Orange County Sheriff's Office

ITB #225-26
BODY SHOP SERVICES BID

FISCAL MANAGEMENT
PURCHASING SECTION

REQUEST FOR QUOTE

Orange County Sheriff's Office
BODY SHOP SERVICES BID
ITB #225-26

The Orange County Sheriff's Office, Orange County, Florida, invites interested parties to submit proposals **no later than 4:00pm (EST), Wednesday, September 17th, 2026,** for Body Shop Service Bid.

Sealed proposals will be accepted at, and copies of the Invitation to Bid 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 at Davon.Petersen@ocsofl.com.
Solicitations are also available for downloading from the internet at: 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 solicitation by **4pm (EST) on Thursday, September 10th, 2026**, before submission of your response no later than **4pm (EST) on Wednesday, September 17th, 2026**. 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..

I. ITB SCHEDULE

Friday, August 28th, 2026	1st Publication (Orlando Sentinel)
Friday, August 28th, 2026	Distribution of bids to vendors via email and posted on OCSO website
Friday, September 4th, 2026	2nd Publication (Orlando Sentinel)
Thursday, September 10th, 2026 (4:00 pm EST)	Deadline for receipt of vendor questions
Thursday, September 17th, 2026 (4:00 pm EST)	Deadline for receipt of all bid submissions
Monday, September 21st, 2026 (10:00am) Location: OCSO Fiscal Conference Room	Bid Opening Meeting

II. ITB INSTRUCTIONS

A. **Introduction**

The Orange County Sheriff's Fleet Division is soliciting sealed proposals from qualified companies to provide Body Shop Services. These services are to be provided for several different make and models of law enforcement vehicles. Orange County is over 1,003 square miles and is divided into six (6) different sectors, therefore there will be a need for several vendors from various locations through Orange County and the surrounding counties.

Instructions for Proposers

Companies desiring to provide services, as described in the Scope of Work, 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 shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the proposer to ensure that their response reaches the Fiscal Management Purchasing Section. **Proposals received after the specified time and date shall remain unopened and will not be submitted.** The proposals will be time/date stamped and shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest.**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly, and the names of all proposers shall be read aloud. The location will be at the OCSO Fiscal Conference Room and virtually via Microsoft Teams at **10am (EST) on Monday, September 21st, 2026.**

B. **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.

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 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 Invitation to Bid, or until one or more of the proposals have been awarded.

4. Sealed Proposals

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

A. Invitation to Bid Number (ITB #225-26)
B. Date of Opening (Monday, September 21st, 2026)
C. Name and Email of Proposer

5. Proposal Preparation

Costs of preparation for 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. Insurance

A. Vendors are required to have and maintain during the term of the bid the following types of insurance:

1) **Worker's Compensation/Employer's Liability**

The company shall maintain Worker's Compensation coverage in accordance with the statutory requirement and limits of the State of Florida and shall require all subcontractors to do likewise with the minimum limits as required by Florida Law.

a. Worker's Compensation – statutory
b. Employer's Liability - $500,000

2) **Auto Liability**

a. Covering owned, non-owned, and hired vehicles with minimum limits of: $1,000,000 per occurrence - Combined Single Limit (CSL)

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's, Liability and Broad Form Property Damage Liability Coverage with minimum limits of:

$1,000,000	General Aggregate
$1,000,000	Products-Completed Operations
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
$50,000	Fire Damage any One Fire
$5,000	Medical Expense for any one person

3) Property Insurance

The Company shall be responsible for maintaining all property insurance on their own equipment and shall require all subcontractors to do likewise. The company shall require all approved subcontractors to carry insurance as outlined above, I case they are not protected by the policies carried by the company.

B. Required Provisions:

1) Proof of Coverage – All Certificates of Insurance will be required and submitted with the Vendor's bid submittal.
2) All Certificates shall provide Orange County Sheriff's Office with an unconditional thirty (30) days' written notice in case of cancellation or any major change.
3) All copies of the Certificates of Insurance shall refer to the project name and bid number.

7. Award and Protests

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

A protest must be in writing and sent to Davon Petersen, Senior Procurement Specialist at Davon.Petersen@ocsofl.com. Failure to file a protest with the Senior Procurement Specialist by 5:00pm (EST) on the fifth (5th) full business day of the date posted on the website shall constitute a waiver of a bid protest.

Any actual or prospective bidder, proposer, offeror, respondent, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Senior Procurement Specialist, via email to Davon.Petersen@ocsofl.com. A protest must be filed with the Senior Procurement Specialist in writing within the times set forth.

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

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

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

1. Any protest with respect to the terms, conditions, specifications, or procedures contained in the solicitation must be filed by the date established by the Purchasing Manager and set forth in the solicitation. If no date is established for such protests in the solicitation, such a protest must be filed no later than five (5) calendar days after the posting of the solicitation or the addendum containing the provision at issue.

2. No protest of any kind with respect to a solicitation or contract may be filed more than five (5) calendar days after the Sheriff's posting of a Notice of Intended Action to make an award or setting forth the final recommended rank order of respondents to a solicitation.

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

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

1. If the Sheriff elects in his sole discretion to weight solicitation evaluation criteria or adopts a formula for evaluation, a protest may not challenge the relative weight assigned to the solicitation evaluation criteria by the Sheriff, or the formula adopted for evaluation. If the Sheriff elects in his sole discretion not to weigh solicitation evaluation criteria or to adopt a formula for evaluation, a protest may not challenge such elections.

2. A protest may not challenge a decision or action of the Sheriff pursuant to GO 17.1.4.

If all solicitations are rejected or a solicitation is cancelled, all solicitation submittals received may remain confidential, at the discretion of the Purchasing Manager, in accordance with Chapter 119, Florida Statutes, as amended.

8. Mandatory Requirements

The Orange County Sheriff's Office (OCSO) has established certain mandatory requirements which must be included. The use of the terms "shall" "must" or "will" in this Invitation to Bid indicates a mandatory requirement or condition. OCSO reserves the right to determine which vendors meet the mandatory requirements of the contract.

Titles:

1. Vendor or Contractor will be used interchangeably throughout this document.
2. Orange County Sheriff's Office (OCSO) or Agency will be used interchangeably throughout this document.
3. Agreement or Contract will be used interchangeably throughout this document.

9. Public Entity Crime

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

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 threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO 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.

11. Contract Term and Pricing Adjustment

The term of the contract shall be for a period of one (1) year, with a renewal clause for two additional one (1) year terms for services as described herein. The respondent may request an adjustment to the contract prices when the Respondent demonstrates that a documented increase in the cost of providing the Servies has occurred. Any requested price adjustment must be submitted to OCSO in writing at least 90 calendar days before the proposed effective date.

The Respondent's request must include sufficient supporting documentation to demonstrate the basis and amount of the requested adjustment, including, as applicable, changes in labor costs, transportation costs, materials, supplies, regulatory requirements, or other direct costs that materially affect the cost of providing the Services.

OCSO will review the request and supporting documentation to determine whether the requested adjustment is justified. No price adjustment will become effective unless approved in writing by OCSO. Any approved price adjustment shall be limited to the documented increase in the respondents' actual cost of providing the affected services and shall not exceed 15% as it relates to parts and sublets as stated in exhibit A.10 Vendor Response Form.

A request for a price increase does not guarantee approval by OCSO. OCSO may request additional documentation or information reasonably necessary to evaluate the request.

The Respondent shall continue to provide the Services at the existing contract prices while a price adjustment request if reviewed. Any approved price adjustment shall apply prospectively and shall not be retroactive unless expressly authorized in writing by OCSO. Bidder acknowledges that the requirements contract will be entered into because of this solicitation. The level of effort stated herein are estimates given as a general guide for bidding and are not guaranteed amounts but do represent the best estimate of the OCSO based on projected needs. A contract template has been added to this bid for the proposers review and signature, if in agreement this document will be forwarded for approval once awarded. Bidder shall provide proposed revisions to the contract template with Bidder's response package. OCSO shall not accept or negotiate any changes to the contract template that are not disclosed in advance with Bidder's response package. To provide the goods or services offered, if Bidder requires use of any Bidder-provided or -created contract, agreement, license agreement, user agreement, waiver, or any other binding document of any type or form whatsoever, Bidder shall provide a copy with the bid response package. OCSO shall not accept, negotiate, or in any manner consider any manner any Bidder supplied or required documents that are not disclosed to OCSO in advance with the bid response package.

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 and is also available on our agency website. (www.ocso.com)

13. Equal Opportunity

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

Further, the Contractor shall abide by the following provisions:

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

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

The Contractor shall advise the Sheriff, in writing, of its intent to use any subcontractors in the fulfillment of the terms of this agreement. Any such sub-contractor shall agree in writing to comply with the conditions contained within this agreement.

14. Questions Regarding this ITB

The OCSO Senior Procurement Specialist, Davon Petersen, is the single point of contact (the "Principal Contact") for all matters relating to this ITB. Vendors must direct all inquiries to Davon.Petersen@ocsofl.com.Vendor will not, under any circumstances, contact any OCSO employee, other than the Principal Contact to discuss this ITB.

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. Vendors 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 Purchasing Manager, from the time of submission of a proposal until the execution of a contract or contract award.

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 Invitation to Bid must be submitted in writing, by email to the Senior Procurement Specialist, at Davon.Petersen@ocsofl.com no later than **4:00pm (EST) on Thursday, September 10th, 2026**, referencing ITB #225-26.

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 ITB and posted on the agency website. Written communications from the Senior Procurement Specialist will be the official Sheriff's Office response to vendor questions.

Proposers are instructed not to contact the OCSO initiating division/unit directly. No oral interpretation of this invitation to bid shall be considered binding.

This provision exists solely for the convenience and administrative efficiency of Sheriff's Office. 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 therefrom.

15. Reference Checks

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's past performance on contracts that are similar in nature, scope and volume. Contact persons shall have been informed that they are being used as a reference and that the Sheriff's Office may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project. Inaccurate, obsolete or negative responses from the listed references could result in rejection of a bid. Failure to supply the required references will deem the bid as non-responsive and will not be considered for award. Bidder involvement with reference checks is not permitted. Only the OCSO or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

17. 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 proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.** If a Proposer fails to cite the applicable exempting law, the information will be considered subject to disclosure.

18. 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 ITB participants. Vendors should consider such information in their proposals, and the OCSO will assume all changes or additional requirements transmitted have been considered in vendor's proposal (including with respect to pricing), unless otherwise specified. All limitations, terms, conditions and requirements for the original ITB shall apply to any addendums.

19. No Representations or Warranties

The OCSO makes no representations or warranties regarding the accuracy or completeness of the information contained in this ITB or otherwise provided by the OCSO through the ITB process. Vendor is responsible for making its own evaluation of information and data contained in this ITB or otherwise provided by the OCSO, and for preparing and submitting responses to the ITB

The OCSO has attempted to validate the information provided in this ITB, but it is possible the Contractor 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.

20. Payment Terms

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

21. Gratuities

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

22. Conflict of Interest

The award is subject to the provisions of Chapter 112, Florida State Statutes. **All Vendors must disclose in their response the name of any officer, director, or agent who is also an employee of the Orange County Sheriff's Office.**

23. Public Record

Per Florida State Statute 119, Public Records, information submitted in response to this Request for Quote is subject to release upon request. General exemptions from inspection or copying of public records are contained in Florida State Statute 119.071.

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: RECORDS@OCSOFL.COM

TELEPHONE NUMBER: 407-254-7028

In compliance with 119.0701, F.S. and 119.011 (2), F.S. the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created 36 or established by law.

Note that in accordance with Florida law the contractor shall:

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

the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

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

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

a) A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.

b) Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

III. INVITATION TO BID SPECIFICATIONS

A. Purpose

The Orange County Sheriff's Office (OCSO) in Orange County, Florida is soliciting sealed fixed price proposals from qualified companies to provide Body Shop Services.

B. Scope of Work

The purpose of this ITB is to ensure that the Orange County Sheriff's Office can obtain Body Shop Services from approved vendors who can provide timely, professional, and quality Body Shop Services.

1. CONTRACTOR'S RESPONSIBILITIES & REQUIREMENTS

A. OCSO Background Check Requirements

Employees of awarded vendors must complete OCSO background checks before being granted access to any OCSO facility. This background will be completed **annually** for the life of the contract with no cost for vendor personnel who will drive OCSO agency vehicles. Vendor staff providing services hereunder shall be law abiding persons without felony arrest records, or crimes involving illegal drug use, excessive traffic violations, dishonesty, moral turpitude or domestic violence. Onsite vendor personnel must present a professional appearance in attire that clearly represents their company, and visible company identification is mandatory. Upon being awarded, background checks **must** be completed within thirty days (30) by vendor personnel who will be transporting any OCSO vehicles.

C. Delivery and Disbursement

OCSO Vehicles are to be picked up and/or delivered to the following location:
Orange County Sheriff's Office (Fleet Division)
2200 W. Colonial Drive, Orlando, FL 32804

Vendor must be based within the Central Florida area and be able to deliver items during business hours, Monday through Friday, from 7am-5pm (EST), except for holidays, deliveries should be made on the following business day. Scheduled deliveries will be provided at no additional cost to OCSO. Vendor should also provide emergency (unscheduled) deliveries on an as needed basis to the OCSO at no additional cost.

D. Billing

Vendor must provide invoices upon return delivery of vehicles or within forty-eight (48) hours. Billing invoices for inventory items and body shop services should be sent via email to the following addresses:
FleetMgmtInvoice@ocsofl.com and cc: OCSOAccountsPayable@ocsofl.com,
Wesley.Bartelson@ocsofl.com, and
Angel.MaldonadoPerez@ocsofl.com

2. BASIS OF AWARD

The OCSO will make the bid award to the lowest responsive and responsible bidder. The lowest bidder will be determined by comparing bids based upon the cost of various items described in the bid evaluation.

3. ADDENDUM

All vendor questions received by the published deadline will be answered through the issuance of an addendum. A written addendum will posted be on www.ocso.com, under the Public Notices section. Only written communication from the Senior Procurement Specialist will be the official Sheriff's Office response to vendor questions.

IV. PROPOSAL FORMAT

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

Required Documents

A.1 Vendor Contact Information
A.2 Proposal Submittal Checklist
A.3 Acknowledgements
A.4 Vendor References
A.5 Conflict of Interest Form
A.6 Authorized Signatories/Negotiators
A.7 Drug Free Workplace Form
A.8 Acknowledgement of Addendum
A.9 Acknowledgement Form Agent Authorization Form
A.10 Vendor Response Form
B.1 Certificate of Insurance
B.2 Vendor Application
B.3 Contract

V. PROPOSAL SUBMISSION

Vendors desiring to provide the specified goods/services as specified in this ITB 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 **4:00pm (EST) on Wednesday, September 17th, 2026.** to**:**

(a) For Mail Delivery:

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

(b) 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) 254-7148 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's name and "ITB #225-26".

ALL bids must be received in the Purchasing Section by **4pm (EST) on Wednesday, September 17th, 2026**, 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 ITB, 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.

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: ITB Bid Specifications.
4. Includes all proposed changes ("redlined" or other visual indicator of prosed 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 ITB. 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 Acknowledgements
A.4 Vendor References
A.5 Conflict of Interest Statement Form
A.6 Authorized Signatories/Negotiators
A.7 Drug Free Workplace Form
A.8 Acknowledgement of Addenda
A.9 Acknowledgement Form Agent Authorization Form

A.10 Vendor Response
B.1 Certificate of Insurance
B.2 Vendor Application
B.3 Contract

Attachment A: Required Documents

A.1 Vendor Contact Information

Orange County Sheriff's Office
Fiscal Management-Purchasing Section
Attention: Davon Petersen
2500 W. Colonial Dr.
Orlando, FL 32804
ITB #225-26

Fleet Parts and Equipment Bid

A.1 Vendor Contact 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

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 Acknowledgements	{YES} {NO}
A.4 Vendor References	{YES} {NO}
A.5 Conflict of Interest Form	{YES} {NO}
A.6 Authorized Signatories/Negotiators	{YES} {NO}
A.7 Drug Free Workplace Form	{YES} {NO}
A.8 Acknowledgement of Addenda	{YES} {NO}
A.9 Acknowledgement From Agent Authorization	{YES} {NO}
A.10 Vendor Response	{YES} {NO}
B.1 Certificate of Insurance	{YES} {NO}
B.2 OCSO Vendor Application	{YES} {NO}
B.3 Contract	{YES} {NO}

*Bidder requires additional contracts or documents created or supplied by Bidder. {YES} {NO}

*Bidder has supplied all Bidder created/required contracts or documents with this bid response. {YES} {NO}

*Bidder agrees that no other documents will be accepted by OCSO. ____________________ [signature]

Attachment A: Required Documents

A.3 Acknowledgements

A. Disclosures

By signing below, you acknowledge that you have disclosed any claims, lawsuits, mediations, bankruptcy, arbitrations or litigations within the past five (5) years.

Name: ____________________________

Title: _____________________________

Signature: _________________________

Date: _____________________________

Attachment A: Required Documents

A.4 Vendor References

Bidder must provide the following information for three (3) previous clients in which similar scope of services was performed within the last five (5) years.

Reference No. 1

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

Reference No. 2

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

Reference No. 3

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

Attachment A: Required Documents

A.5 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

Attachment A: Required Documents

A.6 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:

Name	Title	Phone Number

____

(Signature) (Title)

____

(Name of Business) (Business Telephone Number)

____

(Mailing Address) (Business Physical Address)

____

(City, State, Zip) (City, State, Zip)

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

Type of Organization

____ Sole Proprietorship ____ Partnership

____ Joint Venture ____ Corporation

State of Incorporation: ________________________

Federal I.D. or Social Security number is __________________________

E-mail Address: ___________________________________

Attachment A: Required Documents

A.7 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 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 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.

Proposer's Signature ____________________________

Date ____________________________

Attachment A: Required Documents

A.8 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 on the responsiveness of your bid or proposal. Material impacts include but are not limited to changes to scope of service, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No.________, Date___________

Addendum No.________, Date___________

Addendum No.________, Date___________

Addendum No.________, Date___________

Attachment A: Required Documents

A.9 Acknowledgement Form Agent Authorization Form

I/We, (Print Proposer Name) ____, Do hereby authorize (print agent's name), __________________________________, to act as my/our Agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (ITB NUMBER AND TITLE) _______________________________________, and to appear on my/our behalf before any Administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

_____________________________ _______________________

Signature of Proposer Date

STATE OF ___________________:
COUNTY OF _________________:

I certify that the foregoing instrument was acknowledged before me this ______ day of __________, 20___ by _________________________, He/She is personally known to me or has produced ________________________ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the ______ day of __________________, in the year ___________.

____

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _______
My Commission Expires: ____________

Attachment A: Required Documents

A.10 Vendor Response Form

Business Name: ______________________________

Contact Person: ______________________________

Contact Phone Number: ______________________________

Contact Email: ______________________________

Quote:

1.	Body Labor Rate	$ 49.00 per hour
2.	Paint Labor Rate	$ 49.00 per hour
3.	Mechanical Labor Rate	$ 85.00 per hour
4.	Aluminum Labor Rate	$ 70.00 per hour
5.	Paint Supplies Rate	$ 34.00 per hour
6.	Parts % over Vendor cost	Not to exceed 15% over cost
7.	Sublets % over Vendor cost	Not to exceed 15% over cost

2. Location of where the services will be performed:

Address: ______________________________

City: ______________________________

Zip: ______________________________

Additional Information to be included in the quote:

____

____

Attachment A: Required Documents

Exhibit B.2 Vendor Application

See Next Page

ORANGE COUNTY SHERIFF'S OFFICE

A-9 VENDOR APPLICATION FORM

Fiscal Management / Purchasing Section

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

VENDOR APPLICATION INSTRUCTIONS

To sign forms digitally please use Adobe Acrobat Reader

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

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

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

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

Vendor Name	
☐ I do not accept the OCSO Terms and Condition Once the box is checked you may exit the application.	☐ 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.**
   <u>* The signature and date are required*</u>

ORANGE COUNTY SHERIFF'S OFFICE

A-9 VENDOR APPLICATION FORM

Fiscal Management / Purchasing Section

Assigned Vendor Number (OCSO USE ONLY)

Read Instructions

CONTACT PERSON INFORMATION		
Do You Accept Government Purchase Orders? ☐ Yes ☐ No ☐ 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**
☐ Corporate Entity ☐ Partnership ☐ Limited Liability	☐ Disregarded Entity ☐ Corporation ☐ Partnership
☐ **Individual / Sole Proprietor-1099** (Owner's Full Name)	**Federal Identification Number OR Social Security Number:**

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

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

ORANGE COUNTY SHERIFF'S OFFICE

A-9 VENDOR APPLICATION FORM

Fiscal Management / Purchasing Section

COMMODITY CODE LISTING

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

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

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

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

VENDOR W-9 FORM INSTRUCTIONS (REV. MARCH 2024)
The W-9 IRS tax form - March of 2024 is the current version that needs to be completed.
We *cannot* accept older versions of this tax form.

Please read the general instructions from the IRS to complete the W-9.
Please make sure that this form is signed and dated.

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

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.

Form **W-9**

(Rev. March 2024)

Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ________

Note: Check the "LLC" box above an d, 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.

☐ Other (see instructions) ________

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ________

(Applies to accounts maintained outside the United States.)

~~5 Address (number, street, and apt. or suite no.). See instructions.~~

Requester's name and address (optional)

~~6 City, state, and ZIP code~~

~~List account number(s) here (optional)~~

Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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.

Sign **Signature of** **Date**

General Instructions

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

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

What's New

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • 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[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

Attachment A: Required Documents

Exhibit B.3 Contract

See Next Page

ORANGE COUNTY SHERIFF'S OFFICE BODY SHOP SERVICES AGREEMENT
INVITATION TO BID #225-26

THIS AGREEMENT ("Agreement") is by and between John W. Mina, in his official capacity as the Sheriff of Orange County Florida, an Independent Constitutional Office (the "Sheriff" or "OCSO"), and_______________
____,
OCSO Vendor Number ________________, (the "Contractor" or "Vendor"). The Sheriff and the Contractor are sometimes referred to herein collectively as the "Parties," and singly, without distinction, as a "Party."

The Sheriff of Orange County desires to contract with a Body Shop to provide services (the "Services") to the Sheriff's Office.

The undersigned on behalf of the Contractor wishes to provide the services contained herein and in Invitation to Bid # 225-26 ("ITB 225-26").

NOW, THEREFORE, in mutual consideration of the promises herein, the parties agree as follows:

1. TERM.

1.1 This Agreement becomes effective on the date of the last signature required to execute this Agreement (the "Effective Date"). If the Parties sign on different dates, the Effective Date is the latest date written beside a Party's signature.

1.2 The Agreement shall expire at 11:59 p.m. on the 365th day (one year) after the Effective Date.

1.3 The Sheriff may immediately terminate this Agreement in whole or part upon in accordance with Section 11 or upon written notice to the Vendor whenever the Sheriff determines the Vendor has failed to meet the performance requirements of this Agreement.

1.4 RENEWALS. The Parties shall have the option to renew this Agreement of two (2) one (1) year terms, or any portion thereof, upon executing a Renewal Agreement.

2. INCORPORATION OF DOCUMENTS; PRECEDENCE.

2.1 The following documents are incorporated into and made a part of this Agreement by this reference as though fully set forth herein, and govern the transactions necessary to achieve the objectives of providing the Services.

a) The Orange County Sheriff's Office Standard Terms and Conditions, including the Vendor Application, fully executed by the Parties as part of the mandatory obligations of ITB 225-26 (the "OCSO STCs"). Upon full execution, a copy of the governing OCSO STCs shall be attached to this Agreement.
b) ITB 225-26 and Vendor's full responses thereto. If at any time the information provided in VENDOR's responses to ITB 225-26 becomes invalid, outdated, or inaccurate, VENDOR shall provide SHERIFF with current information. VENDOR shall have an obligation on a continual basis throughout the duration of the Agreement to update all responses provided in ITB 225-26. VENDOR shall provide SHERIFF current, accurate information within 14 business days of any changes to VENDOR's response to ITB 225-26.
c) Any other written document signed by both Parties that governs the requisite transactions under ITB 225-26.

2.2 All requirements of these documents — including, without limitation, those relating to indemnity and insurance, prompt payment, governing law and venue, arbitration/mediation, warranty, termination, appropriation of funds, public records, public entity crimes, E-Verify, subcontractors, term and renewal, and federally funded (grant) purchases — apply in full and are not limited or waived by anything in this Agreement.

2.3 ORDER OF PRECEDENCE. In the event of any conflict, ambiguity, or inconsistency among the documents comprising the Parties' full agreement, the following order of precedence controls, with the earlier-listed document prevailing over the later-listed document to the extent of the conflict:

a) this Agreement;
b) the body and operative content of ITB 225-26, but not Vendor's responses;
c) the OCSO STCs and OCSO Vendor Application;
d) Any other written document signed by both Parties that governs the requisite transactions under ITB 225-26; and
e) Vendor's responses to ITB 225-26, including any updated responses

3. SCOPE OF SERVICES.
3.1 This Agreement is a non-exclusive agreement for the provision of body shop services as further described herein.
3.2 The Vendor shall perform body shop repairs and paint on vehicles in a manner of one who is a recognized specialist and commonly provided by automotive body shops. The Vendor shall furnish labor, parts, materials and equipment for body shop repairs. OCSO shall arrange for vehicles to be driven or towed to the Vendor.
3.3 The Vendor shall:

a) Follow the estimate supplied by Fleet Management or the approved Florida Sheriffs' Risk Management estimator. Fleet Management may also request the vendor to furnish an estimate.

b) Use Original Equipment Manufacturer (OEM) parts for vehicles with 36,000 miles or LESS. Vehicles with OVER 36,000 miles must use Certified Automotive Parts Association (CAPA) parts unless approved by OCSO Fleet Management designee.

c) Request a supplement to the original estimate for additional damage found during the repair, which must be completed and approved prior to any additional work completed.

d) Provide a completion date to the OCSO Fleet Management designee in writing via email prior to proceeding with repairs.

e) Suspend all physical work and expenditures for ordering of materials, etc., when a "Stop Work" or "Hold" order is given on a vehicle. Towing of a disabled or non-drivable vehicle will be coordinated by OCSO Fleet Management.

f) Upon completion deliver the vehicle to OCSO Fleet Management, 2200 West Colonial Drive, Orlando Florida 32803. All vehicles delivered MUST be accompanied by the original invoice with copies of parts and independent contractor's receipts. The vehicle number, mileage, authorization number and a description of services rendered must be on the invoice.

g) Clean the interior /exterior prior to returning the vehicles to Fleet Management.

h) Advise the OCSO Fleet Management immediately if there is any damage caused to an OCSO vehicle while it is in the care and custody of the Contractor. Contractor shall be solely responsible for the repair of any such damages.

4. QUOTE. The vendor shall agree to the prices below for the duration of the Agreement term:

Body Labor Rate	$ 45.00 per hour
Paint Labor Rate	$ 45.00 per hour
Mechanical Labor Rate	$ 75.00 per hour
Aluminum Labor Rate	$ 60.00 per hour
Paint Supplies Rate	$ 30.00 per hour
Parts % over Vendor cost	15% not to exceed cost
Sublets% over Vendor cost	15% not to exceed cost

5. VENDOR'S FACILITY AND STORAGE.
5. l. The Vendor shall ensure that the facility garage and outside storage facilities that comply with all applicable building and zoning regulations for Automotive Body Shops and shall provide proof of compliance.

5.2 The Vendors must provide a secured, fenced-in area to accommodate the storage of up to l0 vehicles. All general outside storage spaces must be completely fenced and locked.
5.3 Fleet Management personnel shall inspect the vendors' facility for compliance before this Agreement is awarded or renewed and may conduct additional inspections at its discretion.

6. COMPENSATION. The OCSO shall use its best efforts to remit payment in accordance with Florida ' s Prompt Payment Act, based on the Contractor's invoice after receipt of accurate invoice and approval by the OCSO. The OCSO is not obligated to pay, and may withhold from payment, any amounts the OCSO has in dispute with the Contractor based on the Contractor' s non-performance, unsatisfactory performance or negligent performance of any services hereunder.

7. STANDARD OF PERFORMANCE.
7.1 All services by the Contractor shall be performed in compliance with the specified requirement s, in a manner satisfactory to the OCSO, and in accordance with the generally accepted business practices and procedures of the OCSO and pursuant to the governing rules and regulations of the industry, based on the type of services performed hereunder.
7.2 Vendor 's performance will be reviewed every quarter and they must be at or below a 15% return rate. If the vendor is above the l5% return rate, an email will be sent to the representative for the vendor and this will serve as the official notice that their performance must improve before the next quarter review.

8. CONTRACTOR'S PERSONNEL.
8.1 The Contractor certifies that it has adequate qualified personnel to perform all services required under this Agreement and that all work performed under this Agreement shall be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to perform any work hereunder shall have such knowledge and experience as required to perform the duties assigned to them.
8.2 The Contractor shall not subcontract any of the work performed under this Agreement unless the Sheriff has given advance written consent.
8.3. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to the Agreement, all employee compensation and benefits. The OCSO shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits or federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of the Contractor. In addition, the Contractor shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

9. INDEPENDENT CONTRACTORS. Nothing in this Agreement shall be deemed or construed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the OCSO. The Contractor acknowledges that it is an independent contractor over the details and means for performing the services hereunder. In the event of termination, contractor shall permit OCSO or its agents to enter contractor' s facility to remove all OCSO vehicles located on the premises.

10. TERMINATION.
10.1 The OCSO may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving thirty (30) days advance written notice to the Contractor. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation, as determined by the OCSO, for any satisfactory authorized work performed in accordance with the Agreement up to the termination date; but in no event shall the OCSO be liable to the Contractor for expenses incurred after the termination date.
10.2 Vendor may terminate this Agreement for any reason upon giving OCSO no fewer than 120 days' written notice.

10.3 In the event of any termination, the Contractor shall be entitled to receive just and equitable compensation, as determined by the OCSO, for any satisfactory authorized work performed in accordance with the Agreement up to the termination date; but in no event shall the OCSO be liable to the Contractor for expenses incurred after the termination date.

11. WARRANTY. The Contractor warrants to the OCSO that all goods/work shall be free from defects in design and faulty or improper workmanship and shall be in strict compliance with the terms of this Agreement. This warranty shall be effective for a period of not less than one (1) year from the date of acceptance by the OCSO of such goods and/or services as satisfactorily complete, and shall be in addition to all other warranties, expressed, implied or statutory.

12. PUBLIC RECORDS.

12.1 **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 TIDS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
RECORDS UNIT, 2500 W. COLONIAL DR., ORLANDO, FLORIDA 32804; EMAIL ADDRESS: RECORDS@OCSOFL.COM; TELEPHONE NUMBER: 407-254-7028

12.2 In performing services under this contract, the Contractor shall:

a) Keep and maintain public records required by the AGENCY to perform the service.
b) Upon request from the AGENCY's custodian of public records, provide the AGENCY with a copy of the requested records or allow the 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 contract term and following completion of the contract if the Contractor does not transfer the records to the AGENCY.
d) Upon completion of the contract, transfer, at no cost, to the AGENCY all public records in possession of the Contractor or keep and maintain public records required by the AGENCY to perform the service. If the Contractor transfers all public records to the AGENCY 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 the AGENCY, upon request from the AGENCY's custodian of public records, in a format that is compatible with the information technology systems of the AGENCY.
e) The Contractor's failure to comply with this section may result in termination of the contract, and a contractor who fails to provide public records to the AGENCY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

12.3 Public Records; Confidential and Exempt Information.

a) Vendor Designation and Mandatory Statutory Citation. If Vendor contends that any information it submits or discloses under this Agreement is confidential, exempt, or confidential and exempt from public disclosure, Vendor must, as a condition to any obligation of AGENCY to withhold that information: (i) clearly and conspicuously mark or identify the specific information for which the exemption is claimed; and (ii) identify, in writing, the specific statutory citation to the exemption created or afforded by statute that Vendor contends authorizes withholding of that information, together with a brief statement of the basis for the claimed exemption. A general or blanket designation of information as "confidential," "proprietary," "trade secret," or the like, without the specific statutory citation required by this paragraph, is not sufficient and does not obligate AGENCY to withhold the information.

b) Timing. Vendor must provide the marking and statutory citation required by paragraph (a) at the time the information is submitted to AGENCY and, in any event, no later than 5 business days after Vendor receives notice from AGENCY that a public records request implicating the information has been received. Time is of the essence with respect to this paragraph, given the statutory deadlines to which AGENCY is subject.

c) Effect of Failure to Provide a Statutory Citation. If Vendor fails to provide the specific statutory citation required by paragraph (a) within the time required by paragraph (b), or if the citation provided does not, in AGENCY's reasonable determination, identify a valid and applicable statutory exemption, then AGENCY may release the information in response to a public records request without further notice to Vendor, and such release shall not constitute a breach of this Agreement, a breach of any confidentiality obligation, or a waiver of any kind, and AGENCY shall have no liability to Vendor arising from the release.

d) AGENCY's Independent Determination. AGENCY retains the right to make its own determination of whether any claimed exemption applies and to redact only the portion of a record to which a valid exemption applies while producing the remainder. Vendor acknowledges that all exemptions are construed narrowly under Florida law and that the burden of establishing that information falls within a statutory exemption rests with the party asserting the exemption.

e) Defense of Designation. If AGENCY withholds information in reliance on Vendor's designation and statutory citation and a requester or other person challenges that withholding, Vendor shall, at AGENCY's option and upon notice, be responsible for defending its designation and shall indemnify and hold AGENCY harmless from any resulting costs, fees, or damages, including reasonable attorney's fees and statutory penalties, to the extent arising from the withholding of information at Vendor's request.

f) Statutory Contractor Obligations. This clause supplements, and does not replace, the public-records contract provisions required by Section 119.0701, Florida Statutes, including the custodian-contact statement and the Vendor's obligations to keep, produce, protect, and return public records.

13. INSURANCE.

13.1 The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the OCSO and licensed in the state of Florida. The Company is required to provide copies of the insurance policies upon request.

13.2 If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the OCSO. The OCSO may pay the renewal premiums and withhold such payments from any monies due the Company.

13.3 The Company shall indemnify, defend, save and hold harmless the OCSO, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties , damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the OCSO, its officers, employees and agents.

13.4 The additional insured endorsements shall be attached to the Certificate of Insurance. Each certificate or policy shall require and state in writing the following clauses:

"Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the OCSO "Purchasing Manager" by registered mail, return receipt requested to the following address:

Orange County Sheriffs Office Attn: Purchasing
2500 W. Colonial Drive Orlando, FL 32804

The OCSO, its officials, agents, employees and representatives shall be named as additional insured on all liability policies."

13.5 WORKERS COMPENSATION: The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Florida and shall require all subcontractors to do likewise with minimum LIMITS as required by Florida law.

13.6 AUTOMOBILE LIABILITY: Covering owned, non-owned, and hired vehicles with minimum LIMITS OF: $1,000,000 Each Occurrence - Combined Single Limits

13.7 COMMERCIAL GENERAL LIABILITY: Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor' s Liability, and Broad Form Property Damage Liability coverage with minimum LIMITS OF:

$1,000,000	General Aggregate
$1,000,000	Products-Completed Operations
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
$50,000	Fire Damage any One Fire
$5,000	Medical Expense any One Person

13.8 PROPERTY INSURANCE. The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all approved subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

14. 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.

15. SOVEREIGN IMMUNITY.

15.1 Nothing in this Agreement shall waive any portion of 768.28, Florida Statutes (2026), as may be amended.

15.2 In addition to — and without waiving, reducing, or being subordinate to — the sovereign-immunity protections and tort-liability limits referenced in Section 15.1, the Parties agree that the SHERIFF's total, aggregate liability arising out of or relating to this Agreement on any claim or theory of recovery that is not subject to Section 768.28, including breach of contract, shall not exceed the sum of $200,000 to any one person, or $300,000 for all claims, when totaled with all other claims, arising out of the same incident or occurrence, mirroring the monetary limits stated in Section 768.28(5). This contractual cap is cumulative with, and does not increase or waive, the SHERIFF's sovereign-immunity limits for claims in tort; in no event shall the SHERIFF's combined liability for tort and non-tort claims arising out of the same incident or occurrence exceed the sum of $200,000 to any one person or $300,000 in the aggregate. In no event shall the SHERIFF be liable for any special, incidental, indirect, consequential, exemplary, or punitive damages, for lost profits or revenues, or for prejudgment interest. Nothing in this Section 15 limits VENDOR's obligations or the SHERIFF's rights and remedies against VENDOR.

16. NOTICES. All notices required under this Agreement shall be delivered to:

FOR OCSO	FOR CONTRACTOR
Davon K. Petersen Orange County Sheriff's Office Senior Procurement Specialist Office: 407-254-7132 davon.petersen@ocsofl.com	

*[BALANCE OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement.

SHERIFF'S OFFICE OF ORANGE COUNTY, FLORIDA	**VENDOR**
______________________________	______________________________
John W. Mina	
as Sheriff of Orange County, Florida	(print name and title)
______________________________	______________________________
Date	**Date**

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

APPROVED AS TO FORM AND LEGALITY

THIS ____ DAY OF _____________

20____.

____

Assistant or General Counsel

Orange County Sheriff's Office

F:*D.E.*\Competitive Procurement\Procurement Solicitations\225-26 Body Shop Services\ITB 225-26 Body Shop Services Contract for New Vendors_ITB Sample.docx

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,