Gadsden County
Board of County Commissioners

INVITATION TO BID (ITB) FOR INSTALLATION OF ADA BUS SHELTERS ON CONCRETE PADS
(Short-Title: Bus Shelters)

ITB Number: 26-11

The project is funded through the Florida Department of Transportation Grant Number 451999-1-94-01

https://www.gadsdencountyfl.gov/home
Bids & ITBs | Gadsden County, FL (gadsdencountyfl.gov)

- **Gadsden County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.**
- **Gadsden County is an Equal Opportunity Employer**
- **MBE/WBE businesses are encouraged to participate.**
- **Gadsden County strictly enforces open and fair competition.**

ADA - Special Accommodations: Any person requiring accommodation by the County due to a disability should call the Purchasing Office at 850-875-7243 or 850-627-4053 at least five (5) business days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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INTENT AND GENERAL INFORMATION

Gadsden County Board of County Commissioners (i.e., “Board” or “County”) is seeking Bids from General Contractors licensed in the State of Florida (i.e., “Bidder” or “Bidders”) for construction work necessary to install ADA bus shelters on concrete pads with amenity upgrades at four (4) locations along Gadsden’s Express Route (i.e., Big Bend Transit Bus route) in Gadsden County, Florida.

Interested firms and individuals who are currently under contract with Gadsden County under previously issued solicitations, and who are interested in this Project, must submit a Bid at this time.

A Bidder interested in preparing a response for this ITB (i.e., solicitation) must complete the requirements set forth in this ITB, its attached documents and documents incorporated by reference, and any addendum issued by the County, (collectively referred to as the “ITB”). Under the Bid process of Gadsden County, the conditions set forth herein are binding on the Bidder as confirmed by the signature of a person with legal authority to bind the Bidder on the cover letter transmitting (ITB Attachment 2: Form 1: Bid Transmittal) its Bid to the County in response to this ITB.

While every effort is made to ensure the accuracy and completeness of information in this ITB, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the ITB. It is the responsibility of the Bidder to include in their Bid all pertinent information in accordance with this ITB.

SECTION 1.0 SCHEDULE OF EVENTS AND QUESTIONS

Failure to comply with this or any other paragraph of this ITB shall be sufficient reason for rejection of the Bid.

All times listed in the Schedule of Events for this ITB are Eastern Standard Time (EST).

Event	Date
Advertisement Date	January 08,2026
Release Date	January 08,2026
Registration Deadline for Virtual Mandatory Pre-Bid Conference*	January 13, 2026 @ 10 AM EST
Mandatory Pre-Bid Conference * In Person Location: Public Works 284 High Bridge Rd Quincy, FL 32351 or Virtual with Registration	January 14, 2026 @ 10 AM EST
Questions Due from Prospective Bidders	January 21, 2026, by 3 PM EST
Responses to Questions Due	January 22, 2026 By 3 PM EST
BIDS DUE	**February 10, 2026 @ 10:00 AM EST**
BID OPENING	**February 10, 2026 @10:15 AM EST**
Board Approval of Intended Award	TBD
Posting of Intended Award	TBD
Board Approval of Award	TBD
Posting of Award	TBD

***Potential bidders wishing to attend the Mandatory Pre-Bid Meeting virtually must email the County Purchasing Office at Purchasing@gadsdencountyfl.gov no later than Tuesday, January 13, 2026, 1:00 PM EST to register for the meeting and to receive the meeting link/invite as per the ITB, Section 1, Schedule of Events.*

1.1.1 All inquiries and questions concerning this ITB must be in writing (e-mail is acceptable) in accordance with this ITB, Sections 1.0 and 8.5.

1.2 Questions and responses will be posted on the County's Website at https://www.gadsdencountyfl.gov/business/find-a-document/documents/bids-ITBs and, if necessary, an Addendum or Addenda in accordance with this ITB Section 8.2.

1.3 It is the responsibility of the Bidder to monitor the County's website to determine if any postings have occurred regarding this ITB, as provided in section 1.2, above and section 8.2. The failure of the Bidder to address the posting may be a basis to determine that the Bidder is non-responsive to this ITB.

1.4 Bidders will be notified of the County's desire to enter additional discussions and/or

schedule oral presentations. The Schedule of Events will be amended as appropriate to reflect such.

SECTION 2.0 CONE OF SILENCE

2.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement date indicated in Section 1, Schedule of Events, and will terminate upon issuance of a Notice of Award. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the County Administrator with approval from the Board of County Commissioners and may subject the potential Bidder/Contractor or representative to debarment.

2.2 The prospective Bidder shall not have any communication with any County Commissioners, employees, or the Engineer of Record related to this ITB.

2.3 No interpretation of the meaning of the plans, specifications or this ITB shall be made to a Bidder orally. Any such oral or other interpretations or clarifications shall be without legal effect. All requests for interpretations or clarifications shall be in writing and posted on the County's website, as provided herein.

2.4 The Cone of Silence shall not apply to:

a) Communications at the pre-Bid meeting, if applicable.
b) Communications during contract negotiations between designated County employees and the intended Bidder.
c) Communication with a Bidder by a Procurement Department employee following the Competitive Procurement opening to clarify the Bidder's Response.
d) Communication following the filing of a challenge to a Competitive Procurement between the protesting Bidder or the selected Bidder and the Procurement Department, County Administrator's Office, and County Attorney's Office concerning the challenge.

SECTION 3.0 SCOPE OF WORK

3.1 PROJECT BACKGROUND

Gadsden County received FDOT grant funds for the construction work necessary to install ADA bus shelters on concrete pads with amenity upgrades at four (4) locations along Gadsden's Express Route (i.e., Big Bend Transit Bus route) in Gadsden County, Florida. The bus shelters are stored on County property and will need to be transported and assembled on site on the concrete pad. The four (4) locations are:

Location 1: Midway City Hall, 50 ML King Blvd., Midway FL 32343
30'30'19'N 84'32'55'W
Location 2: HCA Hospital 33188 Blue Star Hwy., Quincy FL 32351
30'34'07'N 84'32'55'W
Location 3: Sidewalk across from Hardees, adjacent to Gadsden County Courthouse 30'35'19'N 84'34'41'W
Location 4: Off of US 90, adjacent to the Aldi parking lot

30’35’15’N 84’35’42’W

The bus shelters shall be installed per the Attachment 3. Engineering Drawings and Specifications and Attachment 4: FDOT Grant Agreement 451999-1-94-01 included with this ITB and herein incorporated by reference.

A. ENGINEERING DRAWINGS AND SPECIFICATIONS

The engineering drawings and specification package can be downloaded from the County’s website at: https://www.gadsdencountyfl.gov/business/find-a-document/documents/bids-rfps or by contacting:

Shandra Ganious
WSB Engineering
Project Manager
Cell: 850.322.0222 (o)
Email: sganious@wsbeng.com

With copy of any email to: Procurement@gadsdencountyfl.gov

B. **PROJECT FUNDING AND BUDGET:** This project is funded through a State grant through the FDOT Grant Agreement 451999-1-94-01.

There may be times when the County must consult and seek approval of change orders from the funding agency.

3.3 PROJECT TEAM

A. Project Owner: The County is the project owner and the contracting agency. The County team will include, but is not limited to, the County Administrator or their designee, Building Official, Public Works Director, Procurement Coordinator, and the Grant Manager.

B. Engineer of Record (EOR): The EOR is responsible for performing all engineering, design, drawings, specifications, civil permits, project management, and CEI services for the Project. The EOR is WSB Engineering selected through a previous solicitation, and the key contact for WSB on this project is:

Shandra Ganious
WSB Engineering
Project Manager
Cell: 850.322.0222 (o)
Email: sganious@wsbeng.com

C. Construction Contractor (i.e., successful Bidder or Contractor): The Construction Contractor will be a General Contractor (GC) licensed in the

State of Florida with a minimum of five (5) continuous years as a GC. The main objective is to collaborate with the EOR during the delivery of the work for the successful and timely completion of the project and within budget. Provides input to the EOR and County regarding constructability, sequence of construction, and any other ideas that bring value to the project.

3.4 PROJECT MILESTONES AND TARGET DATE:

A.	Contract Execution	2026 February
B.	Pre-Construction Meeting	2026 February
C.	Issuance of Notice to Proceed	2026 February
D.	Pre-construction Activities	2026 March
E.	Substantial Completion	30 days from issuance of NTP*
F.	**Final Completion and Acceptance Of the Works**	**15 days from Substantial Completion***

*Consecutive calendar days

The milestones and/or target dates are subject to change based on the actual date of the contract execution, the issuance of the Notice to Proceed (NTP), or other unknown factors.

3.5 SCOPE OF SERVICES

3.5.1 PHASE 1: PRE-CONSTRUCTION

A. The Construction Contractor will participate in a pre-construction meeting after the Board approves the Contract and before the issuance of the Notice to Proceed, which is also contingent upon the Construction Contractor providing all required insurance certifications and bonds.
B. At the pre-construction meeting, the Construction Contractor will provide, at a minimum, for discussion and approval by the County and EOR:
   1. Tentative work schedule.
   2. Phasing and sequencing with any alternative methods and materials.
   3. Identified risks and potential mitigation efforts if applicable.
   4. Tentative Schedule of draws.
   5. Proposed mobilization date, construction start date, substantial completion date, and completion date.
C. Grant and contract requirements will be addressed, i.e., weekly reports with pictures, change orders, budget overrun, etc.
D. Permits: The Construction Contractor will be responsible for all local permits for natural gas, water, and electricity. The EOR will apply for any needed state (civil) permits.

3.6.2 PHASE 2: CONSTRUCTION:

A. General:

1. The construction phase will include, but is not limited to, mobilization, phasing, and scheduling of the work, obtaining bids and quotes for work, materials and/or supplies, and the execution of subcontracts or procurements beginning with mobilization through completion of the project.
2. During the construction, the Construction Contractor will interface and coordinate with the EOR as conditions and construction activities dictate, to discuss scheduling foreseeable problems, equipment and material delivery days, sub-contractor/vendor performance, safety, and any other issues pertinent to potential delays, budget overrun that could impact the successful and timely completion of the project.

B. **Change Orders:** The County, without invalidating the Construction contract, may order or approve requested changes in the work within the general scope of the project, consisting of additions, deletions, or other revisions to the engineering drawings and specifications, project schedule, costs, etc. Such changes will be approved only through an executed change order with changes justified in writing and additional costs documented with quotes.

D. Quality Control: The Construction Contractor is responsible for the work, materials, equipment and supplies for this project, and shall review the work, materials, equipment and supplies of all subcontractors and/or vendors used on the project to ensure it meets all design specifications as it is being performed and/or delivered. The Construction Contractor will review any disputes that cannot be resolved or may result in a change order with the EOR for resolution, and to the satisfaction of the County, if applicable.

E. **Inspections:** Assist the EOR and the County in performing periodic and final inspections. All inspections preceding the final inspection, the Construction Contractor shall furnish a detailed report of observed discrepancies and omissions in the work performed by subcontractors or vendors and/or materials and supplies provided by such.

F. **Monitoring the Schedule and Weekly Reports**:

1. The Construction Contractor shall monitor the construction schedule and budget and shall provide the EOR and the County with any concerns or problems within a specified amount of time that will be determined at the pre-construction meeting and incorporated into the Notice to Proceed.

2. The Construction Contractor shall provide the EOR and County with written weekly summary reports and pictures documenting before, during, and after work progress. All rain days, challenges or concerns, completed work, pending or approved change orders, total billed to date with balance forward, etc. shall be documented in the weekly report.

G. **Safety: The** Construction Contractor shall monitor that safety and accident prevention measures are established and maintained at the project site. Any observed hazardous conditions, violations, or potentially hazardous conditions shall be reported immediately to subcontractors/vendors supervisory personnel onsite. A written report of such incident and follow-up report of the remediations shall be provided to the subcontractor/vendor, EOR, and the County.

H. **Project Records: The** Construction Contractor shall:
1. Maintain records at the job site, including a current set of contract documents, a project log, and progressive photographs of the project, record of construction progress, problems and concerns, work logs, payroll records, Davis Bacon interviews, etc.
2. All records shall be open for inspection by the EOR and the County.
3. All records shall be delivered to the County in an organized format to the County at completion of the Project.

SECTION 4.0 BID RESPONSE REQUIREMENTS

4.1 The County has established certain mandatory requirements that must be included as part of any response that are described in the ITB ***"Attachment 1: Instructions to Bidders and Bid Construction"*** hereby incorporated by reference. The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition. The words "should" or "may" in this ITB indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not byitself cause rejection of a Bid.

4.2 Bids not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as signed and dated forms and certifications, etc., may be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A bidder whose replies, past performance or current status that do not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the ITB may be rejected as non-responsible.

4.3 The County reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the Board may reject any and all Bids and seek new Bids when it is in the best interest of the County to do so.

4.4 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the ITB Attachment 2: Form 1: Bid Transmittal Form, for a Bid by

a/an:

a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.

b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

c. Individual shall show the Bidder's name and business address.

d. Bid by a joint venture shall be executed by each joint venture member in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.

4.5 All names shall be printed in ink or typed below the signatures.

4.6 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers, and dates of which shall be filled in on Form 1: Bid Transmittal Form.

4.7 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.

4.8 A Bidder seeking to do business with the County shall, at the time of submitting a Bid, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: http://sunbiz.org/index.html or https://www.dos.myflorida.com/.

The Bid shall contain evidence of Bidder's authority and qualifications to do business in the state or locality where the Project is located, or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown Form 1: Bid Transmittal Form.

4.9 NOT APPLICABLE: ~~If this project is federally funded and subject to federal procurement provisions, the Bidder shall be appropriately registered with the System for Awards Management (SAM.gov) at the time of submitting a Bid. Please visit SAM.gov for additional information regarding registration. If a Bidder has already registered with SAM.gov, a Unique Entity Identifier (UEI) number must be provided on the ITB Attachment 2: Form 1: Bid Transmittal Form, and by completing Form 16: System for Award Management (SAM).~~

4.10 The Bid should address the requirements in a clear and concise manner in the

order stated herein.

4.11 Bids must include the information/documents specified and requested in the ITB. Bids that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.

413 The County reserves the right to seek additional/supplemental representation on specific issues as needed.

4.14 Bids should be typed or clearly written. No changes in or corrections to Bids will be allowed after the Bids are opened.

4.15 The signer of the Bid must declare that the Bid in all respects is fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.

4.16 The County shall not be liable for any costs incurred by Bidder before entering into a contract and the issuance of the Notice to Proceed.

4.16 Refer to Attachment 1: Instructions to Bidders and Bid Construction and Attachment 2: Forms and Certifications.

SECTION 5.0 BID RECEIPT AND OPENNING

5.1 All Bids shall be submitted in accordance with the ITB and any addendums issued, and on the date and time specified in Section 1.0. Schedule of Events. The County Purchasing Office shall date-stamp and record Bids received.

5.2 The responsibility for submitting the Bid to the County Procurement Office no later than the specified time and date is solely that of the Bidder. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.

5.2 Submission of Bids by fax or other electronic means will not be accepted.

5.3 Any Bids received after the stated time and date will not be considered. Late Bids shall not be opened at the public opening. Arrangements may be made for the unopened Bid to be returned at the Bidder's request and expense.

5.4 A Bid may be withdrawn or modified per Section 8.9. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.

5.5 All Bids will be opened on the date and time indicated in Section 1.0, Schedule of Events (i.e., date Bids are due) or as modified by addendum.

5.6 Pricing shall be valid for a period of ninety (90) days from the opening of Bid or until the award is made, whichever occurs later.

SECTION 6.0 EVALUATION OF BIDS AND SELECTION PROCESS

6.1 Bidders who satisfy the required qualifications and are deemed responsible Bidders and who timely submit a responsive Bid will be considered by the County.

6.2 A Bidder whose Bid, past performance, or current status that does not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the ITB and contract may be rejected as non-responsible.

6.3 Responses to this ITB, not meeting the requirements specified herein may be considered non-responsive or not responsible, as applicable.

6.4 The County may consider the following factors in addition to price when determining whether a Bidder is responsive and responsible:

A. Ability, capacity, and skill of the Bidder to perform the contract.

B. Whether the Bidder can perform the contract within the time specified, without delay, interference, or conflict with current workload.

C. Character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

D. Quality of performance of previous contracts.

E. Previous and existing compliance by the Bidder with laws and regulations relating to the contract.

F. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.

G. Quality, availability and adaptability of the supplies or contractual services to the particular use required.

H. Ability of the Bidder to provide further maintenance and service for the use of the subject of the contract, if applicable.

I. Number and scope of conditions attached to the bid or quote.

J. Qualifications of personnel, licensing, and corporate qualifications.

K. Evidence of improper litigation.

L. Use of one or more subcontractors with a record of inferior performance.

6.5 For the purposes of this ITB, the County may consider evidence within the ten-year period preceding this ITB.

6.6 In the event the lowest, responsive, responsible bid for construction project exceeds the grant or EOR probable cost estimates, the County Administrator or their designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, to bring the bid within the

available funding.

6.7 Clarification from Bidders: The County may seek clarification from any or all Bidders and consider such supplementary information in the evaluation of the Bid.

6.8 The County reserves the right to reject any and all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. The County reserves the right to reject the Bid of any Bidders whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Bidder.

6.9 More than one Bid for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

6.10 In evaluating Bids, the County will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to issuance of the Notice to Proceed.

6.11 In evaluating Bidders, the County will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of subcontractors, suppliers and other individuals or entities may be required to be submitted as provided herein**. Refer to Attachment 1. Instructions to Bidders and Bid Construction.**

6.12 The County may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, individuals, or entities to perform the work. Any bidder or sub-contractor having access to County facilities or property may be required to be screened to a level that may include but not limited to fingerprinting and a statewide criminal background check with any all fees for such the responsibility of the Bidder or subcontractor.

6.13 Responses to the ITB not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable.

6.14 Right of Rejection: The County reserves the right to reject a bid or all bids per Section 8.9, if in the best interest of the County. All Bidders are cautioned to make no assumptions unless their Bid (response) has been deemed responsive.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

7.1 The County reserves the right to incorporate the successful Bid into the Contract.

Failure of a firm to accept this obligation may result in the cancellation of the award to said Bidder and the County shall then negotiate with the next ranked Bidder.

7.2 The construction, interpretation, and performance of this ITB, and all transactions underit shall be governed by the laws of the State of Florida and Gadsden County. The Agreement shall include all terms and conditions of this ITB, any addenda, response, and the County's contract issued as a result of this ITB.

7.3 The County reserves the right to make award(s) to more than one Bidder and/or by individual items, group of items all or none, or a combination, thereof. Award will be made to the lowest responsible and responsive Bidder(s) within the category chosen for the basis of award.

7.4 The selected Bidder will be required to assume responsibility for all Work offered in the Bid. The County will consider the selected Bidder to be the sole point of contact regarding contractual matters, including payment on any or all charges.

7.5 All notices for the intent to award, award, or other events will be posted to the County's website in accordance with Section 1.0 Schedule of Events.

7.6 The recommended lowest, responsive and responsible Bid deemed best by the County shall be presented by the County Administrator in the form of an Agenda Request to the Gadsden County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.

7.7 After successful posting of the intent to award for 72 hours per section 8.4, and Board approval of an award, the County will negotiate a contract with the successful Bidder(s) in accordance with County policy, Florida Law, this ITB,and the successful Bidder's Bid.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

Conformity and adherence to the terms and conditions of this ITB shall be considered by the County as part of its process in determining responsible and responsive Bids.

Review ITB Appendix A: Draft Contract and Attachment 2: Forms and Certifications for terms, conditions, forms, and certifications that may not be expressly addressed herein.

8.1 Definitions

General terms used throughout this ITB are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

8.1.1 **Award** means the determination of a successful Bidder(s) in response to this ITB, resulting in an offer of a Contract to perform the services pursuant to the ITB and the Bid.

8.1.2 **County** means the Gadsden County Board of County Commissioners (BOCC or Board) and its employees.

8.1.3 **Contract or Agreement** means the legally enforceable document agreed to and signed by the County and successful Bidder(s) (collectively referred to as the "Parties").

8.1.4 **ITB** means this document, its attachments and any document hereinafter incorporated by reference.

8.1.5 **Bidder** means any firm, individual or organization submitting a Bid in response to this ITB.

8.1.6 **SOW** means Scope of Work or Scope of Services.

8.1.7 **Successful Bidder** means a Bidder who is awarded a Contract as a result of its Bid submitted in response to this ITB.

8.2 Issuance of Addenda

If this ITB is amended, the County Procurement Office will issue an appropriate addendum to the ITB. If an addendum is issued, all terms and conditions not specifically modified shall remain unchanged.

An addendum to this ITB will be issued if any of the events, dates and/or times referenced in Section 1.0 change. Some dates/times may be determined at each phase.

Any and all such interpretations and supplemental instructions issued per Section 1.0 shall be in the form of a written addendum, which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Bidder and shall become a part of the ITB Document(s).

8.3 Florida Public Records Law and Confidentiality

8.3.1 By submitting a Bid in response to this ITB, a Bidder acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

8.3.2 Should the Bidder provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase:

A. "***PROPRIETARY INFORMATION***" on the face of each affected page of such materials. The Bidder shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information,

has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

B. **NOTE: The County will not accept Bid submittals when the entire submittal is labeled as exempt from public disclosure. Developer's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the County may deem the Bid submittal as "non-responsive."**

8.3.3 Should any person request to examine or copy any material so designated and providedthe affected Bidder has otherwise fully complied with this provision, the County, in reliance on the representations of the Bidder, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy thecomplete version of the affected material, the County shall notify the Bidder of that request, and the Bidder shall reply to such notification, in writing that must be receivedby the County no later than 4:00 p.m., EST, of the second County business day followingBidder's receipt of such notification, either permitting or refusing to permit suchdisclosure or copying.

8.3.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever whichmay be incurred by the County, or assessed or awarded against the County, in regard tothe County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Biddershall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence overany provisions or conditions of any Bid submitted by a Bidder in response to thisITB and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

8.4 <u>Right to Protest</u>

Any person who is affected adversely by the decision or intended decision of the County shall file with the Purchasing Division a notice of intent to protest in writing within 72 hours after the posting of the bid tabulation. Thereafter, a formal protest shall be filed, in writing within ten (10) calendar days after the date of the filing of the notice of intent to protest.

Any Bidder who desires to formally protest shall follow the procedures outlined in the Gadsden County Procurement Policy, incorporated by reference, and can be obtained by contacting the County Purchasing Director at (850) 875-7243 or email: Procurement@gadsdencountyfl.gov.

The failure to file a notice of intent to protest or failure to file a formal written protest shall constitute a waiver of proceedings.

A written protest is filed with the County when it is delivered to and received by the Purchasing Division.

8.5 Requests for Clarification and Assistance

All inquiries and questions concerning this ITB must be in writing (e-mail is acceptable) and received in accordance with Section 1.0 and must be directed to:

Questions: Gadsden County Purchasing Office
850-875-7243
Procurement@gadsdencountyfl.gov

Address: Gadsden County Board of County Commissioners
Purchasing Office
Attn: ITB 2026-11
Hand Deliver: 9 B East Jefferson Street
Mailing Address: PO Box 1799
Quincy, FL 32351

Questions and responses will be posted on the County's Website and if necessary, an Addendum(s) will be issued per Section 8.2

8.6 ADA - Special Accommodations

Any person requiring special accommodation by the County due to a disability should call the County Purchasing Office at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Board's Purchasing Office by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD). The Purchasing Office telephone number is: 850-875-8694.

8.7 Bidder's Responsibility

8.7.1 It is understood and the Bidder hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this ITB.

8.7.2 Failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

8.7.3 Bidders are expected to examine the specifications and all instructions pertaining to the required work/commodities/services. Failure to do so will be at Bidder's risk.

8.8 Indemnification and Hold Harmless (FORM 4)

Bidders must complete and sign Form 4: **Indemnification and Hold Harmless.**

Reference Appendix A: Draft Contract for additional information.

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8.9 Right of Rejection

The County reserves the right to reject any Bid found to be non-responsive, vague, or nonconforming or to waive informalities and contract with the apparent lowest, responsive, qualified, and/or responsible Bidder. Furthermore, the County reserves the right to withdraw all or part of this ITB at any time prior to the final award and execution of a Contract.

8.10 Public Entity Crimes (Form 5)

Bidders must complete and sign Form 5: Sworn Statement under Section 287.133(3)(a),fs, on Public Entity Crimes.

8.11 Small, Minority and Woman-Owned Business Enterprise

Certification as a minority business enterprise for the purpose of this ITB is defined by the Florida Small and Minority Business Assistance Act. Bidders certified by the Stateof Florida should include a copy of the certification with their Bid.

8.12 Equal Employment Opportunity/Affirmative Action (Form 6)

The County certifies that it is an Equal Employment Opportunity/Affirmative Action employer and that it will not discriminate during the selection process on the basis of religion, sex, sexual orientation, gender identity, familial status, race, color, national origin, or handicap status.

Bidders must complete and sign Form 6: Equal Opportunity Affirmative Action Statement.

8.13 Exemption of Meetings/Presentations

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting, and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the

reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

8.14 Drug Free Workplace (Form 7)

Gadsden County is a Drug Free Workplace. Bidders should review, complete, and sign Form 7: Drug Free Workplace Certification.

8.15 Conflicts of Interest (Form 8)

An award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders should review, complete and sign Form 8: Disclosure Statement Conflict of Interest Disclosure.

8.16 Non-Collusion (Form 9)

Each Bidder is required to sign and have notarized by a Florida Notary Form 9: "Non-collusion Affidavit."

8.17 Ethical Business Practices (Form 10)

8.17.1 The County reserves the right to deny the award or immediately suspend any contract resulting from this ITB or Bid, pending final determination of charges of unethical business practices. At its sole discretion, the County may deny award or cancel the Contract if it determines that unethical business practices were involved.

Bidders are required to complete, sign, and certify Form 10: Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements.

8.17.2 **Gratuities**. It shall be unethical for any person to offer, give or agree to give any Countyemployee, or for any County employee to solicit, demand, accept or agree to accept fromanother person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification orprocurement standard, rendering of advice, investigation, auditing or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any ITB or Bid thereof.

8.17.3 **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or highertier subcontractor or any person associated therewith, as an inducement for the award ofa subcontract or order.

8.18 Subcontracting (Form 11)

8.18.1 Firms submitting a Bid may consider subcontracting portions of the services to be performed and/or provided. If this is to be done, that fact, and the name of the

proposed subcontracting firm(s), must be clearly identified in the Bid and the Contract.

8.18.2 Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the County.

8.18.3 All subcontractors shall be held to the same requirements, terms and conditions of this document, its attachments, any documents incorporated by reference and the executed Contract.

8.18.4 A Bidder must complete and sign Form 11: List of Proposed Contractors and Services to be Performed.

8.19 Withdrawal or Modification of Bids

A Bid may be withdrawn or modified only by written notification from the Bidder **prior** to the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened.

8.20 Status of Contractor

The Bidder shall, at all times relevant to a contract as a result of this ITB, be an independent contractor and in no event shall the Bidder, nor any employees or sub-contractors under it, be considered to be employees of the County.

8.21 Registered to Do Business in the State of Florida

A Bidder seeking to do business with the County shall, at the time of submitting a Bid, be registered with the Department of State in accordance with the provisions of Chapter 605, 607, 608, 617 and/or 620 Florida Statutes; similarly, partnerships seeking to do business with the County shall, at the time of submitting a Bid, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites http://sunbiz.org/index.html or http://www.dos.state.fl.us/doc/index.html The Bidder shall be licensed to do business in the State of Florida and the Bidder and employees assigned to the Contract shall hold all necessary and required professional licenses and certificates to perform required services.

8.22 Debarment and Suspension (Form 12)

Bidders are required to complete and certify Form 12: Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions.

8.23 Employment Eligibility Verification (Form 13)

Bidders are required to complete and sign Form 13: E-Verify Compliance Certification.

8.24 Venue

Venue for all actions arising under the ITB and subsequent Contract shall lie in Gadsden County, Florida, United States.

8.25 Construction

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida.

8.26 Order of Precedence

The provisions of the ITB, successful firm's Bid and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provisions of the ITB and Contract. In the event of an inconsistency between the provisions of the ITB or Contract hereto, the Order of Precedence shall be followed:

A. Federal Laws
B. Laws of Florida
C. FDOT grant agreement 451999-1-94-01
D. ITB and all of its addendums and attachments.
E. Executed Contract
F. Successful firm's Bid

8.27 Term of the Contract and Termination

The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and the term shall be negotiated as part of the Contract negotiation activities.

Bidders should review Appendix A: Draft Contract and provide any comments or concerns with their Bid submittal on Attachment 2: Form 15: Comments on Draft Contract.

8.28 **Insurance Requirements**

8.28.1 Before the Work/Service begin, the Bidder(s) shall procure and maintain at its own costand expense for the duration of the Contract, liability insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Bidder, his agents, representatives, employees, or subcontractors. Specific insurance requirements are set forth in **Form 14**: Insurance Certification Required Policy Endorsements and Documentation and Appendix A: draft contract. Additional insurance requirements may be required as part of contract negotiations.

8.28.2 Verification of Coverage

The Bidder shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *The certificates and endorsements are to be received and approved by the County before the Work/Services commence.*

8.28.3 Subcontractors

The Bidder shall include each of its subcontractors as insured under the policies of insurance required herein.

8.29 Bond Requirements

Performance and Payment Bond. The Successful Bidder must provide Performance and Payment bonds in the amount of 100 percent of the Contract amount within fifteen (15) calendar days or less of the execution of the Contract by the Board, or prior to the issuance of the Notice to Proceed. The work cannot begin until Bonds are received. (*Ref. section 255.05, FS)*

Bid Bond. A five percent (5%) bid bond is required for a bid that exceeds $250,000 and must be included with the Basis of the bid. (*Ref: section 337.18, FS)*

See ITB Attachment 2: Form 18A and B.

APPENDIX A: DRAFT CONTRACT