

JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS



## INTENT AND GENERAL INFORMATION

**REQUEST FOR QUALIFICATIONS NO: 2025-10  
SPECIAL MAGISTRATE FOR CODE COMPLIANCE**

**PROPOSAL ADVERTISE DATE: July 11, 2025**

**PROPOSAL RELEASE DATE: July 11, 2025**

**RESPONSE DUE DATE AND TIME: August 13, 2025 @ 3:00 PM EST**

**EXPRESS MAIL SERVICE OR HAND DELIVER RESPONSE TO:**

Jefferson County Board of County Commissioners

ATTN: ITB 2025-10

445 W. Palmer Mill Rd

Monticello, FL 32344

**Contact:**

COUNTY MANAGER'S OFFICE

Shannon Metty

445 W. Palmer Mill Rd

Monticello, FL 32344

850-342-0223

[smetty@jeffersoncountyfl.gov](mailto:smetty@jeffersoncountyfl.gov)

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**INTENT AND GENERAL INFORMATION**

The Jefferson County, Florida, Board of County Commissioners (the "County") Request for Qualifications (RFQ) **2025-10** is seeking qualified and experienced individuals or firms licensed to practice law in the State of Florida for Special Magistrate Services for Code Compliance in the areas of general code enforcement and animal control and dangerous dogs. It is the intent of the County to promote, protect and improve the health, safety and welfare of its citizens by appointing a Code Compliance Special Magistrate with the authority to affirm or overturn administrative fines and other non-criminal penalties pursuant to civil citations issued by code enforcement officers, animal control officers and/or the building officials in order to provide an equitable, expeditious, effective and inexpensive method of enforcing the codes and ordinances of the County. The county may obtain the services of more than one individual or firm to provide the necessary services needed to promote, protect and improve the health, safety, and welfare of Jefferson County citizens.

It is the intent of this RFQ to enter into a Contract with the successful Respondent(s) to begin upon approval of the Board of County Commissioners and a fully executed contract.

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

It is understood and the Respondent 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 RFQ. Failure by the Respondent 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. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Respondent's risk.

The County reserves the right to reject any Proposal 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 RFQ in order to protect its best interests. The County is not liable for any costs incurred by the Respondent in preparing its response, nor is a response an offer to contract with any Respondent. 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 RFQ, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFQ. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFQ.

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The RFQ 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 RFQ.

**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 RFQ shall be sufficient reason for rejection of the Proposal.

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

<b><i>Event</i></b>	<b><i>Date/Time</i></b>
Proposal Advertisement Date	July 11, 2025
Release of Request for Proposals	July 11, 2025
Questions Due from Prospective Respondent	July 25, 2025
Responses to Questions Due	July 30, 2025
<b>PROPOSALS DUE TO BOCC</b>	<b>August 13, 2025 @ 3:00 P.M. EST</b>
Oral Presentations (if needed)	August 15, 2025
Posting of Selection Committee Rankings	August 15, 2025
Posting of Intended Award	August 15, 2025
Board Consideration of Intended Award	August 21, 2025
Posting of Notice of Award	August 22, 2025

**SECTION 2.0 PROPOSAL QUESTIONS**

2.1 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: Shannon Metty, [smetty@jeffersoncountyfl.gov](mailto:smetty@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 SERVICES**

3.1 Jefferson County (herein after, "County") is seeking proposals from qualified and experienced individuals or firms licensed to practice law in the state of Florida for Special Magistrate Services for Code Compliance. It is the intent of the County to promote, protect and improve the health, safety and welfare of its citizens by appointing a Code Compliance Special Magistrate with the authority to affirm or overturn administrative fines and other non-criminal penalties pursuant to civil citations issued by code enforcement officers, animal control officers and/or the building officials in order to provide an equitable, expeditious, effective and inexpensive method of enforcing the codes and ordinances of the County. The county may obtain the services of more than one individual or firm to provide the necessary services needed to promote, protect and improve the health, safety, and welfare of Jefferson County citizens.

#### **3.2 SCOPE OF SERVICES**

- Thoroughly prepare for the Special Magistrate public hearings by reviewing the published agenda and associated documents including, statements of case, evidence and testimony, provided to the Special Magistrate related to each agenda matter, all applicable laws, codes, and regulations for each agenda item.
- Conducting public hearings as provided in Chapter 162, Florida Statutes, County codes, and other relevant law, related to the enforcement of the County's code of ordinances, including matters related to animal control and dangerous dogs as well as building, zoning, and other code enforcement violations.
- For the purpose of enforcing general provisions of County Code, building, and zoning codes, the Special Magistrate shall have the authority to issue orders having the force and effect of law, commanding whatever steps are necessary to bring a violation into compliance and establish and levy fines pursuant to Chapter 162, Florida Statutes, County Code, and other relevant law.
- For the purpose of animal control and dangerous dogs, the Special Magistrate shall have the authority to decide issues based upon the preponderance of the evidence and shall issue a final determination order setting forth classification, penalty, if any, and factual and legal basis for each pursuant to 767, Florida Statutes, County Codes, and other relevant law.
- In administering the duties of a Special Magistrate, ensure all laws related to due process, public records, and the sunshine laws are adhered to, and avoiding any actual or perceived conflicts.
- Timely prepare written orders for cases heard at public hearings, ensure that the orders clearly document findings of facts and conclusions of law, and render said executed orders to the designated office at the County for distribution.

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- Maintain adequate personnel and equipment to timely and professionally administer the duties of the Special Magistrate.
- Provide other services as needed within the jurisdiction established by state law and County code.
- Provide the County monthly invoices for services rendered.
- Interested parties may apply to serve either as a Special Magistrate in the area of County Code, building, and zoning codes or in the area of animal control and dangerous dogs, or both.

3.3 MINIMUM QUALIFICATIONS AND FORMAT OF PROPOSAL

Respondent shall submit a Proposal in substantially the format set forth in section of the Instructions to Proposers concerning Proposal Construction.

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

- 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 Proposals by fax or other electronic means will not be accepted. Late Proposals will not be accepted, i.e., any Proposal submitted/received after **3:00 P.M. EST ON August 13, 2025**, unless otherwise changed through the issuance of an addendum to this RFQ.
- 4.3 Any Proposals received after the stated time and date will not be considered. Late Proposals shall not be opened at the public opening. Arrangements may be made for the unopened Proposal to be returned at the Respondent's request and expense.
- 4.4 A Proposal may be withdrawn or modified only by written notification from the Respondent prior to the time fixed for the opening of Proposals. Negligence on the part of the Respondent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened
- 4.5 All Proposals will be opened on the date and time indicated in Section 1.0, Schedule of Events (i.e., date Proposals are due) or as modified by addendum.

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**SECTION 5.0 CONE OF SILENCE**

- 5.1. This solicitation falls under the Jefferson County Procurement Ordinance 2015-2, Article VI. A Cone of Silence will be in effect for this RFQ beginning with the advertisement date of **July 11, 2025** 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, Proposal Questions. All such requests 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 Respondent and shall become a part of the RFQ Document(s).
- 5.4 The Cone of Silence shall not apply to:
- a) Communications at the pre-Proposal meeting.
  - b) Communications during contract negotiations between designated County employees and the intended Vendor.
  - c) Communication with a Vendor by a Procurement Department 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 Procurement Department, County Manager's Office, and County Attorney's Office concerning the challenge.

**SECTION 6.0 PROPOSAL RESPONSE REQUIREMENTS**

- 6.1 The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFQ indicates a mandatory requirement or condition. The words “should” or “may” in this RFQ indicate desirable attributes or conditions but are

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permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.

- 6.2 Proposals 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 Proposal 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 Proposals meet the material requirements of the RFQ and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.
- 6.4 A Proposal 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 Proposal Form, for a Proposal 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 Proposal 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 Respondent's name and business address.
  - d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.
- 6.5 All names shall be printed in ink or typed below the signatures.
- 6.6 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.
- 6.7 The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.
- 6.8 A Respondent seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with



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

- 6.9 If this project is federally funded and subject to federal procurement provisions, the respondent shall be appropriately registered with the System for Awards Management (SAM.gov) at the time of submitting a proposal. Please visit [SAM.gov](https://sam.gov) for additional information regarding registration. If a respondent has already registered with SAM.gov, a Unique Entity Identifier (UEI) number must be provided on Bid Proposal Form 1. (Not applicable for this RFQ)
- 6.10 The Proposal should address the requirements in a clear and concise manner in the order stated herein.
- 6.11 Proposals must include the information/documents specified in Proposal Forms 1 through 16. Proposals that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.
- 6.12 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 6.13 Proposals should be typed or clearly written. No changes in or corrections to Proposals will be allowed after the Proposals are opened.
- 6.14 The signer of the Proposal must declare that the Proposal in all respects fair and in good faith without collusion or fraud and that the signer of the Proposal has the authority to bind the principal Respondent.
- 6.15 The County shall not be liable for any costs incurred by Respondent prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFQ requirements.

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

- 7.1 Proposals submitted to this RFQ that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Manager.

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- 7.2 The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer 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 Services and to negotiate contract terms with the Successful Proposer.
- 7.3 More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.
- 7.4 The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals, or entities to perform the Services in accordance with the Contract document.
- 7.5 In ranking Proposals the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFQ. The County reserves the right to award to more than one Proposer.
- 7.6 The selection committee will evaluate the Proposals that are responsive to the requirements of this RFQ using the following weighted criteria listed in order of importance:

CRITERIA	SCORE
1. Qualifications	20
2. Experience	20
3. Statement of Availability	10
4. References	10
5. Oral Presentation	10
6. Cost Proposal	10
<b>TOTAL POSSIBLE POINTS</b>	<b>80</b>

- 7.7 Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFQ beyond consideration of the written response to this RFQ. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of interviews and/or oral presentations.
- 7.8 The Proposals deemed best by the selection committee shall be presented by the County Manager in the form of an Agenda Request to the Jefferson County Board of

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Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Manager.

- 7.9 Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

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

- 8.1 The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Respondent 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 RFQ, 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 RFQ, any addenda, response, and the County's contract issued as a result of this RFQ.
- 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 Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Respondent(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Proposers at its discretion.
- 8.4 The Successful Respondent will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Respondent 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 Respondent 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 RFQ are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

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**Award** means the determination of a successful Respondent(s) in response to this RFQ, resulting in an offer of a Contract to perform the services pursuant to the RFQ and their Proposal.

**Proposal 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 Proposal. A Proposal bond/deposit is required for this Proposal and shall be for 5% of the amount of the Proposal.

**Respondent** means any firm, individual or organization submitting a Proposal in response to this RFQ.

**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 Respondent(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.

**RFQ** 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 Respondent** means a Respondent who is Awarded a Contract as result of the Proposal submitted in response to this RFQ.

**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.

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- 9.2.1. By submitting a Proposal in response to this RFQ, a Respondent acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent has otherwise fully complied with this provision, the County, in reliance on the representations of the Respondent, 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 Respondent of that request, and the Respondent 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 Respondent’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 Respondent refuses to permit disclosure or copying, the Respondent 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 Respondent is not initially named as a party, the Respondent 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 Proposal submitted by a Respondent in response to this RFQ 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 Respondent who desires to formally protest shall follow the procedures outlined in the Jefferson County Code of Ordinances, Chapter 2 –Administration, Article 6 – Section 2.255(f) – Competitive Procurements, which is incorporated by reference.

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9.4 Construction and Venue

The validity, construction, and effect of this RFQ and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFQ, Successful Respondent's Proposal 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 and Contract
- b. RFQ and all of its addendums and attachments
- c. Successful firm's Proposal

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

9.5 Contract

9.5.1 The Successful Respondent 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 Proposal Form 15. The County is under no obligation to modify the proposed Contract to conform to the Successful Respondent's Contract exceptions. Contingent Proposals will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Respondent must provide this information to the County at the time of submission of Proposal questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Respondent's exception and modification are rejected by the County during the Proposal question portion of the Proposal process and the Respondent later submits a Proposal, Respondent shall be deemed to have accepted this Contract provision.

9.6 Insurance Requirements

9.6.1 Insurance Verification Requirements – See Appendix B, Article 14.

Insurance 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 ~~Bond Requirements – Performance and Payment Bonds (NOT APPLICABLE)~~

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A Performance and Payment Bond issued in a sum equal to **one-hundred (100%) percent of the total awarded Contract amount** by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida will not be required from the successful Respondent for purposes of insuring the faithful performance of the obligations imposed by the resulting Proposal and for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Respondent's performance under such Contract. When applicable, the performance and payment bond form will be included in the Contract Documents and said form must be properly executed by the surety company and successful Respondent within fifteen (15) calendar days after notification by the County of the County's intent to award the Contract.

If, within fifteen (15) calendar days after notification by the County of the County's intent to award a Contract, the successful Respondent refuses or otherwise neglects to execute the required written Contract or fails to furnish the required Performance and Payment Bond, the amount of the Respondent's Proposal security (check or Proposal Bond) shall be forfeited and the same shall be retained by the County. **No plea of mistake in the Proposal or misunderstanding of the conditions of forfeiture shall be available to the Respondent for the recovery of his/her/its Proposal security or as a defense to any action based upon the neglect or refusal to execute a written Contract Agreement.**

#### 9.6.3 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 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.