. The Contractor is not required to install Parts purchased by the Customer unless specifically agreed to by the Customer and Contractor;
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be biodiesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered.
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and / or rust which may affect appearance or serviceability;
6. All Commodities shall be professionally designed, manufactured, installed, and serviced pursuant to the industry standard of care;
7. All Commodities shall comply with required state and federal laws, including but not limited to: motor vehicle, mobile equipment, safety, and environmental laws; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

Contractor shall ensure that no Contractor or Dealer advertising or identification (name, logos, etc.) is on the Commodities, including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components. Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department, in its sole discretion, shall determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

The Contractor may engage Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The

Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and MSRP List. The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms.

3.2 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities being provided. This includes, but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities being provided. In addition, the Contractor is responsible for complying with any applicable federal or State legislation that becomes effective during the term of the Contract upon the legislation's effectiveness. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor, regardless of whether it's the Manufacturer or Dealer, shall contact the DMS Contract Manager immediately.

3.3 Testing

Samples of delivered Commodities may be selected at random by Customers or Department and tested for compliance with the requirements, specifications, terms, and conditions.

3.4 Warranty

The Manufacturer's standard warranty shall cover all Commodities of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities specified herein that are sold to any federal, state, or local governments. The Manufacturer's standard warranty shall have a minimum term of one year from the Customer's acceptance, as specified in the 'Acceptance' section, and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, then the Contract requirements, specifications, terms, and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

3.5 Commodities Recall

In the event there is a recall of any of the Commodities, any of its components, or any parts incorporating the equipment ("Recalled Equipment"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such

reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer all reasonable assistance in locating and recovering any equipment or Recalled Equipment. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective Recalled Equipment are rectified, replaced and/or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to Recalled Equipment shall be at Contractor's own expense.

3.6 Commodity Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to complete one of the following:

- Install or repair the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s), and their respective features, equipment, and components;
- Replace the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components;
- Refund the purchase price of the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components to the Customer.

Any changes necessary after the delivery of the Customer's order that are required to bring a Commodity into compliance or compatibility due to an incorrect order fulfillment by the Contractor shall be accomplished at the Contractor's expense.

3.7 Commodities Title and Registration

Agriculture and Lawn Equipment delivered under the Contract shall be titled and registered by the Contractor in accordance with Florida law, including Chapters 319 and 320, Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Customer with the awarded Commodity upon delivery, and the Contractor shall obtain any necessary signatures and complete the titling and registration process for the Customer in a timely manner.

In the event the Customer is permitted by law or policy to obtain title and registration independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer will notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order form. However, the

Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide any documents necessary for the Customer to do so.

Customers may elect to transfer an existing license plate or may choose to obtain a new license plate.

- Transferring an existing license plate is the standard default order type and does not require specific notation on the Purchase Order. All related fees associated with transferring an existing license plate are included in the Base Equipment Net Price
 - a) When obtaining a new license plate, the Customer should include a notation on the Customer Order and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain a new license plate for the Customer unless there is a notation and a new license plate fee is included on the Customer Order. All related fees except for the new license plate cost are included in the Base Equipment Net Price. The Customer's order notation for a new license plate shall include the request for a new license plate, the type of license plate required, and a contact person's name, title, and telephone number.
 - b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

3.8 Transportation and Delivery

Transportation and Delivery shall be FOB Destination to any point statewide as follows:

1. Customers shall be notified within two Business Days when Commodities are not in stock or unavailable from the Manufacturer at the time of order. Commodities must be delivered within 180 Calendar Days after receipt of order, unless otherwise agreed to by the Customer. As soon as Commodities are back in stock, the Commodities must be delivered within 14 Calendar Days to the Customer. For any delivery not made within the 180 and 14 Calendar Days' timeframes, the Department's Contract Manager must be notified and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and timeframe for completion of the order.
2. Commodities in stock must be delivered within 14 Calendar Days after receipt of order or the receipt of the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer or Dealer installed OEM or Non-OEM Options, Parts, Accessories, and Implements shall be delivered within 30 Calendar Days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded Commodity is defined as receipt of the Commodity at the Customer's place of business or designated location. Delivery does not constitute the Customer's acceptance. The Contractor shall give the Customer a minimum of one Business Day notice prior to delivery. Commodities shall be delivered as stipulated by the Customer.

The Contractor shall deliver Commodities by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity three road miles or less, the self-propelled, street-legal Commodity may be driven to the

delivery location at Contractor's sole risk and expense. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled, operator-occupied Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or a \$3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection and is responsible for delivering a Commodity that is properly serviced, clean, and in first class operating condition. The Contractor is required to perform the following, at a minimum, as part of its pre-delivery service:

1. Completely lubricate operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary and prohibited tags, stickers, papers, etc.;
7. Ensure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements, are thoroughly tested and ready for immediate operation upon delivery; and
8. Where applicable, ensure that the product is packaged in a manner which ensures safe delivery to the destination. Packaging shall comply with all federal, state, and local laws including but not limited to the requirements of section 403.7191, Florida Statutes. The Contractor shall mark each package to include the name of the Contractor, the State Term Contract number, the purchase or Customer Order number, and a brief description of the contents.

The Contractor shall deliver all Commodities with each of the following completed documents:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of the ordering Customer's order;
3. Copy of the applicable Manufacturer specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements in the shipment;
5. Manufacturer's window sticker(s), if applicable;
6. Manufacturer's 'certificate of origin', if applicable;
7. Manufacturer's 'operator manual', and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;

8. Copy of the Manufacturer's standard warranty certifications;
9. Sales tax exemption form, if applicable;
10. Temporary tag and twenty (20) day extension tag, if applicable; and
11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and documents, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customers may be cause for default proceedings and/or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of a Commodity that was previously rejected upon initial delivery.

3.9 Price Quote Form

For all Customer orders, the Contractor shall complete and submit a Price Quote Form (PQF) (Attachment 3) to the Customer for the requested Commodities. All Commodities shall be itemized on the PQF and include applicable brand, model, and pricing information. The price quoted for Commodities shall not exceed the current Contract's Net Price to Customers. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

3.10 Acknowledgement of Order Form

For each order, the Contractor shall provide the ordering Customer with a fully completed Acknowledgement of Order Form (Attachment 4) within five Business Days of receiving the Customer's order. The Contractor must use the Acknowledgment of Order Form and must not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed acceptance of the order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

When the Contractor receives an order and does not have the ordered Commodities in stock and cannot deliver the Commodities to the Customer within 14 calendar days, the Contractor shall notify the ordering Customer on the Acknowledgement of Order Form. When providing the Acknowledgment of Order Form the Contractor shall provide the Customer with the Manufacturer's order confirmation information and estimated delivery date.

Submission of the Acknowledgement of Order Form is the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. Repeated failures by the Contractor to timely submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination.

3.11 Acceptance

The Customer, within three Business Days of delivery, will inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered; contract prices, discounts, requirements, specifications, terms, and conditions; Customer order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer order. Additionally, the Customer should inspect the Commodity for any damage. The Contractor is obligated to correct any errors or damage. Failure by the Customer to discover an error or damage in the Commodity shall not relieve the Contractor from its obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming said reports in writing within fifteen Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Customer-approved, corrective action.

Should the Commodity require service or adjustments as part of the Customer-approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any transportation and delivery required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

3.12 Installation

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.13 Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing Dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or its approved Dealer actually performed the service. Notwithstanding the foregoing, the Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

3.14 Holidays

The Contractor shall provide Customers all Commodities during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's order.

3.15 Purchasing Card

The State has implemented a purchasing card program using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its

Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State 's new Purchasing Card platform within 30 calendar days of notification of such change.

3.16 Punchout Catalog and Electronic Invoicing

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

3.17 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No revised MSRP lists or price adjustments will be considered for any Contractor who has outstanding reports, or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with section 3.2.2. of the Special Contract Conditions)	Annual	Contract Anniversary Date

3.18 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

3.19 Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The quarterly sales report can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period

Quarter 2 – (October-December) – due 30 calendar days after the close of the period

Quarter 3 – (January-March) – due 30 calendar days after the close of the period

Quarter 4 – (April-June) due 30 calendar days after the close of the period

3.20 Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

3.21 Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

3.22 Business Review Meetings

In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

3.23 Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contractor's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$100 per Calendar Day late/not received by the Contract Manager
Contractor will provide accurate Price Quote Forms to Customers	All Price Quote Forms will be provided to Customers with accurate information	Upon Customer request	\$25 per order

The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal.

3.24 MSRP List and Product Adjustments

The Contractor shall submit a complete MSRP List that includes all Commodities (i.e. Base Equipment; OEM Options, Parts, Accessories, and Implements; and Non-OEM Options, Parts, Accessories, and Implements) for each Manufacturer/ Brand Name and Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award; the Commodities listed on the MSRP must match the Commodities listed on the price sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP. The Contractor shall include a cover page, which shall provide the applicable Group, Sub-Group (for Groups that include Sub-Groups), Manufacturer/Brand Name, and MSRP List date. The Department shall be the final arbiter of MSRPs if an MSRP on the Contractor's MSRP List differs from the published MSRP. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope

of a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may update existing product's MSRPs on the MSRP List to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the existing product's MSRPs on the MSRP List by submitting a complete and revised MSRP List for Department review and approval.

Revised MSRP Lists, regardless of whether the Contractor is adding products or updating existing product's MSRPs, must be accompanied by a revised price sheet, as described in the 'Price Sheet and Price Adjustments' section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List.

3.25 Price Sheet and Price Adjustments

The Contractor shall submit a complete price sheet to include the following Commodities (i.e. Base Equipment and OEM Options, Parts, Accessories) for each Brand/Manufacturer and Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award; the Commodities listed on the price sheet must match the Commodities listed on the MSRP List. The price sheet is subject to the Department's approval. The price sheet shall be provided in Excel format and include a separate tab for each Sub-Group (or Group, for Groups that do not include Sub-Groups). Each tab shall include, at minimum, the following information for each Commodity offered under that Sub-Group (or Group, for Groups that do not include Sub-Groups):

- Manufacturer/Brand Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e. Base Equipment and OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Brand/Manufacturer's website;
- Description;
- MSRP (as shown on the current MSRP List);
- Discount (as shown on the Product Group Discount Sheet for the Commodity type, as submitted in the Bid); and
- Net Price to the Customer.

The Contractor may add products to the price sheet at any time during the life of the Contract by submitting a complete and revised price sheet. Products added must be from a Brand/Manufacturer Name for which the Contractor received an award and fall within the scope of a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's price sheet.

The Contractor may update the MSRPs and Net Prices to the Customer on the price sheet to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the MSRPs and Net Prices to the Customer on the price sheet by submitting a complete and revised price sheet.

Revised price sheets, regardless of whether the Contractor is adding products or updating the MSRPs and Net Prices to the Customer, must be accompanied by a revised MSRP List, as described in the 'MSRP List and Product Adjustments' section, as well as a list of all changes made from the previously submitted version of the price sheet.

3.26 E-Verify

The following replaces section 13.2 of Attachment 1:

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

[Menu](#)

[Home](#) / [Business Operations](#) / [State Purchasing](#) / [State Purchasing Service Updates](#) / [CONTRACT RENEWAL: Agriculture and Lawn Equipment \(25101900-21-STC\)](#)

CONTRACT RENEWAL: Agriculture and Lawn Equipment (25101900- 21-STC)

State Contracts and Agreements

Posted: Oct 18, 2023

Edited: Oct 18, 2023

Message

The Division of State Purchasing announces that, effective October 18, 2023, the state term contract for Agriculture and Lawn Equipment (25101900-21-STC) is renewed for three years through December 31, 2026. All contracts were renewed with the exception of one contractor, Sarlo Power Mowers, Inc. Please note that, in accordance with section 287.056, Florida Statutes, state agencies are required to purchase commodities and contractual services from state term contracts procured by the Department of Management Services. If you have any questions or require assistance, please contact the contract manager listed on the contract webpage.

Link: [Agriculture and Lawn Equipment \(25101900-21-STC\)](#)

State Purchasing

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ACS Requests](#)

[Chief
Procurement
Officer \(CPO\)
Memoranda](#)

[State Contracts
and Agreements](#)

[Public
Procurement
Professional
Development](#)

[Approved Drone
Manufacturers](#)

[State Agency
Resources](#)

[Statewide Travel
Management
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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Keith Meyerl, Parks & Recreation

2. MEETING DATE:

August 22, 2024

3. REQUESTED MOTION/ACTION:

Staff requests approval to purchase a 2024 Chevy Silverado 1500 Crew Cab 4X4 in the amount of \$50,121.00 for the Parks and Recreation Department Maintenance Division. The City intends to purchase the truck pursuant to the competitively procured contract between Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales and the City of Tallahassee, Contract No. 5179.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Transportation

Financial Health

N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

A quote was solicited through the City of Tallahassee's Contract No. 5179 for the purchase of one (1) 2024 Chevy Silverado 1500 Crew Cab 4x4 truck to replace an aging, front line maintenance truck. The vehicle being replaced is the maintenance truck that services the Russell Fields Pier. This vehicle is seven (7) years old and is the oldest vehicle in the Parks Maintenance Fleet. It has regular mechanical issues and shows extensive wear due to the vehicle being subjected to the beach/salt environment. The new truck purchased will be placed in the general Parks maintenance rotation with one of the existing vehicles being moved to the Pier to limit the effects of the elements on a new vehicle. This purchase is budgeted, reflected in the Department's five-year plan, and included in the Department's vehicle replacement plan.

Staff recommends approval.

[Res 26-170.Alan Jay Automotive.Purchase Chevy Silverado.Parks Rec.pdf](#)
[2024 4WD Silverado Truck Quote and Contract Pricing.pdf](#)
[City of Tallahassee Alan Jay Agreement No.5179.pdf](#)

RESOLUTION NO. 24-170

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE 2024 CHEVROLET SILVERADO 1500 CREW CAB 4X4 FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. D/B/A ALAN JAY FLEET SALES FOR THE PARKS AND RECREATION DEPARTMENT IN THE TOTAL AMOUNT OF \$50,121.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF TALLAHASSEE CONTRACT GOVERNING THAT PURCHASE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales for the purchase of one 2024 Chevrolet Silverado 1500 Crew Cab 4x4 in the total amount of Fifty Thousand One Hundred Twenty-One Dollars and No Cents (\$50,121.00) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.
2. By accepting the proposal referenced above, the City agrees to be bound by the same terms and conditions as were obtained by the City of Tallahassee through an advertised, competitive bidding process, Contract No. 5179, in the form **attached** as Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of August 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	55733-1
Corporate Office	2003 U.S. 27 South	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
7/15/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/23/2024

REQUESTING AGENCY	PANAMA CITY BEACH, CITY OF			
CONTACT PERSON	LAUREN ANDERSON	EMAIL	Lauren.Anderson@pcbfl.gov	
PHONE	850-233-5045 Ext. 3105	MOBILE	FAX	

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

MODEL	CK10543 1WT	MSRP	\$45,800.00
2024 CHEVY SILVERADO 1500 CREW CAB PICKUP 4WD WT 5.5' BED			
CUSTOMER ID (TN) Ground Stock	GOVERNMENT PRICE		\$44,026.00

BED LENGTH 5.5' Bed

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
L3B	Engine, TurboMax	\$0.00
MFC	Transmission, 8-speed automatic, electronically controlled	\$0.00
1WT	OPTIONS Work Truck Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	\$0.00
CSW	GVWR, 7000 lbs. (3175 kg)	\$0.00
CTT	Hitch Guidance	\$0.00
DLF	Mirrors, outside heated power-adjustable	\$0.00
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$390.00
GU6	Rear axle, 3.42 ratio	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JL1	Trailer brake controller, integrated	\$270.00
K34	Cruise control, electronic	\$0.00
KC9	Power outlet, bed mounted, 120-volt	\$0.00
KI4	Power outlet, interior power outlet, 120-volt	\$220.00
NZZ	Skid Plates	\$145.00
PCV	WT Convenience Package	\$0.00
PE8	WT Value Package	\$1,185.00
QBN	Tires, 255/70R17 all-season, blackwall	\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	\$0.00
QT5	Tailgate, gate function manual with EZ Lift	\$145.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	\$0.00
UBI	USB ports, rear, dual, charge-only	\$0.00
V46	Bumper, front chrome	\$195.00
VJH	Bumper, rear chrome	\$0.00
Z82	Trailer Package	\$0.00
	Option/package discount	\$0.00

FACTORY OPTIONS \$2,550.00

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

AFTERMARKET OPTIONS	DESCRIPTION	
TN GROUND	UNIT ON GROUND IN TENNESSEE (ADDITIONAL TRANSPORTATION COSTS WILL APPLY)	\$0.00
DT FEE	DEALER TRADE FEE FOR INCREMENTAL UNITS - NCO - no more than 10% markup - none	\$1,000.00 ✓
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	\$735.00 ✓
TRANSPORT	TRANSPORATION FROM (TN) TO (FL). - NICO - 10% markup ✓	\$1,000.00 ✓
FS MPS62U-4	(4) Federal Signal MicroPulse Ultra dual color with (2) mounted in grille and (2) mounted to rear of vehicle.	\$810.00 ✓
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00
AFTERMARKET OPTIONS		\$3,545.00

TRADE IN

TOTAL COST

\$50,121.00

YES WE TAKE TRADE INS ASK ABOUT MUNICIPAL FINANCING

TOTAL COST LESS TRADE IN(S)

QTY

1

\$50,121.00

Estimated Annual payments for 60 months paid in advance: \$11,523.85

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER

Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.

**AGREEMENT FOR NEW MUNICIPAL VEHICLES, CARS,
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**
Agreement No. 5179

This Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks (the "Agreement") is entered into and effective this 13 day of 01 2022, (the "Effective Date") by and between the **City of Tallahassee**, a Florida municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Alan Jay Automotive Management, Inc., d/b/a Alan Jay Fleet Sales** (the "Vendor"), whose principal place of business is 5330 US Hwy 27 South, Sebring, FL 33870. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

1. DEFINITIONS. Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. "*Vehicles and Services*" means the complete product line of new municipal vehicles, cars, vans, sport utility vehicles, light trucks with related equipment as sought in City Solicitation RFP No. 096-21-KM and more fully described in its Section 3, Scope of Work/Specifications.

B. "*Purchase Order*" means the purchase order commitment for Vehicles and Services made by the City through a Purchase Order and subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. "*Agreement Documents*" are the City Solicitation RFP No.096-21-KM, its associated Scope of Work/Specifications and any associated addenda; the Vendor's Solicitation Response dated September 22, 2021, including any associated addenda and pricing sheets; and the Purchase Orders arising from this Agreement, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.

2. ORDERS.

A. City Solicitation RFP No. 096-21-KM sought multiple vendors for Vehicles and Services. Although the City plans to order needed Vehicles and Services under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place orders at all. This Agreement is non-inclusive. The City reserves the right to order or purchase from other vendors, manufacturers, dealers, and other local, state, or national government agencies and/or associations when deemed in the best interest of the City. Orders under this Agreement will be initiated, at the sole discretion of the City, by submitting a request for quote and build sheet (if applicable) to the Vendor.

B. Upon receipt of the completed quote and build sheet, the City and the Vendor agree to discuss production schedules, product availability, and due dates prior to ordering Vehicles and Services through a City Purchase Order. The Vendor's quote **MUST** be dated and reference the Agreement Number.

C. Any future Vehicles or Services not currently available or offered can be added as they become available.

3. PURCHASES MADE BY OTHER PUBLIC AGENCIES.

A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Purchaser(s) **MUST** contact the City's procurement office to request utilization prior to purchasing under this Agreement. Such purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of \$100.00 per vehicle sold. The Vendor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other local, state, or national governmental agencies, political subdivisions, or other public entities to the City. Should any such purchases by other local, state, or national governmental agencies or political subdivisions be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to kathy.crum@talgov.com. The subject line of the email should **reference Reporting Administrative Fee - Agreement No. 5179** with a copy of the purchase order attached to the email.

(2) The Vendor shall remit all administrative fees received by Vendor prior to the end of the any fiscal quarter no later than ten (10) calendar days after the end of the fiscal quarter in which the payment was received to the following address:

Fleet Management Admin
Attn: Kathy Crum
400 Dupree Street
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5179** referenced on the check.

For questions, please contact:

Kathy Crum - Fleet Management Contract Manager
(850) 891-5229

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

4. **PRICES AND PAYMENT.**

A. Prices. The City agrees to pay the Vendor for Vehicles and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's pricing shall be updated accordingly based on pricing for the current year. Any and all future pricing **MUST** be approved by the Fleet Management Director.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Vehicles and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid

amount shall bear interest from thirty (30) days after the due date at the rate of 1% per month on the unpaid balance.

(1) Disputes. In the event a dispute occurs between the Vendor and the City, the Parties shall attempt to settle the dispute informally and in good faith prior to instituting formal legal action. If the dispute is resolved in favor of the Vendor, interest shall begin to accrue as of the original date the payment became due.

(2) Proper Invoice. Invoices may be submitted via E-mail to: invoices@talgov.com with a copy to fleetadmin@talgov.com or by mail to:

City of Tallahassee - Accounts Payable – City Hall

300 S. Adams Street, Box A-28

Tallahassee, Florida 32301-1731

with a copy of the original invoice identified as a “copy” submitted to:

City of Tallahassee - Fleet Management Administration

400 Dupree Street

Tallahassee, Florida 32304

Any invoice or payment request which is received by the City must conform to the following requirements and contain the information listed below:

- a. The invoice must be in compliance with the terms of this Agreement;
- b. The invoice must be an original invoice;
- c. The invoice must not be under dispute;
- d. The invoice must include the authorizing City Purchase Order and/or Agreement number;
- e. The invoice must be dated;
- f. The invoice must include the number of the invoice to facilitate identification;
- g. The invoice must include the name and address of the Vendor; and provide the remittance address for payment, if different;
- h. The invoice must include the Purchase Order or Schedule line item number, including a description, quantity, unit of measure, unit price, and extended price of the item;
- i. The invoice must include the terms of any prompt payment discount offered; and
- j. The invoice must include Vendor' Federal Identification Number (if applicable).

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

5. DELIVERY, INSPECTION, AND ACCEPTANCE.

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Vehicles or Services to determine whether such Vehicles or Services meet all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Vehicles or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Vehicles or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Vehicles or Services in the time frame listed on the quote, the Vendor and City agree to discuss, and confirm in writing, a mutually acceptable time frame. In the event delivery of the Vehicles or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Vehicles or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Vehicles or Services FOB to:

City of Tallahassee- Fleet Management
400 Dupree Street
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

- a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
- b. Temporary registration and tag (when applicable);
- c. All manuals (electronic & paper Copy);
- d. All warranty certifications;
- e. Original Invoice;
- f. A copy of pre-delivery service report;

- g. A copy of applicable equipment specifications; and
- h. A copy of build sheet or documentation that verifies what components are included on the equipment being delivered.

6. WARRANTY.

The warranty becomes effective when the Vehicles or Services are put into use by the City or at a maximum of thirty (30) days after delivery, whichever occurs first.

7. TERM.

A. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term").

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension"). The Vendor and the City must agree to extend the Agreement no later than thirty (30) days prior to the expiration of the Initial Term of the Agreement.

8. TERMINATION.

A. Termination for Cause. If the Vendor fails to fulfill any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under this Agreement or to terminate this Agreement, in whole or in part, wholly at the City's discretion.

B. Termination for Convenience. Additionally, the City shall have the right to terminate this Agreement for convenience, in whole or in part, upon 90-day notice, without the Vendor being in default thereunder. In the event of termination for convenience, the City shall pay the Vendor (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties.

C. Termination Process. Termination shall be effected by (i) delivery of written notice to the Vendor from the City specifying whether termination is for default or convenience, (ii) providing detail as to the extent to which services under this Agreement are to be terminated, and (iii) specifying the date

upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for actual damages suffered from the default resulting in termination of the Agreement.

9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.

A. The City may apply financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy performance deficiencies within thirty (30) days of being provided notice of such deficiency by the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or \$1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the retained funds will be forfeited.

B. The Vendor shall not be charged retained funds when the non-performance is a result of delay in delivery or performance arising out causes beyond the control and without fault or negligence of the Vendor due to manufacturer delays. To substantiate a delay in manufacturer product delivery, the Vendor is required to submit written proof of delay to the City in the form of a letter or email sent from the manufacturer to the Vendor. The City agrees that no retained funds will be withheld from the Vendor after written proof of the manufacturer's product delivery delay is provided to the City and, if necessary, regularly updated if the delay continues past any date which may be included in the written communication from the manufacturer.

10. LIQUIDATED DAMAGES.

A. If the Vendor fails to provide the Vehicles or Services within the time specified in this Agreement, any applicable Purchase Order, or any negotiated extension, the Vendor shall pay the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1,500.00 per month, to the City

as fixed and liquidated damages. In the event the City is penalized monetarily by federal, state, or local entities as a result of the Vendor delay, error, and/or poor performance issues, the Vendor may be required to reimburse the City the full amount of the assessed penalty.

B. Alternatively, if delivery or performance is delayed, the City may terminate this Agreement in whole or in part, under the Termination provision in this Agreement. In the event of termination for delivery or performance delay, the Vendor may be liable for (i) reimbursement to the City for costs spent to procure the Vehicles or Services from another vendor or (ii) for payment of liquidated damages as provided in above until such time as the City may reasonably obtain delivery or performance of similar Vehicles or Services.

C. The Vendor shall not be charged with liquidated damages, including if the City is penalized by federal, state or local entities, when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Vendor caused by delay in manufacturer product delivery.

11. INDEMNIFICATION. The Vendor shall hold harmless and indemnify the City and its officials, officers, and employees from all claims, damages, losses, expenses, suits or actions against all third-party claims, losses, expenses, suits, or actions against the City, including, without limitation, costs of defending the action and attorney's fees, to the extent the claims arise out of or result from the performance and furnishing of the work, services, materials, goods, or equipment under the Agreement (including, but not limited to, claims regarding defects in materials, goods, equipment, and patent infringement) and such claim is caused in whole, or in part, by any breach of contract, act, or omission of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable. In any and all claims against the City, or any of its agents or employees by any employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or its subcontractors under any Workers' Compensation Act, Disability Act, or other Employee Benefit Act.

12. AVAILABILITY OF FUNDS. City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

13. NOTIFICATION OF INSOLVENCY. In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.

14. CHOICE OF LAW AND VENUE. All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, concerning, or relating to this Agreement between the Parties shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

15. REMEDIES. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further

exercise thereof.

16. NO WAIVER; SEVERABILITY; SECTION HEADINGS. No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties' expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the "drafting" party.

17. RELATIONSHIP BETWEEN THE PARTIES. The Vendor and the City acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

18. NOTICES. All notices required to be given under this Agreement shall be given in writing and sent to the following:

For the City:

Attn: Fleet Management Director
400 Dupree Street
Tallahassee, FL 32304
with a copy via email to:
Jeffery.Shepard@talgov.com

For the Vendor:

Attn: Chris Wilson
3003 US Hwy 27 South
Sebring, FL 33870
with a copy via to:
Chris.Wilson@AlanJay.com

All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, or other mutually agreeable mechanism.

19. ASSIGNMENT. Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

20. PUBLIC RECORDS. The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at:**

City Treasurer-Clerk
(850) 891-8130
records@talgov.com

Mailing Address:
City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, Florida 32301

21. SUBCONTRACTORS. Subcontractors are not allowed under this Agreement.

22. FORCE MAJEURE. Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and

which prevents that party from performing its obligations under a contract. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than thirty (30) days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

23. INSURANCE COVERAGE. Prior to commencing work, the Vendor shall procure and maintain, at the Vendor's own cost and expense, throughout the Term of the Agreement, the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. Commercial General/Umbrella Liability Insurance. \$1,000,000 limit per occurrence for property damage and bodily injury. The Vendor should indicate whether the coverage is provided on a claims-made or, preferably, on an occurrence basis. The insurance shall include coverage for the following:

- * Premise/Operations;
- * Explosion Collapse and Underground Property Damage Hazard (only where applicable to the project);
- * Products/Completed Operations;
- * Contractual;
- * Independent Contractors;
- * Broad Form Property Damage; and
- * Personal Injury.

B. Business Automobile/Umbrella Liability Insurance. \$1,000,000 limit per accident for property damage and personal injury, including coverage for:

- * Owned/Leased Autos;
- * Non-owned Autos; and
- * Hired Autos.

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Commercial General Liability and Automobile Liability Coverage.

- * The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not contain special limitations on the scope of protection afforded the City Insureds.
- * The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
- * Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- * Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

F. Garage Liability Coverage. A minimum of \$1,000,000.00 limit per occurrence.

G. Garage Keepers Coverage. A minimum of \$500,000 per accident.

H. All Coverage.

- * Each insurance policy shall name the City as an additional insured.
- * Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
- * If the Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of the Agreement. The City, at its sole option, may terminate this Agreement and obtain damages from the Vendor resulting from said breach.
- * Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, without further notice to the Vendor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Vendor.

I. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City Insureds; or the Vendor shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

J. Acceptability of Insurers. Insurance is to be placed with Florida insurers rated B+X or better by A.M. Best's rating service.

K. Verification of Coverage. The Vendor shall furnish the City with certificates of insurance and with original endorsements providing evidence of required coverage. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on the Vendor's behalf. The certificates and endorsements must be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

24. SOVEREIGN IMMUNITY. Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

25. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties, whether digital or encrypted, have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

26. ORDER OF PRECEDENCE. In the event of any inconsistency between any provisions of this Agreement and the Agreement Documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement, and any written attachments and future written Amendments or Purchase Orders.
- B. Purchase Orders arising from this Agreement, including any associated quote and build sheets.
- C. City Solicitation RFP No.069-21-KM, including all addenda.
- D. Vendor's Response to the City's Solicitation.

27. E-VERIFY. The Contractor, and its subcontractors, must register with and utilize, the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of this contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the termination date and will be liable for any additional costs incurred by the City as a result of the termination.

28. ENTIRE AGREEMENT. This Agreement, including its attachments and associated documents, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum, or amendment of this Agreement shall be binding unless executed in writing by both Parties. In the event of any conflict between any terms of this Agreement and any terms of any attachment, the terms of this Agreement shall supersede, govern, and control to the extent of the inconsistency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

CITY OF TALLAHASSEE

By:  _____
Reese Goad, City Manager

Approved by the Department

By:  _____
Jeff Shepard, Fleet Management Director

Attest:

By:  _____
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By:  _____
Cassandra K. Jackson, City Attorney

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.

By:  _____
Print Name: Chris Wilson
Title: Fleet Sales Manager





Legal Routing Memo

Date: 1/4/2022

To: City Attorney's Office

From: Administration & Professional

Subject: Legal Review of

☒ CONTRACT NO. 5179

☐ AMENDMENT NO.

☐ MEMORANDUM OF UNDERSTANDING OR AGREEMENT

☐ OTHER

This document relates to Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks.

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: *Antwan Pennywell*

Department Signature: *Kathy Crum, Contract Manager - Fleet Management*

TO BE COMPLETED BY LEGAL

Legal review completed on: 1/4/2022

Legal review performed by: Kellie Scott

Approved for execution: ☒ yes ☐ no



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, Legal

2. MEETING DATE:

August 22, 2024

3. REQUESTED MOTION/ACTION:

Review and approve Ordinance No. 1650 at second reading.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

Quality of Life

N/A

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

Ordinance No. 1650 amends Section 7-12 of the City's Code of Ordinances to add additional enforcement for failure to heed the beach safety flag warning system. The amendments clarify the enforcement mechanisms necessary to provide consistent and clear guidance to both City staff and the public.

Per the ordinance, a person may be subject to a civil penalty if he/she enters the waters of the Gulf of Mexico, double red flags are flying, and the enforcement officer determines that the violator knew or should have known that the water was closed to swimming.

The ordinance also preserves the City's ability to order people out of the water as a separate violation.

[Ord 1650 Second Reading. pdf](#)

[Affidavit Notice 1650 2nd Reading.pdf](#)

ORDINANCE NO. 1650

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 7-12 OF THE CITY'S CODE OF ORDINANCES RELATED TO FAILURE TO OBSERVE THE BEACH SAFETY FLAG WARNING SYSTEM; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, AS FOLLOWS:

SECTION 1. From and after the effective date of this ordinance, Section 7-12 of the Panama City Beach Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 7-12. Failure to obey lawful order Beach Safety Flag Warning System Enforcement.

- (a) The legislative intent of this section is to authorize City personnel **to protect the public health, safety, and welfare through the enforcement of the beach safety flag warning system, and** to order persons to stay out of or come in from the Gulf of Mexico when double red flags are flying.
- (b) Failure to obey an order to stay out of or come in from the Gulf of Mexico by a police officer **or code enforcement officer**, when reasonably known to be such an official, is hereby prohibited and made unlawful. Such order shall be made for the purpose of ensuring the safety of persons using the beach or waters of the Gulf of Mexico.
- (c) **Failure to heed the flag warning system by entry into the water of the Gulf of Mexico when double red flags are flying is hereby prohibited and made unlawful. Violation of this prohibition occurs when any City police or code enforcement officer observes that (1) double red flags are flying, (2) the violator is in the waters of the Gulf of Mexico, and (3) the enforcing officer confirms that the violator knew or should have known that the waters of the Gulf of Mexico were closed to swimming.**
- (d) Any person violating any provision of ~~this sections~~ **b or c herein** may be punished as follows:
 - 1. First Offense: By issuance of a non-criminal civil penalty of five hundred dollars (\$500.00).
 - 2. Second Offense: **By a civil penalty of one thousand dollars (\$1,000.00) or, when such violation is enforced by a police officer, by charge of M**~~misdemeanor~~ **of the second** ~~first~~ **degree punishable by a fine of no more than five hundred** ~~one thousand~~ **dollars (\$500**~~1,000~~**.00), or a sentence of not more than sixty (60) days in jail, or both.**
 - 3. Any uncontested civil penalty paid within twenty (20) days of the date of issuance shall be eligible for a fifty (50) percent discount.

~~(c) Failure to obey an order to stay out of or come in from the Gulf of Mexico by any member of the City's fire rescue department or Code Enforcement Department, when reasonably known to be such a person, is hereby prohibited and made unlawful. Any person violating any provision of this section may be punished as follows:~~

~~1. First Offense: five hundred dollars (\$500.00).~~

~~2. Second Offense: by a civil penalty of one thousand dollars (\$1,000.00).~~

~~3. Any uncontested penalty paid within twenty (20) days of the date of issuance shall be eligible for a fifty (50) percent discount.~~

(e)(d) All fire rescue personnel of the City and any other City employees designated by the City Manager shall be considered code enforcement officers for the purpose of enforcing this section. A citation issued under sections b or c above may be contested in accordance with the provisions of Chapter 25 of the City's Code of Ordinances.

(f)(e) This section shall not apply to persons attached by a leash to a surfboard. A surfboard means a fiberglass, epoxy, closed-cell neoprene, or closed cell Styrofoam instrument with one (1) or more fins or skegs attached to, or inserted through, the bottom, including windsurf boards and sailboards, but does not include rubber rafts, floats, belly boards, skim boards, or boogie boards.

SECTION 2. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 4. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 5. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 7. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include, and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED, AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____ 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this ____ day of _____ 2024.

Stuart Tettemer, Mayor

Posted on pcbfl.gov on the ____ day of ____ 2024.

Posted on publicnoticesbaycountyfl.gov on the __ day of ____ 2024.

AFFIDAVIT OF PUBLICATION

Column Software, PBC
331 NW 26th St, Suite 304
Miami, FL, 33127

Before the undersigned authority personally appeared Hayden Lipsky, who on oath says that he or she is an agent of Column Software, PBC; that the attached copy of advertisement, being a legal advertisement or public notice of Display Ad (document upload) in the matter of Notice Ord 1650 2nd Reading, was published on the publicly accessible website of FL, hosted by Column Software, PBC on

Aug 12, 2024

and that the fees charged are legal.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Statutes; and affiant further says that he or she has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication on said website.

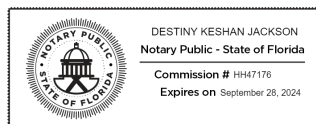
Notice ID: p9kJBucuo9H8QUHJEbZO
Publication Fee: \$0.00

Hayden Lipsky

Agent

VERIFICATION

State of Florida
County of Duval



Signed or attested before me on this: 08/14/2024

Destiny K. Jackson

Notary Public

Notarized remotely online using communication technology via Proof.

Published in Bay County
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the following ordinance shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing and second reading at its regular meeting to be conducted at **9 A.M on THURSDAY, AUGUST 22, 2024**, or as soon thereafter as the matter may be heard, at City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, Florida, to-wit,

ORDINANCE NO. 1650

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 7-12 OF THE CITY'S CODE OF ORDINANCES RELATED TO FAILURE TO OBSERVE THE BEACH SAFETY FLAG WARNING SYSTEM; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This meeting will be held at City Hall. The live meeting will be live-streamed on www.pcbfl.gov. All persons wishing to be heard on the adoption of this Ordinance are invited to appear.

Any person requiring a special accommodation to participate in this meeting because of a disability or physical impairment should contact Lynne Fasone, the Panama City Beach City Clerk, Lynne. Fasone@pcbfl.gov or by phone at 850-233-5100 at least (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL

BY: /s/ Lynne Fasone, City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Cole Davis, City Council

2. MEETING DATE:

August 22, 2024

3. REQUESTED MOTION/ACTION:

Consider approval of Ordinance No. 1651 at first reading.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: N/A
N/A
N/A

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

The City Council requested that staff prepare an ordinance changing the date of municipal elections from April to November to coincide with state and federal elections as permitted by sections 100.3605 and 166.021(4), Florida Statutes. Accordingly, this ordinance was drafted and discussed at the Council meeting on July 25, 2024, and approved with material changes at its August 8th meeting.

The Ordinance presented amends the City's meeting dates in election years to provide that only one November regular meeting shall be held on the first Thursday following the certification of election results. If that day falls on Thanksgiving, the meeting will be held on the second Thursday following the certification.

For informational purposes, Council members asked for additional data on other municipal elections in Florida during November. Currently, 166 cities in the State of Florida hold their elections on the date of the November state, federal and county elections.

If approved, this ordinance will be scheduled for final adoption at the City Council's September 12th meeting.

[Ord. 1651.Election Date Updated.pdf](#)

[Ord 1651. Elections Business Impact Estimate.pdf](#)

ORDINANCE NO. 1651

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 7-3 OF THE CITY'S CHARTER RELATED TO THE CONDUCT OF MUNICIPAL ELECTIONS; AMENDING SECTION 2-16 OF THE CITY'S CODE RELATED TO THE DATE OF THE CITY'S NOVEMBER COUNCIL MEETINGS DURING ELECTION YEARS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, AS FOLLOWS:

SECTION 1. From and after the effective date of this ordinance, Section 7-3 of the City Charter of Panama City Beach City is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 7-3. - Conduct, generally.

- (a) Except as otherwise specifically provided by this Charter, all elections held by the City shall be conducted in accordance with all applicable provisions of the Florida Election Code.
- (b) Regular elections for the offices of Mayor and City Councilperson shall be held on ~~the third Tuesday of April after the third Monday of April~~ **the Tuesday next after the first Monday in November** of each even-numbered year **to coincide with federal, state, and county elections**. Each candidate for City Councilperson shall run City-wide. Each candidate for Mayor shall run City-wide. Electors shall be entitled to vote for one candidate from each ward and for one candidate for Mayor. The candidate receiving the highest number of the votes cast for that particular office shall be elected. In the event two or more persons receive an equal and highest number of votes for the same office, such persons shall draw lots to determine who shall be elected to the office.

SECTION 2. From and after the effective date of this ordinance, Section 2-16 of the City's Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 2-16. Meetings.

- (a)** Except in November and December, the regular meetings of the City Council shall be held on the second Thursday of each month beginning at 6:00 p.m. and the fourth Thursday of each month beginning at 9:00 a.m. in City Hall. In November and December, the regular meeting of the City Council shall be held on the second Thursday beginning

at 9:00 a.m. and the regular meeting of the City Council scheduled for the fourth Thursday in November and December may be cancelled or rescheduled by the City Council.

(b) In any year in which a general municipal election is held in the month of November, the City Council shall only conduct one regular meeting which shall be held on the first Thursday following the certification of the election results, unless that day falls on the Thanksgiving holiday, in which case the regular meeting of the City Council shall be held on the second Thursday following the certification of the election results.

SECTION 3. EFFECT ON EXISTING TERMS. In accordance with section 2-2 of the City Charter, the terms of all members of the City Council affected by this Ordinance shall be extended until each Councilmember's successor is duly elected.

SECTION 4. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 6. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 7. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 9. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include, and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____ 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this ____ day of _____ 2024.

Stuart Tettemer, Mayor

Posted on pcbfl.gov on the ____ day of ____, 2024.

Posted on publicnoticesbaycountyfl.gov on the __ day of ____, 2024.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 7-3 OF THE CITY'S CHARTER RELATED TO THE CONDUCT OF MUNICIPAL ELECTIONS; AMENDING SECTION 2-16 OF THE CITY'S CODE RELATED TO THE DATE OF THE CITY'S NOVEMBER COUNCIL MEETINGS DURING ELECTION YEARS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance changes the date of municipal elections from April to November to coincide with state and federal elections as permitted by sections 100.3605 and 166.021(4), Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Erica McKenzie, Legal

2. MEETING DATE:

August 22, 2024

3. REQUESTED MOTION/ACTION:

Consider and adopt revised rules of Council procedures.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: N/A
N/A
N/A

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

The City Council's rules of procedure are set by Resolution of the City Council, most recently by the passage of Resolution 20-102. As a best practice, the City Council routinely reviews those procedures to ensure that they reflect the Council's collective goals and practices.

Based upon the Council's current practices, the City Attorney has prepared the attached revisions for the Council's review and consideration.

[Res 24-171.City Council Procedures.08.15.2024.pdf](#)
[Exh A.2024 Council Procedures.08.15.2024.pdf](#)

RESOLUTION NO. 24-171

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, MODIFYING THE RULES OF PROCEDURE TO PROVIDE FOR THE ORDERLY CONDUCT OF CITY MEETINGS, REPEALING ALL POLICIES OR RESOLUTIONS IN CONFLICT HERewith, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The City hereby modifies and establishes Rules of Procedure in substantially the form attached and presented to the Council today as Exhibit A, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. All policies or Resolutions or parts thereof of the City of Panama City Beach, Florida, in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of August, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

RULES OF PROCEDURE

It is the intent of the Panama City Beach City Council to provide for the smooth and orderly functioning of the business of the Council, boards, and committees. As the City's procedure calls for the Chairperson to set the Rules of Procedure, the following procedures are established for all Regular, Special, Emergency, and Workshop Meetings of the City Council and for all public meetings of all boards and committees established or appointed by the Council. These rules may be modified as circumstances dictate.

Accordingly, the City Council hereby designates the meetings of the City Council, and all public meetings of its boards and committees, as limited public forum reserved for the conduct of official City business. These Rules of Procedure and any associated procedural actions by the presiding officer shall be reasonable and viewpoint neutral.

Workshop Meetings

The purpose of a workshop meeting is to allow staff to make presentations and to allow questions by the Council, board, or committee members. Workshop meetings are noticed as Special Meetings, and official action may be taken upon any of the items discussed at a workshop meeting and any of the items of official business that require immediate consideration and decision.

Chairperson, Presiding Officer, Duties

The Chairperson of the Council, board, or committee shall preside over all meetings at which the Chairperson is present. In the absence of the Chairperson, the Vice Chairperson shall preside. The presiding officer shall preserve strict order and decorum at all meetings. Any member with the floor may make a motion, which shall be restated by the Chairperson prior to the vote. Following debate and vote, the Chairperson will announce the decision. A majority vote of the members present shall govern and conclusively determine all questions of order not otherwise covered. The Chairperson may vote on all questions, the Chairperson's name being called last when the roll is called. In the absence of the Chairperson or in the event of the Chairperson's inability to serve, the Vice Chairperson shall perform the duties and functions of the Chairperson until the Chairperson's resumption of duty.

Issues Of Law Or Matters Of Procedure

The City Attorney shall advise and assist the Chairperson on issues of law and matters of procedure.

Agenda

There shall be an official agenda for every public meeting, which shall determine the order of business conducted at the meeting.

A portion of the agenda may be designated as a consent agenda, and all items contained therein may be voted on with one motion; except that any member may remove an item from the consent agenda to the regular agenda where it shall be voted on independently.

Any departure from the order of business set forth in the official agenda shall be made only upon a majority vote of the members of the Council, board, or committee present at the meeting.

The agenda shall be prepared by the City Manager or his designee.

There shall be provided on the agenda an opportunity for the public to address the Council, board, or committee on any item on the agenda in addition to public hearings.

Public Input: Addressing Council, Board, or Committee, Manner, Time

Members of the public shall be given a reasonable opportunity to be heard on a proposition that is on the agenda before the Council, board, or committee. The opportunity to be heard need not occur at the same meeting at which official action is taken on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which the official action is taken.

A person wishing to speak shall approach the podium when the Chairperson calls for public comment.

The person speaking shall first state their name.

All remarks shall be limited to no more than three minutes, unless the Chairperson extends the time.

Remarks shall be addressed to the Council, board, or committee, as a body and not to any specific member.

Representatives of groups or factions on a proposition being considered are encouraged to address the Council, board, or committee, on behalf of such groups or factions, at meetings in which many individuals wish to be heard.

Any person shall be entitled to submit written comments for consideration by the Council, board, or committee on any item on the agenda and may indicate his or her support, opposition, or neutrality on a proposition, and may indicate his or her designation of a representative to speak for him or her or his or her group on a proposition. Written comments submitted shall be considered and entered into the record of the meeting. **In the event of continued disruptive behavior, a person may be suspended from attending City Council meetings for a period of time by majority vote of the members present. Nothing in this policy shall prevent the City from pursuing any other remedy available at law for intimidating, threatening, or violent behavior.**

Physical props, visual or demonstrative aids, easels, noisemakers, and other disruptive devices are prohibited unless authorized by vote of the City Council.

The above requirements governing public input are not required for the following actions:

- (a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or Council to act;
- (b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- (c) A meeting that is exempt from s. 286.011, Florida Statutes;
- (d) A meeting during which the board or Council is acting in a quasi-judicial capacity.

This paragraph does not affect the right of a person to be heard as otherwise provided by law.

No person, other than members of the Council, board, or committee and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, board, or committee, without the permission of the presiding officer. No question shall be asked of a member of the Council, board, or committee except through the presiding officer.

At regular meetings of the City Council, public comment on agenda items shall be invited by the City Council as each item is considered by the Council. The City Council shall set aside a period at the beginning or end of each meeting to invite public input on matters of City concern that were not included on that meeting's agenda (a "Non-Agenda Comment Period").

Following the conclusion of any Non-Agenda Comment Period, the Chairperson shall provide the City Manager, or his or her delegee, and each member of the Council the opportunity to respond to any comments received. The City Manager may, in his or her discretion, elect to provide a subsequent written response to any comment which shall be provided to the City Council, the City Clerk, and included in the minutes of the meeting.

No person who has made remarks on a matter shall be allowed to make additional comments on that same matter except with the permission of the presiding officer. The Chairperson shall close the public's input portion of the meeting upon the conclusion of the last speaker's comments. No additional public input shall be allowed, except in specific response to questions by members of the Council, board, or committee, or if an extension of time for public comment is approved.

Any person who after being warned disrupts or interrupts a public meeting using profane language, threat of physical violence or intimidation, impertinent remarks, or exhibits loud, boisterous, hostile, or threatening behavior, may be removed from the meeting room by a City police officer at the direction of the Chairperson.

Any person who disrupts or interrupts a public meeting on more than one occasion may be required by majority vote of the members present to thereafter submit their input, remarks, or comments in writing.

Cell Phones, Cameras, Video, Recording Devices.

Cell phones shall be in silent mode in the chambers of any public meeting. The use of cameras, video equipment, digital recording equipment, including television and motion-picture cameras, electronic sound-recording devices, and any other mechanical or electrical recording device, shall only be used in such a manner as will cause a minimum of interference with or disturbance of the proceedings as determined by the presiding officer. **Audio/visual recording devices larger than a cellular phone and any associated equipment shall be restricted to an area of the City Council's chambers designated by the City Manager for use of such devices.** The City Manager may restrict the location of the use of such devices to a particular area in the chambers of any public meeting room.

Voting

Voting. Unless otherwise provided by law, ordinance, or statute, when the Council, board, or committee has finished discussion and is ready to vote, the Chairperson shall call for the vote, and there shall be no further discussion by any member voting. Each member shall vote yes or no, and silence shall be considered a "yes" vote. When a matter is brought up for a vote on a motion to approve it and the motion fails, the status quo ante shall be maintained, and the matter shall be considered denied. Such a vote shall not preclude a subsequent motion at the same meeting to approve the motion with modifications.

Roll Call. Upon any roll call, there shall be no discussion by any member prior to voting, and each member shall vote yes or no.

Written Ballots. The Council may at the discretion of the Chair vote by written ballot, the results of which shall be announced by the City Clerk for each vote cast, including how each Councilmember voted.

If necessary, the Council will vote in successive rounds until one nominee receives a majority vote. For each round of voting, those candidates not receiving votes shall be eliminated from consideration.

Appointments

For all vacancies of any position appointed by the vote of the Council, the City Clerk shall advertise the vacancy on the City's designated website for at least two weeks. Prior to the deadline for applications, sitting members of any appointed board or committee shall inform the City Clerk, in writing, of their willingness to continue to serve on said board or committee.

Rules of Debate

As to the Chairperson. The Chairperson may make or second any motion after relinquishing the Chair. The Chairperson shall not resume the Chair until after the Council has acted upon the matter under consideration.

Getting the Floor, Improper References to be Avoided. Every member desiring to speak for any purpose shall address the Chairperson and, upon recognition, shall confine discussion to the question under debate.

Interruption. A member once recognized shall not be interrupted when speaking unless it is to call that member to order. If a member while speaking is called to order, the member shall cease speaking until the question of order is determined by the

Chairperson; and, if in order, the member shall be permitted to proceed. Any member may appeal to the full Council, board, or committee the decision of the Chairperson upon a question of order, whereupon without debate, the Chairperson shall submit to the Council the question, "Shall the decision of the Chairperson be sustained?" And the matter shall be resolved by a majority vote of those present at the meeting.

Privilege of Closing Debate. Any member may move to close debate and call the question on the motion being considered which shall be non-debatable. By request of a member, the members shall be polled to decide whether debate may be reopened.

Committees

Whenever the Chairperson deems it necessary or desirable that the Council, board, or committee, shall be represented at meetings, conferences, or other occasions involving other governmental entities, agencies, officials, or groups, or non-governmental organizations, or departments, agencies, or officials of the City government, the Chairperson may nominate a member to represent the Council, board, or committee at the meeting, conference, or other occasion, with the consent of the nominated member. Such representative shall have no power to act for or on behalf of the Council, board, or committee or to make any commitment or binding obligation on behalf of the Council or the City. Such representatives may report to the Council, board, or committee regarding such meeting, conference, or other occasion.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Keith Meyerl, Parks & Recreation

2. MEETING DATE:

August 22, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends that the Council: 1) approve the purchase of a Toro Field Pro 6040 with Laser Grader Package in the amount of \$52,691.63 from Jerry Pate Turf and Irrigation, Inc. under the terms and conditions of the Sourcewell Cooperative Purchasing Agreement #031121, and 2) authorize a budget amendment to reflect the receipt of funds for the purchase from the TDC as well as appropriate such funds for the purchase of the equipment.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** No

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health

Quality of Life

Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Frank Brown Park Athletics Baseball/Softball Complex is comprised of (10) diamond ballfields with clay infields and Bermuda turf outfields. Parks and Recreation Staff perform all infield and turf maintenance on the ballfields. The Park hosts over 30 multi-day sports tournaments, City recreational baseball leagues, and rents the fields for various baseball and softball travel teams throughout the year. Regular grading of the infields where the clay transitions into the outfield turf is required. It is recommended that laser grading be performed at a minimum of once a year on each of the clay infields. The process requires cutting "lips" where the clay reaches the outfield, adding infield clay, mixing the old and new clay together, and leveling the clay. This type of grading is specialized, requiring the use of a laser grader and a knowledgeable operator to provide the most level ground possible with the absence of any low or high spots that may hold water or pose a trip hazard. In the past, this grading has been performed using a bulldozer with a laser attachment by an operator who has since retired from the City. Contracting this service would cost \$10,000-\$12,000 per field. The Toro Field Pro 6040 with the Laser Grader Package is a more compact machine which would allow Parks Staff to perform laser grading in house, allowing it to be done on a more regular basis and reducing the down time required for laser grading with a bulldozer. This machine allows Staff to meet the critical need of laser grading fields, and the purchase is fiscally prudent since the service will no longer need to be contracted to an outside vendor.

Staff was able to secure a quote from Jerry Pate Turf & Irrigation for the purchase of the Toro Field Pro 6040 with the Laser Grader Package utilizing Sourcewell Cooperative Agreement #031121.

Funding for this purchase is being provided by the TDC which agreed to pay for \$200,000 towards various expenses that will benefit the maintenance and upkeep of the Ballfield Complex at Frank Brown Park. Contract documentation, a quote, and the budget amendment are provided for review.

Staff recommends approval of the purchase.

[Res 24-172.Jerry Pate.Toro Purchase.BA40.pdf](#)
[Exhibit A Laser Grader Quote.pdf](#)
[Exhibit B Signed Contract 031121.pdf](#)
[Exhibit C FY 2024 BA #40.pdf](#)

RESOLUTION NO. 24-172

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A TORO FIELD PRO 6040 WITH LASER GRADER PACKAGE FROM JERRY PATE TURF & IRRIGATION, INC., FOR THE PARKS AND RECREATION DEPARTMENT IN THE TOTAL AMOUNT OF \$52,691.63; AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT GOVERNING THAT PURCHASE; AND AUTHORIZING A BUDGET AMENDMENT.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf & Irrigation, Inc., for a Toro Field Pro 6040 with a Laser Grader Package in the total amount of Fifty-Two Thousand Six Hundred Ninety-One Dollars and Sixty-Three Cents (\$52,691.63) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.
2. By accepting the proposal referenced above, the City agrees to be bound by the same terms and conditions as were obtained by Sourcwell through an advertised, competitive bidding process, Contract No. 031121, in the form **attached** as Exhibit B.
3. Budget amendment #40 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, to reflect additional funding pledged by the Bay County Tourist Development Council, and to appropriate money for this purchase in accordance with the budget amendment **attached** as Exhibit C.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of August 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettermer, Mayor

ATTEST:

Lynne Fasone, City Clerk



Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
301 Schubert Drive
Pensacola, FL 32504
800-700-7001
850-484-8596 (fax)
www.jerrypate.com

DATE: July 25, 2024
EXPIRATION DATE: Valid 30 Days

Exclusively For: City of Panama City Beach-Frank Brown Pa
Attn: Cheryl Joyner/Joe Creeden
110 S Arnold Road
Panama City Beach, FL 32413
[Ph#] 850-258-4954
[Fax#]
[Customer Acct#] 219730
[Email] jcreeden@pcbgov.com

Proposed Order

Account Executive: Ben Wilson
850-393-4556 Cell
bwilson@jerrypate.com

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	MSRP	Unit Price	Extension
Pricing Reflect The Sourcewell Contract Discount Sourcewell Customer # 031121					
1	08839	Toro Field Pro 6040 25 hp Kohler Command Pro	\$52,597.00	\$ 41,025.66	\$ 41,025.66
1	08854	Field Pro MultiTool			
1	08865	Laser Level Installation Kit			
1	08751	QAS Tooth Rake			
1	08754	QAS Finish Grader (Box Blade)			
1	08756	QAS Drag Mat Carrier System			
1	08761	QAS Nail Drag			
1	08757	Steel Drag Mat			
*Futura Laser Kit not on Contract Discount					
1	TFP6040-EG1M	Futura Toro Laser Grading Kit	\$ 4,115.00	\$ 4,156.15	\$ 4,156.15
1	Kit-EG1M-Toro	Toro Field Pro Accessory Kit			
1	CB-EG1(M)	EG1-M Metal Control Box			
1	RC-EG1(f)	EG1 Receiver 7"			
1	EG-Mast-4	Manual Mast 4'			
*1% Handling included in Unit Price					
1	DGLP-Standard	Futura Dual Grade Laser Package - Standard	\$ 3,225.00	\$ 3,257.25	\$ 3,257.25
1	313990748	Topcon RL-SV2S (alkaline battery) Dual Grade Laser			
1	210678-185	NEDO Machine Control Tripod (up to 116")			
1	06-816C	16 ft Aluminum Grade Rod (ft/inches)			
*1% Handling included in Unit Price					
				Subtotal \$	48,439.06
				Non-Contract Freight-In \$	150.00
				Setup \$	2,051.28
				Destination \$	2,051.28
				Total Proposal \$	52,691.63

Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
Ask your Account Executive for more information today!

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return _____
Signature _____ Date _____
Print Name _____ Title _____

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com



**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control (including either pandemic or epidemic). A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds. . The Participating Entity must provide advance notification to Vendor if federal funds are being used for the purchase.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference. [Note - Vendor operates under California law and does not participate in or file Affirmative Action Plans.]

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. [Note – Vendor’s products are not manufactured domestically and do not satisfy the second element of the Buy American Act test for domestically manufactured products.]

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

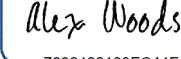
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:20 PM CDT

Kubota Tractor Corporation

DocuSigned by:

7839492180EC44E...
By: _____
Alex Woods
Title: Vice President
Date: 4/28/2021 | 9:39 AM PDT

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 4/28/2021 | 12:30 PM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: Kubota Tractor Corporation
Address: 1000 Kubota Drive
Grapevine, TX 76051
Contact: Mike Spillars
Email: mike.spillars@kubota.com
Phone: 817-532-5592
HST#: 95-2801513

Submission Details

Created On: Thursday January 21, 2021 09:29:17
Submitted On: Thursday March 11, 2021 13:37:19
Submitted By: Rusty Pugh
Email: rusty.pugh@kubota.com
Transaction #: e816d383-5749-427b-85c2-950c6dca68cc
Submitter's IP Address: 74.84.168.187

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Kubota Tractor Corporation	*
2	Proposer Address:	1000 Kubota Drive Grapevine, TX 76051	*
3	Proposer website address:	www.kubotausa.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Alex Woods Vice President 1000 Kubota Drive, Grapevine, TX 76051 alex.woods@kubota.com PH: 817-756-1171	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rusty Pugh National Accounts Manager, Municipal and New Business 1000 Kubota Drive, Grapevine, TX 76051 rusty.pugh@kubota.com 817-716-3587	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Spillars National Accounts Business Development Manager 1000 Kubota Drive, Grapevine, TX 76051 mike.spillars@kubota.com 817-532-5592	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Who Kubota is, and will continue to be, is summed up in this statement; Kubota is passionate about, and dedicated to food, water, and life. Gonshiro Kubota demonstrated this with the founding of Kubota in 1890 as a casting company to serve a critical need for safe drinking water. In 1893 Kubota produced the first ever domestic cast iron pipes. Following WWII food was in short supply in Japan. Kubota developed the cultivator, a pioneering piece of equipment in the mechanization of agriculture and the revolution of the production of food. With small villages in Japan suffering from labor shortages, Kubota developed our first tractor to provide a stable and abundant food supply. In 1969 Kubota Corporation filled a void in sub-compact tractors by introducing its first tractor into the United States. The Kubota Tractor Corporation was formed in 1972 as a privately held corporation of Kubota Corporation, Osaka, Japan. It has been growing and expanding its offering in the United States ever since. Kubota Tractor Corporation serves Kubota Corporation as distribution in the United States for Kubota equipment. This includes all the products serving this contract in turf mowing and grounds maintenance equipment, tractors, and attachments, as well as compact construction equipment which includes excavators, skid steers, backhoes, wheel loaders and utility vehicles. Additionally, Kubota Corporation has a wholly owned subsidiary in Canada (Kubota Canada Limited "KCL"). KCL supports Canadian sales and distribution. Innovating products since 1890, Kubota continues today to innovate and bring new products and technology into the marketplace. One example is Kubota's revolutionary common rail system with exhaust gas recirculation (EGR), and diesel particulate filter (DPF) muffler. This combination produces more torque at low rpm's with less emissions and better fuel efficiency. This innovation is used across our products where possible. Another example is our inventive glide steer technology, found on our GR series of mowers. These mowers also feature Reverse Awareness Systems (KRS) for additional safety when mowing in reverse. These are but a few examples in action of Kubota's philosophy of creating new and innovative products that are dedicated to preserving our environment and life. Kubota continues to innovate and serve its customers today with the number one selling sub-compact tractor, mini excavator, diesel utility vehicle, and diesel engine in the United States along with a varied and respected product offering. Kubota's core values of dedication to food, water and life are tied to serving our customers. Our company is committed to working for the development of society by drawing on all our capabilities and know-how to offer superior products and technologies. Kubota's business philosophy and primary objective is not sales and profits, rather, to win the trust of our customers and contribute to society in a growing number of ways. Everything we do is for the customer and this can be seen below in the "Kubota Promise". - Produce state of the art, quality products - Lead the industry in engineering and technological firsts - Respect the environment and protect our customer's safety - Provide uncompromising service - Listen and respond to the customer's needs - Value each customer relationship with integrity and respect - Support professional dealers and retailers - Manage with vision and leadership Since our founding in 1890, Kubota continues to be a global leader in the products we produce and the markets we serve. Food, water, and the environment are indispensable for human beings. Kubota is looking to the future to support earth and humanity. By contributing products, like the utility vehicles in this proposal, and creating a superior living environment through superior products, technologies, and services, Kubota is living out its core values and business philosophy of being passionate about, and dedicated to food, water, and life.
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8	What are your company's expectations in the event of an award?	If awarded the Sourcewell contract number 031121, Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Kubota will position Sourcewell as our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development makes our Sourcewell contracts a focus for sales growth throughout the United States and Canada. Kubota is committed to supporting Sourcewell members wherever they are located at a level that meets and exceeds their expectations. Kubota will build into dealer training meetings, Sourcewell member aftersales support, and marketing direction to ensure success. We will engage our 1,100 dealers to promote our contract, and support Sourcewell members to the greatest extent possible. Kubota will engage government entities in the adoption of our Sourcewell contract in place of establishing individual government contracts. Kubota and the National Account Manager for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support. Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talkin' Tactics Webinars, etc.) into dealer education and business development. Lastly, Kubota's expectations are when Sourcewell members reach out to their local Kubota dealer, the dealer knows who they are and how they can help.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Financial information has been attached. These documents include general information such as Dun and Bradstreet number and Federal I.D numbers as well as more specific financial information such as creditors and banking information. Beyond the numbers is more tangible evidence of strength and stability. Kubota can demonstrate this financial strength and stability in multiple ways. Kubota pays dividends on its stock. Dividends attract long-term investors and offering them is a sign of financial stability. Additionally, in 2020, Kubota announced a multi-year strategic alliance with Microsoft. Kubota is migrating its IT infrastructure and SAP mission-critical systems onto Microsoft's trusted cloud platform. This investment in long-term company infrastructure streamlines business operations, accelerates innovation, and shifts towards a solution provision model. Furthermore, this investment not only demonstrates financial strength and stability, it allows Kubota to develop AI-based solutions for businesses in the area of food, water, and the environment. Kubota Tractor Corporation's parent company, Kubota Corporation, carries an AA- issuer rating as well as a Long-Term Issue rating of AA-. This very high credit worthiness is supported by excellent factors. The short-term rating is a-1+. This rating denotes a high certainty of fulfillment of short-term obligation. In closing, a copy of the most recently available full year financial report has been included in documentation.	*
10	What is your US market share for the solutions that you are proposing?	Kubota has approximately 34% market share for the solutions being proposed.	*
11	What is your Canadian market share for the solutions that you are proposing?	Kubota's Canadian market share data mirrors that of the United States.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Kubota has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Distributor. Kubota Tractor Corporation was incorporated under the laws of the state of California and is a wholly owned subsidiary of the holding company Kubota North America Corporation which is wholly owned by Kubota Corporation, a Japanese Corporation. Kubota Tractor Corporation and Kubota Canada Ltd sell Kubota equipment to the Kubota dealer network of over 1,100 independently owned Kubota dealerships. These dealers service and sell Kubota products in all 50 states and throughout Canada.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	No licenses and certifications are required to be held by Kubota. However, our commitment to environmental excellence is witnessed in achieving our ISO 14001 environmental certifications. ISO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. ISO 14001 certification is an environmental certification issued by the International Organization for Standardization. Additionally, all divisions have achieved ISO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification. Certifications demonstrate Kubota's commitment to excellence in quality in design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. It is these kinds of actions that result in Kubota's operational excellence and our certifications.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None. There have been no suspensions or debarment in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 • Landscape Business "Twenty for 2020 New Products Award • Pro Tool Innovation Awards – SZ series stand-on mowers • Rental Equipment Register 2020 "Innovative Product Award" – SVL65-2 • Pro Tool Innovation Awards – RTV-XG850 • Diesel International "Diesel of the Year" V5009 – first ever won by a Japanese manufacturer for this European award • "2020 Machine of the Year" Agraheute Audience Choice Award– M7003 • Georgia US Department of Economic Development GEAR Award Transportation Equipment Manufacturer of the Year. 2019 • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports (ranked number one every year since 2004). • The North American Dealers Association (NAEDA) Dealers-Manufacturers survey has ranked Kubota number one, six years in a row. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Kubota obtained the highest rated "A-List Company" in "CDP Water Security Program". The CDP is an international non-profit organization that conducts researches against companies and governments to reduce greenhouse gases and emissions. • Equipment Watch - Kubota U35-4 compact excavator wins Highest Retained Value Award. • Excellence Award in Environmental Reporting - 23rd annual Environmental Communication Awards co-sponsored by the Japanese Ministry of the Environment and the Global Environment Forum. 2018 • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • Environmental Technology and Project Award presented by the Environmental Engineering Committee of the Japan Society of Civil Engineers. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Excellence Award - CASBEE Sakai Environmental Building Awards for promoting environmentally buildings. • BLUE PROPER Award - Environment Minister Indonesia. This rating is only for companies found operating 100 percent in compliance with environmental regulations. • Green Award - Kubota Environmental Engineering (Shanghai) - Chinese Environmental Conference. • KBS Kubota Co., Ltd. - Environmental Contribution Award presented at the 2018 Logistics Awards sponsored by the Japan Institute of Logistics Systems. • Excellence Award in Environmental Reporting - 22nd annual Environmental Communication Awards co-sponsored by the Japanese Ministry of the Environment and the Global Environment Forum. 2017 • AE50 Outstanding Innovation Award – RTV X1140 Utility Vehicle • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Green Industry Award from the Thai government. • Kubota obtained the highest rated "A-List Company" in "CDP Water Security Program" in 2017. The CDP is an international non-profit organization that conducts researches against companies and governments to reduce greenhouse gases and emissions. • AGRITECHNICA 2017 – Vicon Extra 7100T GEOMOW – Machine of the Year. • iF International Forum - Design Award – M7001 series 2016 • Japan Institute of Design Promotion – FY2016 Good Design Award. • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • OEM Off-Highway Research – Worlds #1 selling compact excavator.	
17	What percentage of your sales are to the governmental sector in the past three years	Government and education collectively comprise approximately 45% of Kubota's national accounts program reporting.	*
18	What percentage of your sales are to the education sector in the past three years	Government and education collectively comprise approximately 45% of Kubota's national accounts program reporting.	*

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcwell cooperative purchasing contract – 2020 - \$34.5mm, 2019 - \$33.8mm, 2018 - \$26.3mm BuyBoard – 2020 - \$8.03mm, 2019 - \$9.9mm, 2018 – no contract HGAC cooperative purchasing contract - 2020 - \$306k, 2019 - \$595k, 2018 - \$656k MAPO cooperative purchasing contract - 2020 - \$1.4mm, 2019 - \$1.7mm, 2018 - \$1.16mm Louisiana state contract - 2020 - \$199k, 2019 - \$3.4mm, 2018 - \$3.41mm Oregon state contract - 2020 - \$396k, 2019 - \$1.2mm, 2018 - \$860k New York state contract (adopted Sourcwell contract, volume is included in Sourcwell totals) Pennsylvania state contract - 2020 - \$2.07mm, 2019 - \$2.2mm, 2018 - \$44k	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Kubota has multiple dealers holding General Services Administration contracts and can be found on https://www.gsaadvantage.gov/advantage/ws/main/start_page?store=ADVANTAGE . While dealer overall sales volumes are visible to Kubota, dealer GSA sales volumes are not reported Kubota.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Lodi Unified School District	Eric Wise	209-712-6346	*
Eugene Water and Electric Board	Gary Lentsch	503-484-2411	*
Samaritan's Purse	Matt Libby	207-551-8292	*
New York State Natural Heritage Trust	Bill Bohach	631-323-2440	
Auburn University	Malcomb Pegues	251-928-2740	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village of Holley	Government	New York - NY	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$763,406	*
Miami Dade Parks and Recreation	Government	Florida - FL	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$498,766	*
City of Greensboro	Government	North Carolina - NC	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$384,395	*
Town of Fallsburg	Government	New York - NY	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$355,798	*
City of Athens	Government	Alabama - AL	Construction and grounds maintenance equipment - Kubota equipment purchases	\$25,000-\$50,000	\$342,345	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Kubota's sales force is strong and contains employees of our company as well as that of our dealer network numbering over 1,100 locations. Sales coverage is in place for all 50 states as well as Canada by both our dealers and Kubota commercial sales team. Our typical dealer averages four sales representatives leading to dealer sales representation that conservatively averages over 4,000 representatives. Kubota in Canada has 154 dealer locations with similar sales force averages. Additionally Kubota directly employs 51 region sales managers, five district sales managers, and five division sales managers. This Kubota sales force is essential for educating and instructing dealers in promoting and supporting government and education entities. This combined sales effort will also drive new Sourcewell member growth and engagement.	*
24	Dealer network or other distribution methods.	Kubota has five divisions in the United States that is served by three distribution warehouse in Georgia, Kansas, and California. These centers serve and support over 1,100 Kubota dealers serving all fifty states in the United States. In Canada, Kubota has 154 dealers who serve all of Canada.	*
25	Service force.	Kubota places a high level of importance on quality, dependability, and service support. In fact, Kubota dealers average over twice as many service technicians as sales representatives. With each Kubota dealer averaging 9 service technicians, Kubota's dealer network averages over nine thousand service representatives in the United States. Many of these have mobile service vehicles. Kubota's Canadian dealer network has similar averages of service technicians in its 154 dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. This factory training is facilitated by the Kubota corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Kubota has created a one-step process for customer service for Sourcewell members. Sourcewell members with one call or email can easily access parts, service, warranty work, or training locally with their servicing dealer. Kubota dealers are ready to make the process simple and quick for Sourcewell members. Dealers are responsible to in turn work with Kubota directly to provide the best parts and service turnkey solution for Sourcewell members. Our customer service model places the responsibility on the dealer, not the Sourcewell member, to understand and deal with the processes behind the scenes. Kubota's high expectations of its dealer networks extend to customer service and helping Sourcewell members with this quick and easy customer service process.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kubota will provide service and support to Sourcewell members in all 50 states in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide to Sourcewell members service and support in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic restrictions in the United States or Canada. There are no participating Sourcewell entities that Kubota will not be fully serving.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating Sourcewell entities that Kubota will not be fully serving. Kubota will support all Sourcewell members equally and fully.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Growth in government, non-profit, and education verticals has become a priority for Kubota corporately. Part of our strategy to grow these verticals is to track performance in these areas. Performance is now measured and is a key performance indicator for the Kubota corporate and region sales team and incorporated into their individual management plans. This demonstrates Kubota's commitment and desire for marketing our Sourcewell contracts locally, regionally, and nationally. We will leverage our extensive dealer network and corporate sales team to promote Sourcewell at all levels. For local marketing, Kubota will ensure our 1,100 plus dealers are made aware immediately of this contract if awarded. An electronic dealer sales bulletin will be issued that will update our entire dealer network as soon as possible. This puts several thousand Kubota dealer sales team members into motion marketing our contract locally if a contract is awarded. Further, Kubota will incorporate the new Sourcewell Supplier Portal into our dealer training and encourage dealers to utilize this tool. This portal will help our dealers sales teams as well as Kubota's corporate sales team get what they need, when they need it for information regarding our Sourcewell contracts. Engaging and supporting our dealers will drive marketing Sourcewell on a local level. Kubota's in-house, full-time marketing team will assist in creating engaging marketing materials as needed for dealers. Setting up dealers for success will ensure successful marketing at the local level. To this previous point, dealer training will be a priority in marketing this contract. We will incorporate this contract, if awarded, into our web-based dealer training. An important part of this training is leveraging our dedicated web-based dealer quote tool specifically designed for our Sourcewell contracts. This quote tool is prepopulated by Kubota with the agreed upon products and pricing to help eliminate errors in pricing to Sourcewell members. This helps dealers focus solely on marketing to Sourcewell members and building quick and accurate turn-key solutions. Part of contract engagement is also making our dealers aware of and encouraging dealers to participate in local Sourcewell events. Our corporate national accounts team attends local, regional, and national Kubota dealer meetings to market Sourcewell and make sure our dealers are fully equipped to support Sourcewell members. Kubota corporately will take ownership of marketing Sourcewell on a regional and national basis. Our dedicated National Account Manager for Municipal and New Business will drive our marketing, promoting, and supporting events in government entities; public and private, K-12 schools, colleges, universities, and non-profit organizations. Kubota is an eco-system of high expectations. We will carry these high expectation into marketing Sourcewell solutions.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Kubota has integrated digital resources into dealer training and education to support current Sourcewell contracts and this current proposed solution. Training videos are available online to help dealers understand and identify how to serve Sourcewell members and grow our business utilizing the Sourcewell contract. Dealers are instructed in how the process works and can be integrated into their individual dealer sales plans. Additionally, we have created dealer facing quotation tools dedicated to our Sourcewell contract to ensure ease of use and accuracy of information provided to Sourcewell members.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Kubota views Sourcewell as a partner in promoting a contract that would arise from this RFP. Kubota's experience is in the products, services and turnkey solutions we have created for the Grounds Maintenance contract. Sourcewell's experience is in facilitating competitive solicitations leading to solutions that empower community success. This partnership between Sourcewell and Kubota would deliver a world class, turnkey solution to Sourcewell members if a contract arises from this RFP. Sourcewell is our partner for contract adoption, promotion, and education. Kubota will partner with Sourcewell in seeking state adoption and acceptance of Sourcewell solutions. Sourcewell partnering with us in GTKU's has been and will continue to be effective in dealer sales education. We expect Sourcewell to continue creating content and marketing material we can use to promote Sourcewell in general and our solution specifically. We expect Sourcewell to continue engaging our dealers in person at our annual dealer meetings. Lastly, we will continue to expect to rely on our contract manager for input and guidance regarding our solutions. We expect a partnership in promoting, educating, and engagement so both organizations grow together.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	An e-procurement system is not currently in place. However, Kubota does use an e-quoting tool to ensure speed and accuracy for Sourcewell members. The complexity and customization involved in building solutions for Sourcewell members requires a consultative approach to best design individualized solutions for Sourcewell members. Working with dealers to fully understand the local terrain and environment, as well as taking advantage of the expertise of our local dealer network best serves Sourcewell members. The ability to use local dealers to tailor local member requirements with the available products, options, and services for Sourcewell members provides a distinct advantage over e-procurement.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is available for all products found in this contract through our dealer network. Training is tailored to the Sourcewell member's existing knowledge and requirements. Operator training is provided for every member upon delivery of each product. More advanced levels of training are available upon request. Other training such as additional on-site training may be requested by Sourcewell members. This training may be discussed with dealers and provided as an additional line-item in a Sourcewell member quote.
37	Describe any technological advances that your proposed products or services offer.	Innovation in technology is common and ongoing within our company. Kubota utilizes fuel efficient engine systems (water cooled diesel common rail systems and gasoline EFI). This is advanced electronic fuel injection systems which is an advancement from carburetors. EFI systems are more fuel efficient, constantly adjusting for air to fuel ratios. This burns less fuel and creates less pollutants and waste. Kubota also uses electronic fuel injection, otherwise known as common rail systems, in our diesel engines. Common rail systems and our Kubota Eco-Plus system prioritizes fuel economy, lowers noise and excess vibration providing for the health of the operator and our environment. Because of our technological advances, many of our competitors choose to use Kubota engines in their products. Concerning lawn, garden, and grounds maintenance care, Kubota's mulching systems on all products improve grass health, not requiring disposal. Kubota's technological advances are focused on fuel efficiency, reducing waste, pollution, and improving not just products performance, but improving our environment.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Kubota's has a deep commitment to green initiatives. In 1995 Kubota began the internal Environmental Audit System for environmental protection in accordance with standards stricter than existing laws and regulations and towards continuous environmental improvement. All domestic establishments achieved ISO 14001 environmental certifications from the International Organization for Standardization. In 2010 Kubota was certified as an Eco-First Company by Japan's Ministry for the Environment. The Kubota Group has established a Kubota Group Environmental Charter as well as involvement with environmental conservation activities and setting medium and long-term environmental conservation targets. These targets have resulted in actions that have achieved results. 2019 in comparison to 2014 has achieved the following results. CO2 emission per unit produced has been reduced by -17.1%. Energy use per unit of production was reduced by -14.3%. Waste discharge has reduced by -10% per unit of production. Water consumption per unit of production was reduced by -19.5%. VOC's (volatile organic compounds) was reduced per unit of production by -38.1% Our long-range plans and immediate actions of the present demonstrate Kubota's commitment to reducing CO2 and VOC emissions, reducing waste, conserving water, and preserving our environment. "For Earth, For Life", it is more than our motto, it is what we do. https://www.kubota.com/sustainability/environment/active/index.html
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All products in the proposed solution meet or exceed the highest applicable Environmental Protections Agency requirements and certifications.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	No proposal for this section.

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	A unique attribute to Kubota is its blending of commitment to the environment with its commitment to improving our products. Progress and advancements in technology, design, and safety enhancement, go hand in hand in product improvements with environmental considerations in mind. Kubota designs safety into our products. 3M activity or method, man, machinery is employed in our design. Further, ISE or inherently safe equipment is a better choice compared to machinery lacking similar design considerations. This is, machinery designed with fewer ways of causing harm. Seeking continuous improvement is foundational to Kubota's philosophy and practice. Our company employs DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence and continuous improvement. 5-gen and PDCA (plan, do, check, act) continuous improvement is used in manufacturing and operations. Hydrostatic power steering, common rail systems, and reverse awareness systems and cameras, are just a few of the many, many features, all introduced and interwoven as a result of a focus on enhanced safety, performance, and concern for the environment. This is a unique attribute in our industry. Lastly, Kubota manufactures and/or markets products in more than 130 countries. This footprint that extends around the globe allows our company to pool "best practices" from across many languages, cultures, and geographic regions. We pool these ideas and innovations and share them across the entire business. This unique attribute of viewing people, products, and the environment as interrelated and global, is a unique attribute shared with Sourcewell members. Kubota is more than part of a supply chain; Kubota is part of a global value chain.	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes. Warranty documents providing detail are included in this proposal.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details are provided in the warranty guide. The warranty guide is fully instructive in warranty details. Abuse and neglect for example are not covered under warranty.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not under the coverage of warranty. However, if Kubota issues a recall there may be reimbursement for travel time and/or mileage paid to the dealer/technician.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Every authorized Kubota dealer is required to have one factory trained technician on staff. With 1,100 dealers in the United States with coverage in all 50 states as well as 154 dealers in Canada, Kubota dealers are well positioned to serve Sourcewell members with factory trained technicians. Kubota dealers are responsible to service and support all sales made by the dealer. Service for warranty repairs for Sourcewell members are made by the servicing dealer. Should, on a rare occasion, a dealer have difficulty due to remoteness or other circumstance, Kubota and the servicing dealer will work together to find resolution.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No items in our proposal are made by other manufacturers. Kubota is the sole manufacturer for all products in our proposal. All Kubota products are covered by a Kubota warranty.	*
47	What are your proposed exchange and return programs and policies?	All sales are final. However, at its discretion, Kubota may choose to work with a Sourcewell member if they purchase a product that is not matched to their needs. Kubota reserves the right to accept or deny any request for returns or exchanges. Please note, Kubota's number one dealer rating six years in a row by The North American Dealers Association (NAEDA) Dealers-Manufacturers survey speaks to our ability and willingness to resolve most any issue that arises. Lastly, any items found to be warrantable will be provided for under the terms of the warranty statement.	*
48	Describe any service contract options for the items included in your proposal.	Service contract options will be quoted as Open-Market items by local Kubota dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Terms of sale are net thirty days.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Kubota offers financing and leasing options to Sourcewell members through Kubota Credit Corporation.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The proposed order process is established to best support Sourcewell members by letting members work closely with their local supporting Kubota dealers throughout the order process. Kubota dealers are included in our response. The process flow below describes both the Sourcewell member order process as well as the internal order process between Kubota and dealers. Sourcewell member process flow: • Sourcewell members contact their local Kubota dealer or Kubota Tractor Corporation directly for a quote. Additionally, Kubota dealers proactively marketing the Sourcewell contract may become aware of a need or quote request. If non-Sourcewell members request a quote, dealers have been instructed how to help prospective and qualifying non-members become a Sourcewell member. • The local Kubota dealer will provide the existing or new Sourcewell member with a Kubota authorized Sourcewell quote. This quote is created using the Kubota authorized dealer quote tool. • If Sourcewell members decide to move forward and acquire a Kubota product, Sourcewell members will issue a purchase order made to the Kubota dealer. • The servicing dealer will fulfill the order either from their dealer inventory, or the dealer will order the product from Kubota in the event the product is not located in the servicing dealer inventory. • The product is shipped to the Kubota dealer for the required inspections and any preparation needed for the Sourcewell member. • Delivery is coordinated with the Sourcewell member and upon delivery, operating instructions are reviewed and dealers assist with all needs and questions by the Sourcewell member. Sourcewell member satisfaction is ensured before the process moves on. The process continues and turns internally between Kubota and dealers. Kubota/Dealer process flow: • Dealers will settle the purchased unit indicating the sale is to a Sourcewell member in order to receive credit for the sale. • The supporting dealer will provide Kubota the quote as well as the Sourcewell member purchase order for reference. • Kubota will create quarterly reports for dealer sales to Sourcewell members. Kubota will submit this report to Sourcewell quarterly. • Kubota makes payment to Sourcewell based on the agreed upon administrative fee. For reference, this process is the currently established process for Sourcewell contract 040319.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Kubota dealers may, at their discretion, accept the P-card procurement and payment process. Kubota encourages dealers to accept the P-card and encourages Sourcewell members to consult with their local supporting dealer for participation.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step. The discount from published list price is as follows: Tractors B series – 22% BX series – 22% L series – 22% M series – 22% Turf F series – 22% GR series – 22% T series – 22% Z series – 22% TLB series - B26, L47 & M62 – 22% Land Management Disc mowers – 22% Rotary tedders – 22% Rotary rakes – 22% Spreaders – 22%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota offers best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Requests for open market “sourced” or non-standard items can be added to Sourcewell members quotes at their request. Acceptance of these quoted sourced/non-standard items will be at the discretion of Sourcewell members.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-delivery inspections and freight will be shown on all Sourcewell member quotes to ensure complete costs transparency prior to acquisition. These items will be shown clearly as line items on the quote form. All common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rate will vary due to regional economic differences (e.g. Seattle, WA labor rates are typically higher than Greenville, SC). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor rate relative to \$100/hr. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Sourcewell members quotes prior to solution acquisition.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be shown on every Sourcewell member quote prior to acquisition. Kubota's proposed solution includes many various models with great weight and size disparities (e.g. a BX1880 tractor weighs 1,407lbs, an M6 tractors weighs 11,387lbs). These will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, Canada, and wherever Sourcewell members are located. A flat rate charge to ensure costs are covered would be prohibitively and artificially high. Our solution is a freight pricing model of showing freight charges tailored by size, model, weight, to a specific location. This solution best address the logistical variances in supporting all Sourcewell members equally.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight pricing model for Alaska Hawaii, Canada, and all offshore deliveries will be to show all freight charges on Sourcewell member quotes prior to acquisition. Freight in Canada by Kubota Canada Ltd. will follow this process. Freight for Hawaii and Alaska will be provided by a freight forwarder and shown on all quotes prior to acquisition.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	A unique aspect of Kubota's distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Sourcewell members within our 1,100+ location dealer network. This allows for Sourcewell members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehouses (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to Sourcewell members. Additionally, have a local, servicing dealer allows for specialization of products to meet local and unique Sourcewell member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Kubota self-audits multiple product group's regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing accuracy. These multiple layers of self-audit and review elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Kubota proposes paying a 1.5% administrative fee of total sales less freight, assembly fees, and pre-delivery inspection fees for Kubota products only.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The solutions being proposed by Kubota are broad and encompassing of professional grounds maintenance requirements. Kubota's turnkey solutions of whole goods, equipment, attachments, accessories, and related services as they relate to grounds maintenance is well established around the world for both professionals and consumers. Kubota offers in this proposal turf management with walk-behind mowers as small as 21 inches in cutting width up to over 13 feet in cutting width using disc mowers and many various sizes in between. This solves for mower cutting jobs as small as imaginable while providing extensive cutting widths across the range of 21 inches to 13 feet. Our solutions solve for the smallest and tightest areas (zero turn mowers) in grounds maintenance in and around walkways, landscaping, lawn and garden maintenance, up through large tracts of acreage needing to be maintained. This proposal includes small walk behind mowers, small riding mowers, mid-size lawn and garden tractors, commercial zero-turn mowers in both gas and diesel. All of these products are built by Kubota and Kubota engineered for professional performance. This proposal also includes a wide variety of tractors, attachments, and accessories. These tractors range in size from 1,407lbs to 11,387lbs. This range empowers Sourcewell members with a comprehensive selection of tractors and attachments suited to their specific needs. The tractors come with a sweeping assortment of accessories and attachments. These include but is not limited to, loaders, backhoes, buckets, grapple buckets, snow blowers, sweepers, a wide range of mower decks and grass mulching and catchers, forklift attachments, straight blades, angled blades. The loaders and backhoe options in this proposal offer ground engaging ability to dig, push and move material in professional grounds maintenance. Fork lift attachments for tractors provide forklift capability for moving product as needed. Lastly, while our mowing solutions maintain small to medium land size, our land management solutions solve for maintenance of large swaths of acreage. This is done with next generation disc mowing that moves on from sickle bar mowing. Disc mowing is better suited to fine-stemmed grasses leaving a clean evenly maintained area. With our many models, sizes, and series, of disc mowers, tedders, rakes, etc., along with options, accessories, attachments, and services, this proposal is broad in scope and robust enough to support any professional grounds maintenance requirements.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Along with the many various whole goods in this proposal is a long list of attachments, accessories, options, and services. These may be referred to as subcategories. The literature provided in additional documents shows these subcategories in better detail.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	☒ Yes ☐ No	Full spectrum of lawn, sod, grounds, and garden equipment and tools.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	☒ Yes ☐ No	Our solutions (ground engaging) can be used to install irrigation systems
68	Beach and waterfront maintenance equipment and accessories	☒ Yes ☐ No	The products we offer in our proposed solution can be used for grounds maintenance along waterfront areas.
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	☒ Yes ☐ No	Full assortment and wide variety of attachments and accessories for grounds maintenance as well as service and training.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Kubota produces multiple sales reports on a monthly basis including our sales volume numbers for the Sourcewell contract. Our main report is the National Accounts Month End report. This report lists all of our sales through the national accounts programs in terms of dollar volume and model mix. Kubota Executives, Middle Management and Field Sales reps review the report(s) and monitor their dealer and dealer group performance with the Sourcewell contract. We also produce a contract usage report that is sorted by Region Sales manager so that each RSM has visibility to the dealers under his responsibility that are and are not using the contract to its fullest potential. Corrective action in the form of sales training is created for underperforming dealers. Sourcewell is a specific call out line item on all National Account sales reports and is thoroughly reviewed by all levels of management for increased monthly/yearly performance.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	Serviceability in the way of after sale support for Sourcewell members is easy and robust. With an extensive dealer network across the United States and Canada waiting to support Sourcewell members, the serviceability of the solutions proposed by Kubota is comprehensive. Local dealers will provide local expertise for parts, warranty work as well as regular service internals as needed. Our dealers are experts in our products. Sourcewell members will be able to sit down with these localized experts and map out any turnkey solution needed. Every Kubota dealer is required to have a factory trained technician on staff. To support this, Kubota dealers are required to participate annually in service school training. To also help ensure a high level of serviceability for parts, Kubota has added a parts component to measuring our dealers performance. The goal is to incentivize Kubota dealers to have parts on the shelf when needed. Parts on the shelf, factory trained technicians, and local experts in the solutions in this proposal ensure a high level of serviceability and dependability waiting for Sourcewell members.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Advancements are ongoing and constant as is total operational improvement. Some examples of our advancements follow here. Kubota has developed Reverse Awareness Systems for our GR series of mowers. These advancements enhance safety when mowing in reverse. Regarding life-cycle and longevity, Kubota offers multiple year warranties as standard for many products. For products with standard one year warranty's, most all products have extended warranty's available to Sourcewell members. Another advancement is Kubota's exclusive "Swift-Tach" loaders which allow for safe and easy removal and installation. "Swift-Connect" backhoes are likewise designed and performance matched for ease and safety. Another example of an advancement is the industry-exclusive optional one-lever quick couplers found on the LX series of tractors in this proposal. Likewise is the industry-exclusive mechanical self-leveling kit for easier material handling capabilities. Kubota engines with their next generation common rail systems and electronic fuel injections are examples of advancements that improve fuel cost savings and environmental enhancement. Throughout Kubota's product offering, our products are engineered to provide durable long life that reduce down time as well as minimize lifetime costs. The previous are but a few of the product advancements that will serve Sourcewell members.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rusty Pugh, National Account Manager Municipal and New Business, Kubota Tractor Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	☒	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	☒	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	☒	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	☒	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	☒	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	☒	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	☒	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	☒	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	☒	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	☒	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	☒	1

AMENDMENT #1 TO CONTRACT #031121-KBA

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Kubota Tractor Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services, to Sourcewell and its Participating Entities, effective April 28, 2021, through April 30, 2025 (Contract).

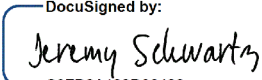
The parties wish to amend the following terms within the Contract.

1. Section 6. Participating Entity Use and Purchasing–Subsection B. Additional Terms and Conditions/Participating Addendum, of the Contract, is deleted in its entirety and replaced with the following:

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between Participating Entity and the Vendor, or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

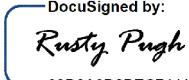
DocuSigned by:

 By: _____
 C0FD2A139D06489...
 Jeremy Schwartz, Director of Operations/CPO
 Date: 4/22/2022 | 11:25 AM CDT

Approved:

DocuSigned by:

 By: _____
 7E42B8F817A64CC...
 Chad Coauette, Executive Director/CEO
 Date: 4/22/2022 | 11:37 AM CDT

Kubota Tractor Corporation

DocuSigned by:

 By: _____
 89D8A8D8BEC744A...
 Rusty Pugh, National Accounts Manager
 Date: 4/22/2022 | 8:27 AM PDT

**CITY OF PANAMA CITY BEACH
BUDGET AMENDMENT FORM**

BA# 40

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	001-7201-572.64-20	Machinery & Equipment	474,800.00	52,700.00	527,500.00
TO	001-0000-337.77-00	CVB Recreation Contributions	(125,000.00)	(52,700.00)	(177,700.00)
Check Adjustment Totals:			349,800.00	0.00	349,800.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
 To reflect additional funding pledged by the TDC for the purchase of a laser grader and to appropriate this funding
 for the purchase of one Toro Field Pro 6040 Laser Grader for the Recreation Department in the amount of \$52,691 (rounded to \$52,700)

FINANCE REVIEW: _____
RESOLUTION #: _____
DATE: _____



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Erica McKenzie, City Council

2. MEETING DATE:

August 22, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval of this modification to the fees associated with vacation rental certificate renewals and re-inspections.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

Financial Health

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

When the City's vacation rental certificate and inspection program was put into place in 2023, associated fees for the initial certificate, inspection, and re-inspection were established. By resolution, these fees may be modified over time to more accurately reflect the City's administrative expenses associated with program enforcement and compliance. This resolution adds a fee for certificate renewals, which was not included previously, and increases re-inspection fees slightly to offset expenses. In order to more closely align the City's administrative costs with the fees being charged, the renewal certificate and re-inspection fees have been separated so that inspection fees are only being paid in years in which an inspection takes place.

Staff recommends approval.

[Res 24-173.Amending Vacation Rental Certif and Inspection Fees.pdf](#)

[Exhibit A Planning Fee Schedule - Vacation Rentals .pdf](#)

RESOLUTION NO. 24-173

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING VACATION RENTAL CERTIFICATE AND INSPECTION FEES AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the Vacation Rental Certificate and Inspection Fees in the City of Panama City Beach Planning and Zoning Fee Schedule **attached** and incorporated as Exhibit A to this Resolution, as amended, are hereby adopted.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of August 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

*Planning and Zoning Fees

REQUEST	FEE
Large Scale Plan Amendment	\$2100
Small Scale Plan Amendment	\$1500
Appeal	\$500
Variance	\$500
Annexation	\$800
Rezoning w/o Plan Amendment	\$900
PUD Master Plan	\$800
PUD Master Plan Amendment	\$800
PUD Final Development Plan	\$800
Development Order	\$800
Development Order Extensions	\$50
New DRI	\$3,000
DRI Substantial Deviation	\$1,000
Conditional Use	\$900
Conditional Use Amendment	\$500
Signs	\$25
Zoning Verification Letter	\$50
Development Agreement	See Note
Traditional Neighborhood Overlay District Master Plan	\$800
Traditional Neighborhood Overlay District Master Plan Amendment	\$800
Traditional Neighborhood Overlay District Final Development Plan	\$800
Traffic Study Review (Minor, 1st two revisions)	\$800
Traffic Study Review (Minor, each revision after 1st two)	\$300
Traffic Study Review (Major, 1st two revisions)	\$1000

Traffic Study Review (Major, each revision after 1st two)	\$400
Traffic Study Review (DRI, 1st two revisions)	\$1500
Traffic Study Review (DRI, each revision after the 1st two)	\$800
Creation of Overlay District	See Note
Subdivision Plat (2 lots only)	\$500
Subdivision Plat (3 or more lots)	\$900
Telecommunication Towers—Siting requests or colocations involving a height increase	\$900
Fences	\$25
Tree Removal/Land Clearing	\$50
Temporary Uses	\$50
Doggie Dining	\$50
Large Site Developments (only in FBO districts)	\$800
Single Family and Duplex Development	\$100
Accessory Structures	\$50
Additions to Single Family or Duplex Development	\$50
Vacation Rental Certificate and Initial Inspection Fee	\$250
<u>Vacation Rental Certificate Renewal Fee</u>	<u>\$150</u>
Vacation Rental Re-Inspection Fee	~~\$50~~ <u>\$75</u>
Vacation Rental No-Show or Lock-Out Fee	\$100

Note: The fee is equal to the wage/hour of staff working on the request plus any attorney's fees, and will be established upon the City's rendering of the agreement or ordinance contemplated by the development request.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Scott Passmore, Community Redevelopment Agency

2. MEETING DATE:

August 22, 2024

3. REQUESTED MOTION/ACTION:

Discuss Front Beach Road Community Redevelopment Area auxiliary lane use and LSV parking options for Segment 4.3 and provide direction to Staff regarding the same.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** No

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Transportation

Public Safety

Quality of Life

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

At the request of City Manager, Drew Whitman, Scott Passmore, Assistant Program Manager for the Front Beach Road CRA, has prepared a brief power point presentation which presents an alternative use for the current proposed transit/bicycle lane as well as parking options for Low-Speed Vehicles (LSVs) at or near existing beach accesses in Segment 4.3. Staff seeks input and direction from the Council regarding these concepts.

[FBR CRA Council Presenation.Auxillary Lane Use.Parking Options.Seg 4.3.08.15.24.pdf](#)

Front Beach Road Community Redevelopment Agency (CRA) Segment 4.3 - Auxiliary Lane & LSV Parking Options



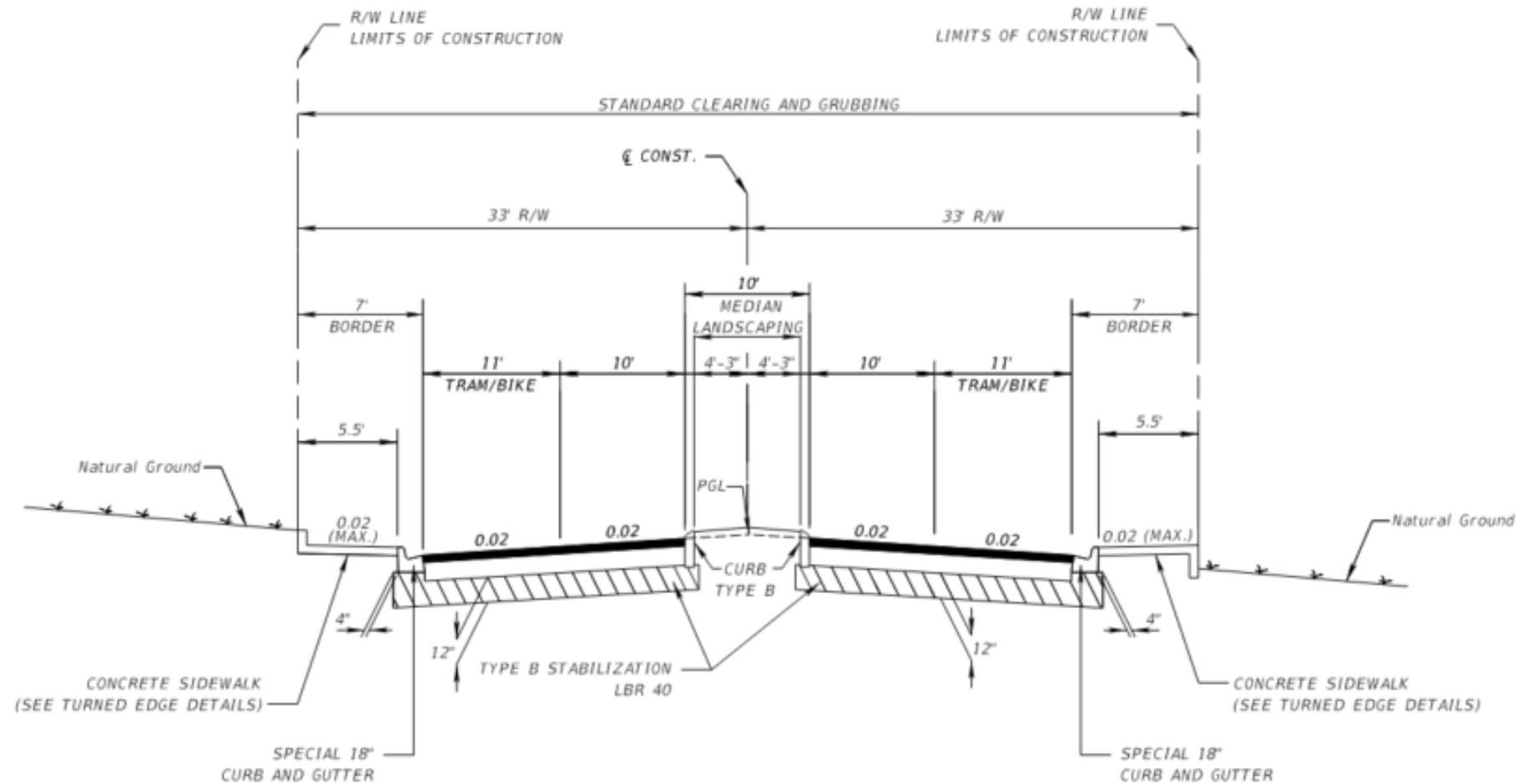
City of Panama City Beach
August 22, 2024



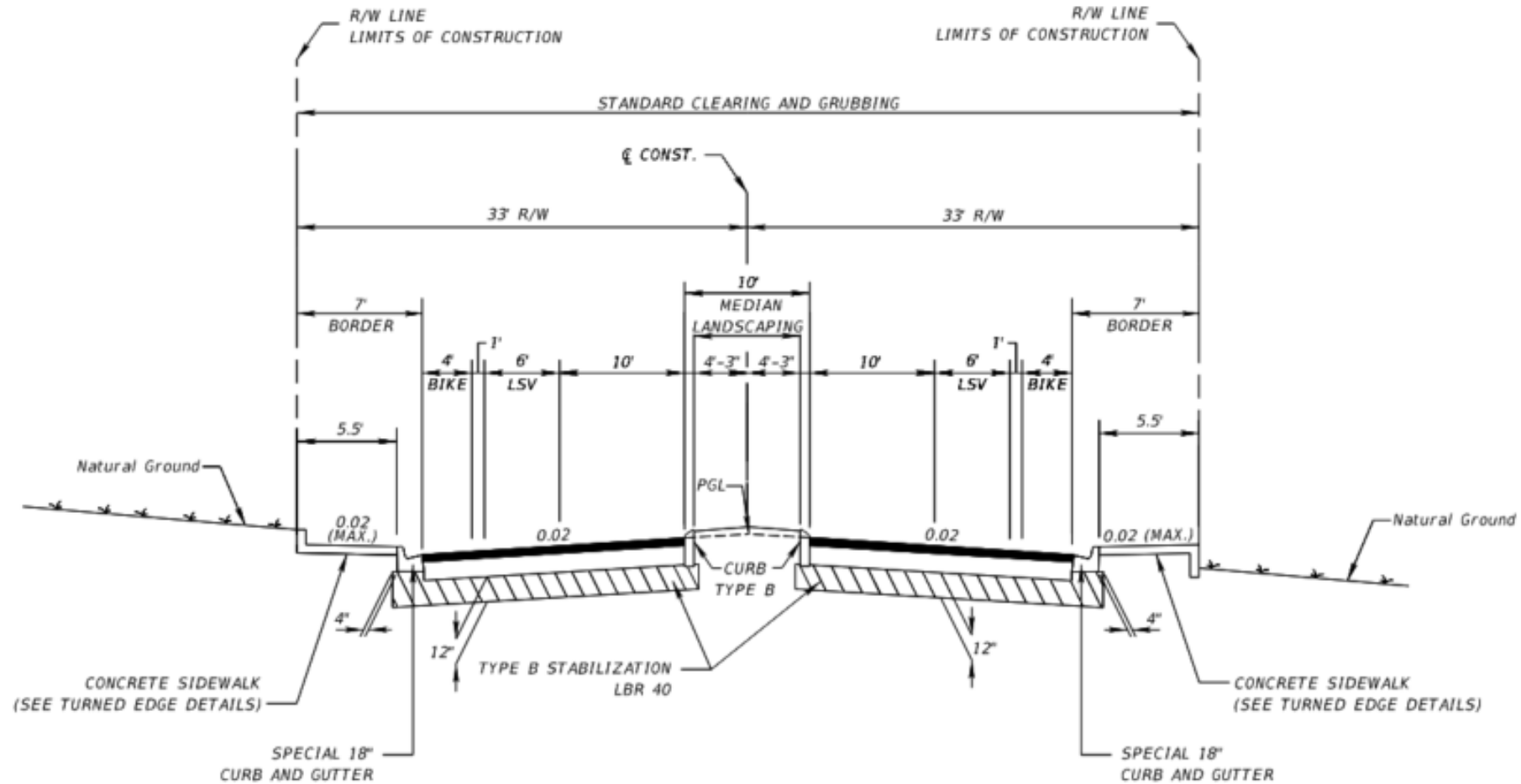
Purpose and Requests for Today's Presentation:

- Present alternative for use of current proposed transit/bicycle lane in Segment 4.3 as requested by City Manager
- Present parking option for Low-Speed Vehicles (LSV's) at or near existing beach accesses in Segment 4.3
- Request direction from Council regarding implementation of auxiliary lane use changes for Front Beach Road CRA design
- Request direction from Council to incorporate LSV parking at beach accesses in Segment 4.3

Current Auxiliary Lane Use Concept (66' right of way):



Alternative Aux. Lane Use Concept (66' right of way):



TYPICAL SECTION - 66FT R/W
FRONT BEACH ROAD (SR 30)

Alternative Aux. Lane Use Concept – Handling Left Turns:

- Use bicycle boxes (as shown at right) to buffer crosswalks and provide refuge for turns by bicyclists at intersections
- Merge areas are needed ahead of each intersection for LSVs to access vehicle lanes travel lanes to turn left
- LSVs would have right to use through lane and turn lane only at intersections
- Concept requires public education and law enforcement component



Typical Bicycle Box at Intersection

Alternative Aux. Lane Use Concept – Buffering for Cyclists:

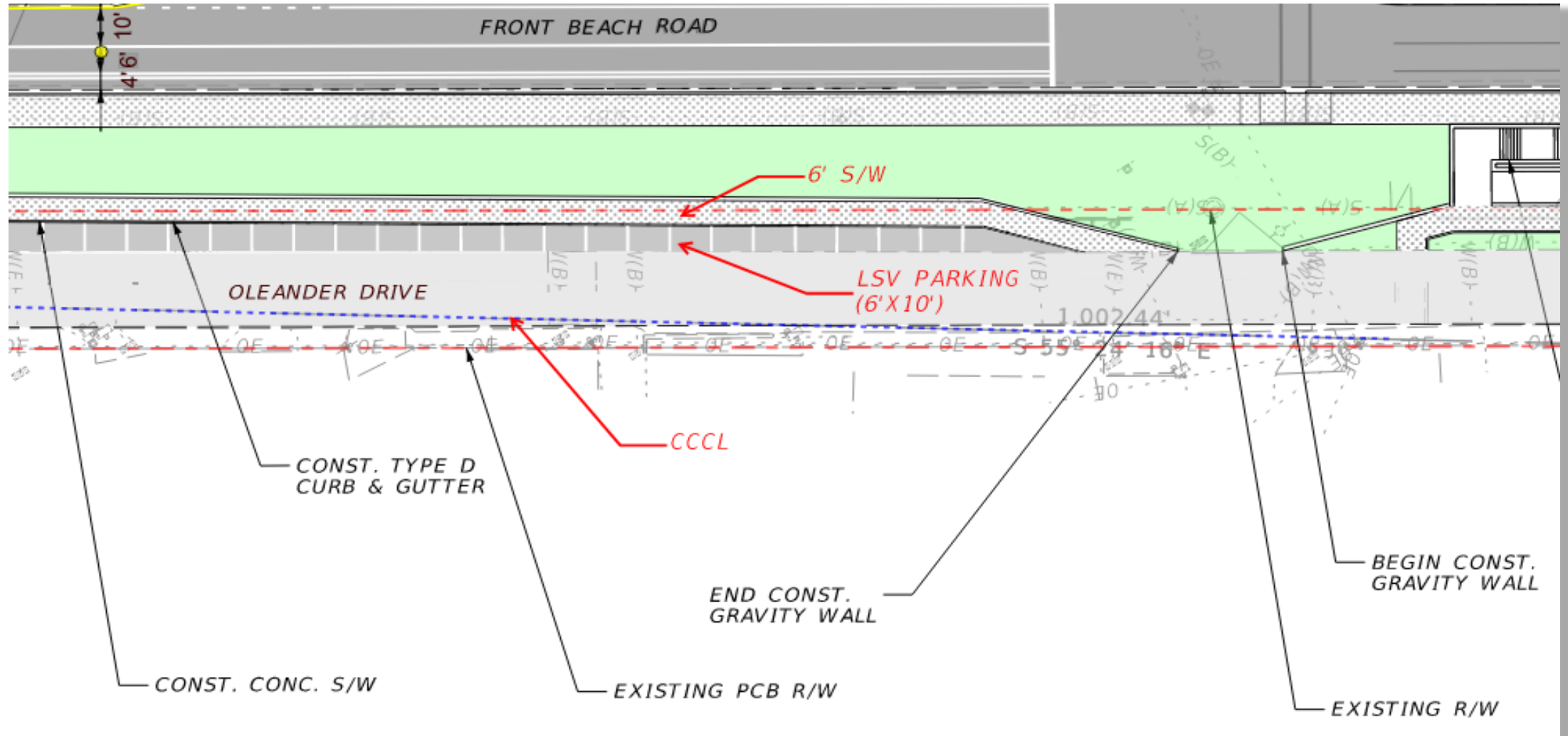
- Provide protection/buffer for exclusive bicycle lane
 - Low profile lane separators
 - Raised pavement markers
 - Double white pavement markings
- Use products that meet the following criteria:
 - On FDOT Approved Products List (APL)
 - Require minimal long-term City maintenance
 - Maintain ability of police and fire to use the auxiliary lanes for emergency response, a core project purpose from the 2011 FDOT PD&E Study



LSV Parking Option – Beach Accesses #44 through #50:

- Evaluated by City's engineering consultants at the request of City Manager in May and June 2024
- Preliminary evaluation considered cost/benefit, environmental impact, potential for public controversy, impacts/restrictions on residence and business access, and available right of way
- Concept to provide LSV parking along Oleander Drive on north side of road, south of FBR
- Helps to resolve recent controversy/issues with LSV parking on private property near these beach accesses
- Up to 125 LSV parking spaces possible – can be reduced
- Will require re-design for drainage and retaining walls and Oleander Drive resurfacing

LSV Parking Option – Beach Accesses #44 through #50:



Other project considerations/impacts:

- Disposition of proposed land acquisition for bus pullouts
 - Eminent domain justification for land acquisition for pullouts is challenging with elimination of transit use in auxiliary lane
- Consultation with FDOT on re-evaluation of PD&E Study for this concept
 - Preliminary consultation with FDOT indicates:
 - Re-evaluation is required for these changes
 - FDOT will perform on behalf of City at no cost upon request
 - Nine to twelve months to initiate and complete re-evaluation
 - Alternative lane use concept does not add pavement or drainage, therefore not expected to have additional environmental impact

Other project considerations/impacts (continued):

- Project cost and schedule impacts:
 - Alternate lane designation would require design changes to marking and signalization plans for project project, we would work to minimize impact on design and construction timeframes (Late 2025 current early start for Segment 4.3)
 - Implementation of LSV parking will require design change for retaining wall west of Middle Beach Road intersection (need to increase wall height, move wall back to accommodate drainage and parking in this area).
 - Change to accommodate LSV parking would move back construction start by six to nine months to make changes to retaining wall and drainage design.

Questions or Comments?

Email: CRA@pcbfl.gov

Website: <https://www.pcbfl.gov/departments/community-redevelopment-agency-cra>

