EXHIBIT A

DRAFT CONTRACT AWARD AGREEMENT



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 Suppliers name]

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

WHEREAS, the HCSO wishes to **(procure a good or service)**;

WHEREAS, an Invitation for Bids ("ITB") was issued on **[Insert date]**, and the HCSO selected the SUPPLIER for award **[due to submitting the lowest technically acceptable Bid] (This can change depending on the circumstances)**;

WHEREAS, SUPPLIER represents and warrants that it is qualified to **[supply the products]** or **[perform the services]** required by the HCSO as set forth under this Contract;

NOW, THEREFORE, the parties agree as follows:

1. ITB and Bid Incorporated by Reference. The Invitation for Bids (ITB) dated **[insert date]** and the response submitted by the SUPPLIER in response to the ITB (the "Bid"), 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 ITB and Bid, 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 ITB, and the Bid, the terms of this Contract shall govern first, followed by the ITB, and lastly the Bid, 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.

2. Term of the Agreement. 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 Supplier, 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 ITB 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 ITB require written mutual consent between the HCSO and the SUPPLIER, 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. **(This can be tailored to remove/ add auto renewals, change the date of the initial term, and change the length and amount of the renewal terms)**.

3. Escalation/De-Escalation. The HCSO will allow an escalation/de-escalation provision in this Contract. The prices set herein shall have the opportunity to be adjusted during the renewal period for each term of the contract. The Awarded SUPPLIER(s) must notify the HCSO's Financial Services Division of the price escalation/de-escalation request a minimum of 60 calendar days prior to the end of each one (1) year period for which the Bid was awarded for it to be considered. The price escalation request must be due to a factor beyond the control of the bidder and can be no more than the percentage of increase passed through to the SUPPLIER by the manufacturer. At the time of request, Bidder must furnish written substantiation of increase by its supplier/manufacturer to the HCSO. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the bid proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of the HCSO and shall only be effective upon acceptance by HCSO in writing.

A price escalation request outside of the renewal process may be accepted. These requests must reference/cite and include any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. They must also include the same written substantiation documentation as mentioned in the paragraph above. The HCSO will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the request is in the HCSO's best interest. The HCSO reserves the right to negotiate, accept or reject the request, or terminate and re-solicit the contract.

4. Addition or Deletion of Contract Items. The HCSO reserves the right to add or delete items under this Contract when deemed to be in the best interest of the HCSO. Any such addition or deletion shall be processed by written Change Order and must be approved by the HCSO's Chief Financial Officer ("CFO"). For any item addition, the Change Order shall include a written justification and SUPPLIER's written, fixed-price quote for each added item. Upon CFO approval, the item shall be added to the Contract and recorded on the applicable Bid tab sheet maintained by the HCSO. Change Orders that do not modify the terms and conditions of this Contract shall not require a separate amendment. Any change to the terms and conditions of this Contract shall require a written amendment executed by the parties.

5. Effective Date of Agreement. This Agreement shall become effective on the last

date of execution set forth on the signature page hereof.

6. Indemnification. The Awarded SUPPLIER 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 SUPPLIER, 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.

7. Certificate of Insurance. No Work shall commence in connection with this Contract until the Awarded SUPPLIER and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These insurance requirements are only required when in performance of the contract employees or subcontractors from the awarded vendor will need to come onto HCSO property. These policies, obtained at the SUPPLIER'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 SUPPLIER 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 SUPPLIER. 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 SUPPLIER 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 SUPPLIER 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 SUPPLIER or by anyone directly or indirectly employed by the SUPPLIER 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 SUPPLIER 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 SUPPLIER or by anyone directly or indirectly employed by the SUPPLIER. 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

8. Assignment. The Awarded SUPPLIER 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. Condition of Materials and Packaging. Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be NEW and in FIRST

CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.

10. Claims. The Awarded SUPPLIER will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

11. When to Make Delivery. Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to obtain this information.

12. Background checks. The HCSO requires the Awarded SUPPLIER to conduct background checks of its employees, agents, representatives, and subcontractors that will be working on HCSO property. The cost of the background checks will be borne by the Awarded SUPPLIER. The HCSO may require the Awarded SUPPLIER to exclude the Awarded SUPPLIER's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Awarded SUPPLIER must ensure that all persons have a responsibility to self-report to the Awarded SUPPLIER within three (3) calendar days any arrest for any disqualifying offense. In this instance, "disqualifying offense" means an offense that is a felony or that has a direct nexus to an individual's proposed or current field of licensure, certification, or employment. The Awarded SUPPLIER must notify the Project Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the HCSO, the Awarded SUPPLIER will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

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

14. 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 SUPPLIER(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 SUPPLIER 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 SUPPLIERs who default on contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.

15. Next Best Bidder. In the event of a default by the Awarded SUPPLIER, or cancelation by HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Bidder. In the event of this occurrence, the new Awarded SUPPLIER shall be required to provide the Bid items at the prices as contained in their BID RESPONSE (PART D), for the remainder of the award period.

16. 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.

17. Non-Discrimination. SUPPLIER 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. SUPPLIER shall comply with all applicable sections of the Americans with Disabilities Act. The SUPPLIER agrees that compliance with this provision constitutes a material condition to this agreement, and that it is binding upon the SUPPLIER, its successors, transferees, and assignees for the period during which services are provided. The SUPPLIER further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

18. Choice of Law & Forum. SUPPLIER 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. SUPPLIER 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.

19. 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.

20. Confidentiality of HCSO Operations. To the extent permitted by law, SUPPLIER 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. SUPPLIER 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 SUPPLIER that will be working on this contract will be required to electronically sign a confidentiality agreement.

21. 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.

22. 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.

23. 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.

24. 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 SUPPLIER 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. SUPPLIER's violation of the Public Records Act;

   ii. The insolvency, bankruptcy or receivership of SUPPLIER;

   iii. SUPPLIER's violation or non-compliance with NONDISCRIMINATION Section of these terms and conditions; or

   iv. SUPPLIER fails to maintain insurance in accordance with the INSURANCE Section of this agreement.

   v. SUPPLIER 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. SUPPLIER 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 SUPPLIER, 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 SUPPLIER'S duty to indemnify and defend HCSO as set forth in these terms and conditions shall survive the termination or expiration of the Agreement.

25. Foreign Influence. SUPPLIER 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.

26. Remedy of Right to Seek Substitute Performance. If the SUPPLIER or its sub-SUPPLIERs (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 SUPPLIER 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 SUPPLIER and can demand assurance of performance at any time and if said assurance of performance from SUPPLIER is inadequate, HCSO at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to SUPPLIER.

27. 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.

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