

# ORANGE COUNTY SHERIFF'S OFFICE



**RFP#219-25**

**2<sup>nd</sup> Posting**

**Tow Management  
Dispatch Services**

**Published by Orange  
County Sheriff's Office  
Fiscal Department**

**Contact: Davon Petersen  
(davon.petersen@ocsofl.com)**

**REQUEST FOR PROPOSALS #219-25**

**2<sup>nd</sup> Posting Tow**

**Management**

**Dispatch Services**

**RFP # 219-25**

RFP #219-25 is being re-posted to add an additional document (**B.2 Report and User Information**). New vendors are invited to reply with a complete bid response packet. All vendors that previously provided a submission to the original posting, only need to resubmit the required forms and documentation that reflect any changes including fees, and the new B.2 document. All information must be complete and turned in prior to the bid closing date and time.

**\*\*Vendor Information\*\* - During the last Calendar Year, we had the following number of tows completed – 4,976. Currently we require accounts for over 2,400 active users in the system, up to 3,100 total to include inactive users. We add and remove approximately 250 users a year.**

The Orange County Sheriff's Office, Orange County, Florida, invites interested parties to submit proposals **no later than 4:00p.m. EST, Thursday, March 19**, for Orange County Sheriff's Office Tow Management Dispatch Services.

Sealed proposals will be accepted at, and copies of the Request for Proposals may be obtained from: Orange County Sheriff's Office, Fiscal Management Purchasing Section, 2500 W. Colonial Dr., Orlando, FL 32804.

Copies may be requested by emailing [Davon.Petersen@ocsofl.com](mailto:Davon.Petersen@ocsofl.com) and [Rachelle.Groetsch@ocsofl.com](mailto:Rachelle.Groetsch@ocsofl.com). Solicitations are also available for downloading from the agency website: [www.ocso.com](http://www.ocso.com).

**NOTICE TO PROPOSERS**

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this proposal before submission of your response. Your point-of-contact for this solicitation is Davon Petersen, Senior Procurement Specialist, at (407) 254-7132, whose email address is [Davon.Petersen@ocsofl.com](mailto:Davon.Petersen@ocsofl.com).

**I. RFP SCHEDULE**

**Saturday, February 28, 2026**

**1<sup>st</sup> Publication (Orlando Sentinel)**

**Saturday, February 28, 2026**

**RFP posting to Orange County Sheriff's Office Website and Email Distribution to Vendors**

**Saturday, March 7, 2026**

**2<sup>nd</sup> Publication (Orlando Sentinel)**

**Thursday, March 12, 2026 (4:00p.m. EST)**

**Deadline for Receipt of Vendor Questions**

**Thursday, March 19, 2026 (4:00p.m. EST)**

**Deadline for Receipt of all Proposals**

**Monday, March 23, 2026 (10:00 p.m. EST)**

**Bid Opening**

**OCSO Fiscal Conference Room**

**Contact Davon Petersen for MS Teams Invite**

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## **II. RFP INSTRUCTIONS**

### **A. Introduction**

The Orange County Sheriff's Office (OCSO) in Orange County, Florida is seeking to procure a company that will provide Tow Management Dispatch Services.

### **B. Instructions for Proposers**

Individuals or companies desiring to provide a quote, as described in the Bid Specifications, shall submit sealed proposals to:

Orange County Sheriff's Office  
Fiscal Management Purchasing Section  
Attention: Davon Petersen  
2500 W. Colonial Drive  
Orlando, FL 32804  
(407) 254-7148

#### **Offers by e-mail, telephone, or fax will not be accepted.**

It is the sole responsibility of the Proposer to ensure that their proposal timely reaches the Fiscal Management Purchasing Section. The Orange County Sheriff's Office shall not be responsible for deliveries made to any place other than the specified address. Proposals received by the Fiscal Management Purchasing Section will be time/date stamped upon receipt. Proposals received after the deadline will not be considered and will be returned unopened to the Proposer. The decision to refuse to consider a late proposal is not a basis for a protest.

### **C. Terms and Conditions**

#### **1. Acceptance/Rejection/Cancellation**

The Sheriff reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in his sole judgment best serves the interest of the Orange County Sheriff's Office, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection.

The Sheriff reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award.

Any modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed upon in writing by the parties. All modifications and alterations shall be submitted in redline (visual markup) format with the bid response packet. Failure to submit proposed modifications to any solicitation document is grounds for bid rejection.

## **2. Clarification**

The Sheriff reserves the right to request clarification of information submitted and to request additional information from one or more proposers.

## **3. Withdrawal of Proposal**

Any proposal may be withdrawn up until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the Sheriff with the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

## **4. Sealed Proposals**

Proposals must be delivered in a sealed envelope, and proposers should label their proposal with the following:

- A. Request for Proposals' Number (RFP # 219-25)
- B. Date of Opening
- C. Name of Proposer

## **5. Proposal Preparation**

Costs of preparation of a response to this request for proposals are solely the responsibility of the Proposer. The Sheriff assumes no liability for any such costs incurred by the Proposer. The Proposer also agrees that the Sheriff bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

## **6. OCSO Vendor Application with Standard Terms and Conditions**

The Proposer must complete and sign the Orange County Sheriff's Office Vendor Application and Standard Terms and Conditions agreement. All modifications and alterations shall be submitted in redline (visual markup) format with the bid response packet. Failure to submit proposed modifications to any solicitation document is grounds for bid rejection.

## **7. Award and Protests**

For awards, please refer to page 18, section 11. Protest information can be found on page 18, section 12.

## **8. Mandatory Requirements**

The Orange County Sheriff's Office has established certain mandatory requirements which must be included as a part of any proposal. The use of the terms "shall" "must" or "will" in this document indicates a mandatory requirement or condition.

The Sheriff's Office reserves the right to determine which proposal(s) meets the mandatory requirements of the RFP.

Titles:

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

**9. Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the category two threshold amount provided in section 287.017 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**10. Availability of Funds**

The Sheriff's performance and obligation to pay under this contract is contingent upon annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement. Any contract that results from this ITB may be cancelled if future funds are not appropriated. If funding is unavailable, the Sheriff shall retain the unqualified right to terminate all agreements stemming from this RFP.

**11. Contract Term**

It is the intent of the Sheriff to enter into a contract ranging between 3-5 years, with optional non-competitive renewal for one (1) additional two (2) year term for services as described herein. You are invited to indicate the preferred length of the original contract term (3, 4, or 5 years) in your bid response. Renewals will be documented in writing and signed by the successful bidder and Sheriff.

**12. Tax Status**

The Orange County Sheriff's Office is a tax-exempt governmental agency. As such, no federal, state or local taxes shall be charged or included in the bid price. A copy of the Sheriff's Tax-Exempt status will be provided if requested by the Vendor.

### **13. Equal Opportunity**

It is hereby declared that equal opportunity and nondiscrimination shall be the Sheriff's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

### **14. Reference Checks**

For reference check information refer to page 25, Section IV Bid Instructions/Requirements, #22 of this document.

### **15. Confidential Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state or federal law, all bidders should be aware that Invitations to Bid and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. If a bidder fails to cite the applicable exempting law, then the information will be considered subject to disclosure.

### **16. Supplemental Information**

If additional relevant material is produced by or becomes available to the OCSO, such material will be transmitted through the issuance of addendum to all RFP participants. Vendor should consider such information in its proposal, and the OCSO will assume all changes or additional requirements transmitted have been taken into account in Vendor's proposal (including with respect to pricing), unless otherwise specified. All limitations, terms, conditions and requirements for the original RFP shall apply to any addendums.

### **17. No Representations or Warranties**

The OCSO makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by the OCSO through the RFP process. Vendor is responsible for making its own evaluation

of information and data contained in this RFP or otherwise provided by the OCSO, and for preparing and submitting responses to the RFP.

The OCSO has attempted to validate the information provided in this RFP, but it is possible the Vendor may detect inconsistencies or potential errors. While Vendor should identify these potential issues in its questions, Vendor should use the information provided on an “as-is” basis for its proposal.

### **18. Insurance Requirement**

All vendors must provide a certificate of insurance with their bid submission as document B.1. as required in Section III. RFP Bid Specifications.

## **III. RFP BID SPECIFICATIONS**

### **A. PURPOSE**

The Orange County Sheriff's Office (OCSO) in Orange County, Florida is soliciting proposals from qualified firms to provide comprehensive towing and dispatch management services, using the closest tow truck available model, and real-time tracking of vehicle locations and towing status. The selected contractor will oversee coordination, dispatch, tracking, and management of all agency-initiated tows, including vehicle storage, release and auction processing. Bidders are required to submit a Scope of Work that includes the subsections listed below, including timeline.

### **B. SCOPE - BID REQUIREMENT**

The Selected Vendor shall:

- A. VENDOR shall provide all planning, execution, implementation, and training for a TMS for SHERIFF as set forth in Appendix A to this Agreement.
- B. VENDOR will provide training to SHERIFF's designated employees on the TMS software. Training will be scheduled through mutual agreement between VENDOR and SHERIFF's staff. The training will be supported by the following:
  - i) VENDOR staff that are qualified technical experts to conduct the training.
  - ii) Quick Reference guides (no more than a total of two (2) pages in length), including graphics for all relevant job functions.
  - iii) User manuals prepared by VENDOR for use by SHERIFF with specific training modules based on the software functionality.
  - iv) Interactive training sessions for SHERIFF's identified staff and Providers, that will cover the essential concepts and standard navigation of the software, as well as end-to-end business processes including, but not limited to, creating a service

- request, entering information in a service request, and assigning service requests.
- v) Training class outlines and training manuals, along with time estimates to complete the sessions.
- C. VENDOR shall provide training to Providers (Tow Vendors) on the TMS software.
  - D. VENDOR shall provide Traffic Incident Management Training (TIM Training) to OCSO staff.
  - E. VENDOR shall mentor Providers and monitor their performance to ensure that the best quality of service is being provided to SHERIFF.
  - F. VENDOR shall ensure all Providers have procured and maintained appropriate insurance coverage and provide proof of that coverage to the SHERIFF upon request. See Attachment A.10 for Insurance Requirements.
  - G. VENDOR shall create and monitor daily, weekly and monthly reports regarding the Providers' performance. VENDOR shall also customize additional reports if requested by SHERIFF.
  - H. VENDOR shall promptly notify SHERIFF when they become aware a Provider has fallen out of compliance with State Law, local ordinances or the Orange County Sheriff's Office Tow Manual ("Tow Manual") and shall assist the SHERIFF with any investigation or disciplinary process related to the Provider's non-compliance.
  - I. VENDOR shall assist SHERIFF in monitoring fees and provide fee reports to SHERIFF as agreed upon between both Parties to this Agreement, to ensure that Providers comply with the fees established by SHERIFF and set forth in the Tow Manual and promptly report any violations to SHERIFF.
  - J. VENDOR shall operate comprehensive dispatching services for SHERIFF and Providers 24 hours a day, 365 days a year. VENDOR shall designate a single point of contact for SHERIFF to address Agreement performance issues and provide citizens' a point of contact for reliable information on vehicles towed, the status of their impounded vehicles, and the charges due when they seek release of their impounded vehicles. VENDOR shall also manage a claim and complaint process. VENDOR shall provide SHERIFF with reporting that includes at a minimum: tow requests; dispatch and response time

management; towing volumes by category; inventory management; vehicle release; vehicle disposal; financial reporting; and customer service reports detailing customer complaints and the status of the resolution.

- K. VENDOR shall provide ability for officers to request dispatch of tow trucks from Phones/Laptops to improve response times (currently maximum 30 minutes) and provide timely towing to enhance safety and traffic flow.
- L. VENDOR must provide a high level of customer service and contribute to OCSO's operational efficiency. The Successful Proposer's Tow Management operation must be well managed, capable of handling high-volume, high-profile towing operations with highly trained and properly equipped personnel and facilities. The Successful Proposer will conduct its operations in an orderly, ethical, and business-like manner and shall use every means possible to obtain and keep the confidence of the motoring public.

Successful Proposer shall provide, at a minimum, the services described in this RFP, for the term of the Contract, including renewals and extensions, if any. Successful Proposer must comply with all applicable laws, ordinances and regulations regarding these services, and as amended from time to time, throughout the term of any contract issued because of this RFP. Should there be any conflict between the Scope of Services in this RFP document and the applicable laws, the more stringent requirement shall prevail.

- M. Implementation shall proceed according to the timeline and procedures outlined in Appendix A.

### **C. LOCATION**

**BID REQUIREMENT** - The Successful Provider must provide an automated web-based system capable of dispatch and inventory that is presently in use in State, County, or City Municipalities. The Provider, if awarded, must comply with the following items:

- The system must allow multiple users within the OCSO to access the information simultaneously.
- The system will be able to send and receive data through multiple communication channels as needed including, but not limited to, computer and phone.
- The Successful Provider must have a dedicated line to OCSO Dispatch **(407) 836-4357**.

- The system shall be an encrypted secure system that allows multiple security levels for multiple users.
- The system shall be able to track and verify location and time utilizing a real time Global Positioning System (GPS) system.
- The system shall provide real time location and time of dispatch, estimated time of arrival, and actual time of arrival, and shall be viewable by OCSO through the contracted vendor's website application.
- The system shall be able to dispatch tow trucks based on closest to the call location as requested by OCSO.
- The system shall be able to select the next closest tow truck for dispatch, if the original closest tow truck is unable to respond &/or meet the required timeframe.
- The system shall dispatch tow requests immediately upon receipt of pick-up order via the communication system.
- The system shall be able to locate towed vehicles by any of the following criteria: 1) vehicle identification number, 2) incident report number, 3) license plate number, and 4) vehicle owner's name, 5) date/time, 6) deputy who requested the tow.
- The system shall include an easy-to-use navigation type website. This website shall be fully functioning and provide vehicle owners with access to information regarding the balance due on their vehicle, the location of their vehicle, and any other pertinent information necessary for reclaiming possession of their vehicle.
- Tow data must be available on a near-real-time basis to OCSO for use in investigative purposes.
- The system shall be able to produce reports which include at a minimum the quantity of tows performed and duration of days towed vehicles stay in impound.
- OCSO is interested in any additional functionality Proposer believes will add to the functionality and intent of this contract to provide better information for our community.
- Include a possible solution for automated reporting of all tows, to include those not towed under this contract, currently required to be reported to OCSO records.
- Once awarded, describe in detail a cellular phone application provided by proposer if available.

**D. PERIOD**

**BID REQUIREMENT** - There must be a tow dispatch center &/or automated tow dispatch request process for OCSO to submit tow requests. The Successful

Proposer must be able to demonstrate dependable two-way communication throughout the Central Florida area. The communication system shall be between the Successful Proposers' base station and all tow and service trucks utilized in providing services under this RFP. Proposer shall utilize a real-time GPS or other navigation system to manage and deploy its contracted tow truck fleet.

- Detail how you will meet this requirement.
- Describe in detail how dispatch will be handled, include methodology, ability to track and provide information to OCSO and citizens on status of tows, vehicle location, release of vehicles, etc.
- Describe technology and communication equipment used – e.g. computer assisted dispatch, GPS, etc. Propose any methodology that could improve response time. (I-phone, and or laptop)
- Describe your ability to provide an interface between the Proposer’s tow dispatch request process and OCSO’s current computer assisted dispatch system.
- Describe how you will deploy equipment &/or contracted LTPs (Licensed Tow Providers) in sufficient detail to demonstrate you will be able to meet or exceed the maximum 30-minute response time requirement and provide sufficient tow vehicle availability through a centrally dispatched tow model.
- The dispatch center shall be operational twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days a year. Describe a backup plan if Successful Proposer’s dispatch center goes down.
- **IMPLEMENTATION PLAN**
  - **BID REQUIREMENT** - Provide samples of the documentation formats that will be used to meet the requirements of the contract, and any other reports available from the Proposer’s system that might be of interest to OCSO.
  - The Successful Proposer, once awarded, shall keep and maintain records of all tow requests made by OCSO including but not limited to items listed total itemized charges of towing and storage receipts for the release of personal property, and the disposition of all vehicles towed and/or stored at the request of the OCSO. These records are subject to audit by the OCSO at any time with or without notice.

- The Successful Proposer shall capture tow subcontractor invoice data which shall include but not be limited to; vehicle description, type of service, service start time, service end time, location of service call, itemized cost of towing and storage, driver's names and class of tow used and shall be broken down for each vehicle.
- The Successful Proposer shall provide to the OCSO monthly, with a report listing the disposition of all vehicles that were towed and/or stored at the request of the OCSO.
- Successful Proposer must furnish weekly or upon request a report of all vehicles towed hereunder that are on hold, noting vehicles towed the current week, and those which were not released during the preceding month to OCSO's Auto Theft Detail. Provide by the first of each month, to OCSO's Quality Assurance Section, a log detailing all police holds, including date of tow, description of the vehicle, license plate number, vehicle identification number, location towed and the sub-unit of Department and "EID #" of the officer ordering the hold.

Once awarded an oral presentation may be requested and you will be asked to describe in detail what information can be provided by the PROPOSER- include information on reports, audits, and retention of records. Describe any automated systems accessible to OCSO that may provide OCSO access to required reports electronically. Show how system will store all tow information automatically and prove ability for the OCSO to easily access real-time online information and reports. Reports must be viewable and printable and the OCSO must have the ability to manipulate and customize reports. All data and reports must be the property of the OCSO.

- **PAYMENT SCHEDULE**

VENDOR shall receive payments based upon an Administrative Fee (to be specified in Vendor's bid response package) that will be charged to the registered owner or agent of the property towed, unless otherwise exempted herein. Providers shall remit the Administrative Fee received by it, and properly charged, to VENDOR within the first ten (10) days of each month, through the Automated Clearinghouse System (ACH).

A. Exemptions from Administrative Fee. The following types of tows shall not result in the imposition of the Administrative Fee contained in the Orange County Sheriff's Fee Schedule:

- i) Innocent owners/agents as defined in Section II: Definitions of the Tow

Manual.

- ii) Sheriff's Vehicles as defined in Section II: Definitions of the Tow Manual.
- iii) Vehicles seized for Forfeiture as provided for in the Tow Manual when the Sheriff is the entity responsible for the payment of the fee. For example, where the Sheriff is granted title to the car through settlement, court action or other legal processes.
- iv) Transfers between OCSO facilities and tow yards paid by the OCSO.

• **PLANNING, DESIGN, and CONFIGURATION**

**BID REQUIREMENT** - Describe in detail what information can be provided by the proposer, including information on reports, audits, and retention of records. Describe in Proposal details of any additional information that can be stored, such as vehicle disposition, digital photographs, damage description, etc.

Once awarded a successful Proposer must have a system that maintains a log, open to inspection at any time, and provided at least monthly, to OCSO, that at minimum captures (but not limited to) the following information:

- Date and time of call
- Name and EID # of officer who requested the tow
- Date & time of arrival at scene
- Location (address) of where the vehicle is being towed from
- Reason for the tow (specific code?) (Drop down option)
- Name & address of registered owner (if available)
- Name of tow truck operator
- Date & time tow truck left location with vehicle in tow
- Date & time & location vehicle arrived at the storage location or location specified by owner or insurance company
- Towed Vehicle description
- Year
- Make
- Model
- License plate/ State of registration
- VIN
- Color
- Release of vehicle
- Date & time vehicle was released
- Name of person to whom vehicle was released

- Name of employee making release of Hold (Authorized users only)
- Name of employee making release to vehicle owner
- Itemized list of charges – described in detail

All tow information shall be stored automatically and the OCSO shall be able to easily access real-time online information and reports. All data and reports shall be the property of OCSO.

#### **IV. BID INSTRUCTIONS/REQUIREMENTS**

##### **A. Introduction**

The OCSO is requesting proposals (RFP) for Tow Management Dispatch Services.

##### **B. Instructions for Proposers**

###### **Submission of Responses**

1. Proposers shall submit one (1) electronic copy in PDF format on a flash drive **and** one (1) original hard copy including all Proposal documents and requested records. The Proposal shall include all information requested by the solicitation, and utilize, without modification, the forms provided by the solicitation. No substitute document for the forms will be accepted. In case of discrepancy between hard copies of the Proposal and the electronic copy of the Proposal, the hard copy shall govern.
2. With respect to the information contained on Proposer's flash drive:
  - i) The folders and/or files should be organized in such a way as to preserve the order and labeling of how such information is presented in Proposer's printed copy of its proposal. Use the subtitles from Section III - RFP Bid Specifications, Attachment A - List of Documents, and provide Certificate of Insurance)
  - ii) Each document (and file name) should clearly show the name of Proposer.
  - iii) All documents should be presented in an Adobe PDF format.
  - iv) Documents should not include embedded files.

**Proposers may respond by mailing a proposal package or by in-person delivery of a proposal package. Telephoned, emailed, or faxed proposals are not acceptable.**

Proposals must be received and time stamped at the Orange County Sheriff's Office, 2500 W. Colonial Dr., Orlando, FL 32804, on or before

the time and date defined by the RFP. Late Proposals may not be reviewed for consideration and may be treated as non-responsive. The decision to refuse to consider a Proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest.

All documents requiring signature must be signed by an authorized agent of the Proposer and submitted, along with all other required documentation and records in a sealed envelope or secure box (taped, shrink wrapped, etc.) marked or labeled with the Proposer's identifying information, including vendor name, solicitation number (RFP #219-25), title, and solicitation due date and time, to the Orange County Sheriff's Office not later than the time/date specified by the RFP.

Documents or modifications received after closing time may not be accepted.

Failure to comply with the solicitation requirements may be cause for the Proposer's Proposal to be rejected as non-responsive.

**For Mail Delivery:**

Orange County Sheriff's Office Purchasing  
Section  
Attention: Davon Petersen, Senior Procurement Specialist  
P.O. Box 1440, Orlando, FL 32802-1440

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

Orange County Sheriff's Office  
Attention: Davon Petersen, Senior Procurement Specialist  
2500 West Colonial Drive, Orlando, FL 32804

**All Proposers delivering Proposal packages to the physical address listed above must notify Purchasing at (407) 254-7132 or (407) 254-7148 immediately upon arrival.**

**C. Compliance with Agreement**

The OCSO and the successful Proposer will sign a contract executed by both parties. All modifications and alterations shall be submitted in redline (visual markup) format with the bid response packet. Failure to submit proposed modifications to any solicitation document is grounds for bid rejection.

The Proposer agrees to establish, monitor, and manage an effective administrative process that ensures compliance with all requirements of the RFP and the resulting contract. In particular, the Proposer agrees that they shall only provide goods or services in accordance with the RFP and the contract. Any changes to the goods or services provided shall be in writing and executed in the same manner as the original contract.

#### **D. Inquiries**

Interested parties are invited to attend the public opening at the time and date stated in this solicitation. Once the evaluation committee makes its recommendations to the Sheriff, and the Sheriff makes a final selection, the results will be on file with the OCSO Purchasing Office and letters advising Proposers of the Sheriff's award decision will be e-mailed to them and posted on OCSO's website. ([www.ocso.com](http://www.ocso.com))

No oral interpretations or clarifications of the RFP or its contents will be made to any Proposer. If a Proposer needs additional information regarding the solicitation, the Proposer can email the Senior Procurement Specialist, Davon Petersen at [Davon.Petersen@ocsofl.com](mailto:Davon.Petersen@ocsofl.com). Responses will be made by written addendum and sent to all known Proposers who requested the RFP documents. Questions received after the question deadline will not be answered.

#### **E. Terms and Conditions**

##### **1. Proposal Opening**

Proposal packages/responses will be publicly opened, and Proposers' names will be read on **Monday, March 23, 2026, at 10:00a.m. EST** in the OCSO Fiscal conference room. No other information contained in the Proposals will be disclosed at the opening. All interested parties are invited to attend online. Please email the Senior Procurement Specialist, [Davon.Petersen@ocsofl.com](mailto:Davon.Petersen@ocsofl.com), for online meeting information.

##### **2. Proposal Preparation**

The cost of preparation of a Proposal to this RFP is solely the responsibility of the Proposer. The Sheriff assumes no liability for any such costs incurred by the Proposer. The Proposer also agrees that the Sheriff bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

##### **3. Form of Contract**

It shall be understood by the Proposer and the OCSO that the Proposal received is a signed agreement to furnish all goods and perform all services, including labor (if any), as stipulated in the documents, upon the award of the proposal.

#### **4. Proposed Contracts**

The attached Proposed Contract (Exhibit A-10) is included as a reference. ***Any exceptions by Proposers to this standard Proposed Contract must be clearly indicated by return of the standard Proposed Contract with the Proposal with exceptions clearly noted.*** The Sheriff has the right to require the selected Proposer to sign the attached Proposed Contract or to negotiate revisions to the contract language prior to execution of the contract, at his sole discretion. Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed upon in writing by the parties.

#### **5. Payment Terms**

The payment due date for the purchase of goods or services is 45 days after the date specified in Florida Prompt Payment Act (Florida Statute 218.74).

#### **6. Gratuities:**

Proposer shall not give, offer to give, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. The Sheriff's Office may cancel this contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Proposer or any agent or representative of a Proposer, to any employee of the Sheriff's Office with a view toward securing a contract or with respect to the performance of this contract.

#### **7. Insurance Requirements**

The Proposer shall provide the following insurance requirements:

##### **A. Commercial General Liability**

Including Premises, Operations, Products, Completed Operations, Advertising and Personal Injury Liability, with the following minimum limits of liability:

- i) \$2,000,000 General Aggregate

- ii) \$2,000,000 Products and Completed Operations Aggregate
- iii) \$1,000,000 Personal Injury and Advertising Injury
- iv) \$1,000,000 Per Occurrence

**B. Proof of Insurance**

Insurance certificates evidencing that the above insurance is in force with companies acceptable to SHERIFF and in the amounts required shall be submitted to SHERIFF for examination and approval prior to commencement of work under this Agreement, after which they shall be filed with SHERIFF. The insurance certificate shall name SHERIFF as an additional insured and specifically provide that a certificate shall not be modified, canceled or non-renewed except upon thirty (30) days prior written notice to SHERIFF. Neither SHERIFF's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes VENDOR's responsibility to comply with the insurance specifications.

**8. Award and Award Notices**

Awards may be all or none, by item, or any other basis as determined to be in the best interest of OCSO. Upon completion of a thorough review and analysis of all Proposals received, the Orange County Sheriff's Office Senior Procurement Specialist will issue a written award notice to all Proposers. Award notification will be posted on the following website: [www.ocso.com](http://www.ocso.com).

An award notice will be issued by the OCSO. A tabulation of responses will be maintained in the Purchasing Department.

The award notice will be made available by contacting Davon Petersen, Senior Procurement Specialist, at [Davon.Petersen@ocsofl.com](mailto:Davon.Petersen@ocsofl.com) (407) 254-7132.

**9. Protests**

A protest must be in writing and sent to Davon Petersen, Senior Procurement Specialist at [Davon.Petersen@ocsofl.com](mailto:Davon.Petersen@ocsofl.com) and [Purchasing Manager, Rachelle Groetsch at Rachelle.Groetsch@ocsofl.com](mailto:Purchasing Manager, Rachelle Groetsch at Rachelle.Groetsch@ocsofl.com). Failure to file a protest with the Senior Procurement Specialist by 5:00p.m. EST on the fifth (5<sup>th</sup>) full business day after the award notice is posted on the Agency's website shall constitute a waiver 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 Senior Procurement Specialist, via email to [Davon.Petersen@ocsofl.com](mailto:Davon.Petersen@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 information, legal authority, and evidence to support the protest.

The protestor shall be liable for all its own costs and expenses incurred related to a protest, including all appeals.

A protest must be filed within five (5) business days after such an aggrieved person knows or should have known of facts giving rise thereto; but in no event more than five (5) business days after the award being posted on the Agency's website, provided, however, that:

Any protest with respect to the terms, conditions, specifications, or procedures contained in the solicitation must be filed by the date established 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.

No protest of any kind with respect to a solicitation or contract may be filed more than five (5) business days after the Sheriff's posting of a Notice of Award at [www.ocso.com](http://www.ocso.com) or his setting forth the final recommended ranked order of respondents to a solicitation.

Notwithstanding anything in this subsection to the contrary, no protest may be filed or heard after the award contract has been fully executed.

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

- i) If the Sheriff elects in his sole discretion to weight solicitation evaluation criteria or adopts 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 weigh solicitation evaluation criteria or to adopt a formula for evaluation, a

protest may not challenge such elections.

- ii) A protest may not challenge a decision or action of the Sheriff made in accordance with Orange County Sheriff's Office General Order 17.1.4, Fiscal Management.

If all Proposals are rejected or a solicitation is cancelled, all Proposal submittals received may remain confidential, in accordance with Chapter 119, Florida Statutes, as amended.

### **10. Mandatory Requirements**

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

The Sheriff's Office reserves the right to determine which Proposal(s) meets the mandatory requirements of the RFP.

### **11. Public Entity Crime**

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section. No Proposals shall be considered from any Proposer who is on such list.

### **12. Schedule of Sub-Consultants**

Proposers shall list all sub-contractors that they reasonably intend to use on this project as described in Section IV: Bid Instructions & Requirements which include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity) and proposed percentage of work.

The provisions of this RFP, any purchase orders, or any other resulting contract shall be incorporated by the Proposer into the contracts of any applicable subcontractors.

### **13. Responsible Proposer Determination**

Proposer is hereby notified that Section 287.05701, Florida Statutes, requires that the OCSO may not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor.

**14. Questions Regarding this RFP**

The OCSO Senior Procurement Specialist, Davon Petersen, is the single point of contact (the “Principal Contact”) for all matters relating to this RFP. Proposers must direct all inquiries to [Davon.Petersen@ocsofl.com](mailto:Davon.Petersen@ocsofl.com).

Proposer will not, under any circumstances, contact any OCSO or Orange County government personnel, other than the Principal Contact, to discuss this RFP.

No negotiations, decisions, or actions will be initiated or executed by a Proposer as a result of any discussion with any employee(s) of the above referenced entities. Proposers must not divulge submitted Proposal information prior to the official Proposals opening and shall not direct any queries or statements concerning their Proposal to any OCSO employees (except for the Principal Contact) from the time of submission of a Proposal until the execution of a contract.

Any Proposer who initiates any discussions with staff in any manner other than that described below are subject to disqualification from this procurement.

**You may contact Davon Petersen at any time during this process.**

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to [Davon.Petersen@ocsofl.com](mailto:Davon.Petersen@ocsofl.com) no later than **Thursday, March 12, 2026, at 4:00 p.m. EST**, to the attention of Davon Petersen, Senior Procurement Specialist, referencing the RFP number, RFP #219-25. Proposers are instructed not to contact the initiating division directly with questions.

Written communications from the will be the official Sheriff’s Office response to vendor questions. No oral interpretation of this Request for Qualification shall be considered binding.

All Proposer questions received by the published deadline will be answered through the issuance of an addendum. The addendum will be issued to all Proposers known to be in receipt of this RFP, and it will be available on the OCSO Website ([www.ocso.com](http://www.ocso.com)) for access by potential Proposers.

This provision exists solely for the convenience and administrative

efficiency of OCSO. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or seek a cause of action arising from these provisions.

### **15. Reference Checks**

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance relating to the services sought by this RFP. Contact persons should have been informed that they are being used as a reference and that the Sheriff's Office may be contacting them. More than one person can be listed but all shall have knowledge of the Proposer's qualifications. DO NOT list principals or officers who will not be able to answer specific questions regarding the Proposer's qualifications and abilities to provide the services sought by this RFP.

Failure of references listed to respond to the Sheriff's inquiries may negatively impact the evaluation of the Proposal.

### **16. Presentations**

Details pertaining to the oral presentation phase of the RFP process will be confirmed after proposal submission.

If the Proposer is asked to give an oral presentation, the Proposer should prepare a comprehensive presentation which concentrates on the business and technical aspects of the proposal and should not be marketing discussions. **PROPOSALS WILL NOT BE ALTERED OR ENHANCED DURING THE ORAL PRESENTATION.**

Appropriate visual and written materials are expected, but the format will be left to the discretion of the Proposer. A soft copy of all presentation materials must be delivered to the Principal Contact at least two (2) business days before the beginning of the presentation. Proposers should provide copies of all materials for the OCSO attendees at the presentation whether in person or via teams. The number of attendees will be determined by the Sheriff.

The OCSO may provide a last-minute agenda or other directions for the Proposer's presentation based on OCSO's initial review of the proposals.

### **17. Negotiations**

The OCSO reserves the right to accept any Proposal as submitted without negotiations; or to conduct detailed negotiations with one highest ranked Proposer; or to negotiate with more than one Proposer. Details regarding this process will be provided at the appropriate time to the Proposer and may include discussions based on any aspect of a Proposal.

The OCSO intends to have various representatives participate in all negotiations. OCSO encourages Proposers, as appropriate, to have their legal counsel participate as well. However, the OCSO will not be precluded by the absence of a Proposer's counsel from having OCSO counsel participate, and Proposers will not be permitted to defer or revisit any matter due to the necessity of consultation with counsel.

#### **V. PROPOSAL FORMAT**

The Sheriff reserves the right to award a contract pursuant to this RFP without further discussion with Proposers; therefore, it is important that each proposal contains the following items to ensure the bid submission is responsive.

##### **Required items**

Section III – RFP Bid Specifications (Scope, Location, Period, Implementation Plan, Payment Schedule, Planning, Design and Configuration)

- A.1 Vendor Contact Information
- A.2 Proposal Submittal Checklist
- A.3 Acknowledgement of Addendum
- A.4 Conflict of Interest Statement Form
- A.5 Authorized Signatories/Negotiators
- A.6 Drug Free Workplace Form
- A.7 Contractor References
- A.8 Vendor Price Sheet
- A.9 OCSO Vendor Application
- A.10 Contract/Agreement

##### **APPENDIX A**

- B.1 Certificate of Insurance
- B.2 Report and User Information Form

#### **VI. PROPOSAL SUBMISSION**

Vendors desiring to provide the specified goods/services as specified in this RFP must submit one (1) original printed copy and one (1) digital version in PDF format on a USB flash drive of its entire proposal. Required forms are due no later than

**Thursday, March 19, 2026, by 4:00p.m. EST to:**

**For Mail Delivery:**

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

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

Orange County Sheriff's Office  
Attention: Davon Petersen, Senior Procurement Specialist  
2500 West Colonial Drive Orlando, FL 32804

All Vendors delivering bid packages to the physical address listed above must notify Purchasing at (407) 254-7147 or (407) 254-7148 immediately upon arrival.

Purchasing personnel will issue a bid receipt to the Vendor upon receipt of the bid package.

***The sealed envelope must be marked in the lower left outside corner with the Vendor name and "RFP # 219-25".***

**ALL** bids must be received in the Purchasing Section by **Thursday, March 19, 2026, 4:00 p.m. EST**, regardless of the delivery method. It is the sole responsibility of the Proposer to ensure their proposal reaches the Sheriff's Purchasing Section. Proposals received after the deadline will not be considered and will be returned unopened to the Proposer. The Orange County Sheriff's Office will not be responsible for late deliveries or delayed mail.

Proposals may not be amended after the submission deadline.

All materials submitted in connection with Proposer's response to this RFP, notwithstanding any legends on the Proposal or any other statements to the contrary, will become the property of the OCSO and may be returned only at OCSO's option.

**VII. EVALUATION CRITERIA**

**A. Qualifying Proposals**

OCSO will review each submitted proposal to determine whether it is a Qualifying proposal. A qualifying proposal is one that meets all the criteria set forth herein.

A qualifying proposal is a proposal:

1. Submitted by the specified due date as

specified in Section VI: Proposal Submission.

2. Submitted in the form and format outlined in Section VI: Proposal Submission.
3. Conforms to the scope and bid requirements as specified in Section III: RFP Bid Specifications

**B. Evaluation of Qualifying Proposals**

OCSO will evaluate each qualifying proposal based on the degree to which it complies with OCSO's requirements, as articulated in this RFP. The selection criteria will be based on several factors including cost, estimated service/delivery date, and references.

## Attachment A: Required Documents

### Exhibit A-1 Vendor Contact Information

**Orange County Sheriff's Office**

**Fiscal Management-Purchasing Section**

**Attention: Davon Petersen**

**2500 W. Colonial Dr. Orlando, FL**

**32804**

**2<sup>ND</sup> Posting RFP #219-25 Tow  
Management Dispatch Services**

### Vendor Information

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

(Operational name used on business cards, advertising, signs, etc.)

Entity Name: \_\_\_\_\_

(Entity name registered with FL Div. of Corporations if different than operational name)

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

(Physical address and mailing address)

Federal Employer Identification Number (or SSN): \_\_\_\_\_

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

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

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

Contact Phone Number: \_\_\_\_\_

## Attachment A: Required Documents

### Exhibit A-2 Proposal Submittal Checklist

Please place an X on your reply

A.1 Vendor Contact Information	{YES}{NO}
A.2 Proposal Submittal Checklist	{YES}{NO}
A.3 Acknowledgement of Addendum	{YES}{NO}
A.4 Conflict of Interest Statement Form	{YES}{NO}
A.5 Authorized Signatories/Negotiators	{YES}{NO}
A.6 Drug Free Workplace Form	{YES}{NO}
A.7 Contractor References	{YES}{NO}
A.8 Administrative Fee Form	{YES}{NO}
A.9 OCSO Vendor Application	{YES}{NO}
A.10 Contract/Agreement	{YES}{NO}
B.1 Certificate of Insurance	{YES}{NO}
B.2 Report and User Information Form	{YES}{NO}

## **Attachment A: Required Documents**

### **Exhibit A-3 Acknowledgement of Addenda**

The bidder/proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it with their respective proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid or proposal. Material impacts include but are not limited to changes to scope of service, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

## Attachment A: Required Documents

### Exhibit A-4 Conflict/Non-Conflict of Interest Statement

#### **CHECK ONE**

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any clients, contracts, property interest, or officer, director or agent of the Orange County Sheriff's Office for this project.

#### **OR**

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to clients, contracts, property interest, or officer, director or agent of the Orange County Sheriff's Office for this project.

#### **LITIGATION STATEMENT**

#### **CHECK ONE**

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

---

COMPANY NAME

---

AUTHORIZED SIGNATURE

---

NAME (PRINT OR TYPE)

---

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

## Attachment A: Required Documents

### Exhibit A-5 Authorized Signatories/Negotiators

The proposer represents the following people who are authorized to sign and/or negotiate contracts and related documents to which the proposer will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone Number</u>

---

(Signature) \_\_\_\_\_ (Title) \_\_\_\_\_

---

(Name of Business) \_\_\_\_\_ (Business Telephone Number) \_\_\_\_\_

---

(Mailing Address) \_\_\_\_\_ (Business Physical Address) \_\_\_\_\_

---

(City, State, Zip) \_\_\_\_\_ (City, State, Zip) \_\_\_\_\_

The proposer shall complete and submit the following information with the proposal:

Type of Organization

\_\_\_\_\_ Sole Proprietorship      \_\_\_\_\_ Partnership

\_\_\_\_\_ Joint Venture              \_\_\_\_\_ Corporation

State of Incorporation: \_\_\_\_\_

Federal I.D. or Social Security number is \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## Attachment A: Required Documents

### Exhibit A-6 Drug-Free Workplace Form

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

Name of Business

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

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

Vendor's Signature \_\_\_\_\_

Date \_\_\_\_\_

# Attachment A: Required Documents

## Exhibit A-7 Vendor Reference Form

Bidder must provide the following information from three (3) previous clients in which similar services were performed within the last five (5) years.

### Reference No. 1

<b>Company Name:</b>	
<b>Location: (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

### Reference No. 2

<b>Company Name:</b>	
<b>Location: (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

### Reference No. 3

<b>Company Name:</b>	
<b>Location: (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

# Attachment A: Required Documents

## Exhibit A-8 Administrative Fee Form

1. Administrative Fee Amount - \$\_\_\_\_\_.
2. Please choose who will be charged the administrative fee:
  - A. Tow Company
  - B. OCSO
3. Please initial that you have read Section III RFP Bid Specifications, Subsection F (Payment Schedule) to acknowledge when a fee may be exempt.

VENDOR shall receive payments based upon an Administrative Fee of [ \$ ] that will be charged to the registered owner or agent of the property towed, unless otherwise exempted herein. Providers shall remit the Administrative Fee received by it, and properly charged, to VENDOR within the first ten (10) days of each month, through the Automated Clearinghouse System (ACH).

B. Exemptions from Administrative Fee. The following types of tows shall not result in the imposition of the Administrative Fee contained in the Orange County Sheriff's Fee Schedule:

- v) Innocent owners/agents as defined in Section II: Definitions of the Tow Manual.
- vi) Sheriff's Vehicles as defined in Section II: Definitions of the Tow Manual.
- vii) Vehicles seized for Forfeiture as provided for in the Tow Manual when the Sheriff is the entity responsible for the payment of the fee. For example, where the Sheriff is granted title to the car through settlement, court action or other legal processes.
- viii) Transfers between OCSO facilities and tow yards paid by the OCSO.

# **Attachment A: Required Documents**

## **Exhibit A-9 OCSO Vendor Application**

**See Next Page**



# ORANGE COUNTY SHERIFF'S OFFICE

# A-9 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

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

### APPLICATION PAGE INSTRUCTIONS:

#### Section: Contact Person Information

- 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)
- Please complete all fields if applicable.**

#### Section: Headquarters Address

- 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\***



# ORANGE COUNTY SHERIFF'S OFFICE

## A-9 VENDOR APPLICATION FORM

### Fiscal Management / Purchasing Section

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)											
<b>Type of Organization</b> <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)	<b>Choose Tax Classification</b> <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <b>Federal Identification Number OR Social Security Number:</b> <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>										

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

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



# ORANGE COUNTY SHERIFF'S OFFICE

## A-9 VENDOR APPLICATION FORM

Fiscal Management / Purchasing Section

### 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.

<b>Print or type.</b>	<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)		

### 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.

Social security number	-	Employer identification number												
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> </table>					-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> </table>								

**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.

**or**

Employer identification number								
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> </table>								

### **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</b>	Signature of _____	<b>Date</b>	_____
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should check the "LLC" box and enter its appropriate tax classification.

## 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

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 1 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

**10-1986 (Rev. 3/25)** 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 • Sole proprietorship	Individual/sole proprietor.
LLC classified as a partnership for U.S. federal tax purposes or LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 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), ABLÉ 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

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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 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:**

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

**EMAIL ADDRESS: [JENNIFER.ALBRECHT@OCSOFL.COM](mailto: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."

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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. 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.

**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 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

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(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 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

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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.)*

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A-10 TOW MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is by and between John W. Mina, as Sheriff of Orange County, Florida, (“SHERIFF”) and VENDOR OCSO Vendor Number \_\_\_\_\_ (collectively referred to as the “Parties”).

The SHERIFF seeks to enter into an agreement for a Towing Management System ("TMS") software package to function as a comprehensive towing and dispatch management service of vehicle tows provided by privately-owned vehicle towing service companies (“Providers”). The TMS shall be used to oversee coordination, dispatch, tracking, and management of all agency-initiated tows, including vehicle storage, release and auction processing.

VENDOR is capable of providing such service to the SHERIFF and desires to do so under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the SHERIFF and VENDOR hereby agree as follows:

2. Effective Date of Agreement

This Agreement shall be effective upon full execution of this instrument.

3. Scope of Services

A. VENDOR shall provide all planning, execution, implementation, and training for a TMS for SHERIFF as set forth in Appendix A to this Agreement.

B. VENDOR will provide training to SHERIFF's designated employees on the TMS software. Training will be scheduled through mutual agreement between VENDOR and SHERIFF's staff. The training will be supported by the following:

i) VENDOR staff that are qualified technical experts to conduct the training.

ii) Quick Reference guides (no more than a total of two (2) pages in length), including graphics for all relevant job functions.

iii) User manuals prepared by VENDOR for use by the SHERIFF with specific training modules based on the software functionality.

iv) Interactive training sessions for SHERIFF's identified staff and Providers, that will cover the essential concepts and standard navigation of the software, as well as end-to-end business processes including, but not limited to, creating a service request, entering information in a service request, and assigning service requests.

v) Training class outlines and training manuals, along with time estimates to complete the sessions.

C. VENDOR shall provide training to Providers on the TMS software.

D. VENDOR shall provide Traffic Incident Management Training (TIM

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Training) to Providers at the request of SHERIFF.

- E. VENDOR shall mentor Providers and monitor their performance to ensure that the best quality of service is being provided to SHERIFF.
- F. VENDOR shall ensure all Providers have procured and maintained appropriate insurance coverage and provide proof of that coverage to the SHERIFF upon request.
- G. VENDOR shall create and monitor daily, weekly and monthly reports regarding the Providers' performance. VENDOR shall also customize additional reports if requested by SHERIFF.
- H. VENDOR shall promptly notify SHERIFF when they become aware a Provider has fallen out of compliance with State Law, local ordinances or the Orange County Sheriff's Office Tow Manual ("Tow Manual") and shall assist the SHERIFF with any investigation or disciplinary process related to the Provider's non-compliance.
- I. VENDOR shall assist SHERIFF in monitoring fees and provide fee reports to SHERIFF as agreed upon between both Parties to this Agreement, to ensure that Providers comply with the fees established by SHERIFF and set forth in the Tow Manual, and promptly report any violations to SHERIFF.
- J. VENDOR shall operate comprehensive dispatching services for SHERIFF and Providers 24 hours a day, 365 days a year. VENDOR shall designate a single point of contact for SHERIFF to address Agreement performance issues. VENDOR shall also manage a claim and complaint process. VENDOR shall provide SHERIFF with reporting that includes at a minimum: tow requests; dispatch and response time management; towing volumes by category; inventory management; vehicle release; vehicle disposal; financial reporting; and customer service reports detailing customer complaints and the status of the resolution.
- K. Implementation shall proceed according to the timeline and procedures outlined in Appendix A.

4. Term of Agreement

Except as hereinafter provided, the parties agree this Agreement shall expire [3 to 5] years after the first day of the first full calendar month following the month in which the system becomes operational. This Agreement may be extended upon the same terms and conditions for up to one (1) additional two-year (2-year) term upon written agreement executed by both parties, sixty (60) days prior to the end of the Agreement.

5. Agreement Termination

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In the event of termination, VENDOR shall provide reasonable assistance to the SHERIFF in ensuring that the records received and maintained by VENDOR will be transferred to the SHERIFF to ensure SHERIFF'S compliance with Florida's Public Records law. VENDOR shall provide the SHERIFF with an explanation of the process and costs involved in such transfer within thirty (30) days of the execution of this Agreement.

6. Indemnity

VENDOR agrees to defend, indemnify, and hold SHERIFF, its employees and agents harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of VENDOR, or its subcontractors, partners or independent subcontractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by VENDOR or the subcontractors, partners or independent subcontractors or any of their agents or employees under the Agreement.

7. General

VENDOR shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by VENDOR under this Agreement. VENDOR shall without additional compensation, correct or revise any errors or deficiencies in VENDOR's final reports and services.

8. Insurance

VENDOR shall not commence work under this Agreement until it has obtained at its own cost and expense all insurance required herein by companies that have at least an AM Best rating of A+. All insurance coverage is subject to approval of the SHERIFF and shall be maintained by VENDOR throughout the duration of this Agreement.

A. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising and Personal Injury Liability, with the following minimum limits of liability:

- v) \$2,000,000 General Aggregate
- vi) \$2,000,000 Products and Completed Operations Aggregate
- vii) \$1,000,000 Personal Injury and Advertising Injury
- viii) \$1,000,000 Per Occurrence

B. Proof of Insurance

Insurance certificates evidencing that the above insurance is in force with

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companies acceptable to SHERIFF and in the amounts required shall be submitted to SHERIFF for examination and approval prior to commencement of work under this Agreement, after which they shall be filed with SHERIFF. The insurance certificate shall name SHERIFF as an additional insured and specifically provide that a certificate shall not be modified, canceled or non-renewed except upon thirty (30) days prior written notice to SHERIFF. Neither SHERIFF's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes VENDOR's responsibility to comply with the insurance specifications.

9. Subcontractors

VENDOR shall not subcontract any portion of the work to be performed under this Agreement nor assign this Agreement without the prior written approval of the authorized agent of the SHERIFF. If SHERIFF authorizes the use of a subcontractor, VENDOR shall ensure and require that any subcontractor: agrees to and complies with all of the terms of this Agreement; reports to and bills VENDOR directly; and complies with Equal Employment Opportunity, anti-discrimination and legal workforce policies. VENDOR shall be solely responsible for the breach, performance or nonperformance of any subcontractor. VENDOR shall solely be responsible for the performance of all subcontractors and shall compensate said subcontractors.

10. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of a partnership, a joint venture, or an association between SHERIFF and VENDOR. VENDOR is an independent Contractor and neither it, its employees, agents, subcontractors nor representatives shall be considered employees, agents or representatives of SHERIFF. Except as otherwise provided herein, VENDOR shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due VENDOR, there shall be no deduction for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax FICA payments, state income tax, unemployment compensation taxes, and other payroll deduction and taxes are the sole responsibility of the VENDOR.

Pursuant to Federal and local laws, VENDOR warrants that they have registered with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Florida.

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11. Third Party Participation

- A. Participation in and use of this Agreement, and its terms and conditions, by a Third Party Participant is open to public and nonprofit entities located in the State of Florida, such as municipal, state, and county governments, tribal governments, and other public entities.
- B. Vendor understands that a Third Party Participant's use of this Agreement is at the Third Party Participant's sole discretion and convenience and Third Party Participants reserve the right to obtain like Products or Services from any other source.
- C. A Third Party Participant must clearly indicate to Vendor, in a written instrument, executed by both Vendor and the Third Party Participant, that it intends to access this Agreement; however, order flow and procedure will be developed jointly between the Third Party Participant and Vendor.
- D. The Third Party Participant will be solely responsible for payment to Vendor and the Sheriff will have no liability for any unpaid invoice of any Third Party Participant.
- E. Sheriff makes no representation or guaranty with respect to any purchases by any Third Party Participant under this Agreement.
- F. Sheriff shall not be responsible for Vendor's performance under this Agreement and any Third Party Participant shall hold Sheriff harmless from any liability that may arise from the acts or omissions of Vendor in connection with their use of this Agreement.

12. Successors and Assigns

SHERIFF and VENDOR, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other Party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither SHERIFF nor VENDOR shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other; however, this Agreement shall remain in full force and effect irrespective of who is SHERIFF, understanding that it is an elected position and subject to change.

13. Equal Employment and Americans with Disabilities

In connection with the work under this Agreement, VENDOR agrees to comply with the applicable provisions of local, state and federal equal employment opportunity and nondiscrimination statutes and regulations.

14. Data Practices

VENDOR, its agents, employees and any subcontractors of VENDOR in providing all services hereunder, agree to abide by the provisions of Florida law and federal

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law regarding data privacy. VENDOR agrees to indemnify and hold SHERIFF, its employees and agents harmless from any claims resulting from the VENDOR's unlawful disclosure or use of data protected under state and federal laws.

15. Notices

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, via certified mail, and depositing the same in the United States Postal Service, addressed to one of the authorized agents of VENDOR as stated below, and to the authorized agent of SHERIFF as stated below. The Parties will update this information as needed.

**As to the SHERIFF:**

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**As to VENDOR:**

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16. Changes

The Parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

17. Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties unless such invalidity or unenforceability would cause the Agreement to fail its purpose. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

18. Terms of Payment

VENDOR shall receive payments based upon an Administrative Fee of [\$ ] that will be charged to the registered owner or agent of the property towed, unless otherwise exempted herein. Providers shall remit the Administrative Fee received by it, and properly charged, to VENDOR within the first ten (10) days of each month, through the Automated Clearinghouse System (ACH).

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- C. Exemptions from Administrative Fee. The following types of tows shall not result in the imposition of the Administrative Fee contained in the Orange County Sheriff's Fee Schedule:
- ix) Innocent owners/agents as defined in Section II: Definitions of the Tow Manual.
  - x) Sheriff's Vehicles as defined in Section II: Definitions of the Tow Manual.
  - xi) Vehicles seized for Forfeiture as provided for in the Tow Manual when the Sheriff is the entity responsible for the payment of the fee. For example, where the Sheriff is granted title to the car through settlement, court action or other legal process.
  - xii) Transfers between OCSO facilities and tow yards paid by the OCSO.

19. Conflict of Interest

VENDOR agrees that neither it nor any of its employees, agents, representatives, arrangements, whether formal or informal, has any relationship with any Provider that will or may be utilized by SHERIFF outside of those arrangements specifically outlined in this Agreement. VENDOR further agrees that neither it nor its employees will discuss, consult or otherwise communicate with any Provider regarding its agreement, potential agreements or programs involving SHERIFF without express written consent of SHERIFF. Violation of this provision shall be grounds for SHERIFF to terminate this Agreement at his sole discretion.

20. Incorporated Documents

The following documents are incorporated by reference as if fully set forth, in order of precedent in the event of any conflict. To the extent any document conflicts with this Agreement, this Agreement shall prevail.

- A. Orange County Sheriff's Office Standard Terms and Conditions as fully executed by the Parties.
- B. Orange County Sheriff's Office Tow Manual
- C. Orange County Sheriff's office RFP #219-25, Tow Management Dispatch Services
- D. Vendor's bid/response packet to RFP #219-25

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The undersigned Parties agree to the terms and conditions set forth in the above Agreement.

**SHERIFF'S OFFICE OF ORANGE  
COUNTY, FLORIDA**

**VENDOR**

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**John W. Mina**  
**as Sheriff of Orange County, Florida**

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**PRINTED NAME AND TITLE**

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**Date**

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**Date**

FOR USE AND RELIANCE ONLY  
BY THE SHERIFF OF ORANGE  
COUNTY, FLORIDA.

APPROVED AS TO FORM AND  
LEGALITY

THIS \_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_.

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**Assistant or General Counsel**  
**Orange County Sheriff's Office**

## **Appendix A**

### **Statement of Work with seven subsections to be attached**

The Statement of Work is to be organized in these seven sub-sections:

- o Purpose
- o Scope
- o Location
- o Period
- o Implementation Plan
- o Payment Schedule
- o Planning, Design and Configuration

**RFP#219-25 TOW MANAGEMENT  
DISPATCH SERVICES  
ADDITIONAL FORM B.2 – REPORT AND  
USER INFORMATION**

1. Does your software allow users to be added/deleted by the end user?  
Does it allow for large uploads?
2. Does your software require individual emails to log in, or can we set up an agency user email? The individual would still need to fill out the form with their information. If one agency user email is allowed, would it permit for multiple usage at the same time?
3. Please provide a description of your reporting functions, including what type of reports are available to the end user, are there any fees associated with reports and if so, please provide the cost. If additional reports are requested outside the end user's ability, describe any fees that would be incurred.

If reports are to be requested through the software system and not through the end user, can you provide an estimated amount of time to receive the reports?