

Request for Qualifications
to Provide
Special Magistrate Services
for Code Enforcement

RFQ 2019-01

Village of Indiantown, Florida

Due March 14, 2019 @ 2:00 PM

REQUEST FOR QUALIFICATIONS

RFQ 2019-01 - Code Enforcement Special Magistrate

The Village of Indiantown, Florida, hereinafter referred to as the “Village,” is soliciting qualified Florida licensed attorneys to provide services as a Special Magistrate in accordance with Ch. 162, Fla. Stat., and the Transitional Code of Ordinances of the Village of Indiantown.

To be considered, please submit three (3) sealed statements of qualifications and a thumb drive (“Qualification Package”) in one sealed envelope entitled “RFQ 2019-01 - Special Magistrate” to the Village of Indiantown Village Clerk, 16550 SW Warfield Blvd., Indiantown, Florida 34956 until 2:00 P.M. EST, March 14, 2019. Late submittals and facsimile or email submissions will not be considered. The Respondent shall bear all costs associated with the preparation and submission. Information submitted in response to this RFQ will become the property of the Village and is subject to Florida public records law.

RFO Schedule

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

Issuance of RFQ.....	February 22, 2019
Deadline for Questions.....	March 7, 2019
Proposal Due Date.....	March 14, 2019
Evaluation Committee Meeting.....	TBD
Village Council Meeting.....	TBD

Acceptance and Rejections

The Village reserves the right to reject any or all submissions with or without cause, to waive any or all irregularities with regard to the specifications and to select the Respondent offering the greatest benefit to the Village. Questions, clarification, or further information regarding the RFQ may be obtained by emailing Village Attorney Wade Vose at wvose@indiantown.org. The Village reserves the right to delay or modify the above dates and timeline as needed.

INSTRUCTIONS TO RESPONDENTS

- A. NON-COLLUSION AFFIDAVIT: Each Respondent must complete the attached Affidavit of Non-Collusion (See Exhibit A) and include it with the submittal. Failure to submit a correctly executed Affidavit of Non-Collusion shall be grounds for rejection of a response to this RFQ. If it is discovered that collusion exists among the Respondents then the response of all participants shall be rejected and no participants will be considered in future responses for the same work.
- B. PUBLIC ENTITY CRIMES: Any person who has been placed on the convicted vendor

list following a conviction for a public entity crime may not submit a bid on a contract to provide any services to a public entity, as provided in Section 287.133(2)(a), Florida Statutes. Any Respondent who shall perform work which is intended to benefit the Village shall not be a convicted vendor. The Respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable by the Village or subject to immediate termination by the Village, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The Village, in the event of such termination, shall not incur any liability to the Respondent for any work. Respondent is required to sign the “Sworn Statement on Public Entity Crimes” attached as Exhibit B to this RFQ.

- C. **CONFLICT OF INTEREST:** Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes or by the Rules of Professional Conduct of The Florida Bar, shall be disqualified.
- D. **LOBBYIST DISCLOSURE:** Under no circumstances shall any Respondent, or any person or persons acting for or on behalf of any Respondent, seek to influence or gain the support of any member of the Village Council or staff favorable to the interest of any Respondent, or seek to influence or gain the support of any member of the Village Council or staff against the interest of any other Respondent. From the date of issuance of this RFQ until final action by the Village Council, Respondents are not to discuss the RFQ or any part thereof with any employee, agent, or any other representative of the Village except as expressly authorized herein. The only communications that shall be allowed with regard to this RFQ are requests for clarification of the RFQ addressed to the Village Attorney and submission of the Response. Any activities contrary to this paragraph may result in the exclusion of the Respondent from consideration by the Village.
- E. **EXAMINATION OF RFQ DOCUMENTS:** Each Respondent shall examine the RFQ 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.
- F. **SCOPE OF WORK:** The scope of work to be performed by the awarded firm/individual consists of, but is not limited to, the following:
- The Special Magistrate shall conduct hearings as provided in Chapter 162, Florida Statutes and Village of Indiantown Transitional Code of Ordinances related to the enforcement of the Village of Indiantown Transitional Code of Ordinances, other adopted ordinances, land development regulations, permits, and policies of the Village of Indiantown.
 - 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 Statutes relating to conflicts of interest, and laws relating to procedures for quasi-judicial hearings.

- The Special Magistrate shall serve at the pleasure of the Village Council, and shall not be deemed an employee of the Village.
- The Village 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 Village to assist in the performance of duties, at the Village's expense.
- The jurisdiction of the Special Magistrate is not exclusive. An alleged violation of a code provision may be pursued by another remedy at the option of the Village Manager and nothing shall prevent the Village from taking such other lawful action, including but not limited to resorting to equitable actions.
- The Special Magistrate shall serve a one (1) year term, which shall be automatically extended on a yearly basis unless otherwise directed by the Village Council prior to the expiration of the current term. Nevertheless, the Special Magistrate shall serve at the pleasure of the Village Council, and such appointment may be terminated by the Village Council at any time with or without cause.
- All other relevant assignments relating to code enforcement Special Magistrate services, as may be requested.

G. QUALIFICATIONS:

- Must be a member in good standing of The Florida Bar for a minimum of five (5) years; and
- Be engaged in the practice of law; and
- Shall carry and provide proof of \$1,000,000 professional/malpractice insurance before award of contract; and
- Be knowledgeable of Florida law and Village of Indiantown's Transitional Code of Ordinances (generally, those Martin County ordinances in effect as of November 7, 2017, and Martin County land development regulations in effect as of December 31, 2017).
- Preference may be given to those attorneys who have prior local government experience, experience in a judicial capacity, certification by The Florida Bar in an appropriate area or experience as a hearing officer, mediator, arbitrator, or special magistrate. Residency in the Village of Indiantown is not required.

H. INDEMNIFICATION: Respondent shall agree to indemnify and hold harmless the Village, its Council members, officers, employees, and agents from all actions, claims,

penalties, judgments, liabilities, losses, and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFQ. Respondent shall defend the Village, and shall pay all reasonable expenses incurred by the Village in defending itself, with regard to all damages and penalties the Village may legally be required to pay as a result of the negligence of the Respondent as aforesaid. Nothing in this indemnification is intended to constitute a waiver of the Village's limitation on liability as set forth in Section 768.28, Florida Statutes. This covenant shall survive the expiration or termination of this Request for Qualifications. This provision shall not be construed to require Respondent to indemnify the Village in situations wherein their rulings are appealed in the ordinary course as provided by law.

I. PUBLIC RECORDS: The Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes. If determined to be acting on behalf of the Village as provided under Section 119.011(2), Florida Statutes, the Special Magistrate specifically agrees to:

- (1) Keep and maintain public records required by the Village to perform the service.
- (2) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract and following completion of the contract if the special magistrate does not transfer the records to the Village.
- (4) Upon completion of the contract term, transfer, at no cost, to the Village, all public records in possession of the Special Magistrate or keep and maintain public records required by the Village to perform the service. If the Special Magistrate transfers all public records to the Village upon the completion of the contract, the Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Special Magistrate keeps and maintains public records upon completion of the contract, the Special Magistrate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology of the Village.

IF THE SPECIAL MAGISTRATE, AS CONTRACTOR, HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT Cherie White, MMC, Village Clerk,

(772) 597-8281, cwhite@indiantown.org, P.O. Box 398, Indiantown, Florida 34956.

- J. ASSIGNMENT:** The Special Magistrate shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or of any or all of its rights, title or interest therein, or the Special Magistrate's power to execute such contract to any person, company, or corporation without prior written consent of the Village. Such consent may be withheld for any reason in the sole discretion of the Village Council.
- K. RESPONSE FORMAT AND REQUIRED INFORMATION:** All Responses shall include the following information, organized in a clear and concise manner:
- Title Page. This shall show the individuals name, physical address, telephone number, email address, and date.
 - Brief Profile and Statement (2 page maximum), providing a history of your experience and expertise as it relates to this position.
 - Up-to-date Resume.
 - Statement of local availability and degree of accessibility to the Village.
 - 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.
 - Three (3) professional references.
 - Preferred day and time for special magistrate hearings.
- L. SELECTION PROCESS:** After the proposals are opened by the Village of Indiantown Village Clerk, a list of proposals received will be posted on the DemandStar website. Thereafter the proposals shall be reviewed by an Evaluation Committee consisting of the Village Manager, Village Attorney and the Village Clerk. The Evaluation Committee shall make recommendations to the Village Council for the appointment of a Special Magistrate(s). A contract will subsequently be executed between the Special Magistrate(s) and the Village setting forth the specific terms and conditions of the engagement consistent with the RFQ.
- M. RESERVATION OF RIGHTS:** The Village Council reserves the right to modify the specifications in this RFQ as needed based on the responses received if in the best interest of the Village.

Exhibit "A"

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:
(Name of Individual)

1. He/She is the _____ of the
(Owner, Partner, Officer, Representative, Agent, etc.)

Bidder, _____
(Bidder's Corporate Name)

2. BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

3. Such Bid is genuine and is not a collusive or sham Bid.

4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Indiantown, or any person interested in the proposed Contract.

5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest.

Signature: _____ Date: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____,

who ☐ is personally known to me or who ☐ has produced identification: _____.

Signature of Notary Public, State of Florida

My Commission Expires: _____

Exhibit "B"

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFQ No. _____.

2. This sworn statement is submitted by _____, whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent

to July 1, 1989.

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Signature: _____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____,

who ☐ is personally known to me or who ☐ has produced identification: _____.

Signature of Notary Public, State of Florida

My Commission Expires: _____