

# PALM BEACH COUNTY SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



Welcome to Palm Beach County Sheriff's Office Procurement!

As we support our Agency and the Citizens of Palm Beach County, we look to the business community for suppliers that can not only offer the best value for our constituents but also those that meet Federal Laws, State Statutes, and comply with PBSO policies.

To join our list of approved suppliers, please read and follow the instructions below. All required forms are included here for your convenience.

Please direct any questions through email at [purchasingisupplier@pbsso.org](mailto:purchasingisupplier@pbsso.org), or phone at 561-688-3260.

## **REQUIRED FORMS:**

- **Taxpayer Identification Number Request Substitute W-9.**  
3 Pages – Complete pages 2 or 3. **DO NOT SEND A STANDARD IRS W-9.**
- **Drug Free Workplace** – Complete by filling in legal entity name on the top; at the bottom printed name and signature of authorized signor, and date.
- **Sworn Statement Concerning Public Entity Crimes** –
  - Page 1 - Print authorized signor's name and title on first line; name of entity on second line. Complete business address section, and EITHER Federal Employer Identification Number (FEIN) OR Social Security number of individual signing this sworn statement.
  - Page 2 – Check only ONE (1) box. Read each option carefully and select the one that applies.
  - Page 3 – Check a box to answer #6 at the top of the page and provide required documents if you select YES. Have signature on the lower portion of the page notarized.
- **PO Terms and Conditions** – Print authorized signor's name (personally known line) then on Representative of line (company name).
- **Electronic Payment Agreement** – To join our approved supplier list, you must agree to receive payments electronically. Complete all fields as instructed
  - **Provide a supporting document -voided check or bank letter with account info.**
- **Business Classification** – If you are a certified Small Disadvantaged Business (SDB), Small Business Enterprise (SBE), Disadvantaged Business Entity (DBE), Woman Business Enterprise (WBE), or any other recognized, certified business classification, please include a copy of your current certificate.

## Preferred Inside Sales Contact to receive Purchase Orders

<b>Name:</b>	
<b>Title:</b>	
<b>Department:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Fax :</b>	

### **FORMS CHECKLIST-**

Please verify that you have each of the documents below before submitting your forms.

- 1099 Substitute W-9
- ACH Form
- ACH Supporting Document (Voided check or bank letter with account info)**
- Sworn Statement Concerning PEC & PO Terms – **Must be notarized.**
- Drug Free Workplace

Completed forms should be scanned and emailed to [purchasingisupplier@pbso.org](mailto:purchasingisupplier@pbso.org). If you are unable to scan and email, you may send a fax to 561-688-3280.

Your forms will be reviewed for completion. You will be contacted for any corrections or missing items. Once approved, you will be contacted with your login credentials and further instructions.

Thank you, and welcome aboard!

Your PBSO Procurement Team



## Taxpayer Identification Number Request Substitute Form W-9

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to 28% federal income tax backup withholding. You may also be subject to a \$50 penalty imposed by the Internal Revenue Service under IRS code section 6723.

Federal law on backup withholding preempts any state or local law remedies, such as any right to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 28% of its payment to you. Be advised that payments will only be issued to the name and TIN/EIN certified on this document.

**Use this form ONLY if you are a US person/entity (including US resident alien). If you are a foreign person/entity, use the appropriate Form W-8.**

### **Instructions: Please read carefully.**

If you are a US Individual, a US Sole Proprietorship, or a US Non-Corporation such as LLC, Partnership, or Trust, complete the section in **Part 1** that corresponds to your tax status. Only complete one of the boxes in this Part. *Do not complete Part 2.*

If you are a US Corporation, Exempt Charity, or Government Agency complete **Part 2**. *Do not complete Part 1.*

Complete **Part 3** to sign and date the form. This section is required for all entities.

Email the completed form to the Palm Beach County Sheriff's Office at [purchasingisupplier@pbso.org](mailto:purchasingisupplier@pbso.org) or fax to 561-688-3280. You may also mail the form to Palm Beach County Sheriff's Office, Attention: Procurement, 3350 Gun Club Rd., West Palm Beach, FL 33406. Please note that any completed Substitute W-9 that is faxed or emailed **MUST** be clearly typed or printed legibly and must include a contact phone number or email address. Otherwise, the form will not be accepted.



**Taxpayer Identification Number Request**  
**Substitute Form W-9**

**Part 1: US Individuals, Sole Proprietors and Non-Corporations (Complete only ONE box in this Part. Choose the box that applies)**

**US Individuals** (Form 1099 reportable) Individuals are ***not*** a “doing business as” a company or alternative.

Individual Name (print) as shown on your tax return:

\_\_\_\_\_

Individual Social Security Number \_\_\_\_\_

**US Sole Proprietor:** (Form 1099 reportable) A sole proprietorship may have a “doing business as” trade name but the legal name is the business owner. If you supplied your personal SSN as the Tax ID, you must provide your name as it is issued with your SSN. If you provided an EIN issued to you by the IRS for your business, you must provide the legal business name registered for the EIN.

Business Owner’s Name (print) as shown on your tax return:

\_\_\_\_\_

Business Owner’s Social Security Number \_\_\_\_\_

OR Business EIN \_\_\_\_\_

Business or Trade Name (print) \_\_\_\_\_

**Non-Corporations (US Partnership, LLP, LLC or Trust, etc):** (Form 1099 Reportable)

Name of Partnership/LLP, LLC, Trust, etc.(print) as shown on your tax return:

\_\_\_\_\_

Partnership’s/Company’s EIN \_\_\_\_\_

***(If Part 1 has been completed, skip to Part 3 on the next page. If Part 1 does not apply to your entity, proceed to Parts 2 and 3 on the next page)***



**Part 2: Corporation, Exempt Charity, or Government Agency**

**US Corporation (must be a "C" or "S" corporation only), exempt charity, or Federal, State or Local Government Agency**

Name of Corporation or Entity (print) as shown on your tax return:

\_\_\_\_\_

State Incorporated: \_\_\_\_\_ Business EIN \_\_\_\_\_

**Possible Exemption** (Please check the correct exemption below. If no box is checked, a 1099 WILL be issued regardless of status.)

Corporation: *not medical, healthcare, or legal service provider*

Corporation: *Medical, healthcare, or legal services (all 1099 reportable)*

Tax exempt charity under 501(a), or IRA

US Government: The United States or any of its agencies or instrumentalities, a state, the District of Columbia, a possession of the United States, or any of their political subdivisions

A foreign government or any of its political subdivisions located in the US or US territories

**Part 3: Signature** I am a US person (including US resident alien). I certify under penalty of perjury that the Tax Identification Number and associated individual or company name provided on this form is correct.

Name (print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**For Office Use Only:**

Supplier Number: \_\_\_\_\_ Reportable: \_\_\_\_\_ Reviewed by: \_\_\_\_\_



**DRUG FREE WORKPLACE FORM**

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

\_\_\_\_\_ does:

\_\_\_\_\_  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and 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 proposed 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 or, plea of guilty or nolo contendere to, any violation of Charter 893 or of any controlled substance law of the 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 the 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 the statement, I certify that this firm complies fully with the above requirements.

Signature below represents and warrants that he or she has authority to bind the company on whose behalf he or she has executed this document.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print)



**SWORN STATEMENT CONCERNING PUBLIC ENTITY CRIMES**

The Palm Beach County Sheriff's Office has elected to follow Section 287.133, Florida Statutes, concerning Public Entity Crimes. Accordingly, this form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to the Palm Beach County Sheriff's Office by

\_\_\_\_\_   
Print individuals name and title

for

\_\_\_\_\_   
Print name of entity submitting sworn statement

Whose business address is:

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

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_   
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United State, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A. A predecessor or successor of a person convicted of a public entity crime; or

- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executive, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constitution a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. You must indicate which statement applies.

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, of an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the Final Order).



6. I understand that "judgment" as defined in paragraph 55.01, Florida State Statutes, means any sum of money that was awarded by judgment against any person(s) or entity under the control of any natural person who is active in the management of the entity.

Has your entity or person(s) in management had judgment entered against it?

- No  
 Yes (If yes, provide a copy of the judgment)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature below represents and warrants that he or she has authority to bind the company on whose behalf he or she has executed this document.

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Personally known \_\_\_\_\_

Or Produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

Notary Public – State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped)  
Commissioned name of Notary Public

\_\_\_\_\_  
(Notary Public Signature)

**PALM BEACH COUNTY**  
**SHERIFF'S OFFICE**

RIC L. BRADSHAW, SHERIFF



**ELECTRONIC PAYMENT AGREEMENT**

This agreement will allow the Palm Beach County Sheriff's Office ("Originator") to make electronic payments to the "Receiver" (name and address below): Receiver wishes to have Originator initiate Credit Entries to its account specified below in payment of obligations owed by Originator. This agreement is subject to the "ACH Rules" of the National Automated Clearing House Association (NACHA) and shall be made in the type of *payment form: File Transfer Protocol (FTP)*. For additional clarification visit [www.NACHA.org](http://www.NACHA.org). The Originator and Receiver acknowledge that the origination of ACH transactions to the Receiver's account must comply with the provisions of U.S. law.

**Company Name (Receiver):** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Receiver's ACH Account:** If there are multiple bank accounts to be used, please complete a separate form for each account. The Account is the deposit account specified below:

**Financial Institution:** \_\_\_\_\_ **Account No:** \_\_\_\_\_

**Bank Street Address:** \_\_\_\_\_ **Transit Route No:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_ **Type of Account:** *Checking*  *Savings*   
Type of Payment: File Transfer Protocol (FTP)

To facilitate this process and for bank information validation, please include supporting documentation such as a copy of a bank statement from your checking or savings account, voided check or invoice that includes the bank account details.

**Payment Remittance details should be directed to:**

Name: \_\_\_\_\_ E-mail \_\_\_\_\_

**Questions and Errors:** In the event of any question or errors relating to Entry(ies) initiated in pursuant to this Agreement, Originator should contact the following person regarding information on this form:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

**Authorized Representative of Receiver signs below:** Signer acknowledges that he/she is authorized to sign on behalf of Receiver. You authorize Originator or its Banking Partner to contact your bank to independently verify the banking information provided above.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please fax this form and supporting document(s) to 561-688-3280 or  
E-MAIL: [Purchasingisupplier@pbso.org](mailto:Purchasingisupplier@pbso.org) or  
Mail to: Palm Beach County Sheriff's Office- Accounts Payable Unit  
3228 Gun Club Road West Palm Beach, Florida 33406-3001

## PURCHASE ORDER STANDARD TERMS AND CONDITIONS

### **FOR QUESTIONS RELATED TO THIS ORDER, CONTACT THE PROCUREMENT DIVISION AT 561-688-3260.**

The following Terms and Conditions are applicable to this purchase order entered into between Palm Beach County Sheriff's Office (referred to as Buyer) and Vendor (referred to as Seller).

**MODIFICATIONS:** No modifications of this purchase order, including but not limited to these terms and conditions, shall be binding upon Buyer unless approved in writing by an authorized representative of the Buyer's Procurement Office.

**ASSIGNMENTS:** Assignments of any obligation by the Seller are prohibited unless prior written consent is given by the Buyer.

**EXCUSABLE DELAYS:** The Buyer may grant additional time for any delay if the delay will not adversely impact the best interest of the Buyer and is due to causes beyond the control of the Seller. Both the request and approval must be in writing and made part of the purchase order.

**DEFAULT:** In the event of default by the Seller, Buyer may procure the goods and/or services covered by this purchase order from other sources and the Seller shall be liable for any excess costs incurred due to this action.

**TERMINATION:** The Buyer may, in its sole discretion and whenever the interests of the Buyer so require, terminate this purchase order, in whole or in part. Unless directed differently in the notice of termination, the Seller shall thereafter incur no further obligations in connection with this purchase order.

**NON-APPROPRIATION OF FUNDS:** In the event the Palm Beach County Board of County Commissioners fails to appropriate funds, as determined by the Buyer, to allow the Buyer to continue with this purchase order, the Buyer may immediately terminate this purchase order.

**FOB:** The F.O.B. Point shall be destination unless otherwise noted on the purchase order. If Buyer agrees, freight charges may be prepaid by the Seller and listed in the invoice; however, Seller retains title and assumes all responsibility, liability and risk in transit, and shall be responsible for filing of claims for loss or damages.

**PAYMENT TERMS:** The Seller agrees that payment terms shall be Net 30. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70-218.76.

**INVOICING:** Seller must render original invoice to the Palm Beach County Sheriff's Office P.O. Box 24681, West Palm Beach, FL 33416.

**TAXES:** The Buyer is exempt from Federal and State taxes.

**PURCHASE ORDER:** The Buyer will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

**CONTRACT:** Seller agrees that by submitting an offer in response to a request for goods or services by Buyer, and is accepted by the Buyer (i.e. Purchase Order) a binding contract is formed in accordance with the Buyer's terms, conditions and specifications as set forth in the solicitation and this purchase order. Seller certifies that the offer has been made by an officer or employee having the authority to bind the Seller. Accordingly, payment will only be made to the company and the address as provided in the Seller's offer unless prior written authorization is received from the Buyer.

**DELIVERIES:** Deliveries are to be made Monday through Friday, during normal business hours, excluding holidays, unless otherwise stipulated.

**INSPECTION/ACCEPTANCE:** All goods and/or services provided on this Purchase Order are subject to inspection and acceptance upon receipt or completion by an authorized representative of the Buyer. Payment shall not be authorized until the goods and/or services have been received, accepted and properly invoiced.

**QUANTITIES:** Quantities specified in the Purchase Order cannot be changed without the Buyer's approval. Goods shipped or services performed in excess of or in addition to the quantity designated may be returned at Seller's expense.

**ANTI-DISCRIMINATION:** Sellers doing business with the Buyer are prohibited from discriminating against any employee or client because of race, color, religion, sex, pregnancy, national origin, age, sexual orientation, handicap, gender identity, veteran status, or any other non-merit factor.

**LEGAL REQUIREMENTS:** The Seller must strictly comply with all Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the goods and/or services provided herein. The Buyer shall not be liable to the Seller for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this purchase order, including these Terms and Conditions, or from any other matter generated by or relating to this purchase order.

**INDEMNIFICATION:** To the extent authorized by law, Seller shall indemnify, save and hold harmless the Buyer, its officers, employees and agents, against any and all claims, suits, judgments, or damages, including court costs, expenses and attorney fees, arising out of any act or omission by the Seller, or its employees, agents, subcontractors or assignees, in the course of fulfilling any obligation under this purchase order.

**MATERIAL SAFETY DATA SHEETS (MSDS):** If a material safety data sheet is required, delivery will not be accepted without the required MSDS.

**ENDORSEMENTS:** No endorsements by the Buyer of the goods and/or services will be used by the Seller in any way, manner or form.

**PUBLICITY:** Any publicity giving reference to this purchase order, whether in the form of press releases, interviews, brochures, photographic or video graphic coverage, or verbal or printed announcement, shall require the prior, written approval of the Buyer. Requests must be submitted to the Procurement Contracts Analyst of the Buyer.

**GOVERNING LAW/VENUE:** All purchase order agreements shall be governed by and construed under the Laws of the State of Florida. Any and all legal actions arising from or necessary to enforce the purchase order will be in Palm Beach County, FL.

**E-VERIFY EMPLOYMENT:** Seller warrants and represents it is in compliance with Section 448.095, Florida Statutes, as may be amended, and that they: (1) are registered with the E-Verify System (E-Verify.gov) and uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) verified that the Sellers' subcontractors performing the duties and obligations of this contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**FOREIGN GIFTS AND CONTRACTS:** The Seller agrees to abide by F.S. 286.101.

**SCRUTINIZED COMPANIES:** As provided in F.S. 287.135, by entering into any agreement with Buyer, or performing any work in furtherance hereof, Seller certifies that Seller will perform hereunder that at the time Seller submits a bid or proposal for a contract or before Seller enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, it must certify that it is not on the Scrutinized Companies with Activities on the Sudan List or the Scrutinized Companies with Activities on the Iran Terrorism Sectors List, created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, Seller must certify that it is not on the Scrutinized Companies List, created pursuant to F.S. 215.4725, or is engaged in a boycott of Israel. If Buyer determines, using credible information available to the public, that a false certification has been submitted by Seller, Buyer's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

**CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES:** Seller warrants and represents that there is no ownership or controlling interest in it by a "foreign country of concern" in violation of F.S. 287.138. Seller further represents and agrees that it will provide the required documentation, per F.S. 287.138(4) to Buyer prior to entering into or bidding on a contract with Buyer.

**PUBLIC ENTITY CRIMES:** In accordance with the Public Entity Crimes Act (Section 287.133 F.S.) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the Buyer, may not be awarded or perform work as a contractor, supplier, or subcontractor, under a contract with the Buyer, and may not conduct business with the Buyer for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Seller's execution of this Agreement acknowledges Seller's representation that it has not been placed on the convicted vendor list. Violation of this provision by Seller shall result in termination of this purchase order and may cause the debarment of Seller.

**PUBLIC RECORDS:** All information submitted by Seller relating to the purchase order will become a public record pursuant to Chapter 119, Florida Statutes.

In compliance with Florida State Statute 119.07, Buyer is required to comply with Public Records Requests. To facilitate this obligation, the Seller shall notify the Buyer of any and all items that may be exempt from these requests as outlined in Florida State Statute 119.071.

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

Palm Beach County Sheriff's Office  
Attn: Central Records – Division Manager  
3228 Gun Club Road  
West Palm Beach, FL 33406  
Email: [emailcentralrecords@pbso.org](mailto:emailcentralrecords@pbso.org)  
Telephone: 561-688-3140 (for questions related to public records only)

The Seller shall further comply with the following provisions:

- Keep and maintain public records required by the Buyer to perform the service.
- Upon request from the Buyer's custodian of public records, provide the Buyer 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 for in Chapter 119, Florida Statutes or as otherwise provided by law. A failure to provide public records to the Buyer within a reasonable time may subject the Seller to penalties under Section 119.10, Florida Statutes. In the event that the Buyer receives a request for records relating to this purchase order which Seller has deemed to be trade secret, proprietary, or confidential, the Buyer shall notify Seller of such request so that Seller may either waive any such assertion and consent to disclosure or timely seek a protective order or other appropriate remedy to prevent the disclosure.
- 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 purchase order if the Seller does not transfer the records to the Buyer.
- Upon completion of the purchase order, transfer, at no cost, to the Buyer all public records in possession of the Seller or keep and maintain public records required by the Buyer to perform the service. If the Seller transfers all public records to the Buyer upon completion of the purchase order, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Seller keeps and maintains public records upon completion of the purchase order, the Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Buyer, upon request from the Buyer's custodian of public records, in a format that is compatible with the information technology systems of the Buyer.

HUMAN TRAFFICKING: The Seller attests that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

I hereby accept The Palm Beach County Sheriff's Office Purchase Order Standard Terms and Conditions.

Signature below represents and warrants that he or she has the authority to bind the company on whose behalf he or she has executed this document.

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_, representative of \_\_\_\_\_ and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind CONTRACTOR to the same.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration