

# Orange County Sheriff's Office



ITB # 190-21

## Law Enforcement Vehicle Equipment Installation

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**FISCAL MANAGEMENT  
PURCHASING SECTION**

**Orange County Sheriff's Office**  
**ITB #190-21**  
**Law Enforcement Vehicle Equipment Installation**

**Bid Schedule**

Sunday, April 4, 2021	1 <sup>st</sup> Publication (Orlando Sentinel)
Monday, April 5, 2021	Distribution of bid to Vendors via email and posted on OCSO website and Orange County Vendor page.
Sunday, April 11, 2021	2 <sup>nd</sup> Publication (Orlando Sentinel)
Monday, April 12, 2021 (10:30 AM)	Site Visit (OCSO Fleet Mgmt. Facility)
Wednesday, April 14, 2021 (4:00 PM)	Deadline for receipt of all Vendor questions
Thursday April 22, 2021 (4:00 PM)	Deadline for receipt of all bids
Friday April 23, 2021 (10:30 AM)	Bid Opening

**Orange County Sheriff's Office**  
**ITB #190-21**  
**Law Enforcement Vehicle Equipment Installation**

**BID INFORMATION/INSTRUCTIONS**

**PURPOSE**

The purpose of this Invitation to Bid (ITB) is to seek competitive pricing from qualified Bidders for Law Enforcement Vehicle Equipment Installation.

**CONTRACT PERIOD**

Prices shall remain firm for one year from the date of the 1<sup>st</sup> purchase order issued which will be considered the bid award date.

**TAX STATUS**

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

**RENEWALS**

The Orange County Sheriff's Office (OCSO) reserves the option to renew this bid or any portion thereof, for two (2) additional one (1) year terms, after the initial one year term upon issuance and acceptance of a new purchase order.

**MANDATORY REQUIREMENTS**

The OCSO has established certain mandatory requirements which must be included as a part of any bid. The use of the terms "shall", "must" or "will" in this ITB indicates a mandatory requirement or condition.

*All products included in bid submissions must meet or exceed all conditions and specifications of the ITB.*

The Orange County Sheriff's Office reserves the right to determine which bid submissions meet the mandatory requirements of the ITB.

**Titles:**

1. Bid or Proposal will be used interchangeably throughout this document.
2. Bidder, Proposer, Contractor or Vendor will be used interchangeably throughout this document.
3. Orange County Sheriff's Office (OCSO) or Agency will be used interchangeably throughout this document.

**VEHICLE EQUIPMENT**

All vehicle equipment will be furnished by the Sheriff's Office. The Bidder must supply all wire, connectors and hardware necessary for successful equipment installation.

**VENDOR REQUIREMENTS**

The successful Bidder will pick up vehicles for installation and return completed vehicles to the Sheriff's Fleet Management facility. The successful Bidder will be responsible for any and all costs associated with transporting the vehicles from the OCSO location to the VENDOR'S facility and back. The successful Bidder will provide the following information to Brandon Wilkins, of Fleet Management at [Brandon.wilkins@ocfl.net](mailto:Brandon.wilkins@ocfl.net) within one week of bid award notification: name, date of birth and driver's license number of all employees responsible for installing equipment and/or transporting vehicles from the OSCO facility to the Vendor's facility.

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An installation form provided by the Sheriff's Fleet Management must be submitted to the Sheriff's Fleet Management upon delivery of each completed vehicle to Fleet Management.

**SECURED VENDOR FACILITY**

Vendors must provide a secured, fenced-in area to accommodate the simultaneous storage of 10 to 15 OCSO vehicles. Vendor sites will be visited to ensure compliance with this requirement.

**VENDOR BACKGROUND AND REFERENCES**

1. The Vendor must have a proven track record of successfully completing installations for law enforcement agencies.
2. The Vendor must briefly describe the company's background and include a copy of the most current financial statement.
3. All Bidders must provide contact information for applicable references on the Vendor Response Form.

**SUB-CONTRACTORS**

The Bidder must be the actual installer of all equipment utilizing properly trained personnel, thoroughly familiar with the equipment to be installed. The Bidder shall not sub-contract any portion of installation work without the prior written approval of the Sheriff.

**INSURANCE REQUIREMENTS**

Vendor agrees to provide the Orange County Sheriff's Office with Certificates of Insurance, indicating the amount of coverage in force, upon request.

**WARRANTY**

The Vendor shall warranty all materials and workmanship against defects for a period of five (5) year following the date of final inspection and acceptance by Orange County Sheriff's Office Fleet Management personnel. The Vendor shall provide an on-site experienced technician within one (1) business day of receiving written (email) notification of installation issues. The Parties will identify the appropriate contacts after the bid is awarded. Any change to the contacts will be provided to the other party in writing within two (2) business days. Warranty concerns will be delivered in writing to the contact listed on the bid award, or to the updated contact if applicable.

**ALTERNATE BIDS**

The specifications listed in this ITB have been prepared to reflect the specific needs of the Orange County Sheriff's Office. **Alternate bids will not be considered.**

**SITE VISIT**

All Bidders interested in responding to this ITB will be given the opportunity to examine an equipped prototype vehicle to assist in determining costs associated with equipment installation. **This site visit will be for informational purposes only.** There will be no discussion of costs related to this ITB during the site visit. The site visit is scheduled as follows: **10:30AM, Monday April 12, 2021** at the Sheriff's Fleet Management facility located at 2200 W. Colonial Drive, Orlando, FL 32804.

**INSPECTION/ACCEPTANCE**

Inspection and acceptance of the services will be accomplished at the designated delivery point by OCSO Fleet Management personnel. All installations will be inspected by the Sheriff's designee for quality and operation of equipment installed.

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All materials supplied by the Vendor and workmanship shall remain the responsibility of the Bidder until physical inspection and acceptance by the Sheriff's Office.

**VENDOR QUESTIONS**

All Vendor questions must be submitted in writing to the Orange County Sheriff's Office, Attention: Shawna Wells, Purchasing Manager and must be received no later than **4:00 PM, Wednesday, April 14, 2021**. Questions may be emailed to [Shawna.Wells@ocfl.net](mailto: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 be issued to all Vendors known to be in receipt of this ITB. Only written communications from the Purchasing Manager will be the official Sheriff's Office response to Vendor questions.

**SUBMITTING BID(S)**

Vendors must utilize the enclosed Vendor Response Forms for submission of any or all prices. Prices must include any freight or shipping charges (FOB Destination) to the Agency. The Orange County Sheriff's Office is tax exempt. As such, no federal, state or local taxes shall be charged or included in the bid price.

**The following are the required Vendor Response Forms:**

- 1- Bid Response**
- 2- Vendor References/Conflict of Interest Form**
- 3- The enclosed Drug-Free Workplace Form**
- 4- Vendor Application**
- 5- IRS W9 Form**
- 6- Signed OCSO Standard Terms and Conditions**

**DELIVERY OF BID SUBMISSIONS**

Vendors desiring to provide the specified goods/services in accordance with this ITB shall return the completed original enclosures and all supportive documentation to the OCSO Purchasing Section, in the manner described below, along with **two (2) copies** no later than **4:00 PM (Eastern Standard Time), Thursday, April 22, 2021** to:

**For Mail Delivery (Mark package "ITB 190-21"):**

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

**For Hand Delivery or Overnight Carrier (Mark package "ITB 190-21"):**

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

**Orange County Sheriff's Office**  
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All Vendors delivering ITB packages by Hand Delivery or Overnight Carrier to the physical address listed above must notify Purchasing personnel at 407-254-7147 or 407-254-7150 and upon delivery to Purchasing personnel, a bid receipt will be furnished to the Vendor confirming delivery.

*The sealed bid envelope must be marked in the lower left outside corner with the Vendor name and "Sealed Bid #190-21".*

**ALL** bids must be received at the Purchasing Section by **4:00 PM (Eastern Standard Time), Thursday, April 22, 2021** regardless of the delivery method. All bids 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.

**BID OPENING**

All sealed bids received in accordance with the published deadline will be opened at **10:30 AM, Friday April 23, 2021** at the Sheriff's Fiscal Management Division, 2500 W. Colonial Drive, Orlando, Florida, 32804.

**COMMUNICATIONS**

No negotiations, decisions, or actions will be initiated or executed by a Bidder as a result of any discussion with a Sheriff's Office employee. Vendors must not divulge submitted bid prices to any representative of the Orange County Sheriff's Office, prior to the official bid opening.

**BID REVIEW/AWARD**

Upon completion of a thorough review and analysis of all bids received, the Orange County Sheriff's Office Purchasing Manager will issue a written notice of the decision to accept or reject bids to all respondents. 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. The bid award will be effective upon issuance of an Orange County Sheriff's Office purchase order.

**EMERGENCY**

If and when an emergency should occur, as determined by the Sheriff, the OCSO reserves the right to deviate from this Contract and procure labor from any available source.

**NEXT BEST BIDDER**

In the event of a default by the Vendor, or cancelation by OCSO, the OCSO reserves the right to utilize the next best responsive bid and responsible bidder. In the event of this occurrence, the new Vendor shall be required to provide the bid services at the prices as contained in their bid response, for the remainder of the award period.

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

**Orange County Sheriff's Office**  
**ITB #190-21**  
**Law Enforcement Vehicle Equipment Installation**

**BID SPECIFICATIONS**  
**VENDOR RESPONSE FORM**  
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**Orange County Sheriff's Office**  
**Fiscal Management-Purchasing Section**  
**Attention: Shawna Wells**  
**2500 W. Colonial Dr.**  
**Orlando, FL 32804**

**ITB # 190-21**  
**Vehicle Equipment**

**Bid Package Submittal**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Contract Phone Number: \_\_\_\_\_

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**BID SPECIFICATIONS**  
**VENDOR RESPONSE FORM**  
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Any changes to the equipment or the method of installation, including brand, connectors, type of vehicle, location of installation, or any other changes that affect the time line for installation or the price quoted herein, shall require the party requesting such changes to provide a written change order to the other party with copies to the Sheriff's Purchasing Manager.

<u>#</u>	<u>ITEM</u>	<u>SPECIFICATION</u>
A.	Equipment Installation – Marked Unit	<b>Vehicle types and quantities for the <i>INSTALLATION</i> of police equipment for a marked police vehicle:</b>  Approximate Quantity: 75- Ford Interceptor SUV  Bid Price for Installation:     \$ _____

The approximate time to complete 1 marked police vehicle:     \_\_\_\_\_ day(s)   \_\_\_\_\_ hour(s)  
How many vehicles can be completed per week:                     \_\_\_\_\_ vehicle(s)

Police equipment includes, but is not limited to the following:

- Light Bar with “Steady Burn”, Full-Flood and Hi/Low Power
- Siren Speaker
- Center Console with Dual Power Outlets
- Siren/Switch Control Panel
- Low-Frequency “Howler” Siren(s)
- Computer Stand
- Front and Rear Corner LED's
- Rear Window 6- Head Red/Blue Light
- Red/Blue Tag Lights
- Push/Pull Switch
- (8)- Single Red/Blue Lights- One Mounted to Each Corner Fender and Exterior Door Panel
- Police Antenna Mounted to Roof
- Front Push Bumper with Front and Angled Lights
- Front and Rear Side bumper lights
- Mirror Lights
- Front and Rear Cage Partitions
- Plastic Seat Cover
- Rear Door Panel Covers
- Rear Window Bars
- 2 Vertical Gun Racks
- Boss Strongbox Weapons Vault in Cargo Area
- Associated Wiring/Mounting Systems



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**Vehicle Equipment Installation**

**VENDOR RESPONSE FORM**  
**BID SPECIFICATIONS**  
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**B. Equipment Installation – Unmarked Unit**

**Vehicle types and quantities for the  
*INSTALLATION* of police equipment for an  
unmarked non-traditional police vehicle:**

Approximate Quantity:

35 or more – Non-traditional type vehicles to include, but not limited to the following:

- Chrysler Sedans, SUVs and Passenger Vans
- Chevrolet Sedans, SUVs and Passenger Vans
- Ford Sedans, SUVs and Passenger Vans
- Nissan Sedans, SUVs and Passenger Vans
- Toyota Sedans, SUVs and Passenger Vans

Bid Price for Installation:     \$ \_\_\_\_\_

The approximate time to complete 1 unmarked police vehicle:     \_\_\_\_\_ day(s) \_\_\_\_\_ hour(s)  
How many vehicles can be completed per week:                     \_\_\_\_\_ vehicle(s)

Police equipment includes, but is not limited to the following:

- Hand-held Siren/Switch Control
- Siren Speaker
- Front and Rear Corner LED's (and/or Headlight Wig/Wag and Brake Strobe Kit)
- (2)- Dual Red/Blue Rear Deck Light
- (2)- Dual Red/Blue Front Windshield Lights
- Computer Stand
- Flashlight wiring
- Push/Pull Switch
- Undercover Antenna
- Associated Wiring/Mounting systems.

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**VENDOR RESPONSE FORM**  
**VENDOR REFERENCES/CONFLICT OF INTEREST**  
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**VENDOR REFERENCES** - The Vendor must have a proven track record of successfully completed installations for other law enforcement agencies. All Vendors must provide contact information for applicable references.

COMPANY NAME                                      REPRESENTATIVE                                      ADDRESS/PHONE NUMBER

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**CONFLICT OF INTEREST** – The bid award is subject to the provisions of Chapter 112, Florida State Statutes. All bidders 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)

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COMPANY NAME

REPRESENTATIVE (Print Name)

SIGNATURE

DATE

**Orange County Sheriff's Office**  
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**Vehicle Equipment Installation**

**VENDOR RESPONSE FORM**  
**DRUG – FREE WORKPLACE FORM**  
**Page 5**

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



Sheriff John W. Mina

# ORANGE COUNTY SHERIFF'S OFFICE

## Fiscal Management / Purchasing Section Vendor Application Form

OCSOPurchasing@ocfl.net ♦ FAX: 407.254.7151

### Sales Information

Assigned Vendor Number \_\_\_\_\_

Do You Accept Government Purchase Orders?		Yes	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	Partnership	Limited Liability
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.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## 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 for Part II, later.

<b>Sign Here</b>	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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

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. See *What is FATCA reporting*, later, for further information.

**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.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## 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

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. 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 entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at [www.SSA.gov](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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, 4, or 5 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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*, earlier.

\*Note: The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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](mailto: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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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. commonwealths and 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.

## **Orange County Sheriff's Office Standard Terms and Conditions**

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OCSO Purchasing Vendor Number \_\_\_\_\_

This AGREEMENT is established by and between \_\_\_\_\_, (hereinafter referred to as "VENDOR") whose address is \_\_\_\_\_ and John W. Mina, as Sheriff in and for Orange County, Florida (hereinafter referred to as "SHERIFF")(collectively hereinafter referred to as "PARTIES").

**WHEREAS;** VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

**WHEREAS;** VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, subject to the all terms and conditions contained in this AGREEMENT; and

**WHEREAS;** the terms and conditions of this AGREEMENT are a condition precedent to entering into a contractual relationship with the SHERIFF and supersede any language to the contrary contained in VENDOR'S current or future contracts, agreements, memorandums of understanding, standard terms and conditions, invoices, or quotes (collectively hereinafter referred to as "OTHER WRITING"), regardless of the order of execution;

**NOW THEREFORE,** the PARTIES agree as follows:

### **A. GENERAL**

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR'S OTHER WRITING contains any terms or conditions which are in conflict with, or require any action that conflicts with, the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control; regardless of the order of execution of these documents. The PARTIES further agree that any term or language contained in VENDOR'S OTHER WRITING that purports to override or supersede the terms in this AGREEMENT shall be void and of no force or effect.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

### **B. QUALITY**

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

### **C. QUANTITY/PRICE**

The quantity of materials ordered or the prices specified must not be exceeded without written authorization being first obtained from SHERIFF.

### **D. INDEMNITY AND INSURANCE**

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law and section 768.28, F.S. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, privileges, or to rely on or demand performance of any provision of this AGREEMENT.

The VENDOR'S insurer must be duly authorized to conduct business in Florida. The VENDOR shall provide Certificates of Insurance indicating the amount of coverage in force, attached to this agreement.

VENDOR further agrees to provide workers' compensation coverage for all of VENDOR'S employees.

If there is no other agreement which specifies insurance requirements, the VENDOR, shall at a minimum, have the following coverages from companies rated at least as A+ companies by Standards and Poor's. VENDOR shall provide SHERIFF with thirty (30) days written notice of any changes to the insurer or coverages.

VENDOR shall, throughout the term of this Agreement, and at its own expense, maintain comprehensive general liability insurance in the amount of \$500,000.00 that shall protect VENDOR from claims for personal injury damages, including accidental death, as well as claims for property damage which may arise from the operation of this Agreement.

If the VENDOR drives SHERIFF'S vehicles that are owned, leased, rented or otherwise in the lawful possession of the SHERIFF, in the provision of services hereunder, the VENDOR shall, throughout the term of this Agreement, and at its own expense, maintain combined single limits insurance in the amount of \$300,000.00 for property damage and bodily injury.

If the VENDOR stores or repairs SHERIFF'S vehicles on VENDOR'S premises, in the provision of services hereunder, the VENDOR shall, throughout the term of this Agreement, and at its own expense, maintain Garage Keeper's Liability insurance in the amount of \$50,000 for legal liability.

#### **PROPERTY INSURANCE:**

The VENDOR shall be responsible for maintaining any and all property insurance on its own equipment and property and shall require all subcontractors to do likewise. The VENDOR shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the VENDOR.

**E. PACKING**

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

**F. DELIVERY**

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be effected within the time stated on the Purchase Order. Failure to do so may result in SHERIFF cancelling this order and purchasing elsewhere. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated. In case of default by VENDOR, SHERIFF may procure the materials or services covered by this order from other sources and hold VENDOR responsible for any excess occasioned thereby.

**G. MATERIAL SAFETY DATA SHEET**

VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statue 442. Appropriate label(s) and MSDS(s) shall be provided for all shipments. Send the MSDS and other pertinent data to: Orange County Sheriff's Office, Risk Management, P.O. Box 1440, Orlando, Florida 32802-1440.

**H. OSHA REQUIREMENT**

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

**I. PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133 (2) Florida Statutes, 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 any 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, for CATEGORY TWO (\$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state or federal regulatory or governmental entity.

**J. PROMPT PAYMENT ACT**

Contained below are provisions of Chapter 218, F.S., which regulate payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Officer, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms.

Attached below are the pertinent parts of Chapter 218, F.S. related to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or
2. If a proper invoice is not received by the local governmental entity, the date:
  - a. On which delivery of personal property is accepted by the local governmental entity;
  - b. On which services are completed;
  - c. On which the rental period begins; or
  - d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

#### **K. 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.

#### **L. ARBITRATION/MEDIATION**

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensure that the rights of the agency and the citizenry are protected.

#### **M. WARRANTY**

SHERIFF does not agree to waive direct, special or exemplary damages.

**N. SECURITY**

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR may be subjected to background checks upon SHERIFF'S request. VENDOR may be required to provide information about themselves, their employees and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and VENDOR agrees to abide that decision without cost or penalty to SHERIFF.

**O. TERMINATION**

This AGREEMENT and VENDOR'S OTHER WRITING may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to VENDOR. SHERIFF shall pay for all supplies and services provided by VENDOR, on a pro-rata basis calculated as of the date of termination.

**P. APPROPRIATION**

This AGREEMENT is subject to availability and annual appropriation of funds by the Orange County Board of County Commissioners (BCC). If funding for this project is not appropriated by the BCC for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of such termination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

**Q. MISCELLANEOUS**

None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the Orange County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the PARTIES.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this AGREEMENT in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

**R. PUBLIC RECORDS LAW**

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimed by SHERIFF to shield certain protected information but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely to be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality of any

information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

**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:

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 eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

**S. E-VERIFY**

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g.: Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2) (c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally, a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.

#### **T. MINORITY BUSINESSES AND WOMEN'S BUSINESS ENTERPRISES**

Where possible and practicable, **VENDOR** will endeavor to:

1. Place qualified small and minority businesses and women's business enterprises on its solicitation lists;
2. Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Divide the total requirements, when by its judgment as an expert in its field it is economically feasible, into smaller tasks or quantities that permitted maximum participation by small and minority businesses and women's business enterprises;
4. Establish delivery schedules, when necessary, which encourage participation by small and minority businesses and women's business enterprises; and
5. Use the services and assistance of federal, state and local governmental entities who qualify minority, women or disadvantaged companies, to obtain the names of primary and replacement firms, when applicable.

#### **U. GRANTS**

Any purchases funded through Federal Grants, including but not limited to UASI or SCHGP, shall require the **VENDOR** to comply with the provisions listed in 2 C.F.R. Part 200. Said provisions are attached hereto as "Attachment I."

#### **V. SUBCONTRACTORS**

**VENDOR** agrees that as the signatory to this **AGREEMENT**, it is solely responsible for the satisfactory provision of goods and services hereunder. **SHERIFF** does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this **AGREEMENT** except as identified by **VENDOR** in its proposal to **SHERIFF**. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this **AGREEMENT** shall be specifically identified by **VENDOR** and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by **VENDOR** to **SHERIFF** prior to the commencement of work or the payment of any sums due to **VENDOR**.

#### **W. TERM**

**SHERIFF** does not agree to automatic renewals or extensions as may be contained in **VENDOR'S OTHER WRITING**. Any renewal or extension beyond the original term as may be contained in **VENDOR'S OTHER WRITING**, must be in writing and executed by the **PARTIES**.

**X. PURCHASING COOPERATIVES / PROCUREMENT “PIGGY-BACKING”**

If VENDOR is providing goods and services through a Purchasing Cooperative or Piggy-Backing (using existing contract to acquire the same commodities or services at the same or lower price from another public entity contract) VENDOR agrees to extend the same terms and conditions of said Purchasing Cooperative or Piggy-Backing agreement to SHERIFF except as expressly modified herein. VENDOR shall identify the name of the Purchasing Cooperative or Originating Entity along with any contract number (or other identifying information) to SHERIFF in its quote to SHERIFF.

**Y. SEVERABILITY**

Should a court decide that any part, term or provision of this AGREEMENT is invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions of this AGREEMENT shall not be affected thereby.

*Remainder of page intentionally left blank*

**IN WITNESS THEREOF**, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

SHERIFF

VENDOR

\_\_\_\_\_  
John W. Mina

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form and Legality,  
for the Reliance of the Sheriff of  
Orange County, FL, ONLY:

\_\_\_\_\_  
Assistant General Counsel

\_\_\_\_\_  
Date