

PCB21-18 ITB 4WD BUCKET TRUCK



**PCB21-18
INVITATION TO BID
4WD BUCKET TRUCK**

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

July 2, 2021

ADVERTISEMENT TO BID

PCB21-18 ITB 4WD BUCKET TRUCK

The City of Panama City Beach is requesting sealed Bids to furnish **one (1) 2021 or Newer 4WD Bucket Truck**. This will be used for City services as needed. 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 specifications furnished by the bidder are assumed to be included in the Bid Proposal. Any deletions or variations from manufacturer's regular 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 **Friday, July 16, 2021, at 11:00 AM CDT** at which time all Bids will be publicly opened and read.

Bid Documents may be downloaded online at www.demandstar.com and on [the City's website at https://www.pcbfl.gov/about-us/rfp-posts-list](https://www.pcbfl.gov/about-us/rfp-posts-list) starting on **July 2, 2021**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternately, one original and two copies along with a CD or flash drive 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 # **PCB21-18 4WD Bucket Truck** 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**

INFORMATION FOR BIDDERS

It is the intention of this Invitation to Bid (ITB) to find a company that has a 2021 or newer 4WD Bucket Truck in stock or is capable of providing one within 60 days.

BID DUE DATE & TIME: Friday, **July 16, 2021, AT 11:00 A.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 11:00 A.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 11:00 A.M. on, Friday, July 16, 2021. 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, **PCB21-18 ITB 4WD BUCKET TRUCK**, Bidder's name and return address should be clearly identified on the outside of the package.

Bidders submitting paper Bids must submit two (2) complete Bid responses (one (1) original and one (1) copies) along with a digital copy (USB preferred) which must include all the required documentation:

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

1. Bid Form (1 pages)
2. Drug Free Workplace
3. Public Entity Crime Statement
4. E-Verify Form
5. Non-Collusion Affidavit

Additional reference documents:

1. Notice of Award

The City may waive any 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.

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I. General Conditions

- A. The purpose of this bid is to receive a firm, fixed price for the purchase of **one (1) 4WD Bucket Truck** to be used for City projects. In addition, the City is requesting optional pricing for routine service and maintenance plans.
- B.
- C. Sealed bids may be submitted in person at the Purchasing Department at 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, or via U. S. mail or courier service. Sealed bids must be plainly marked, **PCB21-18-ITB 4WD BUCKET TRUCK**. Only bids submitted on the Bid Proposal Form provided with this invitation will be considered responsive. The purchasing manager must receive all bids before 11:00 a.m., (CDT) on July 16, 2021, at which time all bids will be opened and read aloud. Bids received after the stated time will be refused. It is the sole responsibility of the bidder to ensure the bid is received on time. The clock in the Purchasing Office will determine the bid closing time. Bidders should be conscious of delays with all courier services.
- D. The City of Panama City Beach (herein referred to as the "City") reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid and to award a contract deemed to be in the best interest of the City.
- E. Specifications are open to public inspection at the City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, our website at www.pcbfl.gov or www.demandstar.com.
- F. Questions or inquiries regarding the meaning or interpretation of any of the provisions of this Invitation for Bids must be emailed. Please direct all questions to Purchasing Manager, Tina Kunst @ purchasing@pcbfl.gov. All written inquiries and responses will be submitted as addenda and posted on the City's website. Interested parties are encouraged to register with E-Notification at the website to ensure notification of postings.
- G. Contact with other City officials or employees for the purpose of inquiries regarding this bid or the meaning or interpretation of these specifications shall be grounds for disqualification.
- H. 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.
- I. The Bidder acknowledges that the City is a Florida municipal corporation and subject to the Florida Public Records Law. The Bidder agrees that to the extent any document produced under this agreement constitutes a public record the Bidder shall comply with Florida Statutes, Chapter 119.

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- J. 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 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 from the date of being placed on the convicted vendor list.

II. Terms of Contract

- A. This is a lump sum bid purchase price of a 2021 or newer 4WD Bucket Truck. The City will also consider optional maintenance/service plans.
- B. The Bidder shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and ordinances applicable to the performance of services under this agreement.
- C. Payment will be made 30 days after satisfactory delivery and inspection of the product.
- D. 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.
- E. Bidder shall be deemed an independent Bidder as to the product requested and not an agent or servant in the employ of the City.

III. The Desired Equipment – Part 1

- A. The successful bidder will furnish one (1) 2021 or newer 4WD Bucket Truck with a 44' boom to be used for City Projects.
- B. Any items appearing in the manufacturer's regular published specifications furnished by the bidder are assumed to be included in the Bid Proposal.
- C. All parts not specifically mentioned which are regularly furnished in order to provide a complete unit shall conform in design, strength, quality of material, and workmanship to that required by good engineering practices for the intended use.
- D. Bidder shall provide a complete explanation of warranty with bid submittal.
- E. Any deletions or variations from manufacturer's regular published specifications must be explained and outlined in an attached letter.

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F. Deviations from these specifications which do not impair comparative functional equivalency will be reviewed.

G. The minimum product package shall include the following:

- 11040# or 10630# Maximum Payload
- 4WD
- 4-Way Driver Seat
- 4-Wheel Disc Brakes w/4-Wheel ABS Front And Rear Vented Discs
- 4.44 to 4.88 Axle Ratio
- 40 - 52 Gal. Fuel Tank
- 50-State Emissions System
- 28' Side Reach
- 730 - 750CCA Maintenance-Free Battery w/Run Down Protection
- Aluminum Panels
- Auto Locking Hubs
- Daytime Running Lights Headlamps w/Delay-Off
- Black Door Handles
- Black Front Bumper w/2 Tow Hooks
- Black Manual Side Mirrors w/Manual Folding
- Black Side Windows Trim and Black Front Windshield Trim
- Cab Clearance Lights
- Dual Rear Wheels
- Dual Stage Driver And Passenger Front Airbags
- Manual or Electronic Transfer Case
- Engine: 6.4L to 7.3L V8 Gas or Diesel
- Fixed Rear Window
- Front And Rear Anti-Roll Bars
- Front Suspension w/Coil Springs
- GVWR: 18000 lbs Payload Package
- 180 to 240 Amp Alternator
- HD Shock Absorbers
- Hydraulic Power-Assist Steering
- Interior Trim -inc: Chrome Interior Accents
- Leaf Rear Suspension w/Leaf Springs
- Light Tinted Glass
- Manual Extendable Trailer Style Mirrors
- Part-Time Four-Wheel Drive
- Radio w/Seek-Scan and Clock
- Single Stainless-Steel Exhaust
- Systems Monitor
- Tires: 225/70Rx19.5G All Position

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- Towing Equipment -inc: Trailer Sway Control
- Trailer Wiring Harness
- Transmission w/Oil Cooler
- Transmission: TorqShift 6 to 10-Speed Automatic:
- Upfitter Switches
- Variable Intermittent Wipers
- Wheels: 19.5" x 6" Argent Painted Steel

H. Additional considerations:

- a. Product time of delivery

I. (Optional) – Routine Maintenance Plan to include the minimum of:

- a. Oil Changes
- b. Tires (Pressure, Balance, Rotation)
- c. Fluid Checks

J. (Optional) Repairs and Maintenance Plan

- i. Hourly Rate - Repairs not covered under warranty or under routine maintenance/service plan at a set hourly rate.

K. Bidder who submits a price on the bid form for any maintenance/service plan must provide terms and conditions. The City may choose to purchase a maintenance plan on the criteria above as a supplemental purchase solely in its discretion based upon the terms and conditions of the maintenance plan.

L. The Bidder shall comply with all applicable laws, regulations, and codes as required by Federal agencies and the State of Florida. The Bidder must fully comply with all Federal, State, County, and Municipal ordinances and regulations in any manner affecting the prosecution of the work.

IV. Payment

- A. Payment will be made in 30 days after product is delivered and inspected.
- B. 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.

V. Warranties

- A. The equipment specified herein shall be covered by a warranty. 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.

VI. Indemnification

- A. The Bidder shall indemnify and save harmless forever, the City of Panama City Beach, Florida, and its agents, from all charges or claims resulting from such accidents or injuries or from any act, omission, or neglect by himself or his employees, as well as from all claims for patent rights or fees, or from claims arising from use of the product. The Bidder shall become defendant in every suit brought against the City for any such amount as it may determine to be required to pay the expenses and damages arising from any of said causes, or in case no money is due, the Bidder's surety shall be held until such suits, actions, or claims for injuries or damages shall have been settled, and suitable evidence to that effect furnished to the City.

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: _____, **2021.**

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The Undersigned, as Bidder, hereby declares that they have examined the proposal 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 listed, to furnish a 4WD Bucket Truck for **PCB21-18 ITB 4WD BUCKET TRUCK** 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.

Line items include all required products and services:

2021 or newer 4WD Bucket Truck \$ _____

Delivery Date \$ _____

Routine Maintenance/Service Plan (if available)
(Bidder to provide terms and conditions of plan)
Annual Amount \$ _____

Additional Repair & Maintenance Plans (if available)
(Bidder to provide terms and conditions of plan)
Hourly Rate \$ _____

Total Cost \$ _____

BIDDER:

Name of Business

Name of Bidder

Address

Phone Number

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

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 _____, 20____.

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, 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. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

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

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The 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 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 Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor 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 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 Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor 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]

AFFIDAVIT AS TO NON-COLLUSION

(This form must be completed and included in this Bid, or the Response will be determined to be Non-Responsive)

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 Clearwater, 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

NOTICE TO AWARD

TO: _____

PRODUCT DESCRIPTION:

PCB21-18 ITB 4WD BUCKET TRUCK

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 _____, 2021 and associated Information for Bidders.

You are hereby notified that your lump sum Bid in the amount of \$ _____ and the additional optional maintenance/service plan cost of \$ _____ 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.

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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]