# ORANGE COUNTY SHERIFF'S OFFICE UNIFORM & BODY ARMOR BID (INVITATION TO BID, ITB #216-25)



Orange County Sheriff's
Office
2500 W. Colonial Dr.
Orlando, FL 32804
P.O. Box 1440
Orlando, FL 32802-1440
(407)254-7148

Website: <a href="http://www.ocso.com">http://www.ocso.com</a>
Date of Issue: 04/21/2025
Proposal Due Date: 05/09/2025

#### **CALENDAR OF EVENTS**

Listed below are the important dates and times by which the actions noted must be completed. If the Orange County Sheriff's Office (OCSO) finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

ACTION	COMPLETION DATE
Issue ITB	Monday, April 21, 2025
Questions Due	Monday, May 5, 2025, by 4:00 p.m.
Proposals Due	Friday, May 9, 2025, by 4:00 p.m.
ITB Opening	Monday, May 12, 2025, at 10:00 a.m. (Fiscal Conference Room)
Oral Presentation for top 3 proposer	TBD
Committee Recommendation	TBD
Contract Signed	TBD
Services Estimated Start Date	TBD

For information concerning procedures for responding to this solicitation, contact the OCSO Purchasing Manager, Rachelle Groetsch by email at <a href="mailto:Rachelle.Groetsch@ocsofl.com">Rachelle.Groetsch@ocsofl.com</a> or by telephone at (407) 254-7148.

#### UNIFORM & BODY ARMOR

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## ORANGE COUNTY SHERIFF'S OFFICE

#### **INVITATION TO BIDS**

**NOTICE IS HEREBY GIVEN** that the Orange County Sheriff's Office (OCSO) invites and will receive sealed Proposals from qualified companies to perform the service which is described in detail in the Invitation to Bid specifications.

REQUEST FOR PROPOSAL (ITB) #:216-25

PROJECT NAME: UNIFORM BID & BODY ARMOR

PRE-PROPOSAL CONFERENCE: NONE

**ITB OPENING LOCATION:** Orange County Sheriff's Office

2500 W. Colonial Drive Orlando, FL 32804

ITB OPENING DATE AND TIME: Monday, May 12, 2025, at 10:00a.m.

SUBMITTAL DEADLINE DATE/TIME: Friday, May 9, 2025, at 4:00p.m.

The OCSO is using an Invitation to Bid for this project and will award a contract to the Proposer that OCSO finds, in its sole discretion, best meets the long-term needs of the OCSO.

Specifications and ITB documents are available by downloading a bid package from the Purchasing Section of the Orange County Sheriff's Office website at <a href="https://www.ocso.com"><u>WWW.OCSO.COM</u></a>, or by calling the Purchasing Section at (407) 254-7148.

Qualified companies are invited to deliver one (1) hard copy Proposal clearly marked "Original" and five (5) copies, and one (1) Proposal in PDF format on a USB, in a sealed package marked "Invitation to Bid (ITB) #:216-25, Project Name: UNIFORM BID & BODY ARMOR to The Orange County Sheriff's Office, attn.: Purchasing Manager, 2500 W. Colonial Drive, Orlando, Florida 32804. The OCSO assumes no responsibility for Proposals received after the proposal deadline identified above or delivered to any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late Proposals will be held unopened and will not be considered for award.

All Proposers should ensure that the Proposal is both complete and accurate. The OCSO may require additional information or data from any of the Proposers.

An Evaluation Bid Committee (EBC), selected by the OCSO, will assemble to evaluate and fairly consider all Proposals received. The EBC will perform a review of Proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial and legal requirements of the ITB. The EBC will make a contract award recommendation to Sheriff John W. Mina following the review of

#### **UNIFORM & BODY ARMOR**

all Proposals and consideration of any additional evidence or data desired by the EBC.

All questions, comments, or concerns in reference to this ITB must be submitted in writing to – The Orange County Sheriff's Office, attn.: Purchasing Manager, 2500 W. Colonial Drive, Orlando, Florida 32804 or by email to – Rachelle.Groetsch@ocsofl.com. The Purchasing Manager is the only designated representative of the OCSO authorized to respond to comments, questions, and concerns. The OCSO will not respond to comments, questions or concerns addressed to any person other than the Purchasing Manager. If the OCSO determines a particular comment, question or concern necessitates a global response to all Proposers, the OCSO will issue a clarifying memorandum or addendum. The final day OCSO will accept questions will be five (5) business days prior to the Proposal submittal deadline date. The deadline for questions will be 05/05/2025 at 4: 00 p.m. EST.

The OCSO reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the OCSO depending on available competition and timely needs of the OCSO.

The OCSO reserves the right to select a Vendor with or without interviews and may decide to select any of the Proposers submitting qualified packages. The OCSO reserves the right to award the contract to a responsible Proposer submitting a responsive Proposal, with a resulting negotiated agreement that is most advantageous and in the best interests of the OCSO.

The Orange County Sheriff shall be the sole judge of the Proposal and the resulting negotiated agreement; its decision shall be final. The OCSO reserves the right to conduct such investigation, as it deems necessary, to determine the ability of any Proposer to perform the work or service requested.

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#### PROPOSAL ACKNOWLEDGEMENT FORM

Invitation to Bid (ITB) #:216-25
Project Name: UNIFORM & BODY BID

All Proposers must register receipt of a solicitation with the OCSO. By completing and returning this form, you are registering receipt of this solicitation with the OCSO and requesting notification of any addendum that may be issued regarding this solicitation.

The OCSO will post addenda on-line, in Adobe format, with the corresponding solicitation.

The OCSO will attempt to notify all prospective Proposers of any addendum issued to the solicitation. However, it shall be the responsibility of the Proposer, prior to submitting their response, to either:

- 1. Visit <a href="https://www.ocso.com">www.ocso.com</a> to view the solicitation and download all issued addendums; or
- 2. Contact the Purchasing Section to determine if addendums were issued.

Proposers must acknowledge and incorporate the addendums into their response.

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EMAIL THIS COMPLETED REGISTRATION FORM TO: Rachelle.Groetsch@ocsofl.com; ATTN: Proposal Acknowledge Form ITB#216-25

#### **GENERAL CONDITIONS**

#### **DEFINED TERMS**

Terms used in this Request for Proposal are defined and have the meaning assigned herein.

**Addendum** means a written change to a solicitation.

**Bid** shall refer to any offer(s) submitted in response to this Invitation to Bid.

**OCSO** refers to the Orange County Sheriff's Office.

**Contract** means the agreement to perform the services set forth in this solicitation.

**Evaluation Bid Committee** means the OCSO staff appointed to evaluate the Bids received in response to this ITB.

**ITB** refers to this sealed Invitation to Bid including all issued addenda.

**Modification** means a written change to a Contract.

**Pre-Award Documents** means those forms, insurances, permits, and licenses needed to begin work on behalf of the OCSO.

**Proposer** means any one Vendor submitting a Bid in response to the ITB.

**Responsive Bid** means a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the ITB.

**Responsible Bidder** means a Proposer that has the capacity and capability to perform the work required under the ITB and is otherwise eligible to become a Vendor.

**Solicitation** refers to the entire ITB package and the Proposer's Proposal as a response to this ITB.

**Proposal** refers to all documentation and information as submitted by the Proposer in response to this solicitation.

**Vendor** means any entity responding to this ITB who can submit a Responsive and Responsible bid, or any entity to which a Contract has been awarded.

For purposes of this Invitation to Bid the words "shall", "must", or "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the OCSO. A deviation is material if, in the OCSO's sole discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements. The words "should" or "may" are equivalent in this ITB and indicate very desirable conditions or requirements but are permissive in nature.

#### 1. PROPOSER REGISTRATION

Proposers who obtain solicitation documents must officially register receipt of the solicitation with the OCSO's Purchasing Section to be placed on the notification list for any forthcoming addendums or other official communications. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addendums.

#### 2. CONTACT

All prospective Proposers, their agents, and associates are hereby instructed not to contact any OCSO member or OCSO official other than the contact person indicated on Page 1 regarding this solicitation or their Proposal at any time prior to the final evaluation and recommended ranking by the OCSO staff for this project. Failure to comply with this provision shall be cause for rejection of your Proposal.

#### 3. ADDENDUMS AND INQUIRIES

- 3.1 If there is any doubt as to the true meaning of the specifications and information provided, Proposers may submit written or emailed inquiries regarding this solicitation to The Orange County Sheriff's Office, attn.: Purchasing Manager, 2500 W. Colonial Drive, Orlando, Florida 32804, Email Address: <a href="mailto:Rachelle.Groetsch@ocsofl.com">Rachelle.Groetsch@ocsofl.com</a>. The OCSO will respond to written or emailed inquiries received at least five (5) business days prior to the Proposal due date. Inquiries must reference the ITB number and the Proposal due date. Failure to comply with this condition shall result in the Proposer waiving their right to dispute the specifications and information provided in the solicitation document.
- 3.2 Any change to this solicitation shall be made by addendums duly issued to each registered Proposer. Receipt of such addendums must be noted on or within your response. It is the Proposer's responsibility to check the OCSO website (www.OCSO.com) to determine if addendums have been issued.
- 3.3 Oral Inquiries: The OCSO will not respond to oral inquiries.

#### 4. PUBLIC OPENING

Proposals shall be received in the Purchasing Section, 2500 W. Colonial Drive, Orlando, Florida, 32804, by the date and time indicated on Page 1 of these documents. The names of all Proposers shall be read off and a public opening of all valid proposals will be held at the OCSO headquarters on Monday, May 12, 2025, in the Fiscal Conference room.

#### 5. DELAYS

The OCSO, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of OCSO to do so. The OCSO will notify Proposers of all changes in scheduled due dates by written addendums.

#### 6. PROPOSAL SUBMISSION AND WITHDRAWAL

6.1 Address to drop off ITB BID:

Orange County Sheriff's Office Attention: Purchasing Manager 2500 W. Colonial Drive Orlando, FL 32804 Orange County Sheriff's Office Attention: Purchasing/ITB P.O. Box 1440 Orlando, FL 32802-1440

Mailing Address:

- 6.2 The outside of the envelope/container must be marked as **Invitation to Bid (ITB)**#:216-25, Project Name: UNIFORM & BODY ARMOR BID. The envelope/container must also include the Proposer's name and return address.
- 6.3 Proposers shall submit one (1) original and five (5) copies of the Proposal, and one (1) Proposal in PDF format on a USB, complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.
- 6.4 Responsibility for getting a Proposal to the OCSO on or before the specified date and time is solely and strictly that of the Proposer. The OCSO will not be responsible for any delay, for any reason whatsoever. Proposals by email, telephone, telegram, facsimile machines, or Internet, will not be accepted. Proposals will be received in the Purchasing Section and stamped on the outside of the envelope with the time and date they were received.
- 6.5 Proposals received after the date and time of the opening will not be opened or considered. It will be the Proposer's responsibility to plan for the return of their Proposal at their expense.
- 6.6 Proposals may be withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the proposal due date and time. After the expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.
- 6.7 Proposals, once opened, become the property of OCSO and will not be returned to the Proposer. Proposals not so withdrawn before the opening constitute an irrevocable offer for a period of ninety (90) days, or until one (1) or more of the Proposals have been accepted by OCSO, to provide OCSO with the services set forth in these specifications. No Proposer may withdraw their Proposal during this period.
- 6.8 The Proposer understands that responding to this solicitation does not constitute an agreement or contract with the Proposer. A Proposal is not binding until the

#### **UNIFORM & BODY ARMOR**

Proposal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

#### 7. PROPOSAL PREPARATION COST

The OCSO shall not be liable for any expense incurred in connection with preparation of a Proposal to this document. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of this document.

#### 8. ACCURACY OF PROPOSAL INFORMATION

Any Proposer who states in their Proposal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

#### 9. LICENSES

Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida for the type of work to be performed, at the time of Proposal and during the entire contract time.

#### **10. POSTING OF NOTICE OF INTENT**

An Invitation to Bid identifies a potential OCSO need or requirement for contracted goods or services and constitutes a notice of intent for award by posting the ITB on the OCSO's website. Advertising for responses to ITB's in local newspapers also advises or provides a notice of intent.

#### 11. PUBLIC RECORDS/TABULATION

Proposals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as a notice of decision or intended decision is provided, or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An award announcement will be posted on the OCSO website at WWW.OCSO.COM.

#### **12. RESERVED RIGHTS**

12.1 To the extent permitted by applicable state and federal laws and regulations, the OCSO reserves the right to reject all Proposals, to waive all informalities not involving price, time or changes in the work with the successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

12.2 The OCSO reserves the right to reject the Proposal of any Proposer if the OCSO believes it would not be in the best interest of the OCSO to make an award to that Proposer, whether because the Proposal is not responsive, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the OCSO.

#### 13. INSURANCE

Refer to Insurance Requirements in Section 3.08 and Appendix A of this ITB.

#### 14. INDEMNIFICATION/HOLD HARMLESS

The Proposer shall defend, indemnify and hold the OCSO, the OCSO's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Proposer, its sub-consultants and their officers, directors, agents or employees; any failure of the elected company to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected company's representations as set forth in the Proposal or any other failure of the selected company to comply with the obligations on its part to be performed under the contract.

#### 15. PUBLIC ENTITY CRIMES / NON-COLLUSIVE AFFIDAVIT

- 15.1 Each Proposer shall complete the Non-Collusive Affidavit, and the Public Entity Crimes Form and shall submit the forms with the Proposal. The OCSO considers the failure of the Proposer to submit these documents to be a major irregularity and may be cause for rejection of their Proposal.
- 15.2 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a vendor, 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 Florida Statute Chapter 287, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 15.3 Any Agreement with the OCSO obtained in violation of this section shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this section shall be removed from the Project and promptly replaced by a subcontractor acceptable to the OCSO.

#### **16. GRATUITIES AND KICKBACKS**

- 16.1 It is unethical for any person to offer, give or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any recommendation, approval, disapproval, decision, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or Proposal therefore.
- 16.2 It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to Vendor or higher tier subcontractor, or any person associated therewith, as an inducement of the award of a subcontract or order.
- 16.3 The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract, subcontract and solicitation, therefore.

#### 17. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The proposer shall be in compliance with Executive Order 11246 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

#### 18. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered prior to:

- 18.1 October 1, 1975.
- 18.2 Qualification for elective office.
- 18.3 Appointment to public office.
- 18.4 Beginning public employment.

#### 19. DRUG FREE WORKPLACE:

The OCSO has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the OCSO workplace.

The OCSO requires the attached Drug Free Workplace Affidavit to accompany all Proposals. This form has been adopted by OCSO in accordance with the Drug Free Workplace Act.

#### 20. APPLICABLE LAWS

Interested parties are advised that all the OCSO contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable Orange County Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail as the basis for contractual obligations between the Proposer and the OCSO for any terms and conditions not specifically stated within the context of the contract.

#### 21. COMPETENT PERSONNEL

All interested companies are to warrant that services shall be performed by skilled and competent personnel.

#### 22. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 22.1 Before delivering a Proposal, each Proposer must (a) consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Proposer's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors, and discrepancies, if any, in the solicitation documents.
- 22.2 The Proposer, by and through delivering a Proposal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services to be performed or the commodities to be furnished.

#### 23. SPECIFICATIONS

23.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

23.2 For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the Specifications in every respect.

#### 24. CANCELLATION CLAUSE

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of the contract by a thirty (30) day written notice of intent forwarded to the successful Proposer.

#### 25. ACCEPTING CONTENT OF PROPOSAL

By delivering a Proposal in response to this solicitation document, the Proposer certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Proposals shall be returned in the sequential manner as requested in the "Proposal Format and Requirements" section of this solicitation.

#### **26. TAXES**

The negotiated cost shall include all freight, handling, delivery, surcharges, or other incidental charges that may be required to provide the services or delivery of commodities. The OCSO is exempt from the payment of Federal and State taxes, including sales tax. Proposals shall not include sales tax to be collected from the OCSO. The OCSO's sales tax exemption is not available to Proposers for items they purchase, regardless of whether these items will be transferred to the OCSO.

#### 27. ASSIGNMENT

Successful Proposer shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without OCSO's prior written approval.

Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Proposer and the OCSO may, at its discretion, cancel the Contract and all rights, title and interest of Successful Proposer shall thereupon cease and terminate.

#### 28. SOLICITATION FORMS

If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Proposer may offer an alternative service. Alternate Proposals may be submitted for consideration. It will be at the OCSO's sole discretion to accept or reject all alternate Proposals received.

#### **UNIFORM & BODY ARMOR**

This solicitation presents OCSO's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Proposers are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the OCSO.

Proposals which deviate from the requirements herein may be delivered, providing that they are clearly identified as alternate Proposals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the OCSO that an alternative Proposal be considered. Such alternative Proposals will be provisionally accepted for consideration, subject to the reserved right of the OCSO to make the determination whether the above stated conditions for alternate Proposals have been satisfied and subject further to the reserved right of the OCSO to accept or reject these Proposals upon the basis of the determination.

## SECTION ONE INTRODUCTION AND INSTRUCTIONS

#### 1.01 RETURN MAILING ADDRESS, CONTACT INFORMATION AND PROPOSAL DEADLINE

Proposers must submit one (1)original, five (5) copies, and (1) USB of their Proposal, in PDF format, in writing, to the Purchasing Manager in a sealed envelope. It must be addressed as follows:

Option 1: Drop Off
Orange County Sheriff's Office, Attention: Purchasing Manager
2500 W. Colonial Drive, Orlando, Florida 32804
Invitation to Bid (ITB) #:216-25
Project Name: UNIFORM & BODY ARMOR BID

Option 2: Mail in Option
Orange County Sheriff's Office, Attention: Purchasing Manager
P.O. Box 1440, Orlando, Florida 32802-1440
Invitation to Bid (ITB) #:216-25
Project Name: UNIFORM & BODY ARMOR BID

Proposals must be received no later than 4:00 P.M., Florida time, on the date shown on the cover page. Faxed, emailed, or oral proposals will not be accepted.

A Proposer's failure to submit their Proposal prior to the deadline will cause the Proposal to be disqualified. Late Proposals or amendments will not be opened or accepted for evaluation. There will be no exception to this rule.

#### 1.02 ITB WORK SCHEDULE

The Invitation to Bid schedule set out herein represents OCSO's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule may also be delayed.

#### 1.03 PURPOSE OF THE ITB

It is the intent of the OCSO to secure a qualified company/companies to provide UNIFORMS & BODY ARMOR for the Orange County Sheriff's Office as detailed under Section 5 of this ITB.

#### 1.04 ASSISTANCE TO PROPOSERS WITH A DISABILITY

Proposers with a disability may receive accommodation regarding the means of communicating with this ITB or participating in the procurement process. For more information, contact the Purchasing Manager no later than fourteen (14) days **prior** to the deadline for receipt of Proposals.

#### 1.05 REQUIRED REVIEW

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material

must be made in writing and received by the Purchasing Manager at least ten (10) days before the Proposal submittal deadline date. This will allow the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Proposer's Proposals upon which the award cannot be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the OCSO Purchasing Manager, in writing, at least ten (10) days before the Proposal submittal deadline date.

#### 1.06 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

All questions must be emailed to the OCSO Purchasing Manager. (Rachelle.Groetsch@ocsofl.com) The final day that the OCSO will accept questions will be five (5) business days prior to the proposal submittal deadline date.

#### 1.07 AMENDMENTS

If an amendment is issued, it will be provided to all who were mailed or received a copy of the ITB and to those who have registered with the Purchasing Manager as having downloaded the ITB from the OCSO web site.

#### 1.08 ALTERNATE PROPOSALS

Proposals which deviate from the requirements herein may be delivered provided they are clearly identified as alternate proposals and provided further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and that it would be clearly in the interest of the OCSO that an alternate proposal be considered. Such alternate proposals will be provisionally accepted for consideration, subject to the reserved right of the OCSO to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the OCSO to accept or reject these proposals upon the basis of the determination.

#### 1.09 RIGHT OF REJECTION

Proposers must comply with all the terms of the ITB, the OCSO Purchasing Process, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Manager may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB. Proposers may not qualify the Proposal nor restrict the rights of the OCSO. If a Proposer does so, the Purchasing Manager may determine the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

The OCSO reserves the right to refrain from making an award if it determines that to be in its best interest.

#### A Proposal from a debarred or suspended Proposer shall be rejected.

#### 1.10 OCSO NOT RESPONSIBLE FOR PREPARATION COSTS

The OCSO will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any Proposal.

#### 1.11 DISCLOSURE OF PROPOSAL CONTENTS

All Proposals and other material submitted become the property of the OCSO and may be returned only at the OCSO's option, except for samples, which will be returned to bidders. Chapter 119, Florida Statutes requires public records to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be open for public inspection immediately after opening by the OCSO.

Trade secrets and other proprietary data contained in Proposals may be held confidential until a Notice of Decision or Notice of Intended Decision is issued by the OCSO Purchasing Manager or ten (10) days after opening, whichever is earlier, as provided by Section 120.057(3) (a), Florida Statutes, if the Proposer requests, in writing, that the Purchasing Manager does so, and if the Purchasing Manager agrees, in writing, to do so. Material considered confidential by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for confidentiality. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for material designated as proprietary or confidential as defined in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The Purchasing Section will not disclose or make public any pages of a Proposal on which the Proposer has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the Proposal to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information concerning the Proposer's organization and data that qualifies as a trade secret in accordance with the definition in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

#### 1.12 SUBCONTRACTORS

Subcontractors may be used to perform work under the contract only as necessary. If a Proposer intends to use subcontractors, the Proposer must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a Proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the OCSO's request:

- (a) Complete name of the subcontractor,
- (b) Complete address of the subcontractor,
- (c) Type of work the subcontractor will be performing,
- (d) Percentage of work the subcontractor will be providing,
- (e) Evidence, as set out in the relevant section of this ITB, that the subcontractor holds a valid business license, proof of required insurance and meets all other conditions set forth in this ITB to conduct business with the OCSO, and;
- (f) A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to rendering the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause the OCSO to consider their Proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of OCSO.

#### 1.13 JOINT VENTURES

Joint ventures will not be allowed.

#### 1.14 PROPOSER'S CERTIFICATION

By signature on the Proposal, Proposers certify that they comply with:

- (a) The laws of the State of Florida,
- (b) The applicable portion of the Federal Civil Rights Act of 1964,
- (c) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- (d) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,
- (e) Maintaining a Drug Free Workplace,
- (f) All terms and conditions set out in this ITB,
- (g) A condition that the Proposal submitted was independently arrived at, without collusion, under penalty of perjury, and
- (h) The requirement for all offers to remain open and valid for at least 90 days.

If any Proposer fails to comply with any provision of this paragraph, the OCSO reserves the right to disregard the Proposal, terminate the contract, or consider the Vendor in default.

#### 1.15 CONFLICT OF INTEREST

Each Proposal shall include a statement indicating whether the company or any individuals working on the contract has a possible conflict of interest (e.g. employed by the OCSO) and, if so, the nature of that conflict. The OCSO reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The OCSO's determination regarding any questions of conflict of interest shall be final.

#### 1.16 SOLICITATION ADVERTISING

Public notice regarding this ITB has been provided in accordance with OCSO policy and applicable Florida Statutes.

#### 1.17 INVOICING AND PAYMENTS

The Vendor(s) may invoice the OCSO for item(s) ordered as delivered. All invoices must have a unique invoice number and include the following: date of purchase, shipping locations, item description, item quantity shipped/delivered, item/stock number, unit price, and the OCSO Purchase Order or OCSO Purchase Requisition.

Timely payment of invoices is incumbent upon the OCSO and in no case shall payment exceed 45 calendar days from the date of receipt of a properly approved invoice.

Once a vendor is awarded the bid, we request that all invoices be emailed monthly and include a statement in Excel Format. (Fiscal will provide the acceptable Excel Format once a vendor is awarded)

Invoices shall be emailed to: OCSOAccountsPayable@ocsofl.com.

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## SECTION TWO STANDARD PROPOSAL INFORMATION

#### 2.01 AUTHORIZED SIGNATURE

All Proposals must be signed by an individual authorized to bind the Proposer to the provisions of the ITB. Proposals must remain open and valid for ninety (90) days from the proposal submittal date.

#### 2.02 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of Proposals will only be allowed if acceptable requests are received prior to the deadline set for receipt of Proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to OCSO's request.

#### 2.03 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **Section 1.09 Right of Rejection**. However, if the OCSO fails to identify or detect supplemental terms or conditions conflicting with those contained in this ITB, or that diminish the OCSO's rights under any contract resulting from the ITB, the term(s) or condition(s) will be considered null and void.

After award of contract:

- 2.03.1 if conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the ITB, the term or condition of the ITB will prevail;
- 2.03.2 if the OCSO's rights are diminished as a result of the application of a supplemental term or condition included in the Proposal, the supplemental term or condition will be considered null and void.

#### 2.04 CLARIFICATION OF PROPOSALS

In order to determine if a Proposal is reasonably suitable for award, communications by the Purchasing Manager or the Evaluation Bid Committee are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the Purchasing Manager or the Evaluation Bid Committee may be adjusted because of clarification under this section.

#### 2.05 DISCUSSIONS WITH PROPOSERS

The OCSO may conduct discussions with Proposers. The purpose of these discussions will be to ensure full understanding of the requirements of the ITB and Proposal. Discussions will be limited to specific sections of the ITB or Proposal identified by the Purchasing Manager. The Purchasing Manager will only hold discussions with Proposers who have submitted a Proposal deemed reasonably suitable for award. Discussions, if held, will be after the initial evaluation of Proposals by the Evaluation Bid Committee. If modifications are made because of these discussions, they will be put in writing. Following

#### **UNIFORMS & BODY ARMOR**

discussions, the Purchasing Manager may set a time for best and final Proposal submissions from those Proposers with whom discussions were held. Proposals may be reevaluated after receipt of the best and final Proposal submissions.

If a Proposer does not submit a best and final Proposal or a notice of withdrawal, the Proposer's immediate previous Proposal is considered the Proposer's best and final Proposal.

Proposers with a disability needing accommodation should contact the Purchasing Manager prior to the date set for discussions so that reasonable accommodation can be arranged. Any oral modification of a Proposal must be reduced to writing by the Proposer.

#### 2.06 PRIOR EXPERIENCE

Proposer must have at least three (3) years of experience in performing similar services as detailed under Section 5 of this ITB. The Proposer shall provide a list of five (5) references denoting experience and accomplishments. The list of references shall include names, titles, addresses and specific telephone numbers where parties may be reached.

#### 2.07 VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the Purchasing Section with the Proposal or within five (5) days of the OCSO's request.

#### 2.08 BUSINESS LICENSE AND OTHER REQUIRED LICENSES

At the time the Proposals are opened, all Proposers must be able to do business in the State of Florida and possess any professional licenses required by Florida Statute. Proposers should contact the Florida Department of State, Division of Corporations, P. O. Box 6327, Tallahassee, Florida 32314, or the Florida Department of Business and Professional Regulation, Division of Professions, 1940 North Monroe Street, Tallahassee, FL 32399-0760 for information on these licenses. Proposers must submit a copy of a valid Florida business or professional license with the Proposal as well as any licenses required to do business in Orange County.

A Proposer's failure to submit this evidence with the Proposal will cause their Proposal to be determined non-responsive.

#### 2.09 EVALUATION OF PROPOSALS

The Evaluation Bid Committee is made up of selected OCSO members. The evaluation will be based solely on the evaluation factors set out in Section 6 of this ITB. The Proposal ranked highest per Section 6 of this ITB shall be the Proposer to be negotiated with. A second highest ranking Proposer may also be selected as a "back-up" to the highest Proposer should they be unavailable at time of work assignment.

After receipt of Proposals, if there is a need for any substantial clarification or material change in the ITB, an amendment will be issued. The amendment will incorporate the clarification or change, and the new date and time established for new or amended Proposals. Evaluations may be adjusted because of receiving new or amended Proposals.

#### 2.10 CONTRACT NEGOTIATION

After final evaluation, the Purchasing Manager or their designee, may negotiate with the Proposer of the highest-ranked Proposal. Negotiations, if held, shall be within the scope of the Invitation to Bid and limited to those items that would not influence the ranking of Proposals. If the highest ranked Proposer fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the OCSO may terminate negotiations and negotiate with the Proposer of the next highest-ranked Proposal. If formal contract negotiations commence, they will be held in the OCSO Fiscal Conference Room in Orlando, Florida.

The Proposer will be responsible for their travel and per diem expenses.

#### 2.11 FAILURE TO NEGOTIATE

The OCSO may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer if the selected Proposer

- fails to provide the information required to begin negotiations in a timely manner,
- fails to negotiate in good faith;
- indicates they cannot perform the contract within the budgeted funds available for the project;

Or, if after a good faith effort, the Proposer and the OCSO simply cannot come to terms.

#### 2.12 NOTICE OF INTENT TO AWARD (NIA) — PROPOSER NOTIFICATION OF SELECTION

The Purchasing Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Proposers which identifies the highest ranked Proposer. The NIA will set out the names of all Proposers and identify the Proposal selected.

#### 2.13 PROTEST

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. Upon completion of a thorough review and analysis of all bids received, the Orange County Sheriff's Office Purchasing Manager will issue a written award notice to all respondents. Award notification will be posted on the following website: WWW.OCSO.COM.

A protest must be in writing and sent to Rachelle Groetsch, Purchasing Manager at Rachelle.Groetsch@ocsofl.com. Failure to file a protest with the Purchasing Manager by 5:00 PM on the fifth (5<sup>th</sup>) full business day of the date posted on the website shall constitute a waiver OCSO of a bid protest.

Any actual or prospective bidder, proposer, respondent, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager, via email to Rachelle.Groetsch@ocsofl.com. A protest must be filed with the Purchasing Manager in writing within the times set forth.

The written protest shall identify the party filing the protest, the solicitation or contract with respect to which the protest is being filed, the legal and factual grounds for the protest, the specific relief which the appellant believes they are entitled to, and contain all necessary

#### **UNIFORMS & BODY ARMOR**

information, legal authority, and evidence to support the protest. The protestor shall be liable for all of its own costs and expenses incurred related to a protest, including all appeals. A protest must be filed within five (5) calendar days after such aggrieved person knows or should have known of facts giving rise thereto; but in no event more than five (5) days from the award being posted on the Agency's website, provided, however that:

- 1. Any protest with respect to the terms, conditions, specifications, or procedures contained in the solicitation must be filed by the date established by the Purchasing Manager and set forth in the solicitation. If no date is established for such protests in the solicitation, such a protest must be filed no later than five (5) calendar days after the posting of the solicitation or the addendum containing the provision at issue.
- 2. No protest of any kind with respect to a solicitation or contract may be filed more than five (5) calendar days after the Sheriff's posting of a Notice of Intended Action to make an award or setting forth the final recommended rank order of respondents to a solicitation.
- 3. Notwithstanding anything in this subsection to the contrary, no protest may be filed or heard after the contract award has been fully executed.

Notwithstanding anything in this subsection to the contrary, the following matters may not be protested:

- 1. If the Sheriff elects in his sole discretion to weight solicitation evaluation criteria or adopt a formula for evaluation, a protest may not challenge the relative weight assigned to the solicitation evaluation criteria by the Sheriff, or the formula adopted for evaluation. If the Sheriff elects in his sole discretion not to weight solicitation evaluation criteria or to adopt a formula for evaluation, a protest may not challenge such elections.
- 2. A protest may not challenge a decision or action of the Sheriff based on GO 17.1.4. If all solicitations are rejected or a solicitation is cancelled, all solicitation submittals received may remain confidential, at the discretion of the Purchasing Manager, in accordance with Chapter 119, Florida Statutes, as amended.

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## SECTION THREE STANDARD CONTRACT INFORMATION

#### 3.01 CONTRACT TYPE

The contract will be based on a fee schedule for authorized services or deliverables.

#### 3.02 CONTRACT APPROVAL

This ITB does not, by itself, obligate the OCSO. OCSO's obligation will commence when a contract is approved by the Sheriff of Orange County, or their designee. Upon written notice to the Vendor, the OCSO may set a different starting date for the contract. The OCSO will not be responsible for any work done by the Vendor, even work done in good faith, if it occurs prior to the contract start date set by the OCSO.

#### 3.03 STANDARD CONTRACT PROVISIONS

The Vendor will be required to sign a contract and comply with the contract provisions established as a result of this proposal. No alteration of these provisions will be permitted without prior written approval from OCSO's General Counsel. Objections to any of the provisions in this ITB or appendices must be set out in the Proposer's Proposal.

#### 3.04 PROPOSAL AS A PART OF THE CONTRACT

Part or all of this ITB and the successful Proposal may be incorporated into the resulting contract.

#### 3.05 TERM OF CONTRACT

The Contract awarded to the Vendor shall be in effect for a three (3) year period. The OCSO and the awarded Vendor(s) may renew the agreement upon mutual acceptance of terms for two (2) additional one (1) year periods.

#### 3.06 CONTRACT TERMS & CONDITIONS

Pricing for the contract shall be at a fixed rate for the duration of the initial term. Following the initial term and any subsequent renewal term, Vendor may submit a request for increase. The vendor agrees that in the absence of an equitable price adjustment from the manufacturer, renewal pricing shall not increase by more than 3% per year.

#### 3.07 ADDITIONAL TERMS AND CONDITIONS

The OCSO reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the ITB and will not affect the Proposal evaluations.

#### 3.08 INSURANCE REQUIREMENTS

The Vendor shall maintain in effect during the time period of the contract, "Adequate Insurance Coverages" as required by federal, state and local laws, regulations and ordinances as further detailed under Attachment A of this ITB. Such coverage shall be provided by companies approved by the OCSO. A vendor shall not commence or continue work under the contract until evidence of "Adequate Coverage" has been provided to and approved by the Purchasing Manager. In addition, in the event that the Vendor does commence or continue work during any period where "Adequate Insurance Coverage" is not in force, charges assessed to the OCSO for uninsured independent Vendors will be back charged to the Vendor.

Should any of the required policies be canceled or undergo material change before the expiration date, the issuing insurance company will mail sixty (60) days written notice to: OCSO Purchasing Manager, Orange County Sheriff's Office, 2500 W. Colonial Drive, Orlando, Florida, 32804.

#### 3.09 INDEMNITY

The Vendor covenants and agrees to indemnify and hold harmless the OCSO, and to defend it from all cost, expenses, damages, attorney's fees, injury or loss, to which the OCSO may be subjected by any person, company, corporation or organization by reason of any wrong doing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Vendor, the Vendor's employees, the Vendor's agent or assigns, or subcontractors.

#### 3.10 CONTRACT FUNDING

Approval or continuation of a contract resulting from this ITB is contingent upon funding appropriations from or to the Orange County Sheriff's Office.

#### 3.11 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Sheriff or Undersheriff. Under no conditions will the OCSO be liable for the payment of any interest charges associated with the cost of the contract. The OCSO is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

In order to be considered a valid invoice, it must be based on a proper delivery of services to and acceptance by the OCSO; the Vendor, contractor or other party who is supplying the services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements, that those requirements have been complied with.

All payments made under the contract will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than forty-five (45) days from receipt of a valid invoice.

In the event a dispute occurs between a Vendor or other invoicing party and the OCSO concerning payment of an invoice, the OCSO Purchasing Manager and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide the OCSO such material and information as the OCSO may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature.

This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the OCSO. Any decision by the OCSO Purchasing Manager shall constitute the final decision of the OCSO regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

#### 3.12 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the OCSO. If performed, the scope of the debriefing will be limited to the work performed by the Vendor.

#### 3.13 CHANGE IN COMPANY OWNERSHIP

The Vendor agrees if there is a change or transfer in ownership of Vendor's business prior to completion of an Agreement, and OCSO agrees to an assignment of the Agreement, the new owners shall be required, under the terms of sale or other instrument of transfer, to assume Vendors duties and obligations contained in the Agreement and complete them to the satisfaction of the OCSO.

## 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Vendor is responsible for the delivery of all products or services set out in the contract. All deliverables are subject to inspection, evaluation, and approval by the OCSO. OCSO may employ all reasonable means to ensure that the deliverables are in compliance with the contract. Should the OCSO determine that corrections or modifications are necessary in order to accomplish its intent, the OCSO may direct the Vendor to make such changes. The Vendor will not unreasonably withhold such changes.

Substantial failure of the Vendor to perform the contract may cause the OCSO to terminate the contract. In this event, the OCSO may require the Vendor to reimburse monies paid (based on the identified portion of unacceptable deliverable received) and may seek associated damages.

#### 3.15 CONTRACT TERMINATION

The following contract termination provisions apply in addition to the termination rights provided under any contract that results from this ITB. This section does not restrict OCSO's termination rights under the resulting contract provisions.

The Orange County Sheriff's Office may terminate the contract at any time that the Vendor fails to carry out its provisions or to make substantial progress under the terms specified in this document.

- (a) The Orange County Sheriff's Office shall provide the Vendor with thirty (30) days written notice of conditions endangering performance. (A lesser number of days may be specified and enforced if required by an outside agency.) If, after such notice the Vendor fails to remedy the condition contained in the notice, the Orange County Sheriff's Office shall issue an immediate stop work order.
- (b) Should the above conditions occur, the Orange County Sheriff's Office shall only be obligated to reimburse the Vendor for services rendered prior to the date of termination, less any non-performance liquidated damages.
- (c) Notwithstanding any other provision, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming through failure of the Orange County Sheriff's Office to appropriate funds, discontinuance or material alteration of the program under which funds were provided; the Orange County Sheriff's Office has the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.
- (d) With the mutual agreement of the Orange County Sheriff's Office and the Vendor upon receipt and acceptance of not less than sixty (60) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party. This clause does not restrict the OCSO's termination rights under the contract provisions.

#### 3.16 CONTRACT CHANGES – ADDITIONAL WORK

During the course of the contract, the Vendor may be requested to perform additional work. That work will be within the general scope of the initial contract. When additional work is requested, the OCSO will provide the Vendor with a written description of the additional work and request the Vendor to submit a company time schedule for accomplishing the additional work and a company price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The Vendor will not commence additional work until OCSO has secured any required OCSO approvals necessary for the amendment and issued a written contract amendment, approved by the Sheriff or his designee.

#### 3.17 CONTRACT INVALIDATION

If any provision of a contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

## SECTION FOUR SCOPE OF WORK

#### 4.01 GENERAL BACKGROUND

The Orange County Sheriff's Office (OCSO) is seeking to enter into a contract with a Vendor or Vendors to provide delivery of agency uniforms and body armor.

The Vendor shall agree to accept the following responsibilities and provide the following services to the OCSO. The Vendor also understands that procurement of uniforms and body armor as set forth herein are not exclusive to the successful Proposer and that the OCSO may elect to utilize multiple Vendors to satisfy the need of the agency.

#### 4.02 ESTIMATED QUANTITIES & SUBSTITUTIONS

Any quantities listed are given only as a guideline for preparing a Proposal and should not be construed as representing actual quantities to be purchased.

The Proposer shall be required to provide only the product(s) awarded. Substituted items delivered or provided to the OCSO without prior approval by the Director of Material Control and Supply, or designee, are prohibited, may be returned at the Proposer's expense, and may lead to termination of the resulting Contract.

After award and in the event the product specified can no longer be provided, for reasons beyond the Proposer's control (i.e. product discontinuance), the Proposer shall provide an alternate product request to the Director of Material Control and Supply, or designee. The alternate product must meet (or exceed) all terms, conditions, and specifications applicable to the originally specified product. A product sample for review will be required by the Director of Material Control and Supply, or designee, prior to acceptance. The OCSO reserves the right to reject any alternate product and terminate the contract.

#### 4.03 ORDERING ON-LINE WEBSITE & DELIVERY

The OCSO requires the vendor to provide a Real Time dedicated website exclusive to OCSO for uniform transactions. This site should be capable of placing orders, tracking shipments, providing on hand inventory availability, showing order status, tracking employee information (past orders, sizing. etc.), reporting functions and on-line invoicing. The cost of this website shall be the responsibility of the successful vendor. The vendor must have a sample site that is currently operational for reference at the time of this bid. The vendor must provide contact information for on-line website support. Failure to meet this requirement may be cause for rejection.

Orders will be centralized, entered by the onsite vendor or OCSO assigned personnel in the supply warehouse on behalf of the recipient and delivered to the supply warehouse.

Product(s) shall be shipped as Free on Board (FOB) Destination, and arrive within twenty (20) days after the order is placed. Deliveries must be made to the address specified on the Purchase Order submitted by OCSO and made between 8:30 a.m. and 4:00 p.m., local time, Monday through Friday, excluding State holidays. The Proposer shall be solely responsible for the shipment of delivery to the designated facility. Any delivery charges

shall be the responsibility of the vendor, inclusive of items returned for cause. Replacement uniforms and new employee orders shall be expedited and delivered within ten (10) working days following acceptance of order.

The Vendor shall be responsible for maintaining a minimum stock level and ensuring any back-ordered items are delivered within twenty (20) days from time of purchase.

#### 4.04 EMBLEMS

OCSO prefers that all required uniform emblems be provided by the uniform Vendor, stocked and attached at the factory, except for those patches supplied by OCSO or an onsite vendor.

#### 4.05 ALTERATIONS

Bidders selected to provide Class A and B Uniforms or body armor must be able to provide one or more full-time, onsite fully licensed tailors to take measurements, fit, and perform alterations to those garments or other garments issued by the Sheriff's Office upon request. The onsite tailor will also handle the taking of orders for uniforms and body armor and any additional equipment as needed, receiving of the orders, providing delivery and tracking information as well as handling returns. The tailor(s) shall be fully equipped to take all measurements for and be able to make emergency alterations to Class A Uniforms and Class B Uniforms as required by the Sheriff's office during normal hours of operation. The Sheriff's office will provide 72 hours' notice when additional hours are required. It is the Bidder's responsibility to ensure that all uniforms fit properly and to the acceptance of the individual getting fitted.

- A bidder selected to provide <u>only Class A Uniforms and Class B Uniforms</u> must provide one full-time onsite tailor. Upon notification from the Sheriff's Office that one onsite tailor is insufficient to meet performance demands, the vendor must be able to assign a second onsite tailor. The second tailor must be available full-time, but may be considered for parttime assignment at the Sheriff's Office discretion based on workload.
- A bidder selected to provide only body armor must provide one full-time onsite tailor.
- A bidder selected to provide <u>Class A and B Uniforms and body armor</u> must provide two full-time onsite tailors.

The onsite tailors shall be located at a room designated by the Sheriff's Office for this purpose.

The Bidders shall indicate in their Bid Response the number of calendar days required to deliver correctly altered garments after the taking of measurements and processing the order.

#### 4.06 PROFESSIONAL SIZING

The professional tailor services provided by the awarded Vendor will be required to size the OCSO members for their first issue of uniforms and/or other items requiring sizing. Fitting sessions will be scheduled a minimum of 7-14 days in advance of order and will be held at the OCSO supply warehouse or other location as agreed upon by both Parties.

The Vendor must provide a list of locations where, in the event a member is unable to attend a scheduled sizing at OCSO, members may travel to for sizing. The location must be located within Orange County, Florida or within a thirty-minute drive of the municipal UNIFORMS & BODY ARMOR boundaries of Orange County.

#### 4.07 SPECIAL ORDERS

Special Orders are those items that are outside of the listed size scale or altered or manufactured to fit a special need. The vendor must indicate on the Bid Form in the space provided the percentage of increase from the bid prices for all special-order sizes. There shall be no other extra charge for special orders other than this percentage increase. Items that are deemed "Special" shall be delivered within 120 days.

#### 4.08 LABELING

All garments must have a care label permanently affixed giving the care instructions and must show the lot number, size, and fiber content of the garment. The labels for permanent press or fine washables shall reflect specific washing/care instructions.

#### 4.09 FABRIC

All fabric shall meet standard shrinkage allowance of approximately 2%, be colorfast, and be Guaranteed Washable.

#### 4.10 WARRANTY

All material shall be new, of current manufacture and shall carry the standard warranties prescribed for each specified fabric. Vendors shall submit to the OCSO, if requested, new fabrics to test as they come on the market. Additional or reduced costs for new fabrics for each item shall be negotiated and agreed upon in writing. Supporting documentation showing increased or decreased costs shall include invoices for old fabric vs. cost of new fabric. Workmanship and products shall be in accordance with standard practices of the trade. Special attention is directed to the fact that seams tearing at the seam line, gathering of fabric or puckering of garments after wear or use is not acceptable. Garments must be fully warranted against defects for a minimum of 90 days.

#### 4.11 SAMPLES

Vendors must submit samples of <u>all</u> uniform items proposed for consideration with their bid submission. If samples are not provided for all items proposed, a bid will not be considered for award. (Samples will be returned after the bid is awarded.)

#### 4.12 PROPOSAL TERMS & CONDITIONS

Proposers may submit and subsequently be awarded an agreement for some, or all items listed. Therefore, incomplete bid responses will be accepted from vendors who do not provide all requested brands and/or items.

#### 4.13 PROPOSAL PRICING

Bids must be firm prices, and shall include all packaging, handling, shipping, professional sizing, initial alterations/hemming and other applicable fees.

## SECTION FIVE PROPOSAL FORMAT AND CONTENT

#### 5.01 PROPOSAL FORMAT AND CONTENT

The OCSO discourages overly lengthy and costly Proposals, however, for OCSO to evaluate Proposals fairly and completely, Proposers must follow the format set out in this ITB and provide all information requested.

#### 5.02 INTRODUCTION

Proposals must include the complete name and address of the Proposer's company and the name, mailing address, and telephone number of the person the OCSO should contact regarding the Proposal.

Proposals must confirm that the Proposer will comply with all provisions in this ITB. Proposals must be signed by a company officer empowered to bind the company. Proof of such binding authority shall be furnished as part of the Proposal. A Proposer's failure to include these items in the Proposal may cause the Proposal to be determined to be non-responsive and the Proposal may be rejected.

#### 5.03 METHODOLOGY & MANAGEMENT PLAN FOR THE PROJECT

Proposers must provide comprehensive narrative statements that set out the methodology and management plan they intend to employ and illustrate how they serve to accomplish the work as listed in Section 5 of this ITB and meet the OCSO's project deadline.

#### 5.04 EXPERIENCE AND QUALIFICATIONS

Proposals must include the length of time Proposer has been in the business of providing services similar to those requested in this ITB; current and recent history of past performance by the Proposer; any evidence submitted (letters of reference) or readily attainable regarding the quality of past performance and the reliability of responsiveness of the Respondent; the apparent capabilities of the Respondent to perform well in the execution of its obligations under a contract with the OCSO as evidenced by its leadership and management personnel, size of the organization, length of time in business, past performance, and other current contractual obligations, defining the Proposers capability to undertake and successfully fulfill the obligations proposed.

#### 5.05 COST PROPOSAL

Proposers are encouraged to submit price quotes on the attached Cost Fee Schedule for all items they can provide. If Proposer does not provide certain items, they are not required to submit a bid for that item. (Please use N/A for those items) If Proposer wishes to provide additional items which are not listed on the Cost Fee Schedule form, a quote for each item should be provided using the attached Ancillary Fees, Administration or Value-Added Services form.

#### 5.06 EVALUATION CRITERIA

All Proposals will be reviewed to determine if they are responsive. It is determined that in the best interest of The Orange County Sheriff's Office when awarding the bid for service(s) for this ITB, the awarded Vendor must have a proven record in the specified fields of service. This being the case, the lowest cost Proposer will not necessarily be awarded the bid. Consideration will be given to reputation, experience, and ability to comply with time constraints of this ITB, consistent with the evaluation criteria set out in Section 6.

A Proposal shall be evaluated to determine whether the Proposer responds to the provisions, including goals and financial incentives, established in the Information to Bid, in order to prevent discrimination in the OCSO contracting, without regard to race, creed, color, sex, religion, age, national origin, disability, marital status, citizenship status or any other category protected by federal, state or local statute or code.

#### 5.06.01 TECHNICAL QUALIFICATIONS:

The OCSO will evaluate the Proposer's ability based on experience, equipment and qualifications of key staff members and the Vendor's record regarding this type of work, particularly in Orange County or with other Law Enforcement agencies in Florida.

#### 5.06.02 WRITTEN PROPOSAL EVALUATION:

The OCSO will evaluate the Proposer's understanding of proposed services to be undertaken as addressed in the ITB; assess how effectively the requirements for services will be addressed and assess the capabilities of the Proposer to match the scope and requirements of the ITB.

#### 5.06.03 OTHER FACTORS:

Other factors to be considered, but not limited to, are:

- a) The ability, capacity and skill of the Proposer to perform the contract;
- b) Whether the Proposer can perform the contract within the time specified, without delay or interference;
- c) The character and integrity, reputation, judgment, experience and efficiency of the Proposer;
- d) The quality of performance of previous contracts by the Proposer;
- e) Compliance by the Proposer with requirements of the ITB;
- f) Previous and existing compliance by the Proposer with laws and ordinances relating to the contract;
- g) The solvency of the financial resources of the Proposer to perform the contract or to provide the service;
- h) The quality, availability and adaptability of the Proposer's services to the particular use required;
- i) The ability of the Proposer to provide future service;
- j) The number and scope of conditions attached to the bid or proposal by the Proposer.

## SECTION SIX EVALUATION CRITERIA AND VENDOR SELECTION

#### 6.01 METHODOLOGY AND MANAGEMENT PLAN FOR THE PROJECT

In evaluating this criterion, the Evaluation Committee will look at vendor's methodology for implementing the project as well as the management plan needed to ensure methodology is adhered to by those members identified within the staffing plan. Generally, proposals will be evaluated against the questions set out below:

- (a) Does the methodology match and achieve the objectives set out in the ITB?
- (b) How well has the Proposer identified pertinent issues and potential problems related to the project?
- (c) How well does the management plan support all of the project requirements and logically lead to the deliverables/tasks required in the ITB?
- (d) Is the organization of the project team clear?
- (e) How well is accountability, lines of authority, and communication completely and clearly defined?
- (f) To what extent does the Proposer already have the hardware, software, equipment, and licenses necessary to perform the contract?
- (g) Has the Proposer gone beyond the minimum tasks necessary to meet the objectives of the ITB?
- (h) Is the Proposal practical, feasible, and within acceptable rates?

#### 6.02 EXPERIENCE AND QUALIFICATIONS

Proposals will be evaluated against the questions/criteria set out below:

Questions regarding personnel:

- a) Do the individuals assigned to the project have experience providing services to agencies similar in size to the Orange County Sheriff's Office?
- b) How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the company:

- a) How long has the company provided services similar to those requested in this ITB?
- b) How successful is the general history of the company regarding timely and successful completion of projects and service contracts?
- c) What are similar projects the company has completed in the last three (3) years?
- d) What is the Proposer's customer service process? Will the OCSO have a direct point of contact throughout the agreement?

#### 6.03 CONTRACT COST

Vendors will complete the cost fee schedule to list their unit price and total cost for each item. The Evaluation Bid Committee will evaluate the pricing of all submissions and factor the contract cost with the other requirements of the ITB.

#### **APPENDIX A: INSURANCE REQUIREMENTS**

The successful Proposer, upon being awarded the contract and before commencing any work, shall provide insurance and furnish the OCSO with a Certificate of Insurance as required by federal, state, and local guidelines and meeting the following minimum type and coverages:

## Commercial General Liability including Products and Completed Operations, Personal and Advertising Injury, Fire Damage, and Medical Expense:

- 1. Each Occurrence \$1,000,000
- 2. General Aggregate \$1,000,000

#### Workers Compensation as required by Florida Statutes.

#### **Employers Liability**

- 1. Each Accident \$100,000
- 2. Disease-Policy \$500,000
- 3. Disease-Each Employee \$100,000

#### **Professional Liability:**

1. Each Occurrence \$1,000,000

## **APPENDIX B: FORMS**

- 1. Form 1 RFP Authorized Signature
- 2. Proposal Submittal Form
- 3. Qualifications Statement Form
- 4. Non-Collusive Affidavit
- 5. Public Entity Crimes Statement Form
- 6. Drug Free Workplace Form
- 7. Indemnification/Hold Harmless Form
- 8. Reference List Form
- 9. Ancillary Fees, Administration, or Value-Added Services Form
- 10. Orange County Sheriff's Office Vendor Application

## FORM 1

### INVITATION TO BID AUTHORIZED SIGNATURE

The undersigned person, by the undersigned's authorized signature affixed hereon, warrants that:

- 1. The undersigned is an authorized representative of the Vendor's company, and the enclosed Proposal is submitted on behalf of the Vendor's company.
- The undersigned has carefully reviewed all the materials and data provided in the Vendor's Proposal on behalf of the company, and, after specific inquiry, believes all the material and data to be true and correct.
- 3. The Proposal offered by the Vendor's company is in full compliance with the Invitation to Bid requirements set forth in this Invitation to Bid.
- 4. The Vendor's company authorizes the OCSO, its staff or consultants to contact any of the references provided in the Proposal and specifically authorizes such references to release either orally, or in writing, any appropriate data with respect to the Vendor's company offering this Proposal.
- 5. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions as set forth in this Invitation to Bid.
- 6. If this Proposal is accepted, contracts will be issued as negotiated in a format acceptable to the OCSO in form and content.
- 7. Each Proposal submitted by the Proposer shall contain this form with the **original** signature of authorized representative.

Name of Company	
Signature of Authorized Representative	
Гуре or Printed Name of Authorized Representative	
Title	Date

Form 1 – Authorized Signature - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

## **PROPOSAL SUBMITTAL FORM**

Company Name	Telephone
Home Office Address	
City, State & Zip	
Oity, State & Zip	
Address: Office Servicing Orange County, oth	er than above
Name/Title of OCSO Representative Telephone	
Fax Number	Email Address
The undersigned attests to his/her authority to submit this Procontract, if the Vendor is awarded a Contract by the OCSO.	posal and to bind the Vendor herein named to perform as per
The undersigned further certifies that he/she has read the Requirements and all other documentation relating to this requirements and time constraints noted in	uest and this Proposal is submitted with full knowledge and
Addendum NoDated	Addendum NoDated
Addendum NoDated	Addendum NoDated
Signature	Date

Proposal Submittal Form - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

## **QUALIFICATIONS STATEMENT FORM**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO:	Orange County Sheriff's Office Purchasing Manager 2500 W. Colonial Drive Orlando, FL 32804	CHECK ONE: Corporation Partnership Individual Joint Venture	
SUBMITTED BY: NAME: ADDRESS: PRINCIPAL OFFICE:			
	orrect and complete legal name of the painess and the address of the place o		or fictitious name
The correct name of th	e Proposeris:		
The address of the prir	ncipal place of businessis:		
If the Proposer is a cor	poration, answer the following:		
a. Date of Incorporation	າ:		
b. State of Incorporatio	n:		
c. President's Name: _			
d. Vice President's Nar	me:		
e. Secretary's Name: _			
f. Treasurer's Name: _			
g. Name and address o	of Resident Agent:		
If Proposer is an individ	dual or partnership, answer the follow		
a. Date of Organization	1:		
b. Name, address and	ownership units of all partners:		
c. State whether gener	ral or limited partnership:		

## **UNIFORMS & BODY ARMOR**

Proposer is operating under fictitious name, sutatute.	ubmit evidence of compliance with the Florida Fictitious Name
low many years has your organization been in	business under its present business name?
Inder what other former names has your orgar	nization operated?
-	
ACKI	NOWLEDGEMENT
State of Florida	NOWLEDGEMENT
state of Florida County of On this the day of	, 2024, before me, the undersigned Notary Publi
tate of Florida county of on this theday of f the State of	, 2024, before me, the undersigned Notary Publi , personally appeared and (Name(s) of individual(s) who appeared before notary
State of Florida County of On this theday of of the State of whose name(s) is/are Subscribed to the within	, 2024, before me, the undersigned Notary Publi
State of Florida County of On this the day of of the State of whose name(s) is/are Subscribed to the within	, 2024, before me, the undersigned Notary Publi , personally appeared and (Name(s) of individual(s) who appeared before notary n instrument, and he/she/they acknowledge that he/she/they 
State of Florida County of On this theday of of the State of whose name(s) is/are Subscribed to the within executed it.	, 2024, before me, the undersigned Notary Publi , personally appeared and (Name(s) of individual(s) who appeared before notary
State of Florida County of On this theday of of the State of	, 2024, before me, the undersigned Notary Publi, personally appeared and (Name(s) of individual(s) who appeared before notaryn instrument, and he/she/they acknowledge that he/she/they

## **NON-COLLUSIVE AFFIDAVIT**

pertinent circumstances respecting such Proposal;  3. Such Proposal is genuine and is not a collusive or sham Proposal;  4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.  Witnessed in the presence of:  By:  (Printed Name)  (Title)  ACKNOWLEDGEMENT  State of Florida  County of	Sta	ate of	
1. He/she is the	Сс	ounty of	
Agent) of			being first duly sworn, deposes and says that:
3. Such Proposal is genuine and is not a collusive or sham Proposal;  4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or have in any Proposer, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.  Witnessed in the presence of:  By:	1.	Agent) of	, (Owner, Partner, Officer, Representative or the Proposer that has
ACKNOWLEDGEMENT  State of Florida County of  On this the day of, 2024, before me, the undersigned Notary Public of the State of, personally appeared and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.  NOTARY PUBLIC, STATE OF  NOTARY PUBLIC SEAL OF OFFICE:  (Name of Notary Public: Print, stamp, or type as commissioned)	2. 3. 4. Wi	pertinent circumstances respecting such Prosuch Proposal is genuine and is not a collune Neither the said Proposer nor any of its office parties in interest, including this affiant, have or indirectly, with any other Proposer, conconnection with the Work for which the attactive directly or indirectly sought by agreement or by agreement or collusion, or communication the price or prices in the attached Proposal elements of the Proposal price or the Procollusion, conspiracy, connivance, or unlar person interested in the proposal Work.	roposal; usive or sham Proposal; cers, partners, owners, agents, representatives, employees or we in any way colluded, conspired, connived or agreed, directly impany, or person to submit a collusive or sham Proposal in eached Proposal has been submitted; or have in any manner, in collusion, or have in any manner, directly or indirectly, sought on or conference with any Proposer, company, or person to fix or of any other Proposer, or to fix any overhead, profit, or cost posal price of any other Proposer, or to secure through any awful agreement any advantage against (Recipient), or any
State of Florida County of  On this the day of, 2024, before me, the undersigned Notary Public of the State of and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.  NOTARY PUBLIC SEAL OF OFFICE:  (Name of Notary Public: Print, stamp, or type as commissioned)			(Printed Name)
County of  On this the		ACK	· · · · · · · · · · · · · · · · · · ·
of the State of, personally appeared and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.  NOTARY PUBLIC, STATE OF  NOTARY PUBLIC SEAL OF OFFICE:  (Name of Notary Public: Print, stamp, or type as commissioned)			
NOTARY PUBLIC SEAL OF OFFICE:  (Name of Notary Public: Print, stamp, or type as commissioned)	of no	the State of otary) whose name(s) is/are Subscribed to	, personally appeared and (Name(s) of individual(s) who appeared before
Personally known to me, orProduced Identification:DID take an oath, or DID NOT take an oath.			(Name of Notary Public: Print, stamp, or type as
	F	Personally known to me, orProduced Identification:	DID take an oath, or DID NOT take an oath.

## **PUBLIC ENTITY CRIMES STATEMENT FORM**

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Vendor, Supplier, Subcontractor, or Contractor 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 for a period of 36 months from the date of being placed on the convicted vendor list.

l,	, be	eing an authorized represent	ative of the
company of		, located a	at
City:	State:	Zip:	, have read and
understand the co	ntents of the Public Entity Crime	e Information and of this form	nal ITB package,
hereby submit our	Proposal accordingly.		
Signature:		Date:	
Phone:		Fax:	
Federal ID#:			

1.

2.

3.

4.

5.

6.

# **Drug Free Workplace Form**

Does	
Name of Business	
Publish a statement notifying employees that the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in the workplaceand specifying that will be taken against employees for violations of such prohibition.	
nform employees about the dangers of drug abuse in the workplace, the busines maintaining a drug-free workplace, any available drug counseling, rehabilitation, an assistance programs, and the penalties that may be imposed upon employees for violations.	nd employee
Give each employee engaged in providing the commodities or contractual services the bid a copy of the statement specified in subsection (1).	at are unde
n the statement specified in subsection (1), notify the employees that, as a condition of the commodities or contractual services that are under bid, the employee will abide by the statement and will notify the employer of any conviction of, or plea of guilty or note o, any violation of Chapter 893 or of any controlled substance law of United States or a violation occurring in the workplace no later than five (5) days after such conviction.	the terms o
mpose a sanction on or require the satisfactory participation in a drug abuse as ehabilitation program if such is available in the employee's community, by any employeconvicted.	
Make a good faith effort to continue to maintain a drug-free workplace through implements section.	mentation o
As the person authorized to sign this statement, I certify that this firm complies fully wit requirements.	h the above
Respondent's Signature	
Date	

## **INDEMNIFICATION/HOLD HARMLESS FORM**

The elected company shall (if required by OCSO) defend, indemnify and hold the OCSO, the OCSO's representatives or agents, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected company, its Subcontractors and their officers, directors, agents or employees; any failure of the elected companyto perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected company's representations as set forth in the Proposal or any other failure of the elected company to comply with the obligations on its part to be performed under this contract.

Concur	vanance	e	
l,	, being	an authorized representativ	e of the company of
		located at City _	
	, State	, Zip Code	
Phone:	Fax:		
Having read and underst	ood the contents ab	ove, hereby submit accordi	ingly as of this
Date,		, 20	
Please Print Name			
Signature			

This signed document shall remain in effect for a period of one (1) year from the date of signature of for the contract period, whichever is longer.

## **REFERENCE LIST FORM**

Proposer shall submit as a part of the proposal package business references with the name of the business, address, contact person, and telephone number that have utilized the services being proposed to the OCSO. The OCSO reserves the right to contact any of the personnel of the references provided. (Please print)

Name:	Name:
Email:	Email:
Address:	Address:
Contact:	Contact:
Telephone No.: ()	Telephone No.: ()
Name:	Name:
Email:	Email:
Address:	Address:
Contact:	Contact:
Telephone No.: ()	Telephone No.: ()
Name:	
Email:	
Address:	
Contact:	
Telephone No.: ( )	

## **Ancillary Fees, Administration, or Value-Added Services**

I, the Proposer, request the OCSO's consideration of the following additional fees. Further, I affirm that no additional fees, unless listed below and specially incorporated into a future agreement between myself and the OCSO, shall be charged to the OCSO under a potential contract.

Number	Description	Price Per Unit	Upcharge for Certain Sizes	Sizes Subject to Upcharge	Minimum Quantity for Discount	% Discount off Price
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

### **Certifications to OCSO**

L	the	und	lersiaı	ned.	hereby	/ certify	v that I	l shall:
٠,		W110			110100	,	,	

- a. comply with the laws of the State of Florida;
- b. comply with the applicable portion of the Federal Civil Rights Act of 1964,
- c. comply with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- d. comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,
- e. comply with all terms and conditions set out in this ITB and, if awarded, the resulting contract,
- f. affirm, as a condition precedent to award, that the Bid submitted was independently arrived at, without collusion, under penalty of perjury, and
- g. keep this offer open and valid for at least 90 days after bid opening.

Print Name and Title	Signature and Date	_



# **ORANGE COUNTY SHERIFF'S OFFICE**

## Fiscal Management / Purchasing Section Vendor Application Form

OCSOPurchasing@ocsofl.com ◆ P.O. Box 1440 Orlando, FL 32802-1440

Sales Information			Assigned Vendor Number (OCSO use or				
Do You Accept Government Purchase Orc	ders?	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	s 1:				
Address 2:		Address	s 2:				
City State Zip		City	State Zip				
Billing Information							
Legal Name of Company(as registered wit	h 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:	Title: Date:						
Sheriff's Office Use Only							
<b>Existing Vendor Number:</b>	Ente	red in Sy	stem By: Date:				



# Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

		51145 551 1155											
Befo	e yo	bu begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.											
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the centity's name on line 2.)	owner's na	ame o	n lin	ie 1, a	nd e	nter t	he bu	sines	ss/dis	regarc	ed
	2	Business name/disregarded entity name, if different from above.											
Print or type. See Specific Instructions on page 3.	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered only <b>one</b> of the following seven boxes.  Individual/sole proprietor	Trust	/estat	e 	Ex Ex Co	certa see i empt empt mpli	ain en instru t paye	itities, ctions ee coo rom F Act (I	not is on placed and the control of	any)	only t duals; 3): count	Tax
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions						(Applies to accounts maintained outside the United States.)							
See	5	Address (number, street, and apt. or suite no.). See instructions.	Request	ter's n	ame	e and	addr	ess (	option	al)			
	6	City, state, and ZIP code											
	7	List account number(s) here (optional)											
Pa	tΙ	Taxpayer Identification Number (TIN)											
Enter	vou	TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid	Soci	al s	ecurit	curity number						
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						-		-					
	-	is your employer identification number (EIN). If you do not have a number, see How to ge	et a	or			_						_
TIN, I	ater.		[	Emp	loy	er ide	ntific	catio	n nun	ıber			
		te account is in more than one name, see the instructions for line 1. See also What Name to Give the Requester for guidelines on whose number to enter.	and			-							
Par	t II	Certification											
Unde	r pei	nalties of perjury, I certify that:											
1. Th	e nui	mber shown on this form is my correct taxpayer identification number (or I am waiting for	a numbe	er to b	oe i	ssue	d to	me);	and				
Se	vice	t subject to backup withholding because (a) I am exempt from backup withholding, or (b) (IRS) that I am subject to backup withholding as a result of a failure to report all interest er subject to backup withholding; and											ŧт
3. I aı	n a l	J.S. citizen or other U.S. person (defined below); and											
4. Th	• FA	TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	na is corr	ect.									

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.

### **General Instructions**

Signature of

U.S. person

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*.

### What's New

Sign

Here

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Date

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't 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; and
- 4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
- 5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(I)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under "By signing the filled-out form" 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.

See also Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding, earlier.

### What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• 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 for 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 you filed with your application.

- Sole proprietor. Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- Partnership, C corporation, S corporation, or LLC, other than a disregarded entity. 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.
- 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. Enter any business, trade, or DBA name on line 2.
- Disregarded entity. In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n)	THEN check the box for		
Corporation	Corporation.		
Individual or	Individual/sole proprietor.		
Sole proprietorship			
LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:  P = Partnership, C = C corporation, or S = S corporation.		
LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation			
Partnership	Partnership.		
Trust/estate	Trust/estate.		

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### **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 on 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 territory, 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 territory
- 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 as defined under section 581.
- 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 5.2
Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

**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) entered 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 territory, 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.

#### l ine 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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. You may also get this form by calling 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/EIN. Go to 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 to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S.* status for purposes of chapter 3 and chapter 4 withholding, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

<sup>&</sup>lt;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.

### 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
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>
Two or more U.S. persons     (joint account maintained by an FFI)	Each holder of the account
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>
<ul> <li>b. So-called trust account that is not a legal or valid trust under state law</li> </ul>	The actual owner <sup>1</sup>
Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional 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:
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
<ol> <li>Association, club, religious, charitable, educational, or other tax-exempt organization</li> </ol>	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
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
<ol> <li>Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**</li> </ol>	The trust

<sup>&</sup>lt;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>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. 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.)
- \*Note: The grantor must also provide a Form W-9 to the trustee of the trust
- \*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Form W-9 (Rev. 3-2024)

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 877-777-4778 or TTY/TDD 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 <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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# Orange County Sheriff's Office Standard Terms and Conditions

OCSO Purchasing Vendor Number (OCSO use only)	
This AGREEMENT is established by and between to as "VENDOR") whose address is	, (hereinafter referred and John
W. Mina, as Sheriff in and for Orange County, Florida "SHERIFF")(collectively hereinafter referred to as "PARTIES").	(hereinafter referred to as

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, including but not limited to web based terms, 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.

The PARTIES agree this agreement shall apply to and govern any future contractual relationship between the PARTIES unless and until it is amended as provided for herein or terminated in writing by either party.

### B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within fifteen (15) days 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 within such fifteen (15) day period 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.

VENDOR further agrees to provide workers' compensation coverage for all of VENDOR'S employees, and to maintain such general and auto liability insurance as is deemed necessary by SHERIFF for the particular circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

### 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.

### O. 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@OCSOFL.COM 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.

### Z. FORCE MAJEURE

Neither PARTY shall be held responsible for any delay or failure in performance of any part of this AGREEMENT to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected PARTY will notify the other PARTY in writing within fourteen (14) calendar days after the beginning of any such cause that would affect its performance. Notwithstanding, if a PARTY'S performance is delayed for a period exceeding thirty (30) calendar days from the date the other PARTY receives notice under this paragraph, the non-affected PARTY will have the right, without any liability to the other party, to terminate this AGREEMENT.

**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	Company Name
Date	Authorized Representative's Signature
	Printed Name Authorized Representative
	Date

### Attachment I

### **Mandatory Contract Provisions**

### Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that <u>may</u> be required:

# Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of

<sup>&</sup>lt;sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, subrecipient may include the provision in its subcontracts.

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
  - (J) See § 200.323 Procurement of recovered materials.
- (K) See §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.
- (L) See §200.322 Domestic preferences for procurements (Appendix II to Part 200, Revised Eff. 11/12/2020).

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

### THANK YOU FOR SUBMITTING A BID TO THE OCSO.

PLEASE MAKE SURE THAT YOU HAVE REVIEWED THE ENTIRE BID AND INCLUDE ALL THE FORMS NEEDED AS WELL AS THE UNIFORM COST FEE SCHEDULE THAT IS A SEPARATE ATTACHMENT.

\*\*\*A SAMPLE OF EVERYTHING BID ON IS REQUIRED AT THE TIME OF BID SUBMISSION\*\*\*