REQUEST FOR QUALIFICATIONS

Special Magistrates for Code Enforcement Hearings

RFQ No. 09-15-16

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
WEDNESDAY, FEBRUARY 3, 2016 AT 12:00PM (LOCAL TIME)

RESPONSE SUBMISSION DATE AND TIME
FRIDAY, FEBRUARY 12, 2016 AT 3:00 PM (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, FIRST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. Any delays caused by the United States postal service or by any other method of delivery utilized by the Respondent to submit their response shall not be grounds for a waiver of the timely submittal requirement contained in this Solicitation.

Copies of this Solicitation Document are available at the City of North Miami's Purchasing Department website at www.northmiamifl.gov/departments/purchasing and may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **RFQ No. 09-15-16.**

Contact Person: Alberto Destrade, Purchasing Director
Email: Purchasing@northmiamifl.gov I Phone: (305) 895-9886

The City of North Miami, Florida, hereinafter referred to as the "City", is hereby soliciting proposals from qualified and experienced individuals to serve as Special Magistrates and preside over Code Enforcement Hearings.

Please submit one (1) original bound Proposal, three (3) complete copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the date and time stipulated in the Solicitation Timetable below. Proposals received after the Submittal Deadline noted below will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals as follows:

"IMPORTANT SOLICITATION ENCLOSED"
Special Magistrates for Code Enforcement Hearings
RFQ No. 09-15-16

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

Event	Date	Time
Advertisement Date:	01/21/2016	
Deadline For Receipt of Written Questions:	02/03/2016	12:00PM
Deadline For Receipt of Proposals:	02/12/2016	3:00PM
Evaluation Committee Meeting:	02/19/2016	TBD
City Council Review Date:	TBD	

(The City reserves the right to delay or modify the above dates and will post notice of any changes on the Purchasing Department website)

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Proposals 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 City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192, Cone of Silence, prohibiting certain communications with the City as described under Section 1, Instructions To Respondents, of this Solicitation.

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade
Purchasing Director

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Attachment "A" - Cone of Silence

Attachment "B" - Solicitation Forms

All of our procurement forms are fillable and can be found on our website at:

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

A-1 Public Entity Crimes Affidavit

A-2 Non-Collusive Certificate

A-3 Local Preference Affidavit

A-4 Questionnaire Instructions

A-5 Acknowledgement of Addenda

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SECTION 1.0
INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) "City" means the City of North Miami.

b) "Agreement" or "Contract" means a binding written agreement for the solicited Work and/or Services required by the City by means of this Solicitation, including work orders, containing terms and obligations governing the relationship between the City and the Respondent.

c) "Department" means a department of the City of North Miami.

d) "Proposal" means the documents timely submitted by Proposer or Respondent, in response to this Solicitation.

e) "Proposer" or "Respondent." All individuals, consultants, organizations or other entities submitting a response to this Solicitation.

f) "Contractor" means the Proposer or Respondent that receives an award of Contract or Agreement from the City Manager resulting from this Solicitation and upon the parties executing a Contract.

g) "Scope of Services" or "Scope of Work" means Section 3.0 of this Solicitation, which details the Work to be performed by the selected and appointed Respondent.

h) "Solicitation" means this Request for Qualifications (RFQ) document, and all associated addenda and attachments.

i) "Work" or "Services" shall include all of the effort, preparation, attendance and work product required to successfully perform the services pursuant to this Solicitation.

j) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.

1.2 CITY OVERVIEW

The City of North Miami, Florida (pop. 60,000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and consultants can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 REQUEST FOR QUALIFICATIONS

This Solicitation is extended to Respondents that have the necessary experience and qualifications to provide the services specified herein. The scope of services presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The "Public Entity Crime Affidavit" (Form "A-1") attached to this Solicitation, must be executed by the Respondent. If the "Public Entity Crime Affidavit" is not submitted as part of the Proposal package, is altered in any manner, or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMANATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, then a period of more than 36 months prior to the Submittal Deadline for this Solicitation must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list.

The Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City if it is determined that the Respondent did not comply with the requirements of this Section. If so, the City shall have no liability to the Respondent for any Work performed or materials furnished.

1.6 LOBBYING

Respondents are hereby placed on notice that all Respondents are expressly prohibited from lobbying, either directly or through the use of third parties, the City Council Members or any evaluation committee members or employees of the City for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent who violates these requirements will not be considered for review. The City's Purchasing Department shall be the only point of contact for questions/clarifications concerning any aspect of this Solicitation.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) and upon recommendation by the City's Purchasing Director, the City Manager may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or Sub-consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principals of any Respondents or its proposed Subcontractors or Sub-consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or Sub-consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work performed or material furnished.

1.8 POINTS OF CONTACT AND TIMETABLE FOR INQUIRES

Respondents shall contact the City's Purchasing Department for all inquiries relating to this Solicitation. Any request for clarifications and/or questions for issues other than strictly procedural matters, such as posting information and tentative schedules, must be submitted to the Purchasing Department by email at purchasing@northmiamifl.gov.

Request for clarifications and/or questions shall not be considered if submitted after the date and time stipulated on the Solicitation Timetable. The response(s) to questions submitted in a timely manner will be issued by written addenda and posted on the Purchasing Department's webpage located at www.northmiamifl.gov/departments/purchasing and on Demand Star by Onvia at www.demandstar.com or they can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by City staff shall be considered binding. The contents of this Solicitation and any subsequent written addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

Any revisions to this Solicitation will be posted by the City on the Purchasing Department's webpage located at www.northmiamifl.gov/departments/purchasing and on Demand Star by Onvia at www.demandstar.com or they can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding document number. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening of Proposals. Respondents shall be responsible for verifying whether or not any addenda has been issued by the City prior to the deadline by checking the Purchasing Department's webpage at www.northmiamifl.gov/departments/purchasing and on Demand Star by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on Demand Star can be downloaded.

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12 PROTEST

If a potential Respondent wishes to protest any provision of this Solicitation, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to the deadline for submittal of Proposals. A written protest is considered filed when received by the City Clerk.

Any Respondent who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City, at the time of filing the formal written protest, a filing fee in an amount equal to one percent (1%) of the total amount of compensation anticipated under this Solicitation or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City Clerk's Office

1.13 AGREEMENT

Respondent understands that neither this Solicitation nor Respondent's proposal constitute an Agreement with the City. No Agreement is binding or official until all proposals are reviewed and accepted by appropriate City staff, approved by the requisite level of authority within the City and an official Agreement is duly executed by the parties.

The selected Respondent shall be required to sign an Agreement which the City determines to be fair, competitive and reasonable.

1.14 COST OF PROPOSALS

Neither the City nor its representatives shall be liable for any expenses incurred by Respondents concerning the preparation, submission or presentation of Proposals in response to this Solicitation. All information in the Proposals shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchases of tangible property.

1.16 PROPOSALS SUBMITTAL AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the Solicitation Timetable. The response shall clearly indicate the title and number of this Solicitation on the outside of the sealed envelope, including the Respondent's return address. Moreover, the reference information shall also be included on the cover page of the Proposal. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If a Proposal is delivered after the stipulated deadline, a Respondent shall be deemed non-responsive and will not be eligible for consideration under this Solicitation.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the deadline for submittal of Proposals. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are received and opened by City staff, they then become property of the City, and may not be modified or returned to Respondents even when they are withdrawn from further consideration.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Respondents are hereby placed on notice that all information submitted as part of or in support of their Proposals will be available for public inspection, in accordance with Chapter 119, Florida Statutes (known as the "Public Records Law") at the time the City posts notice of its decision or intended decision regarding recommended award of this RFQ or thirty (30) days after the opening of Proposals, whichever is earlier.

In the event that a Respondent believes that any information contained in their Proposal should be considered confidential and/or proprietary and is therefore exempt from public records disclosure, then the Respondent must submit and cite specifically the applicable exempting law. The Respondent's failure to provide the Purchasing Department with a detailed explanation and justification, including statutory cites and specific reference to the information claimed to be exempt from public records exemption, may result in their entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

(1) When such rejection is in the best interest of the City;

(2) If such Proposal is deemed non-responsive;

(3) If the Respondent is deemed non-responsible; or

(4) If the Proposal contains any material irregularities. Minor irregularities contained in response may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Agreement nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 EVALUATION COMMITTEE & INTERVIEWS

An Evaluation Committee shall be established to review and evaluate the qualifications of each Respondent. The Purchasing Department will provide the Evaluation Committee members with a copy of each Proposal for their review and a meeting will be convened to evaluate and score each Proposal in accordance with the scoring criteria contained under Section 5.0 of this Solicitation. Following the Committee's initial screening of the submitted Proposals, the Committee will rank each Respondent and establish a short-list of the highest ranked applicants to be interviewed by the Committee.

The short-listed Respondents will then be invited to appear before the Committee to make an oral presentation of their qualifications and to respond to any questions posed by the Committee members. The final ranking for each interviewed Respondent shall be based on the Committee's evaluation of their submitted Proposal and presentation before the Committee.

(NOTE: Respondents are placed on notice that the Committee interviews are tentatively scheduled for FEBRUARY 19, 2016, at the City Council Chambers, located on the Second Floor of City Hall, at 776 N.E. 125th Street, North Miami, Florida. If invited to be interviewed, Respondents must be available to appear before the Committee on FEBRUARY 19, 2016. The Purchasing Department shall notify each selected Respondent as to the actual time and duration assigned for their presentation before the Committee.)

Immediately upon conclusion of the Committee's final evaluation, the Committee will provide the Purchasing Department with the results of their scores and their final ranking for each interviewed Respondent. The Purchasing Department shall then forward the results of the Committee's evaluation and final rankings to the City Manager for review and approval.

1.22 CITY COUNCIL REVIEW AND APPOINTMENT

Upon approval by the City Manager, the Purchasing Department will submit the results of the Committee's evaluation and their final rankings to the City Council for their review of the Committee's recommendation. The

City Council may accept or reject in whole or part the Committee's recommendation.

The City Council may appoint a maximum of up to three (3) applicants for the position of Special Magistrate for any one period.

1.23 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the Proposals received in response to this Solicitation.

The determination of the criteria and evaluation process for this Solicitation, as well as whether or not an award is made by the City, shall be at the sole and absolute discretion of the City. In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.24 CONTRACT AWARD

The City may select and award up to three (3) Respondents for this Contract, but reserves the right to not make any award whatsoever, if deemed to be in the best interest of the City.

Prior to final execution of an Agreement with the City, the Respondent(s) shall submit the requisite insurance coverage documents. The contract number shall be included on the insurance documents submitted to the City, as well as for any updates to the insurance coverage throughout the Agreement period. Failure to execute the Agreement and/or to submit evidence of the required insurance coverage in a timely manner shall be just cause for termination of the award.

1.25 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals shall be submitted in accordance with the format outlined under Section 5.0 of this Solicitation and must include all the requisite information contained therein. Moreover, the Proposal must contain a signed and completed "Cover Page and Contract Information" form found under Section 6.0 of the Solicitation.

Respondents may be deemed non-responsive if any required information is missing from their submitted Proposals.

Prior to submitting their Proposal, each Respondent is solely responsible for verifying whether any addendum has been issued by the City's Purchasing Department and acknowledging their review of the addendum, if any, as part of the Proposal (see Form "A-5").

1.26 NON-RESPONSIVE PROPOSALS

Proposals deemed to be non-responsive shall not be eligible for award under this Solicitation. Proposals may be considered non-responsive as a result of various factors including, but not limited to, the failure to meet the minimum qualifications contained in this Solicitation, failure to follow the instructions provided in this Solicitation, failure to submit the requisite documentation, incomplete or ambiguous responses, and failure to respond in a timely manner to request for additional information from the City.

Proposals will be rejected if not received by the City on or before the date and time specified as the deadline for submittal.

1.27 CONE OF SILENCE

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation (see Attachment "A").

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, Agreement negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.28 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

[Not Applicable]

1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to present a Proposal; however, the selected Respondent(s) must register prior to award of an Agreement as failure to register may result in the rejection of the Proposal. To register, you may contact the Purchasing Department at (305) 895-9886 or you may download the application from our website www.northmiamifl.gov/departments/purchasing. It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement awarded as a result of this Solicitation.

1.30 EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the

Proposal will be rejected as non-responsive. All exceptions raised by a Respondent must be submitted in writing and clearly indicate what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this Solicitation. However, the City is under no obligation to accept any exceptions. If no exception is submitted, the City will conclude that the Respondent has accepted all terms and conditions of this Solicitation.

1.31 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS

The evaluation of competitive Solicitations is subject to Section 7-151 of the City Code which provides that preference be given to local businesses, except where contrary to federal and state law or any other funding source requirements. In order for the Respondent to benefit from this preference, the Respondent shall confirm in writing its compliance with any of the following criteria as of the date of Proposal submittal (see Form A-3). A local business shall be defined as:

a) A business located in the City that has a permanent office or other site where the local business conducts, engages in or carries on all or a portion of its business and has a current City business tax receipt, issued prior to the City's issuance of this Solicitation; or

b) A business that has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of this Solicitation; or

c) A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with subcontractors who are physically located within the City.

If applicable, the local business preference would assign Respondents a benefit of ten (10) percent of the total evaluation points or ten (10) percent of the total price, to be applied in calculating their final ranking.

1.32 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.33 COMMUNITY BENEFITS PLAN

[Not Applicable]

1.34 MODIFICATIONS OF PROPOSAL

Unsolicited modifications or revisions to Proposals will not be permitted after the deadline for submittal and opening of Proposals.

1.35 TRUTH-IN-NEGOTIATION STATEMENT

[Not Applicable]

1.36 REVIEW OF PROPOSALS

The City will not allow any request for documents or reviews of submittals until thirty (30) days after Proposals are received or after an award is announced, whichever comes first. After the requested time has passed, Respondents may then request copies of documents or make an appointment to review submittals and presentations.

1.37 OPENING OF SUBMITTED PROPOSALS

Immediately after the deadline for submittals has passed, the Purchasing Department will open properly received Proposals and announce the names of the Respondents for this Solicitation in the Office of the City Clerk located on the First Floor of City Hall at 776 NE 125th Street, North Miami, Florida. A list of Respondents will also be placed on the Purchasing Department's webpage shortly after the Proposals are opened and announced.

1.38 ATTORNEYS' FEES

In the event of any dispute arising under or related to this Solicitation and the Agreement issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.39 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Agreement. Respondents should be aware, that if awarded an Agreement, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Respondent shall further be aware that if awarded an Agreement under this Solicitation, no person having such conflicting interest shall be employed in the performance of this Agreement.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

This Solicitation has been issued for the purpose of seeking proposals from qualified and experienced individuals interested in serving as Special Magistrates for the City's Code Compliance hearings. The City intends to select and appoint a maximum of up to three (3) Special Magistrates to preside over Code Compliance hearings in a fair, impartial and effective manner.

2.2 TERM OF AGREEMENT

The initial term of this Agreement will be for a one (1) year term, commencing on the date of appointment by the City Council. Upon conclusion of the initial one (1) year term, the City Council may reappoint the Special Magistrates at their sole discretion.

The City Council, at its sole discretion, may remove any Special Magistrate from service at any time.

2.3 OPTION TO RENEW

See above.

2.4 METHOD OF AWARD

See Section 4.0 – Evaluation/Selection Process.

2.5 COMPENSATION

Special Magistrates are compensated at a rate of $150 per hour.

2.6 INDEMNIFICATION AND INSURANCE REQUIREMENTS

Respondents must submit with their Proposal **either** proof of insurance meeting or exceeding the following coverage **or** a letter of intent to provide the following requirements when and if awarded a Contract:

2.6.1 Professional Liability (Errors and Omissions) Insurance – 1) $1,000,000 per occurrence, $2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed $25,000 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible; 2) Claims made policy must have an extended coverage reporting period of two years past the coverage completion date; and 3) For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.

2.6.2 Commercial General Liability Insurance – preferably written on an occurrence form with $1,000,000 for each occurrence, to include contractual liability, personal and advertising injury.

2.6.3 Automobile Liability Insurance – $1,000,000 combined single limit bodily injury and property damage. Coverage shall be applicable to any auto, hired auto and non-owned auto.

2.6.4 Workers' Compensation as required by the State of Florida – Statutory limits, including coverage for Employer's liability ($1,000,000). A Certificate of Exemption from the Division of Workers' Compensation is required if exemption status is claimed.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

An insurance certificate shall be provided in acceptable form to the City of North Miami, allowing for 30 days written notice (except for non-payment wherein 10 days notice is acceptable) prior to cancellation or material change in coverage. All insurance policies required by the Contract shall be maintained in full force and effect throughout the contract period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to signing of Contract. The Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

The Contractor must submit to the Purchasing Department, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract and shall be provided to the City's designee.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. Nothing contained in this indemnification/hold harmless is intended to constitute a waiver of the City's limitation on liability as set forth in Section 768.28, Florida Statutes. This covenant shall survive the expiration or termination of this agreement.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

The awarded Contractor shall not commence Work under this Agreement until the City has received and approved all of the minimum insurance described by the City's Risk Manager.

2.7 FAILURE TO PERFORM

The provisions of the Contract will dictate issues of default and termination, with or without cause.

2.8 FEDERAL, STATE AND LOCAL REGULATIONS

The Respondent shall comply with all applicable federal, state and local rules and regulations regarding the provision of Services under this Contract.

2.9 ACCEPTANCE OF SERVICES BY THE CITY

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.10 CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all Proposals, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any minor irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this RFQ, shall be the sole and absolute discretion of the City.

2.11 ETHICAL CONSIDERATION

No elected official or employee of the City who exercises any responsibilities in the review, approval, or implementation of the Proposal or Contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.

The Respondent shall not assign any interest in this Contract and shall not transfer any interesting the same without the prior written consent of the City.

The Respondent shall not accept any client or project that places it in a conflict of interest with its performance of Services for the City under this Contract.

The Respondent must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

2.12 WITHDRAWAL/MODIFICATION OF PROPOSAL

Any Respondent who wishes to withdraw or modify their Proposal may do so in writing to the Purchasing Department prior to the deadline for opening of Proposals. Proposals shall become property of the City and subject to the public records rules and regulations once the deadline for receipt of Proposals has lapsed.

2.13 COUNCIL MEETINGS

Respondents recommended for appointment as Special Magistrates must be available to attend City Council meetings related to the selection and award of this Contract and be prepared to answer any questions, if so requested by City Council members and/or authorized City representatives.

2.14 SOLICITATION CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Purchasing Department via email at Purchasing@northmiamifl.gov. Respondent(s) must understand that the only official answer or position of the City will be the one issued in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the specific page and paragraph number for each question in order to ensure that questions are responded to correctly. All questions and/or request for clarification must be received by the Purchasing Department by no later than the time and date specified in the Solicitation Timetable section**.**

All responses to questions and/or clarifications submitted in a timely manner will be provided in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER THE STIPULATED DEADLINE.** Any addendum issued by the City will be made available on the Purchasing Department's webpage at www.northmiamifl.gov/departments/purchasing and on Demand Star by Onvia at www.demandstar.com or can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding documents number.

It is the sole responsibility of each Respondent to confirm whether any addendum has been issued by the City prior to the stipulated deadline for submittal of Proposals and to acknowledge said addendum, if any, as part of their Proposal.

END OF SECTION

SECTION 3.0
SCOPE OF SERVICES

3.1 SCOPE

The City intends to procure the services of Special Magistrates to preside over Code Compliance hearings, with the authority to impose administrative fines and other non-criminal penalties, and to provide an equitable, expeditious, effective, and inexpensive method of enforcing the City's code.

The scope of services to be performed by the Special Magistrates consist of, but may not be limited to, the following:

- The Special Magistrate shall conduct hearings relating to the enforcement and violation of the business tax receipt, building & zoning, sign and other related codes. It is not the function of the Special Magistrates to initiate enforcement proceedings or to inspect for code violations.

- The Special Magistrate shall sit as an impartial hearing officer to determine, based on evidence presented during the hearing, if a violation exists. All hearings before the Special Magistrate shall be conducted to ensure fundamental due process.

- The Special Magistrate shall have the power to:

    1. Adopt rules for the conduct of its hearings;
    2. Hear appeals by alleged violators from civil violation tickets; affirm in whole or in part, or reverse, the charge of violation; and affirm or modify the order of corrections and the fine levied in the ticket;
    3. Hear cases from code compliance officers for citations issued to alleged violators; affirm in whole or in part, or reverse, the charge of violation; and affirm or modify the order of corrections and the fine levied in the citation;
    4. Subpoena and swear alleged violators and witnesses to its hearings. Subpoenas may be served by the police department of the city;
    5. Subpoena evidence to the hearing;
    6. Take testimony under oath; and,
    7. Issue orders having the force of law commanding whatever stages necessary to bring a violation into compliance.

- The Special Magistrate must adequately prepare for each hearing, including review of the agenda and all back-up material provided, as well as reviewing and understanding all relevant City codes, ordinances and Florida Statutes related to the issues to be presented at the hearing.

- The City shall provide such clerical, administrative personnel and legal services deemed reasonably necessary to support the Special Magistrate's work and assist in the proper performance of their 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 their duties.

- Hearings are held in the City Council Chambers, on the Second Floor of City Hall located at 776 N.E. 125 Street, North Miami, Florida, and are typically scheduled for the first and third Wednesdays of each month, unless otherwise required, and consist of both morning and evening sessions lasting approximately 3-4 hours each.

- The Special Magistrate shall be bound by the interpretations and decisions of duly authorized boards of the City concerning provisions of the City's code, ordinances and regulations within their respective jurisdictions.

- The Special Magistrate may also be asked to perform other similar assignments, relating to code enforcement services, as requested by the City.

3.2 PUBLIC RECORDS

Upon entering into an Agreement with the City, the Special Magistrates acknowledge that they must comply with the requirements of the Florida Public Records Act (Chapter 119, Florida Statutes) in the performance of their duties.

END OF SECTION

SECTION 4.0
PROPOSAL FORMAT

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL

Proposers should carefully follow the format and instructions outlined below. All materials are to be submitted on 8 1/2" X 11" pages, paginated and separated by tabs to identify each required section. Please be sure to include a digital copy of the Proposal with either a CD or USB Flash Drive clearly labeled with the Respondent's name and Solicitation number. All digital copies must be submitted in either Adobe or Word format.

The Proposal information and documents shall be submitted in the following order:

1) Proposal Cover Page

Please use the Cover Page & Contact Information form attached hereto under Section 6.0 of this Solicitation as the first sheet of your Proposal. Please complete and sign the form in its entirety.

2) Letter of Introduction

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent and how it has prepared the Respondent to successfully serve as a Special Magistrate for the City.

3) Overall Experience/Qualifications of the Respondent (Maximum 45 Points)

Please include a complete resume of the Respondent's experience and qualifications, including, but not limited to, the following:

a) Please indicate whether the Respondent is a retired Florida judge, if applicable. If so, please provide detailed information regarding when, where and position(s) held as a judge.

b) Please indicate if the Respondent is a member in good standing of the Florida Bar and date of admission; if so, include adequate supporting documentation.

c) Please indicate if the Respondent is certified in city, county and local government law by the Florida Bar; if so, include adequate supporting documentation.

d) Please indicate the Respondent's primary area of concentration in the practice of law.

4) Experience Working with Local Government (Maximum 45 points)

Provide information regarding the Respondent's specific experience working with or on behalf of local government agencies over the last five (5) years. Moreover, please identify all current and/or previous municipal, county, or other local government agencies for which your firm has provided legal services, representation or advice over the last five (5) years and the business relationship between the Respondent and the governmental body (agency). In particular, please include information regarding any work performed on behalf of local governments (agencies) similar to the services described in this Solicitation.

5) References (Maximum 10 points)

Respondents must provide at least three (3) references of clients for which they have performed work over the last five years (see Form A-14). If available, such references should be listed for local governments (agencies) for which the Respondent has provided

services within the last five years. Only one reference may be used for services performed for or on behalf of the City of North Miami.

6) Insurance Documents

Respondents must **either** submit proof of insurance meeting or exceeding the coverages listed under Section 2.6 of this Solicitation **or** submit a letter of intent to provide the required insurance certificates when and if awarded a Contract.

7) Solicitation Forms

The Solicitation forms to be submitted as part of the Proposal are listed under the Table of Contents and included in Attachment "B". The forms must be fully completed, if applicable, and signed as required.

All Solicitation forms can be found on the Purchasing Department's website at www.northmiamifl.gov/departments/purchasing/forms.aspx

These forms are fill–in forms. Please be sure to include all applicable forms with your Proposal, signed and notarized as required.

Please note that with regards to Form A-5 (Acknowledgement of Addenda) it is the sole responsibility of the Respondent to check the City's website for all applicable addenda issued prior to the submittal deadline at www.northmiamifl.gov/purchasing/current_bids_proposals.aspx

Failure to submit all of the required documentation may disqualify the Respondent.

END OF SECTION

SECTION 5.0
EVALUATION/SELECTION PROCESS

5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be evaluated to determine if the Proposal is responsive to the submittal requirements contained in this Solicitation. A responsive Proposal is one that is submitted in a timely manner, meets the experience and qualification requirements stipulated in this Solicitation, contains all of the requisite documentation, includes the necessary signatures and is submitted in the format outlined in this Solicitation. Failure to comply with these requirements may result in the Proposal being considered non-responsive.

This Contract will be awarded to the most qualified applicants whose Proposal(s) serves the best interest of the City and represents the values of the City in accordance with Chapter 7, Article III of the City's code.

Each Respondent affirms and asserts that due care and diligence was exercised in the preparation of their Proposal and all information contained therein is believed to be correct. The Respondent acknowledges and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the Proposal. Neither the City nor its representatives will be responsible for any error or omission in any Proposal, or for the failure on the part of any Respondent to determine the full extent of the exposure.

5.2 MINIMUM REQUIREMENTS

To be eligible for consideration in response to this Solicitation, the Respondent must meet and provide adequate documentation to support the following minimum requirements:

5.2.1 The Respondent must either be a retired Florida judge; or

5.2.2 The Respondent must be a member in good standing of the Florida Bar for at least five (5) years; and

5.2.3 The Respondent must have a background in local government.

5.3 REFERENCES

The Respondent must submit at least three (3) references of clients for which they have performed work over the last five years. If available, such references should be listed for local governments (agencies) for which the Respondent has provided services within the last five years. Only one reference may be used for services performed for or on behalf of the City of North Miami.

5.4 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

An Evaluation Committee ("Committee") shall be established to review and evaluate all Proposals in response to this Solicitation. The Committee shall conduct a preliminary evaluation of each Proposal on the basis of the information provided and other evaluation criteria as set forth in this RFQ or as reasonably determined by the Committee.

Each Proposal will initially be screened by the Committee to determine if they have met the minimum requirements for eligibility to be considered for this Contract. The Committee members will then independently evaluate each Proposal deemed to be responsive based on the merits of each Proposal in accordance with the scoring criteria stipulated below under Section 5.6. The total number of points scored by each Committee member will be based on the maximum points available for each scoring category.

Upon completion of their initial evaluation, the Committee members will provide the Purchasing Department with their results and the initial ranking for each Respondent. The Committee will also provide the Purchasing Department with their recommended short-list of highest ranked Respondents to be interviewed by the Committee. Based on the Committee's recommendation, the Purchasing Department shall invite the short-listed Respondents to appear before the Committee to make an oral presentation and answer any questions which the Committee members may have. (Note: Respondents invited to be interviewed by the Committee may not provide the Committee members with any handouts or additional information other than their oral presentation and/or answers to questions posed by the Committee)

5.5 COMMITTEE INTERVIEWS

Notice of assigned presentation times will be communicated in advance to the short-listed Respondents, but may be given short notice of appearance. The purpose of the presentation will be for the Respondents to summarize their experience and qualifications, as contained in their Proposal, and to answer any questions which the Committee members may have. The Respondent may clarify, but may not modify the submitted Proposal. Questions and answers between the Committee members and the Respondent during presentations are intended only for purposes of providing clarification. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City will not be liable for any costs incurred by the Respondent in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

(NOTE: Respondents are placed on notice that the Committee interviews are tentatively scheduled for February 19, 2016, at the City Council Chambers, located on the Second Floor of City Hall, at 776 N.E. 125th Street, North Miami, Florida. If invited to be interviewed, Respondents must be available to appear before the Committee on February 19, 2016. The Purchasing Department shall notify each selected Respondent as to the actual time and duration assigned for their presentation before the Committee.)

Following completion of the oral presentations, the Committee members will then provide the Purchasing Department with their final score for each interviewed applicant based on their evaluation of the submitted Proposals and the Respondent's presentation. The Committee shall also provide the Purchasing Department with their final ranking for each of the interviewed Respondents.

The final results of the Committee's evaluation shall be forwarded for review by the City Manager and ultimately to the City Council for their review and appointment of the Special Magistrates. The City Council may accept or reject, in whole or in part, the results of the Committee's evaluation process and their recommendations.

5.6 EVALUATION CRITERIA

The Evaluation Criteria shall be based on the categories listed below with a maximum number of points of 100 for each Respondent. Each Committee member will conduct an independent evaluation of each category and issue a score to each Respondent on the basis of their experience, qualifications and references as reflected in their Proposal and subsequent presentations, if applicable.

The initial and final rankings for each Respondent shall be based on the average of total points received by each Respondent divided by the number of Committee members.

COMMITTEE EVALUATION CRITERIA

CRITERIA	DESCRIPTION	MAXIMUM POINTS
1	Overall Qualifications/Experience of the Respondent	45
2	Specific Experience Relating to City Government	45
3	References	10
TOTAL		100

The City reserves the right to reject any or all Proposals, to waive any irregularities or informalities in any submittal or in the RFQ procedures, and to accept or reject any item or combinations of items.

5.7 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the City is to facilitate Proposals. Effort was made to provide necessary and accurate information when this Solicitation was prepared, but the City may not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of Respondents to ensure that they provide all information needed for submittal of their Proposals.

The City may request additional information from any Respondent, if it deems reasonable and necessary. If so, the Respondent must submit the requested information in a timely manner or may otherwise be deemed non-responsive, depending on the type of information requested by the City.

5.8 NEGOTIATIONS

If for any reason the City cannot reach agreement on a Contract with the selected Respondent(s), then the City reserves the right to terminate negotiations and proceed to negotiate with the next ranked and qualified Respondent. This process may continue until a Contract acceptable to the City has been finalized or all negotiations prove unsuccessful. No Respondent shall have any rights against the City arising from such negotiations or termination thereof.

END OF SECTION

Section 6.0
Cover Page and Contact Information Form

COVER PAGE & CONTACT INFORMATION

Special Magistrates For Code Enforcement Hearings
RFQ 09-15-16

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee
Identification (FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of Work to be performed.

3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge.

4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Print Name & Title: _____

ADDENDUM NO. 1

FEBRUARY 3, 2016

Solicitation Title: Special Magistrates for Code Enforcement Hearings

Solicitation No.: RFQ 09-15-16 Opening Date: Friday, February 12, 2016 by 3:00PM

Attention all potential bidders:

☒ Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged by checking the box indicated on the City's Contract Form A-5, Acknowledgement of Addendum(s), and submitted as part of your Proposal.

To all prospective Respondents, please note the following changes and clarifications:

1. Section 2.6 Insurance and Indemnification Requirements is revised to omit all insurance requirements. Section 2.6 shall now read as follows:

   2.6 INDEMNIFICATION
   Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. Nothing contained in this indemnification/hold harmless is intended to constitute a waiver of the City's limitation on liability as set forth in Section 768.28, Florida Statutes. This covenant shall survive the expiration or termination of this agreement.

   Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

2. Please note that Contract Form A-7, General Insurance Requirements, is no longer necessary and is hereby deleted as a required form under Attachment "B" – Solicitation Forms.

All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum

NORTH MIAMI
FLORIDA

Request for Qualifications
Special Magistrates for Code Enforcement Hearings
RFQ 09-15-16

RESPONSE SUBMISSION DATE AND TIME
February 12, 2016 AT 3:00PM (LOCAL TIME)
AT
CITY OF NORTH MIAMI, OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR, 776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

Bid Opening Sheet for RFQ Submittals

	Company Name
1	Schneck Legal, PA
2	Christopher Benjamin
3	HRN Law PA
4	Michelle Ashby Delancy, Esq.
5	Cazeau, Linton Robinson, LLC
6	Bernard wh Jennings
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	

Stephanie Thomas — Deputy City Clerk Name
S Thomas — Deputy City Clerk Signature
2/12/16 — Date