

ITB 2024-10  
INTENT AND GENERAL INFORMATION  
Stabilization of Private Roads  
**JEFFERSON COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**



## **INTENT AND GENERAL INFORMATION**

### **INVITATION TO BID NO: 2024-10**

#### **Stabilization of Private Roads**

**BID ADVERTISE DATE: November 27, 2024**

**BID RELEASE DATE: November 27, 2024**

**RESPONSE DUE DATE AND TIME: January 6, 2025, at 3:00 PM EST**

#### **MAIL OR DELIVER RESPONSE TO:**

**(Hand-delivery or express mail services)**

Jefferson County Board of County Commissioners

ATTN: ITB 2024-10

450 W. Walnut Street

Monticello, FL 32344

Contact:

COUNTY MANAGER'S OFFICE

Theresa Sterling

450 W. Walnut Street

Monticello, FL 32344

850-342-0223

tsterling@jeffersoncountyfl.gov

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**INTENT AND GENERAL INFORMATION**

Jefferson County, Florida through Invitation to Bid No. 2024-10 is soliciting bids from qualified businesses registered to do business in the State of Florida to provide repairs to private roads in various sections throughout the County.

This project consists of stabilizing 16.54 miles of roads with limestone and includes all related services such as but not limited to preparation, materials and labor. Roads to be stabilized include Crabapple Rd., Kameron Rd., Murmuring Creek, E. Osprey, W. Osprey, Oakland Plantation Rd., Sweetfield Rd., Vista Rd., and roads in the Aucilla Shores subdivision: Deerwood Blvd., Ashville Highlands Dr., E. 10th Way, W. 10th Way, E. 2nd Way, E. 1st Way, E. 1st Place.

This project is funded by the Legislative Appropriation Program designated for Repair and Recovery for damages incurred from Hurricane Idalia and is subject to the terms of State Funded Grant Agreement, Contract No. D1546, as amended. Bidders are responsible for complying with the requirements therein.

It is the intent of this ITB to enter into a Contract with the successful Bidder to begin upon approval of the Board of County Commissioners and the issuance of a Notice to Proceed (NTP), for the Work.

Firms interested in preparing a bid for this ITB must complete the requirements set forth in this ITB, its attached documents and documents incorporated by reference (collectively referred to as the "ITB"). Under the bid process of Jefferson 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 its Bid to the County in response to this ITB.

If this ITB is amended, the County Manager's Office will issue an appropriate addendum to the ITB. Any addendums will be posted on the County Website. If an addendum is issued, all terms and conditions of this ITB that are not specifically modified in the addendum shall remain unchanged. An addendum to this ITB will be issued if any of the date and/or time change, unless the date(s) fall after the date the ITB Bid(s) are due. Specific dates/time will be determined at each phase.

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

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The County reserves the right to reject any Bid found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this ITB in order to protect its best interests. The County is not liable for any costs incurred by the Bidder in preparing its response, nor is a response an offer to contract with any Bidder. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida’s public records laws.

While every effort is made to ensure the accuracy and completeness of information in the 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 Proposer to include in its Proposal all pertinent information in accordance with the objectives of the ITB.

The ITB and any addenda issued are available on the Jefferson County website at <http://www.jeffersoncountyfl.gov> or by contacting the County at 850-342-0223. All questions pertaining to this ITB should be submitted in writing in accordance with the ITB instructions set forth in Section 1.0 of the ITB.

**ADA –Special Accommodations:** Any person requiring accommodations by the County due to a disability should call the County Manager’s Office at 850-342-0223 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 County Manager’s Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

**SECTION 1.0 SCHEDULE OF EVENTS**

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 are Eastern Standard Time (EST).***

<b><i>Event</i></b>	<b><i>Date/Time</i></b>
Bid Advertisement Date	November 27, 2024
Release of Invitation to Bid	November 27, 2024
Bid Questions Due from Prospective Bidder	December 11, 2024
Responses to Bid Questions Due	December 18, 2024
BIDS DUE TO BOCC	January 6, 2025, at 3:00 PM
Posting of Intended Award	January 6, 2025
Board Consideration of Intended Award	January 16, 2025
Posting of Notice of Award	January 17, 2025

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**SECTION 2.0 BID QUESTIONS**

All inquiries and questions concerning this ITB, must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Theresa Sterling, tsterling@jeffersoncountyfl.gov or mailed to 445 W. Palmer Mill Rd., Monticello, FL 32344.

Questions and responses will be posted on the County’s Website and, if necessary, an Addendum or Addenda will be issued.

**SECTION 3.0 SCOPE OF WORK**

This project consists of stabilizing 16.54 miles of roads with limestone and includes all related services such as but not limited to preparation, materials and labor. Roads to be stabilized include Crabapple Rd., Kameron Rd., Murmuring Creek, E. Osprey, W. Osprey, Oakland Plantation Rd., Sweetfield Rd., Vista Rd., and roads in the Aucilla Shores subdivision: Deerwood Blvd., Ashville Highlands Dr., E. 10<sup>th</sup> Way, W. 10<sup>th</sup> Way, E. 2<sup>nd</sup> Way, E. 1<sup>st</sup> Way, E. 1<sup>st</sup> Place.

**Repairs to Private Roads**

This project provides funding to Jefferson County to repair up to 5.4 miles of private roads by building the roads back up using limestone, grading, and replacing cross drains as follows:

Street	Mileage	Latitude From	Longitude From	Latitude To	Longitude To	Cross drains
Kameron Rd	2/10 miles	30°24'42"N	83°56'45"W	30°24'29"N	83°56'44"W	1
Oakland Plantation Rd	1.7 miles	30°30'21"N	83°57'29"W	30°30'43"N	83°58'41"W	2
Sweetfield Rd	4/10 miles	30°29'33"N	83°58'52"W	30°29'27"N	83°58'31"W	1
East / West Osprey	1.2 miles	30°28'38"N	83°59'46"W	30°28'30"N	83°58'29"W	2
Murmuring Creek Rd	3/10 miles	30°28'41"N	83°58'55"W	30°28'22"N	83°58'52"W	1
Crab Apple Ln	3/10 miles	30°34'38"N	83°50'50"W	30°34'22"N	83°50'50"W	0
Vista Rd	1.3 miles	30°30'54"N	83°53'32"W	30°30'15"N	83°53'09"W	2

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**Repairs to HOA Roads:**

This project provides funding to Jefferson County to repair up to 11.14 miles of HOA roads by building the roads back up using limestone grading, and replacing cross drains as follows:

Street	Mileage	Latitude From	Longitude From	Latitude To	Longitude To	Cross drains
Deerwood Blvd	2.6 miles	30°35'45"N	83°42'33"W	30°33'54"N	83°42'49"W	2
E 1 <sup>st</sup> Way	2.1 miles	30°35'45"N	83°42'07"W	30°35'03"N	83°42'09"W	2
E 2 <sup>nd</sup> Way	6/10 miles	30°35'46"N	83°41'39"W	30°35'28"N	83°42'08"W	1
Asheville Highlands	2.1 miles	30°35'46"N	83°41'19"W	30°34'36"N	83°42'17"W	2

		Cross Street From		To		Cross drains
E. Buckhorn Trail	1.5 miles	Deerwood Blvd		End of road		0
Oakwood Ln	2/10 miles	E Duck Pond Dr		End of road		0
E Turkey Roost Rd	1.0 miles	Oakwood Ln		End of road		0
E Duck Pond Dr	0.74 miles	Deerwood Blvd		End of road		0
W Duck Pond Dr	3/10 miles	Deerwood Blvd		End of road		0

Work on the project shall be substantially completed within 150 calendar days from the Commencement Date established in the Notice to Proceed to be issued by the County to the awarded bidder. Work shall be fully completed and ready for final acceptance by the County within 180 calendar days from the Commencement Date.

**SECTION 4.0 RECEIPT AND OPENING OF THE BID**

- 4.1 All Bids received will be recorded and date stamped at the Jefferson County office located at 450 W. Walnut St., Monticello FL. The responsibility for submitting the Bid to the County Manager’s 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.
- 4.2 Submission of Bids by fax or other electronic means will not be accepted. Late Bids will not be accepted, i.e., any Bid submitted/received after 3:00 P.M. on January 6, 2025, unless otherwise changed through the issuance of an addendum to this ITB.

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- 4.3 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.
- 4.4 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 of the Bid after it has been opened.
- 4.5 All timely 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.

**SECTION 5.0 CONE OF SILENCE**

- 5.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement date of November 27, 2024, and will terminate upon issuance of Notice of Award. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the County Manager with approval from the Board of County Commissioners and may subject the potential Respondent/Consultant or representative to debarment.
- 5.2 A prospective Respondent shall not have any communication with any of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Jefferson County Government, which includes the Jefferson County Sheriff's Office, nor any members of the Evaluation Committee, either individually or collectively, concerning this project. Contractor/Respondent or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.
- 5.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 2.0, Bid Questions. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions 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).
- 5.4 The Cone of Silence shall not apply to:
  - a) Communications at the pre-bid meeting.
  - b) Communications during contract negotiations between designated County employees and the intended Vendor.

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c) Communication with a Vendor by a County employee following Competitive Procurement opening to clarify the Vendor's Response.

d) Communication following the filing of a challenge to a Competitive Procurement between the protesting Vendor or the selected Vendor and the County Manager's Office, and County Attorney's Office concerning the challenge.

**SECTION 6.0 BID RESPONSE REQUIREMENTS**

- 6.1 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 by itself cause rejection of a Bid.
- 6.2 Bids not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as required forms, bonds, etc., will 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.
- 6.3 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 of County Commissioners may reject any and all Bids and seek new Bids when it is in the best interest of the County to do so.
- 6.4 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 Bid 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.



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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.

- 6.5 All names shall be printed in ink below the signatures.
- 6.6 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 6.7 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.
- 6.8 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 qualification 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 on the Proposal Transmittal Form (Bid Form 1).
- 6.9 The Bid should address the requirements in a clear and concise manner in the order stated herein.
- 6.10 Bids must include the information/documents specified in the Bid Proposal Forms. Bids that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.
- 6.11 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 6.12 Bids should be typed or clearly written. No changes in or corrections to Bids will be allowed after the Bids are opened.
- 6.13 The signer of the Bid must declare that the Bid in all respects fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.
- 6.14 The County shall not be liable for any costs incurred by Bidder prior to entering into a contract. Therefore, all Bidders are encouraged to provide a simple, straightforward, and concise description of their ability to meet the ITB requirements.

**SECTION 7.0 EVALUATION OF BIDS AND SELECTION PROCESS**

- 7.1 Bidders who satisfy the required qualifications and are deemed responsible Bidders and who timely submit a responsive Bid will be considered by the County. Bids received from prospective Bidders who have been suspended or debarred will not be accepted or considered. 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 Contract may be rejected as non-responsible.
- 7.2 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 vendor 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 poor performance.
- 7.2.1 For the purposes of this section, the county may consider evidence from the ten-year period preceding the subject bid.

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- 7.2.2 In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the County Manager or designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, in order to bring the bid within the amount of available funds. After award of this Bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At Contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in its best interest.
- 7.3 The County reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The County further reserves the right to reject the Bid of any Bidder 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.
- 7.3.1 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.
- 7.3.2 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 the Notice of Award.
- 7.3.3 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 must be submitted as provided in the Supplementary Conditions. The apparent low, responsive, responsible bidder will be required to provide a list of similar projects completed in the last five years including the project description, location, dates, and team members, an organizational profile of the company with a list of professional staff, years with the company, a statement of qualifications and copies of professional certifications and licenses held prior to any Board of County Commissioners consideration of an award. Failure to provide this information will result in the Bidder being designated not responsible.
- 7.3.4 The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance

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with the contract Documents. Any Bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include but is not limited to fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.

- 7.3.5 If the Contract is to be awarded, the County will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to offer the award.
- 7.4 Responses to this ITB not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. In the best interest of the County, the Jefferson Board of County Commissioners' reserve the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.
- 7.5 Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible Bidders the following steps will be taken to establish the award to the lowest Bidder. This method shall be used for all ties.

**Step 1 Drug Free Workplace:**

At the conclusion of step 1 if all is equal, the Bidder with a Drug Free Workplace program shall be given preference, over a Bidder with no Drug Free Workplace program. The Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of § 287.087, F.S.

**Step 2 Coin Flip:**

At the conclusion of Step 1, if all is equal, the Contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

- 7.5.1 When the tie has been broken pursuant to the above procedures, the Contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 7.5.2 If an award or negotiation is unsuccessful with the initial Bidder, award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder if necessary.

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- 7.6 When the County gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract with the other Contract Documents which are identified in the Contract as attached thereto. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to the County. The County shall deliver one fully signed counterpart to Successful Bidder.

**SECTION 8.0 INTENT TO AWARD AND CONTRACT EXECUTION**

- 8.1 The County reserves the right to incorporate the successful Bid into the Contract. Failure of a Bidder to accept this obligation may result in the cancellation of the award. The Contract document and its exhibits are included as Appendix B, which is attached hereto and incorporated herein by reference.
- 8.2 The construction, interpretation, and performance of this ITB, and all transactions under it shall be governed by the laws of the State of Florida and Jefferson County. The Contract shall include all terms and conditions of this ITB, any addenda, response, and the County's contract issued as a result of this ITB.
- 8.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive Bidder(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Bidders at its discretion.
- 8.4 The Successful Bidder will be required to assume responsibility for all services offered in the Bid. The County will consider the Successful Bidder to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 8.5 After successful posting of the award for 72 hours, the Successful Bidder will be required to enter into the Contract with the County.

**SECTION 9.0 STANDARD TERMS AND CONDITIONS (STAC)**

- 9.1 Definitions
- 9.2 Florida Public Records Law and Confidentiality
- 9.3 Procurement Challenges
- 9.4 Construction and Venue
- 9.5 Contract
- 9.6 Insurance Requirements and Bond Requirements

## **9.1 Definitions**

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

***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 their bid.

***Bid Bond*** means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as bid. If required, a bid bond/deposit shall be for 5% of the amount of the bid.

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

***Cone of Silence*** is the prohibition of any communication between a Vendor and a County officer, employee, or agent regarding a pending Competitive Procurement, except for such communications at a duly noticed Pre-Proposal Conference or oral presentation, or with the County's designated representative noted in the Competitive Procurement documents.

***Contract*** means the legally enforceable document agreed to and signed by the County and successful Bidder(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

***County*** means the Jefferson Board of County Commissioners (BOCC) and its employees.

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

***Local Business*** means a business that has a current business tax receipt issued by Jefferson County, if required, and has its principal office located within Jefferson County currently and for the six (6) month period immediately preceding submission of a response to a Competitive Procurement.

***Notice to Proceed (NTP)*** Authorization/letter that will inform the Contractor of the date that Contractor can start work. NTP start date will be calculated Fifteen (15) calendar days from the date of the Notice to Award.

***Successful Bidder*** means a Bidder who is Awarded a Contract as result of the Bid submitted in response to this ITB.

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**Payment Bond** means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract and is due Fifteen (15) days after execution of Contract by the Board of County Commissioners for Jefferson County.

**Performance Bond** means a bond to assure satisfactory performance of the terms of the contract and is due Fifteen (15) days after execution of Contract by the Board of County Commissioners for Jefferson County

**Work or SOW** means the scope of work and/or services.

## **9.2 Florida Public Records Law and Confidentiality**

9.2.1. 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.

9.2.2 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 “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.

9.2.3 Should any person request to examine or copy any material so designated and provided the 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 the complete 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 received by the County no later than 4:00 p.m., EST, of the County business day following Bidder’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.

9.2.4 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 which may be incurred by the County, or assessed or awarded against the County, in regard to the County’s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the

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Bidder is not initially named as a party, the Bidder shall 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 over any provisions or conditions of any Bid submitted by a Bidder in response to this ITB and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

### **9.3 Procurement Challenges**

Any Bidder who desires to formally protest may do so on the grounds of material irregularities in the bid procedure, or material irregularities in the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing and delivered to the County within 72 hours after posting of the intended recommendation of award. A formal written bid challenge shall be filed within 5 working days in the County Manager's Office after the date on which the notice of intent of bid challenge has been submitted. Failure to file a timely notice of intent of bid challenge or failure to file a timely formal written bid challenge shall constitute a waiver of bid challenge proceedings. Bidders who do not submit a legitimate bid do not have standing to file a protest. Furthermore, bidders who would not be awarded the subject contract even if the protest were successful lack standing.

The notice of intent of bid challenge shall contain at a minimum: the name of the bidder, the bidder's address, fax number, and phone number, the name of the bidder's representative to whom notices may be sent, the name and bid number of the solicitation, and a brief factual summary of the basis of the intended challenge.

The formal written bid challenge shall: identify the challenger and the solicitation involved, include a clear statement of the grounds on which the challenge is based, refer to the statutes, laws, ordinances, or other legal authorities to which the challenger deems itself entitled by application of such authorities to such grounds. The challenger shall mail a copy of the notice of challenge and the formal written challenge to the apparent best bidder. The County Manager shall, within ten (10) working days of receipt of the formal written challenge, cause the challenge to be investigated. In the event the challenge is not resolved, the Board shall, within a reasonable time, be presented with the written

challenge and the County Manager's decision to the challenge prior to award of the bid. The procurement, which is the subject of the protest, shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect substantial interest of the County.

Nothing herein relinquishes the County's rights to waive irregularities and formalities in accordance with its bid package and instructions. Further, nothing herein shall create any rights in the unsuccessful bidder. All decision of the Board shall be final.



#### **9.4 Construction and Venue**

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the ITB, Successful Bidder's Bid and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida
- b. Contract
- c. ITB and all of its addendums and attachments
- d. Successful firm's Bid

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

#### **9.5 Contract**

9.5.1 The Successful Bidder will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.

9.5.2 Any exceptions to the proposed Contract must be noted in Bid Proposal Form 4. The County is under no obligation to modify the proposed Contract to conform to the Successful Bidder's Contract exceptions. Contingent Bids will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Bidder must provide this information to the County at the time of submission of bid questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Bidder's exception and modification are rejected by the County during the bid question portion of the Bid process and the Bidder later submits a Bid, Bidder shall be deemed to have accepted this Contract provision.

#### **9.6 Insurance Requirements and Bond Requirements**

##### **9.6.1 Insurance Verification Requirements – See Appendix B, Section 4.**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

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- |                                 |  |
|---------------------------------|--|
| 1. Worker's Compensation        |  |
| 1.) State                       | Statutory  |
| 2.) Employer's Liability        | \$100,000 each accident<br>\$500,000 policy aggregate  |
| 2. Business Automobile          | \$500,000 each occurrence<br>(A combined single limit) |
| 3. Commercial General Liability | \$500,000 each occurrence<br>(A combined single limit) |

This Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the County. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

#### 9.6.2 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted by the County or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the County shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the County of any kind whatsoever. County will immediately notify the Contractor or its assignee of such occurrence. In the event of such termination, the County agrees to peaceably surrender possession of the equipment to the Contractor or its assignee on the date of such termination to the extent that such equipment has not been paid for by the County. The Contractor will be responsible for packing all equipment and any freight charges.

The County will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the

next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Contractor shall covenant and agree to indemnify and hold County harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise

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agreed to by the County in the equipment Contract and which is incurred and arises upon a failure of the County to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.

9.6.3 Bond Requirements – See Appendix B, Section 4 and Exhibits D and E thereof.

The successful bidder must provide Performance and Payment Bonds in the amount of 100% of the contract amount.

**LEGAL ADVERTISEMENT**

**JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**

**INVITATION TO BID 2024-10**

**FOR:**

**Private Roads Stabilization**

**Advertisement Begin Date: November 27, 2024**

**Bids Due Date/Time: January 6, 2025 at 3:00 p.m. EST**

The Jefferson County Board of County Commissioners (“County”) is seeking bids from qualified Contractors to provide repairs to private roads in various sections throughout the County.

This project consists of stabilizing 12.8 miles of private roads with limestone. Roads to be stabilized include Crabapple Rd., Kameron Rd., Murmuring Creek, E. Osprey, W. Osprey, Oakland Plantation Rd., Sweetfield Rd., Vista Rd., and roads in the Aucilla Shores subdivision. Contractor is responsible for complying with Florida Department of Transportation (FDOT) Standard Specifications. Bidders must be an FDOT prequalified contractor.

Sealed proposals for the above-described construction project will be received at the Jefferson County Manager’s Office, Attn: Theresa Sterling, 445 W. Palmer Mill Rd., Monticello, Florida 32344, until January 6, 2025 at 3:00 p.m. Eastern Standard Time (EST), at which time the bids will be opened and read aloud. Bids received after said time will be returned unopened.

If you are interested in submitting a proposal, you must obtain the complete solicitation package, which contains additional information regarding this solicitation and instructions related to submitting a bid, from the Jefferson County website at [www.jeffersoncountyfl.gov](http://www.jeffersoncountyfl.gov) or by contacting the County Manager’s Office at:

Theresa Sterling  
tsterling@jeffersoncountyfl.gov  
(850) 342-0223

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APPENDIX A  
LEGAL ADVERTISEMENT

All inquiries and requests for clarification concerning the solicitation shall be submitted in writing and in accordance with the solicitation. Verbal clarifications will not be provided.

The County reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. The 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.

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call the County Manager’s Office at (850) 342-0223 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Manager’s Office via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).