



INDIAN RIVER COUNTY SHERIFF'S OFFICE

Sheriff Eric Flowers

Dear Vendor:

You are in the process of being added as a vendor for the Indian River County Sheriff's Office. In order for us to complete this process, we need the attached forms completed in its' entirety and returned to us as soon as possible.

Annually, we are required to file an information return with the IRS disclosing all reportable payments made to each of our vendors during the year; therefore, we will not be able to process any applications that do not have an executed W-9. Failure to complete Form W-9 carries a penalty of \$50. In addition, if we are unable to otherwise determine whether you are subject to information reporting, we will be required to withhold 29% of future remittances and pay this to the IRS on your behalf.

To expedite the issuance of purchase orders, please attach any certificates or licensures your company may possess (ie: business license, liability certificate, worker's compensation, etc). Invoices are processed weekly and checks are printed and mailed on Thursday every week. If you have questions regarding the status of an outstanding invoice, please email accountspayable@ircsheriff.org or call 772-978-6267 for assistance.

If you have any questions regarding the status of a purchase order or follow-up to a formal quote, please email the Procurement Unit at requisitionrequest@ircsheriff.org or call the office at: 772-978-6032 8:00 am – 5:00 pm, Monday-Friday (excluding major federal holidays).

Thank you for doing business with the Indian River County Sheriff's Office,

Eric Flowers, Sheriff



VENDOR APPLICATION FORM

To establish your business as a vendor with the Indian River County Sheriff's Office, provide the following documentation along with this completed application.

- ✓ Completed and Signed IRS Form W9
- ✓ Business Tax Receipt from Indian River County or another municipality's business license.
- ✓ Certificate of Liability & Worker's Compensation Insurance (for on-site service providers).
- ✓ Direct Deposit Payment Authorization Form with voided check, voided deposit slip or verification letter from your financial institution.
- ✓ If your company operates as an LLC or LLP filling as a Corporation, provide IRS Form 8832 or Form 2553 to prevent receipt of an IRS Form 1099.
- ✓ Provide Federal, State, or County certificates for Minority, Veteran, Women, or Small Business Ownership.
- ✓ Copy of Proof of Insurance (if applicable)
- ✓ Vendor Enrolled in E-Verify and Sam.gov (required for all contracted bids or offers exceeding \$100,000)
- ✓ Executed Certificate of Lobbying (required for all contracted bids or offers exceeding \$100,000)

Send completed forms to requisitionrequest@ircsheriff.org or fax to (772) 978-6071

| | | | | | | | | | | | |
|--|--|--|--|---|--|---|--|--|--|--|--|
| Application Type: New Applicant: <input type="checkbox"/> | | | | Update Existing Application: <input type="checkbox"/> | | | | Company Merger: <input type="checkbox"/> | | | |
| Business Name (as shown on your invoice): | | | | | | | | | | | |
| Owners Name as per IRS Records, if reporting under SSN: | | | | | | | | | | | |
| Federal Tax ID Number: | | | | | | OR Social Security Number: | | | | | |
| Tax Status: C-Corp: <input type="checkbox"/> | | S-Corp: <input type="checkbox"/> | | Individual/Sole Proprietor (1099): <input type="checkbox"/> | | | | LLC/LLP (1099): <input type="checkbox"/> | | | |
| GSA Contract #: | | | | | | sam.gov Entity ID: | | | | | |
| Certified (Include Certificate) | | Minority Owned: <input type="checkbox"/> | | Small Business Owner: <input type="checkbox"/> | | Veteran Owned: <input type="checkbox"/> | | Women Owned: <input type="checkbox"/> | | | |
| Business Type: Commodity: <input type="checkbox"/> | | Services: <input type="checkbox"/> | | Construction: <input type="checkbox"/> | | | | | | | |

| BUSINESS INFORMATION | | | | |
|--|-------|--------|------|--|
| Physical Address: <i>(as it appears on invoices)</i> | City: | State: | Zip: | |
| PO Address: <i>(as it should appear on purchase order)</i> | City: | State: | Zip: | |
| Remittance Address: <i>(location checks should be mailed to)</i> | City: | State: | Zip: | |

| CONTACT INFORMATION | | | | |
|-----------------------------------|--|--|--|--|
| SALES CONTACT FOR QUOTES AND BIDS | | | ACCOUNTING CONTACT FOR INVOICES AND PAYMENTS | |
| NAME: | | | NAME: | |
| Office Phone: | | | Office Phone: | |
| Alt Contact #: | | | Alt Contact #: | |
| Email Address: | | | Email Address: | |

Invoices are processed weekly and checks are printed and mailed on Thursday every week. If you have questions regarding the status of an outstanding invoice, please email accountspayable@ircsheriff.org or call 772-978-6267 for assistance.

Date Completed:



PURCHASING TERMS AND CONDITIONS

LAWS, REGULATIONS, AND PROCEDURES

The authority of the Sheriff to purchase commodities, services, and equipment is contained in Chapter 30, Fla. Stat. While the Sheriff is not bound by Chapter 287, Fla. Stat., in the spirit of fair and open competition, the IRCSO endeavors to meet the directives and business practices articulated in the Chapter to protect the interest of the public.

Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., the IRCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that the person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla. Stat.

CODE OF ETHICS

Public purchasing officials are required to maintain high standards of ethics and conduct, and maintain complete independence and impartiality, in dealings with vendors, both in fact and in appearance, in order to preserve the integrity of the competitive process and to ensure there is public confidence that contracts are awarded equitably and economically.

THE PROCUREMENT PROCESS

1. The content and conditions of a Purchase Order issued by the Indian River County Sheriff's Office (IRCSO) may not be modified by verbal agreement. Any changes must be in writing and approved by the Chief Financial Officer of the IRCSO.
2. Invoices, packing lists, and packages *must include the Purchase Order number*, if assigned, and the ship to or delivery address.
3. Invoices shall be emailed to accountspayable@ircsheriff.org.
4. Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Purchase Order shall be new and in first class condition or first quality, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
5. Materials rejected by the IRCSO will be returned to the vendor at the vendor's risk and expense. The IRCSO shall not be liable or otherwise responsible for any re-stocking charges unless prior written authorization has been issued by the IRCSO.
6. Cash discounts will be deducted in accordance with the terms of the Vendor's quotation or bid. Payments shall be in accordance with §215.422 Fla. Stat. which states the Vendor's rights and the IRCSO's responsibilities concerning interest penalties and time limits for payments of approved invoices.
7. Acceptance by the Vendor of a Purchase Order includes acceptance of all items, conditions, prices, delivery instructions, and specifications as shown on the order, or attached to, or referred to, and which are made a part hereof by reference, as fully and to the same extent as, if copied at length herein.
8. All shipments by the Vendor must be F.O.B. DESTINATION, unless otherwise authorized in writing by the IRCSO.
THE IRCSO WILL NOT ACCEPT C.O.D. SHIPMENTS.
9. The IRCSO reserves the right to cancel all or part of the Purchase Order should delivery not occur within the time specified by the Vendor.
10. Vendors are expected to satisfy Purchase Orders in one (1) shipment unless otherwise disclosed in writing and authorized by the IRCSO in writing. Excessive (unauthorized) partial shipments may result in Vendor debarment.
11. Vendors are not authorized to deliver any goods or services which exceed the written authority of the Purchase Order, unless the order is modified pursuant to the terms expressed above in item one (1).



12. The Vendor, in accepting the order, agrees to indemnify the IRCSO and holds harmless from and against all claims, liability, loss, damage, or expense, including attorney fees, arising from or by reason of any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods and any part thereof covered by the Purchase Order and such obligation shall survive acceptance of the goods and payment thereof by the IRCSO.
13. The Vendor will indemnify and hold harmless the Sheriff and his agents or employees from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of the Purchase Order; providing that any such liability claim, damage, loss or expense caused in whole or in part by a negligent act, wrongful act, or omission of the Vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, whether or not it is caused in whole or in part by a party indemnified herein.
14. Vendors agree to disclose any organizational conflict of interest, perceived or real, for evaluation of IRCSO's compliance with §112.313, Fla. Stat. regarding Standards of conduct for public officers, employees of agencies, and local government attorneys. No IRCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for IRCSO from any business entity of which the officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their IRCSO public duties.
15. The Vendor, in accepting the Order, agrees the Order will become a public document pursuant to §119.07, Fla. Stat. The Vendor agrees to comply with §119.0701, Fla. Stat. with respect to any documents, papers, and records made or received by the Vendor in connection with the Order. If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records, contact the custodian of public records at: Indian River County Sheriff's Office, Public Records Request, 4055 41st Avenue, Vero Beach, FL 32967 or 772-569-6700 or email at: PublicRecordsRequest@ircsheriff.org.
16. Florida Law shall govern any dispute or contractual right regarding the Purchase Order. In the event of a lawsuit by the Vendor, the venue of such lawsuit shall be in Indian River County, Florida and the Vendor waives whatever rights it has in the selection of venue by accepting the order.
17. Pursuant to Florida Statute §448.095, a public employer, contractor, and / or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. In addition, if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If public employer has a good faith belief that a contractor or subcontractor has violated Florida Statute §448.09(1), by employing unauthorized aliens, public employer must terminate the contract. Failure to comply with the provisions of Florida Statute §448.095, subjects a contractor to any and all remedies available under Florida law, including but not limited to: the immediate termination of the contract, the imposition of any additional costs incurred by public employer as a result of the termination, and the possibility that the contractor may not be awarded a public contract for at least one {1} year after the date on which the contract was terminated.
18. Terms and Conditions of signed contracts, Requests for Proposal, Requests for Bid, and Term Contracts will prevail to the degree said terms may be more stringent.
19. The Vendor must sign and acknowledge the Federal Grant Compliance, if applicable, or any purchases made with Federal Grant funding.



FEDERAL GRANT COMPLIANCE

This form is included as an appendix with solicitation documents when any portion of the procurement is funded by a Federal Government Grant with the Indian River County Sheriff's Office (IRCSO) as Grantee or Sub-Grantee or at any pass-through tier. It is included here as documentation for other Grant related purchases.

The IRCSO hereby certifies compliance with the e-CFR §§200.318-326 Uniform Grant Guidance (UGG) standards as issued by the US Office of Management and Budget (OMB) Circular effective December 26, 2014. Compliance includes but is not limited to the following: General Procurement Standards, Competition, Methods of Procurement, Contracting with Small and Minority Businesses, Procurement of Recovered Materials, Contract Cost and Price, Federal Awarding Agency Review, Bonding Requirements and Contract Provisions.

The Contractor is advised the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific project for the purpose of making audits, examinations, excerpts and transcriptions.

The following provisions as per the Code of Federal Regulations-Title II- Part 200- Appendix II are hereby incorporated into and form a part of the Terms and Conditions.

A. Equal Employment Opportunity Act Executive Order 11246 as amended by E.O. 11375 and supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor". The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) for prime construction projects in excess of \$2,000 under which Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and shall be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor can be found, on line at <http://www.wdol.gov>, and the award of a contract shall be conditioned upon the acceptance of the wage determination. This includes the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) providing that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public Work, to give up any part of the compensation to which they are otherwise entitled.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Under Contracts awarded in excess of \$100,000, Contractors are required to base pay on a 40-hour work week and to pay 1.5 times the base pay rate for hours worked in excess of forty. No construction laborer or mechanic shall be required to Work in surroundings or under working conditions that are unsanitary, Page 2 of 2 hazardous or dangerous.

D. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401.

E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Act (33 U.S.C. 1251- 1387) as amended for Grants and Contracts in excess of \$150,000. Violations to be reported to the regional office of the Environmental Protection Agency (EPA).

Eric Flowers, Sheriff
Indian River County Sheriff's Office
4055 41st Avenue
Vero Beach, FL 32960



PROCUREMENT UNIT
Purchasing
requisitionrequest@ircsheriff.org
Phone: (772) 978-6032

F. Debarment and Suspension (Executive Orders 12549 and 12689) A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) list of parties excluded from federal procurement or non-procurement programs.

G. Byrd Anti-Lobbying Amendment (31 U.S. C. 1352). Contractors that bid for an award exceeding \$100,000 must file certification that it will not use Federal funds to pay any person or organization for influencing an officer or employee of any agency, a member, officer or employee of Congress in connection with obtaining any federal contract, grant or other award.

Compliance with the Davis Bacon Act identified in paragraph **B.** above requires the Contractor to submit on a weekly basis, a certified copy of all payrolls for the preceding weekly payroll period. Each payroll submitted shall be accompanied by a Statement of Compliance using page 2 of Form WH-347 Payroll (Optional Use), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractor who supervises the payment of wages, and delivered to the Project Manager or other designee. This must be submitted within seven (7) days after the regular pay date for the pay period.

The Contractor's signature below constitutes agreement to comply with the above provisions and CFR §200.321 and to flow down all applicable provisions to subcontractors. The Contractor further accepts the Department of Labor prevailing wage determination.

ACCEPTANCE

_____ do hereby acknowledge the above provisions as part of the Terms and Conditions.

(Business/Company Name)

| | |
|--|-------|
| Printed Name of Authorized Representative | _____ |
| Title | _____ |
| Date | _____ |
| Signature | _____ |

Eric Flowers, Sheriff
Indian River County Sheriff's Office
4055 41st Avenue
Vero Beach, FL 32960



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CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (This form MUST be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Printed Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date