



**HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
2008 EAST 8TH AVENUE
TAMPA, FL 33605**

**THIS IS A LEGALLY BINDING AGREEMENT
BETWEEN
THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE
AND
[Insert Contractors name]**

This Master Agreement is made and entered into by **[Insert Company Name]** (“CONTRACTOR”) and the Hillsborough County Sheriff's Office (“HCSO”); and

WHEREAS, HCSO desires to enter into a Master Agreement by and between Hillsborough County Sheriff's Office (“HCSO”) and **(INSERT VENDOR NAME)** (“CONTRACTOR”), as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of in stock or inventory vehicles;

WHEREAS, a Invitation to Bid (“ITB”) was issued on **[Insert date]**, and the HCSO selected the CONTRACTOR for award pursuant to the ITB;

WHEREAS, CONTRACTOR represents and warrants that it is qualified to supply the products required by the HCSO as set forth under this Master Agreement;

WHEREAS, said Master Agreement provides that any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriffs’ offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida; and any Eligible User as defined in F.A.C. 60A-1.001(2) (hereinafter referred to as “Eligible Purchaser” or collectively, “Eligible Purchasers”) may purchase products and services at the prices indicated in the Master Agreement through the Florida Sheriffs Association (“FSA”) Cooperative Purchasing Program (“CPP”);

WHEREAS, FSA has the administrative and legal capacity to administer purchases under the Master Agreement to Eligible Purchasers;

WHEREAS, HCSO desires FSA to proceed with administration of the Master

Agreement;

WHEREAS, HCSO and CONTRACTOR desire to enter into this Agreement to make available the Master Agreement to Eligible Purchasers through the FSA CCP;

NOW, THEREFORE, the parties agree as follows:

1. Term of the Agreement. The Contract shall be effective for four (4) years from the date of award with optional renewals for up to three (3) additional two (2) year periods. Contract extensions will only be executed when the HCSO determines, based on then-existing conditions, that it is in the best interest of the HCSO and the Eligible Purchasers to do so. The obligation to pay all amounts owed by CONTRACTOR to FSA through the termination of this Agreement and all indemnifications afforded by CONTRACTOR to FSA and HCSO shall survive the term of this Agreement.

2. Effective Date of Agreement. This Agreement shall become effective on the last date of execution set forth on the signature page hereof.

3. ITB and Bid Incorporated by Reference. The Invitation to Bid (ITB) dated [insert date] and the bid submitted by the CONTRACTOR in response to the ITB (the "Bid"), including any amendments or modifications thereto, are hereby incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Master Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the terms of this Contract and the ITB and Bid, the terms of this Contract shall prevail.

4. Indemnification. The CONTRACTOR shall protect, indemnify, and hold harmless HCSO and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the CONTRACTOR, CONTRACTOR employees or CONTRACTOR subcontractors in the preparation of the solicitation and the later execution of the master Agreement.

FSA and FSA CCP shall be afforded all of the rights, privileges and indemnifications afforded to HCSO under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to FSA under this Agreement.

5. General Terms and Conditions.

- a. CONTRACTOR shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- b. With respect to any purchases made by HCSO or any Eligible purchaser pursuant to the Master Agreement, FSA (a) shall not be construed as a dealer, representative, or agent of any type of CONTRACTOR, HCSO, or such Eligible Purchaser, (b) shall not be obligated, liable or responsible (1) for any orders made by HCSO, any Eligible Purchaser or any employee of HCSO or Eligible Purchaser under the Master Agreement, or (2) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Eligible Purchaser to (1) comply with procedures or requirements of applicable law, or (2) obtain the due authorization and approval necessary to purchase under the Master Agreement. FSA makes no representations or guaranties with respect to any minimum purchases required to be made by HCSO, any Eligible Purchaser, or any employee of HCSO or Eligible Purchaser under this Master Agreement.

6. Fees and Reporting. The FSA CPP charges three quarters of one percent (.0075) to administer the contract. The administrative fees are the contractual responsibility of the CONTRACTOR.

After receipt of payment from contract purchases, the CONTRACTOR shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if the CONTRACTOR fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items.

The instructions for electronic payment or wiring of funds is included in Exhibit A. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

CONTRACTOR shall maintain an accounting of all purchases made by Eligible purchasers under the Master Agreement. FSA and HCSO reserve the right to audit the accounting for a period of four (4) years from the date FSA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by HCSO or FSA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, CONTRACTOR shall promptly pay FSA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse FSA's costs and expenses for such audit.

7. Assignment. The CONTRACTOR will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.

8. Default. The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the CONTRACTOR upon non-performance or violation of Contract terms. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those terminated. Failure of the CONTRACTOR to deliver service, materials, or items within the time stipulated in the Bidders response or this contract, unless extended in writing by the Financial Services Division, shall constitute Contract default. If the CONTRACTOR defaults on the contract they may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.

9. E-verify Requirement. Pursuant to §448.095, Fla. Stat., the Sheriff requires the CONTRACTOR, and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If

the 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. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the CONTRACTOR has knowingly violated §448.09(1), Fla. Stat., the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, the Sheriff will promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with the CONTRACTOR as provided above, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The CONTRACTOR is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

10. Emergency. If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.

11. Final Inspection and Acceptance. Final inspection and acceptance of all items and services specified for delivery under this contract to the HCSO shall be accomplished by the Project manager or his duly authorized representative. Final inspection and acceptance of all items and services specified for delivery under this contract to the Eligible purchasers shall be accomplished by the Eligible Purchasers.

12. Non-Discrimination. CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this provision constitutes a material condition to this agreement, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

13. Choice of Law & Forum. CONTRACTOR agrees that any and all agreements and transactions and performances resulting from this Agreement will be governed by the laws of the State of Florida, and the venue for any legal action will be Hillsborough County, Florida. CONTRACTOR shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the performance term relative to the Agreement.

14. Sovereign Immunity. Nothing in these terms or conditions is intended nor shall it be construed or interpreted to waive or modify HCSO's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

15. Confidentiality of HCSO Operations. To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of HCSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of HCSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. CONTRACTOR

acknowledges that a breach of this confidentiality will cause irreparable injury to HCSO that the remedy at law for any such violation or threatened violation will not be adequate and HCSO shall be entitled to temporary and permanent injunctive relief. The provisions of this clause shall remain in full force and effect and enforceable even after the expiration of the contract. At the option of HCSO, employees and/or subcontractors of CONTRACTOR that will be working on this contract will be required to electronically sign a confidentiality agreement.

16. Severability. In the event any provisions of these terms and conditions are held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the terms and conditions which shall remain in full force and effect and enforceable in accordance with these terms and conditions.

17. Enforcement. In the event either party incurs legal expenses or costs to enforce these terms and conditions, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limiting, reasonable attorney's fees and costs.

18. No Third Party Beneficiaries. This Contract is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in these terms and conditions shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

19. Termination. The Contract and the parties' performance may be terminated upon the following events:

- a. Termination by Mutual Agreement. In the event the parties mutually agree in writing, the Contract may be terminated on the terms and dates stipulated therein.
- b. Termination Without Cause. The HCSO can terminate the Contract in whole or part without cause by giving written notice to the CONTRACTOR of such termination, which shall become effective 30 calendar days following receipt by CONTRACTOR of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the HCSO.

The CONTRACTOR shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The CONTRACTOR shall not be entitled to recover any lost profits that the CONTRACTOR expected to earn on the balance of the Contract or cancellation charges.

Any payments to the CONTRACTOR shall be only to the total extent of the Eligible Purchaser's liability for goods or services delivered prior to the date of notice to terminate the Contract.

- c. Termination for Cause. If through any cause within the reasonable control of the CONTRACTOR, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the HCSO shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the CONTRACTOR and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the HCSO, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the Eligible Purchaser shall compensate the

CONTRACTOR in accordance with the Contract for all services performed by the CONTRACTOR prior to termination, net of any costs incurred by the Eligible purchaser and HCSO as a consequence of the default.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the HCSO for damages sustained by the HCSO by virtue of any breach of the Contract by the CONTRACTOR, and the HCSO may reasonably withhold payments to the CONTRACTOR for the purposes of offset until such time as the exact amount of damages due the HCSO from the CONTRACTOR is determined

- d. Immediate Termination by HCSO: HCSO, in its sole discretion, may terminate the Contract immediately upon the occurrence of any of the following events:
- i. CONTRACTOR's violation of the Public Records Act;
 - ii. The insolvency, bankruptcy or receivership of CONTRACTOR;
 - iii. CONTRACTOR's violation or non-compliance with NONDISCRIMINATION Section of these terms and conditions; or
 - iv. CONTRACTOR fails to maintain insurance in accordance with the INSURANCE Section of the ITB.
 - v. CONTRACTOR is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria.
 - vi. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Neither the expected termination nor the expiration of the Contract shall relieve CONTRACTOR, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services until the date of termination.

Notwithstanding any other provisions of these terms and conditions, the CONTRACTOR'S duty to indemnify and defend HCSO as set forth in these terms and conditions shall survive the termination or expiration of the Agreement.

20. Foreign Influence. CONTRACTOR represents and warrants that it has made any applicable disclosures to HCSO which are required under Florida Statute 286.101(3)(a) pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

21. Remedy of Right to Seek Substitute Performance. If the CONTRACTOR or its sub-CONTRACTORS (if any), defaults or neglects to carry out the work in accordance with this Contract and fails within a ten (10) day period after receipt of written notice from HCSO to commence and continue correction of such default or neglect with diligence and promptness, HCSO may, without prejudice to other remedies the Hillsborough Sheriff's Office may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due CONTRACTOR the reasonable cost of correcting such deficiencies, including HCSO's expenses and compensation for any additional services, made necessary by such default, neglect or failure. Notwithstanding the foregoing or any other provision within this Contract to the contrary, HCSO has a right to claim an anticipatory breach of the contract by CONTRACTOR and can demand assurance

of performance at any time and if said assurance of performance from CONTRACTOR is inadequate, HCSO at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

Contractor:

[Insert Contractors name]

Hillsborough County Sheriff's Office

By: _____

[Insert Representative name and title]

By: _____

Chad Chronister, Sheriff

Date: _____

Date: _____