REQUEST FOR PROPOSALS FOR

FLORIDA LICENSED ATTORNEYS

TO PROVIDE CODE ENFORCEMENT

SPECIAL MAGISTRATE SERVICES FOR

THE CITY OF HIGH SPRINGS

RFP NO. 2022-01

Logo

Description automatically generated

23718 W US HWY 27

HIGH SPRINGS, FLORIDA 32643

(386) 454-1416

**REQUEST FOR PROPOSALS**

The City of High Springs is requesting proposals from interested and qualified Florida licensed attorneys to provide Code Enforcement Special Magistrate Services in accordance with the City of High Springs Code of Ordinances and Florida Statutes Chapter 162, as a Special Magistrate. Specifications may be obtained at City Hall, City Clerk’s Office, 23718 W US HWY 27, High Springs, FL 32643 or on our website [www.highsprings.us](http://www.highsprings.us). It is the intent of the City to procure a Code Enforcement Special Magistrate for a contract term of two (2) years and will automatically renew on a yearly basis unless terminated by either party.

Qualification for the Code Enforcement Special Magistrate are:

1. Be an active member in good standing of the Florida Bar with a minimum of five (5) years recent experience practicing law, which experience shall include litigation and administrative hearing experience.
2. Not be an employee of the city or hold any office with the city government, nor hold any other elective or appointive office in the county or state while serving as special magistrate.
3. Comply with the Code of Ethics of the State of Florida.

Please review all documents pertaining to RFP No. (2022-01) prior to submitting information. Documentation can be found by visiting [www.highsprings.us](http://www.highsprings.us).

To be considered, the Firm or Individual must submit an original and three (3) copies of the RFP in a sealed envelope or package, clearly marked with the Firm’s or individual’s name and address, and the words “RFP No. (2022-01) Code Enforcement Special Magistrate”.

RFP’s will be received by hand delivery, overnight mail, or mail to:

City of High Springs

Attention: City Clerk’s Office

23718 W US HWY 27

High Springs, FL32643

Qualification packet must be submitted to the Office of the City Clerk by 3:00 pm, on (May 16, 2022)

**Late submittals received after the aforementioned deadline date, either by mail or otherwise, will not be considered and will be returned unopened. THE TIME OF RECIEPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE cITY OF HIGH SPRINGS CITY HALL—CITY CLERK’S OFFICE. IT IS THE SOLE RESPONSIBILITY OF THE FIRM OR INDIVIDUAL FOR ASSURING THAT THE RFP IS RECEIVED BY THE DESIGNATED DATE. NO FAXED, ELECTRONIC, OR ORAL RFP WILL BE ACCEPTED.**

**The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City**.

**PUBLISH:** Alachua Today- (April 14, 2022)

**RFP SCHEDULE**

The City’s schedule (timetable) for this Solicitation is as follows:

Advertising……………………………………………… (April 14, 2022)

Deadline for Questions………………………………….. (April 30, 2022)

Proposal Due Date………………………………………. (May 16, 2022)

Evaluation Committee Meeting…………………………. (May 18, 2022)

City Commission Meeting………………………………. (May 26, 2022)

**ACCEPTANCE AND REJECTIONS**

The City reserves the right to reject any or all submissions with or without cause; to waive any or all irregularities with regard to the specification and to select the Respondent offering the greatest benefit to the City. Questions, clarification, or further information regarding the RFP may be obtained at the City Clerk’s Office. The City reserves the right to delay or modify the above dates and timeline as needed.

Special Magistrate Request for Proposals

1. **GENERAL CONDITIONS**
   1. The City of High Springs is soliciting qualified Florida licensed attorneys to provide Code Enforcement Special Magistrate services in accordance with the City of High Springs Code of Ordinances and Florida Statutes Chapter 162, as a Special Magistrate.
   2. Submit Qualifications Packets in person, overnight mail, or by mail to The City of High Springs, Attention: City Clerk’s Office, 23718 W US HWY 27, High Springs, Florida 32643 by the closing date. Statements must be plainly marked “RFP No. 2022-01—Code Enforcement Special Magistrate”. All statements must be received by 3:00 p.m., local time on (May 16, 2022)
   3. Submit one (1) clearly marked original proposal and three (3) complete copies.
   4. The City of High Springs (herein referred to as the “City”) reserves the right to reject any and all responses, and to waive any informality in the Request for Proposals process.
   5. From the date of release of this solicitation until award of the contract, no contact with City personnel or elected officials related to this solicitation is permitted. Direct all communications to the City Clerk. Any such contact may result in the disqualification of the respondent’s submittal.
   6. Each respondent shall examine the RFP 2022-01 And other contract documents and inform him or herself regarding any and all conditions and requirements that may affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the respondent in no way relieves the respondent of the obligations and responsibilities assumed under the contract.
   7. This solicitation is subject to all legal requirements contained in the applicable City of High Springs Ordinances, as well as all applicable County, State and Federal Statutes. Where conflict exists between this solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
   8. Neither the City nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFP. Respondents should prepare their statements simply and economically, providing a straightforward and concise description of their ability to meet the requirements. All information requested shall be submitted. Failure to submit all information may result in a statement being considered “non-responsive” and, therefore, rejected.
   9. The City reserves the right to:
      1. Request clarification and additional information from any respondent during the evaluation process.
      2. Negotiate with the selected respondent to include further services not identified in this RFP.
      3. Refuse to review proposals if at least three (3) are not submitted.
      4. Re-advertise with either an identical or a revised scope of work or cancel requirements in their entirety.
      5. Issue subsequent RFPs based on refinement of concepts proposed in response to this request.
      6. Conduct investigations of the qualifications of the Proposer as deemed appropriate.
      7. Request that the respondent modify their proposal to more fully meet the needs of the City.
   10. Submission of a response indicates acceptance by the respondent of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm or individual selected.
   11. No contract will be awarded to any person, firm, corporation, or other entity that is in arrears or in default to the City upon any debtor contractor that is in default as surety or otherwise upon any obligation to the City, or that has failed to perform faithfully any contract with the City.
   12. The selection of a respondent will not guarantee any minimum amount of services under the contract. The selection of a respondent by the City does not guarantee the respondent a contract.
   13. No elected official or employee of the City will participate in any decision relating to the agreement that affects his or her personal interest or relating to any agreement in which he or she has a personal or pecuniary interest, direct or indirect, in the contract or in the proceeds.
   14. All material submitted with the proposals will become the property of the City unless otherwise requested at the time of submission.
2. **SCOPE OF WORK**

The Scope of Work to be performed by the awarded firm or individual consists of, but is not limited to, the following:

1. The Special Magistrate shall conduct hearings as provided in Chapter 162, Florida Statutes and City of High Springs Code of Ordinances related to the enforcement of the City of High Springs Code of Ordinances, other adopted ordinances, land development regulations, permits, and policies of the City of High Springs.
2. Performing those functions indicated by and specifically set forth in Chapter 2, Article V, Division 2 of the City of High Springs Code of Ordinances which establishes a Special Magistrate and includes, among other things, holding hearings and assessing fines against violators of City Code.
3. Overseeing and confirming that adequate public notice of hearing is given.
4. Overseeing and assuring that adequate notice is given to all alleged violators.
5. Overseeing and assuring that minutes of each hearing are kept.
6. Overseeing and assuring that a record of each hearing is made and kept.
7. Notifying the Building Official and/or Fire Chief when a violation or the condition causing the violation presents a serious threat to the health, safety, or welfare or that the violation is irreparable or irreversible in nature.
8. Issuing an order at the close of evidence and thereafter issuing a written order that shall include findings of fact based on evidence of record, conclusions of law and ordering the proper relief.
9. Issuing orders imposing fines.
10. The Special Magistrate agrees to observe all pertinent laws in the exercise of his or her duties, including but not limited to, the Sunshine Law, the Public Records Law, Chapter 112 of the Florida Statute relating to conflicts of interest, and laws relating to procedures for quasi-judicial hearings.
11. The Special Magistrate shall serve at the pleasure of the City Manager and shall not be deemed an employee of the City.
12. The City shall provide such clerical and administrative personnel as deemed reasonably necessary to support the Special Magistrate’s activities and assist in the proper performance of duties. The Special Magistrate shall not be authorized to engage, hire, or use any person, except those provided by the City to assist in the performance of duties, at the City’s expense.
13. All other relevant assignments relating to Code Enforcement Special Magistrate services, as may be requested.
14. The Special Magistrate shall serve a two (2) year term, which shall be automatically renewed on a yearly basis unless terminated by either party prior to the expiration of the current term. Selection of a Special Magistrate to assist with a particular case shall be decided on a rotation basis if more than one Special Magistrate is selected to serve by the City Commission.
15. **QUALIFICATIONS**
    1. Respondent must be a member in good standing of The Florida Bar for a minimum of five (5) years; and
    2. Be engaged in the practice of law; and
    3. Shall carry and provide proof of professional/malpractice insurance before award of contract; and
    4. Be knowledgeable of Florida Law and The City of High Springs Code of Ordinances.
16. **RESPONSE FORMAT AND REQUIRED INFORMATION**

All responses shall include the following information, organized in a clear and concise manner:

1. Title Page- this shall show the individual’s name, physical address, telephone number, email address, and date.
2. Brief Profile and Statement- (2 page maximum) providing a history of your experience and expertise as it relates to this position.
3. Up-to-date Resume
4. Statement of Availability- Explain your local availability and degree of accessibility to the City.
5. Respondent may submit hourly rates for Code Enforcement Special Magistrate Services or a flat rate per case. Either option shall include billing for review of complaints, research, and attendance at hearings.
6. Three (3) professional references.
7. Preferred day and time for Code Enforcement Special Magistrate Hearings.
8. **INSURANCE**

The attorney/firm shall carry and provide evidence of a professional liability insurance policy of not less than $500,000 per occurrence and $1,000,000 per aggregate coverage. The firm shall also carry and provide evidence of a general liability policy of not less than $1,000,000. If allowed by the insurer, the firm shall name the City as an additional insured under the insurance policy.

1. **EVALUATION CRITERIA**

Education, experience, and oral interview.

**V. SELECTION PROCESS**

* 1. After the scheduled submission opening, the City Staff will review and rank each statement of qualifications.
  2. No more than five (5) qualified applicants will be selected for interview by staff.
  3. No more than three (3) qualified applicants will be interviewed by the City Commission in a regularly scheduled meeting, date to be determined.
  4. A selection will be made by the City Commission at a regularly scheduled meeting, date to be determined. The selected attorney/firm will be asked to offer a signed contract proposal in the form attached as Exhibit A.

1. **Compliance with Fla. Stat. 448.095:**
   1. Applicant agrees to comply with all applicable portions of Fla. Stat. 448.095. Applicant must use the U.S. Department of Homeland Security’s E-Verify System, hhtps://everify.uscis.gov/emp, to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
   2. Subcontractors:
      1. Applicant shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
      2. Subcontractors shall provide Applicant with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095
      3. Applicant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
   3. Applicant must provide evidence of compliance with Fla. Stat.448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Applicant’s E-Verify number.
   4. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Applicant may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this agreement is terminated for a violation of the statue by the Applicant, the Applicant may not be awarded a public agreement for a period of 1 year after date of termination.
2. **CONFLICT OF INTEREST.**

The bidder, by signing his bid, certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

1. **No Collusion**

By offering a submission to this Request for Proposals, the Applicant certifies that no attempt has been made or will be made by the Applicant to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective applicants should make an affirmative statement in its proposal to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

1. **Public Records/Confidential Information**:

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with an Applicant's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.   
  
If the Applicant believes any of the information contained in the response is exempt from the Public Records Law, then the Applicant must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

1. **Public Entity Crimes Information Statement**:

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as an Applicant, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1. **BID PROTEST**.   
     
   A notice of protest must be submitted within three business days after posting of the recommendation of award. The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the City Clerk.
2. **INDEMNITY**.

Successful Contractor will indemnify and hold Owner and Owner’s agents harmless from any loss, cost, damage, or injury sustained by any person/persons as a result of the actions of employees or officers of the Contractor, subcontractors, or suppliers.

1. **ADDITIONAL INFORMATION**The City of High Springs City Clerk reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.
2. **ADDENDUM**  
   It will be the sole responsibility of the Bidder to contact the City Clerk prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid.
3. **NON-DISCRIMINATION CLAUSE**

The City of High Springs does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, genetics, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. The contractor, sub recipient, or Subcontractor shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, genetics, disability, and gender identity in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of his contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate.

1. **RELATIONSHIP WITH CITY**

It is the intent of both parties that the Special Magistrate be legally considered an independent contractor and shall not be deemed as acting as an officer, employee, or agent of the City of High Springs, nor shall he accrue any of the rights or benefits of a City employee. The parties expressly acknowledge it is not their intent to create any rights or obligations in any third person or entity.