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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Amended
Agenda Item No. 11(A)(9)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution directing the County Mayor to advertise request for proposals for the award of $14,018,000.00 in social service grants to community-based organizations; authorizing the County Mayor to issue addenda as necessary and requiring the County Mayor to describe addenda in memorandum to Board recommending grant awards; directing County Mayor to bring grant award recommendations to the Board for consideration; adopting grant funding process, service priority areas, and funding allocations described in request for proposals; setting-aside $1,300,000.00 equally divided between the 13 commission districts for grants to community-based organizations to benefit Miami-Dade County

Resolution No. R-59-16

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson, and Co-Sponsors Commissioner Sally A. Heyman and Commissioner Barbara J. Jordan.

Abigail Price-Williams
County Attorney

APW/smm

/

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Amended
Agenda Item No. 11(A)(9)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 11(A)(9)
1-20-16

RESOLUTION NO. R-59-16

RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ADVERTISE REQUEST FOR PROPOSALS FOR THE AWARD OF $14,018,000.00 IN SOCIAL SERVICE GRANTS TO COMMUNITY-BASED ORGANIZATIONS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ISSUE ADDENDA AS NECESSARY AND REQUIRING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO DESCRIBE ADDENDA IN MEMORANDUM TO BOARD RECOMMENDING GRANT AWARDS; DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO BRING GRANT AWARD RECOMMENDATIONS TO THE BOARD FOR CONSIDERATION; ADOPTING GRANT FUNDING PROCESS, SERVICE PRIORITY AREAS, AND FUNDING ALLOCATIONS DESCRIBED IN REQUEST FOR PROPOSALS; SETTING-ASIDE $1,300,000.00 EQUALLY DIVIDED BETWEEN THE 13 COMMISSION DISTRICTS FOR GRANTS TO COMMUNITY-BASED ORGANIZATIONS TO BENEFIT MIAMI-DADE COUNTY; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS TO EXTEND EXISTING COMMUNITY-BASED ORGANIZATION CONTRACTS THROUGH SEPTEMBER 30, 2016; AND WAIVING REQUIREMENTS OF RESOLUTION NO. R-700-13

WHEREAS, based on the fiscal year 2015-2016 adopted budget, a total of $15,318,000.00 in general funds will be allocated for the first 12-month period of the community-based organization grant funding process; and

WHEREAS, on July 1, 2014, this Board adopted Resolution No. R-625-14, which required the development of a new competitive process for the award of grants to community-based organizations and the establishment of a process for receiving and reviewing outside community input regarding the funding priorities approved pursuant to Resolution No. R-380-10; and

WHEREAS, on March 3, 2015, the Board received a memorandum containing the County Mayor's preliminary recommendations, a copy of which is attached to this resolution as Exhibit A and incorporated herein by reference. The Mayor recommended a competitive process

for community-based organization grant funding which included: a process to obtain community input and public comment; restriction of eligibility to apply to 501(c)(3) non-profit organizations; limitation of funding to the provision of direct client services; proposed scoring criteria; an initial list of service priorities and percentage allocations; and a tentative timeline. The Mayor also recommended in his report that an additional amount for grant funding be set aside and divided evenly between the 13 commission districts for allocation by each Commissioner among eligible applicant organizations through an informal competitive application or other process of each Commissioner's choice, similar to the Mom and Pop grant process; and

WHEREAS, during the month of June 2015, Office of Management and Budget staff conducted five publically noticed town hall meetings attended by more than 230 participants, mainly representatives of community-based organizations. Attendees offered general comments, specific recommendations, and public testimony and additional written observations and detailed recommendations were received via a dedicated web page and e-mail address established for this process; and

WHEREAS, Office of Management and Budget staff also met with representatives from a broad cross-section of other local funding sources to discuss the process and obtain their feedback including: United Way, The Miami Foundation, Allegany Franciscan Ministries, Peacock Foundation, The Women's Fund, South Florida Behavioral Network, Inc., Health Foundation of South Florida; Florida Department of Juvenile Justice; Alliance for Aging, Florida Department of Health in Miami-Dade County; Florida Department of Children and Families, The Children's Trust, the County's Youth Crime Task Force, and the Dade-Miami Criminal Justice Council; and

WHEREAS, the Office of Management and Budget staff developed a draft Request for Proposals document that was posted online for industry and public review and comment; and

WHEREAS, based on the extensive input and recommendations received through this community outreach process, the Office of Management and Budget staff prepared the attached Request for Proposals allocating $14,018,000.00 of the budgeted $15,318,000.00 for community-based organization grant funding in the following service priority areas and allocated percentages: Children, Youth and Families (17.5 percent), Special Needs (16 percent), Criminal Justice (16 percent), Elder Needs (13.5 percent), Basic Needs (13.5 percent), Children and Adults with Disabilities (6.5 percent), Anti-violence Initiatives (4 percent), Preventive Health (4 percent), Immigrants/New Entrants (4 percent), Workforce Development (4 percent), and Other, including Community/Economic Development (2 percent); and

WHEREAS, of the budgeted $15,318,000.00 for community-based organizations, the Board wishes to set aside $1,300,000.00, with $100,000.00 evenly apportioned to each commission district, for allocation by each Commissioner to non-profit 501(c)(3) community-based organizations in the form of social service grants to benefit Miami-Dade County; and

WHEREAS, each Commissioner will conduct an informal competitive application process or other process of each Commissioner's choice, similar to the Mom and Pop grant process, for the selection of such community-based organizations; and

WHEREAS, during the time required to complete the competitive Request for Proposals process requested in this resolution, the Board wants to ensure that current community-based organization grant funding remains in place by allowing the County Mayor or County Mayor's designee to extend existing community-based organizations grant agreements through September 30, 2016,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Incorporates and approves the foregoing recitals as if fully set forth herein.

Section 2. Directs the County Mayor or County Mayor's designee to advertise the Request for Proposals, in substantially the form attached hereto as Exhibit B and incorporated herein by reference, for the award of $14,018,000.00 in social service grants to community-based organizations. The County Mayor or County Mayor's designee is authorized to issue addenda as necessary to address issues that may arise during the period the Request for Proposals is advertised. The County Mayor or County Mayor's designee shall include in the memorandum to the Board recommending the grant awards what addenda, if any, were issued.

Section 3. Directs the County Mayor or County Mayor's designee to place the Request for Proposals grant award funding recommendations as an action item on an appropriate Board agenda for this Board's review and consideration.

Section 4. Adopts the community-based organization grant funding process, service priority areas, and funding allocations described in the Request for Proposals.

Section 5. Sets-aside $1,300,000.00 equally between the 13 commission districts, with $100,000.00 apportioned to each commission district for allocation to non-profit, 501(c)(3) community-based organizations in the form of social service grants to benefit Miami-Dade County. The commission district allocations shall be awarded via an informal competitive application process or other process, similar to the Mom and Pop grant process. Allocations may be made by motion or resolution approved by the Board of County Commissioners.

Section 6. Authorizes the County Mayor or County Mayor's designee to execute amendments to existing community-based organization continuation contracts to extend the term of these agreements through September 30, 2016.

Section 7. Waives the requirements of Resolution No. R-700-13 that no more than 25 percent of a Community Based Organization's administrative budget may be paid from Miami-Dade County General Funds.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson, and the Co-Sponsors are Commissioner Sally A. Heyman and Commissioner Barbara J. Jordan. The foregoing resolution was offered by Commissioner **Audrey M. Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**nay**		
Esteban L. Bovo, Jr., Vice Chairman	**nay**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Estephanie S. Resnik
Eduardo W. Gonzalez

EXHIBIT A

Memorandum

MIAMI-DADE COUNTY

Date: March 3, 2015

Agenda Item No. 14(B)1
April 21, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: New Competitive Process for Grants to Community-Based Organizations

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Pursuant to Resolution R-625-14, this report provides the Board of County Commissioners (Board) with recommendations to create a new competitive process for the awarding of grants to community-based organizations (CBOs) in FY 2015-16, including a mechanism for receiving and reviewing community input related to such a process and incorporating a performance review and reporting process pursuant to Resolution R-142-15, which was approved by the Board on February 3, 2015.

Background

The Board has provided continuation funding as part of the budget process to organizations included in the CBO list for over ten (10) years. A portion of these grants were initially awarded by the Board as a result of a past competitive process conducted in 2003 by the Alliance for Human Services (AHS), an independent nonprofit. The remaining awards on the list were originally made as direct, non-competitive allocations by the Board. In 2007, the AHS again issued a competitive solicitation that was later rescinded and the Board instead approved continuation funding.

The Board approved the last competitive solicitation for CBO funding and related service priorities and percentage allocations on April 6, 2010, which was the result of prior Board action in April 2008 to approve a model CBO grant process and establish the Community-based Organization Advisory Board to recommend policies, goals, objectives, funding priorities, and percentage allocations to the Board. As a result, the County issued *RFP No. 0411* and award recommendations were sent to the Board in February 2011. More than 300 organizations submitted nearly 600 individual service proposals and requested more than $80 million, although less than $20 million was available to be allocated. The proposals were reviewed by 29 five-member review teams, comprised of 145 committee members and eight (8) non-voting chairpersons. It is important to note that creating and conducting such a process consumed considerable time and resources for the County, participating CBOs, and other interested parties and volunteer reviewers. Ultimately, the award recommendations were never acted upon and continuation funding was once again approved for the balance of FY 2010-11 and FY 2011-12 through two (2) separate Board actions.

Process

As required by Resolution R-625-14, it is recommended that the County establish a process to obtain community input, inclusive of public comment. This process will be facilitated by the Office of Management and Budget. This community and public input would include discussions of the proposed process, service priorities, and funding allocations with other local funders of human and social services, such as the United Way, the Children's Trust, the Alliance for Aging, the Women's Fund, Florida Department of Children and Families, Florida Department of Juvenile Justice, and the Miami Foundation, among others. In addition, it is recommended that five (5) publicly-noticed town hall meetings be conducted throughout the County to obtain public comment and receive testimony from CBOs and other interested parties. Finally, a web page and dedicated e-mail address will be created to obtain additional feedback and input from the providers and the community.

The recommended solicitation process is based on a standard County procurement utilizing a request for proposals process that has been modified slightly for use in allocating CBO funding to human and social services organizations. It is recommended that the Cone of Silence and appeals process requirements be waived in order to facilitate communication, as well as the provision of technical assistance to organizations that may never have been required to prepare a formal grant application, and to minimize costs and time required to conduct the County's formal appeal process. A CBO may directly appeal to the Board on the date of final award. Additionally, criminal justice-related funding subject to the recommendations of the County's Youth Crime Task Force and the Dade-Miami Criminal Justice Council would be included in the competitive solicitation as a separate category of funding and a separate solicitation would be issued for related program evaluation services. An initial 12-month contract term is recommended, with up to two (2) additional one-year options to renew based on performance and at the County's sole discretion. A CBO whose contract is terminated or found to be in breach of the agreement will not be eligible for contract renewal, and organizations will be required to successfully close out the prior year contract to be eligible for renewal.

Eligibility to apply for CBO funding would be limited to 501(c)3 nonprofit organizations located in Miami-Dade County that provide human and social services directly to clients. Service coordination and capacity building programs will not be considered for funding as part of this process. All applicant organizations will be subject to the requirements of Resolution R-630-13, including the submission of a detailed project budget, sources and uses statement, default certifications, and a due diligence check. The results of the due diligence review conducted by staff will be shared with evaluation/selection committee members for their consideration in scoring applications. Administrative costs would be limited to no more than 15 percent of the program budget.

In light of limited human and social services funding available in the community and the creation of a new competitive contracting process, the Board may wish to review the practical implications of the requirements of Resolution R-700-13, which requires that no more than 25 percent of a CBO's total administrative budget may be paid from County general funds. This restriction presents significant challenges for many local CBOs, which in part led the effective date of the legislation to be postponed twice. The Board may wish to reconsider this legislation and instead consider rewarding applicant CBOs with application scoring criteria that awards points for diversified agency funding and limited and/or low administrative costs.

Scoring Criteria

Review and scoring criteria are tentatively recommended as follows, subject to modification based on feedback obtained during the community and public comment process and Board approval:

1. Statement of Need	20 points
2. Organizational Capacity and Staffing Plan	15 points
3. Program Plan	35 points
4. Collaboration and Coordination of Services	10 points
5. Budget, Administrative Costs, and Funding Mix	20 points
Total:	**100 points**

Additional scoring criteria may include past performance and the ability to deduct up to five (5) points based on a past contract suspension, termination, breach, or other significant past poor performance or significant findings as a result of due diligence. Bonus points could be awarded for organizations that provide services in designated target areas or to address particular Board adopted critical priorities.

Service Priorities, Percentage Allocations, and Funding Model

The service priorities and percentage funding allocations included in previously issued *RFP No. 0411* will serve as the starting point for discussions with other local funders, the community, and the public input process. Final recommended priorities and percentage allocations will be brought back to the Board for approval as part of the draft competitive solicitation document. These priorities and allocations are:

1. Basic Needs	12.5%
2. Children and Adults with Disabilities	6.5%
3. Children, Youth, and Families	21.5%
4. Criminal Justice	15.0%
5. Elder Needs	13.5%
6. Health	4.0%
7. Immigrants/New Entrants	4.0%
8. Other, including Economic Development	2.0%
9. Special Needs	16.0%
10. Workforce Development	4.0%
11. Criminal Justice Program Evaluation (separate solicitation)	1.0%

The total funding available for allocation through this process and annually thereafter to exercise renewal funding is subject to the appropriation by the Board through the annual budget process. All award recommendations developed by evaluation/selection committees appointed by the Mayor in accordance with County procurement requirements will be brought to the Board for final approval. It is further recommended that an additional amount be set aside and divided evenly between the 13 Commission Districts for allocation by each Commissioner among eligible applicant organizations, through a selection process of their choice, similar to the Mom and Pop grant process.

Timeline

The proposed tentative timeline is attached and is subject to change based on the timeliness of completing each step in the process and its required Board action. Although specific dates may change, the timeline is offered to provide a rough approximation for the time necessary for each step and the proper sequence of events.

The process, timeline, and procedural recommendations presented in this report are based on the past experience gained in developing and conducting *RFP No. 0411* and other similar grant processes.

It is the intention of the Administration, with the Board's concurrence, to conduct the community and public comment process, release a draft solicitation to obtain industry feedback, and bring a final draft of the proposed request for proposals document to the Board, including contract requirements, scoring criteria, service priorities, and percentage allocations.

If you have any questions or concerns, please feel free to contact Deputy Mayor Edward Marquez at 305-375-1451.

Attachment

c: Robert A. Cuevas, Jr., County Attorney
Office of the Mayor Senior Staff
Jennifer Moon, Budget Director, Office of Management and Budget
Charles Anderson, Commission Auditor

mayor01915

CBO Competitive Solicitation Process
PROPOSED Timeline

February/March 2015	Process and document development
March/April 2015	Meetings with local funders; community comment and public input (five Town Hall meetings and online comment portal)
May 2015	Analyze community feedback and finalize draft RFP document; release draft RFP for industry comment and obtain feedback
June 2015	Board approval of final RFP; RFP released
July 2015	Pre-proposal conferences (five held throughout the county)
September 2015	Proposal submission deadline
September/October 2015	Staff due diligence review
November 2015	Proposal Cure Period
December 2015	Evaluation/Selection Committee Trainings
January 2016	Evaluation/Selection Committee meetings
February 2016	Mayor issues funding recommendations
March 2016	Appeals process
March/April 2016	Board approval of award recommendations
May 2016	Anticipated contract start date

MIAMI-DADE COUNTY

REQUEST FOR PROPOSALS (NO. CBO1516)
FISCAL YEAR (FY) 2015-16 HUMAN AND SOCIAL SERVICES
COMMUNITY-BASED ORGANIZATION FUNDING

ATTENDANCE AT ONE PRE-PROPOSAL CONFERENCE
IS STRONGLY ENCOURAGED

ISSUING DEPARTMENT:
Miami-Dade County, Office of Management and Budget – Grants Coordination
Stephen P. Clark Center
111 NW 1st Street, 22nd Floor
Miami, Florida 33128

RFP Contracting Officer: Daniel T. Wall, Assistant Director
Telephone: (305) 375-4742 & Fax: (305) 375-4049
DTW@miamidade.gov

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN XXXDAY, DECEMBER XX, 2015 BY 2:00 P.M.
AT THE
CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK CENTER
111 NW 1st STREET, SUITE 17-202
MIAMI, FLORIDA 33128-1983

THE CLERK OF THE BOARD BUSINESS HOURS ARE 8:00 A.M. TO 4:30 P.M., MONDAY THROUGH FRIDAY. THE CLERK OF THE BOARD IS CLOSED ON HOLIDAYS OBSERVED BY THE COUNTY. ALL PROPOSALS RECEIVED AND TIME STAMPED BY THE CLERK OF THE BOARD PRIOR TO THE PROPOSAL SUBMITTAL DEADLINE SHALL BE ACCEPTED AS TIMELY SUBMISSIONS. PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILTY OF THE PROPOSER. THE COUNTY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL DELIVERY OR CAUSED BY ANY OTHER OCCURENCE. ALL EXPENSES INVOLVED WITH THE PREPARATION AND SUBMISSION OF PROPOSALS TO THE COUNTY, OR ANY WORK PERFORMED IN CONNECTION THEREWITH, SHALL BE BORNE BY THE PROPOSER(S). REQUESTS FOR ADDITIONAL INFORMATION OR INQUIRIES MUST BE MADE IN WRITING AND RECEIVED BY THE COUNTY'S CONTACT PERSON LISTED ABOVE. THE COUNTY WILL ISSUE RESPONSES TO INQUIRIES AND ANY CHANGES TO THIS SOLICITATION IT DEEMS NECESSARY IN WRITTEN ADDENDA ISSUED PRIOR TO THE PROPOSAL DUE DATE. PROPOSERS WHO OBTAIN COPIES OF THIS SOLICITATION FROM SOURCES OTHER THAN THE COUNTY'S OFFICE OF MANAGEMENT AND BUDGET - GRANTS COORDINATION OR ITS WEBSITE AT http://www.miamidade.gov/grants/community-based-organization-rfp.asp RISK THE POSSIBILITY OF NOT RECEIVING ADDENDA AND ARE SOLELY RESPONSIBLE FOR THOSE RISKS.

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, GENDER IDENTITY, RACE, ANCESTRY, NATIONAL ORIGIN, CREED, RELIGION, COLOR, FAMILIAL STATUS, SEXUAL ORIENTATION, PREGNANCY, OR DISABILITY.

FY 2015-16 HUMAN AND SOCIAL SERVICES COMMUNITY-BASED ORGANIZATION FUNDING REQUEST FOR PROPOSALS NO. CBO1516

Table of Contents

Section		Page
1.0	Project Overview, Background, and General Terms and Conditions	1
2.0	RFP Requirements	6
3.0	Scope of Services	7
4.0	Audit Requirements	14
5.0	Application Procedures and Timetable	14
6.0	Evaluation and Selection Process of Applications	20
7.0	Miami-Dade County Terms and Conditions of Contract Award	26
8.0	Application Checklist for Fully Completed Application and Prescribed Order	28

Appendices

A.	Cover Sheet and Checklist	A
B.	Proposal Narrative	B
C.	Budget Forms and Budget Instructions	C
D.	Label	D
E.	Miami-Dade County Affidavits and Requirements	E
F.	Miami-Dade County Vendor Registration Package (for information only)	F
G.	Board of Director's Form	G
H.	Collusion Affidavit	H
I.	Due Diligence Checklist	I
J.	Draft Agreement	J

FY 2015-16 HUMAN AND SOCIAL SERVICES COMMUNITY-BASED ORGANIZATION FUNDING REQUEST FOR PROPOSALS (RFP) NO. CBO1516

1.0 Project Overview and General Terms and Conditions

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Office of Management and Budget - Grants Coordination (OMB) is accepting proposals from non-profit 501(c)(3) organizations for the provision of human and social services for Miami-Dade County residents. The County anticipates awarding an annual contract with up to two one year options to renew at the County's sole discretion with a Contract Period starting February 1, 2017 through January 31, 2018.

1.1 Definitions

The following words and expressions used in this Request For Proposals (RFP) shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this RFP, also to be known as "the prime Contractor."
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity, or organization submitting a response to this RFP.
4. The words "Scope of Services" to mean Section 3.0 of this RFP, which details the work to be performed by the Contractor.
5. The word "RFP" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
6. The word "Employee" to mean any person paid by the Contractor to furnish part-time or full-time labor hours in connection with the services to the County, whether directly or indirectly on behalf of the Contractor.
7. The word "Subcontractor" to mean any person, firm, entity, or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
8. The word "Vendor" to mean any person, firm, entity, or organization other than subcontractors or employees paid by the Contractor to furnish labor including temporary employment, labor materials, supplies, products, and/or any other services directly in connection with the services to the County.
9. The words "Work," "Services," "Program," or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this RFP.
10. The word "Department" to mean the Office of Management and Budget - Grants Coordination (OMB).

1.2 General Proposal Information

Note that this RFP is for the distribution of grants, and not a competitive procurement process for the selection of persons or entities to construct public improvements, provide supplies, materials or services, or to lease any County property. This is not a competitive procurement process for the purchase of goods and services. Normal procurement processes do not apply except to the extent the County has expressly opted to incorporate them herein.

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope(s) and budget(s);

postpone or cancel at any time this RFP process; or waive any irregularities in this RFP or in the responses received as a result of this process. The County reserves the right to request and evaluate additional information from any respondent after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this RFP, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this RFP which the Proposer considers to be a trade secret, proprietary, or confidential. The submission of any information to the County in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this RFP, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.3 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners, or their respective staffs;
- County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the RFP document;

- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail sent to the RFP Contracting Officer, Daniel T. Wall at dtw@miamidade.gov, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

1.4 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 ($10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.5 Lobbyist Contingency Fees

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which forseeably will be heard or reviewed by the County Commission or a County board or committee.

1.6 Collusion

A Proposer shall certify by completing and executing a Collusion Affidavit, attached hereto as Appendix H, that they are not related to any of the parties bidding in the competitive RFP, and that the Proposer's proposal is genuine and not a sham or is collusive or made in the interest or on behalf of any person not named in the Collusion Affidavit. The Proposer must also certify that they have not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing. The Proposer shall further certify that they have not in any manner sought by collusion to secure to the Proposer an advantage over any other proposer. **Failure to provide a Collusion Affidavit within five (5) business days after the**

recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid/proposal.

1.7 Background

On April 8, 2008, the Board of County Commissioners (BCC) established the Community-Based Organization Advisory Board (CBOAB). The CBOAB was comprised of twenty-one (21) members representing community, business, civic, education, non-profit, social service, service recipient, and religious groups, including the following organizations: United Way of Miami-Dade, The Children's Trust, Dade Community Foundation, Greater Miami Chamber of Commerce, National Association for the Advancement of Colored People, Greater Miami Religious Leaders Coalition, and the Alliance for Aging, Inc. The CBOAB was primarily charged with the responsibility of recommending to the BCC policies, goals, objectives, and strategic investments related to Human and Social Services CBO Funding.

To this end, the CBOAB met several times during the months of October, November, and December 2008 to hear presentations from local experts and representatives of other funding sources, review community needs assessment data, obtain input from non-profit service providers and CBOs, and discuss and formulate recommendations for the Board. The meetings were facilitated by the Director and staff of the Office of Grants Coordination and staff from the County Executive Office. There were also four Community Needs Forums held in various locations throughout the County on evenings and weekends. These meetings and discussions culminated in a daylong retreat on December 19, 2008 where the CBOAB finalized its recommendations to the BCC. In developing its recommendations the CBOAB took into consideration community needs, an inventory of local funding of human, social, and criminal justice-related services from County and non-County sources, and current and past levels of funding from the County. Decisions were made utilizing a consensus-based process, and all final recommendations were adopted by a formal vote of the members.

The CBOAB adopted a funding framework that emphasized the importance of developing a Request for Proposal (RFP) process that is data-driven, research-based, and would be inclusive and responsive to all sectors of Miami-Dade County. The CBOAB adopted the following Vision and Guiding Principles that form the basis for this RFP:

> ***Vision: A prosperous and dynamic Miami-Dade County where residents are able to live, work, and be safe in their communities; where basic needs are met and residents are working towards self sufficiency; where residents are healthy; where there is appreciation, appropriateness, and sensitivity towards the diversity of our community; where individuals can fulfill their potential to become productive citizens, and where those least able to look after themselves are cared for.***

Guiding Principles:

- Funding should focus on prevention, early intervention, and preventing institutionalization
- Programs and services must be effective, fit community need(s), and be accountable based on the relative size of investment
- Multi-year funding should be based on an annual review of provider performance
- Local funds should be utilized to leverage other non-County funding
- Reasonable administrative costs should be allowed
- Maintain continuity of community-based services
- Programs and services should be based, wherever possible, on proven practices, be evidence-based, have a proven track record, and be scale appropriate

- Programs and services should be culturally appropriate and client-centered
- Funding should promote community/consumer leadership, citizenship, and civic participation
- Increase the emphasis on training and employment due to economic circumstances
- Funding should promote cooperation and collaboration among agencies
- The funding process should be flexible and services should be comprehensive and holistic
- County support should be used to supplement, not supplant funding from other sources

On July 1 2014, the Miami-Dade County Board of County Commissioners unanimously adopted Resolution No. R-625-14 which directed the Mayor to develop a new competitive process for the award of grants to community-based organizations and establish a process for receiving and reviewing outside community input regarding the funding priorities approved pursuant to Resolution No. R-380-10. On March 3, 2015, the Mayor issued a memorandum to the Board that outlined preliminary recommendations for the new competitive process for grants to community-based organizations which included: a process to obtain community input and public comment; 501(c)3 organizations as eligible applicants; funding limited to direct client services; proposed scoring criteria; initial list of service priorities and percentage allocations; a District set-aside process; and a tentative timeline. Resolution No. R-625-14 was subsequently amended by Resolution No. R-338-15 and directed the Mayor to present to the Board a request of proposals to award grants to community-based organizations and to include anti-violence initiatives as a service priority area category and allocate at least four (4) percent of the available funding to this category.

During the month of June, 2015, OMB staff conducted five (5) publically noticed town hall meetings attended by more than 230 participants, mainly representatives of community-based organizations. Attendees offered general comments, specific recommendations, and public testimony to share their thoughts about the process. An additional 27 written observations and detailed recommendations were received via the dedicated web page and e-mail address established for this process. Comments ranged from submission procedures to the proposed timeline and from funding priority categories to evaluation criteria and weighted points. OMB staff also met with representatives from a broad cross-section of other local funding sources to discuss the process and obtain their feedback including: United Way; The Miami Foundation; Allegany Franciscan Ministries; Peacock Foundation; The Women's Fund; South Florida Behavioral Health Network, Inc.; Health Foundation of South Florida; Florida Department of Juvenile Justice; Alliance for Aging; Miami-Dade County Health Department; Knight Foundation; Florida Department of Children and Families; and The Children's Trust. Representatives from the County's Youth Crime Task Force and the Dade-Miami Criminal Justice Council were also consulted.

Staff reviewed all of the feedback and recommendations and developed a draft RFP document that was posted online for industry and public review and comment. Further comments and recommendations were again reviewed and final recommendations and draft RFP documents were presented to the Board for consideration. On January 20, 2016, the Miami-Dade County Board of County Commissioners authorized the advertisement and release of the RFP for Social Services Grants to Community-Based Organizations.

1.8 PROJECTED FUNDING LEVELS

The following service priority areas are fully described in ***Section 3.0, Scope of Services,*** of this RFP. **The final amounts to be awarded in each category, and availability of all funding, are at the sole discretion of the Board of County Commissioners.**

Service Priority Area		% Allocation
I.	**Children, Youth and Families**	17.5%
II.	**Special Needs**	16.0%
III.	**Criminal Justice**	16.0%
IV.	**Elder Needs**	13.5%
V.	**Basic Needs**	12.5%
VI.	**Children and Adults with Disabilities**	6.5%
VII.	**Anti-violence Initiatives**	4.0%
VIII.	**Preventative Health**	4.0%
IX.	**Immigrants/New Entrants**	4.0%
X.	**Workforce Development**	4.0%
XI.	**Other, including Community Economic Development**	2.0%
TOTAL		100.0%

2.0 RFP Requirements

A. Eligibility to apply for CBO funding is limited to 501(c)(3) organizations. An IRS letter of determination of 501(c)(3) status, dated prior to the RFP submission deadline, must be included as part of the agency's proposal submission. This documentation should also be submitted for any nonprofit subcontractors. **Include this documentation as directed in Section 8.0 of this RFP.** The County, at its sole discretion, may consider any extenuating circumstances regarding the provision of required documentation if adequate justification, explanation, and supporting documentation is provided as it relates to I.R.S.-related letters or forms. Failure to be a 501(c)(3) as of the time of the RFP submission deadline will render the proposal non-responsive.

B. Multiple Applications: Proposer organizations may NOT submit multiple program requests for the same program under more than one service priority area. An agency that chooses to submit multiple program requests must do so in a single application. Separate program requests may be submitted under one service priority area.

C. Funding Cap: The maximum amount of funding that any one organization can request from this RFP cannot exceed $1,000,000.

D. Administrative Cost Cap: Administrative costs may not exceed 25% to 45% of the total funding received for any one program. The County shall develop a formula as to the appropriate administrative costs cap for Proposer organizations within the 25% to 45% range

based on the actual applications received. The County's administrative cost formula may consider, but not be limited to: (1) size of the organization's total budget; (2) percentage of the organization's total budget allocated to administrative costs; (3) percentage of the total grant funding requested allocated for administrative costs; (4) number and diversity of revenue streams and funding sources; (5) internal organizational administrative cost allocation methodology; (6) narrative justification; and (7) other relevant factors.

E. Allowable Services: Only direct client services will be considered and recommended for funding under this RFP. Medical care and capacity building services are not an allowable use of funding under this RFP. Education, training, and outreach provided directly to residents, individual clients, families, caregivers, or at-risk populations will be considered direct services under this RFP.

F. Miami-Dade County Oversight: The Office of Management and Budget - Grants Coordination (OMB) is responsible for the continued development and implementation of the Human and Social Services CBO funding process, including contract oversight and administration and management of the provider process.

G. Copies of the Miami-Dade County Request for Proposal No. CBO1516, "Human and Social Services Community-Based Organization Funding," are available at the following location:

Miami-Dade County
Office of Management and Budget - Grants Coordination
Stephen P. Clark Center
111 NW 1st Street
22nd Floor
Miami, FL 33128
(305) 375-4742

OR, a copy of all RFP files and subsequent addendum may be downloaded, after registering as a potential proposer, at http://www.miamidade.gov/grants/community-based-organizations-rfp.asp.

3.0 Scope of Services

It is within the parameters of this RFP that at the sole discretion of the County, the County may allow renegotiation of the contract scope within the same service category or priority area in executing contracts as provided for in this RFP.

I. Children, Youth, and Families

- **Programs supporting community-wide core services for children, youth, and families**

Activities in this service priority include but are not limited to:

- Parenting services aimed to prevent and reduce instances of child neglect/abuse
- Supportive services for young adults transitioning from foster care to independent living
- Services for relative care givers
- Positive youth development to include health education and life skills training

- Alternative choices to youth and families
- Teen parenting skills, development, and/or prevention
- School readiness and academic performance improvement services
- After school and/or out of school programs
- Stay in school and parental skills training
- Shelter for at-risk youth
- Positive early child development services, including early literacy

Examples of performance/outcome measures:

- 80% of children will improve one grade level in reading/math after completion of tutoring sessions
- 80% of youth will increase knowledge of health education as measured by pre and post-test scores

- **Participatory recreational or educational activities for youth or families in public parks or facilities open to the general public**

Activities in this service priority include but are not limited to:

- After school recreational programs
- Purchase of supplies and equipment for recreational activities
- Transportation services
- Instructional coaching and umpiring services

Examples of performance/outcome measures:

- 100% of program participants will have improved access to recreational services
- 100% of program participants will have access to safe and new sporting goods and equipment

II. Special Needs

This category of service includes the following areas:

- **Programs providing services to victims of domestic violence, sexual assault, or other forms of violence**

Activities in this service priority include but are not limited to:

- Emergency housing/shelter for victims with adolescent children
- Family or caregiver education and training in all aspects of domestic violence including the elderly, persons with disabilities, and immigrants and new entrants
- Programs for youth victims of sexual assault
- Specialized services for children who are witnesses of violence or otherwise impacted by violence

Examples of performance/outcome measures:

- 100% of domestic violence survivors will be referred to the nearest domestic violence center for services, as needed
- 75% of domestic violence participants will follow a safety plan for at least 90 days following initial contact

- **Programs providing countywide mental health services**

Activities in this service priority include but are not limited to:
- Comprehensive services for children, youth, or adults with intellectual disabilities or who suffer from mental illness
- Mental health evaluations for children or adults
- Mental health treatment and post-treatment services to children and adults
- Employment training and services to mentally ill adults
- Mental health jail diversion services

Examples of performance/outcome measures:
- 100% of clients are linked to permanent housing upon discharge
- 100% of clients will receive targeted case management services

- **Matching funds support for programs providing countywide and neighborhood-based homeless services**

Activities in this service priority include but are not limited to:
- Homeless prevention case management including assessment and one-time rental subsidies
- Expansion of homeless outreach services
- Assistance to homeless persons in obtaining vital identification and personal documents
- Rental and eviction assistance services

Examples of performance/outcome measures:
- 100% achievement of performance measures required by the Miami-Dade County Homeless Trust for the housing programs and/or services receiving funding

- **Countywide and neighborhood-based substance abuse treatment programs to include prevention and education services to children and young adults**

Activities in this service priority include but are not limited to:
- Services to children of parents who are substance abusers and to parents of children who are substance abusers
- Substance abuse related services
- Services to substance abusers with co-occurring disorders in a pre-trial program
- Services to youth and adults diagnosed with co-occurring disorders that include step-down phases to facilitate individual integration into the community
- Post-treatment recovery programs that aim to keep the family intact and facilitate post-treatment employability and educational skills with emphasis on services to farm workers and victims of abuse or domestic violence

Examples of performance/outcome measures:
- 70% of adult clients will successfully complete treatment
- 50% of program participants will remain clean and sober after ninety (90) days

III. Criminal Justice (CJ): Evidence-based program and service models recommended by the Youth Crime Task Force and the Dade-Miami Criminal Justice Council. Programs offering services for criminal justice-involved youth, families, and others. Criminal Justice-related Program Evaluation will be included in a separate solicitation.

Activities and related percentage funding allocations in this service priority include and are limited to:

- Community Supervision and Intervention (CSI) [23% of CJ Allocation]
- Family Empowerment Programs (FEP) [13% of CJ Allocation]
- Family Intervention Services: FUNCTIONAL FAMILY THERAPY (FFT) [19% of CJ Allocation]
- Family Intervention Services: MULTI-DIMENSIONAL FAMILY THERAPY (MDFT) [4% of CJ Allocation]
- Family Intervention Services: BRIEF STRATEGIC FAMILY THERAPY (BSFT) [4% of CJ Allocation]
- Girls Intervention Program (GIP) [5% of CJ Allocation]
- Weapons Intervention Program (WIP) [8% of CJ Allocation]
- Sibling Prevention Program (SPP) [6% of CJ Allocation]
- 12 and Under Project - SNAP™ [5% of CJ Allocation]
- Juvenile Drug Court Support: Assessment and Case Management [3% of CJ Allocation]
- Criminal Justice Program Evaluation [10% of CJ Allocation]

PLEASE NOTE: Organizations that plan to apply for Youth Crime Task Force or Dade-Miami Criminal Justice Council funding in this category must visit the following website: http://www.miamidade.gov/grants/community-based-organization-rfp.asp in order to download more detailed descriptions and performance/outcome measures of the approved science and evidence-based interventions that will be funded in this category.

IV. Elder Needs

- **Programs supporting countywide and/or neighborhood-based elder care services**

Activities in this service priority include but are not limited to:

- Nutrition Services
- Home-based services for frail elderly
- Respite care for caregivers and elders
- Linkage to services after discharge from a medical facility
- Early intervention services to maintain a safe and stable environment
- Transportation services for elderly clients
- Adult day care center services
- Center-based socialization and recreational services
- Respite care to caregivers/relatives of elderly clients living with Alzheimer's
- Services that address disabilities due to aging

Examples of performance/outcome measures:

- 100% of elder program participants will experience decreased isolation as measured by Quality of Life indicators
- 100% of elder program participants will have improved access to their medical appointments

V. Basic Needs

- **Programs targeting poverty and hunger**

Activities in this service priority include but are not limited to:

- Food recovery and distribution
- Nutritional education and referral to services
- Neighborhood-based helpers for service access, education, and public benefit enrollment
- Development and/or expansion of one-stop comprehensive services/activities to address hunger and poverty needs
- Financial literacy and predatory lending educational services
- Bulk purchases of basic essentials
- Maintenance of safe living environments
- Emergency basic needs services (personal disaster assistance)

Examples of performance/outcome measures:

- 100% of low income participants will have access to food
- 100% of low income participants will have access to low cost home repairs

VI. Children and Adults with Disabilities

- **Programs offering services to children and adults with developmental disabilities, and those programs supporting countywide core service programs for children and adults with physical and sensory disabilities**

Activities in this service priority include but are not limited to:

- Resource specialists to assist children and adults with developmental disabilities to access services in the location of their choice and to assist children aging out of child services
- Outreach and education programs on adaptive/special equipment and disaster preparedness
- In-home support and out of home services and therapies for adults with physical, sensory, or developmental disabilities
- Services to facilitate transitioning from school to work
- Respite support for caregivers and adults with physical, sensory, or developmental disabilities
- Supervised out of school care or after work care for children and adults with physical, sensory, or developmental disabilities
- Cultural enhancement activities for children and adults with physical, sensory, or developmental disabilities
- Job training for persons with disabilities
- Transportation for adults and children with disabilities
- Community-based services for children and adults with physical, sensory, or developmental disabilities

Examples of performance/outcome measures:

- 75% of program participants will be placed and employed within the program year
- 100% of program participants will have improved access to their medical appointments

VII. Anti-violence Initiatives

- **Programs supporting anti-violence initiatives**

Activities in this service priotiy include but are not limited to:
- Initiatives targeting at-risk children or youth
- Preventative education and outreach programs
- Anti-violence training and support

Examples of performance/outcome measures:
- The number of and percentage of participants that complete the program
- 100% of participants increase their knowledge and skills regarding alternatives to violence

VIII. Preventative Health

- **Programs offering preventative health and promoting access to health services**

Activities in this service priority include but are not limited to:
- HIV/AIDS Prevention and Early Intervention Services for high-risk residents
- Programs to educate consumers on health literacy and how to access services
- Home delivered meals to low income medical patients
- Health and wellness programs for the community
- Access to health programs: community health workers to work with communities and neighborhoods at-large
- Access to health programs: case management
- Health education for children

Examples of performance/outcome measures:
- 90% of program participants will increase their knowledge of HIV transmission as measured by pre and post-test scores
- 75% of program participants will stop smoking for ninety (90) days or more

IX. Immigrants/New Entrants

- **Programs providing services to immigrants and new entrants who are currently not eligible to receive federally-funded services**

Activities in this service priority include but are not limited to:
- Community-based adaptation and socialization (acculturation facilitation services)
- Facilitating access to social services and academic and vocational training
- Legal services for immigrants (documented and undocumented)
- Services to immigrant farm workers
- Services for unaccompanied minors

Examples of performance/outcome measures:
- 75% of immigrant farm workers will have access to case management services

- 75% of immigrants/new entrants will be placed and employed after completing vocational training

X. Workforce Development

- **Programs supporting countywide employment and training**

Activities in this service priority include but are not limited to:
- Vocational mentoring program for at-risk youth
- Coaching for hard-to-serve job seekers
- Demonstration employment and job readiness programs
- Teen employment programs
- Workforce development
- Summer youth employment

Examples of performance/outcome measures:
- 75% of program participants will be placed and employed within the program year
- 90% of youth will retain their employment throughout the summer

XI. Other, Including Community Economic Development

- **Linkages to service provision**
- **Legal services to low-income residents**
- **Gay, Lesbian, Bisexual, and Transgender (GLBT) services**
- **Transportation services**
- **Diversion and re-entry for recently incarcerated individuals**
- **Community economic development programs**
- **Other**

Activities in this service priority include but are not limited to:
- Information and referral services
- Non-immigration legal services
- Human service-related transportation services
- Literacy proficiency and job readiness for incarcerated individuals at their point of entry, during their incarceration, and upon release
- Offender diversion programs
- Technical support to small businesses
- Other programs and services

Examples of performance/outcome measures:
- 100% of program participants will have improved access to needed services
- 85% of program participants will increase their reading skills as measured by pre and post-test scores

PLEASE NOTE: In addition to workload measures such as the number of clients to be served, the performance/outcome measures listed above are only examples that you may use as a model to develop specific measures for your programs and services. Proposers are required to identify specific workload and performance measures for each program in its proposal. It is important that your proposal/program includes relevant performance and outcomes measures that reflect your program's

ultimate goals. In other words, how will your program delivery make your target population better off for having received your services (i.e., safer, healthier, more informed, etc.)? It is equally important that your outcomes are measurable and that you have the infrastructure and data management systems in place to track your program outcomes.

4.0 Audit Requirements

Proposers must submit, as directed in Section 8.0 of this RFP, one complete copy of your organization's most current certified audit, including related management letters, verifying that the agency is on sound financial footing and able to implement a funded service on a reimbursement basis. Financial statements do not represent a complete audit. Therefore, if a certified audit is not available, financial statements, annual agency-wide operating budget, a description of how the program will be implemented on a reimbursement basis, and detailed plans to comply with contractual audit requirements must be submitted as part of the proposal narrative. At a minimum, your organization's IRS Form 990 must be submitted in the name of the Proposer organization. Failure to submit the IRS Form 990 may cause the County to reject your proposal and your proposal may not be forwarded to an Evaluation/Selection Committee.

5.0 Application Procedures and Timeline

5.1 FY 2015-16 Human and Social Services CBO Funding RFP No. CBO1516 Anticipated Timeline

Any and all dates may be extended at the County's sole discretion.

1/20/16	Approval of CBO Funding Process and RFP by the Board of County Commissioners (BCC)
2/12/16	RFP Released (12:00 noon)
3/4 – 3/28/16	Seven (7) Pre-Proposal Conferences throughout the County (see schedule below)
4/15/16	Deadline for Receipt of Written Questions (5:00 p.m.)
4/19/16	RFP Addendum posted to OMB-GC Website
4/29/16	Proposal Submission Deadline (2:00 p.m.)
5/2 – 5/27/16	Staff Review and Sorting of Proposals
5/30 – 6/10/16	Cure Period
6/13 – 6/17/16	Selection Committees Kickoff Meetings and Trainings
6/27 – 8/26/16	Review/Selection Committee Process
9/9/16	Mayor Issues Preliminary Recommendations for Grant Awards and Criminal Justice Recommendations are Reviewed by the Miami-Dade County Youth Crime Task Force
9/9/16	Appeals Process Starts
9/30/16	Mayor Makes Final Recommendations for Grant Awards
10/18/16	BCC Approval of CBO1516 Grant Awards
11/1/16 – 1/31/17	Contract Negotiation and Execution Process
2/1/17	Anticipated Contract Period Begins

5.2 Designated Contact Person and Technical Assistance

Miami-Dade County is committed to providing technical assistance to prospective Proposers for this RFP. Questions must be submitted in writing, and received by US mail, fax, or e-mail no later than 5:00 p.m., Friday, April 15, 2016. Proposers for these funds are encouraged to submit any written questions about the programmatic or technical aspects of this RFP in writing to the County by delivery, fax, or e-mail by this deadline.

Please address all correspondence to the Designated Contact Person for this RFP:

Daniel T. Wall, Assistant Director
Office of Management and Budget - Grants Coordination
111 NW 1st Street, 22nd Floor
Miami, Florida 33128
(305) 375-4742
Fax: (305) 375-4049
E-mail: DTW@miamidade.gov

Under the Cone of Silence provisions described in Section 1.3 of this RFP, the written submission of questions or attendance at a Pre-Proposal Conference will be the only opportunities to ask technical questions about this RFP.

5.3 Pre-Proposal Conferences

Attendance at one scheduled Pre-Proposal Conference to be conducted by Miami-Dade County is **strongly encouraged**. These sessions will provide an opportunity for Proposers to raise questions about any requirements of this RFP.

Pre-Proposal Conferences will be held on the following dates and times:

1) Main Library, 101 W. Flagler Street, Miami, FL 33130
   Friday, March 4, 2016, 2 pm – 4 pm
2) Miami Beach Regional Library, 227 22nd Street, Miami Beach, FL 33139
   Monday, March 7, 2016, 5:30 pm – 7:30 pm
3) North Dade Regional Library, 2455 NW 183rd Street, Miami, FL 33056;
   Tuesday, March 22, 2016, 2 pm – 4 pm
4) West Dade Regional Library, 9445 Coral Way, Miami, FL 33165
   Wednesday, March 23, 2016, 10:30 am – 12:30 pm
5) South Dade Regional Library, 10750 SW 211 Street, Miami, FL 33189
   Friday, March 25, 2016, 10:30 am – 12:30 pm
6) Main Library, 101 W. Flagler Street, Miami, FL 33130
   Saturday, March 26, 2016, 10:30 am – 12:30 pm
7) Northeast Dade – Aventura Branch Library, 2930 Aventura Boulevard, Aventura, FL 33180
   Monday, March 28, 2016, 2:30 pm – 4:30 pm

5.4 Additional Information/Addenda

Requests for additional information or clarifications must be made in writing and received via fax or e-mail to the Designated Contracting Officer for this RFP no later than 5:00 p.m. on Friday, April 15, 2016. The written request must contain the Proposer's name, organization, address, phone number, fax number, email address, and a reference to this RFP's Title: RFP No. CBO1516, "FY 2015-16 Human and Social Services Community-Based Organization Funding."

Miami-Dade County will issue responses to inquiries and any other corrections or amendments it deems necessary in a written addenda or addendum issued prior to the Application Due Date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in any written addenda/um to this RFP. Where there appears to be conflict between the RFP and any addenda/um issued, the last addenda/um issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda/um. The Proposer should verify with the designated Contracting Officer prior to submitting an application that all addenda/um have been received. Any and all addenda/um will be sent via e-mail to all registered participants in this RFP process and will be made available on the Office of Management and Budget - Grants Coordination website at: http://www.miamidade.gov/grants/community-based-organization-rfp.asp. Proposers are required to acknowledge the number of addenda/um received as part of their application. (See the Acknowledgement of Receipt of Addenda/um Form included in Section 8.0 of this RFP.)

Proposers who obtain copies of this RFP and who do not register with their contact information, or who obtain copies from sources other than those listed in this section of the RFP risk the potential of not receiving a complete document and/or any addenda/um, as their names will not be included on the list of registered agencies participating in the process for this particular RFP. Any such Proposers are solely responsible for those risks.

5.5 Proposal Deadline and Submission Instructions
Proposers have two (2) submission options:

1) **The Proposer must submit one complete signed hardcopy original document as noted below AND one complete electronic copy submitted as one (1) PDF file on a non-rewritable CD-R or DVD-R labeled with the name of the proposing organization on the disc.**

OR

2) **The Proposer must submit one complete signed hardcopy original document clearly labeled as such, as noted below, AND ten (10) copies. For this option, only the original proposal needs to include all of the required attachments.**

Under both options, Proposers must submit a signed hardcopy original, clearly labeled as such, with the RFP title, "RFP No. CBO1516, Human and Social Services Community-Based Organization Funding," in a sealed envelope or container with either a copy on a CD-R or DVD-R or ten (10) hardcopies addressed to Daniel T. Wall, Assistant Director, Miami-Dade County, Office of Management and Budget - Grants Coordination (OMB) to:

Miami-Dade County Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, Suite 17-202
Miami, FL 33128

Applications are due to the Clerk's Office on or before 2:00 p.m. on Friday, April 29, 2016. Applications may be mailed, sent by courier, express-mailed, or hand-delivered to Clerk's Office. Applications cannot be faxed or e-mailed. Proposers are solely responsible for completing the RFP application, following all instructions (required forms, attachments, etc.), and submitting the

materials on time, on or before the submission deadline to the Clerk's Office. The Clerk's Office is open only between the hours of 8:30 a.m. and 4:30 p.m., Mondays through Fridays, excluding County observed holidays.

5.6 Packaging/Labeling FY 2015-16 Human and Social Services CBO RFP No. CBO1516

The information identified in Appendix D entitled Label must be affixed to the outside of the **sealed** envelope or container.

5.7 Minimum Requirements for FY 2015-16 Human and Social Services CBO RFP No. CBO1516

All applications will be screened by Miami-Dade County's Office of Management and Budget - Grants Coordination, to ensure compliance with the following **minimum requirements** for the Human and Social Services Community-Based Organization Funding Request for Proposal No. CBO1516:

1. Timely and complete submission of the application package (See Section 8.0,
    a. Application Checklist for Fully Completed Application and Prescribed Order)
2. Must provide an IRS letter of determination documenting 501(c)(3) status
3. Must provide services in Miami-Dade County
4. Must provide an IRS Form 990 in the name of the proposing organization
5. Must submit one (1) copy of the Proposer's last completed fiscal audit including related management letter and/or financial statements, annual agency-wide operating budget, description of how the program will be implemented on a reimbursement basis, and plans to comply with contractual audit requirements
6. Must provide copies of the two (2) most recent independent site visit monitoring reports issued by applicable funding sources
7. Submission of one signed hardcopy original plus either a complete copy on a CD-R or DVD-R or ten (10) hardcopies copies of the application package

Miami-Dade County is not responsible for making copies or otherwise fulfilling the application requirements for Proposers who do not submit the required documentation, readable CD-R or DVD-R, and/or number of copies. It is the Proposers' responsibility to ensure that their application is timely and complete when submitted and that it contains the necessary components, documentation, and attachments as required by Miami-Dade County.

5.8 Cure Period

A two (2) week Cure Period will commence on May 30, 2016. Proposers will be notified of any technical deficiencies with the proposal via an e-mail sent to the official applicant contact person as shown on the cover of the proposal. This Cure Period allows Proposers to correct any technical deficiencies identified during staff's technical review of the proposal with the submission of additional documentation as may be required by the County. The staff report will identify all technical deficiencies with each application that may be cured such as providing missing forms or budget elements or properly executed forms. Proposers have until June 10, 2016 to submit any and all outstanding or missing documentation information via e-mail or in person to the Office of Management and Budget - Grants Coordination, Contracting Officer, Daniel T. Wall at dtw@miamidade.gov. Changes to narrative elements of the proposal will not be allowed. A deviation from the terms of this RFP may be cured so long as the deviation is immaterial in that it does not provide the proposer with an unfair competitive advantage.

5.9 Pre-Selection Site Visits
Miami-Dade County reserves the right, at its sole discretion, to conduct a pre-selection site visit to review the administrative, programmatic, and fiscal operations of any organization that is being considered for funding under this RFP.

5.10 Pre-Selection Presentations
Miami-Dade County reserves the right, at its sole discretion, to require finalists for this RFP to make a face-to-face presentation to the Evaluation/Selection Committee as the final step in the selection process.

5.11 Modifications
Modifications and/or additions received after the application due date will be considered late except for those modifications and/or additions allowed during the cure period to address technical deficiencies identified by staff.

5.12 RFP Postponement or Cancellation
If for any reason, funds are not allocated or available to support these projects, Miami-Dade County reserves the right to postpone or cancel this RFP at any time. Miami-Dade County may, at their sole and absolute discretion, reject any and all, or parts of any and all applications; re-advertise this RFP; postpone or cancel this RFP process; or waive any irregularities in this RFP, or in the applications received as a result of this RFP.

5.13 Costs Incurred by Proposers
Any and all expenses involved in the preparation and submission of applications under this RFP, or any work performed in connection with development and submission of the application shall be borne by the Proposer(s). No payment will be made for any responses received by Miami-Dade County or for any other effort required of, or made by the Proposers prior to commencement of work, as defined by a contract to be entered into between Miami-Dade County and the entity approved for funding under this RFP.

5.14 Changes/Updates of Proposer's Location or Contact Information
It is the responsibility of the Proposer to update its application concerning any changes in its contact information (i.e., telephone number, address, e-mail address).

5.15 Withdrawal of Applications
Applications shall be irrevocable until contracts are awarded unless the application is withdrawn. An application may be withdrawn, in writing only, addressed to Miami-Dade County's designated Contracting Officer for this RFP as listed in Section 5.2, above.

5.16 Proprietary/Confidential Information
Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as "Public Records Law." Also, all meetings held in conjunction with this RFP process shall be held in compliance with Chapter 286 Florida Statutes, popularly known as the "Sunshine Law."

5.17 Miami-Dade County Affidavits and Contract Requirements
For purposes ofthis RFP, completion of Miami-Dade County Affidavits is a condition of submitting a proposal and Forms A1 – A6 in Appendix E must be completed, notarized, and submitted with the

ORIGINAL proposal. All organizations awarded funding under the RFP will be entering into a contract with Miami-Dade County. Funded agencies will be required to complete the Internal Services Department (ISD) Procurement Management's Vendor Registration online at http://www.miamidade.gov/procurement/vendor-registration.asp prior to the execution of a contract. Failure to register and complete the required registration process in a timely manner will result in the rejection of the application.

Section 7.3 of this RFP contains a detailed description of the vendor registration requirements for Miami-Dade County, including a list of the required affidavits, which are included in Appendices E. and F. To request a copy of any ordinance, resolution and/or administrative order cited in thei RFP, the Proposer must contact the Clerk of the Board at (305) 375-5126.

Please note that it is not necessary to complete the vendor registration process prior to notification of award for the FY 2015-16 Human and Social Services Community-Based Organization Funding – RFP No. CBO1516.

5.18 Affirmative Action/Non-Discrimination in Employment, Promotion and Procurement Practices (Ordinance 98-30)

In accordance with County Ordinance No 98-30, entities with annual gross revenues in excess of $5,000,000.00 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and, ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses. It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their bid/proposal.

5.19 Rights of Protest

This section describes the appeals procedure for this RFP. The basis of any appeal for these grants is limited to failure on the part of the County to follow the process outlined in this RFP document. A written intent to file an informal protest shall be filed with the Clerk of the Board and mailed to the Issuing Department (OMB) within two (2) County workdays of the filing of the Mayor's recommendation. The Mayor's recommendation to award will be e-mailed to all applicants to RFP No. CBO1516. This two-day period begins on the County workday after the filing of the Mayor's recommendation. Such written intent to file an informal protest shall state the particular ground on which it is based.

The protestor shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail a copy to the issuing department (OMB) within two (2) County workdays after the last date to file the written intent of informal protest. A decision regarding the validity of the informal protest will be made within two (2) County workdays of the last day to file pertinent documents and supporting evidence by a three (3) member Informal Appeals Panel appointed by the issuing department. This two-day period begins on the County workday after the last date to file pertinent documents and supporting evidence. Appellants will be notified of the Panel's decision within one (1) day of the Informal Appeals Panel's meeting. This one-day period begins on the County workday after the meeting.

5.20 Exception to the RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Exceptions will only be considered from the selected proposer(s) who have responded to the RFP as specified. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the County shall determine the acceptability of the proposed exceptions. The County, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the County may insist that the Proposer furnish the services described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, the County is under no obligation to accept any exceptions. If no exception is stated, the County will assume that the Proposer will accept all terms and conditions.

6.0 Evaluation and Selection Process of Applications

Following the opening of the first sealed FY 2015-16 Human and Social Services Community-Based Organization Funding RFP No. CBO1516 proposal package at EXACTLY 2 p.m. on Friday, April 29, 2016, at a location to be announced, Miami-Dade County will no longer accept any additional applications for FY 2015-16 Human and Social Services Community-Based Organization Funding.

6.1 Preliminary Screening, Due Diligence (R-630-13), and Report Card (R-142-15)

All proposals will be screened by the Office of Management and Budget - Grants Coordination for compliance with minimum criteria as described in Section 5.7 of this RFP. Proposals that meet the minimum criteria will be considered reviewable. It is the responsibility of the Proposer to verify if their proposal has passed preliminary screening and to correct any and/or all RFP submission requirement deficiencies. Proposers failing to do so will risk that their proposal will not be forwarded for review to the Evaluation/Selection Committees.

As required by Resolution No. R-630-13, a due diligence search and review will be conducted by OMB staff for each Proposer and any proposed subcontractors utilizing a standard checklist developed for this purpose (Appendix I). The CBO Application Report Card results for their proposal will be shared with the proposer, and the proposer shall be given the opportunity to respond in writing during the cure period. The results of this review will be taken into account by the Evaluation/selection Committee when scoring and making award recommendations and will serve as the basis for the CBO Application Report Card in accordance with Resolution No. R-142-15. The CBO Application Report Card will utilize a three (3) tiered rating scale of:

(a) Green – "Compliant"
(b) Yellow – "Caution"
(c) Red – "Concern"

Ratings will be assigned as follows:

(a) Green – No adverse findings
(b) Yellow – One (1) or more unconfirmed, questionable, or minor findings such as late filings
(c) Red – One or more serious findings, violations, or judgements such as an OIG report that includes serious negative findings; criminal disclosure; inactive corporate status; in arrears to IRS or another government entity

The results of the CBO Application Report Card will also be presented to the Board of County Commissioners.

6.2 Past Performance

A Proposer's past performance as a prime contractor or subcontractor on previous Miami-Dade County contracts shall be taken into account in evaluating the proposals received for funding under this RFP.

6.3 Individual and Committee Proposal Rating and Ranking

Reviewable proposals will be evaluated by Evaluation/Selection Committees comprised of approximately one non-voting chair representing the issuing department and five (5) voting members including three (3) appointees of Miami-Dade County and where possible two (2) external appointees. Evaluation/Selection Committee members will have the appropriate professional experience and/or knowledge to evaluate proposals. The County will strive to ensure that the Evaluation/Selection Committees are balanced with regard to ethnicity and gender, and that all reviewers are screened for any potential conflicts of interest. Evaluation/Selection Committees will be organized by service category(ies) and a single application that includes multiple program requests may be reviewed by more than one committee.

Evaluation/Selection Committee members will evaluate and rank proposals within each service category on the criteria listed below. Each program request will only compete with program requests in the same service category. The criteria are itemized with their respective weights for a maximum total of 100 points. A Proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by Evaluation/Selection Committees in accordance with the criteria listed below.

Section	**Maximum Points**
1. Organizational Experience	5
2. Past Performance	-5
3. Target Area/Population and Statement of Need	25
4. Program Plan	25
5. Service Experience, Capacity, and Community Ties	25
6. Collaboration and Coordination	10
7. Budget and Financial Capacity	10
Maximum Score	**100**

6.4 Development of Evaluation/Selection Committee Recommendations

Evaluation/Selection Committee process: Following the preliminary screening, the merits of the reviewable applications will be evaluated by an Evaluation/Selection Committee appointed by the County Mayor. Committee members will receive training from the Office of Management and Budget - Grants Coordination on the nature of the funding priorities, the use of the rating form, confidentiality issues, Cone of Silence regulations, rating criteria, scoring, and other pertinent areas of the evaluation process.

Each reviewer in the committee will receive a copy of the RFP, a set of RFP applications, and the corresponding rating forms at the evaluation/selection committee meeting(s). Reviewers may read and review each proposal individually or as a group, they will discuss each application as a group, and will score each proposal independently. At that time, each reviewer will disclose their individual scores for the separate sections of the proposal and the overall score. Any major discrepancies in scores among reviewers in the team will be openly discussed and an opportunity to re-assess the scores will be provided given the discussion and the reasons shared among committee members regarding the score difference.

Criteria 2 will allow members of the Evaluation/Selection Committee to deduct up to five (5) points from the total score or rating based on significant or frequent past performance issues, negative findings from the due diligence review, and/or the results of the CBO application report card.

Individual Committee members' scores will be totaled and averaged to yield the Committee's aggregate final score for each proposal. These final scores will determine the ranking and will serve as one factor to be considered in making a recommendation with respect to funding. In instances where due to the number of proposals received, multiple subcommittees are formed, each subcommittee will meet separately as previously described to review, discuss, and score the applications assigned to that subcommittee and then all subcommittees will reconvene as a committee of the whole to review and discuss the final rankings across all of the subcommittees. The committee of the whole will then consider the overall funding recommendations.

Additional factors that will be considered by Evaluation/Selection Committees in making funding recommendations include but are not limited to:

- The total amount of funding allocated for services under this RFP
- The amount of funding allocated for each priority service category
- Each proposal's satisfactory review by the Evaluation/Selection Committee
- The geographic distribution of services within that service category
- Previous program performance
- The results of the due diligence review and the CBO application report card

With the assistance of staff, the Evaluation/Selection Committees and the County reserve the right to review and/or fund a proposal from a different category of funding than that which was requested. Staff working with the Evaluation/Selection Committees may determine a reasonable administrative percentage, not to exceed 25% - 45%, for each Proposer organization and program.

Evaluation/Selection Committees will consider and discuss staff recommendations and all of the above factors when developing funding recommendations and rationale. Evaluation/Selection Committees will utilize a consensus-based process for determining final recommended funding allocations. At the discretion of the Evaluation/Selection Committee, a proposal with a lower score

may be recommended for funding instead of a proposal with a higher score in order to achieve maximum geographic coverage for a particular service.

6.5 Proposal Evaluation Criteria

1. Organizational Experience **5 points**

Proposer identifies all required elements of organization's history, as delineated on page 34 of this RFP, and includes all required supporting documents in the form of attachments to the proposal.

2. Past Performance **-5 points**

Proposer failed to submit copies of the two (2) most recent independent site visit monitoring reports or adequately explain why they were not able to comply with this requirement.

Proposer failed to satisfactorily meet all its outcomes and performance measures in contracts between your agency and funders and/or failed to identify relevant contract or funding source.

Proposer was required to submit a corrective action plan to a funder, failed to do so in a timely manner, failed to successfully implement the corrective action plan, and/or failed to identify relevant contract or funding source.

Proposer had a contract prematurely terminated by a funder, failed to adequately address the problems, and/or failed to identify the contract or funding source.

Proposer failed to provide an acceptable explanation of a finding(s) from the County's due diligence review, and/or failed to submit copies of recent monitoring reports from major funding sources.

3. Target Area/Population and Statement of Need **25 points**

Proposer provides compelling reasons for the selected target geographic area(s), target population(s) to be served, service location(s), and the number of people to be served. (10 points)

Proposer clearly describes the types of conditions, problems, gaps in services and/or program needs that will be addressed and provides supporting statistics and cites sources. (10 points)

Proposer makes a strong case for County funding in the context of other available funding, resources, and services and provides supporting statistics and cites sources. (5 points)

4. Program Plan **25 points**

Proposer describes the proposed program/services in detail and includes all required information:

a) client eligibility, current caseload, and how the target population will be recruited and retained; (3 points)
b) service schedule (days, hours, etc.) and location(s) and accessibility of services in terms of schedule, location, transportation, childcare, etc.; (3 points)
c) program model or evidence-based practice that serves as the basis for the program (3 points);
d) all major service components (frequency and duration); (3 points) and
e) cost effectiveness of the program/services. (3 points)

Proposer identifies reasonable and logical primary workload measures and primary performance/outcome measures for the program that are specific, measureable, achievable, results-focused, and time-bound as required. (5 points)

Proposer adequately describes programmatic, administrative, and fiscal management capabilities including the process or system for documenting clients, services, outcomes, and expenditures. Proposer also explains process for monitoring, evaluating, and ensuring the quality of services. (5 points)

5. Service Experience, Capacity, and Community Ties **25 points**

Proposer describes agency's and key staff's experience in providing the proposed services, working in the target area, and working with the identified target population. (5 points)

Proposer provides a compelling explanation of the agency's connections to this specific community, and how the agency/staff is uniquely qualified to provide services in the target area and work with this target population. Demonstrates a clear understanding of the population and area and strong ties with the community to be served. (10 points)

Proposer clearly explains the agency's cultural and linguistic competency to provide these services, and if staff is reflective of the target population. (5 points)

Proposer provides a staffing plan including the name and qualifications of the Project Manager (single point of contact), total number of staff, position titles, lines of authority and/or supervision (reporting structure), and whether staff is on-board or will have to be hired. Proposer also adequately describes the job duties for each position and attaches resumes of key staff. (5 points)

6. Collaboration and Coordination **10 points**

Proposer identifies the existing programmatic and meaningful collaborations, partnerships, or coordination of services with other organizations within the community, if any, and attaches copies of any formal MOUs or collaborative agreements as required. (2 points)

Proposer adequately explains how the agency will coordinate services with other providers that serve your target population and area to ensure that other needs are addressed in a comprehensive way. (4 points)

Proposer demonstrates the capacity to leverage other services, funding, and/or resources. (4 points)

7. Budget and Financial Capacity **10 points**

Proposer submits a complete, accurate, reasonable, cost effective, and well justified unit cost and budget and includes a brief description of how they will be able to implement the proposed services on a reimbursement basis and provided relevant third-party supporting documentation (unaudited financial statements, bank statements, line of credit).

TOTAL POINTS: **100 points**

Overall Ranking

Following the evaluation, discussion, ranking of the proposals, consideration of additional factors related to funding, the Evaluation/Selection Committee will recommend to the Mayor that a contract be negotiated with the recommended Proposers for each Priority Area.

In all cases, the Mayor will forward his recommendations to the Board of County Commissioners. Upon formal contract award by the Board of County Commissioners and approval by the Miami-Dade County Mayor, a contract will be negotiated with a Contract Start Period of February 1, 2017 through January 31, 2018, with two one-year options to renew based on funding availability and provider performance.

6.6 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

6.7 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the Mayor with their recommendation. The Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any. In his/her sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for contract negotiations shall:

a) Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 and 10-33.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or

with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

6.8 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the Mayor or designee for approval. All Proposers will be notified in writing when the Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest described in Section 5.20, the County's decision of whether to make the award and to which Proposer shall be final.

6.9 Selection and Notification of Funded Proposals

The Evaluation/Selection Committee's final scores, rankings, and recommendations will be submitted to the Mayor who will make the final funding recommendations. These funding recommendations will be forwarded to the Board of County Commissioners.

All Proposers will be notified of the final award recommendations. It is anticipated that contract negotiations with Miami-Dade County will begin on or about November 1, 2016.

6.10 Miami-Dade County Conditions of Contract Award

All organizations awarded funding under the FY 2015-16 Human and Social Services Community-Based Organization Funding RFP No. CBO1516 will be entering into a contract with Miami-Dade County. The next section of the RFP (7.0) includes a detailed description of the Vendor Registration Package requirements for Miami-Dade County, including a list of the required Vendor Affidavit Forms, which are included for informational purposes only, in Appendix F).

Please note that <u>it is not necessary</u> to submit the Vendor Registration Package (Application) or complete the Vendor Affidavit Forms prior to being granted an award and entering into contract negotiations with the County.

7.0 Terms and Conditions

7.1 Contract Award(s)

The award recommendation(s), if any, shall be made to the Proposer(s) whose application(s) shall be deemed to be in the best interest of Miami-Dade County. The County's decision of whether to make the award(s) and which application is in the best interest of the County shall be final. The final dollar amount of any award made resultant to this RFP will be determined by Miami-Dade County.

7.2 Contract Term and Renewals

The contract period for the FY 2015-16 Human and Social Services Community-Based Organization Funding RFP No. CBO1516 will be for a twelve (12) month period with an anticipated commencement date of February 1, 2017 and up to two one-year options to renew based on contract performance.

7.3 Miami-Dade County Vendor Registration Package

To be recommended for award the County will require that large organizations complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. Small organizations which are defined as having an annual operating budget of $500,000 or less may not be required to complete the Miami-Dade County Business Entity Registration Application within fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed within the specified time, the County may award to the next ranked proposer. A copy of the new Vendor Registration Package is included as Appendix F to this RFP for informational purposes only.

Proposers may contact the Miami-Dade County Internal Services Department, Procurement Management at (305) 375-5773 for guidance in completing the Vendor Registration Package and the Vendor Registration's Affidavit Forms. To request a copy of any ordinance, resolution and/or administrative order cited in this RFP, the Proposer may contact the Clerk of the Board at (305) 375-5126.

Please note that <u>it is not necessary</u> to submit a vendor application or complete the vendor affidavits prior to submitting the application for the FY 2015-16 Human and Social Services Community-Based Organization Funding RFP No. CBO1516. <u>These documents will only be necessary if your agency is awarded funding under this competitive solicitation process.</u>

7.4 Personnel

In submitting their application, Proposers are representing that the personnel in their applications shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case the Proposers must be able to provide a qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Proposers under its sole direction, and not employees or agents of the County.

7.5 Contracting Process

The successful Proposer(s) will be required to submit all documents deemed necessary at the County's sole discretion for contract development (i.e. revised budget, scope of service, vendor application, affidavits, resolution from organization's Board of Directors, and Certificate of Insurance) at the time contract is submitted for execution.

7.6 Rules, Regulations, and Licensing Requirements

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including but not limited to those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the program for which proposer submitted an application, including but not limited to Chapter 11A of the Code of Miami-Dade County, Executive Order No. 11246 entitled "Equal Opportunity" and as amended by Executive order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of

Florida Statues and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

No individual or entity who is in arrears in any payment under a contract, promissory note or other loan document with the county, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a corporation, partnership or joint venture in which the individual has a controlling financial interest as defined in 2-11.1(b) (8) of the Miami-Dade County Code shall be allowed to receive any additional county contracts, purchase orders or extensions of county contracts until either the arrearage has been paid in full, or the County has agreed in writing to a repayment schedule.

7.7 Meeting Obligations through Fraud (Section 2-8.4.1 of County Code)

If, for any reason, the Proposer should attempt to meet its obligations under the awarded agreement through fraud, misrepresentation or material misstatement, the County shall, whenever practicable, terminate the agreement by giving written notice to the provider of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Any individual or entity who attempts to meet its contractual obligations with the county through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years.

7.8 Subcontractors

If this agreement involves the expenditure of $100,000 or more by the County and the Proposer intends to use subcontractors to provide the services or suppliers to supply the materials, the Proposer shall provide the names of the subcontractors and suppliers as a condition of award. Proposer agrees that it will not change or substitute subcontractors or suppliers from those listed without prior written approval of the County.

7.9 Specific Terms and Conditions

A copy of the draft contract is provided as Appendix J.

8.0 Application Checklist for Fully Completed Application and Prescribed Order

1) Required Human and Social Services RFP CBO Funding No. CBO1516

- Cover Sheet (Appendix A, page 1)
- Human and Social Services RFP Certification Form (Appendix A, page 2)

2) **Required Attachments (Only one copy of required attachments must be submitted as part of the original proposal AND copied on CD-R or DVD-R if that submission option is selected)**
   - IRS Letter of Determination/Proof of 501(c)(3) not-for-profit status
   - Current copy of organization's Certificate of Status from the Division of Corporations, Florida Department of State: www.SunBiz.org)
   - Current Articles of Incorporation
   - Current By-laws
   - IRS Form 990
   - Most recent audit/financial statement and management letter, if available (If not available, provide audited or unaudited financials)
   - Annual Agency-wide Operating Budget
   - Current Board of Directors List (Appendix G)
   - Copies of the two (2) most recent independent site visit monitoring reports

3) **Proposal Narrative (Appendix B)**

4) **Budget Forms and Budget Instructions (Appendix C)**

5) **Label – (Taped on outside of application package) (Appendix D)**

6) **Affidavits and Requirements (Appendix E)**

7) **Vendor Registration Package (Appendix F)**
   The Vendor Registration Package is provided for the information of prospective Proposers only and does not have to be completed and submitted as part of the proposal.

8) **Miami - Dade County Collusion Affidavit (Appendix H)**
   The Collusion Affidavit is provide for the information of prospective Proposers only and does not have to be completed and submitted as part of the proposal.

Please submit:

A complete and signed original hardcopy, including all attachments, **AND** a complete electronic copy, including all attachments, submitted as one PDF file on a non-rewritable (read only) CD-R or DVD-R labeled with the naming of the proposing organization on the disc

OR

A complete and signed original hardcopy including all attachments, marked as such, **AND** ten (10) copies of your completed application.

to the Office of the Clerk, Stephen P. Clark Center, 111 NW 1st Street, 17th Floor, Miami, FL 33128 before 2:00 pm on Friday, April 29, 2016.

Do not staple, spiral bind, or place the proposal in a three-ring binder. Instead use a binder clip, rubber bands, etc. to keep your proposal together. Pages in the original and copies of the proposal should be single-side and NOT double-sided. Proposals should use 12-point Arial or Times New Roman font with single spaced line spacing with one inch margins all around on 8½ by 11 size paper only.

Appendix A

FY 2015-16 Human and Social Services Community-Based Organization Funding Request for Proposals (RFP No. CBO1516)

Application Cover Sheet and Checklist

COVER SHEET AND CHECKLIST

(Complete one Cover Sheet for the Entire Application Proposal Package. Attach additional pages as necessary based on the number of individual program requests)

Certification of eligibility to apply to Miami-Dade County, for FY 2015-16 Human and Social Services Community-Based Funding RFP

APPLICATION FOR FY 2015-16 HUMAN AND SOCIAL SERVICES
CBO FUNDING RFP No. CBO1516

Federal Tax ID Number:	
Street Address: (Street, City, State, Zip)	
Mailing Address (if different): (Street, City, State, Zip)	
Agency Phone:	
Agency Fax:	
Official Applicant Contact Person:	
Email address:	

Priority Service Area	Program Name	Amount Requested

FY 2015-16 Human and Social Services Community-Based Funding RFP No. CBO1516

Please check the appropriate response for each to the following questions; then complete the certification at the end.

1) Is your agency located in Miami-Dade County?

YES NO

2) Is the total amount of funding requested in your application $1 million or less?

YES NO

3) Have you included a copies of your IRS Form 990, last certified audit if available or audited/unaudited financial statements, and documentation of your organization's annual agency-wide operating budget?

YES NO

4) Does your agency comply with the requirement that recipients of financial assistance not be discriminated against for any reason, including, but not limited to creed, race, ancestry, family status, color, religion, sexual orientation, gender identity, national origin, familial status, pregnancy, handicap (disability), or age?

YES NO

5) Does your agency provide services within Miami-Dade County?

YES NO

6) Have you attached an IRS letter of determination documenting your organization's status as a 501(c)(3)?

YES NO

I also certify that all of the information contained in this application is true and accurate. I understand that material omission or false information contained in this application constitutes grounds for disqualification of the Applicant(s) and this application. I further understand that by submitting an application I, as an authorized representative of the organization, am accepting the terms and conditions as they appear on the RFP.

Signature	Title
Print Name	Date
Agency Name	

Corporate Seal
Miami-Dade County, FL

Appendix B

FY 2015-16 Human and Social Services Community-Based Organization Funding Request for Proposals (RFP No. CBO1516)

Proposal Narrative

FY 2015-16 Human and Social Services Community-Based Organization Funding RFP No. CBO1516 Proposal Narrative

Complete Sections 1 and 2 once per application:

1. Organizational Experience (1 page maximum) 5 points

Briefly describe your organizations history including date of incorporation, organizational structure (part of a national organization, etc.), location, mission statement, types of services offered, general contract or grant management experience, etc. Provide as attachments a copy of an IRS letter of determination of 501(c)3 status in the name of the Proposer, current certificate of status from the Division of Corporations, Florida Department of State: www.SunBiz.org, current Articles of Incorporation, current By-laws, and a current roster of the agency's Board of Directors.

Also, include a copy of your agency's most recent IRS Form 990; certified audit and related management letters (if available); certified financial statements (if available); and annual agency-wide operating budget.

2. Past Performance (1 page maximum) -5 points

Within the past three (3) years, please state if your agency has:

a) Satisfactorily met all its outcomes and performance measures in contracts between your agency and funders. If your agency has not met its performance measures or outcomes, identify the contract(s), the funding source(s), and the problem(s).
b) Been required to submit a corrective action plan to a funder. If so, identify the contract(s) and the funding source(s). Was/were a plan(s) submitted in a timely fashion and was/were it/they approved by the funder? Was/were the corrective action plan(s) implemented successfully?
c) Had a contract prematurely terminated by a funder? If so, identify the contract(s) and the funding source(s). What were the reasons for the termination? What steps has your agency taken to correct any problems?

Provide an explanation of anything that may be a finding of the County's due diligence review, and submit copies of your most recent monitoring reports from each of your major funding sources.

Complete Sections 3 – 7 once per program if the proposal includes multiple program requests (include sections 3-7 in consecutive order for each program and insert a divider with the name of each program immediately before section 3 of each individual program request):

3. Target Area/Population and Statement of Need (3 pages maximum) 25 points

Specifically identify the target geographic area(s), whether the services are neighborhood–based or countywide, target population(s) to be served, service location(s), and the number of people to be served. (10 points)

Briefly describe the types of conditions, problems, gaps in services and/or program needs that will be addressed. (10 points)

Clearly state the reason that funding is required from Miami-Dade County in the context of other available funding, resources, and services. (5 points)

Provide the most recent available local data to support your response and cite your data sources. Describe how your proposed program meets the need(s).

4. Program Plan (4 pages maximum) 25 points

Describe your proposed program/services in detail. Include in your description:

a) client eligibility, current caseload, and how the target population will be recruited and retained; (3 points)
b) service schedule (days, hours, etc.) and location(s) and accessibility of services in terms of schedule, location, transportation, childcare, etc.; (3 points)
c) program model or evidence-based practice that serves as the basis for the program (3 points);
d) all major service components, including follow-up after the proposed services are provided (frequency and duration); (3 points) and
e) cost effectiveness of the program/services. (3 points)

Identify primary workload measures for each of the major service components including at a minimum the total number of clients to be served during the twelve (12) month contract period and the maximum number of clients that can be served at any one time. Provide at least two (2) primary performance/outcome measures for the program that are specific, measureable, achievable, results-focused, and time-bound. (5 points)

Describe your programmatic, administrative, and fiscal management capabilities including your process or system for documenting clients, services, client follow-up, external referrals, outcomes, and expenditures. Explain your process for monitoring, evaluating, and ensuring the quality of services. (5 points)

5. Service Experience, Capacity, and Community Ties (3 pages maximum) 25 points

Describe your agency's and key staff's experience in providing the proposed services, working in the target area, and working with the identified target population. (5 points)

Explain your agency's connections to this specific community, and how your agency/staff is uniquely qualified to provide services in the target area and work with this target population. (10 points)

Explain your agency's cultural and linguistic competency to provide these services, and if staff is reflective of the target population. (5 points)

Provide a staffing plan including the name and qualifications of the Project Manager (single point of contact), total number of staff, position titles, lines of authority and/or supervision (reporting structure), and whether staff is on-board or will have to be hired. Briefly describe the job duties for each position. Attach resumes of key staff (resumes are not subject to the page limit). (5 points)

6. Collaboration and Coordination (2 pages maximum) 10 points

Note: Each program proposal must stand alone meaning a funding recommendation for your program can not be contingent on a funding recommendation for another agency's program included in another application or a funding recommendation for another program proposal submitted as part of your same application.

Describe your agency's existing programmatic and meaningful collaborations, partnerships, or coordination of services with other organizations within the community, if any. Identify any proposed subcontractors as either a nonprofit or for profit, provide justification for the use of any for profit subcontractors, and clearly explain their role in the provision of the proposed service. Attach copies of any formal MOUs or collaborative agreements which are not subject to page limits. (2 points)

Specifically explain how your agency will coordinate services with other providers that serve your target population and area to ensure that other needs are addressed in a comprehensive way. (4 points)

Explain your capacity to leverage other services, funding, and/or resources. Also, identify other funding amounts and sources that support the proposed activities. (4 points)

7. Budget and Financial Capacity (no page limit) 10 points

All Proposers must complete Miami-Dade County's line item budget for each proposed program and provide a narrative budget justification for each program where each line item expense is explained in terms of how the cost was calculated and the direct relationship to the proposed program. Please note that indirect costs are capped at fifteen (15%) percent. Include as part of your narrative budget justification the unit cost for each service and a brief description of how you will be able to implement the proposed services on a reimbursement basis and relevant third-party supporting documentation (unaudited financial statements, bank statements, line of credit) and provide details regarding any fees charged to clients and how this funding will be utilized.

The budget forms and instructions are included in Appendix C.

TOTAL POINTS: 100 points

Appendix C

FY 2015-16 Human and Social Services Community-Based Organization Funding Request for Proposals (RFP No. CBO1516)

Line Item Budget Form and Budget Narrative Justification Instructions

Contract Number:	

LINE ITEM BUDGET FORM

Organization Name	Program Name	Budget Period
		July 1, 2016 - June 30, 2017

	I.	II.	III.	IV.	V.	TOTAL: I. - V.	I. / TOTAL
Object Class Categories	Total Cost to Agency by Revenue Source					Total Cost to Agency	% of Total
	County		Federal	City/State	All Other	Of Each Line Item	Percent of Total
DIRECT COSTS	This Award County Funding	All Other County Funding	Total Federal Funding	Total City/State Funding	Total Other Funding	For the Budget Period	Charged to This Award
Personnel							
1. Position							
Fringes							
2. Position							
Fringes							
3. Position							
Fringes							
4. Position							
Fringes							
5. Position							
Fringes							
6. Position							
Fringes							
7. Position							
Fringes							
Travel (describe in narrative)							
Supplies (describe in narrative)							
Equipment (describe in narrative)							
Contractual Services (describe in narrative)							
Other Direct Costs (describe in narrative)							
Other Direct Costs (describe in narrative)							
Other Direct Costs (describe in narrative)							
Other Direct Costs (describe in narrative)							
INDIRECT COSTS*							
Personnel							
1. Position							
Fringes							
2. Position							
Fringes							
Indirect Costs (describe in narrative)							
Indirect Costs (describe in narrative)							
TOTAL AWARD:							

*Total Indirect Costs may not to exceed 16% of Total Award

Instructions for Completing
Line Item Budget Form

1. In the box titled **"Organization Name,"** please indicate the full legal name of the organization.

2. In the box titled **"Program Name,"** please indicate the descriptive program name identified in the RFP narrative to which the Line Item Budget Form applies.

3. The box titled **"Budget Period"** has been pre-populated with the time period **July 1, 2016 through June 30, 2017,** the time during which the organization will spend funds to provide the service identified in the box titled "Program Name."

4. In the spaces provided under the column labeled **"Object Class Categories," first,** list all direct service personnel and fringe benefits for each proposed position. For each direct service staff member listed, indicate their position title, first initial (at a minimum), last name, and the percent at which the fringe benefits are calculated. **Next,** in the following order, list a) travel for direct service personnel, b) direct service supplies, c) direct service equipment, d) contractual direct services, and e) any other direct costs (please see 'Instructions for Preparing a Budget Justification' below for more information regarding allowable direct costs). **Then,** list all indirect/administrative personnel and their fringe benefits. For each indirect service/administrative staff member listed, indicate their position title, first initial (at a minimum), last name, and the percent at which the fringe benefits are calculated. **Finally,** list all other indirect costs.

5. In **Column I. "County Funding – This Award," indicate the amount of direct and indirect costs, by line item, which will be funded by County Funding for this award**. Please note that the total amount of indirect costs listed in 'Column I.' cannot exceed 15% of the total award. For example, if the total amount of funds being requested is $10,000, then the total for the indirect costs may not exceed $1,500 (15% of the $10,000 award). **A detailed breakdown of individual indirect/administrative expenses is required.**

6. In **Column II. "County Funding – All Other," indicate all other County Funding that is expected to support the budgeted line items associated with this award, where appropriate**. Be sure all other County funding covers the same Budget Period as indicated in Item #4 above.

7. In **Column III. "Federal Funding," Column IV. "City/State Funding," and Column V. "All Other Funding,"** indicate all funding, by category, which is expected to support the budgeted line items associated with this award, as appropriate. For each funding source, be sure the funding covers the same Budget Period indicated in Item #4 above.

8. In **Column "Total,"** indicate the **total cost to your organization** for each line item for the Budget Period indicated in Item #4 above for this program.

9. In the last column of the Line Item Budget Form, insert **the percentage** of each line item to be charged to this award. The percentage charged to this award equals the line item amount identified in **Column I., divided by** the total line item amount identified in **Column "Total"** for each line item (e.g., row in the worksheet).

10. Indicate the Total for this award in the space provided at the bottom of Column I. This number is the sum of all of the individual line items listed in Column I.

NOTE: FOR A LISTING OF ALLOWABLE DIRECT COSTS BY SERVICE CATEGORY, PLEASE SEE THE BUDGET JUSTIFICATION INSTRUCTIONS.

INSTRUCTIONS FOR
PREPARING A BUDGET JUSTIFICATION

A budget justification (narrative) must be submitted along with **each** categorical (line item) budget explaining the association of each expenditure to a service program in relation to the service provider's total expenditures. Budget justifications must be specific, concise, and reflective of the budget period. The following guidelines must be followed when preparing a budget justification:

- **IMPORTANT: Please be advised, all costs (direct and indirect) must be presented on the budget form using the standard line item categories of personnel, fringe benefits, supplies, equipment and other. In addition, the budget narrative must include a justification for each line item. A total dollar amount for administrative/indirect charges without a detailed breakdown of individual expenses will not be accepted.**

Budget Period

The **budget period** must be consistent with the requested budget amount(s) indicated in the organization's corresponding line item budget form. All budgets must reflect a 12-month contract period (July 1, 2016 through June 30, 2017).

Direct costs

- Direct costs are those that can be associated with the provision of services directly to the client. Direct service personnel are those who actually provide service to eligible clients. Personnel who complete paperwork for billing and record keeping purposes are not considered direct costs. Similarly, administrative personnel are not considered direct costs. With sufficient documentation and County approval, some supervisory staff may be considered a direct cost.

- Other allowable direct costs are those items or services that are utilized by direct service personnel or by the clients directly.

- **Direct Service Personnel** expenditures must be explained by including a brief description of the role of staff providing services to program clients and the percentage of their salary charged to the budget. For hourly or per diem employees, the rate of pay (e.g., rate per hour or per day) must be indicated, as well as the number of hours of work per day/week/month. The methodology utilized by the service provider to arrive at the amount and percentages charged to the County must be clearly explained.

- A breakdown of **fringe benefits** components (including the overall fringe benefit percentage) for each direct service position must be included as part of the justification for each position.

- **Travel (local only)** is only allowable for direct service staff and the reasons for travel must be explained and justified. The number of miles and cost per mile must also be indicated.

The maximum charge per mile as per Miami-Dade County regulations is currently $0.575 per mile. **Therefore, at this time, providers may negotiate a travel rate up to but not exceeding $0.575 per mile.** The rate is subject to change when adopted by the County, and a related notice is issued by the County's Office of Management and Budget.

- **Supplies** are allowable only for the direct provision of services under the proposed program. These costs must be described in detail and the amounts, percentages, and need for each cost must be justified. If necessary, these supplies may be listed as separate line items in the rows labeled "other direct costs." If separately listing the supply item, please clearly and briefly list the name or type of supply (e.g., Other Direct Costs: Paper).

- **Equipment** is allowable if it is utilized in the direct provision of services under the proposed program. The type of equipment must be listed and its use for the program must be described and justified. An inventory of equipment purchases that are >$1,000 per individual item must be maintained by the service provider and reported annually to the Miami-Dade County's Office of Management and Budget - Grants Coordination.

- **Contractual** services such as contracted landscapers, teachers, etc., must include a description of the service to be provided in context of the corresponding program. Contractual line items must include details of the payment structure: a description of hourly rates and number of hours, per visit charges, procedure costs, etc. All contractual line items require a subcontract agreement which must be submitted to Miami-Dade County Office of Management and Budget - Grants Coordination for review and consideration prior to implementation.

- **Generic line items, such as "Miscellaneous", will not be accepted.** Each line item must be clearly identified and adequately justified. If a line item is composed of several related costs, each cost must be itemized separately as part of the justification for that overall line item.

Indirect/Administrative Costs

- Expenses included in the **"Indirect/Administrative Cost"** category **must be individually listed in the budget justification.** Do not lump personnel costs by department. Please indicate the amount of indirect/overhead/administrative costs covered by the program for each applicable line item (i.e., personnel, travel, supplies, equipment, etc.).

- Providers will be allowed to request any amount up to 15% of the Total Award to cover administrative and/or indirect costs.

APPENDIX D

LABEL

FY 2015-16 Human and Social Services Community-Based Organization Funding Request for Proposals (RFP No. CBO1516)

DELIVER PROPOSAL TO
Daniel T. Wall, Assistant Director
MIAMI-DADE COUNTY
OFFICE OF MANAGEMENT AND BUDGET –
GRANTS COORDINATION (OMB)
C/O CLERK OF THE BOARD
111 NW 1st STREET, 17TH FLOOR, SUITE 17-202
MIAMI, FLORIDA 33128

AGENCY/ORGANIZATION NAME

APPENDIX E

FY 2015-16 Human and Social Services Community-Based Organization Funding Request for Proposals (RFP No. CBO1516)

MIAMI-DADE COUNTY

AFFIDAVITS and REQUIREMENTS

(Must be submitted with Proposal Original)

MIAMI-DADE COUNTY

Solicitation No.	Solicitation Title:		
Legal Company Name (include d/b/a if applicable):		Federal Tax Identification Number:	
If Corporation - Date Incorporated/Organized:		State Incorporated/Organized:	
Company Operating Address:		City	State / Zip Code
Company Contact Person:		Email Address:	
Phone Number (include area code):	Fax Number (include area code):	Company's Internet Web Address:	

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if Proposer has such conviction to disclose to comply with this requirement.

_____

☐

_____

☐

SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)

An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access http://www.miamidade.gov/business/business-certification-programs.asp. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

Is your firm a Miami-Dade County Certified Small Business Enterprise? **Yes** ☐ **No** ☐

If yes, please provide your Certification Number: _____

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

By executing this proposal through a duly authorized representative, the Proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the Proposer shall furnish together with its proposal response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein.

Proposer's Authorized Representative's Signature:	**Date**

Type or Print Name

MIAMI-DADE COUNTY

AFFIDAVIT D-1

Applicant Name: _____

Address: _____

Telephone Number: _____

Pursuant to Miami-Dade County Resolution No. R-630-13, the undersigned certifies, to the best of his or her knowledge and belief, that:

1. Within the past five (5) years, neither the Agency nor its directors, partners, principals, members or board members:
   - (i) have been sued by a funding source for breach of contract or failure to perform obligations under a contract;
   - (ii) have been cited by a funding source for non-compliance or default under a contract;
   - (iii) have been a defendant in a lawsuit based upon a contract with a funding source.

Please list any matters which prohibit the Agency from making the certifications required and explain how the matters are being resolved (use separate sheet if necessary):

_____

_____

_____

_____

This is certified by my signature:

_____	_____	_____
Applicant's Signature	Print Applicant's Name	Date

Subscribed and sworn to (or affirmed) before me this _____ *day of* _____, *20*___

by _____. *He/she is personally known to me or has presented* ____

_____ *as identification number:* _____

(Print or Stamp of Notary):

Expiration Date: _____

Notary Seal:

Notary Public – State of _____

AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Solicitation Title: _____ Solicitation No.: _____

(2) Department: _____

(3) Proposer's Name: _____

Address: _____ Zip: _____

Business Telephone: (____) _____ E-Mail: _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Name	Title	Employed By	Email Address

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

The individuals named above are Registered and the Registration Fee is <u>not</u> required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,

by _____, a _____, who is personally known
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

to me or who has produced _____ as identification and who did/did not take an oath.

_____
(Signature of person taking acknowledgement)

_____
(Name of Acknowledger typed, printed or stamped)

_____ _____
(Title or Rank) (Serial Number, if any)

Revised 1/2/14

Form A-3

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 201___

Addendum #2, Dated _____, 201___

Addendum #3, Dated _____, 201___

Addendum #4, Dated _____, 201___

Addendum #5, Dated _____, 201___

Addendum #6, Dated _____, 201___

Addendum #7, Dated _____, 201___

Addendum #8, Dated _____, 201___

Addendum #9, Dated _____, 201___

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature:_____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

A-3 - Rev. 1/27/00

MIAMI-DADE COUNTY

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: _____ FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other

☐ **Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department at http://www.miamidade.gov/business/business-development-contracts.asp. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf.**

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer	Print Name	Print Title	Date

SUB 100 Rev. 1/14

MIAMI-DADE COUNTY

FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

☐ **NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT**

Signature

Date

APPENDIX F

FY 2015-16 Human and Social Services Community-Based Organization Funding Request for Proposals (RFP No. CBO1516)

REQUIRED VENDOR REGISTRATION

(Provided for information only, and should not to be submitted with Proposal)

Miami-Dade County

VENDOR REGISTRATION PACKAGE

(Business Entity Registration Application)

Internal Services Department (ISD)
Procurement Management Services Division
Vendor Services Section
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773
www.miamidade.gov/procurement

Please type or complete in ink and forward package by mail or in person to the address above. Strikethroughs with initials will be accepted. White-out will not be accepted.

Prospective vendors are required to complete a Vendor Registration Package prior to the award of any County contract. It is the vendor's responsibility to keep information current, complete and accurate, by submitting any updates to the ISD, Procurement Management Services, Vendor Services Section.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your ***"County Vendor Number".*** *Please enter your Federal Employee Identification Number (FEIN)* ***or*** *if none, then enter the owner's Social Security Number (SSN).*

☐ **FEIN** _____

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

☐ **NAICS Code** _____

The Vendor Registration Package is comprised of the following four sections. All sections must be completed and submitted. If a question is not applicable, please write "None".

Section 1:	General Business Information	Pages	1-4
Section 2:	Vendor Affidavits Form (Requires Notarized Signature)	Pages	5-8
Section 3:	Vendor Commodity Codes Selection Checklist	Pages	9-15
Section 4:	Vendor Document Checklist and Additional Government Forms	Page	17

SECTION 1: GENERAL BUSINESS INFORMATION *(pages 1-4)*

1. ***NAME OF BUSINESS:***
Enter the name of the entity, individual(s), partners, or corporation; followed by any other name used to do business (DBA). This business name shall appear on all invoices submitted to the County.

Name of Entity, Individual(s), Partners or Corporation

Doing Business As (If same as above leave blank)

2a. ***COMPANY BUSINESS ADDRESS:***
Enter the physical address for the main office.

Street Address (P.O. Box Number is not permitted)

City | State (U.S.A.) | Country | Zip Code

2b. ***MAILING ADDRESS:***
Enter the business mailing address only if different from above. (Leave blank if address is the same as above).

Street Address (or P. O. Box Number)

City | State (U.S.A.) | Country | Zip Code

2c. ***PAYMENT REMITTANCE ADDRESS:***
Enter the company address where payment of invoices is to be mailed. (Enter even if same as above).

Street Address (or P.O. Box Number)

City | State (U.S.A.) | Country | Zip Code

3. ***OTHER AFFILIATE:***

Enter name and address of Business Affiliate, i.e. parent company or subsidiary with the same Federal Employer Identification Number (FEIN) as firm submitting vendor application.

☐ Parent Company ☐ Subsidiary

Name of Firm

Street Address (P.O. Box Number is not permitted)

City | State (U.S.A.) | Country | Zip Code

4. ***CONTACT PERSON:***

Enter your firm's contact person's name and title.

☐ Mr. ☐ Ms. ☐ Mrs.

First Name | MI | Last Name

Title:

5. ***FIRM'S TELEPHONE NUMBERS AND E-MAIL ADDRESS:***

Enter your firm's telephone number(s) and include Miami-Dade County, long distance and 800 numbers if available, and the fax number for the contact person named above. Enter your firm's e-mail address. Solicitation notices will be e-mailed to this address. If no email address is available, access the Miami-Dade County Website at ***www.miamidade.gov/procurement*** for solicitation opportunities.

Telephone Number:

Fax Number:

Toll Free Number:

E-mail address:

6. ***TYPE OF BUSINESS ORGANIZATION:***

Place a checkmark next to the applicable item that describes the type of organization for your firm and enter additional information as requested for that item. If incorporated, a copy of the company Certificate of Incorporation and IRS letter 147C, or any other preprinted IRS form issued by the IRS identifying your business name and Federal Employer Identification Number (FEIN), shall be submitted as verification of the company name and FEIN. If using a Social Security Number (SSN), a copy of the Social Security card shall be submitted. Also, if a corporation that trades in stock ownership in a public stock exchange market, check "Publicly Traded Corporation" and name the stock exchange market of registration and symbol. Refer to page 17 for complete list of required documents.

☐ Corporation – Incorporated in the State of:

☐ Publicly Traded Corporation: Stock Exchange Market of Registration: Symbol:

☐ Partnership:

☐ Sole Proprietorship (One Individual Owner):

☐ Not-for-Profit Organization:

☐ Other (Specify):

7. ***YEARS FIRM HAS BEEN IN BUSINESS:***

☐ Less than 1 year ☐ 1 - 5 years ☐ 6 - 10 years ☐ 10+ years

8. ***TYPE OF BUSINESS:*** (Indicate by checkmark and identify type of commodity and/or service)

	Commodities/ Services
☐ Manufacturer or Producer	
☐ Dealer or Distributor	
☐ Maintenance or Repair	
☐ Rental or Lease	
☐ Construction Contractor	
☐ Professional Services	
☐ Other	

9. ***THE MIAMI-DADE COUNTY (MDC) CONFLICT OF INTEREST AND CODE OF ETHICS ORDINANCE 2-11.1*** requires all Miami-Dade County employees, board members and elected officials to seek a conflict of interest opinion prior to submittal of a bid, response or application of any type to contract with Miami-Dade County by the person or any member of his or her immediate family. Immediate family is defined as spouse, domestic partner, parents, stepparents, children and stepchildren. Pursuant to the ordinance, Miami-Dade County may not award a contract to any covered person who has not received a written ethics opinion or a waiver from the Board of County Commissioners.

If you answer yes to questions 9a or 9b below, you are required to obtain a Conflict of Interest Opinion from the Miami-Dade County Commission on Ethics and Public Trust (COE) concerning the relationship of the County employee, board member and/or elected official, to the officers or principals of your firm. An opinion from the COE is required prior to the receipt or approval of the vendor application by the Miami-Dade County, Internal Services Department, Procurement Management Services Division. Submit request for a written Conflict of Interest Opinion to: Miami-Dade County Commission on Ethics and Public Trust, 19 West Flagler Street, Suite #820, Miami, Florida, 33130 or fax to (305) 579-0273. Please contact the COE at (305) 579-2594 for further information. **It is the responsibility of the vendor to forward the vendor application and the written Conflict of Interest Opinion from the COE to the Miami-Dade County, Internal Services Department, Procurement Management Services Division for processing.**

9a. ***ARE ANY OF THE OWNERS/PRINCIPALS IN THE FIRM, A MIAMI-DADE COUNTY ELECTED OFFICIAL, BOARD MEMBER OR MIAMI-DADE COUNTY EMPLOYEE(S)?*** If **"yes"**, indicate the name and complete the information below. Use duplicate form for multiple owners/principals. If **"no"**, check box and go to the next section.

Yes: ____ **No.** ____

Name of Owner/Principal in the Firm: _____

I. ***Miami-Dade Elected Official:*** **Yes** ☐ **No** ☐ Date Elected: _____ Position Held: _____

II. ***Miami-Dade Board Member:*** **Yes** ☐ **No** ☐ Date Appointed: _____ Position Held: _____

Name of Board Appointed to: _____ _____

III. ***Miami-Dade County Employee:*** **Yes** ☐ **No** ☐ County Employee Hire Date: _____ Position Held: _____

Miami-Dade County Employee (I.D. Number): _____ Miami-Dade County Department where Employee works: _____

9b. ***ARE ANY IMMEDIATE FAMILY MEMBERS OF THE OWNERS/PRINCIPALS IN THE FIRM, A MIAMI-DADE COUNTY ELECTED OFFICIAL, BOARD MEMBER OR MIAMI-DADE COUNTY EMPLOYEE?*** Immediate family is defined as spouse, domestic partner, parents, stepparents, children and stepchildren. If **"yes"**, indicate the name and complete the information below. Use duplicate form for multiple owners/principals. If **"no"**, check box and go to the next section.

Yes: ____ **No.** ____

Name of Owner/Principal in the Firm: _____

Name of Immediate Family Member of the Owners/Principals in the Firm: _____

I. ***Miami-Dade Elected Official:*** **Yes** ☐ **No** ☐ Date Elected: _____ Position Held: _____

II. ***Miami-Dade Board Member:*** **Yes** ☐ **No** ☐ Date Appointed: _____ Position Held: _____

Name of Board Appointed to: _____ _____

III. ***Miami-Dade County Employee:*** **Yes** ☐ **No** ☐ County Employee Hire Date: _____ Position Held: _____

Miami-Dade County Employee (I.D. Number): _____ Miami-Dade County Department where Employee works: _____

68

AFFIRMATIONS AND SIGNATURES

The undersigned hereby certifies that the foregoing statements are true and correct and include all of the material necessary to identify and explain the operation of the business described herein. The undersigned agrees to provide Miami-Dade County with current, complete and accurate information for each project contracted and for all proposed changes in any contractual agreement. Misrepresentations shall be grounds for terminating any contract.

Signed this *(date)*: _____ day of: _____ 20 ____

Sign by: _____ Name of Firm: _____

Print Name: _____ Title: _____

/

Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Internal Services Department (ISD)
Procurement Management Services Division
Vendor Services Section

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773
www.miamidade.gov/procurement

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. ***It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the ISD, Procurement Management Services Division, Vendor Services Section.***

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your "County Vendor Number". Please enter your Federal Employee Identification Number (FEIN) or if none, then enter the owner's Social Security Number (SSN).

☐ **FEIN** _____

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

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☐ **NAICS Code** _____

SECTION 2: VENDOR AFFIDAVITS FORM *(pages 5-8)*

A) Name of Entity, Individual(s), Partners or Corporation

B) Doing Business As (If same as line A, leave blank)

Street Address (P.O. Box Number is not permitted) | City | State (U.S.A.) | Country | Zip Code

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS

OWNERS

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	CHECK BOXES BELOW: GENDER M	GENDER F	RACE / ETHNICITY: White	Black	Hispanic	Asian/Pacific Islander	Native American/ Alaskan Native	Other

If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".

OTHER CORPORATIONS		% OF OWNERSHIP									

70

2. *MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT*

(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No _____
2. Does your firm provide paid health care benefits for its employees? Yes _____ No _____
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

	NUMBER OF EMPLOYEES		
	Males	*Females*	
White			
Black			
Hispanic			
Asian/Pacific Islander			
Native American/Alaskan Native			
Other			
Total Number of Employees			**Total Employees**

3. *MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION*

(Section 2-8.1.2(b) of the Miami- Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firms' policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

4. *MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT*

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

5. *MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT*

(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

6. *MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT*

(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

7. *MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT*

(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum; require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

8. *MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT*

(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

9. *MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT*

(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

10. *MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT*

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

_____ _____

(Signature of Affiant) (Date)

_____

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public – State of: _____ _____

State *County of*

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ *day of* _____ *20* _____.

by _____ *He or she is personally known to me* ☐ *Or has produced identification* ☐

Type of Identification Produced _____

_____ _____

Signature of Notary Public *(Serial Number)*

_____ _____ _____

Print or Stamp of Notary Public *Expiration Date* *Notary Public Seal (When applicable)*

Miami-Dade County

VENDOR COMMODITY CODE SELECTION CHECKLIST

Internal Services Department,
Procurement Management Services Division
Vendor Services Section

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773
www.miamidade.gov/procurement

Check the commodity codes below that identify those goods and services your company can supply. Once your Vendor Registration Package is processed, notification of solicitation opportunities for the commodities you select will be forwarded to your company. An update of your commodity selections can be made at any time by resubmitting a new Vendor Commodity Code Selection Checklist.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your ***"County Vendor Number".*** *Please enter your Federal Employee Identification Number (FEIN)* ***or*** *if none, then enter the owner's Social Security Number (SSN).*

☐ **FEIN** _____

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

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☐ **NAICS Code** _____

SECTION 3: *CHECK THE ITEMS THAT APPLY TO YOUR BUSINESS* *(pages 9-15)*

COMPANY NAME: _____

1. ADVERTISING SPECIALTIES/PROMOTIONAL ITEMS

- ☐ 080-00 Badges, Emblems, Nametags, Plates, etc.
- ☐ 350-00 Flags, Flag Poles, Banners and Accessories
- ☐ 578-84 Promotional and Advertising Items, Souvenirs
- ☐ 962-33 Engraving Services: Awards, Trophies, etc.
- ☐ 962-37 Flagpole Services
- ☐ 962-51 Laminating Services
- ☐ 962-52 Mapping Services

2. AIR CONDITIONING, HEATING, VENTILATION, CHILLER PLANTS

- ☐ 031-00 Air Conditioning, Heating and Ventilating Equipment, Parts and Accessories
- ☐ 740-00 Refrigeration Equipment and Accessories
- ☐ 962-23 Chemical Treatment Services of Boilers and Tower Water Plants

3. AIRCRAFT AND AIRPORT EQUIPMENT, ACCESSORIES, SUPPLIES AND SERVICES

- ☐ 035-00 Aircraft and Airport Equipment, Parts and Supplies
- ☐ 905-03 Aerial Patrolling Services (Not Survey)
- ☐ 905-05 Aerial Photography Services
- ☐ 905-10 Aerial Surveys (Including Wildlife Censuses)
- ☐ 905-12 Aircraft Crash Removal Services
- ☐ 905-14 Airplane/Helicopter Services (Not otherwise classified)
- ☐ 905-17 Airport Management Services
- ☐ 905-20 Air Rescue and Transfer of Patients
- ☐ 905-25 Aerial Crop Dusting and Seeding Services (All Kinds)
- ☐ 905-53 Pilot Training services
- ☐ 905-60 Removal Services of Rubber Deposits from Runways
- ☐ 905-70 Aircraft Storage Space Services (Not Building Lease)
- ☐ 906-06 Airport Services (Lighting, Fueling, Navigational Aids, etc.)

4. ANIMALS, LIVE - AND - DRUGS, FOOD, CARE SERVICES AND SUPPLIES

- ☐ 040-00 Live Animals
- ☐ 325-00 Feed, Bedding, Vitamins and Supplements for Animals
- ☐ 080-75 Pet Identification Tags
- ☐ 080-80 Wildlife Bands, Labels and Tags
- ☐ 962-06 Animal Care, Animal Shelter Service, etc.

5. APPAREL, UNIFORMS, GLOVES, SHOES, ETC.

- ☐ 200-00 Clothing, Apparel, Uniforms and Accessories
- ☐ 800-00 Shoes and Boots
- ☐ 962-78 Sewing and Alteration Services
- ☐ 962-80 Shoe and Boot Repair

6. APPLIANCES

- ☐ 045-00 Appliances and Equipment, Household Type
- ☐ 500-00 Laundry and Dry Cleaning Equipment, Accessories, Parts and Supplies

7. ART, CRAFT, PAINTINGS, MUSIC, ENTERTAINMENT

- ☐ 232-00 Crafts, General
- ☐ 233-00 Craft Supplies and Equipment
- ☐ 580-00 Musical Instruments, Accessories and Supplies
- ☐ 962-05 Amusement and Entertainment Services
- ☐ 962-63 Piano Tuning Services
- ☐ 962-72 Restoration/Preservation Services of Antiques, Costumes, Paintings and other Objects

8. AUDIO VISUAL EQUIPMENT, TV/BROADCAST AND PRODUCTION SERVICE EQUIPMENT

- ☐ 803-00 Sound Systems, Components, Group Intercom, Public Address Systems
- ☐ 855-00 Theatrical Equipment and Supplies
- ☐ 840-00 Television Equipment and Accessories

9. AUTOMOTIVE

- ☐ 025-00 Air Compressors and Accessories
- ☐ 055-00 Accessories for Vehicles
- ☐ 060-00 Automotive Maintenance Items
- ☐ 065-00 Automotive Bodies, Accessories and Supplies
- ☐ 070-00 Automotive Vehicles, Scooters, Trailers and related Transportation Equipment
- ☐ 075-00 Automotive Shop Equipment and Supplies
- ☐ 962-17 Bus and Taxi Services, Limousines and Vans
- ☐ 962-62 Pneumatic Tube, Maintenance and Repair
- ☐ 962-84 Tire Shredding Services
- ☐ 968-90 Vehicle Towing and Storage
- ☐ 962-85 Glass Tinting and Coating Services (Automotive and

Buildings)

10. BAGS, CONTAINERS, ACCESSORIES

- ☐ 085-00 Bags, Bagging, Ties
- ☐ 100-00 Barrels, Kegs and Containers
- ☐ 320-00 Equipment and Supplies for Fastening, Packaging, Strapping and tying
- ☐ 510-00 Laundry Bags, Supplies, Baskets, Trucks, Accessories

11. BUILDING MATERIALS AND SUPPLIES

- ☐ 010-00 Acoustical Tile, Insulating Materials, etc.
- ☐ 135-00 Bricks and other Clay Products
- ☐ 150-00 Builder's Supplies
- ☐ 210-00 Concrete and Metal Curvets, Pilings, Septic Tanks, Accessories and Supplies
- ☐ 330-00 Fence Materials and Supplies
- ☐ 360-00 Floor Covering, Installation and Removal Equipment and Tools
- ☐ 440-00 Glass and Glazing Supplies
- ☐ 540-00 Lumber and Related Products
- ☐ 630-00 Paint, Wall Paper and Related Items
- ☐ 658-00 Pipe and Tubing
- ☐ 659-00 Pipe Fittings
- ☐ 670-00 Plumbing Equipment, Fixture and Supplies
- ☐ 745-00 Road and Highway Building Materials (Asphaltic)
- ☐ 750-00 Road and Highway Building Materials (Not Asphaltic)
- ☐ 770-00 Roofing Materials
- ☐ 670-00 Plumbing Equipment, Fixtures and Supplies

12. BUILDINGS AND STRUCTURES – MODULAR – FABRICATED AND PREFABRICATED

- ☐ 155-00 Modular, Prefabricated and Fabricated Buildings, Bridges, Shelters and other Structures

13. CHEMICALS, EPOXIES

- ☐ 180-00 Chemical Raw Material
- ☐ 190-00 Chemicals and Solvents
- ☐ 192-00 Cleaning Compositions, etc.
- ☐ 315-00 Epoxy Based Formulations for Adhesive, New Orleans, etc.
- ☐ 885-83 Flocculants, Polymeric
- ☐ 505-00 Laundry and Dry Cleaning Compounds and Supplies
- ☐ 885-00 Water and Wastewater Treatment Chemicals

14. COMMUNICATIONS/TELECOMMUNICATIONS EQUIPMENT AND SUPPLIES

- ☐ 725-00 Radio Communication, Telephone and Telecommunication Equipment, Supplies and Accessories
- ☐ 730-00 Radio Communication and Telecommunication Testing, Measuring and Analyzing Equipment and Accessories

15. CONSTRUCTION CONTRACTORS AND SUB-CONTRACTORS

- ☐ 906-00 Architect and other Professional Design Services
- ☐ 909-00 Building Construction Services
- ☐ 910-00 Building Maintenance and Repair Services
- ☐ 910-36 Air Conditioning Services
- ☐ 910-38 Asbestos Abatement
- ☐ 910-46 Lead Based Paint Abatement
- ☐ 910-60 Plumbing Services
- ☐ 918-00 Consulting Services
- ☐ 925-07 Air Conditioning Professional Services
- ☐ 962-16 Boring, Drilling, Testing and Sounding Services
- ☐ 962-18 Cable Construction Services, Installation/Maintenance (Fiber, Optics, Communication, Computer)
- ☐ 962-20 Septic Tank and Cesspool Cleaning and Maintenance Service
- ☐ 962-39 Hauling Services
- ☐ 962-64 Power Line Construction, Installation and Repair
- ☐ 962-96 Well Services (Including Oil, Gas & Water), Drilling, Plugging, Consulting, Maintenance, etc.
- ☐ 968-00 General Construction & Maintenance (Airport, Roadways, Utilities, Antenna Tower, Dredging Bridges, Demolition, Excavating, Wrecking and Removal, Sewer /Water/ Wastewater, Public Works Constructions, etc.)
- ☐ 968-20 Building Construction Contractor
- ☐ 968-43 Golf Course Construction, Repair and Maintenance
- ☐ 968-77 Surveying (Not Aerial or Research)
- ☐ 968-47 Inspection Services, Construction Type
- ☐ 988-00 Roadside, Grounds, Recreational and Park Area Services
- ☐ 988-03 Athletic Field Maintenance
- ☐ 988-14 Erosion Control Services
- ☐ 988-15 Fence Installation and Repair
- ☐ 988-20 Fire Break Services
- ☐ 988-26 Flood Control Services
- ☐ 988-32 Grading (Except for Road Building)
- ☐ 988-41 Irrigation System Construction
- ☐ 988-46 Landfill Services
- ☐ 988-52 Landscaping Design, Fertilizing, Planting, etc. (Not Grounds Maintenance or Tree Trimming)
- ☐ 988-63 Park Area Construction/Renovation
- ☐ 988-68 Paving and Repair of Parking Lots (Not Including Driveways and Roads)
- ☐ 988-83 Swimming Pool Construction, Repairs, Renovations
- ☐ 988-86 Tennis and Sports court Repair and Renovation

16. CONSTRUCTION CONTRACTOR-TYPE ASSISTANCE (TEMPORARY PERSONNEL AND WORKERS)

- ☐ 964-00 Temporary Personnel, Laborers and Workers (All Types)

17. CONSTRUCTION EQUIPMENT – LIGHT AND HEAVY DUTY

- ☐ 635-00 Painting Equipment and Accessories
- ☐ 755-00 Asphalt and Concrete Handling Equipment and Parts
- ☐ 760-00 Equipment and Parts: Earth Handling, Grading, Moving, Packing, etc.
- ☐ 765-00 Other Road and Highway Equipment and Parts

18. CONSULTING SERVICES

- ☐ 918-04 Accounting, Auditing and Budget Consulting Services
- ☐ 918-06 Administrative Consulting Services
- ☐ 918-07 Advertising Consulting Services
- ☐ 918-09 Agricultural Consulting Services
- ☐ 918-12 Analytical Studies and Surveys, Consulting Services
- ☐ 918-14 Appraisal, Consulting Services

- ☐ 918-19 Buildings, Structures and Components, Consulting Services
- ☐ 918-26 Communications: Public Relations Consulting Services
- ☐ 918-28 Computer Consulting Services – Hardware
- ☐ 918-29 Computer Consulting Services – Software
- ☐ 918-31 Construction Consulting Services
- ☐ 918-38 Education and Training Consulting Services
- ☐ 918-41 Energy Conservation Consulting Services
- ☐ 918-42 Engineering Consulting Services
- ☐ 918-43 Environmental Consulting Services
- ☐ 918-46 Feasibility Studies Consulting Services
- ☐ 918-49 Finance/Economics Consulting Services
- ☐ 918-52 Food Consulting Services
- ☐ 918-54 Furnishing Consulting Services
- ☐ 918-58 Governmental Consulting Services
- ☐ 918-62 Horticultural Consulting Services
- ☐ 918-65 Human Relations Consulting Services
- ☐ 918-69 Insurance Consulting Services
- ☐ 918-70 Inventory Consulting Services
- ☐ 918-75 Management Consulting Services
- ☐ 918-76 Marketing Consulting Services
- ☐ 918-78 Medical Consulting Services
- ☐ 918-81 Natural Disaster Consulting Services
- ☐ 918-85 Personnel/Employment Consulting Services
- ☐ 918-87 Purchasing Consulting Services
- ☐ 918-89 Real Estate/Land Consulting Services
- ☐ 918-93 Security/Safety Consulting Services
- ☐ 918-95 Telecommunications Consulting Services
- ☐ 918-97 Utility Consulting Services: Gas, Water, Electric

19. CREDIT, LOAN, FINANCIAL, LEASING, INSURANCE, TITLE, APPRAISALS, ABSTRACTS, REAL ESTATE

- ☐ 946-00 Financial Services
- ☐ 953-00 Insurance, All types
- ☐ 962-09 Auctioneering Services
- ☐ 962-47 Insurance and Risk Management Services

20. DATA PROCESSING EQUIPMENT, SOFTWARE AND SUPPLIES

- ☐ 205-00 Computers and Information Processing Systems
- ☐ 250-00 Data Processing Cards and Paper
- ☐ 920-00 Data Processing Services and Software

21. ELECTRICAL

- ☐ 280-00 Electrical Cables and Wires
- ☐ 285-00 Electrical Equipment and Supplies

22. ELECTRONIC EQUIPMENT: ANALYZERS, INDICATORS, ETC.

- ☐ 220-00 Controlling, Indicating, Measuring, Monitoring and Recording Instruments and Supplies
- ☐ 287-00 Electronic Components, Replacement Parts, Accessories and Miscellaneous Electronic Equipment

23. ELEVATORS

- ☐ 295-00 Elevators, Building Type

24. ENVIRONMENTAL SERVICE, EQUIPMENT AND SUPPLIES

- ☐ 962-40 Hazardous Materials Services
- ☐ 962-68 Radioactive Waste Disposal Services
- ☐ 988-56 Litter Removal Services, Including Beach Cleaning (Other than Buildings)

25. FACILITIES SUPPLIES, SUPPORT SERVICES AND EQUIPMENT

- ☐ 140-00 Broom, Brush and Mop Manufacturing Machinery and Supplies
- ☐ 145-00 Brushes
- ☐ 225-00 Cooler, Water Fountains (For Drinking Water)
- ☐ 192-00 Cleaning Compositions, Detergents, Solvents, Strippers
- ☐ 365-00 Floor Maintenance Machines, Parts and Accessories
- ☐ 485-00 Janitorial Supplies, General Line
- ☐ 910-00 Building Maintenance and Repair Services
- ☐ 910-39 Janitorial Services and Custodial Services
- ☐ 910-81 Window Washing Services
- ☐ 962-21 Cleaning Services, Steam and Pressure
- ☐ 962-85 Glass Tinting and Coating Services (Automobile and Buildings)
- ☐ 988-82 Swimming Pool Maintenance (Including Water Treatment)

26. FOOD-BEVERAGES-TOBACCO PRODUCTS-ETC.

- ☐ 375-00 Foods, Bakery Products (Fresh)
- ☐ 380-00 Foods, Dairy Products (Fresh)
- ☐ 385-00 Foods, Freeze-Dried, Frozen and Prepared Ready-to-Eat
- ☐ 390-00 Foods, Perishable
- ☐ 393-00 Foods, Stable Grocery and Grocer's Miscellaneous Items
- ☐ 660-00 Pipes, Tobaccos, Smoking Accessories, Alcoholic Beverages
- ☐ 962-19 Cafeteria Services
- ☐ 962-94 Bottled Water Services

27. FUEL, OIL, GREASE AND LUBRICANTS

- ☐ 405-00 Fuel, Oil, Grease and Lubricants
- ☐ 962-58 Oil Removal Services, Used (To include Oil and Petroleum Spill Services)
- ☐ 962-61 Petroleum Exploration Services

28. FURNITURE, CURTAINS, UPHOLSTERY, INTERIOR DESIGN

- ☐ 265-00 Draperies, Curtains, Upholstery
- ☐ 420-00 Furniture: Cafeteria, Chapel, Dormitory, Household, Library, Lounge, School
- ☐ 425-00 Furniture: Office
- ☐ 565-00 Mattress and Frame
- ☐ 962-48 Interior Design/Decorator Service
- ☐ 962-90 Upholstery Services (Other than Vehicles)

29. HARDWARE, TOOLS, PAINTS AND ACCESSORIES

- ☐ 005-00 Abrasives
- ☐ 445-00 Hand Tools (Powered and Non-Powered), Accessories and Supplies
- ☐ 450-00 Hardware and Related Items
- ☐ 460-00 Hose, Accessories and Supplies: Garden

30. INDUSTRIAL EQUIPMENT AND ACCESSORIES

- ☐ 105-00 Bearings (Except Wheel Bearings and Seals)
- ☐ 110-00 Belts and Belting: Conveyor, Elevator, Power Transmission, V-Belts
- ☐ 140-00 Manufacturing Machinery and Supplies: Broom, Brush, Mop
- ☐ 460-00 Hose, Accessories and Supplies: Industrial
- ☐ 565-00 Manufacturing Machinery and Supplies: Mattress and Frame
- ☐ 895-00 Welding Equipment and Supplies

31. KITCHEN, BAKERY AND RESTAURANT EQUIPMENT, ACCESSORIES AND SUPPLIES

- ☐ 090-00 Bakery Equipment, Commercial
- ☐ 160-00 Butcher Shop and Heat Processing Equipment
- ☐ 165-00 Cafeteria and Kitchen Equipment: Commercial
- ☐ 240-00 Cutlery, Dishes, Flatware, Glassware, Trays, Utensils, etc.
- ☐ 245-00 Dairy Equipment and Supplies
- ☐ 370-00 Food Processing and Canning Equipment and Supplies

32. LABORATORY EQUIPMENT, SUPPLIES AND SERVICE

- ☐ 175-00 Chemical Laboratory Equipment and Supplies
- ☐ 193-00 Clinical Laboratory Reagents and Tests: Blood Grouping, Diagnostic, Drug Monitoring, etc.
- ☐ 415-00 Laboratory Furniture
- ☐ 490-00 Laboratory Equipment and Accessories: Nuclear, Optical, And Physical
- ☐ 493-00 Laboratory Equipment and Accessories: Biochemistry, Chemistry, Environmental, Science, etc.
- ☐ 495-00 Laboratory and Field Equipment and Supplies: Biology, Botany, Geology, Microbiology, Zoology, etc.
- ☐ 962-22 Chemical Laboratory Services

33. LANDSCAPING AND LAWN MAINTENANCE SERVICE, EQUIPMENT, TOOLS AND SUPPLIES

- ☐ 020-00 Agricultural Equipment, Implements and Accessories
- ☐ 335-00 Fertilizers and Soil Conditioners
- ☐ 515-00 Lawn Maintenance Equipment, Accessories and Parts
- ☐ 595-00 Nursery Stock, Equipment and Supplies
- ☐ 790-00 Seed, Sod, Soil, Inoculants
- ☐ 968-88 Tree and Shrub Removal Services
- ☐ 988-36 Grounds Maintenance: Lawn Mowing, Edging, Plant, Trimming, etc.
- ☐ 988-88 Tree Trimming and Pruning Services
- ☐ 988-89 Weed and Vegetation Control Services

34. LEATHER GOODS, LUGGAGE, PURSES, FABRIC, NOTIONS AND ACCESSORIES

- ☐ 520-00 Leather and Related Equipment Products, Accessories and Supplies
- ☐ 530-00 Luggage, Brief cases, Purses and Related Items
- ☐ 590-00 Notions and Related Sewing Accessories and Supplies

35. MARINE EQUIPMENT, SUPPLIES AND SERVICE

- ☐ 120-00 Boats, Motors, Marine and Wildlife Equipment and Supplies
- ☐ 962-26 Diving Services
- ☐ 962-53 Marine Equipment and Marine Life Services (Except Maintenance and Repair)
- ☐ 962-54 Marine Buoys, Lights, etc., including servicing (Not Major Equipment)

36. MASS TRANSIT (BUS, RAIL, PEOPLE'S MOVER)

- ☐ 556-00 Transit Bus
- ☐ 557-00 Transit Bus Accessories and Supplies
- ☐ 558-00 Rail Vehicles and Systems
- ☐ 559-00 Rail Vehicle Parts and Accessories
- ☐ 864-00 Train Control, Electronics

37. MEDICAL AND HOSPITAL EQUIPMENT, SUPPLIES AND SERVICE (INCLUDING PHARMACEUTICALS, DRUGS AND BIOCHEMICALS)

- ☐ 260-00 Dental Equipment and Supplies
- ☐ 270-00 Drugs, Pharmaceuticals and Biological (For Human Therapeutic use)
- ☐ 271-00 Drugs, Pharmaceuticals and Sets (For high Volume Administration, Infusion, Irrigation, Tube Feeding)
- ☐ 410-00 Health Care and Hospital Facility Furniture
- ☐ 430-00 Gases, Containers and Equipment for Medical and Lab
- ☐ 435-00 Germicides, Cleaners and Related Sanitation Products for Health Care
- ☐ 465-00 Hospital and Surgical Equipment, Instruments and Supplies
- ☐ 470-00 Hospital Equipment and Supplies: Mobility, Speech Impaired, Restraint Items
- ☐ 475-00 Hospital, Surgical and Related Medical Accessories and Sundry Items
- ☐ 625-00 Optical Equipment, Accessories and Supplies
- ☐ 710-00 Prosthetic Devices, Hearing Aids, Auditory Testing Equipment, Electronic Reading Devices, etc.
- ☐ 948-00 Health Related Services
- ☐ 875-00 Veterinary Equipment, Accessories and Supplies
- ☐ 898-00 X-Ray and other Radiological Equipment and Supplies (Medical)

38. METAL, METAL FABRICATION, FOUNDRY CASTING, MACHINE SHOP

- ☐ 400-00 Equipment and Supplies, Foundry Castings
- ☐ 570-00 Metals: Bars, Plates, Rods, Sheets, Strips, Structural Shapes, Tubing and Fabricated Items
- ☐ 962-38 Galvanizing Services, Hot and Cold Dip, Plating Services
- ☐ 962-45 Industrial Electroplating Services
- ☐ 962-55 Metal Coating Services: Thermal, Spray and H.V.O.F. (High Velocity Oxy-Fuel)
- ☐ 962-82 Silver Recovery Services

39. MICROFICHE AND MICROFILMING SERVICES AND EQUIPMENT

- ☐ 575-00 Microfiche and Microfilm Equipment, Accessories and Supplies

40. MISCELLANEOUS SERVICES

- ☐ 962-31 Electrostatic Painting Services
- ☐ 962-36 Fireworks Display and Carnival Services
- ☐ 962-46 Installation Services (Not otherwise classified)
- ☐ 962-50 Leak Detection Services: Gas, Water, Chemical
- ☐ 962-59 Parking Services: Operation, Admission, Supervision
- ☐ 962-60 Party and Holiday Decorating Services

- ☐ 962-69 Records Management and Disposal
- ☐ 962-71 Religious Services
- ☐ 962-73 Restoration/Reclamation Services of Land and other Properties
- ☐ 968-46 Incinerator Services
- ☐ 578-35 Election Equipment and Supplies

41. MISCELLANEOUS PROFESSIONAL SERVICES

- ☐ 961-02 Administrative Services (All Kinds)
- ☐ 961-04 Artistic Services
- ☐ 961-12 Codification Services of Government Codes
- ☐ 915-00 Communication and Media Related Services
- ☐ 961-15 Concession Services, Vending Services-Mobile and Stationary
- ☐ 961-17 Construction Management Services
- ☐ 961-19 Conservation and Resource Management Services
- ☐ 961-21 Cost Estimating Services
- ☐ 961-24 Court Reporting Services
- ☐ 961-27 Decontamination Services
- ☐ 961-29 Economic Impact Study Services
- ☐ 961-30 Employment Agency and Search Firm Services (Except for Temporary Personnel)
- ☐ 961-32 Environmental Impact Study Services
- ☐ 961-37 Fleet Management Services
- ☐ 961-39 Floral Designing and Arranging Services
- ☐ 961-41 Fuel Management
- ☐ 961-43 Hydrological Services
- ☐ 961-45 Inspections and Certification Services
- ☐ 961-48 Laboratory and Field Testing Services (Not otherwise classified)
- ☐ 961-50 Legal Services
- ☐ 961-51 Lobby Services
- ☐ 961-53 Marketing Services
- ☐ 961-55 Mining Services (Including Consulting and Geological Services)
- ☐ 961-57 Musical Production Services
- ☐ 961-60 Public Opinion Survey Services
- ☐ 961-64 Real Estate Services
- ☐ 961-66 Sign Painting Services
- ☐ 961-68 Sports Professional Services (Including Sports and Recreational Programs)
- ☐ 961-69 Testing and Monitoring Services (Air, Gas, Water)
- ☐ 961-70 Tank Management Services, Storage (Including Underground)
- ☐ 961-72 Transcription Services, Legal and Medical
- ☐ 961-74 Transit Management and Operations Services
- ☐ 961-75 Translation Services
- ☐ 961-78 Travel Agency, Chartering and Tour Guide Services
- ☐ 961-79 Travel Program Management Services
- ☐ 961-86 Veterinary Services
- ☐ 961-88 Weather Forecasting Services
- ☐ 961-90 Writing Services, All Kinds
- ☐ 961-94 Zoning, Land Use Study Services
- ☐ 999-99 Pre-Qualified Architects and Engineers

42. MONEY MACHINES, FARE COLLECTION EQUIPMENT

- ☐ 318-00 Fare Collection Equipment and Supplies, Money Machines

43. MOTORS, PUMPS, COMPRESSORS

- ☐ 025-00 Air compressors and Accessories
- ☐ 720-00 Pumping Equipment and Accessories
- ☐ 929-61 Motor Rewinding and Repairing, Electric
- ☐ 545-49 Motors and Engines, Industrial, All Types (Not Automotive, Lawn or Marine)
- ☐ 285-00 Motors and Parts (Fractional and Integral), Controllers, Relays, Switches, Starters, Coils, Brushes, etc.

44. MOVING, STORAGE, TRANSPORTATION, DISPOSAL, REMOVAL AND DELIVERY SERVICE, EQUIPMENT AND SUPPLIES

- ☐ 560-00 Material Handling and Storage Equipment and Accessories
- ☐ 962-24 Courier/Delivery Service
- ☐ 962-25 Removal and Disposal of Dead Animals
- ☐ 962-56 Moving Services
- ☐ 962-57 Moving Services, House, Portable Buildings, Trailers,
- ☐ 295-50 Moving Walks and Parts
- ☐ 962-86 Transportation of Goods (Freight)
- ☐ 962-95 Warehousing and Storage Services (Not Storage Space Rental)

45. OFFICE/SCHOOL/LIBRARY SUPPLIES

- ☐ 015-00 Paper and Supplies for Office Machines
- ☐ 310-00 Envelopes, Plain or Printed
- ☐ 610-00 Carbon Paper and Ribbons
- ☐ 615-00 Office Supplies, General
- ☐ 620-00 Erasers, Inks, Leads, Pens, Pencils, etc.
- ☐ 645-00 Paper (For Office and Printing Use)
- ☐ 715-00 Publications and Audio Visual Materials
- ☐ 785-00 School Equipment and Supplies
- ☐ 962-74 Re-inking Services for Ribbons
- ☐ 956-00 Library Services, Subscriptions

46. OFFICE EQUIPMENT, SUPPLIES AND ACCESSORIES

- ☐ 555-00 Marking and Stenciling Devices
- ☐ 600-00 Office Machines, Equipment and Accessories
- ☐ 605-00 Office Mechanical Aids, Small Machines and Apparatuses

47. PARK AND PLAYGROUND EQUIPMENT, SPORTING GOODS, SUPPLIES, ACCESSORIES, ETC.

- ☐ 195-00 Clocks, Timers
- ☐ 650-00 Park, Playground, Recreational Area and Swimming Pool Equipment
- ☐ 805-00 Sporting and Athletic Goods
- ☐ 962-08 Athletic Training Services

48. PERSONAL ITEMS AND BEAUTY CARE AND SUPPLIES

- ☐ 095-00 Barber and Beauty Shop Equipment and Supplies
- ☐ 195-00 Clocks, Timers, Watches and Jeweler's and Watchmaker's Tools and Equipment

49. PEST CONTROL SERVICE, EQUIPMENT AND SUPPLIES

- ☐ 675-00 Poisons: Agricultural and Industrial
- ☐ 910-59 Pest Control Service and Termite Inspection
- ☐ 988-72 Pest Control Services (Other than Buildings)

50. PHOTOGRAPHIC EQUIPMENT, SUPPLIES *AND SERVICE*

- ☐ *655-00 Photographic Equipment and Supplies*

51. PRINTING EQUIPMENT, MACHINE SUPPLIES AND ACCESSORIES

- ☐ 700-00 Printing Plant Equipment, Accessories, Machine Supplies and Maintenance

52. PRINTING SERVICES

- ☐ 125-00 Bookbinding Supplies
- ☐ 255-00 Decals and Stamps
- ☐ 300-00 Embossing and Engraving
- ☐ 310-00 Envelopes
- ☐ 395-00 Continuous Forms: Snap-outs, Computer Forms
- ☐ 860-00 Tickets, coupon Books, Sales Books, Strip Books, etc.
- ☐ 908-00 Bookbinding, Re-binding and Repairing
- ☐ 962-14 Blueprinting Services
- ☐ 965-00 Printing Preparations, Etching, Photoengraving, Preparation of Mats, Negatives and Plates
- ☐ 966-00 Printing, Publishing, Silk Screening, Typesetting
- ☐ 915-76 Reproduction (Copy Machines)
- ☐ 956-20 Copying Services

53. RECYCLED AND RECYCLABLE MATERIALS, PRODUCTS AND SERVICES

- ☐ 100-67 Containers, Recycling
- ☐ 310-60 Envelopes, Recycled Paper
- ☐ 395-51 Continuous Forms, Recycled, All Types
- ☐ 405-87 Recycled Petroleum Products
- ☐ 410-68 Recycled Health care and Hospital Furniture
- ☐ 415-57 Recycled Laboratory Furniture (All Types)
- ☐ 420-81 Recycled Furniture for Cafeteria, Chapel, Dormitory, Household, Library, Lounge, School (All Types)
- ☐ 425-64 Recycled Office Furniture (All Types)
- ☐ 440-62 Recycled Glass Products
- ☐ 450-64 Recycled Hardware and Rubber Products
- ☐ 465-81 Recycled Hospital and Surgical Equipment
- ☐ 470-58 Recycled Mobility, Speech Impaired and Restraint Items
- ☐ 475-72 Recycled Hospital Accessories and Sundry Equipment and Supplies
- ☐ 520-61 Recycled Leather Products
- ☐ 540-77 Recycled Lumber
- ☐ 578-64 Recycling Equipment, Machines and Supplies
- ☐ 610-33 Recycled Carbon Paper
- ☐ 610-34 Recycled Ribbons
- ☐ 615-73 Recycled Office Supplies
- ☐ 620-94 Recycled Pens and Pencils
- ☐ 640-66 Recycled Paper, Plastics and Styrofoam Products (Disposable Type)
- ☐ 645-00 Recycled Paper Stock
- ☐ 650-48 Recycled Recreational and Park Equipment
- ☐ 655-79 Recycled Photographic Equipment and Supplies
- ☐ 745-68 Recycled Asphalt
- ☐ 755-37 Asphalt Recycling Equipment
- ☐ 906-74 Recycling System Services
- ☐ 962-70 Recycling Services (Including Collection)

54. RENTAL OR LEASE -- ALL TYPES: EQUIPMENT, SPACE, LAND, LOT, ETC.

- ☐ 971-00 Rental or Lease -- Real Property, Hotel/Motel Accommodations, Exhibit Booth, etc.
- ☐ 975-00 Rental or Lease – Equipment, Tools, Appliances, Furniture, Vehicles, Instruments, Machinery, etc.

55. REPAIRS, MAINTENANCE AND RECONDITIONING

- ☐ 928-00 Automobiles Trucks, Trailers, Buses, etc.
- ☐ 929-00 Agricultural, Industrial, Marine and Heavy Equipment
- ☐ 931-00 Appliances, Athletic, cafeteria, Furniture, Musical Instruments
- ☐ 934-00 Laundry, Lawn, Painting, Plumbing and Spraying Equipment
- ☐ 936-00 General Equipment
- ☐ 938-00 Hospital, Laboratory and Testing Equipment
- ☐ 939-00 Office and Photographic Equipment, Radios and TV Sets
- ☐ 940-00 Railroad and Track Equipment

56. SALE OF SURPLUS AND OBSOLETE ITEMS

- ☐ 998-00 Sale of Surplus and Obsolete Items

57. SECURITY AND SAFETY EQUIPMENT, SUPPLIES AND SERVICE

- ☐ 340-00 Fire Protection Equipment and Supplies
- ☐ 345-00 First Aid and Safety Equipment and Supplies
- ☐ 550-20 Flares and Fuses
- ☐ 680-00 Police Equipment and Supplies
- ☐ 962-65 Protection Services (Not Including Buildings)
- ☐ 990-00 Security, Fire, Safety and Emergency Services
- ☐ 990-05 Alarm Services
- ☐ 990-10 Armored Car Services
- ☐ 990-22 Card Access Security Services
- ☐ 990-25 Crime Prevention Services
- ☐ 990-27 Crossing Guard Services
- ☐ 990-30 Disaster Relief Services
- ☐ 990-32 Driver's License Services
- ☐ 990-37 Emergency Medical and Ambulance Services (Excluding Fire Services)
- ☐ 990-41 Fingerprinting Services
- ☐ 990-42 Fire and Safety Services
- ☐ 990-46 Guard and Security Services
- ☐ 990-52 Investigative Services
- ☐ 990-67 Patrol Services
- ☐ 990-70 Polygraph Testing Services
- ☐ 990-77 Safety Training and Awareness Services (Highway Safety, Boating, Seat Belt, etc.)
- ☐ 990-80 Surveillance Services

58. SIGNS, SIGNAGE AND TRAFFIC CONTROL DEVICES

- ☐ 550-00 Markers, Plaques, Signs and Traffic Control Devices

- ☐ 550-20 Flares and Fuses
- ☐ 968-80 Traffic Sign Installation
- ☐ 968-81 Traffic Sign Maintenance and Repair
- ☐ 968-82 Traffic Signal Installation
- ☐ 968-83 Traffic Signal Maintenance and Repair

59. SOCIAL AND COMMUNITY SERVICES

- ☐ 964-00 Temporary Personnel and Workers (All Types)

60. WATERWORKS AND SEWAGE UTILITIES

- ☐ 890-00 Water Supply and Sewage Treatment Equipment
- ☐ 962-91 Utility Locator Service (Underground)
- ☐ 962-92 Video Scanning Services of Sewers, /Waterwells, etc.
- ☐ 968-00 General Construction & Maintenance (Airport, Roadways, Utilities, Antenna Tower, Dredging Bridges, Demolition, Excavating, Wrecking and Removal, Sewer /Water/ Wastewater, Public Works Constructions, etc.)
- ☐ 968-65 Pipeline Construction and Repair
- ☐ 968-68 Sewer and Storm Drain Construction
- ☐ 968-69 Sewer Maintenance and Repair
- ☐ 968-73 Storm Drain Cleaning, Repair and Sludge Removal Services
- ☐ 968-93 Well Pointing Services (De-watering)
- ☐ 968-94 Waterproofing Systems and Repair Work
- ☐ 968-95 Wastewater Treatment Plant, Operations, Testing, Maintenance
- ☐ 968-96 Water System, Mains and Service Line Construction and Repair Service

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Miami-Dade County

VENDOR CHECKLIST OF DOCUMENTS TO BE SUBMITTED

Internal Services Department,
Procurement Management Services Division
Vendor Services Section
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773
www.miamidade.gov/procurement

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your ***"County Vendor Number".*** *Please enter your Federal Employee Identification Number (FEIN)* ***or*** *if none then enter the owner's Social Security Number (SSN).*

☐ **FEIN** _____

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

☐ **NAICS Code** _____

SECTION 4: CHECKLIST OF DOCUMENTS TO BE SUBMITTED

☐ **Submit copy of current Local Business Tax Receipt** (formerly the Miami-Dade County Occupational License) for businesses physically located in Miami-Dade County. Contact the Miami-Dade Tax Collector's Office at www.miamidade.gov/taxcollector or contact:

Miami-Dade County Tax Collector's Office, Local Business Tax Section
140 West Flagler Street, Room 101, Miami, Florida, 33130
Telephone: (305) 270-4949 Fax: (305) 372-6368

☐ **Submit copy of Certificate if your company is under one of the following:**

- *Corporation*
- *Trademarks*
- *Limited Partnerships*
- *Limited Liability Company*
- *Limited Liability & General Partnerships*
- *Fictitious Business Name(s), if required*

Note: Miami-Dade County will confirm the validity of Certificates with the applicable state authority. For companies located in Florida and registered with the Florida Department of State, Division of Corporations, the company's Federal Employer Identification Number (FEIN) must be posted on the Florida Division of Corporation's website. To confirm that your FEIN is posted, visit the State website at **www.sunbiz.org** Under "Document Search", press "Inquire by Name" or "Inquire by Federal Employer Identification Number (FEIN)" to produce the corresponding report.

If your company's Federal Employer Identification Number (FEIN) is not posted, contact the Florida Department of State, Division of Corporations and request that your company FEIN be added to your file posted on the web. Requests must be provided on your company's letterhead and reference the document number assigned when your company was registered. Submit your request via email at **corphelp@dos.state.fl.us** , **or** contact the agency at 1-850-245-6052 for additional information.

☐ **Submit the original of one of the following documents that apply to your entity or business.**

- *W-9 Request for Taxpayer ID Number and Certification (document and instructions attached)* ***or one of the following:***
- *W-8ECI Form Certificate of Foreign Person's Claim for Exemption from Withholding on Income Effectively Connected With the Conduct of a Trade or Business in the United States. Obtain a form and instructions from* ***www.irs.gov***
- *W-8BEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding. Obtain a form and instructions from* ***www.irs.gov***
- *W-8EXP Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding. Obtain a form and instructions from* ***www.irs.gov***
- *W-8IMY Certificate of foreign Intermediary, Foreign, Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding. Obtain a form and instructions from* ***www.irs.gov***

☐ **Submit copy of IRS letter 147C,** verifying your business name and FEIN or any other preprinted IRS form issued by the IRS identifying your business name and FEIN.

☐ **Submit copy of Social Security Card** – If registering under your name, Fictitious Business Name(s) and FEIN is not available.

Miami-Dade County
INTERNAL SERVICES DEPARTMENT, PROCUREMENT MANAGEMENT SERVICES DIVISION

NOTICE OF REQUIREMENTS CONCERNING THE USE OF SOCIAL SECURITY NUMBERS

Effective October 1, 2007, the Florida Legislature adopted new requirements under Section 119.071(5) of the Florida Statutes, relating to the collection and dissemination of Social Security Numbers by all "Agencies" in Florida. Under the new requirements, an agency may not collect an individual's Social Security Number unless the agency has stated in writing the purpose for its collection.

Please be aware that the Miami-Dade County Internal Services Department, Procurement Management Services Division (County) collects Social Security Numbers from individuals, in lieu of a Federal Employer Identification Number (FEIN), if a FEIN has not been issued by the Internal Revenue Service for the individual/firm registering as a vendor with the County.

In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/vendor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

If you have any questions concerning the use of your Social Security Number, you may contact the Internal Services Department, Procurement Management Services Division, Vendor Services Section at (305) 375-5773.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

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).

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 on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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 his or her 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 his or her 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 Part II instructions on page 3 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 under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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 no longer are 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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. 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 the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

85

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, 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, and payments for services paid by a federal executive agency.

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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 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 Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. 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/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "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, generally you will 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.

Caution: *A disregarded domestic 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, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. 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]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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 and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. 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.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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, social security number (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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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. possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Instructions for the Requester of Form W-9

(Rev. January 2011)

Request for Taxpayer Identification Number and Certification

Department of the Treasury
Internal Revenue Service

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

What's New

New checkboxes. Generally, for any sale of a covered security acquired by an S corporation (other than a financial institution) after December 31, 2011, brokers will be required to report gross proceeds and basis information to S corporations and may not treat them as exempt recipients. New tax classification checkboxes have been added for S corporation and Trust/estate. The Form W-9 is revised to allow S corporations sufficient time to provide new certifications to brokers indicating their non-exempt status. Also, disregarded entity was removed as a tax classification for limited liability companies.

Reminders

- The backup withholding rate is 28% for reportable payments.
- The IRS website offers TIN Matching e-services for certain payers to validate name and TIN combinations. See *Taxpayer Identification Number (TIN) Matching* on page 4.

How Do I Know When To Use Form W-9?

Use Form W-9 to request the taxpayer identification number (TIN) of a U.S. person (including a resident alien) and to request certain certifications and claims for exemption. (See *Purpose of Form* on Form W-9.) Withholding agents may require signed Forms W-9 from U.S. exempt recipients to overcome any presumptions of foreign status. For federal purposes, a U.S. person includes but is not limited to:

- 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,
- Any estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

A partnership may require a signed Form W-9 from its U.S. partners to overcome any presumptions of foreign status and to avoid withholding on the partner's allocable share of the partnership's effectively connected income. For more information, see Regulations section 1.1446-1.

Advise foreign persons to use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities, for more information and a list of the W-8 forms.

Also, a nonresident alien individual may, under certain circumstances, claim treaty benefits on scholarships and fellowship grant income. See Pub. 515 or Pub. 519, U.S. Tax Guide for Aliens, for more information.

Electronic Submission of Forms W-9

Requesters may establish a system for payees and payees' agents to submit Forms W-9 electronically, including by fax. A requester is anyone required to file an information return. A payee is anyone required to provide a taxpayer identification number (TIN) to the requester.

Payee's agent. A payee's agent can be an investment advisor (corporation, partnership, or individual) or an introducing broker. An investment advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. The introducing broker is a broker-dealer that is regulated by the SEC and the National Association of Securities Dealers, Inc., and that is not a payer. Except for a broker who acts as a payee's agent for "readily tradable instruments," the advisor or broker must show in writing to the payer that the payee authorized the advisor or broker to transmit the Form W-9 to the payer.

Electronic system. Generally, the electronic system must:

- Ensure the information received is the information sent, and document all occasions of user access that result in the submission;
- Make reasonably certain that the person accessing the system and submitting the form is the person identified on Form W-9, the investment advisor, or the introducing broker;
- Provide the same information as the paper Form W-9;
- Be able to supply a hard copy of the electronic Form W-9 if the Internal Revenue Service requests it; and
- Require as the final entry in the submission an electronic signature by the payee whose name is on Form W-9 that authenticates and verifies the submission. The electronic signature must be under penalties of perjury and the perjury statement must contain the language of the paper Form W-9.

TIP *For Forms W-9 that are not required to be signed, the electronic system need not provide for an electronic signature or a perjury statement.*

For more details, see the following.

- Announcement 98-27, which is on page 30 of Internal Revenue Bulletin 1998-15 at *www.irs.gov/pub/irs-irbs/irb98-15.pdf.*
- Announcement 2001-91, which is on page 221 of Internal Revenue Bulletin 2001-36 at *www.irs.gov/pub/irs-irbs/irb01-36.pdf.*

Individual Taxpayer Identification Number (ITIN)

Form W-9 (or an acceptable substitute) is used by persons required to file information returns with the IRS to get the payee's (or other person's) correct name and TIN. For individuals, the TIN is generally a social security number (SSN).

However, in some cases, individuals who become U.S. resident aliens for tax purposes are not eligible to obtain an SSN. This includes certain resident aliens who must receive information returns but who cannot obtain an SSN.

These individuals must apply for an ITIN on Form W-7, Application for IRS Individual Taxpayer Identification Number, unless they have an application pending for an SSN. Individuals who have an ITIN must provide it on Form W-9.

Substitute Form W-9

You may develop and use your own Form W-9 (a substitute Form W-9) if its content is substantially similar to the official IRS Form W-9 and it satisfies certain certification requirements.

You may incorporate a substitute Form W-9 into other business forms you customarily use, such as account signature cards. However, the certifications on the substitute Form W-9 must clearly state (as shown on the official Form W-9) that under penalties of perjury:

1. The payee's TIN is correct,
2. The payee is not subject to backup withholding due to failure to report interest and dividend income, and
3. The payee is a U.S. person.

You may not:

1. Use a substitute Form W-9 that requires the payee, by signing, to agree to provisions unrelated to the required certifications, or
2. Imply that a payee may be subject to backup withholding unless the payee agrees to provisions on the substitute form that are unrelated to the required certifications.

A substitute Form W-9 that contains a separate signature line just for the certifications satisfies the requirement that the certifications be clearly stated.

If a single signature line is used for the required certifications and other provisions, the certifications must be highlighted, boxed, printed in bold-face type, or presented in some other manner that causes the language to stand out from all other information contained on the substitute form. Additionally, the following statement must be presented to stand out in the same manner as described above and must appear immediately above the single signature line:

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

If you use a substitute form, you are required to provide the Form W-9 instructions to the payee only if he or she requests them. However, if the IRS has notified the payee that backup withholding applies, then you must instruct the payee to strike out the language in the certification that relates to underreporting. This instruction can be given orally or in writing. See item 2 of the *Certification* on Form W-9. You can replace "defined below" with "defined in the instructions" in item 3 of the *Certification* on Form W-9 when the instructions will not be provided to the payee except upon request. For more information, see Rev. Proc. 83-89,1983-2 C.B. 613; amplified by Rev. Proc. 96-26, which is on page 22 of Internal Revenue Bulletin 1996-8 at *www.irs.gov/pub/irs-irbs/irb96-08.pdf*.

TIN Applied for

For interest and dividend payments and certain payments with respect to readily tradable instruments, the payee may return a properly completed, signed Form W-9 to you with "Applied For" written in Part I. This is an "awaiting-TIN" certificate. The payee has 60 calendar days, from the date you receive this certificate, to provide a TIN. If you do not receive the payee's TIN at that time, you must begin backup withholding on payments.

Reserve rule. You must backup withhold on any reportable payments made during the 60-day period if a payee withdraws more than $500 at one time, unless the payee reserves an amount equal to the current year's backup withholding rate on all reportable payments made to the account.

Alternative rule. You may also elect to backup withhold during this 60-day period, after a 7-day grace period, under one of the two alternative rules discussed below.

Option 1. Backup withhold on any reportable payments if the payee makes a withdrawal from the account after the close of 7 business days after you receive the awaiting-TIN certificate. Treat as reportable payments all cash withdrawals in an amount up to the reportable payments made from the day after you receive the awaiting-TIN certificate to the day of withdrawal.

Option 2. Backup withhold on any reportable payments made to the payee's account, regardless of whether the payee makes any withdrawals, beginning no later than 7 business days after you receive the awaiting-TIN certificate.

The 60-day exemption from backup withholding does not apply to any payment other than interest, dividends, and certain payments relating to readily tradable instruments. Any other reportable payment, such as nonemployee compensation, is subject to backup withholding immediately, even if the payee has applied for and is awaiting a TIN.

Even if the payee gives you an awaiting-TIN certificate, you must backup withhold on reportable interest and dividend payments if the payee does not certify, under penalties of perjury, that the payee is not subject to backup withholding.

If you do not collect backup withholding from affected payees as required, you may become liable for any uncollected amount.

Payees Exempt From Backup Withholding

Even if the payee does not provide a TIN in the manner required, you are not required to backup withhold on any payments you make if the payee is:

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 possession of the United States, or any of their political subdivisions, agencies, or instrumentalities;

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;

7. A foreign central bank of issue;

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

The following types of payments are exempt from backup withholding as indicated for items 1 through 15 above.

Interest and dividend payments. All listed payees are exempt except the payee in item 9.

Broker transactions. All payees listed in items 1 through 5 and 7 through 13 are exempt. Also, C corporations are exempt. A person registered under the Investment Advisers Act of 1940 who regularly acts as a broker is also exempt.

Barter exchange transactions and patronage dividends. Only payees listed in items 1 through 5 are exempt.

Payments reportable under sections 6041 and 6041A. Only payees listed in items 1 through 7 are generally exempt.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC, Miscellaneous Income, are not exempt from backup withholding.

- Medical and health care payments.
- Attorneys' fees.
- Payments for services paid by a federal executive agency. (See Rev. Rul. 2003-66, which is on page 1115 of Intenal Revenue Bulletin 2003-26 at *www.irs.gov/pub/irs-irbs/irb03-26.pdf.*)

Payments Exempt From Backup Withholding

Payments that are not subject to information reporting also are not subject to backup withholding. For details, see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A, and 6050N, and their regulations. The following payments are generally exempt from backup withholding.

Dividends and patronage dividends

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.
- Section 404(k) distributions made by an ESOP.

Interest payments

- Payments of interest on obligations issued by individuals. However, if you pay $600 or more of interest in the course of your trade or business to a payee, you must report the payment. Backup withholding applies to the reportable payment if the payee has not provided a TIN or has provided an incorrect TIN.
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Mortgage or student loan interest paid to you.

Other types of payment

- Wages.
- Distributions from a pension, annuity, profit-sharing or stock bonus plan, any IRA, an owner-employee plan, or other deferred compensation plan.
- Distributions from a medical or health savings account and long-term care benefits.
- Certain surrenders of life insurance contracts.
- Distribution from qualified tuition programs or Coverdell ESAs.
- Gambling winnings if regular gambling winnings withholding is required under section 3402(q). However, if regular gambling winnings withholding is not required under section 3402(q), backup withholding applies if the payee fails to furnish a TIN.
- Real estate transactions reportable under section 6045(e).
- Cancelled debts reportable under section 6050P.
- Fish purchases for cash reportable under section 6050R.

After 2011, backup withholding will apply to certain payment card transactions by a qualified payment card agent under section 6050W.

Joint Foreign Payees

If the first payee listed on an account gives you a Form W-8 or a similar statement signed under penalties of perjury, backup withholding applies unless:

1. Every joint payee provides the statement regarding foreign status, or

2. Any one of the joint payees who has not established foreign status gives you a TIN.

If any one of the joint payees who has not established foreign status gives you a TIN, use that number for purposes of backup withholding and information reporting.

For more information on foreign payees, see the Instructions for the Requester of Forms W-8BEN, W-8ECI, W-8EXP, and W-8IMY.

Names and TINs To Use for Information Reporting

Show the full name and address as provided on Form W-9 on the information return filed with the IRS and on the copy furnished to the payee. If you made payments to more than one payee or the account is in more than one name, enter on the first name line of the information return only the name of the payee whose TIN is shown on Form W-9. You may show the names of any other individual payees in the area below the first name line on the information return.

For more information on the names and TINs to use for information reporting, see section J of the General Instructions for Certain Information Returns.

Notices From the IRS

The IRS will send you a notice if the payee's name and TIN on the information return you filed do not match the IRS's records. (See *Taxpayer Identification Number (TIN) Matching,* later.) You may have to send a "B" notice to the payee to solicit another TIN. Pub. 1281, Backup Withholding for Missing and Incorrect Name/TIN(s), contains copies of the two types of "B" notices.

Taxpayer Identification Number (TIN) Matching

TIN Matching allows a payer or authorized agent who is required to file Forms 1099-B, DIV, INT, K, MISC, OID, and/or PATR to match TIN and name combinations with IRS records before submitting the forms to the IRS. TIN Matching is one of the e-services products that is offered and is accessible through the IRS website. Go to IRS.gov and enter e-services in the search box. It is anticipated that payers who validate the TIN and name combinations before filing information returns will receive fewer backup withholding (CP2100) notices and penalty notices.

Additional Information

For more information on backup withholding, see Pub. 1281.

APPENDIX G

FY 2015-16 Human and Social Services Community-Based Organization Funding Request for Proposals (RFP No. CBO1516)

BOARD OF DIRECTORS LIST

APPENDIX G
FY 2015-16 HUMAN AND SOCIAL SERVICES COMMUNITY-BASED ORGANIZATION FUNDING RFP No. CBO1516

Board of Directors List

Name of the Agency: _____

Board Member Name and Address	Office Held (if any)	Race/Ethnicity and Gender	Length of Service on Board	Phone Number

APPENDIX H

FY 2015-16 Human and Social Services Community-Based Organization Funding Request for Proposals (RFP No. CBO1516)

MIAMI-DADE COUNTY COLLUSION AFFIDAVIT

(Provided for information only, and should not to be submitted with Proposal)

BID NO.:
BID TITLE:

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared _____ (Insert name of affiant) who being duly sworn states:

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

☐ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

☐ is related to the following parties who bid in the solicitation which are identified and listed below:

_____ _____

_____ _____

_____ _____

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ _____ 20 ___
Signature of Affiant Date

_____ __/__-__/__/__/__/__/__/__/__/__/
Printed Name of Affiant and Title Federal Employer Identification Number

_____
Printed Name of Firm

_____
Address of Firm

BID NO.:
BID TITLE:

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20___

He/She is personally known to me or has presented _____ as identification.
Type of identification

_____ Signature of Notary

_____ Serial Number

_____ Print or Stamp Name of Notary

_____ Expiration Date

Notary Public -- State of _____

Notary Seal

Appendix I

FY 2015-16 Human and Social Services Community-Based Organization Funding Request for Proposals (RFP No. CBO1516)

Due Diligence Checklist

DUE DILIGENCE CHECKLIST

AGENCY NAME:_____

DUE DILIGENCE ITEM	COMPLIANT	NON-COMPLIANT	NOT APPLICABLE
MIAMI-DADE COUNTY OFFICE OF INSPECTOR GENERAL			
VENDOR REGISTRATION DOCUMENTS, AFFIDAVITS AND APPLICABLE LICENCES (Florida Department of Professional Regulation)			
INSURANCE AND/OR BONDS			
SBD VIOLATIONS REPORT			
FLORIDA CONVICTED VENDOR LIST			
FEDERAL SAM (f/k/a CONTRACTOR DEBARMENT REPORT)			
FEDERAL SAM (f/k/a DELINQUENT CONTRACTORS)			
GOAL DEFICIT MAKE-UP REPORT			
SUSPENDED CONTRACTORS FLORIDA SUSPENDED CONTRACTORS			
FEDERAL SAM (f/k/a FEDERAL EXCLUDED PARTIES LIST SYSTEM)			
SUDAN/IRAN AFFIDAVIT			
STATE OF FLORIDA CORPORATIONS (SUNBIZ)			
CAPITAL IMPROVEMENTS INFORMATION SYSTEM			
A&E TECHNICAL CERTIFICATION REPORT			
PRE-QUALIFICATION REPORT			
WEB SEARCH FOR COMPLIANCE AND PERFORMANCE RECORD (BETTER BUSINESS BUREAU)			
REFERENCE CHECKS FOR CONTRACTS SIMILAR IN SCOPE			
TAX RETURNS, FINANCIAL STATEMENTS (AUDITED), PROFORMA STATEMENTS AND OTHER FINANCIAL DOCUMENTS			
LOCAL PUBLIC RECORDS SEARCH (CLERK OF COURTS)			
DUNN & BRADSTREET FINANCIAL REPORTS			
PUBLIC ACCESS TO COURT ELECTRONIC RECORDS (PACER)			

I certify that I have completed the due diligence search required through Resolution #R-630-13 on the previously mentioned agency, and that the information mentioned above is correct.

Contracts Officer: _____

Date: _____

Appendix J

FY 2015-16 Human and Social Services Community-Based Organization Funding Request for Proposals (RFP No. CBO1516)

Draft Agreement

FY 2016-17
County General Funds
Ordinance(s) #

"DRAFT" AGREEMENT

This Agreement made and entered into as of this _____ day of _____, by and between Miami-Dade County, a political subdivision of the State of Florida, through its Office of Management and Budget, Grants Coordination division, (hereinafter referred to as "County," "OMB-GC" or "OMB"), having its principal office at 111 NW 1st Street, 22nd Floor, Miami, Florida 33128, and **[insert agency name – bold off]**. a corporation organized and existing under the laws of the State of Florida, having its principal office at **[insert agency address – bold off]** (hereinafter referred to as "Provider"), states conditions and covenants for the rendering of human and social services (hereinafter referred to as "Services") for the County.

WHEREAS, the Provider provides or will develop services of value to the County and has demonstrated an ability or desire to provide these services; and

WHEREAS, the County is desirous of assisting the Provider in providing those services and the Provider is desirous of providing such services; and

WHEREAS, the County has appropriated grant funds for the proposed services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Agreement" "Contract" or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Services (Attachment A) and the Budget Documents (Attachment B) and all other attachments hereto, as well as all amendments or budget revisions issued hereto.

b) The words "Contract Manager" shall mean Miami-Dade County's Director of the Office of Management and Budget ("OMB") or the Director's designee, or the duly authorized representative designated to manage the Contract.

c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.

d) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Provider to the County's Contract Manager for review and approval pursuant to the terms of this Agreement.

e) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement,

permission, order, designation, selection or prescription of the County's Contract Manager; and similarly the words "approved", acceptable", "satisfactory", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Contract Manager.

f) The words "Effective Term" shall mean the date on which this Agreement is effective, including start date and end date.

g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Agreement, as directed and/or approved by the County.

h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.

i) The words "Scope of Services" shall mean the document appended hereto as Attachment A, which details the work to be performed by the Provider.

j) The word "subcontractor", "subconsultant", or "lessor" shall mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes services, labor, materials, and/or leases building space or land in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privity of Agreement with the Provider.

k) The words "Work", "Services" "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Agreement.

l) The word "review" shall mean inspection of original documentation and retention of copies of such documents associated with the administrative, fiscal, and programmatic functions of the program(s) supported by Miami-Dade County General Funds.

m) The term "administrative budget" shall refer to costs that are not tied to the direct provision of services funded under this agreement. These costs may include: 1) the portion of payroll of the Provider's salaried administrative personnel and compensation of Provider's subcontracted administrative personnel (i.e., executive directors, agency heads, management and business consultants, information technology (IT) consultants, clerical, or other administrative personnel) payment for the administrative (non-program) portion of their duties; 2) overhead costs not related to the direct provision of services (i.e., administrative office space and related maintenance, utilities and supplies, insurance, advertising, marketing and fundraising costs, staff training, accounting and tax preparation services, and audit fees).

n) The term "arm's length transaction" shall refer to any transaction in which the buyers and sellers of a product act independently and have no relationship to each other to ensure that both parties in the transaction are acting in their own self-interest and are not subject to any pressure or duress from the other party.

o) The term "related party transaction" shall refer to a business deal or arrangement between two parties who are joined by a special relationship (family member or relative, stockholder, related corporation) prior to the deal or arrangement.

p) The term "program income" shall refer to the income received by the Provider directly

from the activities funded under this agreement, or generated as a result of the use of the County's General Fund award.

ARTICLE 2. AMOUNT PAYABLE

Subject to available funds, the maximum provisional amount payable for services rendered under this contract shall not exceed:

(Insert Descriptive Service Program Name 1) $
(Insert Descriptive Service Program Name 2) $

Both parties agree that should, in the County's sole discretion, available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County.

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

Both parties agree that this is a twelve month contract effective as of July 1, 2016 through June 30, 2017.

It is the ongoing responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

Both parties expressly acknowledge availability of funding under this contract is at the County's sole discretion.

ARTICLE 3. SCOPE OF SERVICES

The Provider shall render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A. The Scope of Services must clearly indicate the time frames for the delivery of each of the proposed services.

The Provider shall implement the Scope of Services as described in Attachment A in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not be effective until approved by the County and Provider in writing.

The Provider will not use products or foods containing "pink slime," as defined in Resolution 478-12 of the Board of Miami-Dade County Commissioners, in food that is provided or served pursuant to this agreement.

For congregate and/or home-delivered meal programs, the Provider agrees to furnish proof that it is meeting all applicable local, State, and Federal food safety and hygiene requirements.

ARTICLE 4. BUDGET SUMMARY

The Provider agrees that all expenditures or costs shall be made in accordance with the Budget, which is attached herein and incorporated hereto as Attachment B. Pursuant to Board of Miami-Dade County Commissioners Resolution 630-13, the Provider will also submit a detailed project budget, and sources and uses statement as Attachment B-1, which shall be sufficiently detailed to show (i) the total project cost, (ii) the amount of funds to be used for administrative and overhead costs, (iii) whether the County funds will be 'gap' funds meaning that they would be the last remaining funds needed to ensure funding for the total project cost, (iv) any profit to be made by the Provider, and (v) the amount of funds devoted toward the provision of the desired services or activities. The Provider will also submit an agency-wide budget as Attachment B-2. The agency-wide budget shall display all projected agency revenues by funding source(s), including but not limited to funds from this Miami-Dade County General Fund Agreement, any other Miami-Dade County General Fund revenues, the projected administrative costs across all funding sources, and the total agency revenue for FY 2016-17. The Provider will continually disclose any changes in funding – County or non-County – through the submission of an updated Agency-Wide Budget to the OMB-GC within thirty (30) days after such changes occur.

The Provider may request a budget revision to amend the budget in Attachment B during the term of this Agreement. A request for a budget revision must be submitted to OMB-GC no later than thirty (30) days prior to the expiration of this Agreement.

The Provider may shift funds between existing line items in Attachment B: 1) without a budget revision, if the change to the line item does not exceed fifteen percent (15%); or 2) with a budget revision requested by the Provider's President, Vice President, Executive Director, or other designated representative as stated on the Authorized Signature Form attached hereto, and approved by the OMB-GC, if the changes to a line item exceed fifteen percent (15%). A budget revision is also required in order to add new line items.

Pursuant to Resolution R-700-13, in no event shall County general funds, whether under this contract and other contracts, cumulatively be used to fund more than twenty-five percent (25%) of the Provider's total administrative budget.

In no event shall the budget under this agreement include total administrative costs in excess of fifteen percent (15%) of each program allocation under this agreement.

ARTICLE 5. EFFECTIVE TERM

Both parties agree that the effective term of this Agreement shall commence on July 1, 2016 and terminate at the close of business on June 30, 2017.

ARTICLE 6. INDEMNIFICATION BY PROVIDER

A. **If the Provider is a Government Entity.** Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the government entity or its employees,

agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute, as may be amended, whereby the government entity shall not be held liable to pay a personal injury or property damage claim or judgment by a party which exceeds the statutory cap for personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the government entity. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider or self-insurance shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

B. **All Other Providers.** Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

C. **Term of Indemnification.** The provisions of Article 6 shall survive the expiration or termination of this Contract.

ARTICLE 7. INSURANCE

If the total dollar value of all County contracts with the Provider exceeds $25,000 then the following insurance coverage is required:

A. **Government Entity.** If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes. The provider shall also furnish the County, upon request, written verification of Workers Compensation protection in accordance with Florida Statutes, Chapter 440.

B. **All Other Providers.**

1. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to Miami-Dade County, c/o Office of Management and Budget (OMB), 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined

below:

A. All insurance certificates must list the COUNTY as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

B. Worker's Compensation Insurance for all employees of the SERVICE PROVIDER as required by Florida Statutes, Chapter 440.

C. Commercial General Liability Insurance in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For SERVICE PROVIDERS supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is $500,000.

E. Professional Liability Insurance in the name of the SERVICE PROVIDER, when applicable, in an amount not less than $250,000.

F. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the COUNTY's Risk Management Division

OR

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services.

G. Compliance with the foregoing requirements shall not relieve the SERVICE PROVIDER of its liability and obligations under this Section or under any other section of this Agreement.

H. The COUNTY reserves the right to inspect the SERVICE PROVIDER'S original insurance policies at any time during the term of this Agreement.

I. Applicability of this section of the Agreement affects SERVICE PROVIDERS whose combined total award for all services funded under this Agreement exceed a $25,000 threshold. If the SERVICE PROVIDER's original total combined award is less than $25,000, but the SERVICE PROVIDER receives additional funding during the contract period which makes the total combined award exceed $25,000, then the requirements of this section shall apply.

J. **Failure to Provide Certificates of Insurance.** The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Agreement (July 1, 2016 through June 30, 2017). If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Agreement.

ARTICLE 8. STAFFING REQUIREMENTS

The Provider shall maintain an organizational structure and adequate programmatic, administrative, and support staff sufficient to fulfill its obligations under the contract with the County. The Provider shall ensure that employees responsible for program compliance have sufficient qualifications and experience, and receive appropriate grant administrative and program compliance training. The funded personnel shall occupy positions, and will perform duties consistent with their assigned job descriptions. The Provider shall report to the County, on a monthly basis, any staffing changes affecting the funded program(s) including funded employee(s) separation, termination, new hire, and change in duties/positions.

In the event the County determines that the Provider's staffing levels do not conform to those in the approved budget(s) and corresponding budget justification(s), the County will advise the Provider in writing and the Provider will have thirty (30) calendar days to remedy the identified staffing deficiencies. Failure to comply may result in the suspension of payments until the deficiencies are corrected. Budget modifications may be required when vacancies are not filled within the specified time frame and would otherwise result in program income.

ARTICLE 9. PROOF OF LICENSURE AND BACKGROUND SCREENING

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County or any law or regulation to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish to the County a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement at the County's discretion.

B. Background Screening. As a requirement of this contract, even if such screening is not otherwise required by applicable law, the Provider is required to furnish satisfactory Level 2 Background Screening Results for those employees, subcontractors, and volunteers that work with youths under 18 years of age, persons ages 65 years old and up, persons of any age that have disabilities, and victims of domestic violence.

As a requirement of this contract, even if such screening is not otherwise required by applicable law, the Provider agrees to conduct pre-employment criminal background screenings of its staff, subcontractors, and volunteers; to update those background checks at least once every five (5) years; and to maintain documentation of criminal background screening on file.

In addition, the Provider agrees to comply with all applicable federal, state and local laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers, subcontractors and independent contractors. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers, subcontractors and independent contractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 430, 394, 408, 393, 397, 943, 984, 985, 1012 and 435, Florida Statutes, and Section 943.04351, Florida Statutes, as may be amended form time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer directly with or in the vicinity of vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees, volunteers, subcontractors and independent contractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with or in the vicinity of vulnerable persons. The Provider shall also comply with Section 943.059, Florida Statutes, regarding court-ordered sealing of criminal history records, and Section 943.0585, Florida Statutes, regarding court-ordered expunction of criminal history records, as may be applicable.

The Provider agrees to ensure that employees, volunteers, subcontracted personnel and independent contractors who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers, subcontracted personnel and independent contractors, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapters 435 and 430, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer, subcontractor or independent contractor's Level 2 or other required background screening was

satisfactorily passed and completed prior to that employee, volunteer, subcontractor or independent contractor working or volunteering with or in the vicinity of a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

ARTICLE 10. CONFLICT OF INTEREST

A. The Provider agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County, as amended, as well as with section 617.0832, Florida Statutes, regarding director conflict of interests, which are incorporated herein by reference as if fully set forth herein, in connection with the Provider's contract obligations hereunder. Additionally, the Provider agrees to:

1. Prohibit members of the Provider's board of directors from voting on matters relating to this Agreement which may result in the board member directly or indirectly receiving funds paid by the Provider under this Agreement.

2. Prohibit members of the Provider's board of directors from voting on any matters in which they are related to the person or entity seeking a benefit as 1) an officer, director, partner, of counsel, consultant, employee, fiduciary, beneficiary, or 2) a stockholder, bondholder, debtor, or creditor.

3. Prohibit members of the Provider's board of directors from directly or indirectly receiving any funds paid by the County to the Provider under this Agreement.

4. Prohibit employees of the Provider from directly or indirectly receiving any funds paid by the County to the Provider under this Agreement, with the exception of the employee's salary and fringe benefits or portion of the employee's salary and fringe benefits included in Attachment B.

    a. "Indirectly" for purposes of this section includes payment of funds paid by the County to the Provider under this Agreement to an organization in which the employee or board member has a "controlling financial interest," referring to ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or nonprofit organization.

5. Maintain a written conflict of interest policy that applies to hiring, providing services to clients, and procuring supplies or equipment.

6. Immediately disclose and justify in writing to the OMB-GC any business transactions between the Provider, on one side, and Board members or staff, on another side, as well as all related-party transactions with shareholders, partners, officers, directors, or employees of any entity that is doing business with the Provider.

7. Implement procedures to protect against fraud and co-mingling of funds as regards credit card purchases, if credit cards are utilized by the Provider.

8. If the County determines the Provider has breached this section, the County shall suspend payment until the matter has been resolved to the County's satisfaction.

9. The County may request an opinion from the Miami-Dade Commission on Ethics and Public Trust regarding questions arising under this section.

B. No person, including but not limited to any officer, member of a board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services funded under this agreement, or direct or instruct any employee under their supervision to provide such services as described in this Agreement. Notwithstanding the before mentioned provision, any officer, member of a board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program and that such utilization is permissible pursuant to Section 2-11.1 et al. of the Code of Miami-Dade County.

C. All transactions associated with this agreement that do not meet the criteria of an Arm's Length Transaction must be immediately disclosed and justified in writing to the OMB-GC.

D. The Provider is required to immediately disclose to the OMB-GC any related party transactions (for example (but not limited to), situations such as where the Provider leases office space from one of the Provider's Board members or employees) that occur throughout the duration of this agreement.

ARTICLE 11. CIVIL RIGHTS

The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the Provider.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against Provider.

ARTICLE 12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI)" and/or "Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Miami-Dade County Privacy Standards Administrative Order and any other applicable laws regarding confidential information. HIPAA mandates for privacy, security and electronic transfer standards include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Provider and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client as may be required by law;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books, and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Provider must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information. Provider must post, and distribute upon request to service recipients, a copy of the County's Notice of Privacy Practices.

ARTICLE 13. NOTICE REQUIREMENTS

The Provider agrees to notify the County of any changes that may affect the County supported program(s) under this Agreement within ten (10) days from the date of such a change's occurrence.

It is also understood and agreed between the parties that any written notice addressed to OMB-GC, which is delivered by U.S. Mail or emailed to OMB-GC and any written notice addressed to the Provider, which is delivered by U.S. Mail or by email shall constitute sufficient notice to either party.

All notices required or permitted under this Agreement which are delivered by U.S. Mail shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or by email. All notices to the County shall be delivered to the following address:

(1) To the County

ATTENTION: Daniel T. Wall
Assistant Director
Office of Management and Budget – Grants Coordination
111 NW 1st Street, 22nd Floor
Miami, FL 33128-1902
Phone: (305) 375-4742
Fax: (305) 375-4049
Email: dtw@miamidade.gov

(2) To the Provider

Name:
Title:
Phone: (305) _____
Fax: (305) _____
Email: _____

Either party may at any time designate a different mail or email address and/or contact person by giving written notice as provided above to the other party.

ARTICLE 14. AUTONOMY

Both parties agree that this Agreement recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

ARTICLE 15. SURVIVAL

The parties acknowledge that any of the obligations in this agreement, including but not limited to Provider's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Provider under this agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 16. BREACH OF AGREEMENT: COUNTY REMEDIES

A. **Breach.** A breach by the Provider shall have occurred under this Agreement if: (1) the Provider fails to provide the services outlined in the Scope of Services (Attachment A) or

meet expected performance levels within the effective term of this Agreement; (2) the Provider ineffectively or improperly uses the County funds allocated under this Agreement; (3) the Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (4) if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Agreement; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports or reports that indicate that expected performance levels are not being met ; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Article 10 of this Agreement; (9) the Provider, attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described in communication from OMB-GC; (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement, or proof of tax status; and (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Agreement.; (14) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Vendor Registration or the State Affidavit (Attachment E); or (15) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. **County Remedies.** If the Provider breaches this Agreement, the County may pursue any or all of the following remedies:

1. The County may terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Agreement (b) seek reimbursement of County funds allocated to the Provider under this Agreement; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees. The County may also, in the County's sole discretion, recapture a proportionate amount of funding if expected performance levels under this Agreement are not met by Provider in the County's sole discretion.

2. The County may suspend payment in whole or in part under this Agreement by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including

attorney's fees. The County may also, in the County's sole discretion, recapture a proportionate amount of funding if expected performance levels under this Agreement are not met by Provider in the County's sole discretion.

3. The County may seek enforcement of this Agreement including but not limited to filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Agreement by giving written notice to the provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. **Authorization to Terminate Agreement.** The Mayor or the Mayor's designee is authorized to terminate this Agreement on behalf of the County.

D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Contract. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. **Damages Sustained.** Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

ARTICLE 17. TERMINATION BY EITHER PARTY

Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The Mayor or the Mayor's designee is authorized to terminate this Agreement on the behalf of the County.

ARTICLE 18. PAYMENT PROCEDURES

The County agrees to pay the Provider for services rendered under this Agreement pursuant to the attached Scope of Services (Attachment A) based on the payment schedule, the line item budget, or both, which are incorporated herein and attached hereto as Attachment B. Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

A. **Performance Based Contract: How payment will be made**. The parties agree that this is a performance-based Contract and that the Provider shall be paid on a monthly basis contingent upon the submission of satisfactory Monthly Payment Requests (Attachment F), Monthly Performance Report (Attachment G), a satisfactory Quarterly Report of Actual Expenditures Report (Attachment H), and a Final Year-End Closeout Report (Attachment I). The County has the right to withhold payment if the OMB-GC, in its sole discretion, deems any required report to be unsatisfactory. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision in this matter shall be binding.

Upon proper and complete execution of this Contract (to include proof of insurance), the County may provide the Provider with twenty-five percent (25%) of the Contract amount in advance. Advance payments in excess of 25% of the Contract amount may be approved by the Mayor or the OMB-GC Director as the Mayor's Designee for this purpose. Thereafter, for each month of satisfactory performance as documented by the submission of a proper monthly performance report and a quarterly report of actual expenditures approved by the County, the County will pay the Provider the remaining contract amount in $1/11^{th}$ increments. Monthly disbursements shall occur upon receipt of timely submission of Monthly Performance Report(s) and the Quarterly Report of Actual Expenditures Report and is contingent upon the Provider's overall satisfactory performance. The Provider is required to submit documentation of actual expenditures on a quarterly basis. If the Provider is not meeting its expected service performance levels and/or expenditure rates, then a corrective action plan must accompany the Monthly Performance Reports and/or Monthly Expenditure Reports. The OMB-GC will provide a submission due date calendar for the Monthly Payment Requests, Monthly Performance Report, the Quarterly Report of Actual Expenditures, and the Final Contract Year-End Closeout Report (Attachments F, G, H, and I).

The County reserves the right to convert this Contract to a cost-based Contract in which the Provider shall be paid through reimbursement payment based on the budget approved under this Contract and when documentation of completed and satisfactory service delivery is provided and supporting documentation of incurred expenditures are provided. Thus, the Provider must maintain appropriate supporting documentation for all expenditures from the beginning of the Contract term (i.e., receipts, bank statements, cancelled checks, employee time sheets, etc.). If the actual performance levels of the program(s) covered by this agreement are less than the expected performance levels, then the County may adjust payments, recapture the funded award, or seek repayment based on the level of performance.

Once the County, in its sole discretion has made the determination to convert to a cost-based method, the Provider shall submit to the OMB-GC, the Monthly Reimbursement form provided by the OMB-GC on a monthly basis. Monthly reimbursement requests (both retroactive and current) and accompanying supporting documentation must be received by the OMB-GC no later than the 21st of the month following the month for which reimbursement is requested.

B. **Monies Owed to the County.** The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, a Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved re-payment plan.

Additionally, in accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Provider to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Provider under this Contract. Such retained amount shall be applied to the amount owed by the Provider to the County. The Provider shall have no further claim to such retained amount(s) which shall be deemed full accord and satisfaction of the amount due by the County to the Provider for the applicable payment due herein.

C. **No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by Provider following requirements and limitations as detailed in Article 22 of this Agreement.

D. **Requests for Payment.** The County agrees to pay all budgeted costs incurred by the Provider that are allowable under the County guidelines. In order to receive payment for allowable costs, the Provider shall submit a Monthly Summary of Expenditures Report and a Monthly Performance Report on forms provided by the OMB-GC. The OMB-GC must receive the Monthly Summary of Expenditures Report and the Monthly Performance Report no later than the 21st day of the month following the month in which services were provided. The Monthly Summary of Expenditures Report shall reflect the expenses incurred by the Provider for the month services were rendered and documented in the Monthly Performance Report. Upon submission of satisfactory required monthly reports, the OMB-GC shall make payment.

The County will not approve payments for in-kind or volunteer services provided by the Provider on behalf of the project. The OMB-GC shall accept originals of invoices, receipts and other evidence of indebtedness as proof of expenditures. When original documents cannot be produced, the Provider must adequately justify their absence in writing and furnish copies as proof of the expenditures.

E. **Processing the Request for Payment.** After the OMB-GC staff reviews and approves the payment request, the OMB-GC will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 12 of this Agreement, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of forty-five (45) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

Failure to submit monthly payment requests, monthly performance reports, and quarterly reports

of actual expenditures in a manner deemed correct and acceptable by the County, by the 21st day after the end of the month/quarter in which the service was delivered, shall be considered a breach of this Agreement and may result in withholding payment, non-payment, or termination of this Agreement.

F. **Final Request for Payment.** A final request for payment from the Provider will be accepted by the OMB-GC up to thirty (30) days after the expiration of this Agreement. If the Provider fails to comply, all rights to payment shall be forfeited. The request for the final payment may include accruals of the personnel costs listed in Attachment B, which the Provider is obligated to pay after the close of the period for services provided within the term of the Agreement.

G. **Closeout Reporting Process/Recapture of Funds.** Upon the expiration of this Contract, the Provider shall submit Closeout Report documents to the OMB-GC no more than thirty (30) days after the expiration of this Contract. These documents shall include a cumulative contract year-end summary of Provider's program performance, the Contract Year-End Closeout Report, and the Property Inventory Report. If after receipt of these documents, the OMB-GC determines that the Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, the Provider shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining whether the Provider is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

ARTICLE 19. ALLOWABLE AND PROHIBITED USE OF FUNDS

A. **Allowable Use of Funds.** The Provider shall use the funds under this agreement to cover the expenses included in, and under the terms and conditions defined in the program budget(s) and corresponding budget justification(s) in Attachment B to this contract. The sources and the uses of the funds in the Provider's bank account where the County funds are deposited shall be related to its official business activities and program operations.

B. **Unallowable Expenses.** The funds under this agreement shall not be used for expenses of a personal nature, expenses for political and sectarian activities, financing costs, or investments including but not limited to: lobbying expenses, bank fees, mortgages and financial investment services, loans, lines of credit, or credit card and related payments of interest, late fees or other penalties, legal fees, or expenses for activities prohibited by federal or state law.

C. **Adverse Actions or Proceeding.** The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. The Provider shall not utilize County funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.

D. **Religious Purposes.** County funds shall not be used for religious purposes.

E. **Commingling Funds.** The Provider shall not commingle funds provided under this Agreement with funds used for purposes other than those listed under Section A above.

F. **Program Income and Fundraising**. The Provider shall track, record, and disclose to OMB-GC on a monthly basis any program income or fundraising collections from, or related to the program(s) funded under this agreement. The Provider shall use such program income or fundraising collections to cover expenses for the County funded program(s). The Provider's audits shall contain a Program Income Schedule, if applicable, detailing program income realized under this agreement and copies of said schedule will be provided to the County.

ARTICLE 20. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING, REVIEW, REPORT CARDS, AND TRAINING

A. **Certificate of Corporate Status.** The Provider must submit to the OMB-GC, within thirty (30) days from the date of execution of this Agreement, a certificate of corporate status in the name of the Provider, which certifies the following: that the Provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Providers most recent annual report has been filed; that its status is active; and that the Provider has not filed Articles of Dissolution.

B. **Board of Director Requirements.** The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this agreement funded through County Funds by passage of a formal resolution authorizing execution of this Agreement with the County. A current list of the Provider's Board of Directors and officers must be included with the submission. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President and any other persons authorized to execute this Agreement on behalf of the Provider, and reference the program(s) and dollar amounts in the award, as may be amended. A copy of this corporate resolution must be submitted to the County prior to contract execution. Through the official signed minutes of its Board meetings, the provider must also maintain proof that it has been sharing the results of all County monitoring reports with its Board.

Additionally, the Provider will furnish the County with copies of the minutes of those Board meetings (where a properly constituted quorum was achieved). In order to meet Board meeting requirements a quorum must be achieved. The Provider will furnish the County with a current listing of the members of the agency's Board that includes the title, place of employment, and contact information, including home and e-mail addresses, for each Board member.

C. **Proof of Tax Status.** The Provider is required to submit to the County the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. Form 990 or I.R.S. Form 990-N; (c) the annual submission of I.R.S. Form 990 or I.R.S. Form 990-N within (6) months after the Provider's fiscal year end; (d) IRS Form 941 - Quarterly Federal Tax Returns within thirty-five (35) days after the quarter ends and if the Form 941 or RT-6 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

D. **Business Application.** The Provider shall be a registered vendor with the County's Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Provider to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

F. **Accounting Records.** The Provider shall institute internal fiscal controls and shall keep books and accounting records which conform to the Generally Accepted Accounting Principles (GAAP) in the United States, and identify the County funds and the related expenditures, and income. All such records will be retained by the Provider for not less than five (5) years beyond the term of this Agreement, and shall be made available for review upon request from County authorized personnel. The Provider shall reconcile its bank statements within a month after they become available from the bank as attested by the dates, and the signatures or initials of the staff preparing, reviewing, and approving the monthly bank reconciliations. The Provider's checks shall be signed by two authorized check signors as required by the Miami-Dade Administrative Order 3-15.

G. **Financial Audit.** If the Provider has or is required to have an annual certified public accountants opinion and related financial statements, the Provider agrees to provide these documents and any management letter and related respoinses to the OMB-GC within the earlier of thirty (30) calendar days after receipt of the auditor's report of nine (9) months after the end of the Provider's fiscal year, for each year during which this Agreement remains in force or until all funds received pursuant to this Agreement have been so audited, whichever is later. In the event that the documents provided under this section contain deficiencies or other matters of concern, the Provider shall provide to the County for review additional documentation to address the County's concerns. Failure to address concerns pursuant to this section to the County's satisfaction shall be a breach of this contract. What constitutes a deficiency and/or matter of concern shall be determined in the County's sole discretion. Failure to address concerns pursuant to this section to the County's satisfaction shall be a breach of this contract.

H. **Access to Records: Audit.** The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing or approval and to review any independent audit performed on the Provider for reasons of compliance with funding requirements of any other governmental agency or financial institution. The Provider shall provide access to all of its records which relate to this Agreement at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to ensure compliance with applicable accounting and financial standards.

I. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of Provider expenditures and records. Subsequent payments to the provider shall be subject to a satisfactory review of Provider records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

J. **Quality Assurance / Recordkeeping.** The Provider shall maintain, and shall require that the Provider's subcontractors and suppliers maintain complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the Attachment A, Scope of Services, of this Agreement. The Provider and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the County to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service

delivery. Accordingly, the Provider shall permit authorized staff involved in such efforts the right of access to the Provider's premises and records.

K. **Confidentiality Requirements.** The Provider shall establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. "Confidential" shall be used in this section to describe information that is confidential under applicable law. The policies and procedures must ensure that:

(1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;

(2) Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;

(3) Access to confidential information is restricted to authorized personnel of the Provider, the County, and/or the United States Office of the Inspector General;

(4) Records are not left unattended in areas accessible to unauthorized individuals;

(5) Access to electronic data is controlled;

(6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating provider site;

(7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;

(8) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

L. **Progress Reports.** The Provider shall furnish the OMB-GC with monthly progress/performance reports in accordance with the activities and goals detailed in Attachments A and F of this Agreement. The reports shall explain the Provider's progress for the month and, in the event that its activities are seasonal, must clearly indicate when specific services and related expenditures will occur. The data should be quantified when appropriate. A corrective action plan must accompany all progress reports that indicate that the Provider is not meeting its expected service goals or expected performance levels. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Agreement.

M. **Client Records.** The Provider shall maintain a separate individual client file for each client/family served, where appropriate. This client file shall include all pertinent information regarding case activity. At a minimum, the client file shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. These client files shall be subject to the audit, monitoring and inspection requirements under Article 19, Sections G, H, I, J, K, L, and M and any other relevant provisions of this Agreement.

N. **Monitoring: Management Evaluation and Performance Review.** The Provider agrees to permit County authorized personnel to monitor, review, and evaluate the program/work which is the subject of this Agreement.

The OMB-GC will also have the right to inspect original documentation regarding administrative, fiscal, and programmatic matters and may retain copies of that documentation for verification purposes. Documentation includes but is not limited to employee time records that document work hours spent on direct and indirect duties within the County funded program(s), and documentation to show consistency and adherence in implementing the County funded (program(s) in accordance with the line item budget and budget justification narrative pursuant to Attachment "B" of this agreement.

The OMB-GC shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Agreement. The Provider shall permit the OMB-GC to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the OMB-GC's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time frame, the County may suspend payments or terminate this Agreement. The OMB-GC may conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Agreement or future funding is dependent upon satisfactory follow up on any corrective action deemed necessary by OMB-GC on the part of the Provider.

Provider agrees the County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Provider's headquarters and/or any location or site where the services contracted for are performed.

If the County suspends or stops payment to Provider after advising Provider of concerns arising from Provider's performance, Provider's management of County-funded or County-partially funded programs, or Provider's compliance with any of the terms of this Agreement, and if the Provider continues to provide services pursuant to this Agreement, the Provider shall do so at its own risk. The Provider understands and agrees that Provider may not be reimbursed or may not receive further payments under this Agreement in the event the County suspends or stops payment to Provider as described in this paragraph.

O. **Required Training.** The County reserves the right to require the Provider to attend mandatory training at any time. The County shall notify the Provider in writing of any such required trainings.

P. **Report Cards.** In accordance with Resolution No. R-142-15, OMB-GC will issue a Community Based Organization (CBO) Report Card every six (6) months, or as otherwise required, to track the Provider's status and progress. Ratings will be applied to the areas of Outcomes and Administration/Contract Compliance and specific assessments will include a

three (3) tiered scale of:

(a) Green - "Meeting Goals/Compliant"
(b) Yellow - "Caution"
(c) Red - "Concern"

Ratings for Outcomes will be based on monthly progress reports and sample testing by OMB-GC of the Provider's records and applied to the Primary Workload Measure and the Primary Performance Indicator as identified in the Scope of Services Attachment A as follows:

(a) Green - On track to reach 100% of stated goal
(b) Yellow - On track to reach 85-99% of stated goal
(c) Red - On track to reach less than 85% of stated goal

Ratings for Administration/Contract Compliance will be based on the annual written monitoring site visit report issued by OMB-GC and the corrective action plan submitted by the Provider and approved by the County. At the start of the contract period, ratings will be assigned as follows:

(a) Green - Contract executed
(b) Yellow - Provider in good standing but contract not executed
(c) Red - Prior year contract closeout not complete

After the contract is executed, due diligence conducted, and the site visit report has been issued, ratings will be assigned as follows:

(a) Green - Five (5) or fewer findings
(b) Yellow - More than five (5) findings
(c) Red - Contract or payment suspended

The County may at its sole discretion suspend the contract and/or payment at any time due to serious or significant findings or issues including but not limited to:

(a) Lack of fiscal documentation
(b) Lack of client records or program documentation
(c) Health or safety concerns
(d) Required background checks or licenses not completed or current
(e) Monies owed to the IRS or another government entity without an approved re-payment plan
(f) Lack of or a lapse in required insurance
(g) Repeat finding(s) from a prior year

Once a corrective action plan is submitted by the Provider and approved by the County, a rating of yellow may be changed to green, and a rating of red may be changed to yellow. A rating of red may not be changed to green at any time during the contract period.

There is no appeals process for individual ratings or the CBO Report Card. The Provider will be notified in writing of a proposed rating and will have no more than ten (10) days from the date of the notice to submit a brief response to OMB-GC that will be included in the final CBO Report Card.

Q. **Disaster Plan/Continuity of Operations Plan (COOP).** The Provider shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe

how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes applicable to the Provider. The Disaster Plan/COOP must be submitted to the OMB-GC no later than thirty (30) days after the execution of this agreement and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

R. **Public Records**. Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

(b) Provide the public with access to public records 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;

(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; and

(d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement.

Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Provider's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County's sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity.

ARTICLE 21. Audits and Internal Reviews by the Office of Management and Budget, Office of Miami-Dade County Inspector General and the Commission Auditor

The Provider understands that it may be subject to an audit, random or otherwise, by the Office of the Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the County Commission Auditor. The Provider may also be subject to an internal review, random or otherwise, by the OMB-GC.

Office of the Inspector General. The attention of the Provider is hereby directed to the requirements of Miami-Dade County Code Section 2-1076; in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Provider from IG, the Provider shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. Grant recipients are exempt from paying the cost of the audit which is normally ¼ of 1% of the total contract amount.

The IG shall have the power to audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

The IG is authorized to investigate any alleged violation by a contract of its Code of Business Ethics, pursuant to Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to the Provider, its contractors and their respective officers, agents, and employees. The Provider shall incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this agreement. Any rights that the County has under this Sections shall not be the basis for any liability to accrue to the County from the Provider, its contractors, or third parties for such monitoring or investigation of for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Provider.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

ARTICLE 22. SUBCONTRACTORS, LEASE AGREEMENTS, AND ASSIGNMENTS

A. **Subcontracts.** The parties agree that no assignment, subcontract,or lease agreement will be made or let in connection with this Agreement without the prior written approval of the OMB-GC in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors, lessors, or assignees shall be governed by all of the terms and

conditions of this Agreement. The Provider will obtain three quotes for all proposed subcontracts or lease agreements partially or fully funded by the County, valued at $1,000 and above, and maintain documentation of all three (3) quotes on file.

1) If the Provider will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.

2) The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.

3) Before entering into any subcontract or lease agreement hereunder, the Provider will inform the Subcontractor or lessor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Agreement.

4) In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

5) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its

obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor.

B. If this Agreement involves the expenditure of $100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Service (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment I. Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment I without prior written approval of the County.

C. **Prompt Payments to Subcontractors.** The Provider shall issue prompt payments to subcontractors that are small businesses (annual gross sales of $750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Agreement or debarment.

ARTICLE 23. Purchases

The Provider will obtain three (3) quotes for all purchases partially or fully funded by the County and valued at $1,000 or above, and maintain documentation of all three (3) quotes on file.

ARTICLE 24. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Provider agrees to comply, in accordance with applicable professional standards, with the provisions of any and all applicable Federal, State, and the County orders, statutes, ordinances, the rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Agreement.

b) Miami-Dade County Code, Chapter 11A, Article 3. All Providers and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction.

c) "Conflicts of Interest" Section 2-11 of the Code of Miami-Dade County, and Ordinance 01-199, as well as the Miami-Dade County False Claims Ordinance.

d) Miami-Dade County Code Section 10-38 "Debarment".

e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. Code of Miami-Dade County pertaining to complying with the County's Domestic Leave Ordinance. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against Provider.

f) Part III, Ch. 2, Art. 1 and Ch. 11A of the Miami-Dade County Code, and any payment and performance bond requirements if applicable under the Florida Statutes and F.A.R. 52.222 if applicable.

g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

h) Provider shall also develop and implement a written Code of Business Ethics and Conduct that will consist of a training program and an internal control system that:

a. Are suitable to the size of the Provider and extent of its involvement in government contracting,
b. Facilitate timely discovery and disclosure of improper conduct in connection with government contracts, and
c. Ensure corrective measures are promptly instituted and carried out.

Notwithstanding any other provision of this Agreement, Provider shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring that Provider conduct its operations in a safe and sound manner.

ARTICLE 25. MISCELLANEOUS

A. **Adherence to the Terms and Conditions of Formal Solicitation.** The Provider understands and agrees to adhere to the standards and requirements established under the County's Request For Proposals for this agreement and the Provider's proposal pursuant to which it was awarded County funding. The said formal solicitation and the Provider's proposal are both incorporated by reference herein as if fully set forth in their entirety. In the event that the Provider's proposal conflicts with the terms and conditions set forth in this agreement then the terms and conditions in this agreement shall prevail and control.

B. **Publicity.** It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Agreement shall recognize and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all

contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mock up of such publicity or materials to the County for review and approval. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is its funding source.

C. **Governing Law and Venue.** This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Agreement shall be Miami-Dade County, Florida.

D. **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

The County and Provider mutually agree that modification of the Scope of Service, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Agreement executed by both the parties.

The Mayor or the Mayor's designee is authorized to make modifications to this Agreement as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Agreement.

E. **Counterparts.** This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

F. **Headings, Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

G. **Pre-condition to County's Execution of this Agreement.** The Provider acknowledges that prior to the County Mayor or Mayor's designee executing this Agreement, the OMB-GC shall engage in a due diligence effort and review ("the Due Diligence Effort and Review") which includes but is not limited to researching background information on the Provider, ensuring the Provider is not in non-compliance with other county contracts, and reviewing the Provider's scope of services, budget, affidavits, responses to affidavits and any other proposed or required attachments to this Agreement. If the County through the OMB-GC in consultation with the County Mayor or Mayor's designee is concerned regarding findings of the Due Diligence Effort and Review, the County Mayor or Mayor's designee shall present findings of the Due Diligence Effort and Review to the Board of Miami-Dade County Commissioners with the County Mayor or Mayor's designee's recommendation as to how to proceed, and the Board of Miami-Dade County Commissioners shall then direct the County Mayor or Mayor's designee whether or not to execute this Agreement with Provider by taking action on the recommendation. All services undertaken by the Provider before the County's execution of this Agreement shall be at the Provider's risk and expense.

H. **No Third Parties.** The parties expressly agree there are no intended or unintended third party beneficiaries to this Agreement.

I. **Sovereign Immunity.** Nothing in this contract shall be considered a waiver of sovereign immunity.

J. **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the preparation and drafting of this Agreement.

K. **Totality of Agreement / Severability of Provisions.** This Agreement and Attachments, with it recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A: Scope of Services
Attachment B: Line Item Budget and Budget Justification
Attachment B-1: Agency-Wide Budget
Attachment C: Collusion Affidavit
Attachment D: Due Diligence Affidavit
Attachment E: State Public Entities Crime Affidavit
Attachment F: Monthly Payment Request
Attachment G: Monthly Progress Report
Attachment H: Quarterly Actual Expenditure Report
Attachment I: Final Contract Year-End Closeout Report
Attachment J: List of Subcontractors and Suppliers *(NOTE: Attachment J must be completed and included with this Agreement only if the accompanying contract award totals $100,000 or more.)*
Attachment K: Authorized Signature Form

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

[ENTER FULL LEGAL NAME OF AGENCY IN BOLD CAPS; LINE UP WITH BOXES AT RIGHT]

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Authorized Person OR Notary Public

Print Name: _____

Title: _____

Corporate Seal OR Notary Seal/Stamp:

_____

MIAMI-DADE COUNTY

By: _____

Name: _____

Title: County Mayor or Mayor's designee

Date: _____

Attest: HARVEY RUVIN, Clerk

Board of County Commissioners

By: _____

Print Name: _____

III. Criminal Justice – Detailed Service Descriptions

(continued from page 10 of RFP No. CBO1516)

PROGRAM FUNDING PRIORITY AREA: Community Supervision and Intervention (CSI)

GENERAL INTRODUCTION

In an effort to prevent and reduce delinquent behavior among youth in Miami-Dade County, the County is seeking proposals from community-based organizations (CBOs) to implement Community Supervision and Intervention (CSI) programs designed to help youth complete community sanctions and remain arrest-free.

Community Supervision and Intervention (CSI) programs will provide an array of services to low, moderate, and moderate-high risk youth referred by the Department of Juvenile Justice. Youth will receive multiple services based on their needs and risk assessments such as: Cognitive Behavioral Therapy (CBT), evidence-based structured learning groups, educational and/or vocational advocacy and support, and assistance with community sanctions.

Priority will be given to programs managed by organizations with experience and a proven track record of success in the provision of multiple services to youth at "increased risk" for delinquency and their families including the ability to provide clinical interventions for mental health, substance abuse, and co-occurring disorders.

The proposal should include:

- A description of the activities and resources necessary to assure that the proposed program model is implemented as intended.
- A detailed schedule of services (what, where, when) that will be delivered weekly at each site (if applicable).
- An outline of the research based curricula to be used that is effective for the targeted population.
- Evidence of the organization's capacity to fully implement the multiple services required of the program.

The county intends on funding three (3) programs strategically located in areas with the greatest need as determined by juvenile arrest data: 1) South Dade (Cutler Ridge, Florida City, Homestead and Perrine); 2) Liberty City (Central Miami) and 3) Miami Gardens (North Dade). Estimated funding: 23% of total funding available, for three (3) programs, each to serve 98 youth.

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade Office of Management and Budget (OMB), Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and the Dade-Miami Criminal Justice Council pursuant to assessment of community service needs.

PROGRAM MODEL

Community Supervision and Intervention (CSI) programs are intended to provide intensive individualized interventions where youth will participate in an array of wrap-around services based on their needs and risk assessments (e.g. low, moderate, and moderate-high risk) service needs analysis and court-ordered sanctions. The proposed model should incorporate a variety of strategies that will result in the completion of prescribed sanctions and services. The length of time it takes a youth to successfully complete a CSI program will vary, but should be no less than six months.

Services shall include but not be limited to: Cognitive Behavioral Therapy (CBT) Full Spectrum, evidence-based structured learning groups, educational and/or vocational support and assistance with community sanctions including community service. The model should also incorporate areas most often ordered by the courts for adjudicated youth e.g. trauma informed interventions, conflict resolution, anger management, and pro-social life skills training.

If interagency referrals are needed to provide services, the proposer must submit in this proposal a Memorandum of Understanding with a partner agency, documenting the process for referring youth (and/or families) for mental health and/or substance abuse services. Note that the CSI program is responsible for submitting to probation officers monthly updates from therapists.

Note: Interventions and program activities determined by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), U.S. Department of Health & Human Services (H&HS), etc., to be more harmful than helpful, or generally ineffective shall not be used. Examples are: "scared straight" approaches, boot camps, jail tours, and groupings of arrested youth with different levels of criminal justice involvement and children 12 and under with older teens.

Targeted Participants

CSI programs target juvenile offenders ages 13 - 18 years who have been adjudicated delinquent or have had adjudication withheld, and are under the supervision of the Juvenile Court and the Florida Department of Juvenile Justice: youth assessed as Low, Moderate, Moderate-High risk to offend determined by the Positive Achievement Change Tool (PACT). Exceptions may be made for youth up to 22 years of age that are subject to court ordered supervision by the Department of Juvenile Justice.

Participant Referrals

Referrals to the program come exclusively from the Department of Juvenile Justice (DJJ). Youth referred for services should be contacted within 48 hours or as soon as possible (i.e. if the juvenile is detained, upon release). The referral agency should be immediately notified if the program has a waiting list, or if services to the family cannot begin within 2 weeks.

The grantee is fully responsible for obtaining referrals by maintaining regular contact with relevant Juvenile Probation Officers. Programs should promote themselves and the CSI concept among the Juvenile Court Judges, Assistant Public Defenders, and Assistant State Attorneys so the requirement to attend a CSI can be included in the JPO's Pre-Dispositional Report for juvenile court.

Program Completion Requirements

Program completion is based on youth completing a continuum of program activities as specified in the referral, including the fulfillment of court orders such as community service requirements and school performance. The length of time it takes a youth to successfully complete the program will vary, but youth are expected to be engaged by the program for no less than six months.

Staffing

The program should identify a position with primary responsibility for the management and execution of all grant activities. The individual must devote sufficient time and possess the educational and/or practical experience and commitment to assure the successful achievement of the program goals and objectives.

Therapeutic services such as Cognitive Behavioral Therapy (CBT) and Trauma Informed Therapy must be provided by a Masters' level clinician with appropriate training or certification in the specific intervention offered.

Direct service staff must hold at least a Bachelor's degree in social work, criminal justice, psychology, mental health counseling, or related field and have at least two (2) years of relevant experience in working with delinquent youth.

SCOPE OF SERVICES AND PERFORMANCE STANDARDS

Program services are expected to reduce re-arrests by promoting positive behavior. DJJ assessments and court sanctions will guide service delivery which is intended to be individualized. Note that in instances where a specific service cannot be directly provided by the proposing agency, a Memorandum of Understanding (or contract) must be included in the application detailing how the service will be delivered and the on-going documentation that will be required, provided. The CSI program is responsible for providing feedback on the youth's progress in all aspects of the program including monthly updates from therapists.

1. Enroll 98 youth in a CSI program that includes an array of services as described above for no less than six months.

Performance standard: A client is officially enrolled when a completed enrollment record, documentation of two (2) weeks attendance, pre-test, and requisite consent forms are submitted to the independent evaluator.

NOTE: The length of time it takes a youth to successfully complete a CSI program will vary, but should be no less than six months.

2. Implement a case management component that begins at program intake and includes the development of an individual program plan that addresses the needs of youth based on DJJ assessments and court-ordered sanctions. Plans shall be updated at least monthly and more frequently as required.

   Performance standard: Provide on-going case management as needed, including:

   - One to three (1 - 3) home visit to assess living conditions and engage the youth and family as it relates to youth's success in the program.
   - Community service requirements from court-ordered sanctions must be fulfilled by youth while in the program. Provide necessary assistance to accomplish this task.
   - Inform families about the juvenile justice system, including court processes and up-to-date contact/phone numbers.
   - Provide interagency referrals to youth and family members as needed and support youth and family through the referral process to ensure that the connection is made. Program staff should document referrals, follow-up on referrals, and provide DJJ with on-going feedback on the status of referrals, e.g. therapy reports, Workforce Miami reports.
   - Monitor and document youth's participation and progress in all aspects of the program in case files.

3. Provide modularized structured learning groups that emphasize conflict resolution, anger management, pro-social life skills training, and cognitive behavior modification strategies while addressing delinquency risk factors such as antisocial behavior, school performance, anger management, achievement motivation and attitude toward conflict/violence.

   Performance standard: Youth will be involved in weekly modularized structured learning groups per research based curriculum.

The structured learning groups should follow a research-based curriculum that incorporates a cognitive behavioral approach to both enhancing protective factors and reducing risk factors associated with delinquency. The proposer should provide an outline from the curricula to be used, indicating the source and associated costs if any. The Department of Juvenile Justice must approve all curricula selections and any changes.

- The curricula must be modularized, interactive and coordinated so that youth have the opportunity to make-up missed sessions to complete full intervention.
- Participation must be documented in attendance logs and the case file.

4. Provide intensive mental health and substance abuse services as needed.

   Performance standard: Provide youth with intensive mental health and/or substance abuse counseling OR refer as needed.

   - Engage youth in therapeutic counseling services such as Cognitive Behavioral Therapy or Trauma Informed Therapy as indicated on referral OR
   - Have a Memorandum of Understanding with a partner agency, documenting the process for referring youth (and/or families) for mental health and/or substance abuse services. Note that the CSI program is responsible for submitting monthly updates from therapists.
   - Conduct drug testing as needed.

5. Provide advocacy for clients with respect to their court order sanctions.

   Performance standard: Program staff will attend court hearings with clients, report to the court on the youth's progress in the program, and document these activities in the youth's case file.

6. Serve as an educational and/or vocational liaison and advocate for the youth as needed including:

   Performance Standards: For youth in school, provide a range of support activities to enhance school attendance, behavior and academic performance as needed.

   - If school issues arise such as suspensions or academic failure, provide youth (and caregiver) advocacy at the school site, e.g. meet with school personnel.
   - Develop and implement a process for obtaining teacher feedback for students with behavior and/or academic issues, e.g. daily or weekly progress reports signed by teachers, e-mails or phone calls to school staff.
   - As needed, identify and coordinate tutoring services. Obtain on-going feedback from tutors, teachers, and parents regarding progress.
   - Develop and implement a process to monitor attendance, e.g. daily progress reports and parents/caregivers are contacted via telephone or home visit after five unexcused absences or two consecutive absences. If school attendance continues to be an issue, a meeting should be set up with the school (counselors and/or teachers and administrators), parents/caregivers, and program staff.

   For youth who dropped out of school, provide vocational/educational support including educational plans to return to school or to pursue vocational training or employment.

7. Involve participant's parents/caregivers in program activities.

   Performance standards:

   - Maintain contact with parents and caregivers while the youth is in the program providing them with feedback regarding the progress of their child in the program.
   - Staff will contact parents/caregivers if the youth is suspended from school, is experiencing attendance issues or is re-arrested to discuss appropriate strategies to implement.

8. The program is required to help eliminate obstacles to participation.

   Performance standards:

   - Assist youth and families transportation, e.g. bus tokens.
   - Provide flexible working hours for staff to ensure that program activities are available at times/days convenient for clients, e.g. afternoon, evening and/or weekend.
   - During group sessions, provide activities (childcare) to younger siblings who may represent an obstacle to program participation.
   - Provide snacks.

9. The program is fully staffed by appropriately qualified personnel.

   Performance standard: Staff meets the qualifications specified in the RFP including having sufficient staff trained in the intervention to assist when staff are absent or vacancies occur. Staff vacancies are filled in 30 days or less by temporary or permanent staff.

10. On a monthly basis, report youth's progress in all aspects of the program.

    Performance standard: Provide DJJ probation officers with monthly feedback reports on the youth's progress (or lack thereof) as documented in case files, sign-in sheets, and reports related to referrals.

11. Program staff must fully cooperate with the independent evaluator.

    Performance standard: Provide completed enrollment forms on time, completed pre-tests and post-tests at appropriate times, and have the program and staff available for evaluator consultation at mutually agreed upon times.

PARTICIPANT OUTCOMES AND INDICATORS

The following list does not constitute all data possibilities but rather provides a sample of the kinds of information that will be required when full cooperation with the independent evaluator occurs. Funded providers are expected to collect and track individual participant data in collaboration with the independent evaluator. The expected outcomes identified below are consistent with the overall goal of this priority area and may be used along with other indicators to track program success. The outcomes and indicators below must linked to program services and the evidence based curriculum. Applicants may include additional outcomes and/or indicators.

Expected Outcome	Indicator
90% of enrolled youth should complete the program and their court ordered sanctions and services.	# and % of referred youth complete all tasks needed to comply with sanctions; documented by youth enrollment and program attendance records. \# and % of youth completing community service requirements.
80% of youth who complete the program will improve (or maintain positive) pro-social attitudes including: achievement motivation, attitude toward conflict resolution, and attitude toward school.	# and % of youth who improve their achievement motivation on pre and post measures. \# and % of youth who improve their attitude toward conflict/violence on pre and post measures. \# and % of youth who improve their attitude toward school on pre and post measures.
80% of youth who complete the program will improve (or maintain positive) school attendance and school conduct.	# and % of youth who improve their school attendance on pre and post school reports. \# and % of youth who improve their school conduct on pre and post school reports.
85 % of youth will not be re-arrested during program participation. 80% of the youth who complete the program will have fewer re-arrests after 6 months or more, than non-completers.	# and % of youth who are not re-arrested while participating in the program. \# and % of referred youth who are not re-arrested within 6 months or more of program completion.

OTHER REQUIREMENTS

Program Documentation

Monthly feedback on each client's progress in the program should be provided to the referring agency or more frequently as required.

All program activities, structured learning groups, home visits, referrals to other agencies for services, school meetings, etc. must be documented in each client-child's case file and supported by participant sign-in sheets and case notes.

Evaluation

An independent evaluation will be conducted for all programs and will assess the extent to which program performance standards and participant outcomes are achieved. In addition, the independent evaluator will aid in the process of implementation and provide evaluation instruments, related training and technical assistance.

Contract Period

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendation from Miami-Dade County's Youth Crime Task Force and Criminal Justice Council pursuant to assessments of community service needs.

PROGRAM FUNDING PRIORITY AREA: Family Empowerment Program (FEP)

GENERAL INTRODUCTION

In an effort to prevent and reduce delinquent behavior among youth in Miami-Dade County, the County is seeking proposals from community-based organizations (CBOs) to implement Family Empowerment Programs.

Family Empowerment Programs (FEPs) include multiple services and/or activities designed to reduce the impact of familial risk factors that contribute to delinquency. The program is meant to be short-term (3 – 4 months) and intensive (offered more than once a week).

Priority will be given to programs managed by organizations with experience and a proven track record of success in the provision of multiple services to youth at risk for delinquency and their families including the ability to provide clinical interventions for mental health, substance abuse, and co-occurring disorders.

The proposal should include:

- A description of the activities and resources necessary to assure that the proposed program model is implemented as intended.
- A detailed schedule of services (what, where, when) that will be delivered weekly at each site (if applicable).
- An outline of the research based curricula to be used that is effective for the targeted population.
- Evidence of the organization's capacity to fully implement the multiple services required of the program.

The county intends on funding four (4) programs strategically located in areas with the greatest need as determined by juvenile arrest data: 1) South Dade (Cutler Ridge, Florida City, Homestead and Perrine); 2) Liberty City (Central Miami) 3) Hialeah; and 4) Miami Gardens (North Dade). Estimated funding: 13% of total funding available for four (4) programs, each to serve 50 youth and families.

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and Criminal Justice Council pursuant to assessment of community service needs.

PROGRAM MODEL

Family Empowerment Programs are primarily group oriented, with additional services such as case management and advocacy provided to families individually. Programs are expected to facilitate structured learning groups for youth, for parents and for youth and parents together. The curricula should be research-based and modularized with youth and parents entering the program at any point for a period of approximately three months.

Group sessions should promote family stability, pro-social behavior and parental involvement at home and in school. The three curricula must be interactive and coordinated, so activities and subject matter in the youth groups will correspond to the exercises occurring in the parent groups and in the joint groups.

Note: Interventions and program activities determined by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), U.S. Department of Health & Human Services (H&HS), etc., to be more harmful than helpful, or generally ineffective shall not be used. Examples are: "scared straight" approaches, boot camps, jail tours, and groupings of arrested youth with different levels of criminal justice involvement, and younger with older teens.

Targeted Participants

Family Empowerment Programs target juvenile offenders, ages 12 - 17, and their families. The programs are exclusively for youth and families referred by the Juvenile Services Department (JSD).

Participant Referrals

Referrals to the program come exclusively from case managers in Miami-Dade County's Juvenile Services Department (JSD). Families referred for services should be contacted within 48 hours or as soon as possible (i.e. if the juvenile is detained, upon release). The referral agency should be immediately notified if the program has a waiting list, or if services to the family cannot begin within 2 weeks.

The grantee is fully responsible for obtaining referrals. Programs must promote themselves by maintaining regular contact with case managers including phone calls, e-mails, and by attending monthly program staffing meetings at JSD.

Participant Completion Requirements

Youth who successfully complete the program are expected to be involved in no less than 24 structured learning groups: 12 with youth and 12 with parents. Parents are expected to attend a minimum of 18 structured learning groups: 9 with parents and 9 with youth. The program is meant to be short-term (3 – 4 months) and intensive (offered more than once a week).

Staffing

The program should identify a position with primary responsibility for the management and execution of all grant activities. The individual must devote sufficient time and possess the educational and/or experience and commitment to assure the successful achievement of the program goals and objectives. Program staff should have at least two years of relevant experience in dealing with culturally and ethnically diverse delinquent youth and their families.

Oversight of clinical service staff must be provided by a person with at least a Master's degree. Direct service staff must hold at least a Bachelor's degree in social work, psychology, criminal justice or related field and have at least two (2) years of relevant experience in dealing with culturally and ethnically diverse delinquent youth and their families.

SCOPE OF SERVICES AND PERFORMANCE STANDARDS

Services must be designed to reduce the impact of familial risk and protective factors linked to delinquency. The proposer must use one or more of the following research-based curricula: Guiding Good Choice, Parenting Wisely, Parenting with Love and Limits, Strengthening Families. The proposal should include three outlines specifying topics/activities for youth groups, for parent groups and for youth/parent groups and include associated costs if applicable. Miami-Dade OMB must approve all curricula selections and any changes during the program's implementation.

1. Enroll 50 youth and families in a Family Empowerment Program for no less than twelve (12) weeks of programming.

   Performance standard: A client is officially counted enrolled when a completed enrollment record, documentation of two (2) weeks of attendance, pre-test, and requisite consent forms are submitted to the independent evaluator.

2. Provide modularized structured learning groups involving each youth that emphasize cognitive behavior modification strategies and focusing on behavioral interventions and social skills development. Group sessions will address the risk factors of antisocial behavior, school performance, anger management, achievement motivation and attitude toward conflict/violence and family conflict.

   Performance standard: Each youth is involved in a 60-minute modularized structured learning group twice (2) a week, documented in case file and attendance records.

3. Parental participation is required. Provide modularized structured learning groups involving parents/caregivers that address the risk factors of family management problems, family conflict, and early and persistent antisocial behavior by their children. Parent learning groups consist of group counseling sessions that are psycho-educational in form and function, and combine the use of various didactic, instructional, and audio-visual techniques to train parents in family management, family communication, and other parenting skills in which they may be deficient.

   Performance standard: Involve at least one parent/caregiver of each youth in no less than one (1) weekly, 60 -minute parent modularized structured learning group, documented in case file and attendance records.

4. Provide modularized structured learning groups involving youth and their parents together in experiential learning activities. These sessions will provide an opportunity for youth and adults to discuss common topics/themes from their respective structured learning groups. The focus will be on how effectively the family unit has been able to develop and apply new competencies on a day-to-day basis.

   Performance standard: Involve each child and at least one parent/caregiver of each child in no less than one (1) weekly, 60-minute joint modularized structured experiential learning group, documented in case file and attendance records.

5. Provide on-going case management as needed (see below):

   Performance standards:

   - Conduct at least one (1) home visit indicating that a face-to-face interview occurred during the first three (3) weeks of enrollment. The home visit should be completed in the setting in which the client resides. If a home visit could not be facilitated, a face-to-face interview must be conducted in another setting.

   - Assist youth in completing JSD tasks such as community service projects/hours, as needed.

   - Provide family with up-to-date case manager contact information including phone number and e-mail address.

   - Link youth and families to services and activities through interagency referrals as needed. Maintain contact to ensure that the connection is made and during service delivery e.g. follow-up with mentorship waiting lists, monitor school appointments, obtain monthly reports from therapists.

   - Assist youth and parents in navigating and advocating within Miami-Dade County Public Schools System and/or charter or vocational schools as needed.

   - Monitor and document youth and parent participation and progress in all aspects of the program with sign-in sheets and in case files.

6. Serve as an educational and/or vocational liaison and advocate for the youth as needed including:

   Performance Standards: For youth in school, provide a range of support activities to enhance school attendance, behavior and academic performance as needed.

   - If school issues arise such as suspensions or academic failure, provide youth (and caregiver) advocacy at the school site, e.g. meet with school personnel.

   - Develop and implement a process for parents to obtain teacher feedback for students with behavior and/or academic issues, e.g. daily or weekly progress reports signed by teachers, e-mails or phone calls to school staff.

   - As needed, identify and coordinate tutoring services. Obtain on-going feedback from tutors, teachers, and parents regarding progress.

- Develop and implement a process to monitor attendance, e.g. daily progress reports and parents/caregivers are contacted via telephone or home visit after five unexcused absences or two consecutive absences. If school attendance continues to be an issue, a meeting should be set up with the school (counselors and/or teachers and administrators), parents/care givers, and program staff.

For youth who dropped out of school, provide vocational/educational support including educational plans to return to school or to pursue vocational training or employment.

7. Provide intensive mental health and substance abuse services as needed.

Performance standard: Provide youth with intensive mental health and/or substance abuse counseling OR refer as needed.

- Engage youth in therapeutic counseling services such as Cognitive Behavioral Therapy or Trauma Informed Therapy as indicated on referral OR

- Have a Memorandum of Understanding with a partner agency, documenting the process for referring youth (and/or families) for mental health and/or substance abuse services. Note that the FEP program is responsible for submitting monthly updates from therapists.

- Conduct drug tests on as needed basis.

8. The program is required to help eliminate obstacles to youth and family participation.

Performance standards:

- Assist with transportation as needed, e.g. bus tokens

- Provide flexible working hours for staff to ensure that program activities are available at times/days best suited for parents, e.g. late afternoon, evening, or weekend.

- During group sessions, provide childcare or activities to younger siblings who may represent an obstacle to program participation.

- Provide snacks.

9. Program staff must fully cooperate with the independent evaluator.

Performance standards: Provide completed enrollment forms on time, completed pre-tests and post-tests at appropriate times, and have the program and staff available for evaluator consultation at mutually agreed upon times.

10. The program is fully staffed by appropriately qualified personnel.

Performance standard: Staff meets the qualifications specified in the RFP. Staff vacancies are filled in 30 days or less by temporary or permanent staff.

11. Keep referring agents apprised of participants' progress in all aspects of the program.

Performance standards: Staff should maintain on-going communicate with case managers.

- Provide JSD case managers with monthly feedback reports on the families progress (or lack thereof) as documented in case files, sign-in sheets and reports related to referrals.
- Provide JSD case managers with on-going feedback through phone calls and/or e-mails as to the status of services provided and referrals made.
- Attend monthly CBO's meetings at JSD.

PARTICIPANT OUTCOMES AND INDICATORS

The following list does not constitute all data possibilities but rather provides a sample of the kinds of information that will be required when full cooperation with the independent evaluator occurs. Funded providers are expected to collect and track individual participant data in collaboration with the independent evaluator. The expected outcomes identified below are consistent with the overall goal of this priority area and may be used along with other indicators to track program success. The outcomes and indicators below must linked to program services and the evidence based curriculum. Applicants may include additional outcomes and/or indicators.

EXPECTED PARTICIPANT OUTCOMES	INDICATOR
90% of youth/families enrolled in the program will complete FEP requirements for successful closure.	# and % of youth and at least one parent/caregiver who have participated in 24 modules of programming; documented by youth and parent enrollment and program attendance records.
85% of youth and parents who complete the program will improve communication skills within the family (or maintain positive communication).	# and % of youth who maintain positive communication within the family or improve family bonding and communication on pre and post measures. # and % of parents who maintain positive communication within the family or improve family bonding and communication on pre and post measures.
75% of youth who complete the program will improve (or maintain) average school performance, including attendance and conduct.	# and % of youth who complete the program improve their school attendance on pre and post school reports. # and % of youth who complete the program improve their school conduct on pre and post school reports.
90 % of youth who complete the program will not be re-arrested during program participation. 80% of youth who complete the program will have fewer re-arrests after 6 months or more, than non-completers.	# and % of youth who are not re-arrested while participating in the program. # and % of youth who are not re-arrested within 6 months or more of program completion.

OTHER REQUIREMENTS

Program Documentation

Monthly feedback on each client's progress in the program should be provided to the referring agency or more frequently as required.

All program activities, structured learning groups, home visits, referrals to other agencies for services, school meetings, etc. must be documented in each client-child's case file and supported by participant sign-in sheets and case notes.

Evaluation

An independent evaluation will be conducted for all programs and will assess the extent to which program performance standards and participant outcomes are achieved. In addition, the independent evaluator will aid in the process of implementation and provide evaluation instruments, related training and technical assistance.

Contract Period

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendation from Miami-Dade County's Youth Crime Task Force and Criminal Justice Council pursuant to assessments of community service needs.

PROGRAM FUNDING AREA: FAMILY INTERVENTION SERVICES

GENERAL INTRODUCTION

In an effort to prevent and reduce delinquent behavior among youth in Miami-Dade County, the Miami-Dade Youth Crime Task Force and the Dade Miami Criminal Justice Council have identified Family Intervention Services (FIS) as a funding priority area. The primary goal of the FIS priority area is to support intensive evidence-based family oriented clinical services to juvenile offenders (and their families) referred by the Juvenile Services Department (JSD) and the Department of Juvenile Justice (DJJ). The FIS priority area is comprised of three home-based approaches: Functional Family Therapy (FFT), Multidimensional Family Therapy (MDFT) or Brief Systemic Family Therapy (BSFT).

The proposal should include:

- A description of the activities and resources necessary to assure that the proposed program model is implemented as intended.

- Evidence of the organization's capacity to fully implement the multiple services required of the program.

The proposer must have the capacity to provide home-based services in areas with the greatest need as determined by juvenile arrest data: 1) South Dade (Cutler Ridge, Florida City, Homestead and Perrine); 2) Liberty City (Central Miami) and 3) Miami Gardens (North Dade).

FIS grants will be available in the estimated amounts of:

Functional Family Therapy (FFT), estimated funding: 19% of total funding available to serve 210 families
Multidimensional Family Therapy (MDFT), estimated funding 4% of total funding available, to serve 40 families
Brief Strategic Family Therapy (BSFT), estimated funding: 4% of total funding available, to serve 32 families

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and the Dade-Miami Criminal Justice Council pursuant to assessment of community service needs.

PROGRAM MODEL

Functional Family Therapy (FIS/FFT)

Functional Family Therapy (FFT) is an empirically supported, family-focused, home-based clinical intervention that is flexibly structured and culturally sensitive. The FFT model concentrates on decreasing familial risk factors and increasing familial protective factors.

FFT consists of 8 to 12 one-hour sessions spread over a 3-month period for mild cases. In more difficult situations, families may receive up to 30 sessions. The model has five specific phases: engagement, motivation, relational assessment, behavior change, and generalization. Clinical supervision, provided on a weekly basis, helps therapists guide families through the phases.

The successful applicant will already have entered into a formal licensing agreement with Functional Family Therapy™ and must include proof of FFT certification/licensure in proposal. The selected agency will work closely with the independent program evaluator and the FFT program developers to make sure the intervention is being implemented with fidelity and in accordance with the program model/manuals. See website: http://www.fftllc.com/

Note: Interventions and program activities determined by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), U.S. Department of Health & Human Services (H&HS), etc., to be more harmful than helpful, or generally ineffective shall not be used. Examples are: "scared straight" approaches, boot camps, jail tours, and groupings of arrested youth with different levels of criminal justice involvement and children 12 and under with older teens.

Targeted Participants

FIS/FFT provides clinical interventions to juvenile offenders (ages 13 -17) and their families based on assessments conducted by the Juvenile Services Department (JSD) and the Department of Juvenile Justice (DJJ).

Participant Referral

Sixty percent (60%) of referrals to FFT should come exclusively from the Juvenile Services Department (JSD) and 40% from the Department of Juvenile Justice (DJJ). Families referred for services should be contacted within 48 hours or as soon as possible (i.e. if the juvenile is detained, upon release). The referral agency should be notified if the program has a waiting list, or if services to the family cannot begin within 2 weeks.

The successful applicant is responsible for promoting itself and obtaining referrals by maintaining regular contact with relevant case managers and juvenile probation officers.

Program Completion Requirements

Program completion is based on the FFT model, e.g. a minimum of 8 sessions. The rate of program completion and the number of sessions required depends upon each family's progress toward treatment goals and the seriousness of the case.

Staffing

The program should identify a position with primary responsibility for the management and execution of all grant activities. The individual must devote sufficient time and possess the educational and/or practical experience and commitment to assure the successful achievement of the program goals and objectives.

Therapeutic services must be provided by a Masters' level clinician with appropriate training or certification in the specific intervention offered. Clinicians must also demonstrate a commitment to delivering services in communities where youth and families reside.

Proposers should discuss how they will assure that certified program staff will be available to implement FFT services, and receive necessary training to continuously improve services and outcomes for clients.

SCOPE OF SERVICES AND PERFORMANCE STANDARDS

Services must be consistent with the FFT program model.

1. Enroll 210 youth and families in Functional Family Therapy (FFT).

   Performance standard: A client is officially enrolled when a completed enrollment record, documentation of two (2) weeks of participation and consent forms are submitted to the independent evaluator.

2. Implement a case management component that begins at program intake and includes the development of an individual program plan with goals that address needs in the home, school, work, and community.

   Performance standards: Provide on-going case management as needed, including:

   - Link youth and families with services as needed. Provide interagency referrals as needed and support youth and family through the referral process to ensure that the connection is made. Program staff should document referrals, follow-up on referrals, and provide on-going feedback on the status of referrals.
   - Inform families about the juvenile justice system, including court processes and up-to-date contacts/phone numbers.
   - Document clients' participation and progress in all aspects of the program in case files and update case plans accordingly.

3. Provide intensive mental health services to youth and families in accordance with the FFT program model.

   Performance standard: FFT is delivered with fidelity in accordance with the program model and protocols.

4. The program eliminates obstacles to participation.

   Performance standards:

   - Provide FFT services in home.
   - Provide flexible working hours for staff to ensure that program services are convenient for clients, e.g. afternoon, evening and/or weekend.

5. Program staff must fully cooperate with the independent evaluator.

   Performance standards: Provide completed enrollment forms on time, completed pre-tests and post-tests at appropriate times, and have the program and staff available for evaluator consultation, at mutually agreed upon times.

6. The program is fully staffed by appropriately trained personnel in FFT.

   Performance standard: Staff meets the qualifications specified in the RFP. Staff vacancies are filled in 30 days or less by temporary or permanent staff.

7. Keep referring agents apprised of youth and families' progress in all aspects of the program.

   Performance standard: Provide JSD case managers and/or DJJ probation officers with monthly feedback reports on the youth's progress (or lack thereof) as documented in case files and reports related to referrals.

PARTICIPANT OUTCOMES AND INDICATORS

The following list does not constitute all data possibilities but rather provides a sample of the kinds of information that will be required when full cooperation with the independent evaluator occurs. Funded providers are expected to collect and track individual participant data in collaboration with the independent evaluator. The expected outcomes identified below are consistent with the overall goal of this priority area and may be used along with other indicators to track program success. Applicants may assess additional outcomes and/or indicators.

EXPECTED PARTICIPANT OUTCOMES	INDICATOR
90% of youths/families enrolled in the program will complete FIS/FFT requirements for successful closure.	# and % of referred youth/families who have participated in a minimum of eight (8) sessions /weeks of intervention programming; documented by youth and parent enrollment and case notes.
90% of youth and parents will improve in (or maintain positive) communication skills, relationships, and overall functioning.	# and % of youth who report improvements (or maintain positive scores) on standardized FFT pre-post measures. # and % of parents who report improvements (or maintain positive scores) on standardized FFT pre-post measures.
90% of youth who complete the program will improve (or maintain positive) school attendance and school conduct.	# and % of youth who improve (or maintain positive) school attendance on pre and post school reports # and % of youth who improve (or maintain positive) school conduct on pre and post school reports
90% of youth will not be re-arrested during program participation. 80% of youth who complete the program will have fewer re-arrests after 6 months or more, than non-completers	# and % of youth who are not re-arrested while participating in the program. # and % of referred youth who are not re-arrested within 6 months or more of program completion.

OTHER REQUIREMENTS

Program Documentation

Monthly feedback on each client's progress in the program should be provided to the referring agency or more frequently as required.

All activities must be documented in each client-child's case file and supported by case notes, e.g. therapy sessions (home and office), referrals to other agencies, school meetings, etc.

Evaluation

An independent evaluation will be conducted for all programs and will assess the extent to which program performance standards and participant outcomes are achieved. In addition, the independent evaluator will aid in the process of implementation and provide evaluation instruments, related training and technical assistance.

Contract Period

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and Criminal Justice Council pursuant to assessments of community service needs.

PROGRAM MODEL

Multidimensional Family Therapy (FIS/MDFT)

Multidimensional Family Therapy (MDFT) is an empirically supported, family-focused, clinical intervention designed to reduce the impact of familial risk factors that contribute to substance abuse and delinquency. The intervention takes place primarily in the homes. When necessary, family services could be provided at offices/clinics or community settings.

MDFT includes intensive individual and family counseling one to three times per week for 60 to 90 minutes. Therapy sessions target the problem behaviors of the youth and family functioning. The strategies and treatment plans are based on a structured diagnostic plan for each family. Depending on the plan, the intervention is delivered over a period of four to six months.

The successful applicant will already have entered into a formal licensing agreement with Multidimensional Family Therapy™ and must include proof of MDFT certification/licensure in proposal. The selected agency will work closely with the independent program evaluator and the MDFT program developers to make sure the intervention is being implemented with fidelity and in accordance with the program model/manuals. See http://www.mdft.org/.

Note: Interventions and program activities determined by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), U.S. Department of Health & Human Services (H&HS), etc., to be more harmful than helpful, or generally ineffective shall not be used. Examples are: "scared straight" approaches, boot camps, jail tours, and groupings of arrested youth with different levels of criminal justice involvement and children 12 and under with older teens.

Targeted Participants

FIS/MDFT provides clinical interventions to juvenile offenders (ages 13 -17) and their families based on assessments conducted by the Juvenile Services Department (JSD) and the Department of Juvenile Justice (DJJ) indicating substance abuse risk.

Participant Referral

Sixty percent (60%) of referrals to MDFT should come exclusively from the Juvenile Services Department (JSD) and 40% from the Department of Juvenile Justice (DJJ). Families referred for services should be contacted within 48 hours or as soon as possible (i.e. if the juvenile is detained, upon release). The referral agency should be notified if the program has a waiting list, or if services to the family cannot begin within 2 weeks.

The successful applicant is responsible for promoting itself and obtaining referrals by maintaining regular contact with relevant case managers and juvenile probation officers.

Program Completion Requirements

Program completion is based on the MDFT model, e.g. a minimum of three (3) months. The rate of program completion and the number of sessions required depends upon each family's progress toward treatment goals and the seriousness of the case.

Staffing

The program should identify a position with primary responsibility for the management and execution of all grant activities. The individual must devote sufficient time and possess the educational and/or practical experience and commitment to assure the successful achievement of the program goals and objectives.

Therapeutic services must be provided by a Masters' level clinician with appropriate training or certification in the specific intervention offered. Clinicians must also demonstrate a commitment to delivering services in communities where youth and families reside.

Proposers should discuss how they will assure that certified program staff will be available to implement MDFT services, and receive necessary training to continuously improve services and outcomes for clients.

SCOPE OF SERVICES AND PERFORMANCE STANDARDS

Services must be consistent with the MDFT program model.

1. Enroll 40 youth and families in MDFT.

   Performance standard: A client is officially enrolled when a completed enrollment record, documentation of two (2) weeks of participation, and requisite consent forms are submitted to the independent evaluator.

2. Implement a case management component that begins at program intake and includes the development of an individual program plan with goals that address needs in the home, school, work, and community.

   Performance standards: Provide on-going case management as needed, including:

   - Link youth and families with services as needed. Provide interagency referrals as needed and support youth and family through the referral process to ensure that the connection is made. Program staff should document referrals, follow-up on referrals, and provide on-going feedback on the status of referrals.
   - Inform families about the juvenile justice system, including court processes and up-to-date contacts/phone numbers.
   - Document clients' participation and progress in all aspects of the program in case files and update case plans accordingly.
   - Conduct drug tests as needed.

3. Provide intensive mental health services to youth and families in accordance with the MDFT program model.

   Performance standard: MDFT is delivered with fidelity in accordance with the program model and protocols.

4. The program eliminates obstacles to participation.

   Performance standards:

   - Provide MDFT in home. The program must document the reason(s) given for receiving services elsewhere.

   - Provide flexible working hours for staff to ensure that program services are convenient for clients, e.g. afternoon, evening and/or weekend.

5. The program is fully staffed by appropriately trained personnel in MDFT.

   - Performance standard: Staff meets the qualifications specified in this RFP. Staff vacancies are filled in 30 days or less by temporary or permanent staff.

6. Keep referring agents apprised of youth and families' progress in all aspects of the program.

   - Performance standard: Provide JSD case managers and/or DJJ probation officers with monthly feedback reports on the youth's progress (or lack thereof) as documented in case files, therapy reports and updates related to referrals.

7. Program staff must fully cooperate with the independent evaluator.

   Performance standards: Provide completed enrollment forms on time, completed pre-tests and post-tests at appropriate times, and have the program and staff available for evaluator consultation, at mutually agreed upon times.

PARTICIPANT OUTCOMES AND INDICATORS

The following list does not constitute all data possibilities but rather provides a sample of the kinds of information that will be required when full cooperation with the independent evaluator occurs. Funded providers are expected to collect and track individual participant data in collaboration with the independent evaluator. The expected outcomes identified below are consistent with the overall goal of this priority area and may be used along with other indicators to track program success. Applicants may assess additional outcomes and/or indicators.

EXPECTED PARTICIPANT OUTCOMES	INDICATOR
85% of youths/families enrolled in the program will complete FIS/MDFT requirements for successful closure.	# and % of youth/families who have participated in a minimum of eight (8) sessions of intervention programming; documented by youth and parent enrollment and case notes.
85% of youth and parents will improve in (or maintain positive) communication skills, relationships, and overall functioning.	# and % of youth who report improvements (or maintain positive scores) on standardized MDFT pre-post measures. # and % of parents who report improvements (or maintain positive scores) on standardized MDFT pre-post measures.
70% of youth who complete the program will improve (or maintain positive) school attendance and school conduct.	# and % of youth who improve (or maintain positive) school attendance on pre and post school reports # and % of youth who improve (or maintain positive) school conduct on pre and post school reports.
90 % of the youth will not be re-arrested during program participation. 80 % of the youth who complete the program will have fewer re-arrests after 6 months or more, than non-completers	# and % of youth who are not re-arrested while participating in the program. # and % of referred youth who are not re-arrested within 6 months or more of program completion.

OTHER REQUIREMENTS

Program Documentation

Monthly feedback on each client's progress in the program should be provided to the referring ag or more frequently as required.

All activities must be documented in each client-child's case file and supported by case notes, e.g. therapy sessions (home and office), referrals to other agencies, school meetings, etc.

Evaluation

An independent evaluation will be conducted for all programs and will assess the extent to which program performance standards and participant outcomes are achieved. In addition, the independent evaluator will aid in the process of implementation and provide evaluation instruments, related training and technical assistance.

Contract Period

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and Criminal Justice Council pursuant to assessments of community service needs.

PROGRAM MODEL

Brief Strategic Family Therapy (FIS/BSFT)

Brief Strategic Family Therapy (BSFT) is an empirically supported, family-focused, clinical intervention designed to reduce the impact of familial risk factors that contribute to delinquency and substance abuse. Sessions are conducted at locations that are convenient to the family, including the family's home and community settings.

BSFT strategies and treatment plans are based on a structured diagnostic plan for each family. Therapy sessions target the problem behaviors of the youth in relation to family functioning. The program fosters family communication, problem solving, clear rules and consequences, nurturing, and shared responsibility for family problems. In addition, the program utilizes specialized engagement strategies to bring resistant family members into therapy.

The BSFT intervention is typically delivered in 12 – 17 family sessions over a period of 3 to 4 months. However, depending on the case, treatment can be completed in as few as 8 sessions or as many as 24 sessions. A typical session lasts 60 to 90 minutes and is held with the adolescent and one or more family member. Sessions are conducted at locations that are convenient to the family, including the family's home.

The successful applicant will already have entered into a formal licensing agreement with Brief Systemic Family Therapy™ and must include proof of BSFT certification/licensure in proposal. The selected agency will work closely with the independent program evaluator and the BSFT program developers to make sure the intervention is being implemented with fidelity and in accordance with the program model/manuals. See http://www.brief-strategic-family-therapy.com/about-fttim.html

Note: Interventions and program activities determined by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), U.S. Department of Health & Human Services (H&HS), etc., to be more harmful than helpful, or generally ineffective shall not be used. Examples are: "scared straight" approaches, boot camps, jail tours, and groupings of arrested youth with different levels of criminal justice involvement and children 12 and under with older teens.

Targeted Participants

FIS/BSFT provides clinical interventions to juvenile offenders (ages 13 -17) and their families based on assessments conducted by the Juvenile Services Department (JSD) and the Department of Juvenile Justice (DJJ).

Participant Referral

Sixty percent (60%) of referrals to BSFT should come exclusively from JSD and 40% from DJJ. Families referred for services should be contacted within 48 hours or as soon as possible (i.e. if the juvenile is detained, upon release). The referral agency should be notified if the program has a waiting list, or if services to the family cannot begin within 2 weeks.

The successful applicant is responsible for promoting itself and obtaining referrals by maintaining regular contact with relevant case managers and juvenile probation officers.

Program Completion Requirements

Program completion is based on the BSFT model, e.g. a minimum of 8 - 12 sessions. The rate of program completion and the number of sessions required depends upon each family's progress toward treatment goals and the seriousness of the case.

Staffing

The program should identify a position with primary responsibility for the management and execution of all grant activities. The individual must devote sufficient time and possess the educational and/or practical experience and commitment to assure the successful achievement of the program goals and objectives.

Therapeutic services must be provided by a Masters' level clinician with appropriate training or certification in the specific intervention offered. Clinicians must also demonstrate a commitment to delivering services in communities where youth and families reside.

Proposers should discuss how they will assure that certified program staff will be available to implement BSFT services, and receive necessary training to continuously improve services and outcomes for clients.

SCOPE OF SERVICES AND PERFORMANCE STANDARDS

Services must be consistent with the BSFT program model.

1. Enroll 32 youth and families in BSFT.

   Performance standard: A client is officially enrolled when a completed enrollment record, documentation of two (2) weeks of participation, and requisite consent forms are submitted to the independent evaluator.

2. Implement a case management component that begins at program intake and includes the development of an individual program plan with goals that address needs in the home, school, work, and community.

   Performance standards: Provide on-going case management as needed, including:

   - Link youth and families with services as needed. Provide interagency referrals as needed and support youth and family through the referral process to ensure that the connection is made. Program staff should document referrals, follow-up on referrals, and provide on-going feedback on the status of referrals.
   - Inform families about the juvenile justice system, including court processes and up-to-date contacts/phone numbers.
   - Document clients' participation and progress in all aspects of the program in case files and update case plans accordingly.
   - Conduct drug tests as needed.

3. Provide intensive mental health services to youth and families in accordance with the BSFT program model.

   Performance standard: BSFT is delivered with fidelity in accordance with the program model and protocols.

4. The program eliminates obstacles to participation.

   Performance standards:

   - BSFT offers home-based services.
   - Provide flexible working hours for staff to ensure that services are convenient for clients, e.g. afternoon, evening and/or weekend.

5. Keep referring agents apprised of youth and families' progress in all aspects of the program.

   Performance standard: Provide JSD case managers and/or DJJ probation officers with monthly feedback reports on the youth's progress (or lack thereof) as documented in case files, therapy reports and follow-up related to referrals.

6. The program is fully staffed by appropriately trained personnel in BSFT.

   Performance standard: Staff meets the qualifications specified in this RFP. Staff vacancies are filled in 30 days or less by temporary or permanent staff.

7. Program staff must fully cooperate with the independent evaluator.

   Performance standards: Provide completed enrollment forms on time, completed pre-tests and post-tests at appropriate times, and have the program and staff available for evaluator consultation, at mutually agreed upon times.

PARTICIPANT OUTCOMES AND INDICATORS

The following list does not constitute all data possibilities but rather provides a sample of the kinds of information that will be required when full cooperation with the independent evaluator occurs. Funded providers are expected to collect and track individual participant data in collaboration with the independent evaluator. The expected outcomes identified below are consistent with the overall goal of this priority area and may be used along with other indicators to track program success. Applicants may assess additional outcomes and/or indicators.

EXPECTED PARTICIPANT OUTCOMES	INDICATOR
90% of youths/families enrolled in the program will complete FIS/BSFT requirements for successful closure.	# and % of youth/families who have participated in a minimum of eight (8) sessions of intervention programming; documented by youth and parent enrollment and case notes.
90% of youth and parents will improve in (or maintain positive) communication skills, relationships, and overall functioning.	# and % of youth who report improvements (or maintain positive scores) on standardized BSFT pre-post measures. # and % of parents who report improvements (or maintain positive scores) on standardized BSFT pre-post measures.
90% of youth who complete the program will improve (or maintain positive) school attendance and school conduct.	# and % of youth who improve (or maintain positive) school attendance on pre and post school reports # and % of youth who improve (or maintain positive) school conduct on pre and post school reports.
90 % of the youth will not be re-arrested during program participation. 80 % of the youth who complete the program will have fewer re-arrests after 6 months or more, than non-completers	# and % of youth who are not re--arrested while participating in the program. # and % of referred youth who are not re-arrested within 6 months or more of program completion.

OTHER REQUIREMENTS

Program Documentation

Monthly feedback on each client's progress in the program should be provided to the referring agency or more frequently as required.

All program activities must be documented in each client-child's case file and supported by case notes, e.g. therapy sessions (home and office), referrals to other agencies, school meetings, etc.

Evaluation

An independent evaluation will be conducted for all programs and will assess the extent to which program performance standards and participant outcomes are achieved. In addition, the independent evaluator will aid in the process of implementation and provide evaluation instruments, related training and technical assistance.

Contract Period

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and Criminal Justice Council pursuant to assessments of community service needs.

PROGRAM FUNDING PRIORITY AREA: Girls Intervention Program (GIP)

GENERAL INTRODUCTION

In an effort to prevent and reduce delinquent behavior among girls in Miami-Dade County, the County is seeking proposals from community-based organizations (CBOs) to implement a Girls Intervention Program (GIP) with girls, ages 13 - 17 referred by the Miami-Dade County Juvenile Services Department (JSD) and the Florida Department of Juvenile Justice (DJJ).

The program provides multiple services based on assessments including: counseling, research-based structured learning groups, educational and/or vocational advocacy and support, peer mentoring, life skills training, case management and assistance with community sanctions. The length of participation is 12 weeks, with peer mentoring opportunities available to graduates afterwards.

Priority will be given to programs managed by organizations with experience and a proven track record of success in the provision of multiple services to youth at "increased risk" for delinquency and their families including the ability to provide clinical interventions for mental health, substance abuse, and co-occurring disorders.

The proposal should include:

- A description of the activities and resources necessary to assure that the proposed program model is implemented as intended.
- A detailed schedule of services (what, where, when) that will be delivered weekly at each site.
- An outline of the research based curricula to be used that is effective for the targeted population.
- Evidence of the organization's capacity to fully implement the multiple services required of the program.

The county intends on funding one (1) organization to operate the program in two (2) locations in areas with the greatest need as determined by juvenile arrest data: 1) South Dade (Cutler Ridge, Florida City, Homestead and Perrine); 2) Liberty City (Central Miami) and 3) Miami Gardens (North Dade). Estimated funding: 5% of total funding available, to serve a total of 50 female offenders across both locations combined.

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and Criminal Justice Council pursuant to assessments of community service needs.

PROGRAM MODEL

The GIP model includes the following: gender specific structured learning groups, mental health and substance abuse counseling, educational and/or vocational support, case management, peer mentorship, life skills training and assistance with community sanctions. The model incorporates the use of behavioral management strategies including monitoring and reinforcing school performance, program attendance, and court sanctions. A peer mentoring component provides the graduates with additional opportunities to promote pro-social behavior and acquire skills.

The proposer shall adopt a 12 week research-based female focused developmentally appropriate curriculum designed to address the special psychosocial needs of girls in the juvenile justice system. The proposed program should have the capacity to meet the individual needs of girls in the areas of mental health and substance abuse, trauma experiences and high-risk sexual behavior.

If interagency referrals are needed to provide any services the proposer must submit in this proposal, a Memorandum of Understanding with a partner agency, documenting the process for referring youth (and/or families) for mental health and/or substance abuse services. Note that the GIP program is responsible for submitting monthly updates to referring agents.

Note: Interventions and program activities determined by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), U.S. Department of Health & Human Services (H&HS), etc., to be more harmful than helpful, or generally ineffective shall not be used. Examples are: "scared straight" approaches, boot camps, jail tours, and groupings of arrested youth with different levels of criminal justice involvement and children 12 and under with older teens.

Targeted Participants

GIP targets female juvenile offenders (ages 13 -17) based on assessments conducted by the Juvenile Services Department (JSD) and the Department of Juvenile Justice (DJJ).

Participant Referrals

Referrals to the program come exclusively from the Miami-Dade Juvenile Services Department (JSD) and the Florida Department of Juvenile Justice (DJJ).

Youth referred for services should be contacted within 48 hours or as soon as possible (i.e. if the juvenile is detained, upon release). The referral agency should be immediately notified if the program has a waiting list, or if services to the family cannot begin within 2 weeks.

Girls referred for services should be contacted within 48 hours or as soon as possible (i.e. if the juvenile is detained, upon release). The referral agency should be immediately notified if the program has a waiting list, or if services to the family cannot begin within 2 weeks.

The successful applicant is responsible for promoting itself and obtaining referrals by maintaining regular contact with relevant case managers and juvenile probation officers.

Program Completion Requirements

Program completion is based on girls completing a continuum of program activities, including participation in structured learning groups and the fulfillment of court orders such as community service requirements. The length of time it takes a girl to successfully complete the program will vary, but youth are expected to be engaged by the program for no less than 12 weeks.

Staffing

The program should identify a position with primary responsibility for the management and execution of all grant activities. The individual must devote sufficient time and possess the educational and/or practical experience and commitment to assure the successful achievement of the program goals and objectives.

Therapeutic services such as Cognitive Behavioral Therapy (CBT) and Trauma Informed Therapy must be provided by a Masters' level clinician with appropriate training.

Direct service staff must hold at least a Bachelor's degree in social work, criminal justice, psychology, mental health counseling, or related field and have at least two (2) years of relevant experience working with delinquent youth.

SCOPE OF PROGRAM SERVICES AND PERFORMANCE STANDARDS

Program services are expected to reduce re-arrests by promoting positive behavior. Both JSD and DJJ assessments, as well as court ordered sanctions will guide service delivery which is intended to be individualized. Note that in instances where a specific service cannot be directly provided by the proposing agency, a Memorandum of Understanding (or contract) must be included in the application detailing how the service will be delivered and the on-going documentation that will be required, provided. The program is responsible for providing feedback on the youth's progress in all aspects of the program including monthly updates from therapists.

1. Enroll 50 girls in no less than twelve (12) weeks of intervention programming.

   Performance standard: A client is officially enrolled when a completed enrollment record, documentation of two (2) weeks of attendance, a pre-test and requisite consent forms are submitted to the independent evaluator.

2. Implement a case management component that begins at program intake and includes the development of an individual program plan with goals that address needs in the home, school, work, and community.

   Performance standards: Provide on-going case management as needed, including:

   - One (1) initial home visit to assess living conditions as it relates to client's success in the program.
   - Community service requirements from court-ordered sanctions must be fulfilled by youth while in the program. Provide necessary assistance to accomplish this task.

- Link youth and families with services as needed. Provide interagency referrals as needed and support youth and family through the referral process to ensure that the connection is made. Program staff should document referrals, follow-up on referrals, and provide on-going feedback on the status of referrals.

- Inform families about the juvenile justice system, including court processes and up-to-date contacts/phone numbers.

- Document clients' participation and progress in all aspects of the program in case files and update case plans accordingly.

3. A gender specific research-based, modularized curriculum is implemented that emphasizes conflict resolution, anger management, school performance, pro-social life skills training and attitude toward conflict/violence.

   Performance standard: Girls will be involved in two (2) modularized structured learning groups each week for 12 weeks.

NOTE: Interventions and program activities determined by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), U.S. Department of Health & Human Services (H&HS), etc., to be more harmful than helpful, or generally ineffective shall not be used; for example: groupings of arrested youth with different levels of criminal justice involvement.

The structured learning groups should follow a research-based curriculum that incorporates a cognitive behavioral approach to both enhancing protective factors and reducing risk factors associated with delinquency. The proposer should provide an outline from the curricula to be used, indicating the source and associated costs if any. Miami-Dade OMB must approve all curricula selections and any changes.

- The curricula must be modularized, interactive and coordinated so that youth have the opportunity to make-up missed sessions to complete full intervention. Note that missed sessions must be made up with peers, e.g. JSD with JSD girls and DJJ with DJJ girls.

- Participation must be documented in attendance logs and the case file.

4. Provide intensive mental health and substance abuse services as needed.

   Performance standard: Provide youth with intensive mental health and/or substance abuse counseling OR refer as needed.

- Engage youth in therapeutic counseling services such as Cognitive Behavioral Therapy or Trauma Informed Therapy as indicated on referral OR

- Have a Memorandum of Understanding with a partner agency, documenting the process for referring youth (and/or families) for mental health and/or substance abuse services. Note that the GIP program is responsible for submitting monthly updates from therapists.

- Conduct drug tests on as needed basis.

5. The program staff serve as an educational and/or vocational liaison and advocate for the youth as needed including:

   Performance Standards: For youth in school, provide a range of support activities to enhance school attendance, behavior and academic performance as needed.

   - If school issues arise such as suspensions or academic failure, provide youth (and caregiver) advocacy at the school site, e.g. meet with school personnel.
   - Develop and implement a process for obtaining teacher feedback for students with behavior and/or academic issues, e.g. daily or weekly progress reports signed by teachers, e-mails or phone calls to school staff.
   - As needed, identify and coordinate tutoring services. Obtain on-going feedback from tutors, teachers, and parents regarding progress.
   - Develop and implement a process to monitor attendance, e.g. daily progress reports and parents/caregivers are contacted via telephone or home visit after five unexcused absences or two consecutive absences. If school attendance continues to be an issue, a meeting should be set up with the school (counselors and/or teachers and administrators), parents/care givers, and program staff.

   For youth who dropped out of school, provide vocational/educational support including educational plans to return to school or to pursue vocational training or employment.

6. Involve youth in life skills training activities.

   - Facilitate weekly educational activities designed to enhance life skills, e.g. problem solving, healthy relationships, money management.

7. Communicate with parents/caregivers regularly.

   Performance standards:

   - Maintain contact with parents and caregivers while the girl is in the program providing them with feedback regarding the progress of their child in the program.
   - Staff will contact parents if the youth is suspended from school, is experiencing attendance issues or is re-arrested to discuss appropriate strategies to implement.

8. Establish and maintain a peer mentorship component that promotes pro-social behavior and the development of skills and knowledge.

   Performance standards.

   - A documented process for training mentors is implemented.
   - A documented process is used for assigning and involving peer counselors with mentees.
   - Offer peer mentorship activities for program graduates at least monthly.

9. The program helps to eliminate obstacles to participation.

   Performance standards:

   - Assist youth with transportation as needed, e.g. bus tokens.
   - Provide flexible working hours for staff to ensure that program activities are available at times/days convenient for clients, e.g. afternoon, evening and/or weekend.
   - Provide snacks.

10. The program is fully staffed by appropriately qualified personnel.

    Performance standards: Staff meets the qualifications specified in the RFP. Staff vacancies are filled in 30 days or less by temporary or permanent staff.

11. On a monthly basis, report youth's progress in all aspects of the program.

    Performance standard: Provide DJJ probation officers and JSD case managers with monthly feedback reports on the youth's progress (or lack thereof) as documented in case files, sign-in sheets, and reports related to referrals.

13. Program staff must fully cooperate with the independent evaluator.

    Performance standards: Provide completed enrollment forms on time, completed pre-tests and post-tests at appropriate times, and have staff available for evaluator consultation at mutually agreed upon times.

PARTICIPANT OUTCOMES AND INDICATORS

The following list does not constitute all data possibilities but rather provides a sample of the kinds of information that will be required when full cooperation with the independent evaluator occurs. Funded providers are expected to collect and track individual participant data in collaboration with the independent evaluator. The expected outcomes identified below are consistent with the overall goal of this priority area and will be used along with other indicators to track a program's success. The outcomes and indicators below must linked to program services and the evidence based curriculum. Applicants may include additional outcomes and/or indicators.

EXPECTED PARTICIPANT OUTCOMES	INDICATOR
90% of girls enrolled in the program will complete GIP requirements for successful closure.	# and % of referred girls who have participated in a minimum of 12 weeks of intervention programming; documented by youth enrollment and program attendance records.
80% of girls who complete the program improve (or maintain positive) pro-social attitudes including: beliefs about conflict, attitude towards couple violence, and attitude toward school.	# and % of girls who improve their beliefs about conflict on pre and post measures. # and % of girls who improve their attitude toward conflict/violence on pre and post measures. # and % of girls who improve their attitude toward school on pre and post measures.
80% of youth who complete the program will improve (or maintain positive) school attendance and school conduct.	# and % of youth who improve (or maintain positive) school attendance on pre and post school reports # and % of youth who improve (or maintain positive) school conduct on pre and post school reports.
90 % of girls who complete the program will not be re-arrested during program participation. 80% of the girls who complete the program will have fewer re-arrests after 6 months or more, than non-completers.	# and % of girls who are not re-arrested while participating in the program. # and % of referred girls who are not re-arrested within 6 months or more of program completion.

OTHER REQUIREMENTS

Program Documentation

Monthly feedback on each client's progress in the program should be provided to the referring agency or more frequently as required.

All activities must be documented in case file and supported by case notes, e.g. therapy sessions (home and office), referrals to other agencies, school meetings, etc.

Evaluation

An independent evaluation will be conducted for all programs and will assess the extent to which program performance standards and participant outcomes are achieved. In addition, the independent evaluator will aid in the process of implementation and provide evaluation instruments, related training and technical assistance.

Contract Period

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and Criminal Justice Council pursuant to assessments of community service needs.

PROGRAM FUNDING PRIORITY AREA: Weapons Intervention Program (WIP)

GENERAL INTRODUCTION

In an effort to prevent and reduce delinquent behavior among youth in Miami-Dade County, the County is seeking proposals from community-based organizations (CBOs) to implement a Weapons Intervention Program (WIP) for youth adjudicated on weapons charges. WIP is a six-month intervention program for juvenile weapons offenders. The County is seeking proposals from qualified community-based organizations to partner with a hospital and/or medical school to implement the program in a medical setting.

The WIP model is intensive and includes: structured learning groups using research-based curriculum, mental health and substance abuse counseling, educational and/or vocational support, peer mentorship and case management. The length of participation is six months with peer mentoring opportunities available to graduates afterwards.

Priority will be given to organizations with experience delivering services in a medical setting. Documentation of collaborative arrangement and/or agreements with a hospital and/or medical school should be included in this proposal.

The proposal should include:

- A description of the activities and resources necessary to assure that the proposed program model is implemented as intended.
- A detailed schedule of services (what, where, when) that will be delivered weekly at each site.
- An outline of the research based curricula to be used that is effective for the targeted population.
- Evidence of the organization's capacity to fully implement the multiple services required of the program.

The county intends on funding one (1) organization to operate the program in two (2) medical settings located in areas with the greatest need as determined by juvenile arrest data: 1) South Dade (Cutler Ridge, Florida City, Homestead and Perrine); 2) Liberty City (Central Miami) and 3) Miami Gardens (North Dade).
Estimated funding: 8% of total funding available, to serve 62 weapons offenders.

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and the Dade-Miami Criminal Justice Council pursuant to assessment of community service needs.

PROGRAM MODEL

WIP is a long-term (six month) intervention program for juvenile weapons offenders that takes place in a medical setting. The intensive education and intervention program uses an evidence-based curriculum and behavioral management strategies including monitoring and reinforcing school performance, program attendance, and court sanctions. Other components of the model include: mental health and substance abuse counseling, educational and/or vocational support, case management and peer mentorship.

If interagency referrals are needed to provide any services, the proposer must submit in this proposal a Memorandum of Understanding with a partner agency, documenting the process for referring youth (and/or families) for mental health and/or substance abuse services. Note that the WIP program is responsible for submitting monthly updates to referring agents.

The successful proposer must identify the activities and resources necessary to assure that the proposed program model is implemented as intended and that the youth participate to the fullest extent possible. Include a timeline that shows what steps are needed to implement the program, at each site. The proposer should also describe the weekly schedule of services (what, where, when).

Note: Interventions and program activities determined by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), U.S. Department of Health & Human Services (H&HS), etc., to be more harmful than helpful, or generally ineffective shall not be used. Examples are: "scared straight" approaches, boot camps, jail tours, and groupings of arrested youth with different levels of criminal justice involvement and children 12 and under with older teens.

Targeted Participants

The Weapons Intervention Program targets male juvenile offenders, ages 13-17 primarily gun offenders. Juvenile offenders who use knives or other weapons are secondarily targeted.

Participant Referrals

Referrals to the program come from the Department of Juvenile Justice (DJJ), Juvenile Services Department (JSD) and the Juvenile Court System. Youth referred for services should be contacted within 48 hours or as soon as possible (i.e. if the juvenile is detained, upon release). The referral agency should be immediately notified if the program has a waiting list, or if services to the family cannot begin within 2 weeks.

The grantee is fully responsible for obtaining referrals by maintaining regular contact with probation officers and case managers. The program should promote itself and the WIP concept among the Juvenile Court Judges, Assistant Public Defenders, and Assistant State Attorneys so the requirement to attend WIP can be included in the JPO's Pre-Dispositional Report for juvenile court.

Program Completion Requirements

The length of time it takes a youth to successfully complete the program will vary, but youth are expected to be engaged by the program for no less than six months, irrespective of referral source. Program completion is based on participation in intensive programming over a period of at least six months.

Staffing

The program should identify a position with primary responsibility for the management and execution of all grant activities. The individual must devote sufficient time and possess the educational and/or practical experience and commitment to assure the successful achievement of the program goals and objectives.

Therapeutic services such as Cognitive Behavioral Therapy (CBT) must be provided by a Masters' level clinician with appropriate training.

Direct service staff must hold at least a Bachelor's degree in social work, criminal justice, psychology, mental health counseling, or related field and have at least two (2) years of experience working with delinquent youth.

SCOPE OF SERVICES AND PERFORMANCE STANDARDS

Program services are expected to reduce re-arrests by promoting positive behavior. DJJ and JSD assessments and court sanctions will guide service delivery which is intended to be individualized. Note that in instances where a specific service cannot be directly provided by the proposing agency, a Memorandum of Understanding (or contract) must be included in the application detailing how the service will be delivered and the on-going documentation that will be required, provided. The WIP program is responsible for providing feedback on the youth's progress in ALL aspects of the program including monthly updates from therapists.

1. Enroll 62 juvenile weapons offenders in six months of education and intervention programming.

   Performance standard: A client is officially enrolled when a completed enrollment record, documentation of two (2) weeks of attendance, pre-test, and requisite consent forms are submitted to the independent evaluator.

NOTE: The length of time it takes a youth to successfully complete a WIP program will vary, but should be no less than six months.

2. Implement a case management component that begins at program intake and includes the development of an individual program plan that addresses the needs of youth based on DJJ or JSD assessments and court-ordered sanctions. Plans shall be updated at least monthly and more frequently as required.

   Performance standard: Provide on-going case management as needed, including:

   - Provide at least one (1) home visit to assess living conditions and engage the youth and family as it relates to youth's success in the program.
   - Community service requirements from court-ordered sanctions must be fulfilled by youth while in the program. Provide necessary assistance to accomplish this task.
   - Inform families about the juvenile justice system, including court processes and up-to-date contact/phone numbers.

- Provide interagency referrals to youth and family members as needed and support youth and family through the referral process to ensure that the connection is made. Program staff should document referrals, follow-up on referrals, and provide referring agents with on-going feedback on the status of referrals, e.g. therapy reports, Workforce Miami reports.

- Monitor and document youth's participation and progress in all aspects of the program in case files.

3. A research-based, modularized curriculum that addresses weapons violence is implemented that emphasizes conflict resolution, anger management, school performance, pro-social life skills training and attitude toward conflict/violence.

   Performance standard: Youth will be involved in no less than two (2) modularized structured learning groups each week for six (6) months.

The structured learning groups should follow a research-based curriculum that incorporates a cognitive behavioral approach to both enhancing protective factors and reducing risk factors associated with delinquency. The proposer should provide an outline from the curricula to be used, indicating the source and associated costs if any. Miami-Dade OMB must approve all curricula selections and any changes.

- The curricula must be modularized, interactive and coordinated so that youth have the opportunity to make-up missed sessions to complete full intervention.

- Participation must be documented in attendance logs and case files.

4. Provide intensive mental health and substance abuse services as needed.

   Performance standard: Provide youth with intensive mental health and/or substance abuse counseling OR refer as needed.

- Engage youth in therapeutic counseling services such as Cognitive Behavioral Therapy or Trauma Informed Therapy as indicated on referral OR

- Have a Memorandum of Understanding with a partner agency, documenting the process for referring youth (and/or families) for mental health and/or substance abuse services. Note that the WIP program is responsible for submitting monthly updates from therapists.

- Conduct drug tests as needed.

5. The program staff serve as an educational and/or vocational liaison and advocate for the youth as needed including:

   Performance Standards:

   For youth in school, provide a range of support activities to enhance school attendance, behavior and academic performance as needed.

- If school issues arise such as suspensions or academic failure, provide youth (and caregiver) advocacy at the school site, e.g. meet with school personnel.

- Develop and implement a process for obtaining teacher feedback for students with behavior and/or academic issues, e.g. daily or weekly progress reports signed by teachers, e-mails or phone calls to school staff.

- As needed, identify and coordinate tutoring services. Obtain on-going feedback from tutors, teachers, and parents regarding progress.

- Develop and implement a process to monitor attendance, e.g. daily progress reports and parents/caregivers are contacted via telephone or home visit after five unexcused absences or two consecutive absences. If school attendance continues to be an issue, a meeting should be set up with the school (counselors and/or teachers and administrators), parents/care givers, and program staff.

For youth who dropped out of school, provide vocational/educational support including educational plans to return to school or to pursue vocational training or employment.

6. Communicate with parents/caregivers regularly.

   Performance standards:

   - Maintain contact with parents and caregivers while the youth is in the program providing them with feedback regarding the progress of their child in the program.

   - Staff will contact parents if the youth is suspended from school, is experiencing attendance issues or is re-arrested to discuss appropriate strategies to implement.

7. Provide opportunities for youth to be recognized for their achievement.

   Performance standard: At least two (2) recognition events are held during the 12-month program year.

8. Establish and maintain a peer mentorship component that promotes pro-social behavior and the development of skills and knowledge.

   Performance standards:

   - A documented process for training mentors is implemented.
   - A documented process is used for assigning and involving peer counselors with mentees.
   - Offer peer mentorship activities for program graduates at least monthly.

9. The program helps to eliminate obstacles to participation.

   Performance standards:

   - Assist youth and families with transportation, e.g. bus tokens.
   - Provide flexible working hours for staff to ensure that program activities are available at times/days convenient for clients, e.g. afternoon, evening and/or weekend.
   - Provide snacks.

10. The program is fully staffed by appropriately trained personnel.

    Performance standards:

- Staff meets the qualifications specified in the RFP.
- Staff vacancies are filled in 30 days or less by temporary or permanent staff.

11. On a monthly basis, report youth's progress in all aspects of the program.

    Performance standard: Provide DJJ probation officers and JSD case managers with monthly feedback reports on the youth's progress (or lack thereof) as documented in case files, sign-in sheets, and reports related to referrals.

12. Program staff must fully cooperate with the independent evaluator.

    Performance standards: Provide completed enrollment forms on time, completed pre-tests and post-tests at appropriate times, and have staff available for evaluator consultation at mutually agreed upon times.

PARTICIPANT OUTCOMES AND INDICATORS

The following list does not constitute all data possibilities but rather provides a sample of the kinds of information that will be required when full cooperation with the independent evaluator occurs. Funded providers are expected to collect and track individual participant data in collaboration with the independent evaluator. The expected outcomes identified below are consistent with the overall goal of this priority area and will be used along with other indicators to track a program's success. The outcomes and indicators below must linked to program services and the evidence based curriculum. Applicants may include additional outcomes and/or indicators.

EXPECTED PARTICIPANT OUTCOMES	INDICATOR
90% of enrolled youth should complete the program and their court ordered sanctions and services.	# and % of referred youth who have participated in a minimum of six months of intervention programming; documented by youth enrollment and program attendance records.
80% of youth who complete the program improve (or maintain positive) pro-social attitudes including: attitude toward conflict, interpersonal violence, and attitude toward school.	# and % of youth who improve (or maintain positive) their attitude toward conflict/ violence on pre and post measures. # and % of youth who improve (or maintain positive) their attitude toward school on pre and post measures.
80% of youth who complete the program will have less acceptable attitudes toward couple/domestic violence.	# and % of youth who maintain less or report less acceptance of couple/domestic violence on pre and post measures.
80% of youth who complete the program will improve their school attendance and conduct.	# and % of youth who (maintain positive) school attendance or improve on pre and post school reports. # and % of youth who improve (or maintain) positive school conduct on pre and post school reports.
90% of youth who complete the program will not be arrested during program participation. 80% of the youth who complete the program will have fewer re-arrests after 6 months or more, than non-completers.	# and % of youth who are not arrested while participating in the program. # and % of enrollees who are not re-- arrested within 6 months or more of program completion.

OTHER REQUIREMENTS

Program Documentation

Monthly feedback on each client's progress in the program should be provided to the referring agency or more frequently as required.

All program activities, structured learning groups, home visits, referrals to other agencies for services, school meetings, etc. must be documented in each client-child's case file and supported by participant sign-in sheets and case notes.

Evaluation

An independent evaluation will be conducted for the program and will assess the extent to which program performance standards and participant outcomes are achieved. In addition, the independent evaluator will aid in the process of implementation and provide evaluation instruments, related training and technical assistance.

Contract Period

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and Criminal Justice Council pursuant to assessments of community service needs.

PROGRAM FUNDING PRIORITY AREA: Sibling Prevention Program (SPP)

GENERAL INTRODUCTION

In an effort to prevent and reduce delinquent behavior among youth in Miami-Dade County, the County is seeking proposals from community-based organizations (CBOs) to implement a Sibling Prevention Program (SPP) for siblings of serious habitual offenders and their families. The SPP provides community-based wrap-around support services at home, in school, at court and in the community. SPP program staff are available 7 days a week, 24 -hours a day and function as mentors, case managers, advocates and community liaisons. The program is intensive and long-term: minimum 6 months, up to 3 years, with contact tapering off over time.

Priority will be given to programs managed by organizations with experience and a proven track record of success in the provision of multiple services to youth at "increased risk" for delinquency and their families including the ability to provide clinical interventions for mental health, substance abuse, and co-occurring disorders.

The proposal should include:

- A description of the activities and resources necessary to assure that the proposed program model is implemented as intended.
- A detailed schedule of services (what, where, when) that will be delivered weekly at each site (if applicable).
- An outline of the research based curricula to be used that is effective for the targeted population.
- Evidence of the organization's capacity to fully implement the multiple services required of the program.

The County intends on funding (1) one organization with the capacity to serve areas with the greatest need as determined by juvenile arrest data: 1) South Dade (Cutler Ridge, Florida City, Homestead and Perrine); 2) Liberty City (Central Miami) and 3) Miami Gardens (North Dade). Estimated funding: 6% of total funding available, to serve 80 youth and families.

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and the Dade-Miami Criminal Justice Council pursuant to assessment of community service needs.

PROGRAM MODEL

The program targets younger siblings of habitual offenders because they are exposed to similar risk factors that may have contributed to the delinquent behavior of their brother or sister, thereby putting them at risk of modeling the negative behaviors of the older youth and their antisocial peers. The primary goal of the program is to reduce criminal behaviors in family. To achieve these goals, the program provides community-based wrap-around support services at home, in school, at court and in the community.

The program model is intensive and long-term: minimum 6 months up to 3 years, with contacts tapering off over time. Program staff are available 7 days a week, 24-hours a day, and function as mentors, case managers, advocates and community liaisons.

Note: Interventions and program activities determined by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), U.S. Department of Health & Human Services (H&HS), etc., to be more harmful than helpful, or generally ineffective shall not be used. Examples are: "scared straight" approaches, boot camps, jail tours, and groupings of arrested youth with different levels of criminal justice involvement and children 12 and under with older teens.

Targeted Participants

The program is exclusively for siblings of serious habitual offenders and their families. The participants have to be ages 9 – 15 at the time of enrollment and must be referred by the Juvenile Services Department (JSD) and the Department of Juvenile Justice (DJJ).

Participant Referral

Referrals to the program are exclusively for youth and families from Juvenile Services Department (JSD) and the Department of Juvenile Justice (DJJ). Families referred for services should be contacted within 48 hours or as soon as possible (i.e. if the juvenile is detained, upon release). The referral agency should be notified if the program has a waiting list, or if services to the family cannot begin within 2 weeks.

The successful applicant is responsible for promoting itself and obtaining referrals by maintaining regular contact with relevant case managers and juvenile probation officers.

Participant Completion Requirements

Program completion is based on youth and families achieving stability. The length of time it takes to successfully complete the program will vary, but the program is intended to be intensive and long-term: minimum six (6) months, up to 3 years, with the frequency of contacts tapering off over time.

Staffing

The program should identify a position with primary responsibility for the management and execution of all grant activities. The individual must devote sufficient time and possess the educational and/or practical experience and commitment to assure the successful achievement of the program goals and objectives.

Direct service staff must hold at least a Bachelor's degree in social work, psychology, mental health counseling, family therapy, or related field and have at least two (2) years of relevant experience in dealing with delinquent youth and their families. They must also demonstrate a commitment to delivering services in communities where youth and families reside.

SCOPE OF PROGRAM SERVICES AND PERFORMANCE STANDARDS

Program services are expected to increase family stability, promote positive school performance and minimize criminal behavior. Note that in instances where a specific service cannot be directly provided by the proposing agency, a Memorandum of Understanding (or contract) must be included in the application detailing how the service will be delivered and the on-going documentation that will provided. The program is responsible for providing feedback on the youth's progress in all aspects of the program including monthly updates from therapists if applicable.

1. Enroll 80 youth and families in SPP for no less than six months.

   Performance standard: A client is officially enrolled when a completed enrollment record, documentation of two (2) weeks attendance, pre-test, and requisite consent forms are submitted to the independent evaluator.

NOTE: The length of time it takes a youth to successfully complete the program will vary, but the model indicates clients should be involved for six months to 3 years, with contact tapering off over time. However, clients may be discharged if almost all of their goals are met.

2. Implement a case management component that begins at program intake and includes the development of an individual program plan with goals that address needs in the home, school, work, and community.

   Performance standards: Provide on-going case management as needed, including:

   - Conduct at least one (1) home visit indicating that a face-to-face interview occurred, prior to the completion of the Assessment. The home visit should be completed in the setting in which the client resides. If a home visit could not be facilitated, a face-to-face interview must be conducted in another setting.

   - Link youth and families with services as needed. Provide interagency referrals as needed and support youth and family through the referral process to ensure that the connection is made. Program staff should document referrals, follow-up on referrals, and provide on-going feedback on the status of referrals, e.g. therapy reports, Workforce Miami reports.

   - Inform families about the juvenile justice system, including court processes and up-to-date contacts/phone numbers.

   - Document clients' participation and progress in all aspects of the program in case files and update case plans accordingly.

3. Provide advocacy for families in courts.

   Performance standard: Attend court hearings with families and report to the court on the families' progress in the program as documented in case files.

4. Serve as an educational and/or vocational liaison including:

   Performance Standards:

   For youth in school, provide a range of support activities to enhance school attendance, behavior and academic performance as needed.

   In collaboration with school and family:

   - Meet with school personnel (counselors, teachers, and administrators) to help promote school success and resolve issues e.g. suspensions, academics, special needs, evaluations.
   - Develop and implement a process for obtaining teacher feedback for students with behavior and/or academic issues, e.g. daily or weekly progress reports signed by teachers, e-mails or phone calls to school staff.
   - Develop and implement a process to monitor attendance, e.g. daily progress reports and parents/caregivers are contacted via telephone or home visit after five unexcused absences or two consecutive absences. If school attendance continues to be an issue, a meeting should be set up with the school (counselors and/or teachers and administrators), parents/care givers, and program staff.
   - As needed, identify and coordinate tutoring services. Obtain on-going feedback from tutors, teachers, and parents regarding progress.
   - Assist parents in navigating and advocating for themselves and their child within Miami-Dade County Public Schools System and/or charter or vocational schools as needed.
   - Assist parents in college application process or arrange meeting(s) with school guidance and college counselors.

   For youth who dropped out of school or want to follow a vocational path, assist with linking youth and/or parents in re-enrollment in school, enrolling in vocational training or obtaining employment.

5. Promote family stability through regular contact and on-going support to parents/caregivers.

   Performance standards: Provide a range of activities to promote family stability.

   - Maintain regular communication with parents. In the beginning of the program, the family is typically seen two (2) times per week. As goals are achieved, face-to-face contacts decrease.
   - Link families to services and activities as needed and maintain contact with the referral agency throughout service delivery e.g. monitor appointments, obtain monthly reports from therapists.
   - Assist parents with school advocacy as needed.

6. Involve youth in mentorship activities.

   Performance standard: Youth who express an interest should be connected with a mentor in the community who is committed to continuing mentorship activities when the program ends.

7. The program is fully staffed by appropriately qualified personnel.

   Performance standard: Staff meets the qualifications specified in the RFP. Staff vacancies are filled in 30 days or less by temporary or permanent staff.

8. Keep referring agents apprised of youth and families' progress in all aspects of the program.

   Performance standard: Provide JSD case managers and/or DJJ probation officers with monthly feedback reports on the youth's progress (or lack thereof) as documented in case files, sign-in sheets, and therapy reports.

9. Program staff must fully cooperate with the independent evaluator.

   Performance standards: Provide completed enrollment forms on time, completed pre-tests and post-tests at appropriate times, and have the program and staff available for evaluator consultation, at mutually agreed upon times.

PARTICIPANT OUTCOMES AND INDICATORS

The following list does not constitute all data possibilities but rather provides a sample of the kinds of information that will be required when full cooperation with the independent evaluator occurs. Funded providers are expected to collect and track individual participant data in collaboration with the independent evaluator. The expected outcomes identified below are consistent with the overall goal of this priority area and may be used along with other indicators to track program success. The outcomes and indicators below must linked to program services and the evidence based curriculum. Applicants may include additional outcomes and/or indicators.

Expected Outcome	Indicator
90% of enrolled youth (and families) will complete the program by achieving 85% of their goals and objective.	# and % of referred youth complete all tasks needed to achieve goals; documented by youth enrollment records, case files, program attendance records.
80% of youth who complete the program will improve (or maintain positive) perceptions of family stability/relations.	# and % of youth who complete the program improve or maintain perceptions of family stability/relations on pre and post measures.
70% of youth who complete the program will improve (or maintain positive) school performance, including attendance, conduct and academic achievement.	# and % of youth who complete the program improve school attendance on pre and post school reports (or maintain positive) # and % of youth who complete the program who improve school conduct on pre and post school reports (or maintain positive). # and% of youth who complete the program who improve their academic performance on pre and post school reports (or maintain positive).
90% of youth who complete the program will not be arrested during program participation. 90% of the youth who complete the program will have fewer re-arrests after 6 months or more, than non-completers.	# and % of youth are not re-arrested while participating in the program. # and % of youth who complete the program who are not re-arrested within 6 months or more of program completion.

OTHER REQUIREMENTS

Program Documentation

Monthly feedback on each client's progress in the program should be provided to the referring agency or more frequently as required.

All program activities, structured learning groups, home visits, referrals to other agencies for services, school meetings, etc. must be documented in each client-child's case file and supported by participant sign-in sheets and case notes.

Evaluation

An independent evaluation will be conducted for all programs and will assess the extent to which program performance standards and participant outcomes are achieved. In addition, the independent evaluator will aid in the process of implementation and provide evaluation instruments, related training and technical assistance.

Contract Period

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and Criminal Justice Council pursuant to assessments of community service needs.

PROGRAM FUNDING PRIORITY AREA: 12 and Under Project - SNAP™

GENERAL INTRODUCTION

In an effort to prevent and reduce delinquent behavior among youth in Miami-Dade County, the County is seeking proposals from community-based organizations (CBOs) to adopt, implement, and replicate the Stop Now and Plan (SNAP) model with boys ages 6 to 11 referred by the Miami-Dade County Juvenile Services Department (JSD) and the Florida Department of Juvenile Justice (DJJ).

The successful applicant will need to obtain or already have entered into a formal licensing agreement with Child Development Institute, Toronto, Canada for SNAP™ Boys and SNAP™ Parent Groups licenses. The selected agency will work closely with the independent program evaluator and the SNAP™ Program developers to make sure the intervention is being implemented with fidelity and in accordance with the program model/manuals. See website: http://www.stopnowandplan.com

The proposal should include:

- A description of the activities and resources necessary to assure that the proposed program model is implemented as intended.
- A detailed schedule of services (what, where, when) that will be delivered weekly at each program site.
- Evidence of the organization's capacity to fully implement the multiple services required of the program. Indicate resources needed to maintain and/or acquire training and licensing in SNAP.

The county intends on funding one program with ability to deliver the program in multiple sites. The proposer must have the capacity to serve areas with the greatest need as determined by juvenile arrest data: 1) South Dade (Cutler Ridge, Florida City, Homestead and Perrine); 2) Liberty City (Central Miami) and 3) Miami Gardens (North Dade). Estimated funding: 5% of total funding available, to serve 75 youth and families.

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. For example, continuation of funding is contingent upon the agency having certifications/ licenses to deliver SNAP™ to boys and their parents. Additionally, renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and Criminal Justice Council pursuant to assessments of community service needs.

PROGRAM MODEL

SNAP™ Program is a gender specific multi-component and multi-systemic intervention that teaches social skills, problem-solving techniques, self-control strategies, and cognitive self-instruction to children with disruptive behavior problems and their parents. This is accomplished through a 12-week curriculum of 90 minute weekly structured learning groups for youth related to self-control and concurrently for parents with topics related to child management.

Note: Interventions and program activities determined by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), U.S. Department of Health & Human Services (H&HS), etc., to be more harmful than helpful, or generally ineffective shall not be used. Examples are: "scared straight" approaches, boot camps, jail tours, and groupings of arrested youth with different levels of criminal justice involvement and children 12 and under with older teens.

Targeted Participants

To be eligible for services, the boys must be between the ages of 6 and 11 years at the time of enrollment and "be an at-risk or arrested child."

Participant Referrals

Referrals to the program come exclusively from the Miami-Dade County Juvenile Services Department (JSD).

Youth referred for services should be contacted within 48 hours or as soon as possible (i.e. if the juvenile is detained, upon release). The referral agency should be immediately notified if the program has a waiting list, or if services cannot begin within 2 weeks. The grantee is fully responsible for obtaining referrals by maintaining regular contact with JSD caseworkers.

Participant Completion Requirements

Program completion is based on both youth and parents completing the requirements specified in the SNAP model (e.g. # sessions). The length of time it takes to successfully complete the program will vary, but given the length of the curriculum, youth and parents should be involved in the program for a minimum of 12 weeks.

Staffing

The agency should identify a senior staff with administrative and clinical skills to oversee the program. The individual must devote sufficient time and possess the educational and/or practical experience and commitment to assure the successful achievement of the program goals and objectives.

The SNAP model requires that dedicated staff be trained in the model and able to engage at-risk children and families by demonstrating group facilitation skills (parent and child - as set out in the SNAP™ Group Manuals), adherence to program manuals, and access to community resources.

Direct service staff must hold at least a Bachelor's degree in social work, criminal justice or related field and have at least two (2) years of experience working with delinquent youth and their families.

SCOPE OF SERVICES AND PERFORMANCE STANDARDS

Services must be consistent with SNAP® program model.

1. Enroll 75 youth and families in SNAP® Boys programs and SNAP™ Parent Group for at least 12 weeks.

   Performance standard: A client is officially enrolled when a completed enrollment record, documentation of two (2) weeks attendance, pre-test, and requisite consent forms are submitted to the independent evaluator.

NOTE: The length of time it takes a youth to successfully complete the program will vary, but the model indicates clients should be involved for no less than 12 weeks.

2. Implement a case management component that begins at program intake and includes the development of an individual program plan that addresses strengths and deficits. Plans shall be updated at least monthly and frequently as needed.

   Performance standard: Provide on-going case management as needed, including:

   - Conduct one (1) home visit indicating that a face-to-face interview occurred during the first month of the program. The home visit should be completed in the setting in which the client resides.
   - Each child will receive a school visit to foster academic support and obtain school records as needed.
   - Provide interagency referrals to youth and family members as needed and support youth and family through the referral process to ensure that the connection is made. Program staff should document referrals, follow-up on referrals, and provide referring agencies with on-going feedback on the status of referrals.
   - Monitor and document youth's participation and progress in all aspects of the program in case files.

3. Provide twelve (12) weekly, ninety (90) minute structured learning groups to youth based on SNAP program model.

   Performance standard: Youth will be involved in twelve (12) weekly, 90 minute SNAP groups. The curriculum must be modularized, interactive and coordinated so that youth have the opportunity to make-up missed sessions to complete full intervention.

4. Provide twelve (12), ninety (90) minute weekly structured learning groups to parents based on SNAP curriculum.

   Performance standard: Parents will be involved in twelve (12) weekly, 90 minute SNAP groups. The curriculum must be modularized, interactive and coordinated so that youth have the opportunity to make-up missed sessions to complete full intervention.

5. Eliminate obstacles to youth/families' participation.

   Performance standards:

   - Assist with transportation as needed, e.g. bus passes
   - Provide flexible working hours for staff to ensure that program activities are available at times/days best suited for parents, e.g. late afternoon, evening, or weekend.
   - During group sessions, provide childcare or activities to younger siblings who may represent an obstacle to program participation.
   - Provide snacks.

6. The program is fully staffed by appropriately qualified personnel.

   Performance standard: Staff meets the qualifications specified in the staffing section of this RFP. Staff vacancies are filled in 30 days or less by temporary or permanent staff.

7. Keep referring agents apprised of participants' progress in all aspects of the program.

   Performance standard: Provide JSD case managers and DJJ probation officers with monthly feedback reports on the youth's progress (or lack thereof) as documented in case files, sign-in sheets, and reports related to referrals.

8. Program staff must fully cooperate with the independent evaluator.

   Performance standards: Provide completed enrollment forms on time, completed pre-tests and post-tests at appropriate times, and have the program and staff available to evaluator at mutually agreed upon times.

PARTICIPANT OUTCOMES AND INDICATORS

The following list does not constitute all data possibilities but rather provides a sample of the kinds of information that will be required when full cooperation with the independent evaluator occurs. Funded providers are expected to collect and track individual participant data in collaboration with the independent evaluator. The expected outcomes identified below are consistent with the overall goal of this priority area and may be used along with other indicators to track program success. The outcomes and indicators below must linked to program services and the evidence based curriculum. Applicants may include additional outcomes and/or indicators.

EXPECTED PARTICIPANT OUTCOMES	INDICATOR
90% of youth/families enrolled in the program will complete SNAP® requirements for successful closure.	# and % of youth and parents who attend SNAP requirements for completion.
90% of the youth will not be arrested during program participation.	# and % of youth not arrested while participating in the program.
85% of youth who complete the program will improve or maintain positive emotional regulation.	# and % of youth with positive social competence (SNAP and or other measures) # and % of youth suspended from school (pre/post report cards) # and % of youth with less than average conduct grades who improve (pre/post report cards)
85% of parents who complete the program will improve or maintain high levels of child management.	# and % of parents with improved child management (SNAP and/or other measures)

OTHER REQUIREMENTS

Program Documentation

Monthly feedback on each client's progress in the program should be provided to the referring agency, or more frequently as required.

All program activities, structured learning groups, home visits, referrals to other agencies for services, school meetings, etc. must be documented in each client-child's case file and supported by participant sign-in sheets and case notes.

Evaluation

An independent evaluation will be conducted for all programs to assess the extent to which program performance standards and participant outcomes are achieved. In addition, the independent evaluator will aid in the process of implementation and provide evaluation instruments, related training and technical assistance.

Contract Period

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. For example, continuation of funding is contingent upon the agency having certification to deliver SNAP™ Boys and SNAP™ Parent Groups. Additionally, renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and Criminal Justice Council pursuant to assessments of community service needs.

PROGRAM FUNDING PRIORITY AREA: Juvenile Drug Court Support: Assessment and Case Management

GENERAL INTRODUCTION

In an effort to prevent and reduce delinquent behavior among youth in Miami-Dade County, the Miami-Dade Youth Crime Task Force and the Dade Miami Criminal Justice Council identified support services for the Juvenile Drug Court Program of the 11th Judicial Circuit of the State of Florida as a funding priority area. The goal of the program is to reduce juvenile recidivism by providing offenders with the necessary tools and community support needed to end substance abusing behavior that puts them at risk of further delinquent behavior.

The county intends on supporting the 11th Judicial Juvenile Drug Court (MJDC) program. Estimated funding: 3% of total funding available, to serve 52 youth.

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and the Dade-Miami Criminal Justice Council pursuant to assessment of community service needs.

PROGRAM MODEL

The MJDC is a six to twelve-month, court-supervised program for non-violent offenders who have been identified as having an alcohol and/or drug abuse issue. The program is comprised of four levels that include frequent court appearances and other services for youth placed on probation. MJDC is based on an alternative therapeutic approach rather than a traditional and adversarial process.

Program participants are typically required to complete an outpatient substance abuse program, demonstrate positive progress in school, maintain court-imposed curfew, keep in contact with their juvenile probation officer (JPO), and test negative for drugs and alcohol.

Targeted Participants

This program targets non-violent juvenile offenders, ages 13-17, identified as having a substance abuse problem.

Participant Referral

Youth ages 13 -17 are referred to the program by the Public Defender's Office, State Attorney's Office, Department of Juvenile Justice, Miami-Dade County Public Schools, Delinquency Court Divisions, and court staff based current delinquency charges, prior non-violent/delinquent history, and comprehensive assessments.

Youth referred for services should be contacted within 48 hours or as soon as possible (i.e. if the juvenile is detained, upon release). The referral agency should be notified if the program has a waiting list, or if services to the family cannot begin within 2 weeks.

The program is responsible for promoting itself and obtaining referrals by maintaining regular contact with relevant staff in the courts and juvenile probation officers.

Program Completion Requirements

Program completion is based on the Juvenile Drug Court model which required the completion of court-ordered sanctions and treatment goals within 6 to 12 months.

Staffing

The program should identify a position with primary responsibility for the management and execution of all grant activities. The individual must devote sufficient time and possess the educational and/or practical experience and commitment to assure the successful achievement of the program goals and objectives.

SCOPE OF SERVICES AND PERFORMANCE STANDARDS

1. Enroll 52 youth in the Juvenile Drug Court Program.

   Performance standard: A client is officially enrolled when a completed enrollment record, documentation of two (2) weeks of participation, and requisite consent forms are submitted to the independent evaluator.

2. Conduct comprehensive assessments of program participants.

   Performance standard: Conduct comprehensive assessment/evaluation on all referred juveniles and their guardians to determine treatment plan. The assessments may also determine that the intervention is not appropriate.

3. Implement a case management component that begins at program intake and includes the development of an individual program plan with goals that address needs in the home, school, work, and community.

   Performance standards: Provide on-going case management as needed, including:

   - Link youth and families with services as needed. Provide interagency referrals as needed and support youth and family through the referral process to ensure that the connection is made. Program staff should document referrals, follow-up on referrals, and provide on-going feedback on the status of referrals.
   - Inform families about the juvenile justice system, including court processes and up-to-date contacts/phone numbers.
   - Document clients' participation and progress in all aspects of the program in case files and update case plans accordingly.
   - Conduct drug tests as needed.

4. Provide advocacy for clients with respect to their court order sanctions.

   Performance standard:

   - Program staff will attend court hearings with clients, report to the court on the youth's progress in the program, and document these activities in the youth's case file.

   - Weekly participation in meetings with the MJDC team consisting of representatives from the State Attorney's Office, the Public Defender's Office, Miami-Dade County Public Schools, Juvenile Probation Officers from the Department of Juvenile Justice, etc.

5. Place juvenile clients in aftercare services as appropriate.

   Performance standard: Assess and place juvenile clients in aftercare program upon completion of juvenile drug court mandates as needed. Follow-up to ensure youth is enrolled.

6. The program is fully staffed by qualified staff.

   - Performance standard: Staff meets the qualifications specified in this RFP. Staff vacancies are filled in 30 days or less by temporary or permanent staff.

7. Keep referring agents apprised of youths' progress in all aspects of the program.

   - Performance standard: Provide monthly feedback reports to referral sources on the youth's progress (or lack thereof) as documented in case files and updates related to referrals.

8. Program staff must fully cooperate with the independent evaluator.

   Performance standards: Provide completed enrollment forms on time, completed pre-tests and post-tests at appropriate times, and have the program and staff available for evaluator consultation, at mutually agreed upon times.

PARTICIPANT OUTCOMES AND INDICATORS

The following list does not constitute all data possibilities but rather provides a sample of the kinds of information that will be required when full cooperation with the independent evaluator occurs. The program is expected to collect and track individual participant data in collaboration with the independent evaluator. The expected outcomes identified below are consistent with the overall goal of this priority area and may be used along with other indicators to track program success. Applicants may assess additional outcomes and/or indicators.

EXPECTED PARTICIPANT OUTCOMES	INDICATOR
85% of youth enrolled in the program will complete requirements for successful closure.	# and % of youth who have completed the program; documented by youth and parent enrollment and case notes.
85% of youth will remain drug-free while in the program.	# and % of youth who test negative on random drug tests.
90% of youth who complete the program will improve (or maintain positive) school attendance and school conduct.	# and % of youth who improve (or maintain positive) school attendance on pre and post school reports # and % of youth who improve (or maintain positive) school conduct on pre and post school reports.
90% of the youth will not be re-arrested during program participation. 80% of the youth who complete the program will have fewer re-arrests after 6 months or more, than non-completers	# and % of youth who are not re--arrested while participating in the program. # and % of referred youth who are not re-arrested within 6 months or more of program completion.

OTHER REQUIREMENTS

Program Documentation

Monthly feedback on each client's progress in the program should be provided to the referring agency or more frequently as required. All activities must be documented in case files and supported by case notes, e.g. referrals to other agencies, school meetings, etc.

Evaluation

An independent evaluation will be conducted for all programs and will assess the extent to which program performance standards and participant outcomes are achieved. In addition, the independent evaluator will aid in the process of implementation and provide evaluation instruments, related training and technical assistance.

Contract Period

The contract period is for one year with renewal options for up to two years. Renewals are not automatic. Renewals will be based upon satisfactory performance and contract compliance determined through evaluation by the Independent Evaluator, Miami-Dade OMB, Miami-Dade Juvenile Services Department and the Department of Juvenile Justice. Renewal and or funding determinations will also be based on recommendations from Miami-Dade County's Youth Crime Task Force and Criminal Justice Council pursuant to assessments of community service needs.