

**ADDENDUM NUMBER 1 TO THE RFP DOCUMENTS**

Addendum Date: **January 27, 2023**

**RFP 2023-01**

**Contract for Special Magistrate Services**

**A. This Addendum shall be considered part of the RFP documents for the above-mentioned contract as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original RFQ documents, this Addendum shall govern and take precedence.**

**B. A Qualified applicant MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR PROPOSAL FOR QUALIFICATIONS.**

**B. Applicants are hereby notified that they shall make any necessary adjustments in their proposal as a result of this Addendum. It will be construed that each applicant's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.**

Except as described below, the original RFP document remains unchanged. The RFP documents are modified and/or clarified, as follows:

- The deadline for the submission of proposals has been extended to **2:00 P.M. Eastern Standard Time on February 17, 2023.**

**PROPOSALS MUST BE DELIVERED TO:**

City of Indian Rocks Beach  
Attn.: Deanne O'Reilly, City Clerk  
1507 Bay Palm Boulevard  
Indian Rocks Beach, FL 33785

- The solicitation documents are supplemented with the publication of the proposed form contract appended here as **Exhibit 1.**

**APPLICANT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE PROPOSAL FOR QUALIFICATIONS:**

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**AGREEMENT FOR CODE ENFORCEMENT  
SPECIAL MAGISTRATE SERVICES**

THIS AGREEMENT is made and entered into on the [ ] day of [month], 2023 (the “Effective Date”), by and between the City of Indian Rocks Beach, a Florida municipal corporation (the City) and [insert name of selected firm/individual], a [insert form of business organization], with a business address of [insert Contractor’s address] (if applicable) (the Contractor) as follows.

WHEREAS, the Local Government Code Enforcement Boards Act empowers municipalities to retain a special magistrate to conduct quasi-judicial hearings concerning alleged municipal code violations;

WHEREAS, the Indian Rocks Beach Code of Ordinances (including its Land Development Code), provide for certain quasi-judicial code enforcement matters which may be heard before a Special Magistrate; and

WHEREAS, in an effort to procure the contractual services of qualified persons to serve as Special Magistrate, the City issued RFP 2023-1 soliciting proposals from qualified firms or attorneys to provide, on a non-exclusive basis, such services; and

WHEREAS, the City has reviewed the responsive proposals from responsible and qualified proposers and has selected one or more firms or attorneys to serve as Special Magistrate including the Contractor; and

WHEREAS, the City Commission finds that it is in the City’s best interests to enter this Agreement with the Contractor to provide Special Magistrate services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**1. Contract Documents; Order of Precedence.**

This Agreement shall consist of the following documents, and in the event of any conflict as to a term or condition between them, the earlier listed document shall control over the later listed document:

- This Agreement
- RFP No.: 2023-01
  - (attached hereto and incorporated herein as **Exhibit A**)
- Any addenda issued by the City related to RFP No.: 2023-01
  - (attached hereto and incorporated herein as **Exhibit B** if such exist)
- Contractor’s Proposal including any attachments or exhibits thereto referenced in the Proposal
  - (attached hereto and incorporated herein as **Exhibit C**)

## 2. Contractor Duties.

Contractor shall provide to the City Special Magistrate services in the manner set forth in RFP 2023-01 and this Agreement.

## 3. Term, Extension.

A. The initial term of this Agreement shall be from the Effective Date through 11:59 p.m., March [REDACTED], 2023. The Parties agree that unless the City, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the initial term, this Agreement shall automatically renew on February 29, 2024, for a renewal term through 11:59 p.m. of March [REDACTED], 2025. Thereafter, unless the City, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the renewal term, this Agreement shall automatically renew each year on March 1st. Thereafter, this Agreement may continue to automatically renew unless notice is provided by the City in the manner set forth above.

B. Notwithstanding the foregoing, either Party may terminate this Agreement at any time during a term for any or no reason upon giving the non-terminating Party at least thirty (30) calendar days prior written notice. However, any such termination shall not relieve Contractor of the obligation to bring to conclusion any matter currently before her or him as Special Magistrate even if such conclusion extends past the termination date. Nor does any such termination relieve the City of its obligation to pay all properly-submitted invoices for undisputed work performed by Contractor, including work performed to bring a matter to conclusion past the termination date.

C. The insurance and indemnification obligations set forth in this Agreement survive the expiration or termination thereof.

## 4. Payment

A. Pursuant to Florida Statutes §§ 218.73 and 218.74, Contractor shall be paid \$ [REDACTED] per hour for all Special Magistrate services performed not more than forty-five (45) days after Contractor has submitted to the City a proper and undisputed invoice, which invoice shall be submitted only after the Contractor's required services have been completed.

B. Improper payment requests shall be addressed by the City as provided for in Florida Statutes § 218.76, and any disputes with respect to payment of an invoice shall be determined as provided for in that statute and any associated City procurement codes or procedures applicable to resolution of vendor payment disputes.

## 5. Amendments.

This Agreement may only be altered by written amendment executed by authorized officials of both Parties.

## 6. Severability.

In the event that any provision or portion hereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract Documents.

## 7. Miscellaneous Terms.

- A. Qualifications.** Contractor represents and warrants to the City that (i) it is duly organized, qualified and existing under the laws of the State of Florida and meets and will continue to meet throughout the term(s) of this Agreement all of the qualifications set forth in the City's RFP No.: 2023-01. Contractor must immediately inform the City Manager and City Attorney in the event she/he/it has any required license (including Florida Bar membership in good standing) suspended or revoked, or is disciplined by The Florida Bar, the state bar of a foreign state, or any other governmental regulatory agency.
- B. Attorney Fees.** In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).
- C. Immigration Compliance; E-Verify.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto, to the extent applicable. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it

unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

- D. Indemnification, Preservation of Immunity.** Each Party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the City of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the City expressly reserves these rights to the full extent allowed by law.
- E. No Third-Party Beneficiary.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit, and no person or entity not a Party to this Agreement is intended to have standing to file any court action seeking the enforcement or interpretation thereof.
- F. Jurisdiction, Venue, Applicable Law.** In the event of any litigation between the Parties with respect to the interpretation or enforcement of this Agreement, same shall be conducted, if in state court, in the appropriate circuit or county court in and for Pinellas County, Florida, and if in federal court, in the United States District Court for the Middle District of Florida, Tampa Division. In any such litigation, the substantive and procedural laws of the State of Florida shall be applied.

**G. Public Records.** In accordance with Florida Statutes § 119.0701, the Contractor shall:

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF INDIAN ROCKS BEACH, CITY CLERK'S OFFICE, AT:**

**TELEPHONE: 727.595.2517**

**EMAIL: [doreilly@irbcity.com](mailto:doreilly@irbcity.com)**

**ADDRESS: 1507 Bay Palm Blvd · Indian Rocks Beach, FL 33785**

**H. Assignment and Subcontracting.** The City has selected Contractor for her/his/its stated skills, resources, abilities and unique experience, as represented to the City by Contractor's solicitation response and via other means. Contractor has represented to the City that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the City. In the unlikely event Contractor asserts it is necessary to subcontract for the services of third parties to perform the services required under this Agreement not already provided for therein, Contractor shall first obtain prior written approval of the City Manager. Approval to utilize any third party shall not relieve Contractor from any direct liability or responsibility to the City pursuant to the provisions of this Agreement, or obligate City to make any payments other than payments due to Contractor as outlined in this Agreement. While requests to subcontract are strongly discouraged and unlikely to be granted, in the event the City grants such permission, Contractor is obligated to ensure any such subcontractor's contract incorporates the terms and conditions of this Agreement and acknowledges the City as an intended third-party beneficiary thereof.

**I. Notices.** Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

**As to Contractor:**

Name or Title of Notice Recipient  
Address

**As to City:**

City Manager  
1507 Bay Palm Blvd  
Indian Rocks Beach, Florida 33785

[City staff to insert Contractor's related addresses for who will receive official notice]

IN WITNESS WHEREOF, the parties have set their hands and seals on the day, month, and year written.

**City of Indian Rocks Beach**

**Contractor**

By: \_\_\_\_\_  
Hon. Cookie Kennedy, Mayor

By: \_\_\_\_\_  
[insert name of firm signor]

**THE CITY OF INDIAN ROCKS BEACH  
REQUEST FOR PROPOSALS 2023-01  
SPECIAL MAGISTRATE SERVICES**

The City of Indian Rocks Beach (“City”) requests that interested parties respond to the solicitation below by 2 P.M. Eastern Standard Time on February 3, 2023. This RFP is posted as a PDF on the City’s website, under Legal Ads, at [http://www.indian-rocks-beach.com/city\\_departments.php](http://www.indian-rocks-beach.com/city_departments.php). In addition, a written copy may be obtained by contacting Indian Rocks Beach City Clerk Deanne O’Reilly, at [doreilly@irbcity.com](mailto:doreilly@irbcity.com).

**SPECIAL MAGISTRATE SERVICES  
REQUEST FOR PROPOSAL NO. 2023-01**

The City of Indian Rocks Beach is seeking proposals for contracted Code Compliance Special Magistrate Services. It is the intent of the City to promote, protect and improve the health, safety, and welfare of its citizens by appointing one or more Code Compliance Special Magistrates with the authority to affirm or reverse code enforcement citations and fines resulting from enforcement action taken by the City’s code enforcement officers, so as to provide an effective and efficient means of providing required legal review of the City’s code enforcement efforts.

**PROPOSALS ARE DUE NOT LATER THAN  
2:00 P.M. EASTERN STANDARD TIME ON FEBRUARY 3, 2023**

**PROPOSALS WILL BE PUBLICLY OPENED AT  
2:30 P.M. EASTERN STANDARD TIME ON FEBRUARY 3, 2023**

**PROPOSALS MUST BE DELIVERED TO:**

City of Indian Rocks  
Attn.: Deanne O’Reilly, City Clerk  
1507 Bay Palm Blvd Indian Rocks Beach, FL 33785

**Every request for written interpretation or correction must be received by 4:00 PM EST on January 30, 2023, and will be responded to by the posting of one or more Addenda posted on the same City website page**

Special accommodation for disabilities may be requested through the office of the City Clerk by calling: 727.595.2517 at least five (5) business days before February 3, 2023.



**CITY OF INDIAN ROCKS BEACH, FLORIDA**  
**REQUEST FOR PROPOSALS 2023-01**  
**SPECIAL MAGISTRATE SERVICES**

The City of Indian Rocks Beach is seeking proposals for contracted Code Compliance Special Magistrate Services, from qualified individuals or firms capable of providing an effective and efficient means of required legal review of alleged code enforcement violations.

Electronic Specifications for this RFP may be obtained from the City Website; [www.indian-rocks-beach.com](http://www.indian-rocks-beach.com) or the City Clerk Deanne O'Reilly at [doreilly@irbcity.com](mailto:doreilly@irbcity.com). Call City Hall with further questions at (727)595-2517.

Responses are due to the City of Indian Rocks Beach no later than 2:00 P.M. Eastern Standard Time on February 3, 2023.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract to provide any goods or services to a public entity, may not submit on a contract with a public entity for the construction or repair of a public building or public work, may not submit 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Non-conformance with these instructions is grounds for rejection of the submission of qualification response.

Late submission of qualification response will be rejected.

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## INSTRUCTIONS TO RESPONDENTS

### **1. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE; TRADE SECRETS**

The Agreement between the City and its selected Special Magistrate(s) will include the contract document (the form of which is attached to this RFP), this Request for Proposals, including any addenda published by the City, and the Proposer's Proposal. In the event of a conflict between any of the aforementioned Contract Documents, the earlier-listed document shall have precedence over the later.

The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is, when contained in a public record, confidential and exempt from public records disclosure. The statutory definition provides:

“Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it

when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the City will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as “confidential” will be insufficient to comply with this requirement.

While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, *prior to the submission of their materials* to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the City's legal counsel and, if City's legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City's counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

## **2. CITY CONTACT**

All inquiries related to this solicitation should be directed to the City Clerk, Deanne O'Reilly at [doreilly@irbcity.com](mailto:doreilly@irbcity.com). Telephonic communications will not be binding on the City.

## **3. WHERE TO DELIVER PROPOSAL**

All Proposals must be submitted in sealed envelopes with the Proposal number (if assigned) and the words "**Proposal for Special Magistrate Services**" clearly written in large, bold, and/or colored lettering. Please note that the City will not be responsible for untimely proposals due to the failure of delivery services, including the United States Postal Service, Federal Express, and United Parcel Service. Proposers should allow sufficient time for their Proposals to be delivered.

## **4. PROPOSAL DUE DATE**

Proposals are due by **2:00 P.M. Eastern Standard Time on February 3, 2023.**

## **5. PROPOSAL OPENING**

Proposals will be publicly opened at **2:30 p.m. Eastern Standard Time on February 3, 2023.**

## 6. PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS

The Proposal Package shall contain the following information in the prescribed sequence.

SEQUENCE	CONTENT
Exhibit A	Cover Letter and Contact Sheet
Proposal Tab A	Attorney/Firm Information <ul style="list-style-type: none"><li>• Overview of Attorney / Firm</li><li>• Experience</li><li>• References</li></ul>
Proposal Tab B	Proposed Attorney/ Firm <ul style="list-style-type: none"><li>• Resume</li><li>• Florida Bar Certificate of Good Standing</li><li>• Certifications</li><li>• Accessibility and Responsiveness</li></ul>
Proposal Tab C	Proposed Compensation
Proposal Tab D	Certificates of insurance: Professional and General Liability
Proposal Tab E	Exhibit B Proposer Acknowledgement Exhibit C Certification as to Corporation Exhibit D Drug Free Workplace Certification Exhibit E Public Entity Crimes Statement Exhibit F Non-Collusion Affidavit Exhibit G Disputes Disclosure

Respondents shall submit one (1) original and two (2) additional copies of the Proposal package.

Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of its qualifications. Each section shall be evaluated separately on its own merit. Standard firm brochures may be submitted as additional material, but shall not be submitted as the primary qualification data.

In the event your firm reviews this solicitation and declines to submit a Proposal, the City would appreciate submittal of the "No Response Form" provided as part of this RFP to describe the reason for not submitting a Proposal as such responses aid the City in developing future solicitations.

**BY SUBMITTING A PROPOSAL, RESPONDENTS ACKNOWLEDGE THAT THE CITY'S STANDARD CONTRACT FORM WILL BE USED. ANY DELAYS CAUSED DUE TO RESPONDENT'S FAILURE TO ACCEPT THE TERMS OF THE STANDARD CONTRACT FORM AFTER THE SUCCESSFUL PROPOSAL HAS BEEN AWARDED MAY RESULT IN REJECTION OF THE PROPOSAL.**

## **7. INQUIRIES AND ADDENDA**

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the interpretation or correction must be given by the City Manager or designator and must be in writing. The City Clerk may orally explain the City's procedures and assist Respondents in referring to any applicable provision in the Proposal documents, but the Respondent is ultimately responsible for submitting the Proposal in the appropriate form and in accordance with written procedures.

All requests for an interpretation of, or questions concerning this RFP must be received no later than 4:00 PM EST on January 23, 2023, in order to be considered. Requests may be submitted to the City Clerk, Deanne O'Reilly at: [doreilly@irbcity.com](mailto:doreilly@irbcity.com). Responses to questions or clarification requests, as well as any supplemental instructions, will be communicated by written addenda posted to the City's website. Addenda will NOT be sent to individual questioners and potential Proposers are responsible for monitoring the City's website for posted addenda.

Submission of a Proposal constitutes the Proposer's acknowledgment that it has received and reviewed any posted addenda, and Proposals will be construed as though all addenda have been received and reviewed.

## 8. SCOPE OF SERVICES

Services will include the following to the extent approved by the City Commission. The scope of work to be performed by Special Magistrate may consist of, but not be limited to the following:

- The Special Magistrate shall conduct hearings as provided for in Florida Statutes Chapter 162, and the City Code (including its Land Development Code) related to the enforcement of the City's Code and associated permitting requirements.
- When serving on a matter as Special Magistrate, the selected attorney(s) will be acting as a City official performing a municipal police power function. Therefore, in the execution of her or his duties, the Special Magistrate shall at all times observe all applicable laws in the exercise of her or his duties, including, but not limited to, compliance with Florida's Sunshine Law, the Public Records Law, Florida's Ethics Code for Public Officers and Employees (Part II of Florida Statutes Chapter 112), and Florida Statutes Chapter 162 (including compliance with the caselaw interpreting hearings conducted thereto).
- In performing as Special Magistrate, the selected attorney(s) must also become familiar with, and comply with the Florida Code of Judicial Conduct, including the opinions which have been published related to that Code's applicability to quasi-judicial officers serving as code enforcement Special Magistrates.
- The obligations of the Special Magistrate expressly include the agreement of the Magistrate and the firm for which the Magistrate works not to undertake representation of the City for any other matter during her or his term without the express prior approval of the City Attorney, after having reviewed the ethical considerations of such representation.
- The Special Magistrate must have a sound understanding of the procedural and evidence rules (including relevant interpretive caselaw) associated with local government quasi-judicial hearings.
- The Special Magistrate shall serve at the pleasure of the City Commission, and shall not be deemed an employee of the City.
- The City will not be responsible for the provision of clerical or administrative support for the Special Magistrate's legal research or drafting of orders or opinions. However, the City Manager may assign the City Clerk, or such other appropriate City employee to serve as the hearing clerk, who's responsibility it will be to receive or send correspondence related to a proceeding (including providing parties notices of hearing and transmitting final written opinions to parties), to transfer any pre-hearing pleadings, correspondence or briefs to the Special Magistrate, and to maintain the official record of the proceedings (including the retention and maintenance of exhibits submitted by parties).

- Depending on the nature of the proceeding, the City’s case or arguments matter may, or may not, be presented by a City employee (including a contracted code enforcement officer), or by an attorney from the City Attorney’s Office. Hearings will be conducted at City Hall, 1507 Bay Palm Blvd., Indian Rocks Beach, FL 33785, unless the City determines security or logistical considerations require an alternative location. The Special Magistrate will not be expected to provide hearing space.
- The scope of the Special Magistrate’s jurisdiction and authority shall be as set forth in the relevant Florida statutes, city code, and case law interpreting the same.
- The Special Magistrate will be expected to verbally rule upon motions and objections made during a hearing, to administer oaths to witnesses called by a party, and to control her or his hearing room according to the Judicial Cannons and City Code (including any resolutions or administrative rules of procedure adopted by the City relevant to the matter at issue). Final orders and opinions are to be made in writing, with said writing containing findings of fact and conclusions of law. Final orders and opinions shall be dated and electronically signed by the Special Magistrate.
- To ensure parties receive timely resolution of the matter, the Special Magistrate shall, absent exceptional circumstances, render a final order or opinion within thirty (30) calendar days after closing the hearing and taking the matter under advisement. Unless a different process is required by a given portion of City Code or state law, all final orders and opinions must be transmitted via email to the hearing clerk designated by the City. The hearing clerk, not the Special Magistrate, shall then transmit the final order or opinion to the parties in the manner prescribed by law.
- The Special Magistrate will, when performing services for the City, be interacting with the City’s residents, business owners, and employees and officials on a regular basis. The Special Magistrate must, during all such interactions, dress in a professional manner befitting of her or his role, and must treat all such persons with professionalism and respect.
- The Special Magistrate shall be entitled to communicate with the City Attorney for the purposes of gaining an understanding of the contents and organization of the City Code, the City’s code enforcement and appeals process, procedures and forms, administrative coordination and similar matters of general information. However, the Special Magistrate shall not conduct *ex-parte* communications with the City Attorney or any City official with respect to a specific case, appeal or other matter before her or him. In the event the City adopts a standard form or format for its quasi-judicial orders, the Special Magistrate shall use such form or format.
- The jurisdiction of the Special Magistrate is not exclusive. Code violations or appeals may be pursued by another lawful remedy at the option of the City.



- Assignment of a matter to a Special Magistrate shall be made by the City-appointed hearing clerk who will, once a new matter requiring a hearing arises, inform the Special Magistrate of the assignment, the identity of the party or parties, and shall provide a copy of the initial enforcement file (including the relevant citation and copies of such photographs and correspondence as may exist up to the date of the assignment). Upon assignment, the Special Magistrate shall review the matter to ensure she or he does not have any ethical conflicts such as would require recusal. The Special Magistrate shall, once a matter is assigned, work with the assigned hearing clerk to schedule the hearing in a prompt manner.
- If the Special Magistrate determines recusal is required, she or he shall inform the hearing clerk in writing (including email) of the reason for the recusal or other inability to serve. The City intends to contract with more than one attorney/firm for Special Magistrate services so as to allow for matters to proceed in the event of a recusal, and so as to ensure redundancy of capacity for this service. To ensure a relatively equitable distribution of assignments, the hearing clerk will, when making assignments, use a rotational list which favors assignment to the Special Magistrate who has heard a matter the longest, and which places at the end of the list the Special Magistrate who has most recently heard a matter. While this process will be used to help ensure fair distribution of the work, nothing herein shall be intended to create a right of a Special Magistrate to receive any given assignment, nor of a party to have any given Special Magistrate assigned to her, his or its case.
- Proposing attorneys/firms shall provide a narrative description of the attorney/firm, which includes a description of the general legal experience of the attorney/firm, and her/his/its experience in the fields of governmental law, quasi-judicial proceedings, criminal law and/or administrative law.
- The proposing attorney/firm shall propose compensation on a flat hourly basis (which rate shall include all time spent conducting legal research, file review and hearing time, order drafting, and any expenses such as legal research services, office supplies, mailing, and secretarial support), and shall indicate specifically whether the attorney/firm intends to charge the City for travel time.

## **9. MINIMUM QUALIFICATIONS**

- a. Respondent shall be licensed to practice law in the State of Florida for a minimum of five (5) years.
- b. Respondent shall be a member of the Florida Bar in good standing who possesses an outstanding reputation for professionalism and responsibility. Prior service as a judicial or quasi-judicial officer, as well as board certification in, or significant professional practice in, the field of local government, administrative, or criminal law, are desired.
- c. Notwithstanding the fact that there shall be no attorney/client relationship between the City and the Special Magistrate, successful Respondents shall maintain, and provide the City proof of, \$1,000,000 in professional/malpractice insurance.
- d. Residence or place of business within Pinellas County is desired, but not required.
- e. Respondent must have excellent legal writing skills. Respondents are welcome to provide copies of relevant writing samples with their Proposals.
- f. Respondent should maintain working knowledge of with Florida Statutes Chapter 162, and the City Code of the City of Indian Rocks Beach. The City Attorney may assist the City Commission in the screening process, including interviewing Proposers and offering his input to the City as to which Proposers may be able to best provide the services.
- g. The Special Magistrate shall serve at the pleasure of the City Commission and shall not be deemed an employee of the City.

The City reserves the right to independently review and verify the experience, qualifications, licensure and professionalism of all proposed Special Magistrates. By submission of a Proposal, Respondents understand and consent to this review, which may consist of review of publicly-available records and websites, and contacting references. To assist in this process, each Respondent shall include in their Proposals a list of at least three professional references who can speak to Respondent's ability to perform the services in the manner required by the City.

## **10. PROPOSAL GUARANTY**

For the purposes of this solicitation, a Proposal guaranty is not required.

## **11. SIGNATURE AND CERTIFICATION REQUIREMENTS**

An individual submitting a Proposal must sign his/her name therein and state his/her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership submits the Proposal, state the name and address of each member of the firm or partnership. If a corporation submits the Proposal, an authorized officer or agent must sign the Proposal, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the

names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State authorizing it to conduct business in Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the Proposal or in substantial performance of the Work have been identified in the Proposal forms.

## **12. DISQUALIFICATION OF RESPONDENTS**

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Proposal:

- a. Submission of more than one Proposal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- b. Evidence of collusion among Respondents;
- c. Submission of materially false information with the Proposal.
- d. Information gained through checking of references or other sources which indicates that Respondent may not, in the City's sole judgment, have the qualifications to successfully perform the services required.
- e. Respondent is failing to adequately perform on any existing contract with the City.
- f. Respondent has defaulted on a previous contract with the City.
- g. The evidence submitted by Respondent, or the City's investigation of Respondent, fails to satisfy the City that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the City and within the time period specified.
- h. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the City's objectives for the Work.

### **13. GRATUITIES AND KICKBACKS**

Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee, officer, or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with the decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal theretofore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

### **14. LOBBYING**

Respondents shall not contact, lobby or otherwise communicate with any City of Indian Rocks Beach officer or employee, including any member of the City Commission as to the subject of this solicitation, other than the above-referenced individual from the point of advertisement of the solicitation until contract(s) are executed by all Parties. Any such communication shall disqualify the vendor, contractor or consultant from responding to the subject solicitation. The City reserves the right to accept or reject any/all bids/proposals, waive minor formalities, and to make an award to the vendor that best serves the interests and needs of the City.

### **15. REJECTION OF PROPOSAL**

Proposals must be delivered to the specified location and received before the Proposal opening in order to be considered. Untimely Proposals will be returned to the Respondent unopened. Proposals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Proposals, or other material irregularities. The City may consider incomplete any Proposal not prepared and submitted in accordance with the provisions specified herein and reserves the right to waive any minor deviations or irregularities in an otherwise valid Proposal.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION THAT IT IS NOT IN ITS BEST INTEREST TO AWARD THE AGREEMENT.

## **16. WITHDRAWAL OF PROPOSALS**

A Respondent may withdraw her/his/its Proposal if a written request to the City to do so is made prior to the designated date and hour of Proposal opening. Respondent may be permitted to withdraw its Proposal no later than 72 hours after the Proposal opening for good cause, as determined by the City in its sole judgment and discretion.

## **17. EVALUATION AND AWARD PROCEDURES**

After the proposals are opened, a list of proposals received will be posted on the City's website. Thereafter, the proposals will be reviewed by the City Manager, with advice and counsel of the City Attorney as needed. The City Manager and City Attorney will review each Proposal based on the criteria set forth in this RFP. While the City Manager and City Attorney will use the Evaluation Form set forth below as an evaluation aid, scoring will not be dispositive of ultimately successful award. Upon completion of the review, the City Manager and City Attorney will make recommendations to the City Commission as to which Proposals the Commission should accept.

Prior to making such recommendation, the City Manager and City Attorney will, as that official deems necessary, communicate with Proposers so as to negotiate or discuss any of the proposed terms and conditions, including compensation rates. The City Commission will, after considering the recommendations of the City Manager and City Attorney, either approve one or more agreements with Proposer(s), or provide such other direction to the City Manager and City Attorney as it determines in the City's best interests.

## EVALUATION CRITERIA

Responses shall include information or documentation regarding, and will be evaluated using, the following evaluation criteria:

	Criteria	Weight	Score	Total
1	<b>Professional Qualifications</b> a) Licensed to practice law in Florida for a minimum of 5 years b) Active membership in the Florida Bar c) Ability to meet needs and perform work	.20		
2	<b>Relevant Experience</b> a) Minimum 5 years' prior legal experience in government law, quasi-judicial proceedings, criminal law and/or administrative law b) Special expertise of personnel	.20		
3	<b>References</b> List all similar projects (up to the past 5 years) and at least 3 references	.10		
4	<b>Location and Responsiveness</b> a) Location of the proposed special magistrate b) Projected response time request for services	.10		
6	<b>Proposed Compensation</b> The Respondent whose proposal is the lowest will receive a Cost Effectiveness score of 10. All other responses equal to or lower than the City's budget will be scored proportionately.	.40		
<b>TOTAL</b>		100		

Evaluation Rating Scale - 1 through 10:

More than adequate.....	8 - 10
Adequate .....	5 - 7
Less than adequate .....	1 - 4
Not covered in proposal.....	0

## **18. EXECUTION OF AGREEMENT**

Unless all Proposals are rejected, a contract substantially in the form included with this RFP will be provided to each successful Respondent, who must execute and return the Agreement to the City prior to performing any services. In addition to the executed Agreement, Respondents must also provide the City a completed Internal Revenue Service Form W-9 and satisfactory evidence of all required insurance coverage.

## **19. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS**

In accordance with Florida Statutes § 287.133 and § 287.134, a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list 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 Florida Statutes § 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

**FORMS**

**PROPOSER ACKNOWLEDGEMENT FORM**

**RESPONDENT:**

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Proposal as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the services, is or are named herein, and that no person other than herein mentioned has any interest in this Proposal or in the Agreement to be entered into; that this Proposal is made without connection with any other person, company, or parties submitting a Proposal; and that this Proposal is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the City that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the services and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the Proposal opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the services to be performed.

Respondent agrees that if its Proposal is accepted, Respondent shall contract with the City in the form of the attached Agreement, and shall furnish everything necessary to complete the services in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attorney/Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**DRUG-FREE WORKPLACE FORM**

The Respondent, \_\_\_\_\_, in accordance with Section 287.087, F.S., hereby certifies that Respondent does the following:

1. Publishes 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. Notifies employees, via the statement specified in paragraph 1, above, that, as a condition of working on the contractual services that are under Proposal, 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, F.S. or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are under Proposal a copy of the statement specified in paragraph 1, above.
4. Informs 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
5. Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Attorney/Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## PUBLIC ENTITY CRIMES STATEMENT

1. This sworn statement is submitted with a Proposal for: \_\_\_\_\_
  
2. This sworn statement is submitted by \_\_\_\_\_, 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: \_\_\_\_\_).
  
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
  
4. I understand that a "public entity crime" as defined in Florida Statutes § 287.133(a) (g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in Florida Statutes § 287.133(a) and (b) means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an "affiliate" as defined in Florida Statutes § 287.133(1) (a), means:
  - A. A predecessor or successor of a person convicted of a public entity crime; or
  
  - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. Ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Florida Statutes § 287.133(1) (e), means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted ATTORNEY/FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted ATTORNEY/FIRM list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted ATTORNEY/FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 2023, and is personally known to me, or has provided \_\_\_\_\_ as identification.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**AFFIDAVIT AS TO NON-COLLUSION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, \_\_\_\_\_, being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:  
\_\_\_\_\_, the Respondent that has submitted the attached Proposal.
2. The attached Proposal is genuine. It is not a collusive or sham Proposal.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached Proposal.
4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached Proposal of any other Respondent, or to fix any overhead, profit, or cost element of the Proposal prices or the Proposal price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any other person interested in the proposed Agreement.
5. No official or other officer or employee of the City, whose salary or compensation is payable in whole or in part by the City, is directly or indirectly interested in this Proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public, State of FLORIDA

My commission expires:

(SEAL)



**NO RESPONSE FORM**

CITY OF INDIAN ROCKS BEACH  
REQUEST FOR PROPOSALS No.: 2023-01

Your reasons for not responding to this Request for Proposals are valuable to the City of Indian Rocks Beach's procurement process. Please complete this form and return it to the City Clerk no later than the date set for receipt of Proposals. Thank you for your cooperation.

Please check (as applicable):

- Specifications too "general" (explain below)
- Insufficient time to respond
- Do not provide this type of service
- Schedule would not permit us to perform
- Unable to meet Request for Proposal specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions
- Other

(attach detailed remarks as desired)

\_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
RESPONDING ATTORNEY/FIRM NAME

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME AND TITLE \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_

\_\_\_\_\_  
FAX NUMBER \_\_\_\_\_