



# ORANGE COUNTY SHERIFF'S OFFICE

# VENDOR APPLICATION FORM

## Fiscal Management / Purchasing Section

Email: [OCSOPurchasing@ocsofl.com](mailto:OCSOPurchasing@ocsofl.com) • Mailing Address: P.O. Box 1440 Orlando, FL 32802-1440

## VENDOR APPLICATION INSTRUCTIONS

To sign forms digitally please use  Adobe Acrobat Reader

The following documents are required to do business with the Orange County Sheriff's Office. These forms are considered Legal Documents. Please review all pages of the Vendor Application Form, W-9 Instructions, W-9, and Standard Terms and Conditions to confirm that you are able or willing to complete and submit.

If you are not able or willing to accept Orange County Sheriff's Office terms and conditions, please complete the box below with your vendor name and check the box that states you do not accept OCSO terms and conditions.

If you are preparing digitally please use Adobe Acrobat Reader. If you are not able to complete any part of the Vendor Packet, please complete the box below with your vendor name and check the box that states you will print and mail the form. Once the forms are completed, please return all pages to the following email address: [OCSOPurchasing@ocsofl.com](mailto:OCSOPurchasing@ocsofl.com) or mail them to the following:

**Mail:** Orange County Sheriff's Office  
P.O. Box 1440  
Orlando, FL 32802-1440

Vendor Name	
<input type="checkbox"/> <b>I do not accept the OCSO Terms and Condition</b> Once the box is checked you may exit the application.	<input type="checkbox"/> <b>I will print and mail form</b> Once you have printed the application, you may exit the application.

## **APPLICATION PAGE INSTRUCTIONS:**

### **Section: Contact Person Information**

1. Vendor Name should be the company name as shown on your invoice.  
(If payable to the vendor name, please add the vendor name to line #2 of your W-9 form)
2. Please complete all fields if applicable.

### **Section: Headquarters Address**

1. Please complete all fields. (This section is for additional correspondence information.)

**Section: Payment Remittance Address**

1. This section should reflect the address of where the payment should go to.

**Section: Billing Information**

1. The Legal Name should be the same as the name registered with the IRS.
2. Contact Person's Name/phone number/email should be the vendor's Accounts Receivable contact.

**Section: Company Information (*Information Should Match W9*)**

1. Please complete all applicable fields. This information is based on information that is provided on your W-9.

**Section: I hereby certify the information provided on this Vendor Application Form is accurate and truthful**

1. The person that is completing the vendor application should complete this section.

**\* The signature and date are required\***



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## VENDOR APPLICATION FORM

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Email: OCSOPurchasing@ocsofl.com • Mailing Address: P.O. Box 1440 Orlando, FL 32802-1440

Assigned Vendor Number (OCSO USE ONLY)

#### Read Instructions

CONTACT PERSON INFORMATION				
Do You Accept Government Purchase Orders? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Credit Card Only				
Vendor Name (As shown on invoice. If payable to the vendor name, please add the vendor name to line #2 of your W-9 form)				
Name			Phone Number	
E-Mail Address	Purchase Order E-Mail Address (if applicable)		Mobile Phone Number (if applicable)	

  

HEADQUARTERS ADDRESS			PAYMENT REMITTANCE ADDRESS	
Contact Name			Address	
Phone Number	E-Mail Address			
Address 1				
Address 2			Country	City
City	State	Zip	State/Province	Zip/Postal Code

  

BILLING INFORMATION	
Legal Name of Company (as registered with IRS)	Contact Person Name
Phone Number	E-Mail Address

  

COMPANY INFORMATION (INFORMATION SHOULD MATCH W9)											
Type of Organization <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability <input type="checkbox"/> Individual / Sole Proprietor-1099 (Owner's Full Name)	Choose Tax Classification <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership Federal Identification Number OR Social Security Number: <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										

  

I hereby certify the information provided on this Vendor Application Form is accurate and truthful.	
Print Name	Title
Signature	Date

  

Sheriff's Office Use Only		
Existing Vendor Number	Entered in System By	Date



# ORANGE COUNTY SHERIFF'S OFFICE VENDOR APPLICATION FORM

## Fiscal Management / Purchasing Section

Email: OCSOPurchasing@ocsofl.com • Mailing Address: P.O. Box 1440 Orlando, FL 32802-1440

### COMMODITY CODE LISTING

The Orange County Sheriff's Office maintains a computerized application listing based on a commodity number system. Refer to the attached complete commodity list and record below the commodity number(s) for goods and/or services your company can provide to the Sheriff's Office.

A list of codes can be found at <https://apps.ocfl.net/OrangeBids/Commodityrpt.asp>

1.	7.
2.	8.
3.	9.
4.	10.
5.	11.
6.	12.

**NOTE: A maximum of twelve commodity numbers will be accepted.**

**VENDOR W-9 FORM INSTRUCTIONS (REV. MARCH 2024)**

**The W-9 IRS tax form - March of 2024 is the current version that needs to be completed.**

**We cannot accept older versions of this tax form.**

Please read the general instructions from the IRS to complete the W-9.

**Please make sure that this form is signed and dated.**

**\*\*If your business uses a different tax form, you will need to provide the Orange County Sheriff's Office with the current tax form that you are provided by the IRS.\*\* The link is provided for your information:**

**[www.irs.gov](http://www.irs.gov)**

If you are using any form other than a W-9, please refer to page 1 of the Vendor Application Instructions and enter the vendor name and check the box that you will print and mail the form.

**Request for Taxpayer  
Identification Number and Certification**

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> 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 . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	<b>Signature of U.S. person</b>	<b>Date</b>

**General Instructions**

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

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

**What's New**

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

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(l)-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:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S 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. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

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

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, 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](http://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](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or 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.

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

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

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

<sup>3</sup> You must show your individual name 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.

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

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and 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.

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

OCSO Purchasing Vendor Number (*OCSO use only*) \_\_\_\_\_

This AGREEMENT is established by and between \_\_\_\_\_,

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

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

**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. DEPOSITS**

Any deposit or partial payment VENDOR requires SHERIFF to pay prior to delivery of the contracted services or products shall be fully refunded to SHERIFF within thirty (30) days upon: (1) VENDOR'S failure to timely deliver, as designated in the purchase order, the services or products; or (2) SHERIFF'S termination pursuant to paragraph P herein.

## **I. 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.

## **J. 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 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.

## **K. 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 section 218.73. The payment due date for the purchase of construction services is specified in section 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 section 218.73 or section 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.

#### **L. 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.

#### **M. 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.

#### **N. WARRANTY**

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

#### **O. 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.

#### **P. 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.

## **Q. 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.

## **R. 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.

## **S. PUBLIC RECORDS LAW**

Chapter 119, F.S., 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**



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 section 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 under certain circumstances.

#### **T. 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)
6. (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.

#### **U. 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.

#### **V. GRANTS**

Any purchases funded through Federal Grants, including but not limited to Urban Area Security Initiative (UASI) or State Homeland Security Grant Program (SHSGP), shall require the VENDOR to comply with the applicable provisions listed in Appendix II of 2 C.F.R. Part 200. Said provisions are attached hereto as "Attachment I." VENDOR shall also comply with all additional terms and conditions imposed by the funding agency and funds pass-through entity.

#### **W. 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.

#### **X. 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.

#### **Y. 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.

#### **Z. 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.

#### **AA. 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 for Grant-Funded Purchases**

#### **Provisions:**

Any contract or subcontract funded by federal grant monies must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:<sup>1</sup>

#### **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.

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<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, sub-recipient may include the provision in its subcontracts.

(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 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.

(K) See § 200.216

(L) See § 200.322

*(Appendix II to Part 200, Title 2. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. 1-1-24 Edition.)*