



HILLSBOROUGH COUNTY SHERIFF'S OFFICE

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
[COMPANY NAME]**

This Master Term Contract Agreement, effective as of the date of execution, is made and entered into by [COMPANY NAME] ("CONTRACTOR") and the Hillsborough County Sheriff's Office ("HCSO"); and

WHEREAS, the HCSO wishes to establish a pool of qualified general construction contractors to provide facility renovation, repair, and general construction services on an indefinite delivery, indefinite quantity basis;

WHEREAS, Term Contract Quotation No. TC 2026-012, General Construction IDIQ, dated June 1, 2026, was issued by HCSO, and HCSO selected CONTRACTOR for award pursuant to the Term Contract;

WHEREAS, this Agreement establishes the governing master terms, conditions, maximum not-to-exceed rates, qualifications, and obligations applicable to CONTRACTOR under TC 2026-012;

WHEREAS, this Agreement does not authorize any specific construction project, does not guarantee any quantity of work, and does not create any minimum purchase obligation by HCSO;

WHEREAS, project-specific work shall be authorized only through individually executed Task Order Contracts and related Purchase Orders issued under this Agreement; and

WHEREAS, CONTRACTOR represents and warrants that it is qualified to perform the services required by HCSO as set forth under this Agreement, TC 2026-012, CONTRACTOR's TC Response, and any applicable Task Order Contract;

NOW, THEREFORE, the parties agree as follows:

- 1. Term of the Agreement.** The term of this Agreement shall be for **one (1)** year from the effective date of this Agreement. By written mutual consent between HCSO and CONTRACTOR, this Agreement may be renewed on an annual basis for up to **three (3)** additional **one (1)** year periods.

Contract extensions that do not alter any terms and conditions outlined in this Agreement or in TC 2026-012 General Construction IDIQ, as incorporated by reference, may be executed by the HCSO Procurement Office through the renewal process. Renewals involve a bilateral signature process, whereby both parties may extend the duration of this Agreement under the same terms and conditions, or with an approved price adjustment permitted under TC 2026-012. Any modification to the terms and conditions stated in this Agreement or in TC 2026-012 requires written mutual consent between HCSO and CONTRACTOR in the form of a written amendment to this Agreement.

In the event HCSO fails to exercise an option to renew before expiration of the then-current term, this Agreement shall continue in full force and effect on a month-to-month basis under the same terms and conditions unless HCSO communicates in writing that the Agreement will not be renewed.

The expiration of the Master Term Contract shall not, by itself, terminate any Task Order Contract that was fully executed before expiration, unless HCSO elects otherwise in writing. Any such Task Order Contract may continue solely for the purpose of completing the work authorized under that Task Order Contract, subject to the terms of this Agreement, the applicable Task Order Contract, and any applicable Purchase Order.

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

3. Term Contract and TC Response Incorporated by Reference. Term Contract Quotation No. TC 2026-012, General Construction IDIQ, dated June 1, 2026, including all appendices, attachments, amendments, addenda, and modifications thereto, and the TC Response submitted by CONTRACTOR in response to TC 2026-012, including any accepted clarifications, appendices, pricing, discipline designations, affidavits, qualification materials, and attachments, are hereby incorporated into and made a part of this Agreement by reference.

The incorporated documents include, as applicable, the following:

- a. TC 2026-012, General Construction IDIQ;
- b. All amendments and addenda issued by HCSO for TC 2026-012;
- c. CONTRACTOR's TC Response;
- d. Appendix I, Supplier Packet;
- e. Appendix II, Discipline Designation Form;
- f. Appendix III, Pricing and Self-Performance Affidavit;
- g. CONTRACTOR's Builder Qualification File;
- h. CONTRACTOR's W-2 Personnel Roster;
- i. Any project-specific Task Order Contract issued under this Agreement; and
- j. Any project-specific Purchase Order issued by HCSO.

The terms and conditions of the Term Contract and CONTRACTOR's TC Response, including any exhibits or attachments, shall govern the performance of the work and obligations of the parties under this Agreement to the extent they do not conflict with the terms of this Agreement.

In the event of any conflict between this Agreement, a Task Order Contract, TC 2026-012, and CONTRACTOR's TC Response, the terms of this Agreement shall govern first, followed by the applicable Task Order Contract for project-specific scope, schedule, deliverables, site requirements, and compensation, followed by TC 2026-012, and lastly CONTRACTOR's TC

Response, 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. No Guarantee of Work. This Agreement is an indefinite delivery, indefinite quantity master agreement. CONTRACTOR's execution of this Agreement establishes CONTRACTOR as an awarded contractor eligible to be considered for project-specific Task Order opportunities within the discipline categories awarded by HCSO.

This Agreement does not guarantee CONTRACTOR any work, project assignment, Task Order, minimum dollar amount, minimum quantity, or exclusive right to perform any services for HCSO. HCSO may award agreements to multiple contractors and may request proposals from one or more awarded contractors for any Task Order, at HCSO's discretion and in accordance with TC 2026-012.

The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. HCSO is free to engage others to perform services of the same or similar nature, and CONTRACTOR remains free to offer and provide services to other clients, subject to CONTRACTOR's obligations under this Agreement, any active Task Order Contract, and applicable confidentiality and security requirements.

5. Discipline Categories and Contractor Qualification. CONTRACTOR is awarded under this Agreement only for those discipline categories accepted by HCSO pursuant to CONTRACTOR's Appendix II, Discipline Designation Form, and related licensing and qualification materials.

CONTRACTOR shall maintain all licenses, registrations, certifications, personnel, equipment, and qualifications necessary to perform work within its awarded discipline categories. CONTRACTOR shall notify HCSO promptly of any suspension, expiration, limitation, loss, or material change affecting any license, certification, qualification, key personnel, W-2 workforce, or other requirement supporting CONTRACTOR's award.

6. Task Order Process. No work shall commence under this Agreement unless and until a Task Order Contract has been fully executed and a Purchase Order has been issued by HCSO.

Project-specific work shall be initiated through HCSO's Task Order process, which may include a Joint Scope Meeting, site visit, scope development, proposal request, CONTRACTOR proposal, HCSO review, Task Order Contract execution, and issuance of a Purchase Order.

Each Task Order Contract shall establish the project-specific requirements, which may include, without limitation:

- a. Site location;
- b. Scope of work;
- c. Deliverables;
- d. Schedule and substantial completion date;
- e. Compensation;
- f. Applicable pricing structure;
- g. Required permits;
- h. Required bonds, if any;
- i. Site-specific safety and security requirements;
- j. Closeout requirements; and

k. Any other project-specific terms approved by HCSO.

Only the HCSO Director of Construction Services, or an authorized designee, may initiate requests for services under this Agreement. No other HCSO division or department is authorized to independently request work from CONTRACTOR under this Agreement unless expressly authorized in writing by HCSO.

7. Open Book Pricing and Contract Ceilings. This Agreement establishes the maximum not-to-exceed rates that CONTRACTOR may apply to Task Order work. CONTRACTOR may propose lower rates for a specific Task Order, but CONTRACTOR shall not exceed the maximum rates established in this Agreement and CONTRACTOR's Appendix III pricing.

The following maximum not-to-exceed rates are incorporated into this Agreement:

Maximum Overhead Percentage: [REDACTED] %

Maximum Profit Margin: [REDACTED] %

Maximum Bonding Percentage, if applicable: [REDACTED] %

All Task Order proposals and invoices shall be prepared using the Open Book pricing model required by TC 2026-012. CONTRACTOR shall disclose actual labor, material, equipment, subcontractor, supplier, rental, and other applicable costs in accordance with TC 2026-012 before applying any approved maximum not-to-exceed rates, multipliers, pass-through charges, administrative markups, or other pricing components permitted by this Agreement, TC 2026-012, and the applicable Task Order Contract.

Every Task Order proposal and invoice shall prominently display:

- a. HCSO Master Contract Number TC 2026-012;
- b. The applicable Task Order Contract number;
- c. The applicable Purchase Order number;
- d. CONTRACTOR's approved maximum overhead, profit, and bonding percentages;
- e. The actual bare costs for labor, materials, equipment, and subcontractors; and
- f. The total compensation requested.

HCSO reserves the right to verify actual supplier invoices, subcontractor invoices, certified payroll records, labor records, and other supporting documentation to confirm compliance with the Open Book pricing model before payment is processed.

8. Escalation/De-Escalation of Master Agreement Pricing. HCSO will allow an escalation/de-escalation provision under this Agreement. The pricing established in this Agreement, including the maximum not-to-exceed rates, multipliers, or other pricing ceilings established by TC 2026-012 and CONTRACTOR's TC Response, shall have the opportunity to be adjusted during the renewal period for each term of this Agreement.

CONTRACTOR must notify HCSO's Procurement Office of any price escalation/de-escalation request a minimum of sixty (60) calendar days prior to the end of each one (1) year term for which this Agreement was awarded for the request to be considered. Any requested price escalation must be due to a factor beyond the control of CONTRACTOR and must be supported by written substantiation. Such substantiation may include invoices, receipts, supplier or manufacturer notices, subcontractor documentation, surety or bonding documentation, insurance documentation, Bureau of Labor Statistics Producer Price Index information, or other appropriate construction cost documentation showing costs in effect at the time of CONTRACTOR's TC Response compared to costs in effect at the time of the requested escalation.

Any price increase must be substantiated to the satisfaction of HCSO and shall only be effective upon acceptance by HCSO in writing. Approval of any escalation shall not alter any other terms or conditions of this Agreement, TC 2026-012, or any Task Order Contract unless expressly stated in a written amendment executed by both parties.

A price escalation request outside of the renewal process may be accepted at HCSO's sole discretion. Such request must reference, cite, and include any source materials used to form the basis of the proposed justification and must not include historical information prior to the initial Agreement term. The request must also include the same written substantiation documentation described above.

Price adjustments under this Section apply only to the master pricing terms, maximum not-to-exceed rates, multipliers, or pricing ceilings established under this Agreement. Project-specific pricing, change orders, equitable adjustments, schedule impacts, material substitutions, scope changes, and compensation adjustments for any individual Task Order Contract shall be handled exclusively through the applicable Task Order Contract, Task Order modification, Change Order, or other written project-specific authorization approved by HCSO.

9. Non-Prepriced Items. For specialized items, rental equipment, materials, or services not otherwise established by the Task Order pricing structure, CONTRACTOR shall comply with the Non-Prepriced Item requirements of TC 2026-012.

Unless otherwise approved in writing by HCSO, CONTRACTOR shall obtain at least three (3) competitive bids from independent suppliers for Non-Prepriced Items. HCSO may pay the actual invoice cost plus a fixed administrative markup not to exceed ten percent (10%). Non-Prepriced Items shall not exceed fifteen percent (15%) of the total Task Order value without prior written justification and approval by HCSO.

10. Self-Performance Requirement. CONTRACTOR shall self-perform at least fifty-one percent (51%) of the total labor and material value of every Task Order Contract using CONTRACTOR's own W-2 employees and company-owned equipment.

CONTRACTOR shall not act as a broker of the work. The use of subcontractors is permitted only to the extent allowed by TC 2026-012 and the applicable Task Order Contract, and specialized subcontracting shall not exceed forty-nine percent (49%) of the total Task Order value unless otherwise expressly permitted in writing by HCSO.

CONTRACTOR shall maintain records sufficient to demonstrate compliance with the 51% self-performance requirement, including, without limitation, W-2 personnel rosters, certified payroll records, Form 941 documentation, labor records, equipment records, subcontractor invoices, and other documentation reasonably requested by HCSO.

Failure to maintain or demonstrate compliance with the 51% self-performance requirement may constitute a material breach of this Agreement and may result in rejection of a Task Order proposal, withholding of payment, termination of a Task Order Contract, termination of this Agreement, default, or removal from the HCSO Supplier List.

11. Bonds. A Performance and Payment Bond is not required for the execution of this Master Term Contract Agreement. HCSO reserves the right to require a project-specific Performance and Payment Bond for any individual Task Order Contract exceeding \$100,000.00 or as otherwise required by applicable law or the applicable Task Order Contract.

When required, CONTRACTOR shall furnish the required bond before commencing work under the applicable Task Order Contract. No work shall commence until the bond has been approved by HCSO.

12. Indemnification. The 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 caused in whole, or in part, by the act or omission of the 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 CONTRACTOR, 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 CONTRACTOR or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

13. Certificate of Insurance. No Work shall commence in connection with this Agreement or any Task Order Contract until the 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 each applicable task order. 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.

14. Worker's Compensation Insurance. Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work performed under this Agreement and any Task Order Contract and in case any Work is sublet, the 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 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 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

15. 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.

- a. 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.

- b. 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

16. Completion of Work and Liquidated Damages. CONTRACTOR shall work diligently and shall complete all Work authorized by each Task Order Contract within the time established in the applicable Task Order Contract. The time stated for completion in a Task Order Contract shall include final cleanup of the premises and all work necessary for HCSO's inspection and acceptance.

This Agreement does not establish a single project completion date or a master liquidated damages amount. Because this Agreement is a Master Term Contract for indefinite delivery, indefinite quantity construction services, any liquidated damages applicable to delay, non-completion, or failure to meet project-specific milestones shall be established, if applicable, in the individual Task Order Contract authorizing the Work.

If liquidated damages are included in a Task Order Contract, they shall apply only to the Work authorized under that Task Order Contract and shall be assessed in the amount and manner stated therein. Liquidated damages shall not be assessed against CONTRACTOR because of delays in completion of the Work due to unforeseeable factors beyond CONTRACTOR's control and without fault or negligence on CONTRACTOR's part, subject to CONTRACTOR's obligation to submit proper documentation to the HCSO Project Manager for time extension consideration.

The Work under a Task Order Contract shall not be considered complete until final acceptance by the HCSO Project Manager or other authorized HCSO representative. Any withholding, assessment, or recovery of liquidated damages shall be handled at the Task Order Contract level and may be deducted from amounts due or thereafter becoming due under the

applicable Task Order Contract.

17. Nationally Recognized Testing Laboratory (NRTL). All items, equipment or construction materials purchased under or in support of this Agreement or any Task Order Contract, including equipment purchased by the HCSO for the CONTRACTOR to install, that are accepted, or certified, or listed, or labeled, or otherwise determined to be safe by a Nationally Recognized Testing Laboratory must be handled and installed in such a manner as to retain the Nationally Recognized Testing Laboratory certification, listing or label. Should the purchased items, equipment or construction materials lose their Nationally Recognized Testing Laboratory certification, listing or label as a result of the CONTRACTOR or its subcontractors actions the CONTRACTOR will be required to replace and reinstall the items, equipment or construction materials at no cost to the HCSO. Should the CONTRACTOR refuse to replace and reinstall the affected items, equipment or construction materials that shall be grounds for breach of this Agreement and any applicable Task Order Contract.

18. Damage to HCSO Property. CONTRACTOR shall be responsible for any loss of or damage to HCSO buildings, facilities, fixtures, grounds, vehicles, equipment, systems, materials, or other real or personal property caused in whole or in part by CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

CONTRACTOR shall immediately notify HCSO of any such loss or damage and shall, at HCSO's option, repair, restore, or replace the damaged property to HCSO's satisfaction at CONTRACTOR's sole cost and expense. If CONTRACTOR fails to promptly repair, restore, or replace the damaged property, HCSO may perform or procure the necessary corrective work and deduct the cost from any amounts then due or thereafter becoming due to CONTRACTOR under this Agreement or any Task Order Contract. If such amounts are insufficient, CONTRACTOR shall pay the remaining balance to HCSO upon demand.

19. HCSO's Right to Correct Work. If the CONTRACTOR should neglect to carry out the Work properly or fail to correct Non-Compliant Work or fail to perform any provision of this Agreement or any Task Order Contract, the HCSO, after 30 days written notice to the CONTRACTOR, may without prejudice to any other remedy he may have, including without limitation remedies against the CONTRACTOR's surety, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. In such case, HCSO shall be entitled to deduct from payments then or thereafter due CONTRACTOR the cost of correcting such failure, including compensation for the additional services and expenses of HCSO and HCSO's consultants made necessary thereby. If payments then or thereafter due CONTRACTOR are not sufficient to cover such amounts, CONTRACTOR shall pay the additional amount to the HCSO.

20. Breach of Contract terms. HCSO reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Agreement or any Task Order Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any contract term. If the CONTRACTOR or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

21. Closeout. Upon receipt of the request from the Contractor for a specific Task Order Contract, 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 for the applicable Task Order Contract. Warranty/Guarantee periods will commence at the issuance of the Certificate of Completion for the applicable Task Order Contract.

22. Warranty of Construction. CONTRACTOR warrants that work performed under this Agreement and any Task Order Contract conforms to the project specifications and is free of any defect in equipment, material, or workmanship performed by CONTRACTOR or any subcontractor or supplier. This warranty shall continue for a period of one (1) year from the issuance of the Certificate of Completion for the applicable Task Order Contract, or such longer period as may be required by the applicable Task Order Contract, manufacturer warranty, or law.

CONTRACTOR shall remedy, at CONTRACTOR's expense, any failure to conform or any defect. In addition, CONTRACTOR shall remedy, at CONTRACTOR's expense, any damage to HCSO-owned or controlled real or personal property when that damage is the result of CONTRACTOR's failure to conform to project requirements or any defect in equipment, material, or workmanship.

CONTRACTOR shall obtain all warranties that manufacturers or suppliers would give in normal commercial practice. All such warranties shall be for the benefit of HCSO and shall be delivered to HCSO upon project completion.

23. Site Staging, Safety, Security, and Access Control. CONTRACTOR acknowledges that HCSO facilities may include 24/7 high-security environments, detention facilities, occupied facilities, public safety facilities, and other sensitive locations. Work must be performed with minimal disruption to HCSO operations.

CONTRACTOR shall comply with all security, access, background check, escort, staging, tool control, attire, safety, dust containment, debris removal, and facility operation requirements stated in TC 2026-012 and any applicable Task Order Contract.

When applicable, personnel or contractors performing Work at HCSO facilities will be escorted by HCSO personnel at all times. It should be understood that the Work could be interrupted by an emergency, safety, or security issue at any time. No additional charges will be allowed due to this type of service interruption unless expressly approved in writing by HCSO.

All persons entering any HCSO facility shall comply with HCSO rules regarding prohibited items, clothing restrictions, background checks, access procedures, and conduct. In detention environments, CONTRACTOR shall maintain strict tool inventory and accountability, accounting for all tools and items at the start and end of every shift.

24. Assignment. The CONTRACTOR will not assign, transfer, convey, or otherwise dispose of this Agreement, any Task Order Contract, or any part thereof, or of its right title or interest therein or its power to execute this Agreement, any Task Order 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.

25. Default. The Agreement or any Task Order Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the CONTRACTOR upon non-performance or violation of Contract terms. An award may be made to the next best responsive and responsible Contractor based on the applicable Term Contract process, or articles, services, or work specified may be purchased on the open market similar to those so terminated. Failure of

the CONTRACTOR to deliver service, materials, work, or items within the time stipulated in this Agreement, TC 2026-012, or any Task Order Contract, unless extended in writing by the Financial Services Division or other authorized HCSO representative, 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.

26. 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.

27. Emergency. If and when an emergency requirement should occur, HCSO reserves the right to deviate from this Agreement or any Task Order Contract and procure the necessary work, services, materials, equipment, or items from the most available source.

28. Final Inspection and Acceptance. Final inspection and acceptance of all items and services specified for delivery under this Agreement or any Task Order Contract shall be accomplished by the Project Manager or his duly authorized representative.

29. Invoicing and Payment. CONTRACTOR shall submit invoices in accordance with TC 2026-012, this Agreement, and the applicable Task Order Contract. Invoices shall be properly itemized and shall include the HCSO Purchase Order number, HCSO Master Contract Number TC 2026-012, and the applicable Task Order Contract number.

Invoices shall reflect the Open Book pricing model and shall show the actual bare costs for materials, labor, equipment, subcontractors, and other approved costs, together with the application of CONTRACTOR's approved maximum not-to-exceed overhead, profit, and bonding multipliers.

HCSO reserves the right to request copies of actual supplier invoices, subcontractor invoices, certified payroll, labor records, or other supporting documentation to verify the Open Book components before payment is processed.

Invoices shall be submitted to HCSO in the manner required by TC 2026-012 or the applicable Task Order Contract. Unless otherwise directed in the applicable Task Order Contract or in writing by HCSO, invoices shall be submitted to AccountsPayable@HCSO.Tampa.FL.US.

Payment shall be made in accordance with Chapter 218, Part VII, Florida Statutes, which states the Supplier's rights and HCSO's responsibilities concerning interest penalties and time limits for payment of invoices.

30. 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.

31. 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.

32. 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.

33. 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 Agreement. 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 Agreement will be required to electronically sign a confidentiality agreement.

34. 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.

35. 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.

36. No Third Party Beneficiaries. This Agreement 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.

37. 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 for task orders in accordance with the INSURANCE Section of this Agreement.
 - 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.
 - vii. CONTRACTOR fails to maintain the licensing, registrations, certifications, personnel, equipment, or qualifications required by TC 2026-012, this Agreement, or any applicable Task Order Contract.
 - viii. CONTRACTOR fails to comply with the 51% self-performance requirement; or
 - ix. CONTRACTOR acts as a broker of the Work or materially misrepresents its self-performance capacity, W-2 workforce, licensing, discipline qualifications, or Open Book pricing documentation.

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.

38. 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.

39. Entire Agreement. This Agreement, TC 2026-012, CONTRACTOR'S TC Response, all incorporated documents, and all fully executed Task Order Contracts constitute the Contract Documents between the parties. This Agreement establishes the master terms and conditions

applicable to CONTRACTOR's award under TC 2026-012. Project-specific obligations shall be established only through fully executed Task Order Contracts and related Purchase Orders.

40. 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.

[COMPANY NAME]

Hillsborough County Sheriff's Office

By: _____

Signatory Name, Title

By: _____

Chad Chronister, Sheriff

Date: _____

Date: _____

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