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Cal Henderson, Sheriff

HILLSBOROUGH COUNTY
TAMPA, FLORIDA 33601

FISCAL BUREAU
2008 E. 8th Avenue
Tampa, FL 33605

Violet Bachmann
Senior Procurement Analyst
(813) 247-8029

REQUEST FOR PROPOSAL: Wireless Data System and/or Services
PROPOSAL NUMBER: 14-04

INSTRUCTIONS TO PROPOSERS

Included herein are Proposer Instructions/General Terms and Provisions (Section 1) Project Scope (Section 2); Price Requirements (Section 3) and the Contract Requirements (Section 4) together with all attachments, constitute the entire "Proposal Package". The proposal package must be the basis upon which all proposals are offered. The Proposer must manually sign the Proposal Signature Form provided in **Appendix B** page 68.

Questions concerning this proposal package should be directed to the Buyer whose name appears above.

When awarded, the proposal package becomes the "Contract Document". The Proposer's signature on the proposal constitutes Proposer's agreement to the terms therein. The Proposal Signature Form (**Appendix B** page 68) must be signed by an Officer of the Company, or an individual authorized to commit the Company to a legal and binding contract. READ THE ENTIRE PROPOSAL CAREFULLY BEFORE SIGNING.

NOTICE TO PROPOSERS

WHEN SUBMITTING A SEALED PROPOSAL, ALL PROPOSAL SUBMISSIONS SHOULD BE CLEARLY MARKED AS A PROPOSAL DOCUMENT. THIS IDENTIFICATION SHOULD INCLUDE THE PROPOSAL NUMBER, PROPOSAL TITLE AND DATE DUE AND TIME ON THE OUTSIDE OF THE ENVELOPE.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

REQUEST FOR PROPOSAL FOR
Wireless Data System and/or Services

PROPOSAL NO. 14-04

LETTER OF INTENT TO PROPOSE

The undersigned intends to respond. We understand that any changes, clarification and addenda to the RFP will be promptly communicated to the individual authorized below to receive this information.

Name: _____

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

REQUEST FOR PROPOSAL FOR
Wireless Data System and/or Services

PROPOSAL NO. 14-04

PRE-PROPOSAL CONFERENCE CONFIRMATION

If planning to attend the pre-proposal conference on July 6, 2004, 10:00AM, this form must be completed and faxed to 813-247-0907 or delivered to the Purchasing Section by June 25, 2004.

Name: _____

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

Number of Persons: _____

*** Note: If planning to attend this form must be faxed to 813-247-0907 or delivered to the Purchasing Section in advance of the pre-proposal conference date.**

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

REQUEST FOR PROPOSAL FOR
Wireless Data System and/or Services

PROPOSAL NO. 14-04

HCSO FACILITIES SITE VISIT CONFIRMATION

If planning to attend the facilities site visit on July 7, 2004, 8:00AM, this form must be completed and faxed to 813-247-0907 or delivered to the Purchasing Section by June 25, 2004.

Name: _____

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

Number of Persons: _____

*** Note: If planning to attend this form must be faxed to 813-247-0907 or delivered to the Purchasing Section in advance of the pre-proposal conference date.**

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 E 8th Avenue
Tampa, FL 33605

PROPOSER:

Name: _____

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

SUBJECT: Request for Proposal Number 14-04

PROPOSAL TITLE: Wireless Data System and/or Services

PRE-PROPOSAL CONFERENCE: July 6, 2004 at 10:00AM Eastern Time

PLACE: Hillsborough County Sheriff's Office
SOD Roll Call Room
2224 North Falkenburg Road
Tampa, FL 33619

CLOSING DATE and TIME: July 29, 2004 at 3:00PM Eastern Time

PLACE: Sheriff's Operation Center
Purchasing Office, Room 125
2008 E 8th Avenue
Tampa, FL 33605

Proposals will be received until the time and date shown.

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PREFACE

Background

Hillsborough County and Hillsborough County Sheriff's Office

Hillsborough County, a political subdivision of the State of Florida, is located on the west coast of Florida and encompasses 1,072 square miles of which 932 comprise the unincorporated area of the County. The 2000 U.S. Census credits the County with 998,948 residents, 65% or 644,668 of who live in the unincorporated area. The unincorporated area is the primary service area for the Hillsborough County Sheriff's Office (HCSO) law enforcement activity.

The HCSO augments the law enforcement capabilities of the three municipalities, each of which has its own law enforcement agency. A seven-member Board of County Commissioners (BOCC) governs the County. An appointed County Administrator supports the Board.

Hillsborough County elects five constitutional officers: the Tax Collector, Property Appraiser, Clerk of the Circuit Court, Supervisor of Elections and the Sheriff.

The Sheriff is the Chief Law Enforcement Officer of the County and is elected by the people to serve a four-year term. As a Constitutional Officer, the Sheriff has the authority to extend his powers to individuals whom he deputizes and who assist him in carrying out his work. The Sheriff's duties include traditional law enforcement responsibility, maintenance of security for all the courts within the State's Thirteenth Judicial Circuit (comprised only of Hillsborough County), the execution of all court process and capias served in the Circuit; and operation of the County's three detention facilities. The Sheriff is solely responsible to the Governor for the execution of all State laws within the County.

The Hillsborough County Sheriff's Office provides services to both the unincorporated and incorporated communities within the County. The FY2003-2004 adopted budget is \$264.3 million.

The HCSO is organized into four departments: Enforcement Operations, Detention, Administration, and Executive Support. Each Department is subdivided into divisions, bureaus, sections and units. Funded staff for the current fiscal year includes: 1,173 for Enforcement, 853 for Detention, 1,253 Civilian, and 117 court services certified positions.

1.0 PROPOSER INSTRUCTIONS / GENERAL TERMS AND PROVISIONS

1.1 Significant Dates

1.1.1 Project Background

The HCSO is in the process of implementing a new Computer Aided Dispatch (CAD), Records Management System (RMS), and Field Reporting system. This new system will provide more functionality and capabilities compared to what is in use today. With the new functionality, there is a need for new wireless capabilities.

The HCSO is seeking a new wireless infrastructure for data communication for the new CAD, RMS, and Field Reporting system. The wireless infrastructure will also be used for other law enforcement type field activities such as making web based inquires, small file transfers, etc.

The HCSO will consider all options available that meet the requirements including but not limited to cellular carriers, private radio systems owned by the HCSO, private radio services sold or leased to the HCSO, and public service providers that resell a service to the public at large.

1.1.2 Proposer Background

Contracts will be made only with responsible contractors who possess the ability to perform successfully under the terms and conditions of this proposed procurement. Consideration will be given to such matters as quality, contractor integrity, record of past performance, financial standing and technical resources and/or accessibility to other necessary resources.

Each firm submitting a proposal must have established a state and/or national reputation for the planning, supplying, installing and maintaining of their systems.

1.2 Significant Dates

It is intended that the following dates will govern this procurement:

RFP Issue Date	June 14, 2004
Written Questions Due	June 25, 2004
Pre-Proposal Conference	July 6, 2004
HCSO facilities site visit opportunity	July 7, 2004
Notice of Intent to Propose	July 12, 2004
Additional Written Questions Due	July 19, 2004
Proposals Due	July 29, 2004
Evaluation Period	August 1 through 20, 2004
Top Ranked Proposer Selected	August 23, 2004
Notice To Proceed	August 26, 2004
Estimated Project Completion	June 1, 2005

1.3 Obtaining RFP

RFP's may be obtained by contacting the following web site:

<http://www.hcso.tampa.fl.us/>

On the left hand side of the home page, click on "Bid List" in the blue section

Click on "FY 2004 List"

Click on Bid Number 14-04 to access the web page for this RFP

Instructions on the RFP page will guide you through the various sets of files.

On-Line Documents: The Hillsborough County Sheriff's Office is publishing documents on its web page for the convenience of proposers wanting to do business with the Sheriff and to save tax dollars. This service is public record and the Sheriff is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a proposal.

1.4 Key Contact Person and Issuing Agent

This RFP is being issued by the Hillsborough County Sheriff's Office, Inspectional Services Division. Potential Proposers are specifically directed NOT to contact any Sheriff's Office personnel for meetings, conferences or technical discussion related to the RFP. Unauthorized contact with any Sheriff's Office personnel may be cause for rejection and disqualification of Proposer's RFP response. All questions and communications regarding responses to the RFP should be referred in writing to:

Purchasing Section
P. O. Box 3371
Tampa, Florida 33601
Fax: 813-247-0907
Telephone: 813-247-8029
Email: rms_cad@hcso.tampa.fl.us

All inquiries, either oral or written, and all responses thereto, unless in the form of a formal amendment to this RFP, are not a part of this document and as such, cannot have any legal or contractual basis.

1.5 Pre-Proposal Conference/Questions

A pre-proposal conference will be held on July 6, 2004 at 10:00AM to answer questions about the RFP. Although not mandatory, the Proposer's attendance is highly recommended. It will be held in the Special Operations Division (SOD) Roll Call Room at Hillsborough County Sheriff's Office located at 2224 North Falkenburg Road, Tampa, Florida, 33619. The purpose of the conference will be to provide Proposers an overview of the RFP requirements, and to answer questions.

So that the HCSO may be prepared with answers at the Pre-Proposal Conference, Proposer should submit written questions pertaining to the RFP to the HCSO Purchasing Section, ten calendar days prior to the scheduled pre-proposal conference. This will allow adequate time to prepare a response to the question(s)/clarifications at the pre-proposal conference. If any questions cannot be answered at the Pre-Proposal Conference, or if changes to the RFP are required, they will be contained in an Addendum to be issued as soon as practicable following the conference. Verbal questions may be asked and will be discussed at this conference at a time set aside specifically for this purpose; answers will not be considered binding until officially answered in writing by the HCSO in the form of an RFP Addendum. All Proposals are due on July 29, 2004 at

3:00PM. (Refer to schedule provided in Section 1.2). There will be no obligation assumed by the HCSO to respond to any questions received after this time.

1.6 Notice of Intent to Propose

All Proposers planning to submit a proposal are requested to submit the Proposal Acknowledgment Form stating their intent by July 12, 2004.

1.7 Proposals

Proposals must be contained in a SEALED envelope addressed to: Cal Henderson, Hillsborough County Sheriff, 2008 E 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the proposal package must be marked on the outside of the envelope as a PROPOSAL DOCUMENT including the proposal number, proposal title and the date and time due. Proposals will not be accepted after the due date and time under any circumstances. Such proposals will be returned to the Proposer unopened with the notation "This Proposal Was Received After the Time Designated For the Receipt and Opening of Proposals". One original and ten (10) paper copies of the Proposal must be presented. Proposal openings are open to the public.

Proposers are responsible for their proposals being received by the Sheriff's Office on or before the stated time and date. Ensuring timely delivery is solely and strictly the responsibility of the Proposer. The Sheriff will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery.

1.8 Proposer's Proposal Format

This RFP is a request for Wireless Data System and/or Services.

All proposals will be submitted with an original and ten copies on the forms provided in this document and assembled in the manner noted in the following, in page number order, to ensure that each proposal is reviewed and evaluated properly. The original copy **MUST BE MARKED AS AN ORIGINAL** on the front of the document. If additional pages are required for further description, 8-1/2" x 11" sheets must be used. **DO NOT DEVIATE FROM THIS FORMAT.**

In order to fairly evaluate all proposals, a uniform proposal format is required. Proposals are to be bound (loose-leaf binders are sufficient) and numbered using similar sections and page numbering schemes as used in this RFP. Response forms provided in the RFP must be included as part of the pertinent sections. Major sections are to be 1.0, 2.0, 3.0, etc., as described below. Electronic forms for entry are allowed (Section 2, and Appendices), but paper must be submitted.

Section 1.0: Introduction, Qualifications and References

Cover Letter: Submit a copy of the cover letter on your letterhead signed by the responsible official in your organization, certifying the accuracy of all information in your proposal, and certifying that your proposal will remain valid for 180 days from the due date of the proposal. It should also include the names of individuals within the company to contact for technical, pricing, and contractual questions. In addition, state your commitment to provide a fully functional integrated system. The cover letter should be no longer than two (2) pages in length and will serve as an introduction to and summary of the

proposal. Following the cover letter, the signed **Proposal Signature Form** found in **Appendix B** must be included.

Executive Summary: Submit an introductory narrative of your proposal covering the main features and benefits that distinguish it, in non-technical terms. Do not exceed three pages or include any price information.

Qualifications and References (discuss the following):

1. **Company Background.** This should address the company's accomplishments in the arena that is the subject of this RFP.
2. **Project Office.** State the location of the Project Office from which project management and technical personnel will be assigned.
3. **Financial Data.** Proposers are required to submit audited financial statements for the past two (2) years.
4. **Personnel.** Provide evidence to assure that the Proposer has or will supply adequate personnel to furnish the services offered satisfactorily and expeditiously. At a minimum, resumes of personnel to serve in key positions on the project are to be provided.
5. **Client References.** Submit all customer references, with project description, for other customers with similar systems to the one you are proposing that have been implemented in the last five years (between 1999-2003). Include a name and telephone number with each reference, along with customer's name and address.
6. **Use of Subcontractors.** Discuss the work that may be accomplished by Subcontractors, which are to be used, and provide references for previous projects for the Subcontractor, and for occasions when the Proposer/Sub-Contractor relationship was the same as that being proposed for this project.
7. **Contractor and Subcontractor Information:** Provide information about the Proposer(s) as requested in the Form in **Appendix A** (e.g., Number of employees; Number engaged in the specific service, number and status of lawsuits filed against the firm during the last five years).

Appendix A Proposer Survey Response Forms: The remainder of the forms in **Appendix A** must be completed and submitted as part of this section of the response.

Section 2. 0 Implementation and Service Proposal

Submit details on your proposal for implementation of new system. This must include the responses to all requirements in Section 2 Systems and Infrastructure including the forms for Section 2.

Include a detailed, preliminary implementation plan, including a training plan and training hours. The Proposer must provide a detailed plan for implementing the proposed system and for providing training and ongoing support. This information **MUST** include:

- Project organization chart
- Overview of Implementation Methodology
- Sample Project Plan

- Overview of proposed training, including options for on-site or off-site training services, for project team, system end users, Communications Maintenance, and Information Technology personnel. If training is assumed to be part of the implementation services work effort, please separate the number of hours from the rest of the implementation tasks and specify this clearly.

Section 3.0: Price Proposal

Submit your price proposal as specified in RFP Section 3. Follow the instructions in RFP Section 3 for preparing cost summary spreadsheets, explanatory notes, and back-up details. The **Signature Forms** must be provided (see **Appendix B**) and the **Proposer Price** format followed as outlined in **Appendix B**.

SPECIAL NOTE: Failure to include in the proposal all information outlined above may be cause for rejection of the proposal. All firms submitting proposals agree to follow the duly established evaluation process outlined in this RFP.

1.9 Explanation of Competitive Sealed Proposal Method

The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers will be responsible to submit technical proposal(s) based upon their design that will accomplish the intended purpose as set forth herein.

Competitive Sealed Proposals differ from Competitive Sealed Bids in several areas: This solicitation is for PROPOSALS.

1. All criteria for evaluation will be set forth in the proposal documents. The criteria set forth will be used to determine the best proposal.
2. Discussions may be held with all responsible Proposers after proposals are opened for purposes of clarification. Proposers will be given equal treatment with respect to discussions held and all information obtained is to obtain the best possible offers for the Sheriff's Office.
3. Award will be made to the responsible Proposer whose proposal is determined to be the most advantageous to the Sheriff's Office taking into consideration only the evaluation factors set forth in the proposal.
4. Proposers may be required to negotiate a mutually agreeable contract prior to award. This contract will provide all regular protection to both parties.

1.10 Evaluation and Award Criteria

Proposal evaluation will follow the procedure detailed below:

1. Proposals will be first examined, after the due date and time, for compliance with general RFP requirements to determine if minimum requirements have been met.
2. The Hillsborough County Sheriff's Office will then review all proposals, conduct telephone references and evaluation activities. Proposals will be evaluated by a qualified HCSO team based on the evaluation criteria provided in this section.
3. Proposers will be ranked following the completion.
4. Top proposers will be required to provide a presentation to the HCSO evaluation team and members of the HCSO leadership team.

5. Contract negotiations with the top ranked Proposer will begin immediately upon the notice that the Proposer has been selected.
6. The NTP will be issued upon full contract execution.

Evaluation of proposals will be based upon but not limited to the following criteria:

- Quality, clarity, and responsiveness of proposal in conformance with instructions, conditions, and format contained herein.
- Qualifications and references.
- Cost and quality of software services.
- Cost and quality of technical hardware architecture proposed.
- Cost and quality of implementation services.
- Implementation approach
- Demonstrated successful performance of proposed solution in the public sector.
- System maintenance, upgrades, and ongoing technical support.
- Proposer financial stability and industry reputation.

The Evaluation Hierarchy is as follows:

1. Coverage, reliability, throughput
2. Qualifications, references, and implementation proposal
3. Service, maintenance, contract proposal and pricing

1.11 Alternatives

Where deviations from the specifications may result in lower cost or improved performance, Proposers are encouraged to describe in writing, systems that meet the specification as well as a suggested alternative in sufficient detail to permit evaluation. Proposers will explain why the alternate proposal will provide equivalent or improved performance.

Any exceptions to the specifications must be stated on the provided forms. (See **Appendix A**) Options for all components may be offered, and will be accepted if deemed advantageous to the HCSO.

1.12 Award

Award will be made to the best responsive and responsible Proposer offering a service deemed acceptable for the Hillsborough County Sheriff's Office.

In the event two (2) or more Proposers have submitted the best proposal, preference may be given in the award in the following order. First, to the Proposer who has his/her principal place of business in Hillsborough County; second, to the Proposer who has a place of business in Hillsborough County; and, third, if the Proposers involved in the "tie proposal" situation are all located inside/outside Hillsborough County, the toss of a coin may be used to break the tie.

In the event of a default by the awarded Proposer, the Hillsborough County Sheriff's Office reserves the right to utilize the next best responsive and responsible proposer as the new awardee. In the event of this occurrence, the next best responsive and responsible proposer will be required to provide the proposal items at the prices as contained on their proposal for this specification.

1.13 Deviations

It is assumed that all HCSO specifications included in the Request for Proposal will be met by the Proposer. There must be specific reference made to any specifications or provisions for which the Proposer does not intend to meet. These exceptions must be listed on the **Proposal Exceptions Form** found in **Appendix A**. When material, sketches, descriptive literature, Proposer's or manufacturer's specifications which accompany the proposal contain information that can be construed or are intended to be a deviation from the HCSO specifications, such deviations must be specifically referenced and clearly identified in the response. Use the Proposal Exceptions form to identify such deviations in your response.

It is clearly understood by both parties, upon submission of a Proposal from a Proposer, that no representation, authorization, communication or understanding will be valid unless said representation, validation or authorization or other clarifications are submitted to the HCSO, in writing, and are responded to by the HCSO in writing.

The Proposer will be responsible for reading carefully and understanding completely the requirements in the specifications.

1.14 Restrictions for Proposal Submittals and Bid Award

A person or affiliate as defined in 287.133, Florida Statutes, who has been placed on the Convicted Proposer List maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a bid or a response to a request for proposal and may not be awarded to perform work as a contractor, supplier, subcontractor, or Proposer under a Contract with the HCSO; and may not transact business with the HCSO in an amount set forth in 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Proposer List.

Each Proposer will complete the Certification Form and will submit it with the RFP.

The HCSO will not be liable for any cost incurred in the preparation of these Proposals.

Any Proposer who withdraws their Proposal during the 180 day-period following the Proposal Due Date will forfeit their Proposal Security/Bid Bond deposit. Early submissions may be withdrawn up to and including the Proposal Due Date prior to the official proposal due date time without penalty.

No elected official, officer, agent or employee of the HCSO will have a financial interest directly or indirectly in this proposed Contract or the compensation to be paid under it, and further, that no HCSO employee who acts in the HCSO as a "purchasing agent" as defined by 112.312(20), Florida Statutes, nor any elected or appointed officer of the HCSO, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Proposer, and further, that no such HCSO employee purchasing agent, HCSO elected or appointed officer, or the spouse or child of any them, alone or in combination, has a material interest in the Proposer. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the Proposer.

1.14.1 Ownership of Proposals and Related Documents

All Proposals received from Proposers in response to this RFP will become the property of the HCSO and **will not be returned** to the Proposer. In the event of a Contract award, all documentation produced as part of the Contract will become the exclusive property of the HCSO. Responses to this RFP upon receipt by the HCSO will become “public records” subject to the provisions of Chapter 119 F.S., the Florida Public Records Law and F. S. Chapter 768.28.

Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire contents, or a major portion of the proposal is proprietary will not be honored. If the proposal contains trade secrets and confidential information, then that portion of the proposal is not open to public review even after the proposal award, provided that the Proposer has notified HCSO in writing that the proposal contains trade secrets and confidential information and designated the portions of the proposal which contain them.

1.15 Disputes

Any prospective Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all proposals will submit a notice of protest in writing within 72 hours (excluding official holidays, Saturdays and Sundays) to the HCSO Purchasing department by registered mail.

The RFP evaluation committee will have five working days upon receipt of this notice to meet and consider the dispute as written. The evaluation committee may request additional information from the vendor or request a meeting to gain further clarification of the issues. Upon completion of this review process the evaluation committee will make a recommendation to the Project Manager.

After review of the evaluation committee recommendation and the dispute notice, the Project Manager may concur with the evaluation committee or arrive at a separate decision. The decision of the Project Manager will be communicated to the vendor in writing. This decision and the basis upon which it was made will be communicated within 5 working days following the receipt of the recommendation from the evaluation committee.

A single appeal of the Project Manager’s decision is available by submitting a notice in writing within 72 hours (excluding official holidays, Saturdays and Sundays) requesting a Management review of the decision. The determination of HCSO Management regarding the decision of the Project Manager is final.

1.16 Terms and Conditions

1.16.1 HCSO’s Rights and Responsibilities

The HCSO reserves the right to reject any or all Proposals. The HCSO also reserves the right in its sole discretion to waive minor errors or irregularities in the Proposals or in the Proposal solicitation procedures, or submissions. The HCSO additionally reserves the right to negotiate a change in planned scope of services so as to increase or decrease same and to award a Contract with the firm who is not selected as the top candidate by the HCSO, if it is advantageous to the HCSO to do so. The HCSO will not be contractually or otherwise bound to any Proposer until a Contract has been executed by the HCSO.

The HCSO reserves the right to reject the Proposal of any Proposer if the HCSO believes that it would be in the best interest of the HCSO to do so, whether because the Proposal is not responsive, or the Proposer is unqualified, or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by HCSO, or for no reason at all. The HCSO reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.

The HCSO may terminate the contract without cause by giving thirty (30) calendar days written notice before termination.

1.16.2 Proposal Security/Bid Bond

Each Proposal will be accompanied by a Proposal Security/Bid Bond made payable to the Hillsborough County Sheriff's Office pledging that the Proposer will participate in the full RFP process as described herein and if evaluated as the top Proposer will then enter into a contract with the Hillsborough County Sheriff on the terms stated in his Proposal, and will furnish additional bonds as described hereunder. A guarantee that the contractor will enter into a contract, if it is awarded to him, and furnish such contract bond (sometimes called "performance bond") as is required by terms thereof.

The amount of the Proposal Security/Bid Bond will be one percent (1%) of the maximum amount proposed. The Proposal Security/Bid Bond will be a certified check, cashier's check, treasurer's check, bank draft, or Proposal Bond that meets the aforementioned requirements issued by a surety company licensed to conduct business in the State of Florida. Proposal Bonds will be written on the surety company's standard form, and the Attorney-In-Fact who executes the bond on behalf of the surety company will affix to the bond a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.

The Hillsborough County Sheriff will have the right to retain the Proposal Security/Bid Bond of Proposer to whom an award is being considered until either the (a) Contract has been executed and other bonds have been furnished i.e., the Performance Bond, or (b) the specified time has elapsed so that Proposals may be withdrawn, or (c) all proposals have been rejected.

1.16.3 Payment

The HCSO, during any fiscal year, will not expend money, incur any liability, or enter into any Contract which, by its terms, involve the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the recent fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the HCSO's option null and void or voidable, and in no event can money be paid on such Contract in excess of what is available for expenditure in any fiscal year. Nothing herein contained will prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made will be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

1.16.4 Proposer's Rights and Responsibilities

1. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the HCSO until the date and time set as the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be modified or withdrawn without penalty. Any Proposal not so withdrawn will constitute an irrevocable offer on the part of the Proposer for a period of 180 days to sell the HCSO the services set forth in this RFP, or until the HCSO executes a contract with a Proposer for the services covered in the Proposal, whichever first occurs.
2. If after reviewing the specifications and requirements of this RFP a company does not want to make a submittal, the proposer is asked to return the forms with "UN-ABLE TO SUBMIT A PROPOSAL", stating the reason and requesting that the company name be retained on the HCSO's mailing list. Otherwise, the proposer may be removed from the HCSO's bidder or Proposers' list
3. If within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed, written notice with the HCSO and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the HCSO by clear and convincing evidence that there was a material and substantial mistake and it is clearly evident on the face of the Proposal, then the Proposer may withdraw its Proposal and the Proposal Security/Bid Bond, if applicable, will be returned. Thereafter, the Proposer will be disqualified from further proposing on this project.
4. The successful Proposer will notify the HCSO if at any time it does not meet the requirements of an independent Consultant per IRS regulations so that appropriate action may be taken.
5. The successful Proposer is responsible for payment of all costs, taxes, licenses, permits, etc. required to perform these services unless specifically outlined otherwise in the RFP.
6. The successful Proposer will provide, pay for, and maintain in force at all times during the services to be performed, such insurance as outlined in the Insurance subsection of Section 4.9 of this RFP. Please have your insurance representative carefully review any insurance coverage's and conditions prior to submitting your Proposal to ensure compliance with the insurance requirements.
7. The successful Proposer is required to furnish indemnities to the HCSO, as outlined in the Indemnification subsection of Section 4.10 of this RFP.

1.16.5 Additional Terms and Conditions

1. Prices offered by the Proposer will **be firm** and not subject to increase during the term of any contractual agreement arising between the HCSO and the successful Proposer as a result of this RFP. Prior to the submittal of proposals, each Proposer will make and will be deemed to have made a thorough examination of the site of the Work and all conditions existing thereon. Further, they will carefully examine the complete contract documents including the Specifications.

2. Vendor will be responsible for ensuring design meets coverage requirements as stipulated in this RFP. Any work required above and beyond the vendor's original design as provided in response to this RFP in order to meet the requirements in this RFP are the sole responsibility of the vendor.
3. Additional work, if any, requested by the HCSO during the term of the contract will be paid for on a time and material basis or negotiated fee utilizing rates quoted in the proposal. Change Orders must be approved by the HCSO, and must be in writing. Changes may involve deletions (credits) as well as additions.
4. Competitive proposals will clearly indicate the *legal name*, address, and telephone number of the Proposer, and will indicate whether the Proposer is a corporation, general partnership, limited partnership, individual, or other business entity. Competitive proposals will be signed above the typed or printed name and title of the signer. The signer will have the authority to bind the Proposer to the submitted competitive proposal.
5. HCSO is *exempt from the state sales and use tax* and federal excise tax; therefore, the proposal price will not include taxes.
6. HCSO reserves the *right to refuse* all proposals in their entirety, or select certain components and/or services from various proposals.
7. The HCSO reserves the right to *purchase more or less* of each item or service at the unit price offered in the Proposer's response unless the Proposer specifically limits his responses; further, the HCSO reserves the right to obtain certain components, as approved for compatibility by the Proposer.
8. The HCSO reserves the right to *negotiate* with Proposers regarding variations to the original proposal(s) which may be in the best interest of the HCSO.
9. A minimum of a *three-year warranty* on all systems and components is expected. Warranty periods will become effective upon final acceptance of the systems.
10. Proposers will stipulate the *delivery dates*, and a proposed installation completion date in their response to this RFP.
11. Unless otherwise specified days will be counted as calendar days.

1.17 Important Notice

The HCSO will not be responsible for oral interpretations given by any HCSO employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the HCSO will attempt to notify all prospective Proposers who have secured it. However, it will be the responsibility of each Proposer, prior to submitting the competitive proposal, to review the HCSO Purchasing website or contact HCSO's Purchasing office to determine if addenda were issued and to make such addenda a part of the competitive proposal.

1.18 Contract Requirements

It is required that the Request For Proposal and the Proposer's Proposal be attached by reference to any contract, which may ensue. Any exceptions to the RFP requirements must be noted in the Proposer's response. Additional contract terms are provided in Section 4.

2.0 SYSTEMS AND INFRASTRUCTURE; FUNCTIONAL REQUIREMENTS

Please see separate section covering these topics. This section was separated to facilitate the used of MS Word to prepare the responses.

3.0 PRICE REQUIREMENTS

3.1 General Information

3.1.1 Price Proposal Format.

Submit your price proposal exactly as listed below:

- A summary price proposal, for each option being offered, on the sheet provided or comparable. See RFP **Appendix B** below.
- A set of supporting price details, on the sheets provided or comparable. See RFP **Appendix B** below.
- Explanatory notes, further clarifying how you derived the prices in your proposal, listed on or attached to the supporting price detail sheet each note relates to.
- You may also add any further narrative as needed to describe your price proposal.
- Price Options may be presented, but must be clearly identified as to what functionality and where appropriate what hardware is associated with each option.

3.1.2 Evaluation Period

The HCSO price evaluation will use a uniform method for all proposals. The method will be a 5-year life cycle net present value analysis. The evaluation will include costs from other sources (e.g. in-house) in combination with your proposal prices, and will make uniform assumptions for economic analysis. The Proposer's supporting price details will be compared with the related sections of the functional proposal.

Time for Consideration: Proposer warrants by virtue of submitting the proposal that costs as outlined in his proposal will be good for an evaluation period of 180 calendar days from the date of proposal opening. Proposers will not be allowed to modify or withdraw without penalty their proposals after the opening time and date.

3.1.3 Alternate Proposals

The HCSO is seeking the optimal solution; thus, alternative functional proposals are encouraged. Follow the same procedure outlined above, but clearly mark additional proposals as alternatives.

3.2 Price and Payment Terms

3.2.1 Financing

Proposers may propose payment alternatives for the proposed systems to include for example, an outright purchase alternative; a 5-year (consisting of five annual payments in arrears) lease/purchase alternative; a 60 month operating lease, etc. For the lease/purchase alternatives, indicate the source of the financing and the complete terms of the financing agreement, which must be part of your proposal and of any resulting contract. The HCSO reserves the right to obtain alternate financing if more competitive rates can be obtained.

3.2.2 Payment Schedule

The HCSO proposes to pay for the system, if the outright purchase option is selected, upon acceptance as defined in the RFP. Proposer may propose an alternate payment

schedule, but must tie payments to specific deliverables. The HCSO reserves the right to negotiate alternative payment schedules.

3.3 Summary Price Proposal

- The Summary Price Sheet must be included with the Proposal.
- The attached summary price sheet is clearly marked, complete the sheet as instructed. Use duplicate or additional sheets as necessary.
- Add explanatory notes as required for clarity.

3.4 Supporting Price Detail

3.4.1 Response Sheets

In addition to the price summary sheet, there are several supporting price detail sheets, and other signature forms, provide complete responses to all forms. Complete all sheets as instructed on the sheet. Use duplicate or additional sheets as necessary, but do not change the formats. Add explanatory notes as required for clarity.

4.0 CONTRACT REQUIREMENTS

4.1 Instructions

1. The following contractual terms are requested, in addition to those stated or Inferred in Section 1.0. If Proposer will comply with all terms, the only proposal response that is required is a statement to that effect. Otherwise all exceptions must be noted in the responses to the proposal and provided on the forms found in **Appendix A**.
2. Subject to this understanding, you may choose to propose modifications or exceptions to these terms or additional terms.
3. Any Agreement or Contract resulting from the acceptance of a Proposal will be on forms approved by the HCSO will contain, as a minimum, applicable provisions of the RFP, unless provisions are specifically waived by the HCSO in the negotiation process.
4. The Written Agreement(s) between the successful Proposer and the HCSO will include language to the effect that neither the Agreement(s), nor any portion thereof, nor any other facet of the relationship between the parties will create or be deemed to create a partnership, joint venture, joint enterprise, or any other agency relationship, or employer/employee leasing relationship, and further, will reflect the HCSO's intent that the legal relationship between the parties will be that of an independent Consultant.
5. The Hillsborough County Sheriff's Office will attach to the implementation services contract the Proposer's responses to the detailed system requirements and other information provided in the proposal. For this reason, Proposers are expected to provide responses that are highly accurate.

4.2 Definitions

1. Bid Bond: A guarantee that the contractor will participate in the full RFP process up to and including entering into a contract, if it is awarded to him, and then furnish such contract bond(s), such as a "performance bond" and "payment bond" as are required by terms of the contract.
2. Contract: The contract between Cal Henderson, Sheriff, Hillsborough County and the contractor will consist of the following. The entire agreement between the HCSO and the selected Proposer, superseding any other verbal or written agreements, will consist of: a) this Request for Proposals and any amendments thereto; b) the selected Proposer's proposal submitted in response to the RFP; and c) all documents containing any additional terms negotiated before contract signing; and a signature page.

The Sheriff's Office reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification will govern in case of conflict with the applicable requirements stated in the request for proposal or the contractor's responsive proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal and all amendments thereto will govern. The Proposer is cautioned that his proposal will be subject to acceptance without further clarification.

3. "HCSO" in this contract means the Hillsborough County Sheriff's Office, Tampa, Florida.

4. "Bidder," "Proposer," "Proposer," and "Contractor" in this contract mean the selected prime contractor whose name and principal address appear on the proposal and signature page.
5. "System" will mean the totality of the prescribed hardware configuration or software elements, including subsystems, servers, workstations, application and operating software, and any other element save services acquired through this contract
6. "Services" will mean the professional and technical work provided by the Proposer to effect the implementation of hardware and software, and the provision of training and documentation for those elements.
7. "Ready For Use" will mean when the system has been declared by the Contractor(s) as meeting the requirements of the RFP and subsequent contract, and turned over to the HCSO as ready to go into production.
8. "Production Use" will mean when the system has been turned over to the HCSO, has passed all tests outlined in the RFP and subsequent contract, and is in use by the HCSO as the primary means of wireless data communications to the field.

4.3 Contract Period

This contract is effective immediately upon signing by both Proposer and the HCSO, and will terminate on the project ending date as proposed unless mutually excepted by amendment, warranty, maintenance contract, or unless terminated earlier by written agreement.

4.4 Amendments and Change Orders

The contract may be amended at any time by mutual consent of the parties. Any amendment or change order must be in writing and signed by authorized representatives of both Proposer and the HCSO. Amendments may involve a contract extension or an expansion or contraction of scope, resulting in an increase or reduction in contract price. Proposer and HCSO will specify in writing the name(s) of the person(s) authorized to sign contract amendments and change orders.

4.5 Errors and Omissions

The Proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Proposer's proposal. Full disclosure will be made and full instructions will always be given when such errors or omissions are discovered.

Should any Proposer find discrepancies in, or omissions from, the RFP documents or be in doubt of their meaning, the Proposer should request at once, in writing, an interpretation from the Project Manager. Any necessary interpretations will be issued to all Proposers in the form of an addendum to the specifications, and such addenda will become part of the RFP documents. All such addendum will be placed on the HCSO web site.

4.6 Complete System

Notwithstanding the details presented in the RFP, Proposal, and Contract, it is the responsibility of the Proposer to verify the completeness of the materials lists and suitability of devices, hardware and software to meet the intent of the specifications. Any additional device, hardware or software required (even after installation or even if not specifically mentioned herein), which is reasonably needed to make the system work as in-

tended, will be provided by the Proposer without claim for additional payment. It is therefore, incumbent upon the Proposer to ensure the full system is detailed in the proposal.

4.7 Variations in Quantities and Configurations

The HCSO reserves the right to modify quantity and configuration requirements. Proposer agrees to sell the HCSO the revised quantity of items at the unit price stated in the proposal, if applicable, during the term of the contract.

4.8 Personnel

Proposer's personnel essential to the continuity and successful and timely completion of the project will be available for the duration of the project unless substitutions are approved in writing by the HCSO.

The Proposer's Project Manager and the HCSO's Project Manager will be responsible for communications between the parties regarding the subject matter of this Agreement.

The HCSO will perform background checks and pre-screening of project personnel to the extent the HCSO deems it necessary to protect its interests and duties owed to its employees, agents and the public at large. If the HCSO determines in good faith that any such individual is not so qualified, the selected Proposer will use its reasonable efforts to substitute such individual with a qualified replacement subject to the HCSO's review and approval.

The selected Proposer will not reassign or replace its personnel without written forty-five (45) day notice to the HCSO, except for extenuating circumstances. Should personnel replacement occur the selected Proposer will provide up to eighty (80) hours of non-chargeable time to the HCSO to acquaint new personnel to the project. The selected Proposer will provide sufficient personnel to complete its obligations.

The Proposer represents and warrants that its personnel will have sufficient skill, knowledge, and training to perform the Services. While on the HCSO's premises, selected Proposer's personnel will comply with the HCSO's written site rules and regulations. The HCSO may also ask the selected Proposer to remove an individual performing Services if, in the HCSO's opinion, the person does not have the ability to perform the task assigned or is not compatible with HCSO personnel. Any person removed from the HCSO's premises under this paragraph will be replaced by the selected Proposer as soon as practicable with an individual acceptable to the HCSO.

4.9 Insurance

4.9.1 General

The HCSO Insurance Requirements of Proposer for the Project must be continually maintained throughout the Proposer's performance of the Work. All limits of insurance will be underwritten by an insurer acceptable to the HCSO's Risk Management Department. The HCSO will be listed as an additional insured, and the insurer will be required to give the HCSO thirty (30) days advance written notice if the insurance policy will not be renewed or if it is being cancelled, materially changed or rendered void for any reason.

All required insurance policies will preclude any underwriter's rights of recovery or subrogation against HCSO with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses

covered by the described insurance within this section. Proposer will ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they will have no recourse against HCSO for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which the HCSO is named as an additional insured will not apply to HCSO.

The Proposer will not commence performance of duties under this Contract until the Proposer has obtained all insurance coverages required under this paragraph and all certificates of insurance have been approved by the HCSO's Risk Manager, nor will the Proposer allow any Subcontractor to commence performance of duties under any contract with the HCSO until all similar such insurance coverages and certificates of insurance required of the Subcontractor have been obtained and approved.

Required insurance coverages to be maintained by the Proposer are as Follows:

4.9.2 Professional Liability

Throughout the period covered by this Agreement, the Proposer will carry Professional Liability (also known as Errors and Omissions) insurance and will maintain said insurance in an amount not less than those outlined below. Notwithstanding the deductible amount, the Proposer remains liable to the HCSO for any damages in accordance with this Agreement or for a failure to exercise reasonable care and skill. The Proposer will deliver the Certificate of Insurance within ten (10) days of the execution of this Agreement, demonstrating that the required coverage is bound by an Insurance Company of B+ or highest rating approved by the Insurance Commission to do business in the State of Florida.

Professional Liability Coverage Amounts: (per claim and annual aggregate)

Errors and Omissions	Coverage Required	Maximum Deductible per Claim
Up to \$500,000	\$500,000	\$25,000

4.9.3 Comprehensive General Liability

Throughout the period covered by this Agreement, the Proposer will carry Comprehensive General Liability insurance to cover liability, bodily injury and property damage including automobile. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverages must be written on an occurrence basis, with the following limits of liability unless otherwise specified or determined applicable:

Bodily Injury		Property Damage
Each Occurrence	\$1,000,000	\$1,000,000
Annual Aggregate	\$1,000,000	\$1,000,000
Personal Injury Aggregate		\$1,000,000

4.9.4 Worker's Compensation

Throughout the period covered by this Agreement, the Proposer will maintain Worker's Compensation insurance during the life of this Agreement to comply with Statutory limits for all employees, and in the case any work is sublet, the Proposer will require the Subcontractor to provide Worker's Compensation insurance for all the Subcontractor's employees unless such employees are covered by the protection afforded by the Proposer. The Proposer and his Subcontractors will maintain the life of this policy Employer's Liability insurance. The following limits must be maintained:

Worker's Compensation	Statutory
Employer's Liability	\$500,000 per Occurrence

The Proposer/Subcontractor agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

4.9.5 Other Insurance Provisions

All required insurance policies will preclude any underwriter's rights of recovery or subrogation against the HCSO with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance. Proposer will insure that any company issuing insurance to cover the requirements contained in the Contract agrees that they will have no recourse against the HCSO for payment or assessments in any form on any policy of insurance. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the HCSO is named as an additional named insured will not apply to the HCSO.

4.10 Indemnification

The Proposer will indemnify and hold harmless the HCSO, its officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and other professionals, and all Court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind (including those promised upon negligent, reckless, or willful or intentional acts or omissions of the Proposer and any person or organization directly or indirectly employed by the Proposer to perform or furnish any work or anyone for whose acts any of them may be liable), arising from, relative to, or caused by the performance of the Project. Such indemnification will specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from: (a) any act, omission or default of the Proposer or its employees or agents, (including negligent, reckless, willful or intentional acts or omissions); (b) any and all bodily injuries, sickness, disease or death; (c) injury to or destruction of tangible property, including the loss of use resulting therefrom; (d) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the Project; (e) and the violation of any federal, state, county or HCSO laws, by-laws, ordinances or regulations by the Proposer or employees.

In the event of any such claim or suit action for damages, falling within indemnities furnished in Section 4.9 the HCSO will supply written notice to Proposer of such claim. In

the event the Proposer chooses not to pay the claim and the claim is adjudged as falling within the scope of this indemnity, then the Proposer will promptly reimburse the HCSO for same, together with interest from the date the HCSO may have otherwise paid the claim. Proposer agrees, at Proposer's expense after receipt of written notice from the HCSO, to defend any action against the HCSO that falls within the scope of this indemnity, or the HCSO, at the HCSO's option, may elect to secure its own attorney to defend any such action and the reasonable cost and expenses of such attorney incurred in defending such action will be payable by Proposer. If Proposer, after receipt of written notice from the HCSO, fails to make any payment due hereunder to the HCSO, Proposer will pay any reasonable attorney's fees or costs incurred by the HCSO in securing any such payment from the Proposer.

Nothing contained herein is intended nor will it be construed to waive the HCSO's rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time. This obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist in the HCSO's favor.

The Proposer are acknowledged to be independent contractors and nothing in this agreement is intended nor shall be construed to create an agency or employer/employee relationship. Proposers will indemnify and hold harmless the HCSO, its officers and employees from and against any claims asserted by any employee or agent against the HCSO, its officers or employees for any damage or injury occurring during the operation or performance of the contract

4.11 Performance and Payment Bond

The successful Proposer will furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the contract amount, and will furnish proof acceptable to the HCSO within ten (10) days from the issuance of the notice of the award.

The successful Proposer will furnish separate surety bonds as a security for faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract. The sureties on such bonds will be authorized surety companies satisfactory to the HCSO. Any expenses related to the bonds will be paid by the Proposer.

To be acceptable to the HCSO as a Surety for Performance and Payment Bonds, a surety company will comply with the following provisions:

- A. The surety company must be admitted to do business in the State of Florida.
- B. The surety company will have been in business and have a record of successful continuous operation for at least five years.
- C. The surety company will have at least the following minimum (dollar amounts):

<i>Policy Holder's Contract Amount</i>	<i>Best Rating</i>	<i>Financial Ratings</i>
0 to 100,000	B	Class VII
100,000 to 500,000	A	Class VIII
500,000 to 750,000	A	Class IX
750,000 to 1,000,000	A	Class X

1,000,000 to 2,250,000	A	Class XI
1,250,000 to 1,500,000	A	Class XII
2,000,000 to 2,500,000	A	Class XIII
2,500,000 or more	A	Class XIV

4.12 New/Uniform Hardware

When the hardware that is proposed is ready to be purchased by the Proposer, the HCSO will accept only new equipment. Used and/or re-manufactured equipment will not be accepted. All workstations, for example, must utilize identical internal components. If the Proposal is for the HCSO to purchase hardware independently from any source, Proposals must provide detail specifications required to allow for the purchase of hardware by the HCSO and may provide for the optional purchase of hardware by or through the Proposer.

4.13 Documentation

Proposer will provide up-to-date industry standard system and user documentation with each component or module before acceptance testing commences.

Proposer will furnish to the HCSO, prior to the final testing or the acceptance of the components, whichever is earlier, the following:

- Complete instruction manuals for all components in system
- System maintenance manuals for all components in system

Such manuals will include the latest revisions to the Component and software and any changes that have occurred during the installation and testing. In addition to the standard manuals listed above, the following items must be provided:

- System design diagrams and/or drawings
- Complete as-built drawings that meet the following at a minimum: reflect the actual system as implemented; high level drawings to subsystem drawings to understand system end to end; drawings that clearly delineate the connectivity of subsystems and components
- Complete as-built documentation
- Any other related diagrams or documentation as required to understand and maintain the system

All documentation, diagrams, and drawings must meet the following at a minimum:

- Structured package with table of contents and indexes
- All documentation will be provided using both paper and electronic media
- Final package must be approved by the HCSO

4.14 Transportation and Installation

4.14.1 Initial Installation and Return

All shipments, rigging, and drayage will be made at the Proposer's expense, F.O.B. Destination. The Proposer will make all arrangements for transportation.

4.14.2 Mechanical Replacement

The Proposer will bear the costs of transportation, rigging, and drayage whenever defective equipment is shipped for mechanical replacement purposes for equipment purchased by or through the Proposer, unless the replacement was necessitated by damage caused by the HCSO. This applies until the warranty expiration or until system acceptance, whichever occurs first for equipment/hardware purchased by or through the Proposer.

4.14.3 Installation

The Proposer will furnish labor as may be necessary for packing, unpacking, and placement of furnished equipment pursuant to this contract when initially delivered to HCSO. Supervision of packing, unpacking, and placement of equipment will be furnished by the Proposer without additional charge to the HCSO. All debris generated in the performance of work during the installation will be removed by the Proposer at no additional cost to the HCSO.

4.14.4 Risk of Loss or Damage to Equipment

The HCSO will be relieved from all risks of loss or damage to the equipment purchased by or through the Proposer prior to final system acceptance, except when such loss or damage is due to the fault or negligence of the HCSO.

4.15 Subcontractors

The Proposer warrants that all subcontractors identified in their Proposal will participate in this project as proposed, and that they will conform to the requirements of this Contract. The Proposer will be responsible for carrying out its obligation and responsibilities pursuant to this Contract and all related agreements, and ensuring that the obligation and responsibilities of its subcontractors are also carried out in accordance with the requirements of this Contract. The Proposer will be the only entity to receive payment for same from the HCSO. Nothing contained in this Contract will create any obligation on the part of the HCSO to pay, or to see to the payment of any moneys owed to any subcontractor, agent, employee, laborer, or material man of Proposer. All subcontractors must be approved by the HCSO.

No contract will be made by the Contractor with any party for furnishing any of the products or services herein contained without the prior written approval of the Purchasing Agent; but this provision will not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder, or for parties named in the proposal and agreed to under any resulting agreement.

4.16 Non-Assignment of Contract Successors

The Proposer will not assign or transfer the Contract or its rights, title or interest therein without HCSO's prior written approval. The obligations undertaken by Proposer pursuant to the Contract will not be delegated or assigned to any other person or firm unless HCSO will first consent in writing to the assignment. No assignment, transfer, or delegation will relieve Proposer of its liability or obligations with respect to this contract. The HCSO is relying upon the apparent qualifications and expertise of Proposer, and such Proposer's familiarity with the HCSO's site, circumstances, and desires. In the event the

HCSO is not for any reason or no reason at all, satisfied with such substitute, Proposer will be considered in breach of this Contract. Violation of the terms of this Paragraph will constitute a breach of Contract by Proposer and the HCSO may, at its discretion, cancel the Contract and all rights, title and interest of Proposer will thereupon cease and terminate.

The rights and obligations of the Proposer in connection with this project will be binding upon its heirs, and successors, except that HCSO reserves the right to terminate this Contract if Proposer, in whole or significant part, is acquired by another entity during the term of this Contract.

4.17 Confidential Information

Confidential Information is defined as information which is confidential, proprietary, and/or trade secrets when presented in printed, written, graphic or photographic or other intangible form, and is exempt from public disclosure pursuant to Chapter 119.07 Florida Statutes and otherwise by law. If the information is deemed of public record by operation of law, it will not be deemed Confidential Information for purposes of this Agreement. The Proposer is free to mark materials as confidential or proprietary, however Chapter 119.07 Florida Statutes will control with regard to whether any material so marked is deemed "Confidential Information" for purposes of protection or disclosure.

The Proposer and resulting selected Proposer along with the HCSO will use reasonable care to protect the Confidential Information of the other. Reasonable care is defined as each party using the same methods that it uses to protect its own Confidential Information, provided the information is deemed exempt from public disclosure pursuant to Chapter 119.07 Florida Statutes. Access to Confidential Information will be restricted to the selected Proposer personnel and authorized third parties engaged in a use permitted under this Agreement. The selected Proposer and the HCSO may provide access to Confidential Information to authorized third parties which: (1) need to access the Confidential Information to provide Services to the HCSO on behalf of selected Proposer; and (2) have also agreed in writing to the terms contained in this Agreement. The selected Proposer acknowledges that this Agreement and the terms and conditions hereof will become a matter of public record and are not subject to any confidentiality provision herein.

4.18 Applicable Regulations

The Proposer and all systems provided by Proposer will comply with all applicable federal, state and local building, fire, safety and electric codes and all relevant industry standards. Proposer and any of its employees, agents, subcontractors, laborers, or material men, during its work, construction, and component installation will meet or exceed current standards of the following:

1. Federal Communication Commission (FCC);
2. Electronic Industries Association (EIA);
3. Institute of Electrical and Electronic Engineers, Inc. (IEEE);
4. The Environmental Protection Agency (EPA);
5. Proposer Work Hours and Safety Standards Act;
6. Equal Opportunity Act

7. American National Standards Institute (ANSI)
8. Federal Aviation Authority (FAA)
9. Occupational Safety and Health Administration (OSHA);
10. Building Officials and Code Administrators (BOCA).

The Proposer will not be reimbursed for any additional costs which the Proposer incurs as a result of laws enacted after the effective date of this Contract, nor be entitled to an extension of the Scheduled Date of Final Completion as a result of laws, except as set forth in this Section. The Proposer will be reimbursed, in addition to the Contract Sum, for additional costs incurred by the Proposer in the performance of the Contract resulting from the following:

1. Hillsborough County ordinances or laws passed by the Board of County Commissioners or State Legislature after the effective date of this Contract.
2. New federal laws, regulations or rules enacted after the effective date of the Contract, which require a significant change in the Project.

In order to obtain reimbursement from the HCSO under this Section, the Proposer will submit a claim to the HCSO with documentation that the HCSO may reasonably require for the HCSO's review and approval. A claim may also include a request for an equitable adjustment in the Project Schedule. Upon approval by the HCSO, the claim will become a Change Order or a formal written amendment to the Contract. If not approved, the claim will be placed on the Disputed Work List.

4.19 Equal Opportunity Employer

The Proposer and all subcontractors agree that, during the term of this agreement, they will not engage in any employment practices which have the effect of discriminating against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age, or disability; further, Proposer will take affirmative steps to ensure that applicants are treated and employees are treated during employment without regard to their race, color, religion, national origin, sex, age or disability.

4.20 Purchase Order/Payment

A purchase order(s) will be generated by HCSO to the Proposer. The purchase order number must appear on all itemized invoices. Invoices will be mailed directly to HCSO Fiscal Department, and will show

1. Name and address of successful offerer,
2. Name and address of receiving department and/or delivery location,
3. HCSO Purchase order number,
4. Descriptive information as to the service and/or items delivered, including serial number, quantity, number of containers, etc.

Payment will be made in accordance with the Florida Prompt Payment Act.

4.21 Payment Terms

Payment terms will be negotiated at contract time. Proposers are required to provide a sample payment schedule. Note that the negotiated payment terms will require a minimum of 15% retainage.

Sales and use tax will not be collected from the HCSO, which is tax-exempt.

4.21.1 Prompt Payment Act

Payments will comply with Florida Statute 218.70, The Prompt Payment Act. The Sheriff agrees to pay all uncontested amounts due under the contract with the vendor within forty-five (45) days after receipt of the invoice. The Sheriff shall have thirty (30) days after the expiration of the original 45 days to contest in good faith the amounts and items due. Past due uncontested amounts will bear interest at the rate of one percent (1%) per month after 75 days from the date of receipt of the invoice. The vendor and the Sheriff will use commercially reasonable efforts to resolve the disputed items within thirty days after notification of the dispute, and otherwise agree to resolve disputes as set forth in the Dispute Section 4.24 of the contract.

All invoices should include an invoice number, the Purchase Order number and reference to the specific deliverable or milestone for which the payment corresponds. All invoices must be mailed in duplicate to: Hillsborough County Sheriff, Fiscal Division, P.O. Box 3371, Tampa, Florida 33601.

4.21.2 Per-diem and Travel Expenses

Reimbursement of travel and per diem expenses will be in accordance with Hillsborough County Sheriff's Office Standard Operating Procedures and Florida Statute 112.06 In the case of conflict; the Sheriff's Office SOP takes precedent.

Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency and must be within.

RATES OF PER DIEM AND SUBSISTENCE ALLOWANCE – For purposes of reimbursement rates and methods of calculation, per diem and subsistence allowances are based on the GSA schedule for individual localities. The Tampa area is as follows:

1. Fifty dollars per diem; or
2. If actual expenses exceed \$50, the amounts permitted are as follows for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefore.

All travelers shall be allowed the following amounts for subsistence

- | | |
|--------------|------|
| 1. Breakfast | \$6 |
| 2. Lunch | \$7 |
| 3. Dinner | \$18 |

TRANSPORTATION – Travelers will use the most efficient and economical means of travel.

A receipt shall substantiate transportation by common carrier when traveling on official business and paid for personally by the traveler. Receipts must accompany all invoices that include request for travel expense reimbursement.

The use of privately owned vehicles for official travel will be reimbursed at the mileage allowance of 33 cents per mile. All mileage shall be shown from point of origin to point of destination. A record providing the odometer reading and related calculation of the resulting mileage must accompany invoices that include mileage reimbursement. Transportation by chartered vehicles when traveling on official business may be authorized when necessary or where it is to the advantage of the agency.

OTHER EXPENSES – The following incidental travel expenses of the traveler may be reimbursed:

1. Taxi fare.
2. Ferry fares; and bridge, road, and tunnel tolls.
3. Storage or parking fees.
4. Communication expense.

Other expenses which are not specifically authorized by this section may be authorized, but require pre-approval.

4.22 Appropriations of Funds

The Hillsborough County Sheriff, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which the contract will remain in effect. The Hillsborough County Sheriff's Office will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the contract, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.

4.23 Termination

4.23.1 Termination For Cause by HCSO

Any waiver by the Hillsborough County Sheriff's Office of any breach of any one or more of the terms of the agreement will not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of the Hillsborough County Sheriff's Office to require exact, full and complete compliance with any terms of this agreement will not be construed as in any manner changing the terms hereof, or stopping the Sheriff's Office from enforcement hereof.

The contract may be canceled or annulled by the Hillsborough County Sheriff's Comptroller in whole or in part by written notice of default to the awardee upon non-performance or violation of contract terms. An award may be made to the next best responsive and responsible Proposer, or services specified may be purchased on the open market similar to those so terminated. Failure of the contractor to deliver services within the time stipulated in this specification, unless extended in writing by the Comp-

troller, will constitute contract default. Proposers who default on contracts may be removed from the proposer mailing lists for future contracts at the discretion of the Comptroller.

If the Proposer defaults, the HCSO may give notice in writing to the Proposer and its surety of default, specifying the default. The following will constitute default:

1. Failing to perform the professional services required under the Contract and within the time required;
2. Failing to begin the Project under this Contract within the time specified;
3. Failing to perform the Work with sufficient workers and equipment or with sufficient materials to ensure completion of the Project within the specified time;
4. Failing to perform the Work using the persons and entities and identified and set forth, and to the degree specified in the Contract Documents, subject to substitutions approved by the HCSO in accordance with the Contract Documents;
5. Discontinuing the prosecution of the Work, for reasons other than issuance of a stop work order or other reasons allowed under the Contract.
6. Disregarding laws or regulations of any public entity having jurisdiction.
7. Violating in any way any provisions of the Contract Documents.
8. If, after notice of termination of the Contract it is determined for any reason that the Proposer was not in default under the provisions of this Contract, or that the delay was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to "Termination of the Contract For Convenience" clause.

4.23.2 Termination for Convenience by HCSO

Upon thirty (30) Calendar Days written notice to Proposer, HCSO may, without cause and without prejudice to any other right or remedy, terminate this Agreement for HCSO's convenience whenever HCSO determines that such termination is in the best interests of HCSO. Where the Agreement is terminated for the convenience of HCSO, the notice of termination is in the best interests of HCSO. Upon receipt of the notice of termination for convenience, Proposer will promptly discontinue all Work at the time and to the extent indicated on the notice of termination, and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders. The Proposer will be entitled to recover from HCSO the costs of all labor performed up to and including the effective date of the termination, profit on all labor performed up to and including the effective date of termination, and the cost of all materials and supplies which have been purchased. Proposer will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

4.23.3 Mutual Termination

This Agreement may also be terminated by mutual agreement at any time and under any terms.

4.24 Dispute Resolution

1. The Sheriff's Office reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification will govern in case of conflict with the applicable requirements stated in the request for proposal or the contractor's responsive proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal and all amendments thereto will govern. The Proposer is cautioned that his proposal will be subject to acceptance without further clarification.
2. In the event that any dispute between the HCSO the Proposer concerning questions or issue arising under this Contract that have not been resolved, or for items on the Disputed Work List, a request for resolution will be submitted by the Proposer to the HCSO for determination. Request for such determination will be made in writing. The HCSO's decision will be rendered in writing no more thirty (30) days after receipt of a fully documented (to the extend that such documents are within the control of the Proposer) request for a determination. The decision will be conclusive, final, and binding on all parties, unless the Proposer will seek a judicial determination in accordance with the provisions set forth below.
3. No later than sixty (60) days after the Proposer's receipt of the HCSO's determination, the Proposer will respond to the HCSO in writing, either accepting the determination or stating the Proposer's factual or legal objection to the determination. If the Proposer's response is an objection, the HCSO will respond in writing to the objection within (30) days after receipt of it. No further response by either party will be required. Thereafter, the Proposer may seek a judicial determination of the dispute. In the event that the Proposer intends to seek judicial determination of a matter decided by the HCSO, the Proposer will notify the HCSO of its intent to do so within sixty (60) days for the HCSO's final decision.
4. If required by HCSO, the Proposer will continue to perform the Work required under the Contract during this resolution period, including any judicial resolution. The HCSO's written determination will be complied with pending final resolution, including judicial, of the dispute. If the Proposer complies with the HCSO's written determination, the HCSO will continue to perform under the Contract and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision will not apply in the event that the Proposer fails to submit a dispute to the HCSO as required by this Section. The continued performance of the Contract by either party will not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under the Contract or at Law.

4.25 No Waiver of Legal Rights

1. No approval required to be given by the HCSO under the Contract will operate to relieve the Proposer from any of its responsibilities under the Contract or to be deemed as an approval by the HCSO of any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or requirement of the Contract, unless the failure or deviation has been specifically approved by a Change Order to the Contract.
2. Unless the HCSO has specifically approved in writing a deviation from the Contract Documents in a Contract modification, as provided above, the HCSO will not be precluded or stopped by any approval, review, measurement, estimate or certificate made either before or after the completion and acceptance of the Work and payment

for it, form showing the true amount and character of the Work performed and goods and materials furnished by the Proposer or from showing that any measurement, estimate or certificate is untrue or incorrectly made, or that the Work or goods and materials do not conform in fact to the Contract. Unless the HCSO has specifically approved in writing a deviation from the Contract Documents in a Contract modification, as provided above, the HCSO will not be precluded or stopped, notwithstanding any approval, review, measurement, estimate or certificate and payment in accordance with it, from recovering from the Proposer and its sureties damages it may sustain by reason of its failure to comply with the terms of the Contract. Except as provided, neither the acceptance by the HCSO or any representative of the HCSO, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the HCSO, will operate as a waiver of any portion of the Contract, or of any power reserved or any right to damages provided to the HCSO. A waiver of any breach of the Contract will not be held to be a waiver of any other breach whether prior to or subsequent to it. The HCSO's delay in declaring that a breach has occurred or otherwise asserting its rights under this Contract will not constitute a waiver of the breach or limit any of the HCSO's rights under this Contract.

3. No remedy under the terms of this Contract in HCSO's favor is intended to be exclusive of any other remedy, but each and every remedy will be cumulative and will be in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any HCSO right or HCSO power accruing upon any event of default will impair any HCSO right or HCSO power nor will it be construed to be a waiver of any event or default or acquiescence in it, and every HCSO right and HCSO power may be exercised from time to time as often as may be deemed expedient.

4.26 Liquidated Damages

The parties acknowledge and agree that the damages sustained by the HCSO due to an unapproved delay in performance by Proposer are difficult to ascertain. As such, it is mutually agreed that should Proposer fail to timely complete or deliver all components in time for the HCSO to inspect, test, and accept such products and services by the agreed-upon Acceptance Date, the HCSO will be entitled to liquidated damages in the form of contract price reductions as follows: \$5000/day for each day delay after the scheduled Acceptance.

The aforesaid specified amount(s) will not be construed as a penalty, but as liquidated damages for any such failure on the part of Proposer. In any suit involving assessment or recovery of liquidated damages, the reasonableness of the charge will be conclusively presumed, and the amount assessed will be in addition to every other right or remedy now or hereinafter enforceable at law, in equity, by statute, or under this Contract. Any such charges assessed against Proposer may be deducted from moneys due to or to become due to Proposer, or may be collected from the surety bond.

4.27 Perpetual Software License / Source Code

The software license will not have a termination date. All software licenses will be perpetual, surviving bankruptcy, sale, merger, or dissolution of any of the entities providing software to the HCSO. Additional licenses fees will not be due because of the HCSO having to upgrade its system to satisfy processing requirements.

Source code for proposed programs will be delivered to the HCSO upon acceptance, although not necessarily loaded onto the computer; it will be subject to terms such as confidentiality as prescribed by the Proposer.

The software will be supported for satisfying FDLE and FBI mandated changes during the life of the contract with the Proposer.

4.28 Hardware Sizing

It is understood that Proposer is responsible to warrant the *Sizing* of the system as configured for satisfying the requirements of this RFP, as amended by Proposer's proposal. Proposer warrants that the system is fit for the HCSO's particular and intended purposes, and further will perform in accordance with the response time and other performance criteria listed or set forth in this contract. If the system is unable to accommodate response times and acceptance criteria, Proposer will furnish at no charge to the HCSO the added, upgraded, or replacement hardware as is required. In the event the hardware is determined by the HCSO to be insufficient in size or capacity HCSO, or power, Proposer will within 30 days of determination of undersizing, provide at no additional cost to HCSO either a replacement unit of additional hardware to satisfy the sizing requirements.

4.29 Software Acceptance

HCSO will conduct whatever tests it deems necessary, to determine satisfactory software performance, and will have 90 days after implementation of each application system to conduct such tests. Software acceptance testing will occur in accordance with the proposed plan to be submitted by the Proposer. HCSO will notify Proposer in writing of deviations from proposed or documented standards. Acceptance of the principal application systems will take place following the documentation of satisfactory software performance by the HCSO as determined through software performance tests.

4.30 HCSO Responsibilities

HCSO will make available to Proposer a staff member, hereinafter referred to as "HCSO's Project Manager," who will have limited authority to act for the HCSO, assist with operations and activities, and have the authority to enforce implementation decisions correspondent with contract compliance.

HCSO will provide, on request, information, data, records, and documents, and make such decisions as may be reasonably required by Proposer to perform under this Contract.

HCSO will provide, on request, liaison and coordination with units of the HCSO's organization,

HCSO's Proposers, common carriers, and government agencies as may be reasonably required for the efficient completion of the System. These will be coordinated through the HCSO's Project Manager or his/her designee.

HCSO will endeavor to respond, in writing, within fifteen (15) working days to all designs, specifications, planning documents and updates to all of those items delivered and designated as final and complete by Proposer.

HCSO will endeavor to provide supporting information to aid in solution of any problems discovered during acceptance testing and warranty periods. HCSO and Proposer under-

stand that the scope and schedule of services to be provided by Proposer under this Contract may depend upon the timely fulfillment of HCSO responsibilities.

4.31 Applicable Laws Governing Project

1. The laws of the State of Florida will govern the validity, construction and effect of this Contract. Jurisdiction and venue will be agreed to be in the appropriate courts in the 13th Judicial Circuit, County of Hillsborough, State of Florida. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party will be entitled to attorney's fees in addition to whatever other relief is granted. To the extent that a provision of the contract is contrary to the State Constitution or laws of Florida, or of the United States, the provision will be void and unenforceable. However, the balance of the contract will remain in force between the parties.
2. Should any part, term, provision, clause, sentence or section of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining terms provision, clauses, sentences and sections will not be affected thereby. If, however, the clause determined to be invalid materially affects the performance of the parties, or materially impacts the parties' expectations or positions with respect to the contract, the parties will negotiate in good faith to modify the Contract on some fashion so as to, as near as possible, place the parties in the same position they were in, visa-vie, their intent, performance expectations, and economic position. If, after such good faith negotiations, no modifications are reached, then either party may terminate the Contract.
3. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach thereof, or the standard of performance therein required, the prevailing party will be entitled to recover a reasonable attorney's fee from the non-prevailing party, subject to the limits of this paragraph. Where the prevailing party is awarded compensatory damages from the non-prevailing party, the amount of attorney's fees will not exceed the amount of compensatory damages (it being the intent that no attorney's fee will be recoverable by a prevailing party in the absence of an award of compensatory damages). If no compensatory damages are awarded, the prevailing party is entitled to a reasonable attorney's fee for the defense of the non-prevailing party's claim, which will not exceed the amount of the Agreement as adjusted by change orders as are approved by the parties. All claims, counterclaims, disputes and other matters in question between HCSO and Proposer arising out of, relating to, or pertaining to this Agreement, or the breach thereof, or the services thereof, or the standard of performance therein required, will be determined by litigation in the Circuit Court of the 13th Judicial Circuit in Hillsborough County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.
4. To any extent that the Proposer may be acting as an "agent" and/or Proposer on behalf of the HCSO, the HCSO expects the Proposer to fully comply with all Federal, State, and Local laws applicable to and specifically those covering Equal Opportunity Employment, American Disabilities Act (ADA), 42 U.S.C. 12101, et seq. The HCSO reserves the right to verify the Proposer's compliance with the various laws. Failure to comply with any laws will be grounds for termination of the Contract.