

Orange County Sheriff's Office

RFP #217-25

**Worker's Compensation Legal
Counsel**



NOTICE IS HEREBY GIVEN THAT the Orange County Sheriff's Office is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #217-25
WORKERS COMPENSATION LEGAL COUNSEL
TERM CONTRACT**

Copies of the Request for Proposals (RFP) documents may be obtained from the Orange County Sheriff's Office website: www.ocso.com.

PROPOSAL SUBMISSION DUE DATE:

Sealed proposal offers ("Proposals") for furnishing the above will be accepted up to **Thursday, February 26, 2026, at 4:00 PM (local time)**, via mail or hand-delivery.

Proposals received after the submission deadline may be rejected.

NOTICE TO PROPOSERS:

To ensure that your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your Proposal. Your point-of-contact for this solicitation is Davon Petersen, Senior Procurement Specialist at davon.petersen@ocsofl.com.

QUESTIONS:

All questions or concerns regarding this Request for Proposals shall be submitted by email to davon.petersen@ocsofl.com, no later than **Thursday, February 19, 2026, at 4:00PM (local time)** to the attention of Davon Petersen, Senior Procurement Specialist, referencing the RFP number.

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SECTION 1: SPECIFICATIONS/SCOPE OF SERVICE

A. SCOPE OF WORK

The Orange County Sheriff's Office (OCSO) is an independent constitutional office. Workers Compensation coverage is provided under a Self-Insured program with a \$400,000 self-insured retention since October 1, 2004. The Orange County Sheriff's Office Risk Management Program (the "Program") is a mechanism through which OCSO Workers Compensation claims are settled, litigated, or denied.

The Program is administered by the OCSO Risk Manager and a third-party administrator responsible for the initial investigation, oversight, and evaluation of Workers Compensation claims. The disposition of claims is made by the OCSO Risk Manager in conjunction with the OCSO Director of Human Resources ("Director"). This includes claims defense litigation similar to that required by an insurance carrier or large self-insurer.

This RFP is expected to result in a non-exclusive contract with two or more selected law firms.

B. RESPONSIBILITIES OF THE SELECTED FIRMS

The Selected Firms shall:

1. Provide competent and cost-effective legal defense, including appellate services.
2. Defend the Program's members in legal proceedings in accordance with Chapter 400.
3. Perform these duties in accordance with Attachment A, Defense Counsel Billing and Reporting Guidelines Workers Compensation.

C. RESPONSIBILITIES OF THE SHERIFF'S OFFICE

1. There is no assurance that selection as counsel for the Program will result in any minimum number of case referrals. The Director or their designee will assign each case to one of the retained law firms as he/she designates to be in the Program's best interests. However, the Director or designee plus the Third-Party Administrator or its designee will attempt to equitably distribute the workload when in his/her sole discretion such distribution is feasible and appropriate.
2. At times the Risk Manager may assign cases to firms outside the selected law firms list if a conflict exists or if special expertise is not available. Additionally, the selected firms may be required to work in partnership with the Sheriff's Legal Counsel's Office on individual claims.

3. The Sheriff considers these legal services to be personal in nature. Therefore, if one of more principals or key personnel terminates her/her association with a firm with whom a contract is executed, the Sheriff shall reserve the right to subsequently execute a contract with any such firm with whom such principals or key personnel may become associated. Furthermore, the Sheriff shall reserve the right to terminate a contract with any firm from whom a principal or key personnel becomes disassociated. The determination as to which individuals constitute principals or key personnel is solely within the Sheriff's discretion as a client.

SECTION 2: PROPOSAL SUBMISSION REQUIREMENTS

The Orange County Sheriff's Office requires the following information to be included in your Proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your Proposal.

TAB 1. FIRM QUALIFICATIONS

The Proposer shall provide the following:

- A. A detailed statement of the firm's experience and expertise, including work for both governmental and non-governmental clients.
- B. A minimum of five (5) references, with at least two (2) from governmental entities, where the firm has done similar work. Each reference must include:
 - Contact Name
 - Address
 - Email Address
 - Phone Number
 - Date of Contract
- C. A written statement, on company letterhead describing:
 - a) The total number of employees divided by job classification.
 - b) The ability to provide prompt and quality legal services.
- D. A statement, on company letterhead, disclosing any current, pending or potential disciplinary action or malpractice claim or other like proceedings against the firm or practitioner associated with the firm who is a member of The Florida Bar. The Proposer shall list any partner or associate of the firm that is involved.
- E. Without breaching client confidentiality, provide a statement indicating whether any clients are currently involved or anticipate being involved in judicial or administrative litigation with the Sheriff's Office, or its employees. The Proposer shall disclose whether any firm clients have filed

in the past twelve months or anticipate filing in the next twelve months any form of regulatory application with the Sheriff's Office. *Firms that have conflicts which would require a waiver by the Sheriff's Office shall not submit a proposal*.

TAB 2. ATTORNEY QUALIFICATIONS AND EXPERIENCE

The Proposer shall provide the following:

- A. Identify the lead attorney for both the proposal and any potential work if retained. Include:
 - Comprehensive resume
 - Florida Bar number
 - Description of experience and expertise
 - Must show minimum of five (5) years in Florida Workers' Compensation litigation
- B. Provide the same information (resume, Florida Bar number, experience/expertise) for each additional attorney expected to perform work for the Sheriff's Office.
- C. Describe relevant litigation experience for each attorney expected to handle claims under section 112.18, Florida Statutes.
- D. Describe relevant appellate litigation experience for any attorney proposed to provide appellate work.

TAB 3. FEE SCHEDULE

The maximum fees for the contract resulting from this solicitation are specified below. **Do not provide alternate fee pricing.**

Senior Partner	\$155.00 per hour
Partner	\$145.00 per hour
Associate	\$135.00 per hour
Paralegal	\$ 85.00 per hour
Clerical	\$ 0.00 per hour

The Proposer shall submit a statement acknowledging compliance with the fee structure above. Failure to acknowledge compliance with the rate schedule shall deem the proposal non-responsive.

TAB 4 ORANGE COUNTY SHERIFF'S OFFICE COMPLIANCE DOCUMENTATION

- A. Proposal Cover Page shall be completed and submitted with your proposal.

- B. OCSO Vendor Application and Standard Terms and Conditions shall be completed and submitted with your proposal.
- C. Acknowledged Addenda(s) OR Acknowledgement of Addenda Form shall be completed and submitted with your proposal.
- D. Authorized Signatories/Negotiators Form shall be completed and submitted with your proposal.
- E. Drug-Free Workplace Form shall be completed and submitted with your proposal.
- F. Conflict/Non-Conflict of Interest Form shall be completed and submitted with your proposal.
- G. E-Verification Certification shall be completed and submitted with your proposal.
- H. Fee Proposal Form shall be completed and submitted with your proposal.
- I. Financial Stability Form shall be completed and submitted with your proposal.
- J. Location Form shall be completed and submitted with your proposal.
- K. Agency Contract shall be completed and submitted with your proposal.
- L. Reporting and Billing Guidelines (Initials required on each page) and submitted with your proposal.

SECTION 3: BID INSTRUCTIONS/REQUIREMENTS

A. Introduction

The OCSO is requesting proposals (RFP) for Workers Compensation legal counsel.

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, including the signed Cover Letter. 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.
 - 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. Email 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 firm name, solicitation number (RFP #217-25), 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) 254-7148 or (407) 254-7147 immediately upon arrival.

C. Compliance with Agreement

The OCSO and the successful Proposer will sign a contract executed by both parties.

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 final selection will be e-mailed to them and posted on OCSO's website. (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. 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 2, 2026, at 10:00a.m.** 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, for online meeting information.

2. 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 OCSO, 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.

3. Clarification

The Sheriff reserves the right to at any time request clarification of information submitted and to request additional information of one or more Proposers.

4. Withdrawal of Proposal

Any Proposal may be withdrawn by 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.

5. 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.

6. 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. The OCSO may issue a numbered purchase order which will serve as an additional Contractual Agreement with the successful Proposer.

7. Proposed Contracts

The attached Proposed Sample Contract (Attachment B) is included as a reference. Any exceptions by Proposers to this standard Proposed Sample Contract must be clearly indicated by return of the standard Proposed Sample Contract with the Proposal with exceptions clearly noted. The Sheriff has the right to require the selected Proposer to sign the attached Proposed Sample 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.

8. 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).

9. 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.

10. Insurance Requirements

The Proposer shall provide proof of insurance as required in Paragraph 43, "Insurance," of **Attachment B: Proposed Sample Contract**.

11. Award and Award Notices

Award 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.

An award notice will be issued to all parties by the Senior Procurement Specialist. A tabulation of responses will be maintained in the Purchasing Department.

The award notice will be made available by contacting, Senior Procurement Specialist, at davon.petersen@ocsofl.com (407) 254-7132.

12. Protests

A protest must be in writing and sent to Davon Petersen at davon.petersen@ocsofl.com. Failure to file a protest with the Senior Procurement Specialist by 5:00 PM on the fifth (5th) 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, via email to davon.petersen@ocsofl.com. A protest must be filed with the Senior Procurement Specialist 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 of 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) businessdays 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 by the Senior Procurement Specialist 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 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, at the discretion of the Purchasing Manager, in accordance with Chapter 119, Florida Statutes, as amended.

13. 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.

14. 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.

15. Availability of Funds

The Sheriff’s performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement. If funding is unavailable, the Sheriff shall retain the unqualified right to terminate all agreements stemming from this RFP.

16. Contract Term

The contract will be for a three-year term with a two (1) year renewal option.

17. Schedule of Sub-Consultants

Proposers shall list all sub-contractors that they reasonably intend to use on this project which includes 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.

18. Tax Status

OCSO 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 Proposer.

19. 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 Proposer shall abide by the following provisions:

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

20. 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.

21. 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.

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 no later than **Thursday, February 19, 2026, at 4:00 PM**, to the attention of Davon Petersen, Senior Procurement Officer, referencing the RFP number, RFP #217-25. Proposers are instructed not to contact the initiating division directly with questions.

Questions must be submitted utilizing the form listed as Required Forms: **Proposal Templates Exhibit B-3 Vendor Questions.** Written communications from the Purchasing Manager 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) 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.

22. 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 have negative impact on the evaluation of the Proposal.

23. Confidential Information

In accordance with Chapter 119, Florida Statutes, (Public Records Law), and except as may be provided by other applicable State or Federal Law, all Proposers should be aware that Request for Proposals and the responses thereto are in the public domain. **Proposers 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 Proposer fails to cite the applicable exempting law, the information will be considered subject to disclosure.

If your response contains any information deemed confidential in accordance with Chapter 119, Florida Statutes provide an additional CD or USB drive with a redacted version with statutory citations supporting the redaction of your response labeled REDACTED.

24. 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.

25. 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. The Proposer should consider such information in its Proposal, and the OCSO will assume all changes or additional requirements transmitted have been taken into account in Proposer'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.

26. 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. Proposer 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 Proposer may detect inconsistencies or potential errors.

While Proposer should identify these potential issues in its questions, Proposer should use the information provided on an “as-is” basis for its Proposal.

27. Contractual Agreement

This solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation, and proposal. Any and all legal actions associated with this Request for Proposals and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

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

RFP #217-25

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 Fee Schedule Form	{YES} {NO}
A.9 OCSO Vendor Application	{YES} {NO}
Form A. Workers Compensation Defense Counsel Reporting and Billing Guidelines	{YES} {NO}
Form B. Contract/Agreement	{YES} {NO}
B.1 Certificate of Insurance (Provided by Vendor)	{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_____

Addendum No._____, Date_____

Addendum No._____, Date_____

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

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

Reference No. 2

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

Reference No. 3

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

Attachment A: Required Documents

Exhibit A-8 Fee Schedule Form

FEE SCHEDULE

The maximum fees for the contract resulting from this solicitation are specified below.

(Do not provide alternate fee pricing.)

Senior Partner	\$155.00 per hour
Partner	\$145.00 per hour
Associate	\$135.00 per hour
Paralegal	\$ 85.00 per hour
Clerical	\$ 0.00 per hour

Please sign and initial below to acknowledge the above listed rates.

Print Name

Signature

Date

Attachment A: Required Documents

Exhibit A-9 OCSO Vendor Application

See Next Page



ORANGE COUNTY SHERIFF'S OFFICE

VENDOR APPLICATION FORM

Fiscal Management / Purchasing Section

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

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 or mail them to the following:

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

Vendor Name	
<input type="checkbox"/> 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

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

Section: Headquarters Address

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

Section: Payment Remittance Address

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

Section: Billing Information

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

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

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

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

- 1. The person that is completing the vendor application should complete this section.**
*** The signature and date are required***



ORANGE COUNTY SHERIFF'S OFFICE

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

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

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



ORANGE COUNTY SHERIFF'S OFFICE

VENDOR APPLICATION FORM

Fiscal Management / Purchasing Section

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

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 for instructions and the latest information.

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

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

Print or type.	1 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.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one 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) _____ Note: 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) _____	4 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.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 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.

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.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign	Signature of _____	Date _____
-------------	--------------------	------------

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.

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 I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax

classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
LLC classified as a partnership for U.S. federal tax purposes or 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 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney 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. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

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

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

³ You must show your individual name 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.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Orange County Sheriff's Office Standard Terms and Conditions

OCSO Purchasing Vendor Number (*OCSO use only*)

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

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

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

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

NOW THEREFORE, the PARTIES agree as follows:

A. GENERAL

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

The PARTIES agree that to the extent VENDOR'S OTHER WRITING, including but not limited to web based terms, contains any terms or conditions which are in conflict with, or require any action that conflicts with, the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control regardless of the order of execution of these documents. The PARTIES further agree that any term or language contained in VENDOR'S OTHER WRITING that purports to override or supersede the terms in this AGREEMENT shall be void and of no force or effect.

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

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

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within fifteen (15) days after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected within such fifteen (15) day period will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

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

D. INDEMNITY AND INSURANCE

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

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

E. PACKING

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

F. DELIVERY

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

G. MATERIAL SAFETY DATA SHEET

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

H. DEPOSITS

Any deposit or partial payment **VENDOR** requires **SHERIFF** to pay prior to delivery of the contracted services or products shall be fully refunded to **SHERIFF** within thirty (30) days upon:

(1) **VENDOR'S** failure to timely deliver, as designated in the purchase order, the services or products; or (2) **SHERIFF'S** termination pursuant to paragraph P herein.

I. OSHA REQUIREMENT

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

J. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(2), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. **VENDOR** hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state or federal regulatory or governmental entity.

K. PROMPT PAYMENT ACT

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

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

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

1. The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or
2. If a proper invoice is not received by the local governmental entity, the date:
 - a. On which delivery of personal property is accepted by the local governmental entity;
 - b. On which services are completed;
 - c. On which the rental period begins; or
 - d. On which **SHERIFF** and **VENDOR** agree in a contract that provides dates relative to payment periods; whichever date is latest.
3. **SHERIFF** shall establish procedures whereby each payment request or invoice received by

it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.

4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in section 218.73. The payment due date for the purchase of construction services is specified in section 218.735.

5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in section 218.73 or section 218.735.

6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

L. GOVERNING LAW, JURISDICTION AND VENUE

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

M. ARBITRATION/MEDIATION

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

N. WARRANTY

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

O. SECURITY

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

P. TERMINATION

This AGREEMENT and VENDOR'S OTHER WRITING may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days' advance written

notice to VENDOR. SHERIFF shall pay for all supplies and services provided by VENDOR, on a pro-rata basis calculated as of the date of termination.

Q. APPROPRIATION

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

R. MISCELLANEOUS

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

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

S. PUBLIC RECORDS LAW

Chapter 119, F.S., is Florida's Public Records Act. Under this law, all records, including contracts, are subject to disclosure to the public on demand. There are certain exemptions that can be claimed by SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely to be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality of any information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

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

NOTICE

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

EMAIL ADDRESS: JENNIFER.ALBRECHT@OCSOFL.COM

TELEPHONE NUMBER: 407-254-7028

Note that in accordance with Florida law the contractor shall:

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

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

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."

2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g.: Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)
6. (c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally, a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.

U. 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

SUBMIT

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: ¹

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

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

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

- (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an

award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See §200.216

(L) See §200.322

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

FORM A - ATTACHMENT 1

ORANGE COUNTY SHERIFF'S OFFICE WORKERS COMPENSATION DEFENSE COUNSEL REPORTING AND BILLING GUIDELINES

INTRODUCTION

The primary purpose for these guidelines is to provide a clear and uniform framework of how the third-party administrator ("TPA") and the Orange County Sheriff's Office (OCSO) require cases to be managed with respect to communication, settlement, and billing. Each of these areas is addressed herein.

CASE REFERRAL

The law firm will designate one or more attorneys (or a "lead attorney") to receive new assignments. Cases should then be assigned to one attorney to be handled through the conclusion of the case. The OCSO may designate a specific attorney in the firm to handle the case.

NEW ASSIGNMENT ACKNOWLEDGMENT

Within five (5) days of receipt of a file, the law firm will acknowledge in writing receipt of new assignments to the third-party administrator identifying the attorney assigned and a brief plan for the immediate response to the claim. Copies of all correspondence, notices and pleadings shall be provided to the Risk Manager and the third-party administrator. The lead attorney will promptly respond to all correspondence or phone calls and will keep the Risk Manager and the third-party administrator fully advised of the progress of each case. Any requests for action on the part of the third-party administrator or Risk Manager should be highlighted in the correspondence.

REPORTING

INITIAL REPORTS

Within 30 days of assignment, the lead attorney will submit an initial report to the third-party administrator. This report must contain at least the following information:

1. **Analysis** - An analysis of the case which provides the initial evaluation of the case and identifies the strengths and weaknesses of the case. The lead attorney's analysis shall also include:
 - a. Summary of the claim
 - b. Legal opinion of liability
 - c. Pertinent statutes and/or case law
 - d. An estimated settlement range and final hearing award range
 - e. Approximate % chance of a defense verdict at final hearing
2. **Investigation** - The lead attorney shall identify any additional information needed to establish defenses in the action. To the extent possible this investigation and information gathering shall be done by the program's third-party administrator.
3. **Strategy** - The lead attorney shall define the strategy to be used in each claim including:
 - a. The anticipated course of action (i.e., motions, discovery, settlement, final hearing, etc.) to be taken
 - b. The factors or elements which must be proved or disproved and the necessary discovery to establish these defenses or proof
 - c. The timing of the discovery, filing of motions, negotiations, or other objectives
4. **Budget** - Along with the initial case analysis, the lead attorney must submit a budget broken down into the stages of litigation. The lead attorney shall provide an estimate of the anticipated cost of each significant aspect of the litigation, including the following:
 - a. Anticipated hours and fees to be incurred for research, preliminary pleadings, discovery, motions, and final hearing
 - b. Anticipated depositions and estimated costs

- c. Anticipated expenses.

STATUS REPORTING

The lead attorney shall supply a concise status update whenever events change any fact, judgment or opinion bearing on the case. Status updates should be provided at least every 90 days, even if there has been no activity. Reports should not repeat previously reported events. These reports should include:

1. Discovery completed, including deposition summaries
2. Current evaluation of liability
3. Current dollar estimate of damages
4. Settlement demand and offer, if any
5. Significant discovery planned for next six months
6. Suitability of dispositive motions
7. Budget through current stage, and explanation for budget deviations
8. Other significant changes

DEPOSITION AND OTHER DISCOVERY SYNOPSIS

Wait time in excess of thirty (30) minutes for a non-appearance at a deposition is not allowed. Immediately upon receipt, notice of all depositions or hearings shall be sent directly to the third-party administrator. A descriptive summary must be submitted within ten (10) days of the deposition or receipt of discovery. The report will include:

1. Description of testimony or other discovery affecting the claim
2. Impression of witness (deposition)
3. Effect upon case/defense strategy
4. Any recommended future activity

SETTLEMENT CONFERENCE/MEDIATION or HEARING

1. The lead attorney shall coordinate with the third-party administrator and Risk Manager for settlement conferences, mediations or hearings for schedule availability. A brief written summary or telephonic update of the result of the settlement conference, mediation or hearing shall be supplied to the third-party administrator within five (5) days.
2. Mediations will be attended by the Risk Manager (or designee) who must be contacted to schedule mediations with a minimum of three weeks' prior notice to allow sufficient time for the lead attorney and adjuster to provide reports to the Risk Manager.
3. REPORTING:
 - a. Give a brief synopsis of the case - no more than 2-3 sentences
 - b. Attorney's opinion as to strengths and weaknesses of the case
 - c. Attorney's opinion as to outcome of the trial
 - d. OCSO's percent chance of prevailing
 - e. Trial/final hearing costs and breakdown thereof
 - f. Lead attorney shall submit a report 30 days before final hearing

CASE DEVELOPMENTS

CASE FILE DOCUMENTATION

The lead attorney shall supply copies of the following items as a matter of course:

1. TO TPA AND SHERIFF'S RISK MANAGEMENT:
 - a. Petitions for Benefits

- b. Answers
- c. Pleadings
- d. Notice of Mediation
- e. Release, Dismissals or Final Judgments
- f. Settlement demands

2. TO TPA ONLY:

- a. Deposition notices
- b. All correspondence

COMMUNICATION

Efficient and cost effective litigation management is achieved by close teamwork between the third-party administrator, Orange County Sheriff's Office Risk Management and the lead attorney. Orders and/or instructions for litigation management are to be accepted by the third-party administrator. The lead attorney and the third-party administrator/Orange County Sheriff's Office should agree prior to taking a course of action.

CONFIDENTIALITY

Communication between the lead attorney, the legal bill review entity, the named defendants and the Orange County Sheriff's Office is considered attorney work product, which is confidential and privileged in accordance with section 119.07, Florida Statutes.

EXPERT WITNESSES

Expert witnesses shall not be engaged without prior approval from the third-party administrator. Unless otherwise authorized, the third-party administrator will arrange Independent Medical Examinations.

INVESTIGATION/SURVEILLANCE/REHABILITATION

Under no circumstance is the lead attorney to retain services of any provider, such as rehab, surveillance, etc., without specific authority from the third-party administrator and the Orange County Sheriff's Office Risk Manager.

INTRA-OFFICE CONFERENCES

The lead attorney shall not submit bills for intra-office conferences, file memoranda giving directions to staff, or any other form of intra-office conference, whether oral or written.

RESEARCH

Legal research which exceeds eight (8) hours per pleading requires prior approval from the third-party administrator.

REVISIONS

Proofreading, editing mistakes, and textual changes necessitated by substandard work product are not billable. Edits/revisions in work are only billable if new information is obtained or requested by the third-party administrator/Orange County Sheriff's Office.

SETTLEMENT AUTHORITY

Authorization of settlement may only be given by the Orange County Sheriff's Office Risk Manager or their designee.

USE OF APPROPRIATE PERSONNEL

The lead attorney must assign personnel appropriate to a particular case or legal task to handle the matter to conclusion. Do not reassign the file to other counsel without prior approval from the Risk Manager or third-

party administrator. OCSO will not pay for transfer file reviews due to internal reasons. Tasks are to be assigned to staff at the appropriate level of expertise and billing rate as requested by the Orange County Sheriff's Office. Qualified paralegal tasks will be performed at paralegal rates. Clerical tasks are never billable.

PARALEGAL TASKS

Including but not limited to:

1. Separate, organize and open files.
2. Separate note sheets on files.
3. Schedule and arrange depositions.
4. Coordinate discovery responses (with adjuster approval only).
5. Draft and send Request for discovery.
6. Draft and send Subpoenas.
7. Review files for discovery responses (with adjuster approval only).
8. Coordinate and schedule independent medical evaluations (with adjuster approval only).
9. Prepare medical indices.
10. Organize and separate employment records.
11. Organize and separate medical records.
12. Prepare Entry of Appearance/Notice of Representation.
13. Organize and prepare exhibit list.
14. Requesting and obtaining medical records (with adjuster approval only).
15. Prepare Hearing/Mediation/Deposition Notices.

CLERICAL TASKS

Including but not limited to:

1. Scheduling and arrangements
2. Calendaring
3. Scheduling meetings
4. Scheduling of appointments
5. Conflict checks
6. Telephone calls and/or correspondence to copy service providers, etc.
7. Travel arrangements
8. Processing vendor bills
9. Photocopying
10. Faxing
11. Obtaining directions/addresses/telephone numbers
12. Confirming and/or canceling appointments/meetings, Preparation of transmittal correspondence

BILLING PRACTICES

BILLING INCREMENTS

Counsel shall bill time in one-tenth (0.10) of an hour increments.

FREQUENCY OF BILLING

All cases shall be billed on a bi-monthly basis. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the third-party administrator and its independent bill review company to resolve problems or answer questions. All bills shall be directed to the third-party administrator or designee for payment. The Sheriff may require electronic submission to an independent bill review company prior to

payment from the third-party administrator.

DISBURSEMENTS

The lead attorney will get prior approval on all expenses greater than \$500.00. The lead attorney shall pay all expense items and be reimbursed upon submission of a copy of the expense documentation with the monthly invoice.

MULTIPLE ATTORNEY/PARALEGAL ATTENDANCE

Unless otherwise approved in advance, only one attorney is authorized to attend depositions, meetings, hearings, etc. The third-party administrator/Orange County Sheriff's Office recognizes that there are complicated cases, which may require assistance of a paralegal, however, prior authorization for paralegal attendance must be obtained from the Orange County Sheriff's Office.

TRAVEL TIME AND EXPENSES

We will only reimburse counsel for travel expenses in excess of 25 miles at the rate of \$0.70 per mile. There will be no reimbursement for trips under twenty-five (25) miles. Travel time will be reimbursed at \$50.00 per hour. Travel outside the Counties of Orange, Osceola or Seminole must be pre-approved by the Risk Manager.

1. When attending multiple hearings at the same location on behalf of the OCSO and/or other insurance carriers, counsel shall pro rate the travel expense among all files.
2. Coach class airfare, moderately priced hotel accommodation and meals will be reimbursed. Travel expenses shall be itemized on billing statements, with copies of all receipts attached.

BILLING FORMAT

The lead attorney shall submit bills on a monthly basis with the original and a copy attached. The billing format must provide the following:

Fees

1. Date of service
2. Specific detailed description of each task performed
3. Identity of the individual performing the task
4. Amount of time billed per task
5. Hourly rate and dollar amount
6. Professional level of each timekeeper
7. Travel time is to be billed separately from the task performed as a result of the travel
8. Billing should be in increments of one-tenth (0.10) of an hour only
9. Where multiple activities are billed on a single day, each activity must be shown and charged separately. Time entries should be grouped only where the activity takes less than one-tenth (0.10) of an hour

Expenses

1. All expenses are to be itemized by date including photocopies, mileage, and long distance phone and facsimile charges.
2. Each interim and final statement will reflect current period outstanding fees plus cumulative paid fees from the inception of the legal activities of the file.

EXCLUDED EXPENSES

The following items will not be reimbursed, unless prior approval has been obtained:

1. Word processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge
2. Storage of open or closed files, rent, electricity, postage, local telephone or any other items traditionally associated with overhead
3. Per photocopy charges in excess of \$0.15 (fifteen cents) per page
4. Receipt or transmission of local facsimiles charges. OCSW will pay only the actual long distance telephone line charges incurred for fax transmissions
5. Auto mileage rates in excess of \$0.70 (seventy cents) per mile, for trips over 25 miles only
6. OCSO will not reimburse overtime incurred for the convenience of counsel or by counsel's failure to meet deadlines known in advance for all staff involved on the file
7. Equipment, books, periodicals, research materials or Westlaw/Lexis or other like items
8. Express charges, messenger services or similar
9. Responding to requests from auditors for Orange County Sheriff's Office/third party administrator or any attorney disputing a recommended reduction

FLAT CHARGES: MINIMUM CHARGES

The lead attorney shall not apply flat charges as part of its rate structure unless such flat charges have specifically been agreed to by the third-party administrator or Orange County Sheriff's Office Risk Manager.

DISPUTES

Any audit disputes should be sent by mail or fax to the appropriate legal bill review entity with objective supportive documentation of the task in question, within thirty (30) days of receipt of the Explanation of Audit in order for the task to be reconsidered. Any audit dispute received after thirty days (30) will not be reconsidered.

No disputes are allowed due to violation of client guidelines.

PERFORMANCE EVALUATION

In order to ensure that superior results are achieved in the most cost-effective manner, OCSO is committed to the on-going evaluation of services provided by the law firm, by measuring substantive performance in such areas as:

- Extent to which the firm is fully familiar with all aspects of the Law.
- Ability to resolve assignments in an expeditious and cost-effective manner.
- Extent to which firm communicates with adjusters prior to taking a course of action.
- Ability of the firm to mitigate case within or below the settlement authority level and within established budget.
- Ability of the firm to prepare for and effectively present its case at final hearing.
- Competence of attorney staff.
- Extent to which firm complies with reporting and billing requirements.
- Ability of the firm to obtain a favorable result.

REPORT SAMPLES

Orange County Sheriff's Office Risk Management Department believes that an effective defense requires an early and thorough evaluation of the case. Therefore, an Initial Analysis and Case Budget shall be submitted within thirty (30) days of the date of assignment.

Periodic Report is required three (3) months after the initial case analysis and every three (3) months thereafter until resolution of the case. Pre-Trial Assessment is required thirty (30) days before trial.

A sample outline for each report is attached, included as minimum guidelines. You may add to your report, as you deem necessary.

INITIAL CASE ANALYSIS

Insured/Client:

Plaintiff/Charging Party:

Facts as determined from insured investigation, always addressing the why's:

Liability:

- a. Summary of the Claim.
- b. Counsel's opinion.
- c. Strengths and weaknesses of the case.
- d. Credibility of Insured's witnesses.
- e. Does documentation support Insured's version?
- f. Additional investigation needed, if any.
- g. Suitability of dispositive motions and % chance for success.
- h. Is expert testimony likely to be needed?

Damages:

- a. Counsel's estimate of recoverable damages.
- b. Pre-judgment interest of plaintiff's attorney fees.
- c. Availability of punitive damages.

Settlement/Closure:

- a. Counsel's opinion as to whether the case should be tried or settled.
- b. Counsel's opinion of settlement value, mathematically developed.
- c. Is ADR appropriate? If not, why not?
- d. Settlement demand.
- e. Pre-claim settlement negotiations (if any).
- f. Disposition plan

Plaintiffs Counsel:

- a. Ability and general reputation.

Other issues presented:

PERIODIC REPORT

Insured/Client:

Plaintiff:

Significant dates:

- Final Hearing:
- Settlement Conference:
- Other:

Discovery completed:

For Deposition, indicate deponent, reason deposed and impression of witness. Please provide a deposition summary. It is not necessary to send a copy of the deposition, unless requested.

Current evaluation of liability:

- Explain any change from previous report or why no changes have occurred

Current estimate of damages and why:

- Verdict value
- Settlement value

Settlement:

- Current demand
- Current offer, if any

Significant discovery or other activity planned in the next six (6) months:

Suitability of dispositive motions and % of chance of success:

Budget through this state of litigation:

- Amount actually billed through this state of litigation
- Difference
- Please explain any variance in the amount spent. Does the budget need adjustment? If yes, attach budget.

Other significant changes since prior report

PRE-HEARING ASSESSMENT

Insured/Client:

Plaintiff:

Final hearing date and probability of being tried on that date:

Final pre-hearing conference date:

Pending claims:

- Liability evaluation of each;
- Damages associated with each;
- Probability of verdict for each;
- Attorney fees awarded?

Witness:

- Demeanor, credibility and role of each plaintiff's witness;
- Demeanor and credibility of each defense witness.

Additional work between now and final hearing:

Total budget:

Budget to date:

Amount billed to date:

Amount anticipated through trial:

Please explain any difference between the amounts budgeted and billed or anticipated to be billed:

FORM B - CONTRACT
WORKERS COMPENSATION DEFENSE COUNSEL

This Contract is by and between the Sheriff's Office of Orange County, Florida, an independent Constitutional Office of the State of Florida, by and through its Sheriff, John W. Mina, referred to as the Sheriff's Office or OCSO, and _____
[] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the Contractor, whose Federal I.D. or OCSO Vendor Number is _____.

In consideration of the mutual promises contained herein, the Sheriff's Office and the Contractor agree as follows:

ARTICLE 1 SERVICES

The Contractor's responsibility under this Contract is to provide professional/consultation services in the area of Workers Compensation Legal Counsel, as more specifically set forth in the Defense Counsel Billing and Reporting Guidelines detailed in Attachment "1".

The Sheriff's Office's representative/liaison during the performance of this Contract shall be _____.

ARTICLE 2 TERM

This Contract shall commence on _____ regardless of date of execution and expire on _____.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Attachment "1".

Any change in price, terms or conditions shall be accomplished by written amendment to this Contract.

Any order issued during the effective date of this Contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and the Sheriff's Office's rights and obligations with respect to the extent as if the order were completed during the Contract's performance period.

ARTICLE 3 PAYMENTS TO CONTRACTOR

- A. The Contractor will bill the Sheriff's Office on a monthly basis, or as otherwise provided, at the amounts set forth in Attachment "2" (RFP) for services rendered for those cases being handled by the Contractor. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the initiating OCSO Department, indicating that services have been rendered in conformity with the Contract and then will be sent to OCSO Fiscal (OCSOaccountsPayable@ocso.com) for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Attachment "2"

B. Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the Sheriff's Office. This certifies that all services have been properly performed and all charges and costs have been invoiced to OCSO. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Contractor.

ARTICLE 4 INDEFINITE QUANTITY CONTRACT

This is an indefinite quantity Contract for the goods or services specified. The quantities of goods and services specified are estimates only and are not purchased by this Contract.

Delivery or performance shall be only as authorized by orders in accordance with the terms of this Contract.

ARTICLE 5 INSURANCE REQUIREMENTS

Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the OCSO's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities assumed by Contractor under this Contract. Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Contractor shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- ☒ Commercial General Liability - The Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- ☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- ☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- ☒ Business Automobile Liability - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- ☒ Workers' Compensation - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- ☒ Waiver of Subrogation- WC 00 03 13 or its equivalent
- ☒ Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000, the Sheriff's Office reserves the right to request a copy of Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

By entering into this Contract, Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the OCSO for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this Contract the Contractor shall provide the Sheriff's Office with current certificates of

insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Florida Sheriff's Office.

For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the Sheriff's Office or the Sheriff's Office's contracted certificate compliance management firm. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Contractor shall notify the Sheriff's Office not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the Sheriff's Office or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

The Sheriff's Office of Orange County Florida
c/o Risk Management Division
2500 W. Colonial Drive
Orlando, FL

ARTICLE 6 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Sheriff's Office, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the Sheriff's Office.

ARTICLE 7 FEDERAL AND STATE TAX

The Sheriff's Office is exempt from payment of Florida State Sales and Use Taxes. The Sheriff's Office will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Sheriff's Office, nor is the Contractor authorized to use the Sheriff's Office's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 AVAILABILITY OF FUNDS

The Sheriff's Office's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 9 CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required

hereunder, as provided for in Florida Statutes 112.311. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the Sheriff's Office in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Sheriff's Office as to whether the association, interest or circumstance would, in the opinion of the Sheriff's Office, constitute a conflict of interest if entered into by the Contractor. The Sheriff's Office agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of the notification by the Contractor. If, in the opinion of the Sheriff's Office, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Sheriff's Office shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Sheriff's Office by the Contractor under the terms of this Contract.

ARTICLE 10 TERMINATION

A. Termination for Default:

The Sheriff's Office may, by written notice to the Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the Sheriff's Office's performance standards.
2. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.
3. Make progress so as to endanger performance of this Contract.
4. Perform any of the other provisions of this Contract.

Prior to termination for default, the Sheriff's Office will provide adequate written notice to the Contractor through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. The Contractor and its sureties (if any) shall be liable for any damage to the Sheriff's Office resulting from the Contractor's default of the Contract. This liability includes any increased costs incurred by the Sheriff's Office in completing Contract performance.

In the event of termination by the Sheriff's Office for any cause, the Contractor will not have, in any event, any claim against the Sheriff's Office for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the Sheriff's Office the Contractor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the Sheriff's Office.
4. Continue and complete all parts of that work that have not been terminated.

Neither Contractor nor Sheriff's Office shall be liable, nor may cancel this Contract for default, when delays arise out of causes beyond the control of Contractor or Sheriff's Office. Such causes may include but are not restricted to acts of God, acts of Sheriff's Office in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If Contractor is delayed in its performance as a result of the above causes, Sheriff's Office, shall upon written request of Contractor, agree to equitably adjust the provisions of this Contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit Sheriff's Office's right to terminate for convenience.

B. Termination for Convenience

The Sheriff's Office, by written notice, may terminate this Contract, in whole or in part, when it is in the OCSO's interest. If this Contract is terminated, the Sheriff's Office shall be liable only for goods or services delivered and accepted. The Sheriff's Office Notice of Termination shall provide the Contractor thirty (30) days' prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.**

ARTICLE 11 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this Contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the OCSO in writing within seventy-two (72) hours after the beginning of any such cause that would affect its performance hereunder and the OCSO reserves the right to request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the OCSO in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this Contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding two (2) calendar days from the date the OCSO receives the required Force Majeure notice, the OCSO shall have the right to terminate this Contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the OCSO's Contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the OCSO may, upon written request of the Contractor, agree to equitably adjust the provisions of this Contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the OCSO's right to terminate for convenience.

ARTICLE 12 PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Sheriff's Office.

All of the services required hereafter shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Contractor's key personnel, as defined in Attachment "1", must be made known to the Sheriff's Office's representative and written approval must be granted by the Sheriff's Office before said change or substitution can become effective.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Sheriff's Office may require, in writing, that the Contractor remove from this Contract any employee the Sheriff's Office deems incompetent, careless, or otherwise objectionable.

ARTICLE 13 ARREARS

The Contractor shall not pledge the Sheriff's Office's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 14 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the Sheriff's Office for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the Sheriff's Office under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the Sheriff's Office, or at its expense, will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the Sheriff's Office's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data bases, reports and other data developed, or purchased, under this Contract for or at the Sheriff's Office's expense shall be and remain the Sheriff's Office's property and may be reproduced at the discretion of the Sheriff's Office.

The Sheriff's Office and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 15 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the Sheriff's Office. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform

the work, and in all respects the Contractor's relationship and the relationship of its employees to the Sheriff's Office shall be that of an Independent Contractor and not as employees or agents of the Sheriff's Office.

The Contractor does not have the power or authority to bind the Sheriff's Office in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 16 CONTINGENT FEES

The Contractor warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 17 ACCESS AND AUDITS

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this Contract. The Sheriff's Office or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's sub-Contractors used to procure goods or services under the Contract with the Sheriff's Office. Contractor shall ensure the Sheriff's Office has these same rights with sub-contractor(s) and suppliers.

ARTICLE 18 EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the OCSO'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.

ARTICLE 19 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

By executing this Contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 20 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

By executing this Contract the Contractor affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 21 SCRUTINIZED COMPANIES

A. By executing this Contract, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the OCSO for goods or services pursuant to Section 287.135, Florida Statutes.

- B. Specifically, by executing this Contract, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Contract is for an amount of one million dollars (\$1,000,000) or more, by executing this Contract, the Contractor certifies that it is **not**:
1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 2. Engaged in business operations in Cuba or Syria.
- D. The OCSO reserves the right to terminate this Contract immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the OCSO for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the OCSO for goods or services pursuant to Section 287.135, Florida Statutes, subsequent to entering into this Agreement with the OCSO.
- E. If this Contract is terminated by the OCSO as provided in subparagraph 4(a) above, the OCSO reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Contract is terminated by the OCSO as provided in subparagraph D above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the OCSO’s termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the OCSO for its termination of the Contract pursuant to this Article.

ARTICLE 22 MODIFICATIONS OF WORK

The Sheriff’s Office reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the Sheriff’s Office’s notification of a contemplated change, the Contractor shall (1) if requested by Sheriff’s Office, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the Sheriff’s Office of any estimated change in the completion date, and (3) advise the Sheriff’s Office in writing if the contemplated change shall affect the Contractor’s ability to meet the completion dates or schedules of this Contract.

If the Sheriff’s Office so instructs in writing, the Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the Sheriff’s Office’s decision to proceed with the change.

If the Sheriff's Office elects to make the change, the Sheriff's Office shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 23 TOBACCO FREE CAMPUS

All OCSO facilities shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on OCSO property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or Contract enforcement remedies.

ARTICLE 24 VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the Contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract with OCSO. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the Contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this Contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 25 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written.

ARTICLE 26 PRICE ESCALATION/DE-ESCALATION

The original Contract prices shall be fixed and firm for the initial 3-year Contract period. A price escalation/de-escalation will be considered at renewal option periods, provided the Contractor notifies the OCSO in writing of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date of the renewal period.

To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the OCSO Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division, and shall be memorialized by written amendment to this Contract as part of the renewal agreement. No retroactive Contract price adjustments will be allowed.

ARTICLE 27 BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement attached hereto shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164 as applicable to this Contract.

ARTICLE 28 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Contract and any litigation that arises either directly, or indirectly.

ARTICLE 29 GOVERNING LAW AND VENUE

Any and all legal actions associated with this Contract will be governed by the laws of the State of Florida. Venue for any litigation involving this Contract shall be in courts located in Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 30 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Contract. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Contract.

ARTICLE 31 AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Sheriff's Office upon request.

ARTICLE 32 SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 33 SUCCESSORS AND ASSIGNS

The Sheriff's Office and the Contractor each bind itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the Sheriff's Office nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Sheriff's Office which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Sheriff's Office and the Contractor.

ARTICLE 34 REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 35 ENTIRETY OF CONTRACTUAL AGREEMENT

The Sheriff's Office and the Contractor agree that this Contract and all referenced or incorporated documents set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, referenced, or incorporated. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 36 ANTI-HUMAN TRAFFICKING

As a condition of this Contract, Contractor shall attest under penalty of perjury that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

Contractor affirms that Section 787.06, Florida Statutes (2025), prohibits OCSO from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

ARTICLE 37 NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the Sheriff's Office shall be mailed to:

and if sent to the Contractor shall be mailed to:

ARTICLE 38 ATTACHMENTS

The following attachments are attached hereto, and made a part of this Contract in order of precedence:

- A. Attachment 1: Defense Counsel Billing and Reporting Guidelines Workers Compensation
- B. Attachment 2: RFP with Contractor's Response

IN WITNESS WHEREOF, the Sheriff of Orange County, Florida, has made and executed this Contract on behalf of the Sheriff's Office and Contractor has hereunto set its hand the day and year above written.

Contractor:

Orange County Sheriff's Office

Company Name

John W. Mina
Sheriff

Signature

Date

Typed Name

Title

Date

F:\ELLIOTT, Deziree\Competitive Procurement\Workers Comp\RFP 217-25 Contract WORKERS COMPENSATION LEGAL COUNSEL.docx