

Orange County Sheriff's Office



Request for Quote - RFQ #177-16 Body Shop Services

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 - Conflict of Interest
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- Agreement

FISCAL MANAGEMENT PURCHASING SECTION

Schedule

<u>Monday September 19, 2016</u>	Distribution to Vendors
<u>Sunday September 24, 2016</u>	1 st Publication (Orlando Sentinel)
<u>Sunday October 2, 2016</u>	2 nd Publication (Orlando Sentinel)
<u>Wednesday September 28,2016</u>	Deadline for receipt of Vendor questions
<u>Friday October 7, 2016</u>	Deadline for receipt of all Quotes

INFORMATION/INSTRUCTIONS

PURPOSE

The purpose of this Request for Quote is to seek 12-15 well-qualified Vendors to provide **Body Shop Repairs and Paint** for several different makes and models of law enforcement vehicles. Orange County is over 1,003 square miles and divided into 6 different sectors therefore we will be looking for vendors from various locations throughout Orange County and surrounding counties.

Titles:

1. Vendor or Contractor will be used interchangeably throughout this document.
2. Orange County Sheriff's Office (OCSO) or Agency will be used interchangeably throughout this document.
3. Agreement or Contract will be used interchangeably throughout this document.

MANDATORY REQUIREMENTS

The Orange County Sheriff's Office (OCSO) has established certain mandatory requirements which must be included. The use of the terms "shall", "must" or "will" in this Request for Quote indicates a mandatory requirement or condition.

The Orange County Sheriff's Office reserves the right to determine which vendors meet the mandatory requirements of the contract.

PUBLIC ENTITY CRIMES

Per Florida State Statute 287.133 2(a), A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida State Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted Vendor list.

CONFLICT OF INTEREST

The award is subject to the provisions of Chapter 112, Florida State Statutes. **All Vendors must disclose with their response the name of any officer, director, or agent who is also an employee of the Orange County Sheriff's Office.**

PUBLIC RECORD

Per Florida State Statute 119, Public Records, information submitted in response to this Request for Quote are subject to release upon request. General exemptions from inspection or copying of public records are contained in Florida State Statute 119.071.

NOTICE

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:

RECORDS UNIT, 2500 W. COLONIAL DR., ORLANDO, FLORIDA 32804;

EMAIL ADDRESS: JENNIFER.ALBRECHT@OCFL.NET

TELEPHONE NUMBER: 407-254-7028

In compliance with 119.0701, F.S. and 119.011 (2), F.S. the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created 36 or established by law.

Note that in accordance with Florida law the contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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 completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - a) A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
 - b) Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

TAX STATUS

The Orange County Sheriff's Office is tax exempt. As such, no federal, state or local taxes shall be charged.

BODY SHOP SERVICES AGREEMENT

There is a sample of the required Body Shop Services Agreement on page 15 of this RFQ. If chosen, the vendor will be required to sign this agreement.

CONTRACT PERIOD

Prices shall remain firm for one year from the date the Body Shop Services Agreement is signed by the Sheriff.

RENEWALS

The Orange County Sheriff's Office (OCSO) reserves the option of two (2) one (1) year renewals of the Body Shop Service Agreement, or any portion thereof, upon executing an addendum to the original agreement.

VENDOR BACKGROUND AND REFERENCES

1. The Vendor must have a proven track record of successfully providing body shop services.
2. The Vendor must provide a copy of the most current financial statement, upon request.
3. All Vendors must provide contact information for applicable references on the Vendor Response Form.

INSURANCE REQUIREMENTS – The successful Contractor shall deliver the required proof of insurance to the Sheriff no later than the date of contract execution.

INSPECTION – A physical inspection of the vendor's premises will be conducted by Orange County Sheriff's Office personnel to determine compliance with the terms and conditions of the contract. OCSO personnel will contact vendors to schedule an appointment for the inspection.

VENDOR QUESTIONS - All vendor questions must be submitted in writing to the Orange County Sheriff's Office's Purchasing Manager Shawna Wells, and must be received no later than **Wednesday September 28, 2016 at 5:00 p.m. EST.** Questions should be emailed to shawna.wells@ocfl.net

ADDENDUM – All vendor questions received by the published deadline will be answered through the issuance of an addendum. A written addendum will posted be on <http://apps.ocfl.net/orangebids/bidopen.asp>. Only written communications from the Purchasing Manager will be the official Sheriff's Office response to vendor questions.

SUBMITTING A QUOTE - Vendors must submit the following Vendor Response Forms to be responsive:

1. Vendor Quote
2. Vendor References
3. Conflict of Interest
4. Drug Free Workplace
5. Vendor Application and W9

DELIVERY OF QUOTES – Vendors desiring to provide the specified services in accordance with this R.F.Q., the completed Vendor Response Forms must be received no later than Friday October 7, 2016 at 5:00 p.m. EST.

For Mail Delivery:

Orange County Sheriff's Office
Purchasing Section
P.O. Box 1440
Orlando, FL 32802

For Hand Delivery or Overnight Carrier (Mark package "URGENT"):

Orange County Sheriff's Office
Attention: Shawna Wells, Purchasing Manager
2500 West Colonial Drive
Orlando, FL 32804

All Vendors delivering quotes to the physical address listed above must notify Purchasing at (407) 254-7147 or 407-254-7150 **immediately upon arrival**. A receipt will be furnished to the Vendor confirming delivery upon acceptance of the Vendor Response Forms. Deliveries made to the Sheriff's Office without securing a receipt may result in being disqualified from consideration.

The sealed envelope must be marked in the lower left outside corner with the Vendor name and "Request for Quote – RFQ#177-16".

ALL responses must be received at the Purchasing Section by **Friday October 7, 2016 at 5:00 p.m. EST** regardless of the delivery method. All responses received after the date and time specified above will be returned unopened. The Orange County Sheriff's Office will not be responsible for late deliveries or delayed mail.

COMMUNICATIONS – No negotiations, decisions, or actions will be initiated or executed by a Vendor as a result of any discussion with a Sheriff's Office employee.

AWARD – The Orange County Sheriff's Office Purchasing Manager will issue a written notice of the decision upon completion of a thorough review and analysis of all quotes received. Award may be all or none, by item, or any other basis as determined to be in the best interest of the Orange County Sheriff's Office. We are anticipating and expecting to award multiple vendors. Successful vendors will be notified and sent the Body Shop Services Agreement and asked to submit two (2) signed copies of the agreement and proof of insurance by an established deadline.

The Sheriff of Orange County reserves the right to accept or reject any or all Quotes.

VENDOR RESPONSE FORMS

- 1. Vendor Quote**
- 2. Vendor References**
- 3. Conflict of Interest**
- 4. Drug Free Workplace**
- 5. Vendor Application and W9**

VENDOR RESPONSE FORMS

Vendor Quote

Business Name: _____

Contact Person: _____

Contact Phone Number: _____

Contact Email: _____

Quote:

1. Body Labor Rate \$ _____ per hour

2. Paint Labor Rate \$ _____ per hour

3. Mechanical Labor Rate \$ _____ per hour

4. Paint Supplies Rate \$ _____ per hour

5. Parts % over Vendor cost _____ %

6. Sublets % over Vendor cost _____ %

Location of where the services will be performed:

Address: _____

City: _____

Zip: _____

Additional Information to be included in the quote:

VENDOR RESPONSE FORMS

VENDOR REFERENCES

The Vendor must have a proven track record of successfully providing body shop services. Law Enforcement agencies preferred. All vendors must provide contact information for applicable references.

COMPANY NAME

REPRESENTATIVE

ADDRESS/PHONE NUMBER

VENDOR RESPONSE FORMS

CONFLICT OF INTEREST

The award is subject to the provisions of Chapter 112, Florida State Statutes. All respondents must disclose the name of any officer, director, or agent who is an employee of the Orange County Sheriff's Office.

CHECK ONE

[] To the best of our knowledge, the undersigned vendor has no potential conflict of interest.

OR

[] The undersigned vendor submits information which may be a potential conflict of interest.

NAME(S)

COMPANY NAME

REPRESENTATIVE (Print Name)

SIGNATURE

DATE

VENDOR RESPONSE FORMS

DRUG – FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements

Vendor's Signature

Date



ORANGE COUNTY SHERIFF'S OFFICE

Sheriff Jerry L. Demings

Fiscal Management/Purchasing Section
Vendor Application Form
OCSOPURCHASING@OCFL.NET
Fax # 407-254-7151

Assigned Vendor Number _____

Sales Information

Do You Accept Government Purchase Orders? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Vendor Name (as shown on invoice)	
Sales Contact Person:	Sales Phone #:
Sales E-Mail Address:	Sales Fax #:

Correspondence Address

Payment Remittance Address

Address 1:	Address 1:
Address 2:	Address 2:
City State Zip	City State Zip

Billing Information

Legal Name of Company(as registered with IRS):	
Billing Contact Person:	Billing Phone #:
Billing E-Mail Address:	Billing Fax #:

Company Information

(Completed W-9 form must accompany the Vendor Application Form)

Type of Organization: Corporate Entity <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability <input type="checkbox"/>	Enter Tax Classification ___ (D=disregarded entity, C=corporation, P=partnership)
Individual/ Sole Proprietor-1099 (Owner's Full Name) _____	
FEDERAL IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER _____	
I hereby certify the information provided on this Vendor Application Form is accurate and truthful.	
Printed Name: _____	Signature: _____
Title: _____	Date: _____
Sheriff's Office Use Only:	
Existing Vendor Number: _____ Entered in System By: _____ Date: _____	

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entities name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes; enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b) (7) if the account satisfies the requirements of section 401(f) (2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees; see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Body Shop Services Agreement

Orange County Sheriff's Office

And

Business Name

**ORANGE COUNTY SHERIFF'S OFFICE
BODY SHOP SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into on this _____ day of _____, 2016 (the "Effective Date"), by and between the Orange County Sheriff's Office, an Independent Constitutional Office (the "Sheriff"), and _____ (the "Contractor"). The Sheriff and the Contractor are sometimes referred to herein collectively as the "Parties," and singly, without distinction, as a "Party."

WHEREAS, the Sheriff of Orange County desires to contract with a Body Shop to provide services to the Sheriff's Office, and

WHEREAS, the undersigned on behalf of the Contractor wishes to provide the services contained herein and in RFQ #177-16.

NOW, THEREFORE, in mutual consideration of the promises herein, the parties agree as follows:

I. DEFINITIONS

II. TERM

1. The Sheriff may immediately terminate this agreement in whole or part upon written notice to the Vendor whenever the Sheriff determines the Vendor has failed to meet the performance requirements of this agreement.

III. SCOPE OF SERVICES

1. The Vendor shall perform body shop repairs and paint on vehicles in a manner of one who is a recognized specialist and commonly provided by automotive body shops. The Vendor shall furnish labor, parts, materials and equipment for body shop repairs. Vehicle will be driven or towed to the Vendor
2. The Vendor shall:
 - A. Contact Fleet Management upon receipt of a damaged vehicle to receive an authorization number prior to the commencement of any estimate or repairs can begin. A written estimate will be completed for repairs under \$2500.00 based on industry standard estimating software. If the estimate is over \$2500.00 the Vendor will notify OCSO Fleet Management designee within 24 hours so the Florida Sheriff's Association Risk Management can assign an outside estimate to be completed.
 - B. Use Original Equipment Manufacturer (OEM) parts for vehicles with 36,000 miles or LESS. Vehicles with OVER 36,000 miles must use Certified Automotive Parts Association (CAPA) parts unless approved by OCSO Fleet Management designee.

- C. Submit a supplement to the original estimate for additional damage found during the repair, which must be completed and approved.
- D. Provide a copy of the estimate with a completion date to the OCSO Fleet Management designee. Once approved Vendor can proceed with repairs.
- E. Suspend all physical work and expenditures, ordering of materials, etc. when a "Stop Work" or "Hold" order is given on a vehicle. Towing of the disabled or non-drivable vehicle will be coordinated by OCSO Fleet Management.
- F. Upon completion deliver the vehicle to OCSO Fleet Management, 2200 West Colonial Drive, Orlando Florida 32804. All vehicles delivered MUST be accompanied with the original invoice with copies of parts and independent contractor's receipts. The vehicle number, mileage, authorization number and a description of services rendered must be on the invoice.
- G. Clean the interior/exterior prior to returning the vehicles to Fleet Management.

IV. QUOTE

- 7. Body Labor Rate \$_____ per hour
- 8. Paint Labor Rate \$_____ per hour
- 9. Mechanical Labor Rate \$_____ per hour
- 10. Paint Supplies Rate \$_____ per hour
- 11. Parts % over Vendor cost _____ %
- 12. Sublets % over Vendor cost _____ %

V. VENDORS FACILITY AND STORAGE

- 1. The Vendor shall ensure that the facility garage and outside storage facilities that comply with all applicable building and zoning regulations for Automotive Body Shops and shall provide proof of compliance.
- 2. The Vendors must provide a secured, fenced-in area to accommodate the storage of up to 10 vehicles. All general outside storage spaces must be completely fenced and locked.

VI. COMPENSATION

The OCSO shall use its best efforts to remit payment in accordance with Florida's Prompt Payment Act, based on the Contractor's invoice after receipt of accurate invoice and approval by the OCSO. The OCSO is not obligated to pay, and may withhold from payment, any amounts the OCSO has in dispute with the Contractor based on the Contractor's non-performance, unsatisfactory performance or negligent performance of any services hereunder.

VII. ENTIRE AGREEMENT

This Agreement constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreement or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

VIII. STANDARD OF PERFORMANCE

All services by the Contractor shall be performed in compliance with the specified requirements, in a manner satisfactory to the OCSO, and in accordance with the generally accepted business practices and procedures of the OCSO and pursuant to the governing rules and regulations of the industry, based on the type of services performed hereunder.

IX. CONTRACTOR'S PERSONNEL

1. The Contractor certifies that is presently has adequate qualified personnel to perform all services Required under this Agreement and that all work performed under this Agreement shall be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to perform any work hereunder shall have such knowledge and experience as required to perform the duties assigned to them.
2. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to the Agreement, all employee compensation and benefits. The OCSO shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits. Federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of the Contractor. In addition, the Contractor shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

X. INDEPENDENT CONTRACTORS

Nothing in this Agreement shall be deemed or construed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the OCSO. The Contractor acknowledges that it is an independent contractor over the details and means for performing the services hereunder.

XI. TERMINATION

The OCSO may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving thirty (30) days advance written notice to the Contractor. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation, as determined by the OCSO, for any satisfactory authorized work performed in accordance with the Agreement up to the termination date; but in no event shall the OCSO be liable to the Contractor for expenses incurred after the termination date.

XII. WARRANTY

The Contractor warrants to the OCSO that all goods/work shall be free from defects in design and faulty or improper workmanship and shall be in strict compliance with the terms of this Agreement. This warranty shall be effective for a period of not less than one (1) year from the date of acceptance by the OCSO of such goods and/or services as satisfactorily complete, and shall be in addition to all other warranties, expressed, implied or statutory.

XIII. PUBLIC RECORD NOTICE

NOTICE

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:

RECORDS UNIT, 2500 W. COLONIAL DR., ORLANDO, FLORIDA 32804;

EMAIL ADDRESS: JENNIFER.ALBRECHT@OCFL.NET

TELEPHONE NUMBER: 407-254-7028

In compliance with 119.0701, F.S. and 119.011 (2), F.S. the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:

10. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
11. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
12. 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 completion of the contract if the contractor does not transfer the records to the public agency.
13. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
14. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
15. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
16. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
17. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
18. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

a) A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.

b) Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

XIII. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Florida, located in Orange County, Florida, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Florida located in Orange County, Florida.

The Company is required to provide copies of the insurance policies upon request.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement.

Orange County Sheriff's Office

Jerry L Demings, Sheriff

By: _____
Name: _____
Title:

Approved as to form and legality for
the reliance of the Sheriff of Orange
County, Florida only, this _____
Day of _____, 2016

Sr. Assistant General Counsel