

HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS
Purchasing Department

REQUEST FOR LETTERS OF INTEREST

21-009

ALTERNATE SPECIAL MAGISTRATE

January 2021



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PROPOSER (“PROPOSER”) ACKNOWLEDGEMENT AND AGREEMENT FORM

Title: Alternate County Code Enforcement Special Magistrate (“Alternate Special Magistrate”).

Service Required: Presiding over County Code Enforcement Hearings (“Code Enforcement Hearings”) as an Alternate Special Magistrate.

Submit Proposal (“Proposal”) To: Christine Davis, Purchasing Manager; Highlands County Board of County Commissioners; 600 South Commerce Avenue, Sebring, Florida 33870; Telephone: (863) 402-6528; E-mail: cmdavis@highlandsfl.gov.

Submit Proposal By: Proposals are due at any time until this RFI is closed. All Proposals received prior to the RLI opening date may not be withdrawn for thirty (30) calendar days from the time of their receipt. Additional Proposals may be received after the specified date and time and may be evaluated and scored if the needs of the County are not met by the initial Proposals received.

Procurement Services Contact: Christine Davis, Purchasing Manager; Highlands County Board of County Commissioners; 600 South Commerce Avenue, Sebring, Florida 33870; Telephone: (863) 402-6528; E-mail: cmdavis@highlandsfl.gov.

Proposer Acknowledgment: This RLI Proposer Acknowledgement Form must be completed and properly submitted to the County with your Proposal prior to the RLI opening date. The proposal summary sheet pages on which the Proposer actually submits a Proposal and any pages upon which information is required must be completed and attached with the Proposal.

Proposer's Name: _____
Social Security Number: _____
Mailing Address: _____
Telephone No.: _____
Email Address: _____

Is the Proposer a Qualified Minority or Women Owned Business? (Circle One) Yes No

Reason for No Response: _____

SIGN BELOW TO ACKNOWLEDGE THIS PROPOSAL.

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RLI document.

The Proposer certifies that this Proposal is based upon all conditions as listed in the RLI and that no changes have been made to the RLI as received. The Proposer further agrees that if the Proposal is accepted, he or she will execute an appropriate contract for the purpose of establishing a formal contractual relationship with the County for the performance of all requirements to which this Proposal pertains.

1. PART I. GENERAL INFORMATION - Understands and agrees to all terms.
2. PART II. PROPOSAL REQUIREMENTS - Understands and agrees to all terms.
3. PART III. PROPOSAL PROCESS - Understands and agrees to all terms.
4. PART IV. GENERAL TERMS AND CONDITIONS AND OTHER CONSIDERATIONS -Understands and agrees to all terms.

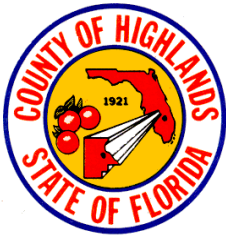
Proposer's Signature: _____

Print Name: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL



**HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
GENERAL SERVICES & PURCHASING**

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS (“BOARD”)
HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (“COUNTY”)**

REQUEST FOR LETTERS OF INTEREST 21-009

PART I: GENERAL INFORMATION

A. PURPOSE

The County is requesting letters of interest from qualified Proposers for the position of Code Enforcement Special Magistrate serving as an Alternate Special Magistrate, for the purpose of establishing a one (1) year contract with the option to automatically renew that contract annually, subject to the Alternate Special Magistrate's acceptance, satisfactory performance, and determination that the renewal will be in the best interest of the County.

B. BACKGROUND

The County Code has minimum maintenance standards for real property. When one or more provisions of the County Code are violated, Highlands County Code Enforcement Officers (“Code Officers”) issue warnings, civil citations, and notices of violation. Notices of violation and contested civil citations are adjudicated by a County Code Enforcement Special Magistrate (“Special Magistrate”). Numerous other County Code requirements are enforced in the same manner. The Special Magistrate presides over Code Enforcement Hearings, listens to testimony, reviews evidence presented, and makes a determination as to whether or not the County Code was violated. The Special Magistrate is authorized to order the violator to comply with the County Code by a date certain or face the imposition of daily fines for noncompliance. A Special Magistrate's order may become a lien on real property if not brought into compliance with the County Code. The Special Magistrate is also authorized to extend the time for compliance with prior orders, approve settlements, and authorize foreclosure and collection of County Code Enforcement Liens.

C. OBJECTIVE

The attorney who is selected to serve as Alternate Special Magistrate will be expected to attend Code Enforcement Hearings as a special magistrate in the event the other Special Magistrate is unable to conduct Code Enforcement Hearings. Code Enforcement Hearings are held on the second Thursday of each month at 1:30 P.M. in the, Kelly Courtroom, 430 South Commerce Avenue, Sebring, Florida 33870 (days and location subject to change). Code Enforcement Hearings may last from one (1) to three (3) hours (or longer). Special Magistrates must be a current member in good standing of the Florida Bar and preferably have at least five (5) years' experience in the practice of law, preferably as a trial attorney. Knowledge of and experience with municipal, state or county government and land use law and matters pertaining to the issuance of trespass warnings is preferred. Selected Special Magistrate(s) must become familiar with Chapter 162, Florida Statutes, Chapter 810, Florida Statutes, and the Code of Ordinances, Highlands County, Florida. The County will also provide additional monies to compensate for quasi-judicial insurance.

D. SCOPE OF WORK

The County utilizes Special Magistrates, as authorized by Chapter 162, Florida Statutes, to hear County Code enforcement matters including, but not limited to, determining if County Code violation(s) exist, ordering

compliance with the County Code, and imposing fines for failure to comply with the County Code and Special Magistrate Orders. The Special Magistrates preside over Code Enforcement Hearings. After hearing evidence presented by the County, the alleged violator and other witnesses, the Special Magistrate determines if a County Code violation exists, and if so, what remedy should be implemented according to the County Code and applicable law. The Special Magistrate also has the authority to extend time for compliance with prior orders, approve settlements, and authorize foreclosure and collection of County Code Enforcement Liens.

The scope of work to be performed by the awarded attorney/firm may consist of, but not be limited to the following, to the extent approved by the Board of County Commissioners:

1. The special magistrate shall conduct hearings relating to the appeals of citations issued for violations of the Code of Ordinances and Land Development Code including but not limited to violations of the fire, building, zoning, sign and other related codes in force in the unincorporated area of Highlands County. The special magistrate will not initiate enforcement proceedings or inspect for code violations.
2. The special magistrate shall sit as an impartial hearing officer to determine, based on evidence presented during the hearing, if a violation exists.
3. The special magistrate shall serve at the pleasure of the Board of County Commissioners and shall not be deemed a County employee.
4. The special magistrate will review and understand all relevant codes, ordinances, and Florida Statutes relative to the service provided.
5. The County shall provide such clerical, administrative personnel and legal services 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 County to assist in the performance of duties.
6. The special magistrate shall have the jurisdiction and authority to affirm or modify any penalties imposed by the issuance of a civil citation pursuant to the Code of Ordinances, Highlands County, Florida.
7. The special magistrate has the jurisdiction and authority to determine the amount of reasonable expenses incurred by the County as a result of orders issued pursuant to the authority granted.
8. The jurisdiction of the special magistrate is not exclusive. An alleged violation of a code provision may be pursued by appropriate remedy in court at the option of the County and nothing shall prevent the County from taking such other lawful action, including but not limited to resorting to equitable action, as is necessary to enforce the provisions of respective County codes or ordinances.
9. All hearings before the special magistrate shall be conducted in a manner to ensure fundamental due process.
10. The special magistrate shall take testimony from any witness having knowledge concerning a hearing on a case. All testimony shall be under oath. The special magistrate shall have the power to administer an oath to any witness.
11. As soon as practicable after the conclusion of the hearing, the special magistrate shall issue findings of fact based on evidence of record, and conclusions of law, and shall issue a written order affording proper relief consistent with powers granted within County code and consistent with chapter 162 of the Florida Statutes no later than ten (10) days after the hearing.
12. The special magistrate shall be bound by the interpretations and decisions of duly authorized boards of the County concerning the provisions of the codes, ordinances and regulations within their respective jurisdictions.

13. Maintain records in accordance with local, State, and Federal Public Records Retention Requirements.
14. All other relevant assignments relating to code enforcement special magistrate services, as requested.

E. QUALIFICATIONS

1. Licensed to practice law in the state of Florida for a minimum of five (5) years.
2. A member of the Florida Bar in good standing who possesses an outstanding reputation for civic pride, interest, responsibility, and business or professional ability and successful employment history.
3. A minimum of five (5) years prior legal experience, preferably experience in County government law, quasi-judicial proceedings, criminal law and/or administrative law.
4. Excellent writing and presentation skills.
5. Must show proof of Commercial General Liability Insurance with minimum policy limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for bodily injury and property damage and Legal Professional Liability Insurance with policy limits of \$1,000,000.00 per occurrence; and
6. Familiarity with, or the capacity to become familiar with Chapters 162 and 810, Florida Statutes; the Highlands County Code; and other relevant areas of law and legal procedures.
7. The Proposer must not perform similar services as a special magistrate in any other district or jurisdiction.

F. CONTRACT

The contract, if awarded, shall incorporate the RLI specifications and the Proposal.

G. TERMINATION

The County reserves the right to terminate any resulting contract with or without cause effective thirty (30) days from date of written notice unless terminated for cause. In the event that any of the provisions of the contract are violated by the Alternate Special Magistrate, the County may serve written notice upon the Alternate Special Magistrate of its intention to immediately terminate the contract. Such notice will state the reason(s) for termination of the contract.

PART II: PROPOSAL REQUIREMENTS

A. SUBMITTAL

Due to the current health concerns the County will accept submittals by mail or by electronic upload into the Vendor Registry portal. No email submittal will be allowed.

Interested parties can register through the Highlands County website at www.highlandsfl.gov under Purchasing please click on Vendor Registration. This link will connect you to Vendor Registry. All parties registered as a Highlands County Vendor can provide an electronic upload of their proposal for this RLI at no cost. The proposal remains encrypted until after the RLI deadline at which time the Purchasing staff can download.

Highlands County will also take proposals by mail. If mailed, then the Proposal shall be sealed and plainly marked on the outside of the envelope as specified below:

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN.: CHRISTINE DAVIS, PURCHASING MANAGER
RLI 21-009 CODE ENFORCEMENT ALTERNATE SPECIAL MAGISTRATE
TO BE OPENED: To remain open until filled
600 SOUTH COMMERCE AVENUE, SEBRING, FLORIDA 33870

B. NUMBER OF COPIES

One clearly identified original of your Proposal must be submitted on or before the opening of Proposals.

C. RESPONSIBILITY OF DELIVERY

The Proposer is solely responsible for the delivery to the County Purchasing Division or upload of the proposal to Vendor Registry on or before the time and date shown above for receipt of Proposals. If a Proposal is sent by mail, the Proposer shall be responsible for its delivery to the County Purchasing Division before the hour and date shown above for receipt of Proposals. Proposals.

D. FORMAT

Each Proposal shall be prepared simply and economically, providing a straightforward and concise delineation of the Proposer's capabilities to satisfy the requirements of the RLI. Each Proposal shall be complete and clearly present the content of the Proposal. In order to expedite the evaluation of Proposals, it is essential that the Proposer follow the format and instructions contained herein. If the Proposer so wishes, the Proposal may be accompanied with brochures, promotional materials, or displays properly identified. However, compliance with the Proposal requirements, as listed herein, is required. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

Every Proposal shall contain the following:

1. **Title Page**: Show the RLI number, your name, the name of your firm, address, telephone number, email, and date.
2. **Table of Contents**: Clearly identify the material by section and page number.
3. **Letter of Transmittal**: Limit to one (1) or two (2) printed pages. Briefly state your understanding of the Scope of Work to be performed and provide a positive commitment to perform the Scope of Work.
4. **Profile of Proposer**:
 - a. State the location of the office from which you operate.
 - b. Describe your legal experience. Particular emphasis should be placed on describing your experience and expertise in the area(s) addressed by this RLI and how that experience and expertise will be utilized in performing the Scope of Work.
 - c. Provide a list and description of cases involving municipal, state, or county government and land use law that you were engaged to handle and that were satisfactorily handled within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.
 - d. Have you been involved in civil litigation as a plaintiff or defendant within the last five (5) years or is there any pending civil litigation arising out of your representation? If yes, please explain.
5. **Summary of Proposer's Qualifications**:
 - a. Identify yourself and include your resume and/or curricula vitae. The resume may be included as an appendix.
 - b. Describe your experience with projects similar to this RLI.

6. **Project Understanding**: Describe the manner in which you would undertake the services requested in the Scope of Work. Your description should include the type of services provided and your role in the process.
8. **Summary of the Proposer's Fee Statement**: The County pays a flat rate of one hundred and seventy-five dollars (\$175.00) per hour to the Alternate Special Magistrate. Additionally, indicate your requirements concerning reimbursement for insurance, travel, per diem expenses, photocopying, telephone, or other incidental expenses. If additional work is required beyond the Scope of Work stated in this RLI, explain how those services would be billed? Additional work may include additional presentations or follow-up as requested.
9. **Signed Proposer Acknowledgement Form**: See Pages 3-4 of this RLI.
10. **Signed Declaration under Oath**: See Part II(F) of this RLI.
11. **Disclosure Statement, if applicable**: See Part II(G) of this RLI.
12. **Signed Equal Employment Opportunity Statement**: See Part III(D) of this RLI.

E. SCHEDULE

1. RLI ISSUED: January 21, 2021
2. RLI ADVERTISED DATES: January 30, 2021 and February 6, 2021
3. PROPOSAL DUE DATE: Open until filled

F. DECLARATION

1. The Proposer declares, under oath that no other person has any interest in this Proposal or in any resulting contract to which this Proposal pertains, that this Proposal is not made with connection or arrangement with any other person and is without collusion or fraud.
2. The Proposer declares, under oath that he or she has complied in every respect with all the instructions to Proposers, that all addenda issued prior to the opening of Proposals, if any, have been read, and that he or she is fully satisfied relative to all matters and conditions with respect to the general conditions of the contract and all relevant information to which the Proposal pertains.
3. The Proposer declares, under oath that he or she does not perform similar services as a special magistrate in any other district or jurisdiction.

G. DISCLOSURE STATEMENT

Proposer shall disclose, to the best of his or her knowledge, any County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the Proposer's business or its parent company or any subsidiary or affiliated company, whether such County official or employee is in a position to influence this procurement or not. Failure of the Proposer to provide any name shall be deemed to mean that no such relationship exists.

Failure of a Proposer to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Purchasing Manual.

H. QUESTIONS

For information concerning the procedure for responding to this RLI, contact with Highlands County should be for clarification purposes only. Material changes, if any, to the Scope of Work, or submittal procedures will only

be transmitted by written addendum. To facilitate prompt receipt of questions, such questions may be sent via e-mail to:

Highlands County Board of County Commissioners
Christine Davis, Purchasing Manager
600 South Commerce Avenue, Sebring, Florida 33870
Telephone: (863) 402-6528
E-mail: cmdavis@highlandsfl.gov

Over the course of this RLI, any contact with County Staff by a Proposer or the Proposer's agent will be grounds for automatic disqualification of that Proposer unless submitted by e-mail to the Purchasing Manager.

PART III. PROPOSAL PROCESS:

A. EVALUATION CRITERIA

Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the County. The items to be considered during the evaluation and the associated point values are as follows:

1. Experience in litigation and quasi-judicial proceedings in the areas of local government, land use, property, trespass warning, and municipal code enforcement: **0-40 Points**
2. Prior experience as special magistrate, judge, magistrate, mediator, arbitrator, or hearing officer: **0-40 Points**
3. References: **0-15 Points**
4. Location of the proposed special magistrate: **0-10 Points**
5. Reimbursement requirements for travel, per diem expenses, photocopying, telephone, or other incidental expenses or additional services beyond Scope of Work contained in the RLI: **0-5 Points**

B. SELECTION PROCESS

Evaluation of the Proposals will be performed at minimum by the County Development Services Director, County Zoning Supervisor, County Attorney or Assistant County Attorney and Assistant County Administrator. Purchasing Manager will facilitate the evaluation meeting. The initial scores will be tallied, and a short list will be developed consisting of Proposers receiving the highest point ratings. Proposers may be invited to an oral interview before the evaluation committee, if they determine it is needed. The County Purchasing Manager will contact the Proposers on the shortlist and provide questions that the evaluation committee would like to have further information. The evaluation committee will make the final ranking for the purposes of negotiating a contract with the top ranked Proposer. If the County is unable to negotiate a contract with the highest ranked Proposer, then the County can discontinue negotiations and start negotiations with the next highest ranked Proposer.

C. PROTEST

Notice of intent to award a contract will be emailed to proposers and posted for review by interested parties on Vendor Registry for a period of three (3) business days. Any actual Proposer who is aggrieved in connection with the pending award must file a written protest within the protest period after the posting date, in accordance with the County's Purchasing Manual, or any right to protest shall be forfeited.

D. EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall provide a written statement that it does not and will not discriminate against any person, employee, or applicant for employment, because of race, creed, color, religion, sex, national origin, ancestry, age, or disability.

E. ADA COMPLIANCE

Persons with disabilities who require reasonable accommodation to participate in County programs and/or services may call Ms. Rebecca Cable, ADA Coordinator, at (863) 402-6809 (Voice), or via Florida Relay Service 711, or by email: rcable@highlandsfl.gov. Requests for CART or interpreter services should be made at least twenty-four (24) hours in advance to permit coordination of the service.

F: COMPLIANCE

All Proposers shall comply with Florida Statutes Sections 287.087, on Drug Free Work Place, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination, and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.

1. Section 287.087, Florida Statutes. Preference to businesses with drug free workplace programs:

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

2. Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in

excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

3. Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with a public entity.

4. Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: is on the Scrutinized Companies that Boycott Israel List, created pursuant to s.215.473; or is engaged in a boycott of Israel;

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant s. 215.473, or 2. Is engaged in business operations in Cuba or Syria.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

G. GENERAL TERMS AND CONDITIONS AND OTHER CONSIDERATIONS:

1. **Substitution of County Personnel.** The County reserves the right to approve substitutions for assigned County personnel proposed for this RLI. Substitutions may be allowed for County Staff turnover, sickness, or other emergency situations.
2. **Acceptance and Rejection of Proposals.** The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the Board. The County reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and request new Proposals. The County also reserves the right to award any resulting contract as it deems will best serve the interests of the County.
3. **Requests for Information.** Each Proposer shall examine this RLI and judge for himself or herself all matters relating to the adequacy and accuracy of the RLI. If the Proposer is of the opinion that any part(s) of the RLI is incorrect or obscure, or that additional information is needed, he or she shall request such information or clarification from the person named in Section H of Part II of this RLI in order that appropriate addenda may be issued, if necessary, to all prospective Proposers.
4. **Addenda to RLI.** No oral change or interpretation of the provisions contained in this RLI is valid whether issued at a pre-Proposal conference or otherwise. Written addenda will be issued when changes, clarifications or amendments to the RLI are deemed necessary. The issuance of a written

addendum is the only official method whereby interpretation, clarification, or additional information can be given.

5. **RLI Responses are County Property.** All Proposals submitted in response to this RLI become the property of the County and will be returned only at the option of the County. The County has the right to use any or all ideas presented in any response to the RLI, whether amended or not, and selection or rejection of the Proposal does not affect this right, provided, however, that any Proposal that has been submitted to the County Purchasing Division may be withdrawn prior to the opening time stated herein, upon proper identification and signature releasing Proposal documents back to Proposer.
6. **Interview.** After initial review of the Proposals, the County may invite Proposers for an interview to discuss the Proposal. It is understood that the County shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the Proposal.
7. **County's Reservation of Rights.** The County reserves the right to determine, in its sole discretion, whether any aspect of a Proposal does or does not satisfy the criteria established in this RLI. The County further reserves the right to negotiate with any Proposer and the right to reject any or all Proposals with or without cause. The County also reserves the right to waive minor technical defects in a Proposal. In the event that this RLI is withdrawn by the County for any reason, the County shall have no liability to any Proposer for any costs or expenses incurred in connection with this RLI or otherwise. All expenses incurred in the preparation of a Proposal shall be borne by the Proposer.
8. **Execution of Contract.** Failure or refusal of the successful Proposer to execute a contract within thirty (30) days after award shall constitute a default. Any such Proposer shall not assign, transfer, convey, or otherwise dispose of any or all of his or her right, title, or interest therein, or his or her power to execute that contract to any person without prior written consent of the County.
9. **Availability of Funds.** Any Contract resulting from this solicitation is deemed effective only to the extent that funds are available. County abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.
10. **Prompt Payment Act.** Payment shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes, and the Highlands County Prompt Payment Policy.
11. **Permits, Licenses, Fees or Taxes.** Any permits, licenses, or fees required will be the responsibility of the Proposer. The County will not entertain separate payment for these items. County does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from a contract issued under this RLI document.
12. **Governing Laws and Venue.** Any contractual arrangement between County and Proposer shall be consistent with, and be governed by, the ordinances of the County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Highlands County, Florida.
13. **Additional Terms and Conditions.** No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal signature section attests to this.
14. **Lobbying.** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Administrator, and/or any County Personnel during the

solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the Agreement. Proposers shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the County Purchasing Manager. The County Commissioners and/or the County Purchasing Manager may disqualify any solicitation response where any Commissioner, the County Purchasing Manager, and/or County Personnel have been lobbied in violation of the black-out period.

15. **Public Records**. Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public records subject to distribution pursuant to this statute.
16. **Cost of Submittal**. The Proposer understands that any and all costs related to the submittal of a proposal are considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the County.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____

This sworn statement is submitted by (entity) _____, whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

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

1. The above-named entity is submitting a Proposal for Highlands County's RLI #20-019 described as code enforcement Alternate Special Magistrate.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Highlands County, Florida.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of Highlands County, Florida.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify Highlands County, Florida.

Signature

Date:

STATE OF FLORIDA.

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
My Commission expires: _____

Non-Collusion Affidavit

This sworn statement is submitted with Bid, Proposal or Contract for _____

This sworn statement is submitted by (entity) _____, whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

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

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA.

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2020, by _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES__ NO_____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES__ NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES__ NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for Highlands County, Florida.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH THE PROPOSAL