



PO Box 296
Largo, FL 33779
Largo.com

**CITY COMMISSION
LARGO, FLORIDA
INVITATION FOR BID**

Bid #: 21-B-727

Date: May 27, 2021

Competitive sealed bids will be accepted by the City of Largo Office of Performance and Budget, Largo City Hall, located at 201 Highland Avenue, Largo, FL 33770, until

**3:00 p.m., local time
JUNE 29, 2021**

at which time all bids received shall be publicly opened and read aloud in the Office of Performance and Budget, Largo City Hall, for

YARD TRASH, CLASS III & CONSTRUCTION DEMOLITION DEBRIS DISPOSAL

Bids must conform to the Specifications and Instructions to Bidders. Any deviation from the specifications must be shown.

The City reserves the right to reject any or all bids received, to waive any irregularities or informalities. If you are interested in bidding, please complete the Invitation for Bid Form(s) and return to this office by the date indicated. Non-conformance with these instructions is grounds for rejection of bid. Late Bids will be rejected.

If submitting the bid electronically through on-line services of DemandStar, all documents and attachments must be uploaded by the date and time indicated. Respondents who are e-bidding for the first time are strongly encouraged to contact DemandStar.com at 800-711-1712 or obtain assistance by e-mailing questions to suppliersservices@onvia.com

Solicitation responses uploaded to DemandStar.com after the solicitation response due date and time shall not be considered. It is the sole responsibility of the respondent to ensure that it's solicitation response is uploaded before such date and time. The City is not responsible for delays caused by power outages or internet failures. No exceptions will be made.

Questions concerning this Bid should be directed to Joan Wheaton, Procurement Analyst, Office of Performance and Budget at (727) 587-6727.

**BY ORDER OF THE CITY COMMISSION
LARGO, FLORIDA**

Joan Wheaton, Procurement Analyst
Office of Performance and Budget

**Please indicate BID number
on your response envelope.**

BID and ADDENDUM DOCUMENTS CAN BE DOWNLOADED FROM www.demandstar.com

INDEX

INSTRUCTIONS TO BIDDERS

1.	Scope.....	1
2.	Definitions.....	1
3.	Preparation of Bids	1
4.	Submission and Receipt of Bids.....	2
5.	Acceptance of Offer.....	2
6.	Clarification and Addenda.....	2
7.	Firm Prices	3
8.	Fiscal Non-Funding Clause.....	3
9.	Estimated Quantities.....	3
10.	F.O.B. Largo, Florida.....	3
11.	Discounts.....	3
12.	Award.....	3
13.	Brand Names.....	4
14.	Variations of Specifications.....	4
15.	Material Quality.....	4
16.	Acceptance of Material.....	5
17.	Timely Delivery.....	5
18.	Price Changes Re: Contracts.....	5
19.	City Indemnification Re: Patent & Copyright.....	5
20.	Conflict of Interest.....	5
21.	Public Entity Crime	5
22.	Options.....	6
23.	Subcontracting.....	6
24.	Taxes.....	6
25.	Failure to Bid.....	6
26.	Additional Information Required.....	6
27.	Manufacturer's Certification.....	6
28.	Default of Contract.....	7
29.	Modification for Changes.....	7
30.	Order or Precedence.....	7
31.	Examination of Records.....	7
32.	Occupational Health and Safety.....	7
33.	Safety Clause.....	8
34.	Hold Harmless.....	8
35.	Qualifications of Bidders.....	8
36.	Disqualification of Bidders.....	8
37.	Licenses and Permits.....	8
38.	Vendor Site Inspection and Evaluation.....	9
39.	Provisions for Other Agencies.....	9
40.	Applicable Law and Venue.....	9
41.	Public Record Responsibilities.....	9
42.	Attorney Fees.....	9
43.	Request for Information.....	9
	SPECIAL CONDITIONS.....	10
	SPECIFICATIONS.....	12
	Bid Forms.....	
	Reference Information.....	
	Statement of No Bid.....	
	Insurance Requirements.....	
	Debarment Certification Form.....	

**CITY OF LARGO, FLORIDA
INSTRUCTIONS TO BIDDERS**

1. Scope

The instructions to bidders and general conditions described herein apply to transactions on material, supplies or services with an estimated aggregate cost of \$50,000 or more.

2. Definitions (as used herein)

- a. The term "Invitation For Bid" means a solicitation of formal sealed bids. The acronym "IFB" means Invitation For Bid.
- b. The term "bid" means the offer as a price by the bidder.
- c. The term "bidder" means the offerer.
- d. The term "Change Order" means a written order signed by the Assistant City Manager or authorized representative directing the vendor to make changes to a contract or purchase order resulting from the IFB.
- e. The term "City" means the City of Largo, Florida.
- f. The term "City Commission" means the governing body of the City of Largo.

3. Preparation of Bids

- a. Bidders are expected to examine the specifications, drawings, and all special and general conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract document, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- b. The apparent silence of any supplemental specifications as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.
- c. Bids shall be submitted on the Bid Form furnished with the specifications, other forms may be rejected. Unless otherwise stated within the specifications, **responses to the IFB should be submitted in DUPLICATE** for bid evaluation purposes.
- d. Each bidder shall furnish the information required by the IFB. The bidder shall sign the IFB and print or type his name, address, and telephone number on the face page and on each continuation sheet thereof on which he makes an entry.
- e. Unit price for each unit offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each item offered. In case of discrepancy between the unit price and extended price, the unit price

will be presumed correct.

- f. The bidders must state a definite time for delivery of supplies or performance of services.
- g. Additional or alternate bids, unless specifically requested, will not be accepted. Vendors are urged to inspect their product lines and select one item that will meet or exceed the specifications as given and submit only one bid.
- h. The bidder should retain a copy of all bid documents for future reference.
- i. All bids must be signed with the firm name and by an officer or employee having authority to bind the firm by his/her signature as indicated by the Florida Department of State, Division of Corporations (www.sunbiz.org). Proof of corporate signer must be included with the submittal with the proposal. Use Sunbiz screen shot or include a copy of Corporate Resolution.
- j. Debarment form must be completed and attached to bid submittal.

4. Submission and Receipt of Bids

- a. Bids must be received at or before the specified time of opening as designated in the IFB. Bidders are welcome to attend bid opening; however, no award of bid will be made at this time. A bid tabulation will be furnished, upon request.
- b. Bids shall be submitted in a sealed envelope. The envelope shall show the hour and date specified for receipt of bids, the bid number, and the name and address of the bidder.
- c. The City of Largo is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a bid can be considered. Late bids will be rejected.
- d. Email bids will not be considered; however, bids may be modified by email notice, provided such notices are received prior to the hour and date specified on the bid. Bids submitted by email or FAX will not be accepted.
- e. Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, vendor(s) will be notified to remove samples, at their expense, within thirty (30) days after notification. Failure to remove the samples will result in the samples becoming the property of the City.
- f. Failure to follow these procedures is cause for rejection of bid.
- g. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- h. The City reserves the right to reject any or all bids received, to waive any irregularities in the bids received, or to accept the bid which best serves the interest of the City of Largo.
- i. Overnight and express mail should not be addressed to the PO Box.

5. Acceptance of Offer

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the City of a Purchase Order, Blanket Purchase Order, or other contractual document.

6. Clarification and Addenda

Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Bid shall be made through the City of Largo Office of Performance and Budget. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, and additional information can be given. If any addenda are issued to this Bid, the City will attempt to notify all prospective Bidders who have secured same; however, it shall be the responsibility of each Bidder, prior to submitting the Bid, to check www.demandstar.com or contact the City of Largo Office of Performance and Budget at (727) 587-6727, to determine if addenda were issued and to make such addenda a part of the Invitation to Bid.

7. Firm Prices

The bidder warrants that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the IFB. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.

8. Fiscal Non-Funding Clause

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

9. Estimated Quantities

Whenever a bid requests prices to be firm for the period of performance, the quantities or usages shown are estimated only with no guarantee made by the City that these quantities shall be purchased. The quantities shown are for the bidders' information only, and the City shall be bound only for actual quantities ordered.

10. F.O.B. Largo, Florida

Unless otherwise specified in the IFB, all prices quoted by the bidder must be F.O.B. Largo, Florida with all delivery costs and charges included in the bid price. Failure to do so may cause rejection of bid.

11. Discounts

Cash discounts of two percent (2%) will be considered in determining the award. Unless otherwise specified, discounts offering 10 days or more will be taken by the City's Finance Department, with payment being made on the nearest 10th or 25th of the month subsequent to receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

12. Award

The contract or purchase order shall be awarded by appropriate written notice to the qualified, responsible and responsive bidder whose bid best meets the requirements and criteria set forth in the IFB and as follows:

- a. The ability, capacity and skill of bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service;
- i. The number and scope of conditions attached to the bid.
- j. The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request re-bids on the material described in the IFB.
- k. The City also reserves the right to award the contract on such material as the City deems will best serve its interests.
- l. The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified.
- m. The City reserves the right to terminate the contract with thirty (30) days written notice of intent.

13. Brand Names

If and wherever in the specifications of brand names, make, name of any manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other competitors' brands or makes, the phrase OR EQUAL is added. However, if a product other than the specified is bid, it is the bidder's responsibility to identify such product in his bid and he must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of

samples may be requested if the brand being bid is other than specified by the City. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than four days after formal request is made.

14. Variations of Specifications

For purposes of bid evaluation, the bidder must indicate any variances from our specifications and/or conditions, no matter how slight. Any deviation from specifications must be explained in complete detail, including any drawings, engineering explanations and effect upon the costs.

If variations are not stated in the bid, it will be assumed that the product or service fully complies with the City's specifications.

15. Material Quality

All materials used in the manufacture or construction of supplies, materials or equipment purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours at no charge to the City.

16. Acceptance of Material

The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein, and be fully in accord with specification and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specification, the City reserves the right to cancel the order upon written notice to the bidder and return product to bidder at the bidder's expense. The City reserves the right to request that the bidder(s) provide a demonstration unit and/or presentation prior to award.

17. Timely Delivery

Time will be of the essence for any orders placed as a result of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid form.

18. Price Changes Re Contracts

If this IFB is for an estimated quantity of supplies, etc., versus purchase of a specific quantity of articles or service, consideration in awarding bid for yearly contracts will be given:

First to bidder offering firm prices for full contract period; and,
Second to bidder offering firm prices subject to market price reduction.

19. City Indemnification RE: Patent & Copyright

The Vendor, in accepting this order, agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based

thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment therefor by the City.

20. Conflict of Interest

The bidder certifies that, to the best of his knowledge or belief, no elected/appointed official or employee of the City of Largo, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this bid. Financial interest includes ownership of more than five percent of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the bid or of any subcontractor or supplier thereof providing goods or services in excess of ten percent of the total bid amount.

Additionally, the bidder, on company letterhead, must divulge at the time of bid submittal, any relative, other than those already specified, of an elected /appointed official or employee of the City of Largo who has a financial interest, as defined herein, in providing the goods or services specified in the bid. The City, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the bid.

Contractors who develop or draft specifications or Statement of Work for Bids/RFP's are prohibited from competing for that work

21. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 contractor, supplier, subcontractor, 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.

22. Options

When the City requests bids with options regarding the extent of services to be provided, the City requests that all bidders provide a cost breakdown for each option proposed. Although all options may be purchased, some may not. The City reserves the right to decide, at its discretion, which options shall be purchased.

Award will be made group by group or in the aggregate, whichever is in the best interest of the City of Largo. During the evaluation, vendors may be required to furnish price sheets their quotes are based on. The City also reserves the right to engage more than one firm, if it is believed that different firms might best serve the City's interests in performing different segments of a particular job.

23. Subcontracting

Where proposers do not have the "in-house" capability to perform work desired, or to provide a product as specified, in the Bid, subcontracting may be permitted with prior knowledge and approval of the City. The City must be assured and agree that any proposed subcontractor(s) can

perform the work or provide the product at the desired quality and in a timely manner. Therefore, the name of any intended subcontractor(s) should be identified in the bid.

24. Taxes

The City of Largo is exempt from local, state, federal or transportation taxes, except excise tax on lubricants and batteries in accordance with Chapter 88-393, Laws of Florida, effective October 1, 1988. Exemption certificates will be provided upon request.

25. Failure to Bid

If any vendor does not wish to bid, the Statement of No Bid must be returned. Otherwise, the vendor's name will be removed from the City's mailing list after three "No Bids".

26. Additional Information

The apparent low bidder may be required to submit to the City within twenty-four (24) hours of bid opening the following documents:

- Most recent financial statements of the company;
- A list of equipment owned;
- A list of references which may be immediately contacted.

27. Manufacturer's Certification

The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide such certification may result in rejection of bid or default termination of contract for which the bidder must bear full liability.

28. Default of Contract

In case of default by the bidder or contractor, the City may procure the items or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

29. Modification for Changes

No agreement or understanding to modify this IFB and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Assistant City Manager or authorized representative of the City of Largo.

30. Order or Precedence

In the event of an inconsistency between provisions of the IFB, the inconsistency shall be resolved by giving precedence in the following order:

- a. The schedule;
- b. Special provisions;
- c. Instructions to Bidders and General Instructions;

- d. Other provisions of the contract, whether incorporated by reference or otherwise; and
- e. The specifications.

31. Examination of Records

The bidder shall keep adequate records and supporting documentation applicable to the subject matter of this bid to include, but not be limited to, records of costs, time worked, working papers and/or accumulations of data, criteria or standards by which findings or data are measured, and dates/times of pick-up or delivery. Said records and documentation shall be retained by the bidder for a minimum of one (1) year from the date the bid is completed and accepted by the City. If any litigation, claim, or audit is started before the expiration of the one (1) year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved. Should any questions arise concerning this bid the City and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Bidders shall be authorized to retain electronic copies in lieu of original records, if they so desire.

Any subcontractor(s) employed by a bidder who is subject to these requirements shall be subject to these requirements and the bidder is required to so notify any such subcontractor(s).

32. Occupational Health and Safety

In compliance with Chapter 442, Florida Statutes, any item delivered to the City resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosion, and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over-exposure.
- d. The emergency procedure for spills, fire, disposal, and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding these requirements should be directed to: Risk and Safety Manager, (727) 587-6774.

33. Safety Clause

Any and all work originated from this bid must comply with all applicable safety laws based on any City, County, State and/or Federal regulations.

34. Hold Harmless

The parties recognize that the Contractor/Vendor is an independent contractor. The Contractor/Vendor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of the terms and conditions of this Agreement, Invitation for Bid or Request for Proposal, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys excluding only the sole negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys. The Contractor's/Vendor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor/Vendor against the City and the Contractor/Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

35. Qualification of Bidders

A bidder may be required, before the award of any contract, to show to the complete satisfaction of the City that he has the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

36. Disqualification of Bidders

Any or all proposals will be rejected if there is any reason for believing that collusion exists among the bidders, and participants in such collusion will not be considered in future proposals for the same work.

37. Licenses and Permits

The Contractor shall secure all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, or by the City of Largo. The Contractor must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work.

38. Vendor Site Inspection and Evaluation

The City reserves the right to inspect the vendor's site prior to award or at any reasonable time throughout the contract period.

39. Applicable Law and Venue

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

40. Provisions for Other Agencies

Unless otherwise stipulated by the bidder, the bidder agrees to make available to the Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under the proposal.

41. Public Records Responsibilities

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, 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 term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public 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 of the City. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the City.

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: Telephone number: (727) 587-6710 ext. 7003 E-mail address: dbruner@largo.com

Mailing address: City of Largo, Attn: City Clerk, P.O. Box 296, Largo, Florida 33779-0296

42. Attorney Fees

In the event of legal action or other proceeding arising under this Contract, the prevailing party shall be entitled to recover from the adverse party all its reasonable attorneys' fees and costs incurred by the prevailing party in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The prevailing party also shall be entitled to recover any reasonable attorney's fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the prevailing party. The reasonable costs to which the prevailing party will be entitled include the costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

43. Request for Information

Information may be obtained from the Office of Performance and Budget, (727) 587-6727, or from the individual listed on the IFB cover letter.

**CITY OF LARGO, FLORIDA
SPECIAL CONDITIONS
FOR
YARD TRASH, CLASS III & CONSTRUCTION DEMOLITION DEBRIS DISPOSAL
BID # 21-B-727**

1. Intent

In accordance with the enclosed specifications, it is the intent of the City of Largo to receive bid proposals for for a disposal facility for the items as described in the specifications. This bid is a Cooperative Bid for the City of Largo, City of Dunedin, City of Clearwater, and City of Treasure Island (for yard waste only). This facility must have approval from Pinellas County for recycling the majority of these materials.

2. Manufacturer's Reference

Any such references, by brand or trade name or catalog number, are used for the purpose of describing the establishing general quality and performance levels. Unless otherwise stated in the bid section, consideration will be given for any product which meets or exceeds the quality of performance of the specification.

Vendors are required to state exactly what they intend to furnish as provided in the proposal section, otherwise they shall be required to furnish the item as specified.

3. Warranty

Failure by a manufacturer's authorized dealer to render proper warranty service/adjustments including providing a copy of the warranty work order to the City, shall subject that dealer to suspension from the City's approved vendor listing until satisfactory evidence of correction is presented to the Office of Performance and Budget. Payment will not be withheld pending warranty repairs and adjustments.

4. Acceptance

Delivery of equipment does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the item meets specifications and conditions listed herein. Should the delivered equipment differ in any respect from specifications payment will be withheld until such time as the vendor takes necessary corrective action. If the proposed corrective action is not acceptable, the Office of Performance and Budget may authorize recipient to refuse final acceptance of the time, in which case the item shall remain the property of the vendor and the City shall not be liable for payment for any portion thereof.

5. Delivery

Bidders are cautioned that when stating delivery time, they are required to be as realistic as possible. as failure to deliver at stated may result in their removal from the City's bid list.

6. Performance Evaluation: Equipment and Vendor

All equipment supplied to the City of Largo under any purchase order awarded as a result of this Invitation for Bid must be fully operational at the time of delivery, and complete with the specified options, attachments and accessories. Upon delivery, the equipment must perform at a level of effectiveness that would be reasonably expected from comparable unit in the same applications; failure of the equipment to perform acceptably will result in its return to the bidder without any obligation for payment.

7. Vendor Site Inspection and Evaluation

The City reserves the right to inspect the vendor's site prior to award or at any reasonable time throughout the contract period.

8. Invoices

Invoice copies (one original and one copy) shall be mailed to: City of Largo, **Public Works**, P.O. Box 296, Largo, Florida 33779-0296.

9. F.O.B. Point

All prices quoted shall be F.O.B. destination with all delivery costs and charges included in the bid price.

10. Rejection of Delivery

The City reserves the right to refuse delivery of any product which does not meet Federal, State or the specified safety standard. The City reserves the right to cancel any such item(s) on purchase orders and obtain such items from another source, when such items have not been delivered within a reasonable period of time as compared to the time stated in this bid.

11. Period of Contract

Contract shall be for a period of three years effective the date of award.

12. Option of Renewal

The contract may be renewed for one additional two-year period by mutual agreement only if all prices, terms, and conditions remain the same.

**CITY OF LARGO, FLORIDA
SPECIFICATIONS
FOR
YARD TRASH, CLASS III & CONSTRUCTION DEMOLITION DEBRIS DISPOSAL
BID # 21-B-727**

1. Estimated Volume

City of Largo:

Given monthly and seasonal cycles, the City of Largo's Solid Waste Division will transport approximately 28,000 tons of non-putricible waste annually. These materials will be transported in roll-off trucks, rear-load trucks and claw trucks, Monday through Friday and occasionally on Saturday (if facility is open).

City of Dunedin:

Given monthly and seasonal cycles, the City of Dunedin will transport approximately 8,000 tons of non-putricible waste annually. These materials will be transported in roll-off trucks, claw trucks and rear-load trucks. Monday through Friday and occasionally on Saturday (if the facility is open).

City of Clearwater:

Given monthly and seasonal cycles, the City of Clearwater will transport approximately 26,000 tons of non-putricible waste annually. These materials will be transported in roll-off trucks, claw trucks and rear-load trucks, Monday through Friday and occasionally on Saturday (if the facility is open)

City of Treasure Island:

Given monthly and seasonal cycles, the City of Treasure Island will transport approximately 800 tons of yard waste only annually. These materials will be transported in roll-off trucks, claw trucks and rear-load trucks, Monday, through Friday and occasionally on Saturday (if the facility is open)

2. Definitions

The bidder is hereby advised that for the purpose of this bid the following definitions apply:

Pure Construction & Demolition Debris

Materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wall board, and lumber: from the construction or destruction of a structure as part of a construction or demolition project, and including rock, soils, tree remains, trees and other vegetative matter which normally results from land clearing or land development petitions for a construction project. Mixing of construction and demolition debris with other types of solid waste, including

material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than construction and demolition debris.

Yard Waste (Clean)

Normal horticultural materials including but not limited to: grass clippings, tree trimmings, branches, stumps, leaves, weeds, and other bi-products of horticultural growth. These materials solely or in combination with less than 5% miscellaneous materials.

Yard Waste (Clean in Plastic or Paper Bags)

Normal horticultural materials including but not limited to: grass clippings, tree trimmings, branches, stumps, leaves, weeds, and other bi-products of horticultural growth. These materials solely or in combination with less than 20% materials in plastic or paper bags.

Class III/Mixed Loads

Loads consisting of the following items: couches, bedding, white goods, carpet, glass plastic, pails/buckets, paper, and general household / non-putricible waste .

**CITY OF LARGO, FLORIDA
 BID FORM
 FOR
 YARD TRASH, CLASS III & CONSTRUCTION DEMOLITION DEBRIS DISPOSAL
 BID #21-B-727**

City of Largo	Estimated Annual Tonnage	Price Per Ton	Total Cost
Pure Construction-Demolition Debris	4,000	\$	\$
Yard Waste – Clean	3,000	\$	\$
Yard Waste – Clean w/ material in bags	4,000	\$	\$
Class III/Select Compactor Roll-offs	17,000	\$	\$

Days and Hours of Operation: _____

List holidays when business is closed: _____

Round Trip Driving Distance from each Cities facility to the disposal facility:

City of Largo:

Public Works Complex, 1000 2nd Street SE, Largo, FL 33771 – To Bidders Disposal Site

City of Dunedin:

Solid Waste Yard, 1070 Virginia St., Dunedin, FL 34698 – To Bidders Disposal Site

City of Clearwater:

Solid Waste Department, 1701 N. Hercules Avenue, Clearwater, FL 33765 -To Bidders Disposal Site

City of Treasure Island:

Public Works, 108th Ave., Treasure Island, FL 33706 – To Bidders Disposal Site

**CITY OF LARGO, FLORIDA
BID FORM
FOR
YARD TRASH, CLASS III & CONSTRUCTION DEMOLITION DEBRIS DISPOSAL
BID #21-B-727
PAGE 2**

Location of Disposal Site (address): _____

The undersigned bidder does hereby agree to furnish the City of Largo, Florida, the items listed in accordance with the Specifications shown by the Invitation to Bid to be delivered to the specified site for the price indicated.

**IT IS BIDDERS RESPONSIBILITY TO CHECK [www/demandstar.com](http://www.demandstar.com)
FOR FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL**

THIS BID MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.

BIDDER NAME: _____

ADDRESS: _____
PURCHASE ORDER ADDRESS: _____
PHONE NUMBER: _____
COMPANY CONTACT (REP): _____
EMAIL ADDRESS(REP): _____
SIGNATURE: _____
TAX ID# SSN or EIN: _____

**CITY OF LARGO, FLORIDA
REFERENCE INFORMATION FOR
YARD TRASH, CLASS III & CONSTRUCTION DEMOLITION DEBRIS DISPOSAL
BID #21-B-727**

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip _____ Phone Number (_____) _____
Project Cost _____ Date Performed _____
~~~~~

Organization \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone Number (\_\_\_\_\_) \_\_\_\_\_  
Project Cost \_\_\_\_\_ Date Performed \_\_\_\_\_  
~~~~~

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip _____ Phone Number (_____) _____
Project Cost _____ Date Performed _____
~~~~~

Organization \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone Number (\_\_\_\_\_) \_\_\_\_\_  
Project Cost \_\_\_\_\_ Date Performed \_\_\_\_\_  
~~~~~

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip _____ Phone Number (_____) _____
Project Cost _____ Date Performed _____
~~~~~

Representative Typed Name/Title \_\_\_\_\_  
Representative Signature \_\_\_\_\_ Firm \_\_\_\_\_

**CITY OF LARGO, FLORIDA  
STATEMENT OF NO BID  
FOR  
YARD TRASH, CLASS III & CONSTRUCTION DEMOLITION DEBRIS DISPOSAL  
BID #21-B-727**

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO:  
City of Largo, Office of Performance and Budget, Post Office Box 296, Largo, FL 33779-0296.  
OR EMAIL to [jwheaton@largo.com](mailto:jwheaton@largo.com)

WE, THE UNDERSIGNED, HAVE DECLINED TO BID FOR THE FOLLOWING REASON(S):

- \_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT OR EQUIVALENT.
- \_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.
- \_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- \_\_\_\_\_ UNABLE TO MEET BOND REQUIREMENTS.
- \_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

**WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF LARGO FOR FUTURE PROJECTS.**

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Company name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

**INSURANCE REQUIREMENTS CHECKLIST  
FOR BID #21-B-727  
Items marked "X" must be provided**

|              |                                           |                                                      |
|--------------|-------------------------------------------|------------------------------------------------------|
| <u>  X  </u> | <b>General Liability</b>                  | <b>Minimum Limits Required</b>                       |
|              | <u>  x  </u> Commercial General Liability | \$ <u>2,000,000</u> General Aggregate                |
|              | <u>  x  </u> Occurrence Form              | \$ <u>1,000,000</u> Product/Complete Operations Agg. |
|              | _____                                     | \$ <u>1,000,000</u> Personal & Advertising Injury    |
|              | _____                                     | \$ <u>1,000,000</u> Each Occurrence                  |
|              | _____                                     | \$ _____                                             |

|              |                             |                                                          |
|--------------|-----------------------------|----------------------------------------------------------|
| <u>  X  </u> | <b>Automobile Liability</b> |                                                          |
|              | Owned, Hired & Non-Owned    | \$ <u>1,000,000</u> Combined Single Limit per Occurrence |

|              |                                                       |                                           |
|--------------|-------------------------------------------------------|-------------------------------------------|
| <u>  X  </u> | <b>Worker's Compensation and Employer's Liability</b> | <b>Statutory</b>                          |
|              |                                                       | \$ <u>100,000</u> Each Accident           |
|              |                                                       | \$ <u>500,000</u> Disease - Policy Limit  |
|              |                                                       | \$ <u>100,000</u> Disease - Each employee |

\_\_\_\_\_ **Professional Liability - Errors & Omissions** (\*To be completed by Bidder)

\* Deductible: \$ \_\_\_\_\_ Aggregate

\* Claims Made (Y/N): \_\_\_\_\_ \$ \_\_\_\_\_ Each Claim

\* Occurrence (Y/N): \_\_\_\_\_

\* Defense included in Limits (Y/N): \_\_\_\_\_

\_\_\_\_\_ **Builder's Risk/Installation Floater** (\* To be completed by Bidder)

\* Flood Included \$ \_\_\_\_\_ Limit \$ \_\_\_\_\_ 100% of Completed or Installed Value

\* Transportation Included \$ \_\_\_\_\_ Limit All-Risk Form

\* Storage Included \$ \_\_\_\_\_ Limit

**City Must Be A Named Insured. Copy of Policy Will Be Required.**

\_\_\_\_\_ **Other**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

  X   The Certificate of Insurance must show "The City of Largo, its elected officials and employees" as an additional insured. The Certificate shall bear the requisite endorsements providing that the City is an additional insured and providing for waiver of subrogation by the Vendor/Subcontractor when applicable.

  X   Vendor/Subcontractor shall provide immediate notice of any Vendor/Subcontractor initiated cancellation, non-renewal or adverse change to the policies required to be obtained or maintained pursuant to this RFP/Bid. Vendor/Subcontractor shall immediately forward to the City any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by a policy provider(s).

  X   Certificates must identify bid number and bid title.

\_\_\_\_\_ Subcontractors must carry same Insurance limits.

\_\_\_\_\_ Insurance Carrier should be A rated.

\_\_\_\_\_ The City reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of any contractual agreement entered into pursuant to this RFP/Bid and/or any Purchase Order issued in accordance with this RFP/Bid

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**Statement of Bidder: We understand the requirements requested and agree to comply fully.**

\_\_\_\_\_ **Bidder - Authorized Signature**

A complete copy of this form with original signature must accompany bid.



**DEBARMENT, SUSPENSION  
VENDOR RESPONSIBILITY CERTIFICATION FORM**

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The Vendor certifies that neither the Vendor nor any person associated with the Vendor in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of public funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from government transactions by any federal, state or local governmental entity;

(b) is presently on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel;

(c) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(d) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; or

(e) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor about which any of the foregoing paragraphs (a) through (d) are true.

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

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

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

As its: \_\_\_\_\_