



**SEMINOLE COUNTY
PUBLIC SCHOOLS**

Carrie B. Chambers and
Todd Seis
*Chief Financial
Officers*

Educational Support Center
400 E. Lake Mary Boulevard
Sanford, Florida 32773-7127
Phone: (407) 320-0000
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Visit Our Web Site:
www.scps.k12.fl.us

August 6, 2020

To Whom It May Concern:

Your company recently requested that we complete a credit application. As a public school district, we have thousands of vendors and cannot provide a personalized response to each request for credit information. However, we understand your need for information concerning the creditworthiness of The School Board of Seminole County, Florida (the District). We hope that the information provided with this letter will satisfy that need.

The District was established under Article IX of the Constitution of the State of Florida. The District serves approximately 68,000 students, employs approximately 7,700 personnel, and has a general operating budget of approximately \$544 million. The District has an Aa2 rating from Moody's Investor Services. The District has a financial relationship with the following financial institution:

Wells Fargo Bank NA
Attention: Todd Morley, Senior Vice President
800 North Magnolia Avenue, 7th Floor
Orlando, FL 32803
Telephone: 407-649-5638 Fax: 407-649-5554

Payments will be made in accordance with Section 218.70, Florida Statutes, et. seq., the Local Government Prompt Payment Act.

Copies of the District's (1) current IRS Form W-9, which includes our Federal Employer Identification number, and (2) State of Florida Certificate of Tax Exemption are attached to this letter. The District enters into annual contracts with numerous vendors, local and national, to procure materials and supplies to operate our 60+ schools and 80+ departments. Materials and supplies purchased from your company WILL NOT BE RESOLD.

Please also find attached a copy of the District's standard terms and conditions that are included on the back of every Purchase Order. These terms and conditions are non-negotiable and identify the mutual expectations and responsibilities of the District and its vendors.

If you have any questions or need additional information, please do not hesitate to contact the Purchasing Department at 407-320-0243 or the Finance Department at 407-320-0050.

Sincerely,


Carrie B. Chambers and Todd Seis
Chief Financial Officers


Cheryl Olson
Director of Purchasing and Distribution
Services

Attachments:

W-9
Tax-Exemption Certificate
Purchase Order Terms and Conditions

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SCHOOL BOARD OF SEMINOLE COUNTY, FL	
	2 Business name/disregarded entity name, if different from above SEMINOLE COUNTY PUBLIC SCHOOLS	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) C <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 400 EAST LAKE MARY BLVD	
	6 City, state, and ZIP code SANFORD, FL 32773-7127	
	7 List account number(s) here (optional)	

Part I 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

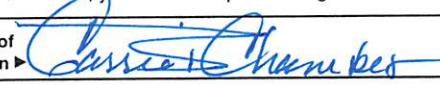
Social security number								
			-				-	
or								
Employer identification number								
5	9	-	6	0	0	0	8	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 8/6/2020
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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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8013198843C-6	01/31/2020	01/31/2025	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

**SEMINOLE COUNTY SCHOOL BOARD
400 E LAKE MARY BLVD
SANFORD FL 32773-7125**

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

THE SCHOOL BOARD OF SEMINOLE COUNTY FLORIDA - PURCHASE ORDER TERMS & CONDITIONS

The School Board (Buyer) OBJECTS in advance to the inclusion of any additional terms proposed by Seller in its acceptance or acknowledgement of this order. The inclusion of such terms by the Seller will be of no significance, such terms will not be additional terms to this order, and Buyer's acceptance of Seller's goods or services shall not be deemed as acceptance of such terms. The terms or conditions from an underlying invitation to bid, proposal, or quote are incorporated herein by this reference. Unless otherwise stated on the face of this order, the following terms and conditions shall apply:

1. **TERMS OF PAYMENT:** The normal terms of payment will be "Net 30 Days" from receipt and acceptance of goods or services and Supplier's invoice. Alternative terms offering discounts for early payment shall be made at the discretion of the Buyer.
2. **INVOICING:** Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment.
3. **PACKING:** All shipments will include an itemized list of each package's content, and reference the Buyer's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon in writing by the Buyer prior to shipment.
4. **TRANSPORTATION AND TITLE:** (a) Title to the goods will pass to the Buyer upon receipt and acceptance at the destination or as indicated herein. Until acceptance, the Seller retains the sole insurable interest in the goods. (b) The shipper will prepay all transportation charges. The Buyer will not accept collect freight charges. (c) No premium carriers will be used for the Buyer's account without prior written consent of the Director of Purchasing & Distribution Services.
5. **RISK OF LOSS:** The Seller assumes the following risks: (a) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (b) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (c) all risks of loss or damage to any property received by the Seller or held by the Seller or its suppliers for the account of the Buyer, until such property has been delivered to the Buyer; (d) all risks of loss or damage to any of the goods or part thereof rejected by the Buyer, from the time of shipment thereof to Seller until redelivery thereof to the Buyer.
6. **INSURANCE AND INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Buyer, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Seller, its agents, employees, or representatives, or are arising from any Seller furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Buyer. The Seller will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Buyer. The Seller will, at the request of the Buyer, supply certificates evidencing such coverage.
7. **INSPECTIONS AND TESTING:** The Buyer will have the right to expedite, inspect and test any of the goods or work covered by this Purchase Order prior to shipment. All goods or services are subject to the Buyer's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Seller's risk. Such inspection, or the waiver thereof, however, will not relieve the Seller from full responsibility for furnishing goods or work conforming to the requirements of this Order and will not prejudice any claim, right or privilege the Buyer may have because of the use of defective or unsatisfactory goods or work.
8. **LAWS AND REGULATIONS:** This Purchase Order and all extensions and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The venue for all proceedings will be the circuit courts of Seminole County Florida.
9. **PUBLIC ENTITY CRIMES:** In compliance to Section 287.133 Florida Statutes, a business, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
10. **PATENTS / COPYRIGHTS:** Seller agrees to indemnify and save harmless the Buyer, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent and/or copyright by reason of the buying, selling or using the goods supplied under this Order, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
11. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Suppliers must disclose the name of any company owner, officer, director or agent who is an employee of the Buyer.
12. **STOP WORK ORDER:** The Buyer may at any time by written notice to the Seller to stop all or any part of the work for this order. Upon receiving such notice, the Seller will take all reasonable steps to minimize additional costs during the period of work stoppage. The Buyer may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Purchase Order terms and conditions.
13. **TERMINATION: DEFAULT:** The Buyer may terminate all or any part of this purchase order by giving notice of default to Seller, if Seller: (a) refuses or fails to deliver the goods or services within the time specified; (b) fails to comply with any of the provisions of this Order or so fails to make progress as to endanger performances, hereunder, or; (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the Buyer's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE:** The Buyer may terminate for its convenience at any time, in whole or in part any Purchase Order. In the event of termination for convenience, the Buyer's sole obligations will be to reimburse Seller for (a) those goods or services actually shipped/performed and accepted up to the date of termination, and (b) costs incurred by seller for unfinished goods, which are specifically manufactured for the Buyer and which are not standard products of the Seller, as of the date of termination, and a reasonable profit thereon. In no event is the Buyer responsible for neither loss of anticipated profit nor will reimbursement exceed the order value.
14. **WARRANTY:** All goods and services furnished by the Seller, relating to and pursuant to this Order will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Seller will take all necessary action, at Seller's expense to correct such breach in the most expeditious manner possible.
15. **BACKGROUND CHECK:** All persons who are permitted access on school grounds when students are present or who have direct contact with students shall comply with the requirements set forth in Section 1012.32, 1012.465, & 1012.467 Florida Statutes. Where applicable, access to the Board's property may be granted to Seller's employees only after being appropriately cleared by the School Board. All persons with access to or control of school funds shall comply with the requirements of Section 1012.465 Florida Statutes. All costs associated for clearance of Seller's personnel shall be included in the pricing of this Purchase Order.
16. **FEDERAL GRANTS TERMS AND CONDITIONS:** The terms and conditions found on the Purchasing and Distribution's website: <https://www.scps.k12.fl.us/district/departments/purchasing/> shall apply for this order if federal funds are utilized and the contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the purchase. By fulfilling this order, Contractor agrees with these requirements.

(Rev. 12/3/18)