

# ORANGE COUNTY SHERIFF'S OFFICE



## FISCAL MANAGEMENT PURCHASING SECTION

**RFP#222-26**

**OCSO Outdoor Firing  
Range Berm Cleaning and  
Maintenance**

RFP #222-26  
OCSO Outdoor Firing Range Berm Maintenance and Cleaning

**REQUEST FOR PROPOSALS**

**FOR**

**OCSO Outdoor Firing Range**

**Berm Cleanup Services**

**RFP # 222-26**

The Orange County Sheriff's Office, Orange County, Florida, invites interested parties to submit proposals no later than 4:00 PM, Thursday, April 2, 2026, for Orange County Sheriff's Office outdoor firing range berm cleanup services.

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

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

**NOTICE TO PROPOSERS**

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

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**I. RFP SCHEDULE**

**Saturday, March 14, 2026, 1<sup>st</sup> Publication (Orlando Sentinel)**

**Saturday, March 14, 2026, RFP posting to Orange County Sheriff's Office Website and Email Distribution to Vendors**

**Saturday, March 21, 2026, 2<sup>nd</sup> Publication (Orlando Sentinel)**

**Friday, March 27, 2026, 2026, Site Visit for Interested Vendors  
OCSO Range, 10:00a.m. – 12:00p.m.  
14500 Wewahootee Rd., Orlando**

**Wednesday, April 1, 2026, (4:00 PM) Deadline for Receipt of Vendor Questions**

**Thursday, April 9, 2026, (4:00 PM) Deadline for Receipt of all Proposals**

**Monday, April 13, 2026 (10:00 AM) Bid Opening  
OCSO Fiscal Conference Room**

**(Available by Teams Meeting if requested prior to April 9, 2026)**

## **II. RFP INSTRUCTIONS**

### **A. Introduction**

The Orange County Sheriff's Office (OCSO) in Orange County, Florida is seeking to procure a company that will provide comprehensive berm cleaning and maintenance and lead reclamation services to the OCSO outdoor firing range. All vendors interested in submitting a proposal are invited to view the range on Friday, March 27, 2026, from 10:00a.m. to 11:00a.m. (14500 Wewahootee Rd., Orlando, FL, 32832).

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

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

Orange County Sheriff's Office  
Fiscal Management Purchasing Section  
Attention: Davon Petersen  
2500 W. Colonial Dr. Orlando, FL 32804  
(407) 254-7132

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

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

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

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

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

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

#### **2. Clarification**

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

### **3. Withdrawal of Proposal**

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

### **4. Sealed Proposals**

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

- A. Request for Proposals' Number (RFP#222-26)
- B. Date of Opening
- C. Name of Proposer

### **5. Proposal Preparation**

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

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

The Proposer must complete and sign the Orange County Sheriff's Office Vendor Application and Standard Terms and Conditions agreement. Any modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed upon in writing by the parties. Proposers shall provide any proposed changes to the Standard Terms and Conditions with their bid response packet. NO MODIFICATIONS TO THE STANDARD TERMS AND CONDITIONS WILL BE NEGOTIATED UNLESS THE PROPOSER SUBMITS A "REDLINED" DOCUMENT WITH THEIR PROPOSAL (OR A DOCUMENT WITH OTHER VISUAL INDICATORS OF PROPOSER'S REQUESTED CHANGES TO THE DOCUMENT).

### **7. Award and Protests**

Awards may be all or none, by item, or any other basis as determined to be in the best interest of OCSO. Upon completion of a thorough review and analysis of all bids received, the OCSO will issue a written award notice to all timely, responsive bidders. Award notification will be posted on the following website: [www.ocso.com](http://www.ocso.com).

Any actual or prospective bidder who is aggrieved in connection with a solicitation or award of a contract may protest to the Senior Procurement Specialist. A protest must be in writing and sent to Davon Petersen, Senior Procurement Specialist, at [Davon.Petersen@ocsofl.com](mailto:Davon.Petersen@ocsofl.com), within the times set forth in this ITB. Failure to timely file a protest in writing with the Senior Procurement Specialist shall constitute a waiver of a bid protest.

The written protest shall identify the party filing the protest, the solicitation or contract with

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respect to which the protest is being filed, the legal and factual grounds for the protest, the specific relief which the protestor 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 their own costs and expenses incurred related to a protest, including all appeals.

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

- i. Any protest with respect to the terms, conditions, specifications, or procedure contained in a 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.
- ii. No protest of any kind with respect to a solicitation or contract may be filed more than five (5) calendar days after the Sheriff's posting of a Notice of Intended Action to make an award or setting forth the final recommended rank order of bidders to a solicitation.
- iii. Notwithstanding anything in this subsection to the contrary, no protest may be filed or heard after the contract award has been fully executed.

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

- i. If the Sheriff elects in his sole discretion to weight solicitation evaluation criteria or adopt a formula for evaluation, a protest may not challenge the relative weight assigned to the solicitation evaluation criteria by the Sheriff, or the formula adopted for evaluation. If the Sheriff elects in his sole discretion not to 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 based on General Order 17.1.4. If all bids are rejected or a solicitation is cancelled, all bid submittals received may remain confidential, at the discretion of the Senior Procurement Specialist, in accordance with Chapter 119, Florida Statutes, as amended.

## **8. Mandatory Requirements**

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

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

Titles:

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

**9. Public Entity Crime**

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

**10. Availability of Funds**

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

**11. Contract Term**

It is the intent of the Sheriff to enter a three (3) year term contract, with optional non-competitive renewal for one (1) additional three (3) year term for services as described herein. Renewals will be documented in writing and signed by the successful bidder and Sheriff.

**12. Tax Status**

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

**13. Equal Opportunity**

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

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination.

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- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

**14. 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. Vendors must direct all inquiries to [Davon.Petersen@ocsofl.com](mailto:Davon.Petersen@ocsofl.com).

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

No negotiations, decisions, or actions will be initiated or executed by a bidder as a result of any discussion with any employee(s) of the above referenced entities. Proposers must not divulge submitted bid information prior to the official bid opening. Proposers shall not direct any queries or statements concerning their proposal to any Orange County Sheriff’s Office employee, other than the Senior Procurement Specialist, 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 is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing or by email to Principal Contact, referencing the RFP number. Questions may be submitted utilizing the form listed as Attachment B: Proposal Templates Exhibit B-3 Vendor Questions. All Vendor questions received by the published deadline will be answered through the issuance of an addendum. The addendum will be issued to all Vendors known to be in receipt of this RFP. Written communications from the Senior Procurement Specialist will be the official Sheriff’s Office response to Vendor questions.

When otherwise required, the Senior Procurement Specialist may issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential Proposers. Proposers are instructed not to contact the initiating division

directly. No oral interpretation of this Request for Proposal shall be considered binding.

This addendum provision and process 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 cause of action arising there from.

**15. Reference Checks**

The contact person listed as a reference shall be someone who has personal knowledge of the

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Proposer's performance during the last 24 months of the same or similar functions described in this RFP. Reference contacts should have been informed that they are being used as a reference and that the OCSO may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the Sheriff's inquiries may have a negative impact on the evaluation of the Proposal.

**16. Confidential Information**

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

**17. Supplemental Information**

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

**18. No Representations or Warranties**

The OCSO makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by the OCSO through the RFP process. Vendor is responsible for making its own evaluation of information and data contained in this RFP or otherwise provided by the OCSO, and for preparing and submitting responses to the RFP. The OCSO has attempted to validate the information provided in this RFP, but it is possible the Vendor may detect inconsistencies or potential errors. While Vendor should identify these potential issues in its questions, Vendor should use the information provided on an "as-is" basis for its proposal.

**19. Insurance Requirement**

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

### **III. RFP BID SPECIFICATIONS**

#### **A. PURPOSE**

The Orange County Sheriff's Office (OCSO) in Orange County, Florida is seeking to procure a qualified company to perform rubber-mulch bullet trap berm cleaning and lead recovery services for the OCSO outdoor firing range (OCSO Range) located at 14500 Wewahootee Road, Orlando, FL 32832. Over the years, debris lead from expended projectiles have accumulated in the OCSO Range bullet trap berms and the ballistic loose-fill rubber mulch have degraded. Debris includes shotgun wadding, target material and shredded rubber. The purpose of this solicitation is to enter into an agreement with a qualified company that can safely provide cleaning and maintenance services to put the Range bullet trap berms back in their original condition. Outdoor firing range ballistic cleaning services of a specific type shall be performed each year in alternating years. A "Major Clean-Out" service shall be performed every other year, alternating with an "Annual Clean" (or "toss and churn") completed on the alternate years.

The Contractor will furnish all labor, materials and supplies, parts, tools, disposal and equipment sufficient to perform firing range cleaning services. All work must adhere to Occupational Safety and Health Administration (OSHA), the United States Environmental Protection Agency (EPA) and the Department of Transportation (DOT) regulations for lead removal and containment disposal.

Schedule and timing for routine cleaning services must be coordinated in advance with the Range Staff or designee. Due to the nature of the operational needs of the facility, the Contractor understands and agrees that it may be necessary to perform certain services during non-normal work hours, including evenings, weekends, and holidays. The Contractor must have and retain necessary permits and/or licenses for proper lead removal and disposal. Should any OCSO-owned or controlled equipment be damaged during the maintenance process, the Contractor must repair or replace it.

#### **B. WASTE DISPOSAL**

Contractor is responsible for the disposal of all unwanted materials. This includes, but is not limited to:

1. MOP WATER: mop water and cleaning solution will be shipped in DOT-approved containers for proper disposal at the completion of cleaning services.
2. PERSONAL PROTECTIVE EQUIPMENT (PPE) and DEBRIS: Contractor shall utilize proper safety clothing, including disposable suits, respiratory mask, gloves, boots and any other applicable OSHA or safety requirements.
3. DISPOSAL: Contractor shall place contaminated and related Debris in DOT-approved containers for proper disposal at the completion of the cleaning services. The disposal of debris

should occur at the conclusion of the cleaning services. If disposal cannot occur at the completion of cleaning services, all debris must be safely stored in a predetermined location and removed prior to or during the next scheduled cleaning.

4. **CONTAMINATED WASTE:** Contractor shall properly label and coordinate the transportation and disposal of all contaminated waste or any other waste deemed to be hazardous. All waste removed from the Range will be documented on manifests, tracked from cradle-to-grave, and disposed of according to all required federal, state and local regulations. Contractor is responsible for maintaining the proper permits for transporting and disposal.

### **C. REPLACEMENT DRUMS/BOXES**

Contractor will provide approved transportable Hazmat 55-gallon drums for disposal of all lead-contaminated waste and lead and brass collections. Brass drums and lead drums shall be replaced/changed out per cleaning.

### **D. BUILDING SECURITY**

This site is involved with daily law enforcement activity. As such, a high level of security is maintained. Contractor is required to contact OCSO Range Staff to schedule each service visit. Contractors will be on-site with the Range Staff present for each service and will allow the Range Staff to conduct an inspection of the site once all services have been completed.

### **BID SPECIFICATIONS**

- **Sizing** - The bullet trap size is provided below:  
East/West ranges are approximately 600 feet long and 30 feet tall.  
North range is approximately 175 feet long and 28 feet tall.  
The Shotgun Pit is approximately 80 feet long and 26 feet tall.
- **Lead Recycling**  
Lead Recycling must use the following criteria to get the current lead recycling rates:
- **Recycling credit rate is based on London Metal Exchange**  
<https://www.lme.com/Metals/Non-ferrous/LME-Lead#Summary>

### **“Annual Clean”: Annual Berm and Loose-Fill Rubber Maintenance (Years 2.4.6)**

**“Annual Clean”:** complete a top toss and churn of the ballistic loose-fill rubber mulch. If more than twenty-five (25) cubic yards of ballistic loose-fill rubber mulch is needed, a quote will need to be pre-approved by Range Staff before proceeding. The average time frame to complete an Annual Clean is expected to be 2-3 days, weather permitting. Any damage or detrimental alterations caused to the bullet trap berms and work grounds by Contractor shall be remedied to restore the affected areas to their conditions prior to the clean-out.

### **1. Site Inspection/Preparation and Safety**

- Conduct pre-project safety briefing and establish work zones.

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- Install signage, erosion controls and dust suppression measures
- Ensure compliance with OSHA, EPA, and state environmental regulations.
- Check berm integrity and slope.
- Assess loose-fill rubber thickness, displacement and compaction.
- Identify erosion, drainage, or safety issues.
- Cover or otherwise protect drains from incursion by any additional debris.

**2. Berm and Rubber Reshaping**

- Complete a top toss and churn of the ballistic loose-fill rubber mulch.
- Bullet trap berms will be cleaned of lead (spent bullets) and debris (shredded rubber, shotgun wads, foam, paper and target nails).
- Bullet trap berms will be cleaned a minimum of 15 feet to the front and sides of each bullet trap berm and around all target stands or knee walls.
- Re-grade ballistic rubber mulch berms (bullet trap berms) to maintain safe backstop profiles consistent with training range standards (minimum height: 28ft; slope: 2 horizontal: 1 vertical (or as approved by the Range Coordinator); and redistribute loose-fill rubber mulch evenly across impact areas.
- Excavate ballistic loose-fill rubber mulch beginning at the bullet trap berm surface continuing down until no more lead/projectiles are found and the soil is undisturbed.
- Fill gullies, depressions or sloughing areas of ballistic loose-fill rubber mulch. Ballistic loose-fill rubber mulch will be redistributed evenly back up on the bullet trap berms to fill in any divots or pits formed by repeated shooting.
- Fill bullet trap berms with clean ballistic loose-fill rubber mulch as required to restore berm volume. Contractor shall provide OCSO with a minimum of twenty-five (25) cubic yards of new ballistic loose-fill rubber mulch.
- Add additional ballistic loose-fill rubber mulch if needed to maintain proper coverage.

**3. Lead Recovery & Recycling**

- Screen and separate soils to recover lead and copper projectiles.
- Stockpile clean ballistic loose-fill rubber mulch for re-use in berm construction.
- Collect and document recovered metals for recycling at an approved smelter facility.
- Transport recovered lead to an EPA-approved recycling facility.
- Provide certificates and scale tickets.

**4. Vegetation and Drainage Control**

- Remove vegetation from berm and draining channels.
- Inspect and clear draining channels, swales and sediment traps, and install additional erosion measures if required.
- Replace screened ballistic rubber mulch to the original berm contour.
- Apply final grading to restore berm slope and height per range safety standards.
- Stabilize areas disturbed of the services [with seed, mulch, erosion blanket, etc.].

## **5. Annual Report**

- Include inspection notes, photos, and recommendations.
- Obtain and provide lead weight and recycling certificates.
- Obtain and provide before-and-after photos of the berm and ballistic loose-fill rubber mulch.
- Maintenance recommendations for the next cycle.
- An inspection of the completed work must be approved by the designated Range Staff prior to final acceptance.
- A certificate of cleaning shall be provided to OCSO, which shall include but is not limited to the following items: i. Dates(s) of cleaning; ii. Start Time and End Time of cleaning; iii. Itemized list of tasks completed; iv. Weight of collected material.

### **Full Berm and Loose-Fill Rubber Clean-Out/Lead Reclamation (Years 1,3,5)**

**“Major Clean-Out”**: includes mobilization and demobilization, bullet trap berm excavation and material screening, bullet trap berm reconstruction & final grading, ballistic loose-fill rubber mulching refill, and waste disposal (non-recyclables, if required). Repairs may be needed during the Major Clean-Out. During this complete bullet trap berm clean-out, the Contractor shall perform a clean-out that goes down to the concrete bullet trap berm backing; assess the concrete bullet trap berms for damage; provide upfront cost per patch; and provide before-and-after pictures of concrete damages once OCSO has approved the needed repairs. For any work outside the scope of the Major Clean-Out, the Contractor shall submit a written estimate that includes labor, brief description of repair to be done, and the location of the out-of-scope work. The estimate will need to be approved and authorized before the repairs should be completed. Any damage or detrimental alterations to the bullet trap berms and work grounds shall be remedied to restore the affected areas to their conditions prior to the clean-out.

## **1. Site Inspection/Preparation and Safety**

- Conduct pre-project safety briefing and establish work zones.
- Install signage, erosion controls and dust suppression measures
- Ensure compliance with OSHA, EPA, and state environmental regulations.
- Check berm integrity and slope.
- Assess loose-fill rubber thickness, displacement and compaction.
- Identify erosion, drainage, or safety issues.
- Cover or otherwise protect drains from incursion by any additional debris.

## **2. Rubber Removal and Screening**

- Bullet trap berms will be cleaned of lead (spent bullets) and debris (shredded Rubber, shotgun wads, foam, paper and target nails).
- Remove all ballistic loose-fill rubber mulch from impact areas down to the concrete bullet trap berm backing.
- Screen and separate embedded lead fragments from ballistic loose-fill rubber mulch.
- Bullet trap berms will be cleaned a minimum of 15 feet to the front and sides of each bullet trap berm and around all target stands of knee wall.
- Ballistic loose-fill rubber mulch will be redistributed evenly back up on the bullet traps to fill in any divots or pits formed by repeated shooting.

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**3. Lead Recovery & Recycling**

- Screen and separate soils to recover lead and copper projectiles.
- Stockpile clean ballistic loose-fill rubber mulch for re-use in berm construction.
- Collect and document recovered metals for recycling at an approved smelter facility.
- Transport recovered lead to an EPA-approved recycling facility.
- Provide certificates and scale tickets.

**4. Berm Reshaping**

- Mechanically excavate berm surface all the way to the concrete slab.
- Re-grade berms to maintain safe backstop profiles consistent with training range standards (minimum height: 28ft; slope: 2 horizontal: 1 vertical or as approved by the Range Coordinator and redistribute loose-fill rubber evenly across impact areas.
- Fill erosion gullies, depressions or sloughing areas.
- Fill clean ballistic rubber mulch as required to restore berm volume.
- Add additional ballistic rubber if needed to maintain proper coverage.
- Apply erosion control or vegetation if required.

**5. Annual Report**

- Obtain and provide lead weight and recycling certificates
- Obtain and provide before-and-after photos of the berm and ballistic loose-fill rubber mulch.
- Maintenance recommendations for the next cycle. Include inspection notes, photos, and recommendations.
- An inspection of the completed work must be approved by the designated Range Staff prior to final acceptance.
- A certificate of cleaning shall be provided to OCSO, which should include but is not limited to the following items: i. Date(s) of cleaning; ii. Start Time and End Time of cleaning; iii. Itemized list of tasks completed; iv. Weight of collected material.

**E. MAINTENANCE SCHEDULE**

<u>Year</u>	<u>Service Type</u>	<u>Description</u>
Year 1	Major Clean-Out	Rubber Removal, lead recovery, rubber cleaning, berm restoration
Year 2	Annual Clean	Berm grading, rubber redistribution, minor lead screening
Year 3	Major Clean-Out	Rubber removal, lead recovery, rubber cleaning, berm restoration
Year 4	Annual Clean	Berm grading, rubber redistribution, minor lead screening
Year 5	Major Clean-Out	Rubber removal, lead recovery, rubber cleaning, berm restoration
Year 6	Annual Clean	Berm grading, rubber redistribution, minor lead screening

**E. SAFETY AND ENVIRONMENTAL COMPLIANCE**

- OSHA and EPA standards for lead handling and environmental protection.
- Dust control and containment of lead fragments.
- Ballistic loose-fill rubber is handled to minimize dust and loss.
- Recycled lead certificates provided for regulatory compliance.
- Transport recyclable materials to an approved processor.
- Dispose of non-recyclable waste in accordance with local/state requirements.
- Provide a final report including recovery weights, recycling receipts, and site photos.

**F. PRICING AND LEAD RECYCLING CREDIT- See Exhibit A-8a & A-8b**

Pricing for Major Clean-Out is on Exhibit A-8a. Pricing for Annual Clean-Out is on Exhibit A-8b.

**G. INSURANCE AND QUALIFICATIONS**

- Comprehensive Insurance Coverage  
Bodily Injury: \$300,000 per person per occurrence Property Damage: \$300,000 per occurrence  
Automobile Liability: \$300,000 combined single limit bodily injury and property damage.
- Worker's Compensation Insurance: In compliance with Florida State Law.
- Environmental Pollution Liability Insurance: Provide COI.
- EPA-certified lead reclamation and ballistic rubber handling Perform all lead handling and disposal in compliance with:
  - EPA's Best Management Practices for Lead at Outdoor Shooting Ranges.
  - OSHA standard 29 CFR 1910.1025 (lead).
  - Applicable state and local environmental regulations.

**H. REFERENCES**

The contact person listed as a reference shall be someone who has personal knowledge of the bidder's experience performing firing range berm maintenance or lead reclamation for law enforcement, military or commercial ranges during the past five (5) years. Reference contacts should have been informed that they are being used as a reference and that the OCSO may be contacting them. More than one person can be listed but all shall have knowledge of the bidder's ability to perform the duties described by this RFP. DO NOT list references who will not be able to answer specific questions regarding the performance of duties described by this RFP. Failure of references listed to respond to the OCSO's inquiries may negatively impact the evaluation of the bid.

**I. CONTRACT QUALIFICATIONS**

Provide a description of proposed methods, equipment, work plan, and a project timeline.  
Provide if requested Safety and Environmental Compliance Plan that demonstrates knowledge of EPA and OSHA lead-management standards.  
Provide the range with a sample lead-recycling/disposal documentation from prior similar project.  
Provide the OCSO Range staff prior to commencement: Current licenses and certifications for

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hazardous material handling and disposal.

Must provide proof of Insurance. (See above Section F.)

Provide an itemized cost proposal (labor, materials, disposal fees, etc.) – (See Attachment A: Exhibit A-8a & A-8b)

**J. TIMELINE**

OCSO requires the work to be completed within one week, weather permitting.

**K. PROJECT SCHEDULE**

**Pre-bid Site Visit:** [Friday, March 27, 2026, 10:00a.m. – 11:00a.m.] (Optional but strongly encouraged)

**Questions Due:** [Wednesday, April 1, 2026, by 4:00p.m.]

**Proposals Due:** (Sealed, Mailed or Delivered): [Thursday, April 9, 2026, by 4:00p.m.]

**Anticipated Start Date:** [Winter of 2026 – January 2027 – TBD]

**L. PRICING (ADD TO VENDOR QUOTES IF APPLICABLE)**

- Mobilization /Demobilization:
- Berm Excavation and Screening (per cubic yard):
- Berm Reconstruction and Grading:
- Rubber Cost:
- Provide the number of cubic yards of replacement rubber: Minimum of Twenty-five (25) cubic yards.
- Estimated cost per pound for lead
- Deduction from the total cost for the recovered lead
- Waste Disposal (if applicable):
- Estimated 10,000 lbs. of debris removed
- Per pound cost for the additional debris removal if applicable

Final costs may vary based on actual material volumes and recovery quantities. Scrap metal value will be credited back to OCSO.

**IV. PROPOSAL FORMAT**

The Sheriff reserves the right to award a contract pursuant to this RFP without further discussion with Proposers; therefore, it is important that each proposal contains the following items to ensure the bid submission is responsive. Additionally, any changes to these documents that Proposer intends to request or negotiate MUST BE notated (or redlined) on the documents submitted to OCSO).

**A. Required items**

- A.1 Vendor Contact Information
- A.2 Proposal Submittal Checklist
- A.3 Acknowledgement of Addendum
- A.4 Conflict of Interest Statement Form
- A.5 Authorized Signatories/Negotiators

RFP #222-26  
OCSO Outdoor Firing Range Berm Maintenance and Cleaning

- A.6 Drug Free Workplace Form
- A.7 Contractor References
- A.8 Vendor Price Sheet
- A.9 OCSO Vendor Application
- A.10 Contract/Agreement
- B.1 Certificate of Insurance

## **V. PROPOSAL SUBMISSION**

Vendors desiring to provide the specified goods/services as specified in this RFP must submit one (1) original printed copy and one (1) digital version in PDF format on a USB flash drive of its entire proposal according to Section IV: Proposal Format A. Required forms are due no later than Thursday, April 9, 2026, by 4:00p.m. to:

### **For Mail Delivery:**

Orange County Sheriff's Office  
Purchasing Section, Attn: Davon Petersen  
P.O. Box, 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 W. Colonial Drive, Orlando, FL 32804

All Vendors delivering bid packages to the physical address listed above must notify Purchasing at (407) 254-7147 or (407) 254-7132 immediately upon arrival.

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

***The sealed envelope must be marked in the lower left outside corner with the Vendor name and "RFP # 222-26".***

**ALL** bids must be received in the Purchasing Section by Thursday, April 9, 2026, by 4:00PM, regardless of the delivery method. It is the sole responsibility of the Proposer to ensure their proposal reaches the Sheriff's Purchasing Section. Proposals received after the deadline will not be considered and will be returned unopened to the Proposer. The Orange County Sheriff's Office will not be responsible for late deliveries or delayed mail.

- A. Proposals may not be amended after the submission deadline.
- B. All materials submitted in connection with Proposer's response to this RFP, notwithstanding any legends on the Proposal or any other statements to the contrary, will become the property of the OCSO and may be returned only at OCSO's option.

## **VI. EVALUATION CRITERIA**

### **A. Qualifying Proposals**

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

RFP #222-26  
OCSO Outdoor Firing Range Berm Maintenance and Cleaning

A qualifying proposal is a proposal:

1. Submitted by the specified due date as specified in Section V: Proposal Submission.
2. Submitted in the form and format outlined in Section IV: Proposal Format.
3. Conforms to the scope and bid requirements as specified in Section III: RFP Bid Specifications.
4. Includes all proposed changes (“redlined” or other visual indicator of proposed changes) to any contract, form, or other document provided by OCSO and submitted by bidder. **NO PROPOSED CHANGES SHALL BE ACCEPTED AFTER BID SUBMISSION.**

**B. Evaluation of Qualifying Proposals**

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

**VII. LIST OF ATTACHMENTS AND EXHIBITS**

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

**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 #222-26**

**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	Vendor Price Sheet	{YES}	{NO}
A.9	OCSO Vendor Application	{YES}	{NO}
A.10	Contract/Agreement	{YES}	{NO}
B.1	Certificate of Insurance	{YES}	{NO}

**Attachment A: Required Documents**

Exhibit A-3 Acknowledgement of Addenda

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

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

**Attachment A: Required Documents**

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

**CHECK ONE**

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

**OR**

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

**LITIGATION STATEMENT**

**CHECK ONE**

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

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

---

COMPANY NAME

---

AUTHORIZED SIGNATURE

---

NAME (PRINT OR TYPE)

---

TITLE

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

**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: \_\_\_\_\_

Fax Number: \_\_\_\_\_

## Attachment A: Required Documents

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

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

\_\_\_\_\_ Does

Name of Business

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

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

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

Date \_\_\_\_\_

## Attachment A: Required Documents

### Exhibit A-7 Vendor Reference Form

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

#### Reference No. 1

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

#### Reference No. 2

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

#### Reference No. 3

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

## Attachment A: Required Documents

### Exhibit A-8a Vendor Price Sheet Major Clean-Out

Service Description	Frequency	Unit	Yearly Cost	Cost of Major Clean-out (x3)
Major Clean-Out - Berm & Rubber Clean-Out/Lead Reclamation**	Year 1,3, 5	Lump Sum	\$	\$
Subtotal (Before Recycling Credit)				
Lead Recycling Credit*				
Estimated Recovered Lead:	\$			
Recycling value: Per Pound	\$			
Total Credit:	\$ applied to final year 1,3,5 invoice			
Total Contract Value (After Credit)	\$			

\*\*Major Clean-Out includes mobilization and demobilization, berm excavation and material screening, berm reconstruction & final grading, ballistic rubber mulching cost, and waste disposal (non-recyclables, if required).

- Pricing is based on estimated quantities; final invoice will reflect actual volumes processed.
- Scrap Metal credits will be applied to reduce the total project costs.
- All work includes compliance with OSHA and EPA regulations.
- **\*\*Recycling credit rate is based on London Metal Exchange**
- **<https://www.lme.com/Metals/Non-ferrous/LME-Lead#Summary>**

## Attachment A: Required Documents

### Exhibit A-8b Vendor Price Sheet Annual Clean-Out

Service Description	Frequency	Unit	Cost	Cost of Annual Clean (x3)
Annual Clean-Out Berm & Loose Fill Rubber Maintenance	Year 2,4,6	Lump Sum	\$	\$
Ballistic Rubber mulching cost		Per acre	\$	
Waste Disposal (non-recyclables, if required)		Per ton	\$	
Total Cost			\$	\$

Annual Clean-Out maintenance must include a complete top toss/churn of the ballistic rubber mulch. If additional ballistic rubber mulch is needed, a quote will need to be pre-approved by Range before proceeding. The average time frame to complete an annual clean-out is estimated to be 2-3 days, weather permitting. The berm and work grounds should be left in the same condition as prior to the clean-out.



# ORANGE COUNTY SHERIFF'S OFFICE

# VENDOR APPLICATION FORM

## Fiscal Management / Purchasing Section

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

### VENDOR APPLICATION INSTRUCTIONS

To sign forms digitally please use Adobe Acrobat Reader

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

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

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

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

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

### APPLICATION PAGE INSTRUCTIONS:

Section: Contact Person Information

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

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

Assigned Vendor Number (OCSO USE ONLY)

### Read Instructions

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

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

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

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

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

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



**ORANGE COUNTY SHERIFF'S OFFICE**  
**VENDOR APPLICATION FORM**  
**Fiscal Management / Purchasing Section**

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

**COMMODITY CODE LISTING**

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

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

<b>1.</b>	<b>7.</b>
<b>2.</b>	<b>8.</b>
<b>3.</b>	<b>9.</b>
<b>4.</b>	<b>10.</b>
<b>5.</b>	<b>11.</b>
<b>6.</b>	<b>12.</b>

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

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

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

We cannot accept older versions of this tax form.

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

Please make sure that this form is signed and dated.

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

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

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

# Request for Taxpayer Identification Number and Certification

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

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

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

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

### Taxpayer Identification Number (TIN)

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

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

**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.

### **Part II** Certification

Under penalties of perjury, I certify that:

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

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

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

should check the "LLC" box and enter its appropriate tax classification.

## General Instructions

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

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

## What's New

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

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

partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## **Purpose of Form**

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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

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

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

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

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

## What Is FATCA Reporting?

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

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part 1 of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

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

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

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

### Line 2

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

### Line 3a

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

**10-1986 (Rev. 3/25)** classification of the person whose name is entered on line 1. Check only one box on line 3a.

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

### Line 3b

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

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

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

### Line 4 Exemptions

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

#### Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a). 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

A bank as defined in section 581.

K—A broker.

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

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

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

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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

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

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

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

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

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

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

**A. GENERAL**

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

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

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

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

## **B. QUALITY**

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

## **C. QUANTITY/PRICE**

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

## **D. INDEMNITY AND INSURANCE**

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

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

## **E. PACKING**

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

## **F. DELIVERY**

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

## **G. MATERIAL SAFETY DATA SHEET**

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

## **H. DEPOSITS**

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

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

## **I. OSHA REQUIREMENT**

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

## **J. PUBLIC ENTITY CRIMES**

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

## **K. PROMPT PAYMENT ACT**

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

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

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

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

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

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

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

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

#### **L. GOVERNING LAW, JURISDICTION AND VENUE**

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

#### **M. ARBITRATION/MEDIATION**

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

#### **N. WARRANTY**

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

#### **O. SECURITY**

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

#### **P. TERMINATION**

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

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

**Q. APPROPRIATION**

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

**R. MISCELLANEOUS**

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

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

**S. PUBLIC RECORDS LAW**

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

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

**NOTICE**

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

**RECORDS UNIT, 2500 W. COLONIAL DR., ORLANDO, FLORIDA 32804; EMAIL  
ADDRESS: [JENNIFER.ALBRECHT@OCSOFL.COM](mailto:JENNIFER.ALBRECHT@OCSOFL.COM)  
TELEPHONE NUMBER: 407-254-7028**

Note that in accordance with Florida law the contractor shall:

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

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

**T. E-VERIFY**

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

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:<sup>1</sup>

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

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

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where

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

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.)*

**CONTRACT  
FOR FIRING RANGE CLEANING**

This Contract between the Sheriff of Orange County, Florida, in his capacity as an independent constitutional officer of the State of Florida whose address is 2500 W. Colonial Dr., Florida, 32804 (hereinafter referred to as "the Sheriff" or "OCSO") and \_\_\_\_\_, (hereinafter referred to as the "Contractor"), whose address is \_\_\_\_\_ and whose OCSO Vendor Number is \_\_\_\_\_, incorporates Solicitation Number RFP 222-26 and Contractor's response as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the Sheriff and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for Firing Range Cleaning as set forth in this Contract and as further stated below in Exhibit "A" Scope of Services which is attached hereto and incorporated into this Contract.

The Orange County Sheriff's Office (OCSO) representative during the performance of this Contract shall be \_\_\_\_\_, Email: \_\_\_\_\_, telephone number \_\_\_\_\_ or designee.

The Contractor's representative/liaison during the performance of this Contract shall be \_\_\_\_\_ (NAME, TITLE, EMAIL, PHONE NUMBER).

2. Payments

The Contractor will bill OCSO via invoice at the completion of each yearly job for services rendered toward the completion of the work defined herein at the rates listed in Contractor's Solicitation Response Packet (or bid). The Contractor shall submit invoices to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by OCSO's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Fiscal Department for payment. Following the OCSO representative's approval, invoice payments will be made by OCSO in accordance with the Florida Local Government Prompt Payment Act, section 218.70, Florida Statutes. OCSO shall pay Contractor for work performed in accordance with section 218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must

comply with all statutory terms and all requirements specified by OCSO in its contract and/or purchase order. If a payment request or invoice does not meet the contract/agreement/purchase order requirements, OCSO will reject the payment request or invoice as specified in accordance with section 218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

Final Invoice: In order for both Parties to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing document to OCSO. 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, or which are in excess of the not-to-exceed amount, are waived by the Contractor.

### 3. Initial Contract Period and Contract Renewal

The initial Contract period shall be a period of three (3) years, commencing on date of full execution of this Contract ("Effective Date"). In addition, contingent upon budget approval, OCSO reserves the right, but not the obligation, to renew the Contract for one (1) additional three (3) year period (the "Option Period"), under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

Contractor shall perform Year 1, Year 2, and Year 3 services during the initial three (3) year term of this Contract. Services for Years 4, 5, and 6 shall be performed during the Option Period if the Parties elect to renew the Contract for the additional Option Period.

Contractor shall be available to perform the first service in December 2026 on a date acceptable to OCSO. OCSO shall have the option to waive this requirement. Services shall be performed annually within 14 days of the one-year anniversary of the prior year's service.

In the event the services are scheduled to end either by Contract expiration or by termination by OCSO, OCSO in its sole discretion may require the Contractor to continue the Services until new services can be completely implemented. OCSO may extend the Contract for a period not to exceed six (6) months subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for services at the rate in effect when this transitional period clause is invoked by OCSO.

In the event that this Contract expires but any services have not been performed whether scheduled, the Contract shall survive until all services designated for the Contract period have been satisfactorily performed by Contractor.

#### 4. Terms Relating to Price

The cost of all services shall remain firm for the initial Contract period of three (3) years. No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject to the following:

Costs for any extension term shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase or decrease in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI for extension terms shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect, as compared to the index for the comparable month, one (1) year prior.

Any requested cost increase shall be fully documented and submitted to OCSO at least ninety (90) days prior to the end of the initial Contract term, and, for extension terms, at least ninety (90) days prior to the end of the Contract year then in effect. Any approved cost adjustments shall become effective upon the beginning date of the approved Contract extension.

OCSO may, after examination, refuse to accept the adjusted costs if they are not properly documented, or are considered to be excessive, or if decreases are considered to be insufficient.

#### 5. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of this Contract. OCSO shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Contractor's place of business.

#### 6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should OCSO determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. OCSO shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Insurance requirements shall be as set forth in the solicitation.

7.2 Certificate(s) of Insurance. Contractor agrees to provide OCSO with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify OCSO by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

7.3 Right to Revise or Reject. OCSO reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, OCSO reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

7. Performance and Payment Bond.             Applicable             Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to OCSO within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to OCSO and shall be executed by a surety, or sureties, reasonably suitable to OCSO.

8. Termination for Governmental Non-Appropriations.

OCSO is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If OCSO does not appropriate sufficient funds to purchase the services or quantities required under this Contract for any of OCSO's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of OCSO's obligation under this Contract were last appropriated by OCSO and OCSO shall not, in this sole event, be obligated to make any further purchases beyond said fiscal year.

9. Termination for Cause.

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by OCSO, the Contractor shall indemnify OCSO against any loss pertaining to this termination. In the event that the Contractor is terminated by OCSO for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10 and the provisions of Section 10 shall govern.

10. Termination for Convenience.

This Contract may be terminated by OCSO without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all services completed and accepted by OCSO's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to OCSO.

11. Indemnification.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless OCSO, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY OCSO, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES. OCSO reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

12. Independent Contractor.

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of OCSO. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

13. 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 OCSO's representative upon request.

14. 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.

15. Governing Law/Jurisdiction/Venue.

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Orange County, Florida. Both Parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraphs 9 and 11, each party will be responsible for their own attorneys' fees and costs.

16. Successors and Assigns.

OCSO and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of OCSO.

17. Subcontracting.

OCSO reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by OCSO.

18. Conflict of Interest.

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder, as provided for in chapter 112, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed

for fulfilling the obligations under the Contract.

19. Contingent Fees.

The Contractor warrants that it has not employed or retained 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 company or person, 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.

20. Nondiscrimination.

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

21. Public Entity Crimes.

Pursuant to section 287.133, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

22. Modifications of Work.

If OCSO requires miscellaneous additional work, Services or materials not delineated in the Contractor's Bid but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized OCSO representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

OCSO reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of OCSO's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify OCSO of any estimated change in the completion date, and (3) advise OCSO if the contemplated change shall affect the Contractor's ability to meet the completion dates

or schedules of this Contract. The Parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If OCSO so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending OCSO's decision to proceed with the change. If OCSO elects to make the change, OCSO shall initiate a Contract Amendment, and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by OCSO's representative and Procurement Manager.

23. Notice.

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to OCSO, shall be mailed to:

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If sent to the Contractor, shall be mailed to:

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24. No Damages for Delay.

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the services from any cause whatsoever including an act or neglect of OCSO, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by OCSO, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to

the schedule as determined by OCSO. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to OCSO within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. OCSO's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

25. Public Records Law.

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (chapter 119, Florida Statutes), including but not limited to any applicable provisions in section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in section 119.0701, the Contractor shall: (a) keep and maintain public records required by OCSO to perform the Services provided hereunder; (b) upon request from OCSO's custodian of public records, provide OCSO with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) 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 term of this Contract and following completion of this Contract if the Contractor does not transfer the records to OCSO; and (d) upon completion of the Contract, transfer, at no cost, to OCSO all public records in the possession of the Contractor or keep and maintain public records required by OCSO to perform the service. If the Contractor transfers all public records to OCSO upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to OCSO, upon request from OCSO's custodian of public records, in a format that is compatible with the information technology systems of OCSO. If the Contractor fails to comply with these requirements, OCSO may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to OCSO within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes.

**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; TELEPHONE NUMBER: 407-254-7028**

**EMAIL ADDRESS: JENNIFER.ALBRECHT@OC SOFL.COM**

26. Entirety of Contract.

OCSO and the Contractor agree that this Contract and its incorporated documents set forth the entire Contract between the Parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be executed by the Contractor and OCSO to be binding.

27. Discriminatory Vendor List.

Pursuant to section 287.134, an entity or affiliate who has been placed on the discriminatory vendor list 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. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in section 287.134.

28. Scrutinized Companies.

Pursuant to section 287.135, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, and that it is not engaged in a boycott of Israel.

Pursuant to section 287.135, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to section 215.473; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to section 287.135, OCSO may, at the option of the Sheriff, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5); has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to section 215.473; or has been engaged in business operations in Cuba or Syria.

29. Order of Precedence.

In the event the terms of this Contract conflict with incorporated or referenced documents, the conflict shall be resolved by giving the documents the following order of priority: this Contract, OCSO's Solicitation, the Orange County Sheriff's Office Standard Terms and Conditions, and Contractor's Bid Response.

30. Compliance with Laws.

Contractor and the services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

31. Electronic Recordkeeping.

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes, and Rule 1B-26.003(6)(g), Florida Administrative Code.

32. E-Verify – Employment Eligibility.

32.1 Contractor warrants and represents that it complies with section 448.095, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

32.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

32.3 OCSO shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated section 448.09(1), as may be amended. If OCSO has a good faith belief that Contractor's subcontractor has knowingly violated section 448.09(1), as may be amended, OCSO shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

32.4 If OCSO terminates this Contract pursuant to the subsection 32.3 above,

Contractor shall be barred from being awarded a future contract by OCSO for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by OCSO as a result of the termination.

33. Prohibited Telecommunications Equipment.

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

35. Antitrust Violations.

The Contractor has a continuous duty to disclose to OCSO if it or any of its affiliates (as defined by section 287.137(1)(a)) are placed on the Antitrust Violator Vendor List. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of OCSO consistent with section 287.137, as amended.

36. Entities of Foreign Concern.

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Contract. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern, as defined in section 287.138; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit under Section 23, Notices, an executed Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to OCSO attesting that the entity does not meet any of the criteria in Section 287.138(2). Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in section 287.138.

37. Contractor Qualifications.

The Contractor has been in business for a minimum of three (3) years under their present name doing business in the field of Gun Range Environmental Services or performing firing range berm maintenance or lead reclamation for law enforcement, military or

commercial ranges. The Contractor and its principles have not been penalized for any violation of OSHA and EPA standards. The Contractor has provided at least three (3) references from previous clients for similar services performed within the last three (3) years. The Contractor has training and prior experience in maintenance for indoor and outdoor firing ranges. The Contractor has knowledge of EPA and OSHA lead-management standards. The Contractor and their employees performing maintenance services are certified in lead and other hazardous wastes, and lead abatement, as required by Federal, State and/or Local regulations. In addition, the Contractor is a fully licensed Hazardous Waste Transporter and with a Hazardous Substance Removal Certification or can make arrangements for the hazardous waste to be removed by a licensed waste hauler. All waste should be removed at the conclusion of cleaning services; however, the Contractor agrees to work with the OCSO representative directly to ensure hazardous waste is properly handled and disposed of in accordance with all federal, state and/or local regulations. If disposal cannot occur at the completion of cleaning services, all waste shall be safely packaged and stored in accordance with any and all applicable standards in a predetermined location and removed prior to the next scheduled cleaning. By signing this Contract, the Contractor certifies that they are qualified to perform the services described herein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]**

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

**CONTRACTOR**

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

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**[NAME AND TITLE OF SIGNATORY]**

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**Date**

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**Date**

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

APPROVED AS TO FORM AND  
LEGALITY

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

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

## SCOPE OF WORK

### **PURPOSE**

The Orange County Sheriff's Office (OCSO) in Orange County, Florida, is seeking to procure a qualified company to perform berm cleaning and lead recovery services for the OCSO outdoor firing range (OCSO Range) located at 14500 Wewahootee Road, Orlando, FL 32832. Over the years, lead from expended projectiles has accumulated in the OCSO Range bullet traps. This includes shotgun wadding, target material and shredded rubber. The purpose of this solicitation is to enter into an agreement with a qualified company that can safely provide cleaning and maintenance services to put the Range bullet traps back in their original condition. Outdoor firing range ballistic cleaning services of a specific type shall be performed each year in alternating years. A "Major Clean-Out" service shall be performed every other year, alternating with an "Annual Clean" (or "toss and clean") completed on the alternate years. The Contractor should be able to perform the Year 1 Major Clean-Out in the period between the end of December 2025 through early January 2026.

### **BID SPECIFICATIONS**

#### **"Annual Clean": Annual Berm and Loose-Fill Rubber Maintenance (Years 2, 4, 6)**

##### **1. Site Inspection/Preparation and Safety**

- Conduct pre-project safety briefing and establish work zones.
- Install signage, erosion controls and dust suppression measures.
- Ensure compliance with OSHA, EPA, and state environmental regulations.
- Check berm integrity and slope.
- Assess loose-fill rubber thickness, displacement and compaction.
- Identify erosion, drainage, or safety issues.

##### **2. Berm and Rubber Reshaping**

- Re-grade ballistic rubber mulch berms to maintain safe backstop profiles consistent with training range standards: minimum height 28ft; slope is 2 horizontal, 1 vertical (or as approved by the Range Coordinator); and redistribute loose-fill rubber evenly across impact areas.
- Excavate beginning at the berm surface continuing down until no more lead/projectiles are found and the soil is undisturbed.
- Fill gullies, depressions or sloughing areas.
- Fill clean ballistic rubber mulch as required to restore berm volume.
- Add additional rubber if needed to maintain proper coverage.

##### **3. Minor Lead Recovery**

- Screen and separate soils to recover lead and copper projectiles.

- Stockpile clean ballistic rubber mulch for re-use in berm construction.
- Collect and document recovered metals for recycling at an approved smelter facility.

#### **4. Vegetation and Drainage Control**

- Remove vegetation from berm and draining channels.
- Inspect and clear draining channels, swales and sediment traps, and install additional erosion measures if required.
- Replace screened ballistic rubber mulch to original berm contour.
- Apply final grading to restore berm slope and height per range safety standards.
- Stabilize disturbed areas [with seed, mulch, erosion blanket, etc.].

#### **5. Annual Report**

- Include inspection notes, photos, and recommendations.

#### **Full Berm and Loose-Fill Rubber Clean-Out/Lead Reclamation (Years 1, 3, 5)**

“**Major Clean-Out**”: includes mobilization and demobilization, berm excavation and material screening, berm reconstruction & final grading, ballistic rubber mulching cost, and waste disposal (non-recyclables, if required). Repairs may be needed during the Major Clean-Out. During this complete berm clean-out, the Contractor shall perform a clean-out that goes down to the concrete bullet trap backing; assess the concrete bullet traps for damage; provide upfront cost per patch; and provide before-and-after pictures of concrete damages once OCSO has approved the needed repairs. The Contractor shall submit a written estimate for additional repairs or services outside the Major Clean Out responsibilities that includes labor, brief description of repair to be done, and the location of the activities quoted. The estimate will need to be approved and authorized before the repairs should be completed.

#### **1. Site Inspection/Preparation and Safety**

- Remove loose-fill rubber from impact areas.
- Screen and separate embedded lead fragments from rubber.
- Collect, weigh, and document recovered lead.

#### **2. Lead Recycling**

- Transport recovered lead to an EPA-approved recycling facility.
- Provide certificates and scale tickets.

#### **3. Rubber Cleaning and Reuse**

- Clean loose-fill rubber of lead dust and fragments.
- Return cleaned rubber to berm and redistribute evenly.
- Add new rubber as needed to maintain coverage thickness.

#### **4. Berm Reshaping**

- Mechanically excavate berm surface all the way to the concrete slab.
- Re-grade berms to maintain safe backstop profiles consistent with training range

standards: minimum height 28ft; slope is 2 horizontal, 1 vertical (or as approved by the Range Coordinator).

- Fill erosion gullies, depressions or sloughing areas.
- Fill clean ballistic rubber mulch as required to restore berm volume.
- Add additional ballistic rubber if needed to maintain proper coverage.
- Apply erosion control or vegetation if required.

**5. Final Documentation**

- Lead Weight and recycling certificates.
- Before-and-after photos of the berm and rubber.
- Maintenance recommendations for the next cycle.

**MAINTENANCE SCHEDULE**

<u>Year</u>	<u>Service Type</u>	<u>Description</u>
Year 1	Major Clean-Out	Rubber Removal, lead recovery, rubber cleaning, berm restoration
Year 2	Annual Clean	Berm grading, rubber redistribution, minor lead screening
Year 3	Major Clean-Out	Rubber Removal, lead recovery, rubber cleaning, berm restoration
Year 4	Annual Clean	Berm grading, rubber redistribution, minor lead screening
Year 5	Major Clean-Out	Rubber Removal, lead recovery, rubber cleaning, berm restoration
Year 6	Annual Clean	Berm grading, rubber redistribution, minor lead screening

**SAFETY AND ENVIRONMENTAL COMPLIANCE STANDARDS**

- OSHA and EPA standards for lead handling and environmental protection.
- Dust control and containment of lead fragments.
- Loose-fill rubber is handled to minimize dust and loss.
- Recycled lead certificates provided for regulatory compliance.
- Transport recyclable materials to an approved processor.
- Dispose of non-recyclable waste in accordance with local/state requirements.
- Provide a final report including recovery weights, recycling receipts, and site photos.

**SCHEDULE ONCE AWARDED**

- Mobilization and Setup: [Contractor to specify number of days]

- Berm Excavation and Screening: [Contractor to specify number of days]
- Reconstructions and Site Restoration: [Contractor to specify number of days]
- Demobilization and Final Inspection: [Contractor to specify number of days]
- Estimated Total Project Duration: [Contractor to specify number of days]

### **OCSO FIRING RANGE SPECIFIC BERM CLEAN OUT REQUIREMENTS**

- **Availability** - The Contractor must be available on weekends and evenings if needed.
- **Sizing** - The bullet trap size is provided below:  
East/West Ranges are approximately 600 feet long and 30 feet tall. North Range is approximately 175 feet long and 28 feet tall.  
The Shotgun Pit is approximately 80 feet long and 26 feet tall.
- **Contractor Responsibility** – Each Range will require the following:
  - Rubber bullet traps will be cleaned of lead (spent bullets) and debris (shredded rubber, shotgun wads, foam, paper and target nails).
  - Ranges will be cleaned a minimum of 15 feet to the front and sides of each bullet trap and around all target stands or knee walls.
  - Drains on the East and West Ranges will be cleaned out and the wire replaced over the drain covers.
  - Rubber mulch will be redistributed evenly back up on the bullet traps to fill in any divots or pits formed by repeated shooting.
  - Rubber will be removed from the bullet traps and separated from the lead and debris and returned to the berm.
  - Lead will be recycled and used as partial payment for work completed or credited back to OCSO.
  - A minimum of twenty-five (25) cubic yards of new rubber will be included to replace shredded rubber cleaned out of the berms.
  - Additional rubber will be replaced as needed.
  - All debris will be removed from the Ranges upon completion by the vendor.
  - Top churn cleaning will be required every other year.

## **Orange County Sherrif's Office Evaluation Process**

Every bid submission received will first be reviewed to determine responsiveness and completeness. If the submission is determined by OCSO to be responsive and complete, OCSO will proceed to evaluate the bid. The evaluation committee will meet to discuss the bid(s) that were received thoroughly and in good faith.

A qualifying proposal is a proposal:

1. Submitted by the specified due date as specified in Section V: Proposal Submission.
2. Submitted in the form and format outlined in Section IV: Proposal Format.
3. Conforms to the scope and bid requirements as specified in Section III: RFP Bid Specifications.

### **Evaluation of Qualifying Proposals**

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

Price and Cost will be evaluated and vendors should note that while the total cost of the proposed solution to OCSO is a factor, it is not the sole factor in the evaluation.

In its discretion as part of the evaluation process to determine the respondents to provide a presentation or with whom to negotiate, the Committee may use group or individual ranking or scoring as a tool to assist the Committee in its evaluation. Any rankings or scores assigned during a prior stage of evaluation shall not be binding on the Committee or its members as part of any subsequent evaluation or decision, and Committee members may modify their opinion, evaluation, ranking and scores for any vendor(s) they deem appropriate in their sole discretion.

Background, qualifications, prior relevant experience and references of the vendor and its proposed subcontractors as well as the experience and qualifications of vendors and any subcontractors proposed teams and personnel will be reviewed through a series of relevant questioning and researched thoroughly through online platforms such as Sunbiz, Better Business Bureau, Sam.Gov, and vendors respective Department of State.

After reviewing all bid submission(s), the Evaluation Committee will make a recommendation that is in the best interest of OCSO. That recommendation will be made known to the Sheriff, who will ultimately make the final decision, which will grant an award to the vendor(s) whose bid submission, will provide the best value to the OCSO,