

EXHIBIT A
GENERAL TERMS AND CONDITIONS

ADDENDUM: If any addenda are issued after the initial RFP is released, the County will post the addenda on the Liberty County website at: <https://libertycountyfl.org/public-notices/>. Proposers are solely responsible for ensuring they have received all addenda(s) prior to submitting their Proposal.

ACKNOWLEDGEMENT: By submitting a Proposal, the Proposer certifies and or acknowledges that he/she has full knowledge of the scope, nature, quality of product to be provided, and/or quality of work to be performed. Submission of a Proposal indicates acceptance by the individual or vendor of the conditions contained in this proposal solicitation, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between the County and the individual or vendor selected.

CANCELLATION: The County may cancel this RFP, or reject in whole or in part, when it is in the best interests of the County, as determined by the Board of County Commissioners. Notice of cancellation shall be posted on the County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

CHANGE ORDER: No out-of-scope services shall be performed in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

CONFLICT OF INTEREST: The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Proposer must disclose with their proposal the name of any officer, director, partner, proprietor, associate, or agent which is also an officer or employee of the County or of its boards or committees. Proposer must disclose the name of any officer or employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's organization or any of its branches or affiliate companies.

DEFAULT/FAILURE TO PERFORM: The County shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the award, to furnish required documents, and/or fulfill any portion of its contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this proposal, the County will provide the Proposer seven (7) days notice (weekends and holidays excluded) to remedy the default. Failure on the Proposer's part to correct the default within the required seven (7) days may result in the contract being terminated. The County may terminate the Contract if the Proposer fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) aproposale by any statutory, regulatory, or licensing requirement.

DEVIATION FROM SPECIFICATION: Any deviation from specifications must be clearly stated, explained in detail, and accepted by the County in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

DOING BUSINESS WITH THE COUNTY. When a vendor is awarded a contract with the County, the County will request a copy of the vendor's completed W-9 to register the vendor in the County's financial system for invoice processing and payment.

E-VERIFY: The awarded Proposer becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility", as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub- Proposers to not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a sub- Proposer knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Proposer, the Proposer may not be eligible for or awarded a public contract for a period of one (1) year after the date of termination.

EXPENSES: The County is not responsible for any expenses that a Proposer may incur in preparing and submitting the proposal called for in this request. The County will not pay for any out-of-pocket expenses, such as word processing, photocopying, postage, per diem, travel expenses and the like, incurred by the Proposer. The County will not be liable for any costs incurred by the Proposer in connection with any interviews/presentations.

INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful Proposer shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Proposer, its sub- Proposers, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Proposer documents and/or resultant contract.

If any third-party claim is made against the County that, if sustained, would give rise to indemnification liability of the Proposer under its Agreement, the County shall promptly cause notice of the claim to be delivered to the successful Proposer and shall afford the Proposer and its counsel, at the Proposer's sole expense, the opportunity to join in defending or compromising the claim.

INSURANCE: Proposer shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the County as required by the proposal documents/contract.

Within thirty (30) days of the date of the Award, and thereafter upon the written request of the County, Proposer shall furnish to the County such certificates of coverage and certified copies of policies pursuant to the County's Insurance Requirements.

INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed to the County representative listed in the proposal document. Interpretations that may affect the eventual outcome of this Proposer will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the County.

MINOR IRREGULARITIES/INFORMALITIES: The County reserves the right to both waive any irregularities or informalities in proposals and to determine, in its sole discretion, whether or not informality is minor.

NON-COLLUSION: The Proposer certifies that this proposal has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Proposer shall certify that this offer is made without prior understanding, agreement, or connection with any corporation, Proposer or person submitting an offer for the same materials, services, supplies or equipment and is in all respects fair and without collusion or fraud.

PAYMENT: Upon acceptance of work by the County, the County shall make payment to the Proposer in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The County reserves the right, with justification, to not pay or to partially pay any invoice submitted by the Proposer.

PUBLIC ENTITY CRIMES: By submission of response to the County's bid solicitation, Proposer acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals for leases of real property to a public entity, may not be awarded or perform work as a Successful Proposer, contractor, supplier, sub-Proposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287-017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. Otherwise, the County will treat all materials received as public records once that information is determined to be available for public inspection.

If the County rejects all proposals or replies submitted in response to a competitive solicitation and the County concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposal or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the County provides notice of an intended decision concerning the reissued competitive solicitation, or until the County withdraws the reissued competitive solicitation. A proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all proposals, or replies.

The County is a public agency subject to Chapter 119, Florida Statutes. The Proposer shall comply with Florida's Public Records law. Specifically, the Proposer, shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 otherwise provided by law.
- c. 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 Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Proposer to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

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 contract, contact the custodian of public records at (850) 643-2215 dstanley@libertyclerk.com or 10818 NW SR 20, Bristol, Florida 32321.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Proposer shall furnish such additional information/clarification as the County may reasonably require. This includes but is not limited to information that indicates Proposer financial resources as well as the ability to provide and maintain the goods or services requested.

RESPONSIBLE VENDOR DETERMINATION: Proposer 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, or ideological interests when determining if the vendor is a responsible vendor.

RIGHT TO REJECT: Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk. The County reserves the right to reject all Proposals, or any part of any Proposal deemed necessary for the best interest of the County. The County may reject any response not submitted in the manner specified by the solicitation documents.

If Proposer purports to add terms or conditions to its Proposal, takes exception to any provisions of the bid solicitation, or attempts to alter the contents of the Contract Documents for the purposes of the proposal, whether in the proposal itself or in a separate communication to the County, then the County may reject the proposal as nonresponsive.

RESPONSIBLE PROPOSER: A "Responsible Proposer" is a business entity or individual who submits a proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the proposal. The County may review vendor performance on County Contracts, and other public entity contracts, in arriving at a determination as to whether a Proposer meets the definition of a responsible vendor who may be recommended for award.

RESPONSIVE PROPOSER: A "Responsive Proposer" is a business entity or individual who has submitted a proposal that fully conforms in all material respects to the RFP and all of its requirements, including all form and substance.

SCRUTINIZED COMPANIES: Proposer must certify that the company is not participating in a boycott of Israel. Proposer must also certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or

Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above.

WITHDRAWAL OF PROPOSALS: Any Proposer may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Proposer may withdraw its Proposal for a period of 90 days after the date for opening and all Proposals shall be subject to acceptance by the County during this period.