



COLLIER COUNTY SHERIFF'S OFFICE

Standard Contract Provisions

The following are standard requirements of the Collier County Sheriff's Office (CCSO) for use in Non-Standard (Contractor/Consultant/Vendor provided) contracts. These requirements are considered non-negotiable subject to the Sheriff's (or his Designee's) final approval.

1. **Compliance with Laws:** By executing and entering into a Contract with the CCSO, the Contractor/Consultant/Vendor (Contractor) is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all Federal, State and Local Laws, Codes, Statutes, Ordinances, Rules, Regulations, and Requirements applicable to this Contract, including, but not limited to:
 - a. Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended;
 - b. Taxation;
 - c. Workers' Compensation Law;
 - d. Equal Employment Act;
 - e. State and County Safety and Occupational Health Standards and any other applicable rules and regulations;
 - f. Occupational Safety and Health Administration (OSHA).
2. **Rights to Terminate Contract:** This Agreement may be sooner terminated on the first to occur of any of the following:
 - 2.1: **Termination for Cause:** The CCSO may terminate the awarded contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
 - a. The CCSO shall provide the Contractor with (15) business days' notice of conditions endangering performance. If after such notice the Contractor fails to remedy the condition contained in the notice, the CCSO shall issue an order to stop work immediately.
 - b. The CCSO shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
 - 2.2: **Termination by Mutual Agreement:** With the mutual agreement of both parties upon receipt and acceptance of not less than (15) business days' written notice, the awarded contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
 - 2.3: **Termination for Special Situations:** Either party may terminate the awarded contract immediately following (15) business days' written notification to the other documenting the occurrence of any of the following:
 - a. In the event there is a change in the Office of Sheriff due to an election, resignation or death and the Sheriff-elect makes the decision not to continue the awarded contract.
 - b. The Contractor or any of its principals are debarred, suspended, proposed for debarment or declared ineligible to participate in the State of Florida SPURS System under the provisions of Section 287.133(3)(a), Florida Statutes or pursuant to Rule 60A-1.006 F.A.C.
 - c. Insolvency, bankruptcy or receivership of the Contractor.
 - 2.4 **Suspension of Work.** The CCSO may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of CCSO to do so. The CCSO shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the CCSO shall either (1) issue a notice authorizing

resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

2.5: Termination for Convenience. The CCSO, by written notice to the Contractor, may terminate the Contract in whole or in part when the CCSO determines in its sole discretion that it is in CCSO's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

2.6: Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the CCSO in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the CCSO. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the CCSO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the CCSO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to CCSO, in which case the CCSO may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

- 3. Antitrust Assignment.** The Contractor and CCSO recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the CCSO. Therefore, the contractor hereby assigns to the CCSO any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
- 4. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 5. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the CCSO in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 6. Waiver of Breach:** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof. Failure by the Contractor to comply with the laws referenced in the contract shall constitute a breach of the contract and the CCSO shall have the discretion to unilaterally terminate the contract immediately.
- 7. Confidentiality of Information:** Contractor agrees that all CCSO files, records, and electronic communications are the exclusive property of the CCSO and all information contained therein is confidential and is not to be discussed, copied, published or disseminated to any individual or organization outside of the CCSO without the expressed written approval of the CCSO. In compliance with Florida Public Records Act, F.S. Chapter 119

specifically including those contractual requirements at F.S. 119.0701(2)(a)-(d) and (3) and the Florida Sunshine Law, F.S. Chapter 286.

8. Indemnification: Subject to the limitation set forth in F.S. 768.28. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless CCSO, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of CCSO.

Further, the Contractor shall fully indemnify, defend, and hold harmless CCSO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the CCSO's misuse or modification of Contractor's products or the CCSO's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the CCSO the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the CCSO the right to continue using the product, the Contractor shall remove the product and refund the CCSO the amounts paid in excess of a reasonable rental for past use. The CCSO shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon CCSO giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

The Contractor shall not be liable for any cost, expense, or compromise incurred or made by CCSO in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

9. Payment(s): Upon proper invoice and in compliance with F.S. 218.70, otherwise known as the "Local Government Prompt Payment Act."

10. Tax Exemption: CCSO is exempt from the payment of Florida Sales Tax to its Contractors under F.S. Chapter 212 Certificate of Exemption: 85-8012621852C-4, Expires 9/30/22.

11. Travel Expenses: Must be in compliance with F.S. 112.061

12. Automatic Renewals: Replace with annual options and written notification per standard CCSO renewal requirements.

13. Limitations of Liability: Subject to review and modification by the CCSO.

14. Referral to other documents: Contractor must provide any associated documents, which may have been referenced but not attached to the contract, including links to websites.

15. Prevailing Language: Wherever the terms and/or conditions of the Contract conflict with CCSO requirements, the provisions of the terms and/or conditions that are the most favorable to the CCSO and/or provide the greatest protection to the CCSO shall govern.

16. Independent Contractor: The CCSO expressly acknowledges that the Contractor is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship or any other relationship allowing CCSO to exercise control or discretion over the manner or method by which the Contractor performs hereunder.

17. Attorney's Fees: In the event of litigation concerning this Agreement, the CCSO and Contractor shall each be responsible for their own attorney's fees and costs.

18. Governing Law: The parties mutually agree that this is a Florida contract to be performed in Florida, and further that any litigation arising hereunder shall be brought and completed in Collier County, Florida and other pertinent

Florida courts and further that neither party shall seek to remove such litigation from Circuit Courts or Appellate Courts of the State of Florida by application of conflict laws or any other removal process to any Federal Court or court not in Florida.

19. Venue: Collier County

20. Legal Representation: CCSO has no obligation to provide legal counsel or legal defense to the Contractor in the event a suit, claim or action of any character is brought by any person not party to this Agreement against the Contractor as a result of or relating to the Contractor's obligations under this Agreement. In addition, CCSO has no obligation for the payment of any judgment or settlement of any claims made against the Contractor as a result of or relating to the Contractor's obligations under this Agreement. The Contractor will give immediate notice to CCSO of any claim or suit made or filed against the Contractor on any matter pertaining to this Agreement. The Contractor will cooperate, assist and consult CCSO in any claim, suit, or action made or filed against CCSO as a result of or relating to the Contractor's obligations under this Agreement.

21. Completeness of Contract: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

22. Matters to be disregarded: The titles of the several sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provision of this Agreement.

23. Personnel: The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees or have any contractual relationship with the CCSO. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.

24. Insurance: The Contractor agrees that as a provision of his/her independent contractor status, he/she is responsible for the below listed insurance coverages. The Contractor will provide CCSO with original Certificates of Liability Insurance as proof of coverage. Any lapse, cancellation or reduction in coverage will be considered a material breach.

24.1: Any and all Worker's Compensation arrangements required of the Contractor by the State of Florida with a minimum employer's liability of \$100,000 per accident.

24.2: General Liability: The Contractor shall warrant that it and all of its employees shall have general liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate annually naming the CCSO as additionally insured.

24.3: The Contractor will secure and maintain Automobile Liability Insurance covering all owned and hired vehicles used in connection with the Contractor's obligations under this Agreement, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

25. Assignment: The Contractor may not assign this Agreement to any other corporation, partnership or individual without the express written consent of CCSO.

26. Severability: In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

27. Disclaimer: Due care and diligence has been exercised in the preparation of this ADDENDUM, and all information contained herein is believed to be substantially correct. Neither the CCSO nor its representatives shall be responsible for any error or omission in this request, nor for the failure on the part of the Contractor to determine the full extent of the exposure.

Risk of Loss: Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the CCSO shall: record any evidence

of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a CCSO rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the CCSO shall have the right to dispose of it as its own property. Contractor shall reimburse the CCSO for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

28. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 252-0630, RECORDS@COLLIERSHERIFF.ORG, OR COLLIER COUNTY SHERIFF'S OFFICE, CENTRAL RECORDS BUREAU, 3319 TAMAMI TRAIL EAST, NAPLES, FL 34112.

(14-point font size and bold print are legally required by 119.0701 F.S.)

- 29. CCSO does not waive, and nothing in this agreement shall be construed as a waiver of its right to sovereign immunity under 768.28 of the Florida Statutes.
- 30. **Engagement of Contractor:** CCSO agrees to contract with Contractor and Contractor agrees to perform the services listed herein.
- 31. **FOB Destination:** The Freight on Board point shall be Destination. Risk of loss of any goods sold to the CCSO shall transfer to the CCSO at the time and place of delivery; provided that risk of loss prior to the actual receipt of the goods by the CCSO nonetheless remains with the Contractor.
- 32. **Notices:** Any notices, bills, invoices or reports required by the Agreement shall be sufficient if sent by the parties hereto via United States Postal Service, FedEx, UPS, etc. postage paid to the address noted below:
Collier County Sheriff's Office
Attn: Accounts Payable
3319 Tamiami Trail East
Naples, FL 34112
Email address for electronic invoices: accountspayable@colliersheriff.org
- 33. **Electronic Signatures:** Florida State Statute 668.50, Uniform Electronic Transaction Act, allows digital/e-signatures to be accepted in the State of Florida. The Federal Government's e-sign Act is the enabling legislation allowing for electronic business across state lines.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officers, have set their hands and seals hereto as of the day and year first above written.

ACKNOWLEDGED AND AGREED TO BY:

COLLIER COUNTY SHERIFF'S OFFICE
(CCSO)

BY: _____

Kevin Rambosk, Sheriff

Date: _____

Witnessed: _____

(Contractor)

BY: _____

Printed Name/Title: _____

Date: _____

Witnessed: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.