

PCB22-26 ITB REMOTE CONTROL MOWER



**PCB22-26  
INVITATION TO BID  
REMOTE CONTROL MOWER**

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

December 17, 2021

**ADVERTISEMENT TO BID**  
**PCB22-26 ITB REMOTE CONTROL MOWER**

The City of Panama City Beach is requesting sealed Bids for Remote Control Mower for the Public Works Street Department. This remote-control mower will be used strictly for the Street Department. The equipment shall be new, of current manufacture, and must meet all State and Federal Safety Standards in effect at the time of delivery. Any items appearing in the manufacturer's regular published standard specifications furnished by the bidder are assumed to be included in the Bid Proposal. Any deletions or variations from manufacturer's standard published specifications must be outlined in an attached letter. Deviations from these specifications which do not impair comparative functional equivalency will be reviewed.

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

All Bids must be received no later than **January 4 , 2022, at 1:00 PM CDT** at which time all Bids will be publicly opened and read.

Bid Documents may be downloaded online at [www.demandstar.com](http://www.demandstar.com) and on [the City's website at https://www.pcbfl.gov/about-us/rfp-posts-list](https://www.pcbfl.gov/about-us/rfp-posts-list) starting on **December 17, 2021**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one (1) original along with an electronic copy (USB flash drive preferred) may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid for **PCB22-26 ITB REMOTE CONTROL MOWER** on the package. Receipt of a Bid by any Panama City Beach Office, receptionist or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

All paper Bids shall be sealed and delivered or mailed to: **City of Panama City Beach City Hall, ATTN: Purchasing Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413**

The City reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause and to waive technicalities, irregularities, or informalities.

Any and all questions regarding the Bidding documents shall be directed to City of Panama City Beach Purchasing Manager: **Tina Kunst, Phone: 850-233-5100 or email: [Purchasing@pcbfl.gov](mailto:Purchasing@pcbfl.gov)**. Contact with any other City official or City employees for the purpose of inquiries regarding this bid or the meaning or interpretation of these specifications shall be grounds for disqualification.

**INFORMATION FOR BIDDERS**

It is the intention of this Invitation to Bid (ITB) to find a Vendor which can deliver a Remote-Control Mower with a preferred delivery of 45 days or less after the Notice of Award.

**BID DUE DATE & TIME:** Tuesday, **January 4, 2022, AT 1:00 P.M.** CDT. Bid packages shall be submitted electronically through DemandStar, mailed or hand-delivered to City Hall, located at 17007 Panama City Beach Parkway, Panama City Beach Florida 32413. Bids are to be received NO LATER THAN 1:00 P.M. after which time receipt will officially be closed. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp in the City Hall or on DemandStar will be the official authority for determining late Bids.

NOTE: Bids will be opened on the same date and time as identified above. The Bid opening will be conducted in a public meeting to begin at 1:00 P.M. on **January 4, 2022**. The location of the opening will be the City Council Room, City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

All paper Bids must be executed and submitted in a single sealed package. Bidder shall mark Bid package, **PCB22-26 ITB REMOTE CONTROL MOWER**, Bidder's name and return address should be clearly identified on the outside of the package.

Bidders submitting paper Bids must submit one (1) complete Bid response along with one (1) electronic formatted copy (USB preferred) that includes all the required documentation:

A complete BID response shall consist of the following required documents:

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. Bid Form                      | 4. E-Verify Form           |
| 2. Drug Free Workplace           | 5. Non-Collusion Affidavit |
| 3. Public Entity Crime Statement | 6. Conflict of Interest    |

Additional reference documents:

- |                    |              |
|--------------------|--------------|
| 1. Notice of Award | 2. Agreement |
|--------------------|--------------|

The City may waive any technical informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn by the BIDDER prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered, no exceptions.

BIDDERS must submit all questions, if any, in writing at least **seven (7)** days prior to the BID date. If necessary, questions will be answered as ADDENDA and will be issued to the Contract Documents and posted on the City's website. It is the sole responsibility of the bidder to determine if any addenda have been issued.

## GENERAL CONDITIONS

**ADDENDUM:** If it becomes necessary to revise or amend any part of this Invitation for Bid, the City's Purchasing Manager will furnish the revision by written Addendum through the City's solicitation hosting software linked on the City's website. Addenda information will be posted online at the City of Panama City Beach website: <https://www.pcbfl.gov/about-us/rfp-posts-list>. Bidders are solely responsible to ensure they have received all addenda before submitting their Bid.

**ADDITIONAL TERMS & CONDITIONS:** The City reserves the right to:

1. Accept or reject any and all Bids, whole or in part.
2. Conduct investigations of the qualifications of the Bidder as deemed appropriate.
3. Inspect the individual or organization and take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
4. 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 Bids, that the Bids are not responsible or that the Bid prices are unacceptable.
5. Waive any technicalities or informalities.
6. Award a contract deemed to be in the best interest of the City.
7. Retain all Bids and to use any ideas in a Bid regardless of whether that Bid selected.

**ANTI-DISCRIMINATION:** The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**AWARD** - The City shall award the contract to the lowest fully responsive and responsible Bidder; provided, that the City may award the contract to a Bidder other than the lowest Bidder should it find the lowest Bidder does not offer the reliability, quality of service or product afforded by such other Bidder. Where a Bid other than the lowest Bid is taken, the City shall state the reasons upon which such award was made.

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

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

**BIDDER EXPENSES** - The City is not responsible for any expenses that Bidder may incur in preparing and submitting Bids called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem;

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travel expenses; and the like, incurred by the Bidder. The City will not be liable for any costs incurred by the Bidder in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

**CERTIFICATES OF INSURANCE:** The successful Bidder shall be submit a Certificate of Insurance within 10 days of Notice of Award.

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

**CONFLICT OF INTEREST** – The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its boards or committees. Bidders must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

**DEFAULT/FAILURE TO PERFORM:** City of Panama City Beach shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the Purchasing Division will notify the Bidder seven (7) days (weekends and holidays excluded) to remedy the default. Failure on the Bidder's part to correct the default within the required seven (7) days shall result in the contract being terminated and upon the Purchasing Manager notifying in writing the Bidder of its intentions and the effective date of the termination. The following shall constitute default: City of Panama City Beach may terminate the Contract if the Bidder fails to (1) deliver the product within the time specified in the Contract or any extension,(2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement.

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

**E-VERIFY:** The awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-Bidders to provide an affidavit attesting that the sub-Bidder does not employ, contract with, or subcontract with, an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this

Contract, or if a sub-Bidder knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Bidder, the Bidder may not be eligible for or awarded a public contract for a period of 1 year after the date of termination.

**INSURANCE AND INDEMNIFICATION**

- A. Vendor shall at its expense maintain in force during the Term the following described insurance on policies and insurers acceptable to the City. All such insurance shall name the City, its officers, employees and agents as additional insured:
  - 1) Workers Compensation and Employer’s Liability Insurance Coverage. Limits of coverage shall not be less than \$1,000,000 each accident; \$1,000,000 disease each employee; and \$1,000,000 disease aggregate.
  - 2) Commercial General Liability. Coverage shall include bodily injury; property damage and personal injury liability and limits of coverage shall not be less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate.
  - 3) Business Automobile Liability Coverage. Coverage shall include bodily injury and property damage and limits shall not be less than \$1,000,000 combined single limit for each accident.
  - 4) Excess or Umbrella Liability Coverage. Coverage shall not be less than \$1,000,000 each occurrence and aggregate.
  
- B. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
  
- C. Vendor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Vendor's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Vendor, and all such policies must waive any right of subrogation against the City.
  
- D. All coverage maintained by Vendor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
  
- E. Within thirty days of the date of this agreement, and thereafter upon the written request of the City, Vendor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy

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this provision, the documentation required by this part must be sent to the following address: Attn: Tina Kunst, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

- F. Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.
- G. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Vendor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Vendor and shall afford the Vendor and its counsel, at the Vendor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

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

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

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

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

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

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Contract cancellation, return of materials or discontinuation of services.

**NOTIFICATIONS:** The City of Panama City Beach's official website for notices, Bids, addendums and other documents is located at <https://www.pcbfl.gov/about-us/rfp-posts-list>. Bidders are also advised that <http://www.demandstar.com> is one of the City's sourcing methods of notices, addendum, Bids and other documented communications. The City is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com> or <https://www.pcbfl.gov/about-us/rfp-posts-list> for information and updates concerning solicitations or contact the Purchasing Manager on the information listed above.

**PAYMENT:** Upon acceptance of work by the City, the City shall make payment to the Bidder in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Bidder when requested to do so by the City's Department Representative. All invoices shall be directed to Accounts Payable, City of Panama City Beach.

**PUBLIC ENTITY CRIMES:** By submission of response to the City's Invitation for Bid, Bidder acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, Vendor, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

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

If the City rejects all Bids or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Bid or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended



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decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all Bids, Bids or replies

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

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

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

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

**BIDDER/RECOMMENDATION OF AWARD INFORMATION:** Notice of Award, Bids currently available, and Tabulation sheets will be available Online. Bidders who do not have Internet access may request a copy of the tabulation by contacting the Purchasing

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Manager. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

**RESPONSIBLE BIDDER DEFINITION:** A Bidder, business entity or individual who submits a Bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the Bid.

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

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

**TERM:** Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award through time of delivery ,satisfactory inspection and acceptance of a Remote-Control Mower.

### **TERMINATION**

1. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Vendor's: (1) failing to carry forward and deliver the product as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective product; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency;(6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Vendor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.
2. City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Vendor. In

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such event, Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Vendor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Vendor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; any additional claims of subcontractors and Vendors.

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

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## **SCOPE OF WORK**

The purpose of this bid is to receive a firm, fixed purchase price for **REMOTE-CONTROL MOWER.**

Each bidder shall become fully informed as to the extent and character of the product required prior to submitting a bid. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.

### **A. Terms of Contract**

1. This is a one-time lump sum purchase price for a REMOTE-CONTROL MOWER.
2. It is agreed that the City may terminate this agreement at any time for cause and may terminate the agreement with or without cause by giving at least thirty (30) days prior written notice to Bidder.
3. Bidder shall be deemed an independent Bidder as to the product requested and not an agent or servant in the employ of the City.

### **B. Payment**

1. Payment will be made 30 days after satisfactory delivery, inspection and acceptance of the product.
2. The City shall determine the quality, and acceptability of the product prior to payment. The City shall decide finally and conclusively any differences that may arise as to the interpretation of the specifications or the fulfillment of the terms of the Contract.

### **C. Warranties**

1. The equipment specified herein shall be covered by a standard warranty. Bidder to submit a copy of the warranty with the bid. Indicate in offer if warranties commence with the purchase date, delivery date or the date of manufacturer. Include any information on a delayed warranty procedure to cover the interval between time of delivery of the complete solution and the actual date that the product is placed in service by the City.

**SPECIFICATIONS**

**Engine/Powertrain**

Type Kawasaki FX850V or functional equivalent  
2-Cylinder Air-Cooled Engine with Heavy-Duty  
Air Cleaner or equivalent

Horsepower Minimum of 27

Pressurized lubrication system specifically designed for steep slopes

Displacement shall be a minimum of 852 CC

Hydro-Gear ZT-5400 Transaxles or equivalent

Engine shall have a hydrostatic transmission or equivalent

Mower shall have a fuel capacity of at least 13 gallons

Mower equipped with a Fuel Boost™ multi-point fuel pick-up system or equivalent

Engine shall be equipped with an electric starter.

**Weight / Powertrain**

Total weight of mower, less options/accessories, shall not exceed 1,790 lbs.

Total length of mower, less options/accessories, shall not exceed 86 inches

Total width of mower, less options/accessories, shall not exceed 78 inches

Total height of mower, less options/accessories, shall not exceed 49.5 inches

**Cutting Deck**

Mower shall have a cutting deck width of at least 52 inches

Cutting deck shall be manually adjustable from 2.5" to 6.5"

Cutting deck shall be made of fabricated 7 Ga Steel with 1/4-inch Steel Reinforcement  
or equivalent

Cutting deck shall have 3 spindles with 4x sealed precision ball bearings

Cutting deck shall be equipped with fixed blades

Cutting deck shall have a minimum blade tip speed of 18,348 RPM

Deck engagement shall be operated with an Ogura electric clutch or equivalent

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Cutting deck will have the ability for adjustments in 0.25" increments

### **Operation**

Mower shall operate via a self-tensioning track drive system or equivalent

Mower tracks shall be constructed of rubber molded over steel links with steel cords or equivalent

Mower tracks shall be a minimum of 9 inches wide

Mower tracks shall have a 'J' style tread pattern

### **Remote Control**

Commercial grade or equivalent.

Water resistant.

Shall come with a water-resistant storage case.

Range of operation on remote control shall be a minimum of 300 feet.

Battery life of remote controls shall be a minimum of 20 hours.

Charge time shall be 1 hour or less.

Shall have a rechargeable battery or equivalent.

Remote signal shall operate on a 900 MHz digital system that complies with posted FCC and ANSI standards.

Battery status indicator light.

Machine warning and machine status indicator light.

Remote signal status indicator light.

Include a neck strap for operation.

Both an AC wall adapter and a 12-Volt car adapter for charging.

Push button engine starter.

Emergency stop switch.

ON/OFF switch for PTO operation.

ONE directional control joystick or equivalent.

Throttle and choke control switch.

Switch for operation of driving lights.

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Push button for operation of signal horn.

Programmed for maximum distance auto-shutoff.

Programmed with an inertia-tilt & drop sensor for auto-shut-off.

PTO Safety interlock programming.

Remote shall operate in all temperatures between -40°C and +85°C

### **Extras**

4500 LB Winch Kit which includes a wireless remote and a manual control- Synthetic Rope, Receiver Mounted, Storage Bracket, already mounted – 1 Year Warranty

Fire Extinguisher w/Quick Release Bracket already mounted

Blade Replacement Kit – 6 Blades & Hardware

### **Performance**

Mower shall operate on slopes up to 50°

Mower shall operate on a zero turning radius in forward and backward directions on slopes up to 50°

### **Safety**

Mower shall be equipped with thrown-object chain guards or equivalent.

Mower shall be equipped with an oil-pressure monitoring system.

Deck height lock setting shall be available for equipment transport.

Mower shall be equipped with a low-voltage monitor.

Mower shall be equipped with a rollover auto shutoff sensor.

Mower shall be equipped with an active LED 360° strobe light or equivalent.

Muffler shall be protected by a heat shield.

Mower shall be equipped with a parking brake.

Mower shall be equipped with a horn alert system.

### **Service and Warranty**

Shall come with a 2 year / 400-hour manufacturer's warranty or equivalent

Designed and manufactured in the United States of America

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**BID PROPOSAL FORM**

TO: City of Panama City Beach, Florida SUBMITTED: \_\_\_\_\_, **202**\_\_.

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The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions **pertaining to the product requirements.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price as listed on vehicle for **PCB22-26 ITB REMOTE CONTROL MOWER** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

**ADDENDUM:** It is the sole responsibility of the bidder to determine if any addenda have been issued.

	Quantity	<b>TOTAL</b>
Remote-Control Mower	1	\$ _____

**Time of Delivery** \_\_\_\_\_  
days

**BIDDER:**

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

[END OF BID PROPOSAL FORM]



**DRUG FREE WORKPLACE**  
STATEMENT UNDER SECTION 287.087  
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH  
DRUG-FREE WORKPLACE PROGRAMS

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

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

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

---

**BIDDER SIGNATURE**

[END OF DRUG-FREE WORKPLACE]

**PUBLIC ENTITY CRIMES FORM**

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

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

1. This sworn statement is submitted to \_\_\_\_\_

by \_\_\_\_\_

For \_\_\_\_\_

Whose business address is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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3. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:

- (a.) A predecessor or successor of a person convicted of a public entity crime, or
- (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

\_\_\_\_\_Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

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

\_\_\_\_\_The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that

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it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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By: \_\_\_\_\_

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
[printed, typed, or stamped  
Commissioned Name of Notary Public]

[END OF PUBLIC ENTITY CRIMES]

**CITY OF PANAMA CITY BEACH**

**E-VERIFY FORM**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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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

[END OF E-VERIFY FORM]

**NON-COLLUSION AFFIDAVIT**

**STATE OF FLORIDA                    )**  
**COUNTY OF \_\_\_\_\_)**

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

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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



**CONFLICT OF INTEREST STATEMENT**

Check one:

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

or

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

**LITIGATION STATEMENT**

Check One:

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

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

**NOTICE TO AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRODUCT DESCRIPTION:

**PCB21-26 ITB REMOTE CONTROL MOWER**

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Product in response to its Advertisement for Bids dated \_\_\_\_\_, 2022 and associated Information for Bidders.

You are hereby notified that your Bid for in the not to exceed unit Bid price for a remote-control mower in the amount of \$\_\_\_\_\_ and has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

[REMIANDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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CITY OF PANAMA CITY BEACH

Owner

By \_\_\_\_\_

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name \_\_\_\_\_

Title \_\_\_\_\_

[END OF NOTICE OF AWARD]

**REMOTE CONTROL MOWER AGREEMENT**

**THIS AGREEMENT for a REMOTE-CONTROL MOWER** is made and entered into this \_\_\_\_\_day of \_\_\_\_\_, 202\_\_\_\_, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and \_\_\_\_\_ (Vendor).

**PREMISES**

**1. SCOPE OF SERVICES**

Vendor will deliver REMOTE CONTROL MOWER, as more particularly described in the Specifications.

**2. COMPENSATION**

As compensation for the product contemplated herein and performance rendered by Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed unit bid price submitted on **PCB21-26 ITB REMOTE CONTROL MOWER**. The City shall pay to the Vendor as full consideration for the delivery of product required by this Agreement, at the BID PRICE contained in the Vendor’s cost proposal.

**3. PAYMENT**

Vendor will invoice for payment to the City when the delivery, satisfactory inspection and acceptance of a Remote-Control Mower has been completed. The invoice shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

**4. TERM**

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award through time of delivery, satisfactory inspection and acceptance of a Remote-Control Mower.

**5. COMPLIANCE WITH LAWS.**

The Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Vendor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or

committed by Vendor, its representatives, subcontractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

## **6. WARRANTY**

The Vendor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable standard warranty the Vendor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

## **7. ATTORNEY'S FEES**

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

## **8. REMEDIES**

In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within Twenty-four (24) hours of Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

## **9. CHOICE OF LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

## **10. ASSIGNMENT**

This Agreement is not assignable

## **11. SEVERABILITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by

any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**12. MODIFICATIONS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Vendor.

**13. WAIVER**

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**14. NOTICES**

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Drew Whitman

Title/Position: City Manager

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: 850-233-5100

B. As to Vendor:

Contract Representative: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Phone/Cell: \_\_\_\_\_

**15. AGREEMENT**

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject

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matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

GENERAL CONDITIONS

SPECIFICATIONS

BID PROPOSAL FORM

CERTIFICATION REGARDING LOBBYING STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS

PUBLIC ENTITY CRIMES STATEMENT

NON-COLLUSION AFFIDAVIT

E-VERIFY

NOTICE OF AWARD

AGREEMENT

PCB22-26 ITB REMOTE CONTROL MOWER

**IN WITNESS WHEREOF**, the Vendor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Vendor

Witness 1 \_\_\_\_\_

(Print Name): \_\_\_\_\_

By: \_\_\_\_\_

Witness 2 \_\_\_\_\_

(Print Name): \_\_\_\_\_

ATTEST:

**THE CITY OF PANAMA  
CITY BEACH, FLORIDA,**

a municipal corporation

\_\_\_\_\_

City Clerk

By: \_\_\_\_\_

Drew Whitman , City Manager