HILLSBOROUGH COUNTY SHERIFF'S OFFICE
CHAD CHRONISTER, SHERIFF

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 Agreement, effective as of the date of execution, is made and entered into by **[Insert Company Name]** ("CONTRACTOR") and the Hillsborough County Sheriff's Office ("HCSO"); and

WHEREAS, the HCSO wishes to procure **(goods or services)**;

WHEREAS, a Request for Proposal ("RFP") was issued on **[Insert date]**, and the HCSO selected the CONTRACTOR as the highest qualified scorer pursuant to the RFP;

WHEREAS, CONTRACTOR represents and warrants that it is qualified to perform the services required by the HCSO as set forth under this Contract;

NOW, THEREFORE, the parties agree as follows:

1. Term of the Agreement. The term of this Agreement shall be from the effective date of the agreement until **[insert date]** or **[(Construction only) the certificate of completion has been issued and all payments have been made under this contract.**

OR

The contract will be valid for one (1) year from the effective date of this award contract. Upon written mutual agreement between the HCSO and the CONTRACTOR, the contract may be extended annually for up to three (3) additional one-year periods. Contract extensions that do not alter any terms and conditions outlined in this awarded contract or the RFP incorporated by reference may be executed by the procurement office through a renewal process. Renewals involve a bilateral signature process, whereby both parties can extend the Contract's duration

under the same terms and conditions, or with an added price increase. Any modifications to the terms and conditions stated in this Contract or the RFP require written mutual consent between the HCSO and the CONTRACTOR, in the form of an amendment to this Contract. In the event the HCSO fails to exercise an option to renew, the Contract shall continue in full force on a month-to-month basis unless the HCSO communicates in writing that the Contract will not be renewed.

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

3. RFP and Proposal Incorporated by Reference. The Request for Proposal (RFP) dated **[insert date]** and the proposal submitted by the CONTRACTOR in response to the RFP (the "Proposal"), including any amendments or modifications thereto, are hereby incorporated into and made a part of this Contract by reference. The terms and conditions of the RFP and Proposal, including any exhibits or attachments, shall govern the performance of the work and obligations of the parties under this Contract to the extent they do not conflict with the terms of this Contract. In the event of any conflict between this Contract, the RFP, and the Proposal, the terms of this Contract shall govern first, followed by the RFP, and lastly the Proposal, with each document governing only to the extent it does not conflict with the terms of the document above it in this order of precedence.

4. Indemnification. The Awarded Contractor will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Proposer, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Proposer or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

5. Certificate of Insurance. No Work shall commence in connection with this Contract until the Awarded Contractor and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These policies, obtained at the Contractor's own expense, shall show Chad Chronister, Sheriff, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.

a. Worker's Compensation Insurance. Worker's Compensation Insurance must

meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the Awarded Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Awarded Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

Employer's Liability:	$100,000 Limit each Accident
	$500,000 Limit each Aggregate
	$100,000 Limit Disease each employee

b. Contractors Public Liability and Property Damage Insurance. Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the Contractor from claims for damage and personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor shall be the minimum limits as follows:

Comprehensive General	$300,000 bodily injury and property damage combined single limit
Automobile	$300,000 bodily injury and property damage combined single limit.

c. Professional Liability Insurance (if applicable to the work being performed). Professional Liability Insurance shall meet the following minimum amounts:

	$500,000 per occurrence; and
	$1,000,000 aggregate.

d. Comprehensive Insurance Coverage (if any of the categories below apply to the work being performed). Comprehensive General Liability and Automobile Liability Insurance which shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

Bodily Injury	$300,000 per person per occurrence
Property Damage	$300,000 per occurrence
Automobile Liability	$300,000 combined single limit bodily

	injury and property damage
Garage Liability	$1,000,000 combined single limit each occurrence
Garage Keepers Liability	$100,000 collision and comprehensive per Vehicle

6. Completion of Work and Liquidated Damages. The Contractor shall Work diligently and shall complete the entire Work, ready for use, by the time allotted in the specifications. The time stated for completion shall include final cleanup of premises. Failure to complete the Work in the time stated shall result in an assessment as liquidated damages of $250 for each calendar day this Work remains incomplete. Deduction will be made from the Contractor's final pay.

The Contractor's attention is directed to the fact that it is likely to rain on occasion during the life of this Contract. The Contractor should expect a substantial number of days that they will be unable to Work due to rain and/or wet conditions. It is the Contractor's responsibility to schedule their Work so that lost time for rain and/or wet conditions is made up. No additional time shall be granted to the Contractor for rain and/or wet conditions. However, if there is any time extension required for unforeseen conditions or unfavorable weather days, the Contractor is required to submit proper documentation to Project Manager for time extension consideration.

7. Closeout. Upon receipt of the request from the Contractor, the Project Manager shall review the Work for substantial completion and create a punch list of deficiencies to be corrected by the Contractor. When the Project Manager determines the Contractor has adequately addressed the punch list, provided copies of all inspections or evidence of other compliance with government requirements, completed demobilization and satisfactory site cleanup, provided executed lien releases and all warranty information and documentation, a Certificate of Completion will be issued. Warranty/Guarantee periods will commence at the issuance of the Certificate of Completion.

8. Assignment. The Awarded 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.

9. 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 Awarded Contractor(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Contractor to deliver service, materials, or items within the time stipulated in this Proposal, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Contractors who default on contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.

10. E-verify Requirement. Pursuant to §448.095, Fla. Stat., the Sheriff requires the Awarded 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 Awarded CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the Awarded CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded 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 Awarded CONTRACTOR otherwise complied with this subsection, the Sheriff will promptly notify the Awarded CONTRACTOR and order the Awarded 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 an Awarded CONTRACTOR as provided above, the Awarded CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded CONTRACTOR is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

11. 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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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. HCSO shall have the right to terminate the Agreement without cause by providing the CONTRACTOR with thirty (30) calendar days written notice.

c. Termination for Cause. In the event of a material breach of these terms and conditions, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate their performance and the parties' relationship immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, HCSO's policies and procedures, or these terms and conditions.

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 this contract.

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.

21. 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.

22. 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.

23. Public Records Laws. The Florida Constitution, Article I, Section 24, as well as Florida Statute § 119.07(1), provides that information received pursuant to law or ordinance or in connection with the transaction of official business by an Agency is a public record and must be released upon request unless an exemption from the Florida Public Records Act applies. Contractor acknowledges its obligations under Florida Statute § 119.0701(2)(b), and the following language is included pursuant to Florida Statute § 119.0701(2)(a):

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTE TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SHERIFF'S CUSTODIAN OF PUBLIC RECORDS AT:

Hillsborough County Sheriff's Office
Records Section – Freddie Solomon Annex
1900 East 9th Avenue
Tampa, Florida 33605
(813) 247-0960
Rec_Request@HCSO.Tampa.FL.US

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

Contractor:	**Hillsborough County Sheriff's Office**
[Insert Contractors name]	
By: _____	**By:** _____
[Insert Representative name and title]	**Chad Chronister, Sheriff**
Date: _____	**Date:** _____