

LIBERTY COUNTY, FLORIDA
REQUEST FOR PROPOSALS (RFP)
Information Technology Services

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RFP INFORMATION TECHNOLOGY SERVICES

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**Published in the County Record and on the Liberty
County, Florida Website**

NOTICE TO PROPOSERS

RFP Information Technology Services

Liberty County, Florida (the "County") invites sealed proposals from qualified firms with extensive experience in providing INFORMATION TECHNOLOGY SERVICES. All bid documents may be obtained off the County's website at <https://libertycountyfl.org>. Inquiries regarding bid specifications can be made by emailing dstanley@libertyclerk.com. Please include "Information Technology Services RFP" in the subject line of the e-mail.

Sealed proposals will be received at 10818 NW SR 20, Bristol, Florida, 32321 until 4:00 PM EST, on September 29, 2023, at which time they will be referenced to County staff for legal, administrative, and technical sufficiency prior to the award of bid. Late bids will not be accepted. The County will not consider awarding any proposals submitted via fax, email, or other forms of electronic transmission. Any proposal submitted that does not contain all documentation and information requested within this solicitation will be considered non-responsive and rejected.

REQUEST FOR PROPOSALS

For Information Technology Services

GENERAL INFORMATION, INTENT AND SCOPE OF SERVICES

Liberty County invites qualified providers to submit a proposal for professional Information Technology Services. The qualified vendor will enable the County to significantly improve information technology (IT) effectiveness, enhance its quality of services, minimize its support costs and maximize return on investment in IT.

INTENT

The County is seeking a firm to set up a County employee email system and also to provide technical IT support in the form of routine maintenance and project related services. The County may also look to successful firms for special projects and consulting sometimes such as software installation, short- and long-range IT planning, and disaster recovery.

Objective – The primary objective for the County is to help better manage the cost of maintaining this network, while also improving end user satisfaction with the system.

SCOPE OF SERVICES

The following services shall be provided:

- Set up a County employee email system
- 24X7 monitoring of denoted servers and critical network components.
- 24x7 response to critical servers and infrastructure failures
- 24x7 monitoring of firewall and denoted devices.
- 24x7 monitoring of the following applications:
 - Microsoft SQL Server
 - Microsoft Exchange Server
 - Microsoft IIS Server
 - Microsoft ISA Server
 - Tape back-up software
- Server and Network Administration
- Management of Microsoft Service Packs and Security Patches
- Management of Tape Backup System
- User Administration
- Regular inspection of Network and File Server
- Regular/periodic cleaning and testing of backups by restore of test files.
- Firewall Administration
- Provide support for new/replaced servers.
- Provide labor and support for migration of network operating systems/files.
- Provide labor for server support.
- Monthly reports of network health and vitality

- Web access to reports on status of service calls and projects
- Spy-ware monitoring, removal, and cleaning
- Server down emergencies shall have a 2 hour or less response time.
- Purchase of IT equipment, installation, and reimbursement from County through a Purchase Order system through the Clerk's Office.
- Research for software and hardware solutions
- Provide as needed, research and potential implementation of technology needs for future growth essential to the County

PROPOSAL REQUIREMENTS:

Letter of Transmittal – The letter is not intended to be a summary of the proposal itself and must contain the following statements and information:

- a. Company name, address, and telephone number(s) of the firm submitting the proposal.
- b. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
- c. Federal and state taxpayer identification numbers of the firm.
- d. Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.
- e. The letter must be signed by a corporate officer or other person legally authorized to bind the applicant to its proposal and cost schedule.
- f. Statement which indicates “proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with the County.”
- g. General Vendor Information – Please provide the following information:
 - i. Length of time in business
 - ii. Length of time in business of providing proposed services
 - iii. Total number of clients
 - iv. Total number of public sector clients
 - v. Number of full-time personnel
 - vi. Consulting
 - vii. Installation and training
 - viii. Sales, marketing, and administrative support
 - ix. Location of headquarters and any field offices
 - x. Location of office which would service this account.
- h. Describe how your firm is positioned to provide the services listed above and provide a history of experience in providing similar services.
- i. Describe your approach to providing these services and your methodology for providing ongoing support.
- j. Provide the name, title, address, and telephone number of three references for clients to whom you have provided similar services. Please provide information referencing the actual services provided, customer size (number of users), and the length of tenure providing services to this client.
- k. Staff Resources – Identify names of principals and key personnel who will provide the information technology services. Summarize the experience and technological expertise of these staff. Describe the role and responsibilities that each of these individuals will have. Full resumes of these individuals should be appended to the proposal. The local availability of staff that will be providing these services shall be an important consideration.
- l. Price for Services
- m. Describe how your business will provide services in case of a natural disaster.

EVALUATION SELECTION: The evaluation criteria in the following table are the basis for each proposal. The County hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the following criteria.

Criteria	Description	Maximum Score
Functional & Technical	A clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing firm's plan for accomplishing the requested Information Technology and services scope of work.	30 points
Experience	This criterion considers (1) the offeror's past performance on any County and or other contracts, and (2) the offeror's experience in providing the services solicited by this RFP as set forth in the offeror's response.	30 points
Price		40 points
	<i>TOTAL POSSIBLE POINTS</i>	<i>100 POINTS</i>

The County intends to conduct a comprehensive, fair, and impartial evaluation of proposals received. The Evaluation Committee shall recommend the provider that has highest ranking score. The County reserves the right to reject all proposals for any reason or no reason. Final selection will be based on a combination of relevant experience, available qualified staff, schedule of rates, and ability to meet the County's needs. Final approval will be made by the Liberty County Board of County Commissioners.

REJECTION

The County reserves the right to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project from the most responsive and responsible proposer.

- A. The County may reject bids if:
 - The Proposer mistakes or conceals any material fact in the bid, or if,
 - The bid does not strictly conform to the law or requirements of the bid; or if,
 - The bid is conditional.
- B. The County may reject all bids whenever it is deemed in the best interest of the County to do so.
- C. The County reserves the right to waive any minor irregularity, technicality, or omission if the County determines that doing so will serve the County's best interests. The County may reject any response not submitted in the manner specified by the solicitation documents.
- D. The County reserves the right to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the County.
- E. The County reserves the right to cancel a solicitation at any time prior to approval of the award by the County.
- F. Proposals will not be considered from vendors involved in official reorganization or bankruptcy proceedings.

INQUIRIES AND ADDENDA

No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written.

Offers by telephone shall not be accepted. Also, proposers are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of when the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the proposer to ensure that his or her proposal reaches the Clerk of Court. The time and date for receipt of proposals will be scrupulously observed. The County shall not be responsible for late deliveries or mail delays. All proposals will be opened publicly, and the names of proposers read aloud.

Proposals may be withdrawn prior to the time set for bid opening. Such requests must be in writing and mailed or hand delivered to the address rendered herein.

LATE PROPOSALS OR MODIFICATIONS

- A. Proposals and modifications received after the time set for the bid opening will not be considered.
- B. Modifications in writing received prior to the time set for bid opening will be accepted and considered.

PROPOSER RESPONSIBILITIES

The selected proposer shall be required to assume responsibility for all services offered in his proposal. The selected proposer shall be the sole contact with contractual matters including payments and work product resulting from the contract.

DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

All information submitted in response to this RFP shall become part of the final contract between the County and the Proposer.

APPROPRIATIONS CLAUSE

If the contract extends beyond the current fiscal year, which ends on September 30th, the contract shall be contingent upon the availability of funds appropriated for such purposes in the County's annual budget for the next succeeding fiscal year.

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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. Execution and submittal of the Public Entity Crimes Statement shall accompany the Bid Form.

PUBLIC RECORDS

To the extent required by law the proposer shall comply with the Florida Public Records laws expressed in Chapter 119, Florida Statutes, specially including to:

C. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

D. Provide the public with access to public records on the same terms and conditions that the County would provide the records with and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of the bidder upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format compatible with the County's information technology systems.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS DANIEL STANLEY AT dstanley@libertyclerk.com

INFORMATION REQUIRED FROM PROPOSERS

PROPOSAL FORMAT AND CONTENT

All proposals shall be in **spiral binding, soft covered presentation binder, or stapled in the upper left-hand corner** with all pages 8.5" x 11". Please do not submit hard covered binders.

One (1) original, three (5) copies and one (1) digital copy in the form of a CD or USB of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration. The original shall be clearly marked as "Original".

Proposals shall be sealed and labeled as follows:

RFP Information Technology Services

Date and Time of Opening – September 29, 2023 at 4:05 PM EST.

Name and Address of Proposer

Mail to: Daniel Stanley, Liberty County Clerk of Court; 10818 NW SR 20; Bristol, FL 32321

All proposers shall provide a straightforward and concise description of their ability to meet the RFP requirements. The County discourages overly lengthy and costly proposals. However, for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested in the following order, each section organized with tabs.

ILLEGAL ALIEN LABOR

Proposer shall comply with all provisions of the federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States.

CERTIFICATES OF INSURANCE REQUIRED

Award of a contract shall require professional liability insurance in the amount of \$1,000,000 with \$2,000,000 aggregate limit..... Certificates of insurance shall be made payable to the County and delivered upon execution of an Information Technology Services contract.

CONTRACT TERM

The County intends to issue a three year award. Upon the mutual agreement of the provider(s) and the County, the award may be extended for up to one (1) additional one-year renewal. This may result in six (4) years. The renewal option is at the County's sole discretion. The County reserves the right not to renew this agreement.

RESPONSIBLE VENDOR DETERMINATION

Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the County may not request documentation of or consider a vendor's social, political, ideological interests when determining if the vendor is a responsible vendor.

CONTRACT

By submitting a response to this RFP, Contractor agrees to the form of the Agreement between attached to this RFP.

PUBLIC ENTITY CRIME STATEMENT

**RFP
INFORMATION TECHNOLOGY SERVICES**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO Liberty County
(Print Name of the Public Entity)

by _____
(Print Individual's Name and Title)

for _____
(Print Name of Company Submitting Sworn Statement)

whose business
is _____

and (if applicable) its Federal Employer Identification Number (FEIN)
is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.) _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a 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 record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, 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 crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

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

Personally known _____

(Notary Signature)

OR produced identification _____ Notary Public State of _____

(Type of Identification) My commission expires: _____

This form must be completed and returned with your proposal.

REFERENCES
INFORMATION TECHNOLOGY RFP

Company Name: _____

List 3 references of similar projects

Company	Contact Name
---------	--------------

Project Description	Project Amount (\$)
---------------------	---------------------

Address

Phone Number

Company	Contact Name
---------	--------------

Project Description	Project Amount (\$)
---------------------	---------------------

Address

Phone Number

Company	Contact Name
---------	--------------

Project Description	Project Amount (\$)
---------------------	---------------------

Address

(
Phone Number

VENDOR RESPONSE COVER SHEET
INFORMATION TECHNOLOGY SERVICES

Anti-Collusion Statement

The bidder by affixing his/her signature to this form agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

Vendor acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine Laws.

Proposal Submitted by

Company: _____

Street Address: _____

County, State & Zip Code: _____

Telephone: _____

Fax Number: _____

Contact
Person: _____

Contact e-mail address: _____

Print Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

Proposals submitted without an authorized signature will not be considered. Entries must be typewritten.

INFORMATION TECHNOLOGY SERVICES

THIS CONTRACT FOR INFORMATION TECHNOLOGY (herein referred to as the “**Agreement**”) is made this _____ day of _____ 2023, by and between the Liberty County Board of County Commissioners (herein referred to as the “**County**”) and _____, (herein referred to as the “**Consultant**” or “**Contractor**”).

1.0 Scope of Services

Contractor hereby agrees to provide the following services (“Services”):

[insert]

2.0 Consultant’s Duties and Responsibilities

- 2.1 Level of Competence. Consultant is employed to render professional services and shall be responsible to the level of competence presently maintained by other practicing professional consulting firms in good standing and engaged in the same type of professional services, for the professional and technical adequacy and accuracy of documents, and other work products furnished under this Agreement. Consultant will use the degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.
- 2.2 State or Federal Requirements. Consultant agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to State and Federal law as though each obligation or condition were set forth fully herein. In addition, Consultant covenants and agrees that in the performance of its duties hereunder, it will comply with other State and Federal requirements applicable to the County for projects of the type in question.
- 2.3 Safety. All work shall be accomplished in a safe manner. The safety of the Consultant’s personnel and equipment is the responsibility of the Consultant.
- 2.4 Corrective Action. The Consultant shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Consultant’s or any sub-consultant actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County.
- 2.5 Supervision. The Consultant will supervise and direct the work, using skillful labor and proper equipment for all tasks. It will be solely responsible for the means, methods, techniques, sequences, safety program and procedures. The Consultant will employ and maintain a qualified supervisor or superintendent who shall have been designated by the Consultant as the Consultant's representative. The supervisor shall have full authority to act on behalf of the Consultant and all communications given to the supervisor shall be binding as if given to the Consultant.
- 2.6 Communication. Consultant agrees to cooperate fully with County officials and staff in matters relating to the Services.
- 2.7 Insurance. The consultant shall procure and maintain the following described insurance policies and with insurers acceptable to the County: professional liability insurance in the amount of \$1,000,000 with \$2,000,000 aggregate limit..... Said insurance policies shall provide that the County shall be entitled to thirty (30) days prior written notice of any changes

or cancellation in such policies. It is the responsibility of the Consultant to provide updated Certificate(s) of Insurance to the County each year. If requested by the County, the Consultant shall provide to the County an Affidavit stating that it meets all of the requirements of Florida Statute 440.02 (15) (d).

- 2.8** Indemnification. To the maximum extent permitted by Florida law, the Consultant shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement or any of the Contract Documents from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant or anyone employed or utilized by the Consultant in the performance of this Agreement or any of the contract documents.

3.0 Compensation

[to be negotiated]

4.0 Term

This Agreement shall commence on _____ for a period of three (3) years. Upon mutual agreement between the parties, the contract may be extended for one additional one year renewal.

5.0 Modification of Contract

All modifications or amendments to this Agreement shall be in writing, executed with the same formalities as this Agreement, addressed to the appropriate parties hereto and be hand delivered, sent via U. S. Mail - Certified Mail - Return Receipt Requested, or a nationally recognized express service.

6.0 Termination

This Agreement may be terminated for Convenience or Cause. In either case, all notices of termination shall be hand delivered, sent via U. S. Mail - Certified Mail - Return Receipt Requested, or a nationally recognized express service. Upon termination, the Consultant shall promptly deliver to the County all data, drawings, report specifications, summaries and other such information, as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

- 6.1** Termination for Convenience. The County may terminate this Agreement at any time for any reason by giving at least ninety (90) days written notice of termination. The County shall pay for all eligible services performed to the date of termination upon receipt of a valid invoice.
- 6.2** Termination for Cause. If the Consultant fails to comply with any of the terms and conditions of this Agreement or breaches any representation, warranty, or federal provision, the County may give notice, in writing, to the Consultant of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the County may, with no further notice, declare this Agreement to be terminated.
- 6.3** Remedies Upon Default. Upon a termination for cause, Consultant shall only be entitled to receive payment for those services reasonably performed through the date of termination, less the amount of reasonable damages suffered by the County attributed to the Consultant's default. Consultant is not relieved of liability to the County for damages sustained by the County for such default until such reasonable damages are paid in full. The County may

withhold any payments to the Consultant to setoff such damages until the amount of damages due the County from the Consultant is determined by the parties or a court of law. In addition, the County may declare the defaulting Consultant to be barred from bidding or proposing on future contracts with the County for one year from the date of termination or the final conclusion of any lawsuit related to the Agreement, whichever is later.

7.0 Records Retention

The Consultant shall retain all records relating to this Agreement for a period of five (5) years.

8.0 Assignment

Consultant, his assigns or representative, shall not enter into any agreements with third parties to delegate any or all of the responsibilities or rights herein set forth without prior written approval of the County.

9.0 Independent Contractor

The Consultant shall perform the conditions of the Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship of status. Nothing in the Agreement shall be, in any way, construed to constitute the Consultant or any of his agents or employees as the agent, employee or representative of the County or State of Florida.

10.0 Notice

All notices under this Agreement shall be given to the County by delivering written notice to the:

Notice to the County:

Liberty County

10818 SR 20

Bristol, Florida 32321

Notice to the Consultant:

11.0 Binding Effect of Successors and Assigns

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

12.0 Public Records

To the extent required by law Consultant shall comply with the Florida Public Records laws expressed in Chapter 119, Florida Statutes, specifically including to:

- Keep and maintain public records required by the County to perform the service.
- Upon request from the County, provide the County 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.
- 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 term and following completion of the Agreement if the Consultant does not transfer the records to the County.
- Upon completion of the Agreement, transfer, at no cost, to the County, all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records in a format that is compatible with information technology systems of the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS, THE CLERK OF COURT AT (850)643-2215, dstanley@libertyclerk.com, P.O. Box 399, Bristol, FL, 32321

13.0 Illegal Alien Labor

Consultant shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that fails to certify to the Consultant that the subcontractor is in compliance with such laws. Consultant agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Consultant shall pay all cost incurred to initiate and sustain the verification programs.

14.0 Appropriations Clause

If the contract extends beyond the current fiscal year, which ends on September 30th, the contract shall be contingent upon the availability of funds appropriated for such purposes in the County's annual budget for the next succeeding fiscal year.

15.0 Venue

This Agreement will be construed under and governed by the laws of the State of Florida. In the event of legal action or other proceedings which may arise from this Agreement, venue is the in the courts of Liberty County, Florida.

16.0 Severability

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement; except that where County finds that the invalidated provision is essential to the Agreement as a whole, County may terminate said Agreement.

17.0 Force Majeure

If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability.

The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

18.0 Contract Documents

With regard to the Services, the RFP for Information Technology Services and all attachments and addendums to it, along with the consultant's response to the RFP are hereby made an integrated part of this Agreement. Where a specific conflict exists between a term or condition in this Agreement, the RFP and/or the Consultant's response, this Agreement shall prevail first, the initial RFP and attachments are next, and the Consultant's proposal form and attachments are final priority.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

ATTEST:

LIBERTY COUNTY BOARD OF COUNTY COMMISSIONERS

Daniel Stanley, Clerk of Court

Hannah Causseaux, Chair

[insert Contractor]

By: