

RFP # 2018-06

SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT CASES

The Baker County Board of County Commissioners, Florida (County) will receive sealed proposals until **3:00 p.m.** local time, on **April 12, 2018** at the County Administration Office located at 55 N. Third Street, Macclenny, Florida 32063. Responses delivered to any other location will not be considered received by the Administration Office. Any proposal received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer. Proposals will not be accepted via fax. Shortly after the due time has expired, the proposals will be publicly opened and announced.

A clearly marked original and five (5) copies must be sealed in an envelope and clearly marked **“RFP 2018-06Special Magistrate Services”** on the exterior of the package submitted.

Request for additional information or clarifications must be made in writing to the Administration Office. Facsimile or e-mail questions are acceptable. The Administration Office will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be posted on the County’s website prior to the deadline for responding to this Request For Proposals. Questions must be received no later than 5:00 P.M. April 9, 2018.

Baker County Board of County Commissioners
Administration Office
55 N. Third Street
Macclenny, Florida 32063
kennie.downing@bakercountyfl.org
904-259-3613

It will be the sole responsibility of the Bidder to check the County’s website prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Website: www.bakercountyfl.org/purchasing.php

Contractors to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and County holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Administration Office or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The Baker County Board of County Commissioners reserves the right to reject any or all proposals, to waive any informalities or irregularities in any bids received, to re-advertise for bids, or take any similar actions that may be deemed to be in the best interest of the County.

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

Kennie Downing
County Manager

SCOPE OF SERVICES - The intent of the Baker County Board of County Commissioners is to promote, protect, and improve the health, safety, and welfare of the citizens by appointing one or more code enforcement Special Magistrates with authority to impose administrative fines and other non-criminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing certain codes and ordinances in force within the county where a pending or repeated violation continues to exist. Work will be awarded that may include any or all of the described services, or services not specifically mentioned, but directly related to the specific discipline. The Special Magistrate(s) shall have the same status, powers and duties as a Code Enforcement Board as prescribed in Chapter 162, Part I, Florida Statutes, as amended.

The term of office for a Special Magistrate(s) shall be for two (2) years, from the date of appointment, unless terminated earlier by the Board for misfeasance, malfeasance or nonfeasance in office. The anticipated project hours should not exceed 2-4 hours per month.

The Special Magistrate(s) is authorized to impose fines not to exceed \$1,000 per day per violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation if the Special Magistrate(s) finds the violation to be irreparable or irreversible in nature, pursuant to Section 162.09 of the Florida Statutes, as amended. The Special Magistrate(s) may also impose additional fines to cover all costs incurred by the County in the enforcement of the ordinances and codes pursuant to Part I of Chapter 162 of the Florida Statutes, as amended.

The Special Magistrate(s) shall have the jurisdiction and authority to hear and decide alleged violations of the following codes and ordinances of the County, with the County's designated Code Enforcement Staff or law enforcement agency (LEA) bearing the responsibility for investigation and prosecution of the Baker County Code of Ordinances and Land Development Regulations

An aggrieved party, including the Board may appeal a final administrative order of the Special Magistrate to the Circuit Court, pursuant to Section 162.11 of the Florida Statutes, as amended from time to time. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Special Magistrate(s). An appeal shall be filed within thirty (30) days of the Rendition of the Order to be appealed.

PROPOSAL FORMAT - All proposals must follow the same format. No exceptions to this format will be accepted. To be accepted for evaluation, the proposal format must address all required components in order. The aim of the required format is to simplify the proposal preparation and evaluation processes and to ensure that all proposals receive the same orderly review. All proposals must include the following components:

Cover Letter - Provide a one-or two-page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following:

- Respondents name, business address, phone number, fax number and e-mail address.
- A brief statement of the respondents understanding of the special magistrate services required.

Section 1: Profile - Provide a Resume to include, but not limited to, the following information:

- A brief background statement
- Types of services offered
- Number of years in active practice of law
- Cost of services

Section 2: Related Experience and References - For up to 5 relevant projects, include a one or two-page description that demonstrates capabilities of the Special Magistrate services, experience with similar counties, and/or local project experience within the past three years. Include the name of the organization and the name of the person to contact for a reference.

Section 3: Legal Writing - Provide example/proof of demonstrated ability in the area of legal writing.

Section 4: Schedule and Availability - Describe current work schedule and availability to perform the required services and willingness to travel to Baker County, Florida to conduct hearings.

Section 5: Administrative Information - Please include the following:

- (a) Proof of active Florida Bar membership in good standing;
- (b) Qualifications required to perform the Special Magistrate services.
- (c) Proof of Insurance and its limits as follows:
 1. The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the County.
 2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the County for review and approval prior to the execution of the contract. The Certificates shall provide for the following:
 - The County will be named as additional insured on both the General Liability and Auto Liability policies.
 - The County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

It is the responsibility of the Consultant to insure that all subcontractors comply with all insurance requirements. These are minimum requirements which are subject to modification in response to high hazard operations.

3. The Consultant shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of \$1,000,000.00 per occurrence.
4. The Consultant shall maintain during the life of this Contract, Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - Premises/operations
 - Products/complete operations
 - Contractual liability
 - Independent contractors
5. The Consultant shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000 per occurrence combined

single limit for bodily injury and property damage. This shall include coverage for:

- Owned autos
- Hired autos
- Non-owned autos

6. The Consultant shall maintain during the life of this Contract, Workman's Compensation Insurance to meet statutory limits as are required by the law for all of its employees (if three or more) per Florida Statute 440.02. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Section 6: Additional Information - At your discretion, include any additional information to support your proposal. However, choose the additional information carefully, because this section of the proposal should not constitute the bulk of your submission.

It is the intent of Baker County to issue a Standard Contract(s) for Professional Services for a two (2) year period with optional annual renewals. Any contract(s) negotiated with any individual(s)/firm(s) responding to this Request for Qualifications will be non-exclusive. Any additional service options would require submission of a proposal and related fees for approval by Baker County **prior** to any work being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.

It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been formally executed by both the County, and the selected Proposer. It is further understood, no Proposer may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorney fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorney fees) are the sole responsibility of the Proposer.

EVALUATION OF PROPOSALS – Baker County intends to select a Special Magistrate(s) that demonstrates, in the County's opinion, the highest degree of compliance with the criteria listed below. Proposals will be evaluated in compliance with the Baker County Purchasing Policy and the specific criteria as follows:

- A. Cost
- B. Quality of Submittal
- C. Professional Qualifications
- D. Ability to Meet Project Schedule
- E. Past Performance with Similar Projects
- F. References

CONTACTS - Questions related to this RFP should be directed to Kennie Downing, County Manager, 55 N. 3rd Street, Macclenny FL 32063, phone (904) 259-5123, or email at Kennie.downing@bakercountyfl.org. Inquiries related to the work scope, clarification or correction/s **must** be in writing to the contact name shown above via fax, email or mail and must be received no later than **3:00 P.M., April 9, 2018**. All answers to questions and addendums will be posted on the County's website. Do not contact any other staff member of Baker County, except the above, with regard to this RFP. Contact with any other County employee associated with these services during the RFP process is strictly prohibited.

DUE DATE/LOCATION - The letters of interest and supplemental information will be received

until 3:00 p.m. on April 12, 2018. Mail or deliver all proposals to: Kennie Downing, 55 N. 3rd Street, Macclenny FL 32063.

Baker County, Florida reserves the right to reject any or all proposals, waive minor informalities or award to and negotiate with the firm whose proposal best serves the interest of Baker County.

In the event that a Contract/Agreement is attached to the RFP, such Attached Contract/Agreement is for Discussion Purposes Only, and Not Necessarily Reflective of any Contract That May Be Ultimately Entered into By the County. In the event that a Contract/Agreement is Not Attached to the RFP, it is expressly understood that the Board of County Commissioners preference/selection of any Proposal does not constitute an award of a Contract/Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract negotiations will follow between the County and the selected Proposer. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Proposer. The County reserves the right to delete, add to, or modify one or more components of the selected Proposer's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP. It is further understood, no Proposer (whether selected or not) may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorney fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorney fees) are the sole responsibility of the Proposer. By submitting a Proposal, a Proposer agrees to be bound by these terms and provisions of the RFP.

Protest Procedure

Any bidder or proposer who is allegedly aggrieved in connection with the issuance of the County's recommendation and intent to make a competitive award of a contract may protest to the County Manager in accordance with the Baker County Purchasing Policies and Procedures Manual (11-15-16). The Policies and Procedures manual is posted on the County's website at:

www.bakercountyfl.org/purchasing.php

Click on the link called "View Baker County's Purchasing Policy".

INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Baker County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers compensation acts, disability benefits acts or other

employee benefit acts.

INSURANCE REQUIREMENTS - The successful bidder / proposer shall indemnify and hold owner, Baker County harmless against all loss, damage, or expense for reason of injury to person or property arising out of the use of or activities on any said premises by the successful bidder/proposer, its agents, representatives, vendors, sub-vendors, or employees. Prior to commencement of service/deliveries under this Contract, the successful bidder's insurance coverage shall comply with the following insurance requirements:

Workers Compensation // Employers liability insurance as required by the Workers Compensation Laws of the State of Florida.

- Commercial general liability insurance to meet minimum requirements below:
- Commercial General Liability \$1,000,000.00
- Medical Expense \$5,000.00
- Personal & Adv Injury \$1,000,000.00
- General Aggregate \$2,000,000.00
- Baker County Board of County Commissioners listed as additional insured.

Insurance companies providing the required insurance coverages for the successful bidder must be rated in the current issue of Bests Insurance Key Rating Guide at A for the policy holder's category and XIII for the financial category to be specifically approved by the Owner.

INSURANCE CERTIFICATE - A Certificate of Insurance, naming the Baker County, Florida as an additional insured, will be required from the successful bidder at the time of signing of the contract. Certificates of Insurance are to be authorized in writing by an officer of the insurance company or companies, identifying their agent and executed by the agent with a copy of the agents license by the insurance company attached. The Certificate must reflect the required coverage and at least a guaranteed 30 day written notice of cancellation of materials, or change in coverage will be given to Baker County. Certified copies of all policies must accompany the Certificate of Insurance when requested by the County.

Baker County, Florida Definitions of Evaluation Criteria for Ranking of Proposals

A. Cost (Dollars) - Enter the consultants proposed dollar amount.

B. Quality of Submittal (0 to 10 points) - The RFP should be organized and complete in detail as requested. *This will be graded on a 0-10 scale.*

C. Professional Qualifications (0 to 10 points) - Respondent should have active membership in the Florida Bar. Also, consider the number of years in the practice of law. More points are awarded for legal writing skills to be determined from the requested example submitted in the proposal. *This will be graded on a 0-10 scale.*

D. Ability to Meet Project Schedule (0 to 10 points) - More points are awarded for immediate availability to begin service on the project in a timely manner. *This will be graded on a 0-10 scale.*

E. Past Performance with Similar Projects (0 to 10 points) - A list of similar projects should be submitted with a brief description of the scope of services. An overview of the project

should include schedules, budgets, outcome, etc. Provide descriptions of similar project knowledge of regulations, staff, geography or prior work for Keystone Heights. *This will be graded on a 0-10 scale.*

F. References (0 to 10 points) - A list of references for the last five years must be submitted with the proposal form. References must pertain to projects similar to this RFP. Please include the firm (customer) name, contact name and phone number. *This will be graded on a 0-10 scale.*