

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
SPECIAL MAGISTRATE FOR CODE ENFORCEMENT  
2015-L**

The Board of County Commissioners for Columbia County, Florida (“BCC”) is soliciting qualifications from experienced individuals or firms to provide services as the County’s Special Magistrate for Code Enforcement.

The deadline for receipt of submittals or alternate submittals in response to this request is **October 28, 2015 at 11.00 a.m.** Proposals should be in a sealed envelope marked “RFQ 2015-L, **SPECIAL MAGISTRATE FOR CODE ENFORCEMENT**” and mailed to P.O. Box 1529, Lake City, FL 32056-1529, or hand delivered to 135 NE Hernando Avenue, Room 203, Lake City, FL 32055.

Submissions by fax or other electronic media will not be accepted under any circumstances.

Specifications and instructions may be downloaded from the County’s web site:

<http://www.columbiacountyfla.com/PurchasingBids.asp>

**Columbia County Board of  
County Commissioners**

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Russell S. DePratter, Chairman

**Columbia County, Florida**  
**Purchasing Department**  
**General Instructions to Bidders**

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
  - A. The ability, capacity and skill of bidder to perform required service.
  - B. Whether the bidder can perform service promptly or within specified time.
  - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
  - D. The performance of previous contracts with Columbia County.
  - E. The suitability of equipment or material for county use.
  - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.
13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.

14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.

24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
28. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
29. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
31. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his designee of the excess due.
33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; other wise, the bidder waives any such complaint.

35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
39. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
  - A. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
  - B. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.

**BOARD OF COUNTY COMMISSIONERS  
COLUMBIA COUNTY, FLORIDA  
RFQ #2015-L  
SPECIAL MAGISTRATE FOR CODE ENFORCEMENT**

**INTENT AND GENERAL INFORMATION**

The Board of County Commissioners for Columbia County, Florida (“BCC”) is soliciting qualifications from experienced individuals or firms to provide services as the County’s Special Magistrate for Code Enforcement.

The BCC reserves the right to accept or reject any and /or all submissions and to waive any technicalities or informalities, as determined to be in the best interest of BCC.

**DEADLINE**

The deadline for receipt of submittals or alternate submittals in response to this request is **October 28, 2015 at 11.00 a.m.** Proposals should be in a sealed envelope marked “RFQ 2015-L, **SPECIAL MAGISTRATE FOR CODE ENFORCEMENT**” and mailed to P.O. Box 1529, Lake City, FL 32056-1529, or hand delivered to 135 NE Hernando Avenue, Room 203, Lake City, FL 32055.

Submissions by fax or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted, but will be returned unopened to the sender at the sender’s expense.

**SCOPE OF SERVICES**

The Special Magistrate shall conduct hearings, take and consider evidence, make rulings, issue orders, and otherwise dispose of cases placed before the Special Magistrate for Code Enforcement through the County’s code enforcement officers and the County Attorney. The Special Magistrate shall have jurisdiction and authority to hear and decide alleged violations of all County ordinances and regulations as may be provided by the County through any Ordinance or Resolution.

Individuals rendering services to the County must be members of the Florida Bar for at least five (5) years and in good standing. The preferred applicant shall demonstrate knowledge and experience in local government law, constitutional law, and code enforcement. The preferred candidate shall also have experience in conducting hearings, taking and considering evidence, making rulings, and issuing orders. The ideal candidate would reside or have offices within 60 miles of Columbia County. The term of office shall be three years from the date of appointment unless terminated earlier for misfeasance, malfeasance or nonfeasance in office.

## **SUBMISSIONS**

All submissions or alternate submissions shall contain an original and three (3) copies for a total of four (4) of each submission or alternate submissions. Submissions should be titled "Letter of Interest and Statement of Qualifications for RFQ #2015-L".

Resumes for individuals wishing to be appointed as Special Magistrate for Code Enforcement shall be limited to two pages per person.

Submissions should include:

1. Description of the applicant's relevant experience or expertise.
2. Statement that the applicant possesses a firm understanding of the requirements of Florida Law with respect to serving as a public officer, specifically requirements provided by Chapter 112, Florida Statutes.
3. Statement that the applicant has reviewed Columbia County Ordinance No. 2015-15 and possesses an understanding of the requirements set forth therein and in Chapter 162, Florida Statutes.
4. The name of the person to be contacted with any questions about the submission, including the telephone number, fax number, and email address for that person.
5. The Florida Bar Identification Number of any individual who wishes to serve as Special Magistrate for Code Enforcement.
6. A list of three (3) professional references with professional contact with the applicant within the prior eighteen (18) months. References should not include family or those with whom the applicant has an existing, ongoing business relationship.
7. A list of three (3) personal references with personal contact with the applicant within the prior eighteen (18) months. References should not include family or those with whom the applicant has an existing, ongoing business relationship.
8. One writing sample indicative of the work product the County should expect from the applicant, if selected.

## **SELECTION AND EVALUATION PROCEDURES**

The BCC will utilize a selection committee consisting of BCC staff and the County Attorney who will review and rank all proposals received. The evaluation criteria listed below will be utilized to evaluate the individuals and firms and the selection committee shall choose one applicant for recommendation to the Board. The Board shall be the sole judge in selecting the applicant to be appointed. The Board's decision will be final.

Applicants making complete submissions shall be scored as follows:

1. Relevant experience (20 points)
2. Experience as a judge, magistrate, referee, arbitrator or mediator (10 points)
3. Quality of writing sample (20 points)
4. Professional reference letters (three references) (10 points)
5. Personal reference letters (three references) (10 points)
6. Quality of submission: clear, concise, and compliant with requirements (10 points)
7. Applicant located within Columbia County (20 points)

## **INSURANCE REQUIREMENTS**

The Special Magistrate for Code Enforcement shall be an independent contractor to Columbia County, and, as such, shall at its own expense keep in force any and all insurance coverage including General Liability insurance, Professional Liability insurance and Workers Compensation insurance, the coverage amounts to be negotiated as part of the contract and not less than that required by the State of Florida.

The Special Magistrate for Code Enforcement shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the City. Said policies shall provide that the County be an additional named insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized to do business under the laws of the State of Florida.

## **TRANSMITTAL LETTER**

The letter should provide the name, title, address, and telephone number of a contact person for the project and shall be signed by a company officer. The contact person shall have the authority to bind the firm and shall be available to be contacted by telephone or attend appropriate meetings