



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
AWARDED COMPANY

This Master Agreement, dated as of this **[insert day]** day of **[insert month]**, 20 **[insert year]**, is made and entered into by **AWARDED COMPANY** ("CONTRACTOR") and the Hillsborough County Sheriff's Office ("HCSO") and ending **[insert day]** day of **[insert month]**, 20 **[insert year]**; and

WHEREAS, HCSO desires to enter into a Master Agreement by and between Hillsborough County Sheriff's Office ("HCSO") and (**AWARDED COMPANY**) ("CONTRACTOR"), as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Digital Evidence and Situational Awareness Technologies;

WHEREAS, a Request for Proposal 2026-010 ("RFP") was issued on **[Insert date]**, and the HCSO selected the CONTRACTOR for award 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 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 CPP;

NOW, THEREFORE, the parties agree as follows:

1. Roles and responsibilities.

- a. HCSO: The primary entity entering into the Master Agreement with the CONTRACTOR, responsible for initial oversight and enforcement of the contract terms.
- b. FSA: Oversees the administration of the Master Agreement through the FSA Cooperative Purchasing Program (FSA CPP). FSA, via the CPP, facilitates the contract's management but holds no legal responsibility for individual transactions between the CONTRACTOR and Eligible Purchasers.
- c. FSA CPP: Administers purchases under the Master Agreement and ensures that all Eligible Purchasers have access to CONTRACTOR's services. It is also responsible for collecting administrative fees and handling audit rights but does not bear any liability for purchases made under the Master Agreement.
- d. CONTRACTOR: Provides services under the Master Agreement and enters into supplemental agreements with Eligible Purchasers. The CONTRACTOR must comply with the terms of the Master Agreement and any additional requirements of the supplemental agreements.
- e. Eligible Purchasers: Authorized governmental entities that can procure services under this Master Agreement through the FSA CPP. They must enter into supplemental agreements with the CONTRACTOR to outline specific service terms and deliverables.

2. Term of the Master Agreement. The Contract shall be effective for three (3) 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 the 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.

3. Effective Date of Agreement. This Agreement shall become effective on

the last date of execution set forth on the signature page hereof.

4. RFP and Proposal Incorporated by Reference. The Request for Proposal (RFP) and the proposal submitted by the CONTRACTOR in response to the RFP (the "Proposal") issued on **[insert date]**, 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 RFP and Proposal, the terms of this Contract shall prevail.

5. Pricing and Discount Structure. CONTRACTOR agrees that all products, software, and services offered under this Master Agreement and any subsequent Supplemental Agreement shall be sold at or below the guaranteed minimum discount percentages off Current Manufacturer's Suggested Retail Price (MSRP) set forth in CONTRACTOR's TCO Verification Package (Category Discount Table). The guaranteed minimum discounts shall apply across all six (6) TCO Components:

1. Primary Hardware (CAT-1)
2. Parts & Accessories (CAT-2)
3. Software/SaaS (CAT-3)
4. Support & Maintenance (CAT-4)
5. Professional Services (CAT-5)
6. Training (CAT-6) CONTRACTOR shall maintain an up-to-date verifiable MSRP catalog accessible to HCSO and Eligible Purchasers throughout the term of this Agreement.

CONTRACTOR agrees that guaranteed minimum discount percentages shall serve as a baseline floor and shall remain fixed or increase (yielding greater savings) over the contract term, including any applicable Tiered Volume Discounts established in CONTRACTOR's TCO Verification Package. List prices (MSRP) shall reflect published baseline catalog pricing and shall not be arbitrarily increased to offset contract discounts.

6. Scope Applicability and Supplemental Agreements. Recognizing that Eligible Purchasers may not require the full Scope of Services outlined in this Master Agreement, CONTRACTOR shall coordinate directly with each Eligible Purchaser to assess their specific operational needs.

a. Site Assessment & Tailored Scope: Prior to commencing any work, CONTRACTOR shall conduct a site visit to the Eligible Purchaser to assess current conditions, identify unique agency requirements, and develop a tailored Scope of Services and deliverable schedule.

b. Execution & Record Retention: A formal Supplemental Agreement or Statement of Work (SOW) detailing the specific scope, deliverables, timelines, and financial terms must be executed by CONTRACTOR and the Eligible Purchaser prior to the commencement of work. CONTRACTOR shall maintain accurate records of all executed agreements and amendments and shall

transmit a copy of each executed Supplemental Agreement (and any renewals) to the FSA CPP within five (5) calendar days of execution.

c. Artificial Intelligence (AI) & Governance Guardrails: For any solution utilizing Artificial Intelligence, machine learning, or automated decision-making logic, HCSO and Eligible Purchasers reserve the right to establish individual algorithmic guardrails, ethical usage policies, and operational constraints. Specific AI governance criteria—including confidence thresholds, bias-mitigation filters, and data retention triggers—shall be defined and negotiated within the individual Supplemental Agreement or SOW executed with the Eligible Purchaser.

d. If any future change in local, state, or federal law, rule, regulation, or ordinance materially affects this Master Agreement or a Supplemental Agreement, the affected parties shall negotiate in good faith to amend the applicable agreement. Amendments to this Master Agreement require the written consent of HCSO and CONTRACTOR, while amendments to Supplemental Agreements require written consent of the applicable Eligible Purchaser and CONTRACTOR. If the parties cannot reach agreement on necessary modifications within a reasonable time, HCSO may terminate the Master Agreement, and any Eligible Purchaser may terminate its Supplemental Agreement, without penalty except for payment obligations for services properly rendered and accepted prior to termination.

7. Order Workflow and Ordering Procedures. All purchases executed under this Master Agreement by HCSO or Eligible Purchasers shall follow the standardized Order Workflow defined herein:

1. Needs Assessment & Site Visit: CONTRACTOR and the Eligible Purchaser shall determine necessary technology components and operational requirements.
2. Formal Price Quote / Price Verification: CONTRACTOR shall issue a formal line-item quote explicitly displaying: (a) the current MSRP list price, (b) the applied Master Agreement minimum discount percentage for each TCO Component, and (c) the net price extended to the Eligible Purchaser.
3. Supplemental Agreement / SOW Execution: For complex deployments, custom integrations, or AI configurations, the parties shall execute a Supplemental Agreement/Statement of Work incorporating the validated quote.
4. Purchase Order Issuance & Reporting: The Eligible Purchaser shall issue a Purchase Order referencing HCSO RFP 2026-010 / FSA Contract #FSA-HCS-DET1.0. CONTRACTOR shall transmit a copy of all executed POs and Supplemental Agreements to the FSA CPP within fifteen (15) calendar days of receipt.

8. Supplemental Agreements. Recognizing that not all Eligible Purchasers will require the full Scope of Services outlined in this contract, the CONTRACTOR shall coordinate closely with each Eligible Purchaser to assess their specific needs.

Prior to commencing any work, the CONTRACTOR shall conduct a site visit to the Eligible Purchaser to assess the current conditions, identify any unique

requirements, and determine the Scope of Services needed.

Based on the findings of the site visit and discussions with the Eligible Purchaser, the CONTRACTOR shall develop a tailored Scope of Services that meets the specific needs of the Eligible Purchaser.

A supplemental agreement detailing the specific Scope of Services, deliverables, timelines, and any other pertinent details shall be executed by the CONTRACTOR and the Eligible Purchaser prior to the commencement of any work. The CONTRACTOR will keep accurate information such as signed contract(s), Scope of Services, amendments and all other pertinent information between CONTRACTOR and Eligible Purchasers. The CONTRACTOR must send a copy of the executed supplemental agreement to FSA, including any amendments or renewals, within 5 business days of their execution.

9. 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 each 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 a 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. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. 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.

CONTRACTOR warrants that the goods and services supplied to the Eligible Purchaser shall conform in all aspects to the standards set forth herein, and the failure to comply with this condition will be considered a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Awarded Supplier responsible for the same.

Failure to submit the administrative fees with accompanying quarterly reports to the FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. CONTRACTOR failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that the fees and/or reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

When quarterly reports are late, liquidated damages are to be included in the CONTRACTOR'S quarterly report and administrative fees submission. Liquidated damages that remain unpaid beyond 45 calendar days may result in the FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the terms and conditions of the Contract Document.

Failure to submit the quarterly report on time	\$25 per calendar day
Failure to submit the administrative fee on time	\$25 per calendar day
Failure to report a purchase order to the FSA CPP within 15 calendar days of the purchase order issue date	\$100 per purchase order
Failure to report sales	0.0075% of the sales price plus 1.5% each month following the delivery date

The Awarded Supplier agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to the Contract Document resulting from this Bid. The Awarded Supplier agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, and that these amounts are reasonably calculated to compensate the FSA for the damages it will incur as a result of the Awarded Supplier's failure to take the specified actions.

Payment for invoices submitted by the CONTRACTOR or any Eligible Purchaser shall be made in accordance with Chapter 218, Part VII, Florida Statutes (Local Government Prompt Payment Act). In no case shall payment exceed forty-five (45) calendar days from the date of receipt of a properly approved invoice.

10. Funding Out Clause. Any/all Contracts exceeding one (1) year shall include a standard "funding out" clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the Contract contains the following provision:

"Retains to the Eligible Purchaser the continuing right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by the Eligible Purchaser to obtain appropriate funds for payment of the Contract."

The CONTRACTOR has no obligation to continue providing services if funds are not sufficiently appropriated or if funds appropriated for payment under this Master Agreement are exhausted. Payment made for work completed through the effective date of termination will be made to the CONTRACTOR by the Eligible Purchaser. Notwithstanding the foregoing, nothing in this section shall limit the obligation to purchase all non-contractor inventory upon the termination, expiration or non-renewal of a Contract, as noted herein.

11. Certificates of Insurance. Certificates of insurance shall be delivered to the Eligible Purchaser prior to commencement of work. The insurance company shall be licensed in the State of Florida and in the state in which the Eligible Purchaser is located. The CONTRACTOR shall give the Eligible Purchaser a minimum of sixty (60) calendar days' notice prior to any modifications, cancellation, or non-renewal of policies. The CONTRACTOR shall require all Sub-contractors performing any work to maintain coverage as specified. Sub-contractors, for the purposes of this Master Agreement, exclude third party suppliers and manufacturers of the products sold hereunder and all third-party delivery service providers (i.e. UPS and FedEx).

12. Florida Statutory Compliance. For purchases by Florida-based Eligible Purchasers, CONTRACTOR warrants that all hardware, software, and unmanned aircraft systems (UAS) provided under this Agreement comply strictly with applicable Florida Statutes, including but not limited to F.S. § 112.22 and F.S. § 934.50 regarding approved drone manufacturers, as well as mandatory data retention and purging protocols under F.S. § 119.0712 for ALPR data and F.S. § 119.071 for public records exemptions. For out-of-state Eligible Purchasers, CONTRACTOR warrants compliance with all equivalent applicable laws and regulations of the Eligible Purchaser's jurisdiction, as identified in the applicable Supplemental Agreement or Participating Addendum.

13. Applicability of Florida-Specific Provisions. Provisions of this Master Agreement that reference specific Florida Statutes or Florida regulatory requirements (including but not limited to E-Verify under § 448.095, Public Records under Chapter 119, and Florida Statutory Compliance) shall apply to Florida-based

Eligible Purchasers. Out-of-state Eligible Purchasers shall comply with the equivalent laws and regulations of their respective jurisdictions. Where no equivalent law exists, the spirit and intent of the Florida-specific provision shall guide the parties' conduct.

14. General Terms and Conditions. CONTRACTOR shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

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.

It is expected that the CONTRACTOR has knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Eligible Purchasers.

- a. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
- b. New Equipment and Products. Proposed equipment and products must be for new, current model; however, the CONTRACTOR may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
- c. Delivered and operational. Unless clearly noted in the supplemental agreement, equipment and products must be delivered to the Eligible Purchaser as operational.

15. Additional Terms and Conditions. Additional terms and conditions related to a purchase order, supplemental agreement, or other required transaction documentation may be negotiated directly between an Eligible Purchaser and the CONTRACTOR. Such terms may include, but are not limited to, job or industry-specific requirements, legal obligations (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Certain Eligible Purchasers may also require the use of a Participating Addendum, the terms of which shall be negotiated directly between the Eligible Purchaser and the CONTRACTOR. Any additional negotiated terms and conditions must not be less favorable to the Eligible Purchaser than those contained in this Master Agreement.

16. Participating Addendum. Out-of-state Eligible Purchasers or Eligible Purchasers with unique statutory requirements may execute a Participating Addendum with CONTRACTOR to incorporate jurisdiction-specific legal requirements. Such Participating Addenda shall not reduce the protections afforded to Eligible Purchasers under this Master Agreement and shall be transmitted to the FSA CPP within fifteen (15) calendar days of execution. In the event of conflict between a Participating Addendum and this Master Agreement, the Master Agreement shall control except where the Participating Addendum addresses a mandatory legal requirement of the Eligible Purchaser's jurisdiction.

17. Condition of Materials and Packaging. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, CONTRACTOR must permit the Equipment and Products to be returned within a reasonable time at no cost to HCSO or Eligible Purchasers. Eligible Purchasers reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. CONTRACTOR must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition. HCSO may declare the CONTRACTOR in breach of this Master Agreement if the CONTRACTOR intentionally delivers substandard or inferior Equipment or Products. In the event that any Product or Equipment does not conform to the manufacturer's warranty, the Eligible Purchaser may return such Product or Equipment to the CONTRACTOR, and the CONTRACTOR will process the Eligible Purchaser's warranty claim with the manufacturer of the defective Product or Equipment. After the manufacturer has accepted the claim from the CONTRACTOR, CONTRACTOR, as the Eligible Purchaser's sole and exclusive remedy and CONTRACTOR's sole liability, shall either, at its option: (i) replace the defective Product or Equipment with a conforming Product or Equipment; (ii) repair the defective Product or Equipment; or (iii) issue a credit or refund for the price of the Product or Equipment.

18. Claims. The CONTRACTOR will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers except where such inventory shortages or damage were caused by the negligent acts or omissions or willful misconduct of Eligible Purchaser or its employees, CONTRACTORS, representatives and personnel.

19. Warranties. All Equipment and Products supplied pursuant to the Contract are subject to the terms of written warranties provided by the manufacturer of each Product and Equipment, and Vendor shall use reasonable commercial efforts to assist the Member in processing all warranty claims that the Member may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Member in connection with any claims concerning the Products and Equipment supplied pursuant to the Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Member upon request. Vendor will pass through all available

warranty benefits from the applicable manufacturer to the Member to the extent permitted by contract or law.

20. Performance, Default, And Remedies.

- a. Performance. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, HCSO and the CONTRACTOR will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either HCSO or CONTRACTOR may escalate the resolution of the issues to a higher level of management. The CONTRACTOR will have 30 calendar days to cure any outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the CONTRACTOR must continue without delay to carry out all of its responsibilities under the Master Agreement and Supplemental agreements that are not affected by the dispute. If the CONTRACTOR fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by HCSO and/or its Eligible Purchasers as a result of such failure to proceed will be borne by the CONTRACTOR.
- b. Performance Standards. Where CONTRACTOR provides ongoing services (including but not limited to SaaS, cloud-hosted platforms, managed services, or professional services) under a Supplemental Agreement, CONTRACTOR shall maintain minimum service levels as defined in that Supplemental Agreement. In no event shall a Supplemental Agreement provide service levels less favorable to the Eligible Purchaser than those offered to similarly situated customers of CONTRACTOR.

Where CONTRACTOR operates solely as a product distributor under a Supplemental Agreement, CONTRACTOR shall meet the following minimum delivery and product performance standards: (i) All products shall be delivered within the timeframe confirmed in the applicable Purchase Order or written estimate; (ii) All products shall be new, current model, and in first-class condition upon delivery; (iii) CONTRACTOR shall notify the Eligible Purchaser in writing within [5] business days of any anticipated delivery delay, including a revised estimated delivery date; (iv) CONTRACTOR shall process warranty claims with the applicable manufacturer within [10] business days of notification by the Eligible Purchaser.

The applicable performance standard (services-based or product-based) shall be identified in each Supplemental Agreement prior to commencement of work

- c.** Default. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.
- d.** Remedies. Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for direct damages. If the default remains after the opportunity for cure, the non-defaulting party may:

 - 1. Exercise any remedy provided by law or equity, or
 - 2. Terminate the Master Agreement or any portion thereof, including any orders issued against the Contract.
- e.** Termination for Cause. If, through any cause within the reasonable control of the CONTRACTOR, it fails to fulfill its obligations in a timely manner or otherwise violates any of the terms of this Contract, the HCSO shall have the right to terminate this Master Agreement. Written notice of the deficiencies shall be given to the CONTRACTOR, and unless the deficiencies are corrected within thirty (30) calendar days, the Master Agreement 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 HCSO or Eligible Purchasers shall compensate the CONTRACTOR in accordance with the Master Agreement and executed supplemental agreements 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. The CONTRACTOR shall also have the right to terminate this Master Agreement if the HCSO fails to perform any of the other material provisions of the Master Agreement and fails to cure the same within thirty (30) calendar days.
- f.** Termination Without Cause. Either party may terminate the Master Agreement in whole or in part without cause by providing written notice of such termination. The HCSO shall provide at least 30 calendar days' written notice to the CONTRACTOR, and the CONTRACTOR shall provide at least 60 calendar days' written notice to the HCSO. Termination shall become effective following the applicable notice period. 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 receiving 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 expected to be earned on the balance of the Master Agreement 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.
- g.** Termination of Orders. Eligible Purchasers may terminate an individual order, in whole or in part, immediately upon notice to the CONTRACTOR in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. The CONTRACTOR commits any material breach of this Master Agreement, or any additional terms agreed to between the CONTRACTOR and an Eligible Purchaser

h. Immediate Termination by HCSO. HCSO, in its sole discretion, may terminate the Master Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR's violation of the Public Records Act;
2. The insolvency, bankruptcy or receivership of CONTRACTOR;
3. CONTRACTOR's violation or non-compliance with NONDISCRIMINATION section of this contract; or
4. 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 been engaged in business operations in Cuba or Syria;
5. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is has engaged in a boycott of Israel

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Nondiscrimination. 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.

29. 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 an 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.

30. 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.

31. 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.

Confidentiality of Eligible Purchaser Operations. CONTRACTOR shall afford each Eligible Purchaser the same confidentiality protections described herein with respect to HCSO. CONTRACTOR shall not disclose any information concerning the operations, data, systems, or personnel of any Eligible Purchaser without the prior written consent of that Eligible Purchaser. Specific confidentiality obligations may be further defined in the applicable Supplemental Agreement.

32. Data Sovereignty. CONTRACTOR shall store and process all data belonging to HCSO and each Eligible Purchaser in compliance with the applicable jurisdictional requirements of that Eligible Purchaser. CONTRACTOR shall, upon

request, disclose the physical location(s) of data storage and processing for each Eligible Purchaser's data. Specific data residency requirements shall be defined in the applicable Supplemental Agreement or Statement of Work.

33. 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.

This Master Agreement shall be governed by the laws of the State of Florida. For disputes between HCSO and CONTRACTOR, venue shall lie in Hillsborough County, Florida. For disputes arising solely between CONTRACTOR and an Eligible Purchaser under a Supplemental Agreement, the parties may mutually agree in writing to an alternative governing law and venue appropriate to the Eligible Purchaser's jurisdiction, provided such choice does not conflict with the terms of this Master Agreement.

34. Provisions For Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards.

a. Eligible Purchasers that use United States federal grant or FEMA funds to purchase goods or services from this Master Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Eligible Purchasers may also require additional requirements based on specific funding specifications provided that any such additional requirements must be accepted in writing by CONTRACTOR for any such requirements to be binding on CONTRACTOR. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies in the event that (i) a Participating Entity will access CONTRACTOR's Equipment, Products, or Services with United States federal funds, and (ii) CONTRACTOR has provided its prior written consent.

b. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60- 1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

c. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, CONTRACTORS must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "CONTRACTORS and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each CONTRACTOR or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. CONTRACTOR must be in compliance with all applicable Davis-Bacon Act provisions.

d. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. CONTRACTOR certifies that during the term of an award for all contracts by HCSO resulting from this procurement process, CONTRACTOR must comply with applicable requirements as referenced above.

e. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement"

under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. CONTRACTOR certifies that during the term of an award for all contracts by HCSO resulting from this procurement process, CONTRACTOR must comply with applicable requirements as referenced above.

f. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). CONTRACTOR certifies that during the term of this Contract will comply with applicable requirements as referenced above.

g. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

h. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). CONTRACTORS must file any required certifications. CONTRACTORS must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. CONTRACTORS must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award. CONTRACTORS must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

i. RECORD RETENTION REQUIREMENTS. To the extent applicable, CONTRACTOR must comply with the record retention requirements detailed in

2 C.F.R. § 200.333. The CONTRACTOR further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

j. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, CONTRACTOR must endeavor to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

k. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, CONTRACTOR must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

l. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** CONTRACTOR agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of CONTRACTOR that are directly pertinent to CONTRACTOR's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to CONTRACTOR's personnel for the purpose of interview and discussion relating to such documents.

m. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTORS must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

35. **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 SUPPLIER 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.

AWARDED COMPANY

Hillsborough County Sheriff's Office

By: _____
Name, Title

By: _____
Chad Chronister, Sheriff

Date: _____

Date: _____

HCSO STAFF	APPROVED	DATE
DIST/DIV	_____	_____
LEGAL	_____	_____
FSD	_____	_____
DEPARTMENT	_____	_____
CHIEF DEPUTY	_____	_____
UNDERSHERIFF	_____	_____