

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT**  
**Contract FDLE-~~XXX-XX~~**

This Contract, by and between \_\_\_\_\_, a company duly authorized to conduct business with the State of Florida, whose business address is \_\_\_\_\_ (hereinafter referred to as Contractor), and the State of Florida's Department of Law Enforcement, (hereinafter referred to as FDLE)

WITNESSETH THAT:

WHEREAS, FDLE issued Solicitation Number FDLE-ITB-1932 and the Contractor submitted a reply to \_\_\_\_\_; and

WHEREAS, Contractor desires to enter into a Contract with FDLE to provide certain products and services; and

WHEREAS, FDLE desires to enter into a Contract with Contractor in order to acquire certain Contractor supplied products and services; and

NOW THEREFORE, Contractor and FDLE for and in recognition of considerations hereinafter set forth, do hereby agree as follows:

This Contract shall be comprised of the following documents, attachments, addenda and any subsequent amendments to this Contract. These documents, attachments, addenda and amendments shall govern the services provided by the Contractor and are hereby incorporated in, and are made a part of, this Contract. The order of precedence is as indicated below. Subsequent amendments take first precedence, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this Contract.

The documents specified below are hereby incorporated in, and are a part of, this Contract (including this document, captioned "Contract FDLE-~~XXX-XX~~" which shall be first in order of precedence, with exception those sections stated below in Other Terms):

- The Contract document;
- The FDLE-ITB-1932 solicitation as modified by any applicable Addendum to the FDLE-ITB-1932;
- The Contractor's Response; and
- The documents and materials attached to or incorporated by reference in the Contractor's Response

**1. CONTRACT TERM**

The term of this Contract shall begin from the last date signed by the parties below and continue for a period of two (2) years following execution. At the option of the Department, the term may be renewed for three (3), one (1) year renewals. Renewal of the Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

**2. Deliverables**

<b>Deliverable Due</b>	<b>Minimum Performance Required</b>	<b>Compensation Due</b>
		<b>Payable Quarterly in Arrears</b>
		<b>Payable Quarterly in Arrears</b>

**3. Scope of Work**

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT STANDARD TERMS AND CONDITIONS**

**1. PUR 1000 – General Contract Conditions**

[https://www.dms.myflorida.com/content/download/2933/11777/PUR\\_1000\\_General\\_Contract\\_Conditions.pdf](https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf)

The State of Florida General Terms and Conditions (PUR 1000) are hereby referenced and incorporated in their entirety into this ITN. This is a downloadable document. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare Replies accordingly. The Florida Department of Law Enforcement Standard Terms and Conditions supersedes any contract condition otherwise duplicated herein.

**2. American with Disabilities Act (ADA) Civil Rights Compliance**

CONTRACTOR represents and warrants that it will comply with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal Rehabilitation Act amendments [29 USC 794 et seq.], and the Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

CONTRACTOR will indemnify the customer against any litigation stemming from a lack of compliance with the above laws, regulations and standards.

**3. Commercial Software License**

To enhance cost efficiencies for FDLE and comply with applicable state tax regulations, any Commercial Software Products will be licensed directly to FDLE (as the named licensee) by the applicable Commercial Software Products vendor listed in the SOW. CONTRACTOR will provide to FDLE the Commercial Software Products via agreements with the Commercial Software Product vendors and provide, directly or through an approved subcontractor, the Services to integrate the Commercial Software Products within the Project’s System, as described in the SOW. FDLE has entered or will enter into separate software licensing agreements (each an End User License Agreement (“EULA”)) with each of the software vendors specified in this SOW, and will be responsible for compliance with the EULAs by FDLE. The Parties acknowledge and agree that the licensing of any

COTS Products will be governed by the terms of the EULAs as described in

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#### **4. Compliance with Laws**

The Contracting Party shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for contract termination.

#### **5. Confidential Information**

Confidential Information” means information or materials provided by one party to the other which are: i) in tangible form and labeled “confidential” or the like; ii) if disclosed orally, are identified as being confidential at the time of disclosure; or iii) such that a reasonable person would consider it confidential from the nature of the information and circumstances of disclosure. The receiving party will hold the Confidential Information in strict confidence, will use it only for purposes of this Agreement, and disclose it only to employees and agents who have a need to know such Confidential Information and who have agreed to abide by the terms of this Section prior to disclosure. The receiving party will exercise the same care in preventing the unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, which in no event will be less than reasonable care. The restrictions on the use and disclosure of Confidential Information specified hereunder will not apply to information: (i) which is independently developed by the receiving party or lawfully received from another source without breach of this Agreement; (ii) which is or becomes generally available to the public without breach of this Agreement by the receiving party; (iii) which at the time of disclosure was known to the receiving party; (iv) which is disclosed to unaffiliated third Parties without restriction by the disclosing party; or (v) which is disclosed pursuant to law, judicial order, or government regulations so long as the receiving party promptly notifies the disclosing party prior to disclosure and cooperates with the disclosing party in the event that the disclosing party elects to contest or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise. FDLE information which is made confidential or exempt from disclosure by law will retain that status notwithstanding the occurrence of the specified exceptions to restrictions on use and disclosure, to the extent permitted by law. FDLE agrees to maintain the confidentiality of Confidential Information, as that term is used in this Agreement, received from CONTRACTOR, to the extent this can be accomplished without violating Florida Law regarding public records, as set forth in Chapter 119, Florida Statutes. In particular, FDLE agrees to maintain the confidentiality of Confidential Information to the extent such information constitutes Trade Secret Information, as that term is used in Section 815.045, Florida Statutes, and as defined at Section 812.081(1)(c), Florida Statutes.

All FDLE data which may be provided to the Contractor by FDLE will remain the exclusive property of FDLE and may not be copied or removed by Contractor personnel without the express written permission of FDLE.

CONTRACTOR is responsible for the actions of its agents and subcontractors with respect to protection of confidential law enforcement and other types of confidential data. CONTRACTOR is expressly prohibited from transferring FDLE data, by any means and in any medium or format, outside of the United States in performing the work defined in this Agreement.

**6. Contract Manager**

The Department’s Program/Regional Contract Manager for this Contract shall be:

Name:	
Title:	
Street Address:	
City/State/Zip:	
Phone Number:	
Email:	

**7. Contracting Party Employees, Subcontractors, and Other Agents**

Contracting Party will be an independent contractor, and not the agent or servant of the Department and will not be entitled to any benefits granted employees of the State of Florida. The Department and the State shall take all actions necessary to ensure that Contracting Party's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contracting Party's employees, subcontractors, and other agents receive benefits and necessary insurance from an employer other than the State of Florida. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

The Contracting Party will have complete supervision and control over its own agents, servants and employees. The Contracting Party will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

The Contracting Party is responsible for managing the relationship with all subcontractor organizations, for directing and managing the work efforts of subcontractor personnel, and for the quality of the work of subcontractor personnel. Upon request, Contracting Party shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the contract.

**8. Controlling Law**

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to the contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

**9. Contractor’s Responsibilities under Termination**

After receipt of notice of termination, and except as otherwise specified by the Department, the Contractor shall (i) stop work under this Agreement on the date, and to the extent specified, in the notice; (ii) place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion

of such portion of the work under this Agreement that is not terminated; (iii) complete performance of such part of the work as shall not have been terminated by the Department; and (iv) take such action as may be necessary, or as the Department may specify, to protect and preserve any property or data related to this contract which is in the possession of the contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination of the Agreement, the Contractor shall transfer, assign, and make available to FDLE all property, materials, and data belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department all written information regarding the performance of the Agreement. Any data transferred shall be in a format specified by the Department. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment reserves the option to assume the obligations of the Contractor if any, on all non-cancelable contracts with third parties.

#### **10. Cooperative Purchasing Program**

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other Agencies or eligible users may be permitted to make purchases at the term and conditions contained herein. Non-FDLE purchases are independent of the agreement between FDLE and the Vendor, and FDLE shall not be party to any transaction between the Vendor and any other purchaser. As provided in Rule 60A-1045(5) Florida Administrative Code, State Agencies must obtain approval from the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

#### **11. Discrimination**

In the performance of such services, the Contracting Party agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.

#### **12. Dispute Resolution**

Any dispute concerning performance of the Contract which cannot be resolved by informal discussion between the FDLE and the Contractor will be referred to negotiation to be conducted by the FDLE General Counsel. If FDLE and Contractor's representatives are unable to resolve the dispute within five (5) business days after commencing negotiations, or fifteen (15) calendar days have passed since the initial request for negotiations at this level, then the Parties will be entitled to discontinue negotiations, to seek to resolve the dispute through mediation as hereinafter provided or, if the Parties do not agree to submit the dispute to non-binding mediation, to seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

Mediation must occur within twenty (20) business days after the Parties agree to submit the dispute to mediation. The Parties mutually will select an independent mediator experienced in IT systems and services agreements, and each will designate a representative(s) to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation will be left to the discretion of the mediator and the designated Party representatives and may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other Party. If the Parties are unable to resolve a dispute through the dispute resolution processes described in this Section, then either party may seek any

and all rights and remedies that may be available under this Agreement, at law or in equity.

All Contractor obligations related to project activities and support services under this Contract will continue without interruption during disputes unless suspended by FDLE or unless the dispute relates to non-payment by FDLE. FDLE reserves the right to withhold payments during disputes relating to breach by Contractor. The failure of FDLE to release payment during disputes relating to breach by Contractor will not constitute a breach or default by FDLE.

### **13. Effective Date**

This Contract shall be effective when signed by the Contracting Party and the Department.

### **14. Execution in Counterparts**

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

### **15. E-Verify**

The Department shall consider the employment by any Contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract. The Contracting Party certifies that it participates in the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification Program, and that it will assure that any sub-contractor with which it contracts for the performance of this contract participates in the E-Verify Employment Eligibility Verification Program.

### **16. Financial Consequences for Contractors Failure to Perform**

If the Contracting Party fails to meet the minimum level of service or performance identified in this agreement, or is customary for the industry, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per FDLE Special Conditions (as applicable), and termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on Contracting Party's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

### **17. Insurance Requirements**

During the Contract term, the Contracting Party at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contracting Party. Upon request, the Contracting Party shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contracting Party shall not be interpreted as limiting the Contracting Party's liability and obligations under the contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

## **18. Intellectual Property**

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, subject to Section 287.057(k) Florida Statutes, any intellectual property developed as a result of this Contract will belong to and become the sole property of the state. The rights conveyed to the state pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed and refined by the Contracting Party and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of any Contract.

## **19. Invoicing**

All invoices or bills for fees or other compensation for services, or expenses shall be submitted with reasonable detail for a proper pre-audit and post-audit thereof, to comply with Section 287.058(1) (a), Florida Statutes. This information will include Contractor Name and remit to address; Contractor billing contact phone number and/or email address; Contractor FEID number; Contract number; Month/Year Billing term; detailed deliverable number with description; and payment amount due.

All Oracle Technical Support Services and/or Maintenance Support Services will be invoiced and paid quarterly in arrears.

Invoices must be submitted to:

Florida Department of Law Enforcement  
Attn: Accounts Payable  
PO Box 1489  
Tallahassee, Florida 32302  
Phone: 850-410-7155  
Email: [FDLEAccountsPayable@fdle.state.fl.us](mailto:FDLEAccountsPayable@fdle.state.fl.us)

Whenever this Contract is terminated with or without cause, all amounts due shall be pro-rated.

## **20. The Department is Self-Insured**

The Department is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contracting party in any way. The Department shall not be deemed to assume any liability for the acts, omissions to act and negligence of the Contracting Party, its agents, servants and employees; nor shall the Contracting Party exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contracting Party.

Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

## **21. Modification of Terms**

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contracting Party and any communications, promises, representations or agreements, not included in writing in this contract, shall not be binding upon any party. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contracting Party. No oral agreements or representations shall be valid or binding upon the Department or the Contracting Party. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. The Contracting Party may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contracting Party's order or fiscal forms or other documents forwarded by the Contracting Party for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contracting Party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**22. Non-Material Errors**

CONTRACTOR and FDLE agree that non-material errors in contract language, terms and conditions (e.g., typos and other obvious errors) will be correctable without amending the Agreement provided that the nature of the Agreement is not altered by such correction.

**23. Non-Solicitation**

Unless otherwise agreed to by the Parties in writing, during the term of the Agreement and for a period of one (1) year after termination of the Agreement, neither party, as between CONTRACTOR and, collectively, FDLE will directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor a staff member of the other party or a former staff member that is or was involved with the Agreement.

**24. Notices**

Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.

Change of address, as well as, any other notice(s) required by this contract shall be delivered to the Department of Law Enforcement for the attention of:

FDLE Off-Site Mail Facility  
Office of General Services  
813-B Lake Bradford Road  
Tallahassee, Florida 32399  
[FDLEOGSContracts@fdle.state.fl.us](mailto:FDLEOGSContracts@fdle.state.fl.us)

And to the Contracting Party for the attention of:

Name:	
Title:	
Street Address:	



City/State/Zip:	
Phone Number:	
Email:	

**25. Payment**

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Florida Department of Financial Services. The Department is not authorized to pay to Contracting Party any deposit for services to be rendered or equipment to be purchased in the future.

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Contracting Party's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

**26. Public Records**

This contract shall be unilaterally canceled by the Department for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the contract.

Pursuant to Section 119.0701, Florida Statutes, Contractor agrees to keep and maintain public records required by the FDLE to perform the service. Upon request from FDLE's custodian of public records, Contractor agrees to provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Contractor does not transfer the records to FDLE.

Upon completion of the contract, Contractor shall transfer, at no cost, to FDLE all public records in possession of Contractor or keep and maintain public records required by FDLE to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records, in a format that is compatible with the information technology systems of FDLE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-410-7676, [PUBLICRECORDS@FDLE.STATE.FL.US](mailto:PUBLICRECORDS@FDLE.STATE.FL.US), OR VIA MAIL AT P.O. BOX 1489, ATTN: PUBLIC RECORDS DIVISION, TALLAHASSEE, FL 32302.

The Contractor agrees to the provisions of Section 287.057(16), Florida Statutes, and shall maintain throughout the term of the contract and at least four (4) years thereafter, detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices. All such records shall be made available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

In accordance with Section 215.985(16), Florida Statutes, this contract is subject to inclusion in the Florida Public Accountability Tracking System (FACTS) database and subject to posting, in whole or in part, on the Internet.

## **27. Right to Audit**

Upon execution of the Contract, the Department reserves the right to conduct an audit of the Contractor's records pertaining to this project. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion.

## **28. Renewal**

There shall be no automatic renewal of this contract. This Contract may be renewed for a period up to three (3) years or for a period no longer than the original term of the contract. Renewal contracts may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

## **29. Scrutinized Companies List (applies to all contracts)**

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not participating in a boycott of Israel, and (2) it is not on the Scrutinized Companies that Boycott Israel List. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

## **30. Scrutinized Companies Lists (applies only to contracts for \$1 million or more)**

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not on the Scrutinized Companies with Activities in Sudan List, (2) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and, (3) it does not have business operations in Cuba or Syria. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

## **31. Severability**

Any provision of this contract in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this contract.

## **32. Survival**

The provisions of all confidentiality obligations, indemnification, limitation of liability and any other sections, schedules or attachments to this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, will so survive.

### **33. Suspension of Work**

The Department may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The Department shall provide the Contracting Party written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contracting Party shall comply with the notice for a period up to thirty (30) days after the notice is delivered to the Contracting Party, and for any further period to which the Parties may agree. Within thirty (30) days, or any longer period agreed to by the Contracting Party, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contracting Party to any additional compensation.

### **34. Termination for Cause**

The Department may terminate the contract if the Contracting Party fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contracting Party shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contracting party shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contracting Party. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contracting Party and the subcontractor, and without the fault or negligence of either, the Contracting Party shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contracting Party to meet the required delivery schedule. If, after termination, it is determined that the Contracting Party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

### **35. Termination for Convenience**

This contract may be canceled in whole or in part by the Department when the Department determines in its sole discretion that it is in the Department's interest to do so upon giving 30 days written notice by Certified Mail, Return Receipt Requested or by private carrier express mail service. The Contracting Party shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contracting Party shall not be entitled to recover any cancellation charges or lost profits.

### **36. Travel**

All bills for any travel expenses that are authorized by Section 112.061, Florida Statutes, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

**37. Waiver**

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this contract, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default thereafter occurring; nor shall any waiver of single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

**38. Warranty of Ability to Perform**

The Contracting Party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contracting Party’s ability to satisfy its contract obligations. The Contracting Party warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contracting Party shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the contract.

**39. Warranty of Authority**

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be executed by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

<i>Contractor</i>	Florida Department of Law Enforcement
<i>Signature</i>	<i>Signature</i>
<i>Print Name</i>	<i>Print Name</i>
<i>Title</i>	<i>Title</i>
<i>Date</i>	<i>Date</i>

FDLE Office of General Counsel

<i>Signature</i>
<i>Date</i>

DRAFT