



**REQUEST FOR GRANT APPLICATIONS (NO. 2020CENSUS)  
CENSUS 2020  
COMMUNITY-BASED ORGANIZATION FUNDING**

**ISSUING DEPARTMENT:**

**Miami-Dade County, Regulatory and Economic Resources  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 11th Floor  
Miami, Florida 33128**

**RFGA Contracting Officer: Jose Fernandez, Assistant Director (305) 372-6960. And  
[Jose.Fernandez6@miamidade.gov](mailto:Jose.Fernandez6@miamidade.gov) (E-mail)**

**PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW  
NO LATER THAN MONDAY, December 2, 2019 BY 4:00 P.M.  
AT THE  
CLERK OF THE BOARD OF COUNTY COMMISSIONERS  
STEPHEN P. CLARK CENTER  
111 NW 1<sup>st</sup> 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 RESPONSIBILITY 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). ANY CHANGES TO THIS RFGA THAT THE COUNTY DEEMS NECESSARY WILL BE ISSUED IN A WRITTEN ADDENDA POSTED ON THE REGULATORY AND ECONOMIC RESOURCES DEPARTMENT CENSUS WEBSITE (<https://www.miamidade.gov/2020Census/>) PRIOR TO THE PROPOSAL DUE DATE. IT IS THE PROPOSER'S SOLE RESPONSIBILITY TO OBTAIN COPIES OF ANY ISSUED ADDENDA.**

**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.**

**CENSUS 2020 COMMUNITY-BASED ORGANIZATION FUNDING REQUEST FOR  
GRANT APPLICATIONS NO. 2020CENSUS**

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# 2020 CENSUS COMMUNITY-BASED ORGANIZATION FUNDING REQUEST FOR GRANT APPLICATIONS (RFGA) NO. 2020CENSUS

## 1.0 **Project Overview and General Terms and Conditions**

Miami-Dade County ("County"), as represented by the Miami-Dade County Department of Regulatory and Economic Resources ("RER"), is accepting proposals from non-profit 501(c)(3) organizations for outreach efforts toward the 2020 Census for Miami-Dade County residents. The County anticipates awarding contracts with a Contract Period starting December 30, 2019 through July 31, 2020.

### 1.1 **Definitions**

The following words and expressions used in this Request for Grant Applications ("RFGA") shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Grantee" to mean the Proposer that receives any award of a contract from the County as a result of this RFGA.
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 RFGA.
4. The words "Scope of Services" to mean Section 3.0 of this RFGA, which details the work to be performed by the Grantee.
5. The word "RFGA" to mean this Request for Grant Applications document, and all associated addenda and attachments.
6. The word "Employee" to mean any person paid by the Grantee 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 Grantee.
7. The word "Subcontractor" or "Subgrantee" to mean any person, firm, entity, or organization, other than the employees of the Grantee, who contracts with the Grantee to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Grantee.
8. Project Period shall mean December 30, 2019 to July 31, 2020.
9. The word "Vendor" to mean any person, firm, entity, or organization other than subcontractors or employees paid by the Grantee to furnish labor including temporary employment, labor materials, supplies, products, and/or any other services directly in connection with the services to the County.
10. The words "Work," "Services," "Program," or "Project" to mean all matters and things that will be required to be done by the Grantee in accordance with the Scope of Services and the terms and conditions of this RFGA.
11. The word "Department" to mean the Department of Regulatory and Economic Resources (RER).

### 1.2 **General Proposal Information**

Note that this RFGA is for the distribution of grants, and is 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 RFGA process; or waive any irregularities in this RFGA or in the responses received as a result of this process. The County reserves the right to request and evaluate additional information from any Proposer 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 RFGA, prior to the proposal due date.

The Proposer acknowledges and agrees that the submittal of the Proposal is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the proposal will be available for public inspection after opening of proposals and may be considered by the County or a selection committee in public. **By submitting**

**a proposal pursuant to this RFGA, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this RFGA which the Proposer considers to be a trade secret, proprietary, or confidential. The County shall treat all information and documents submitted to the County to be public irrespective of whether or not the Proposer marks any part of its proposal to be confidential, proprietary, or a trade secret. By submitting its proposal, documents and information in response to this RFGA the Proposer is affirmatively waiving any claim that any parts of its proposal or information or documents submitted to the County is confidential and exempt from public records disclosure.**

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 RFGA, the Proposer must contact the Clerk of the Board at (305) 375-5126.

### **1.3 Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender, and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

### **1.4 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 RFPs or RFQ after advertisement and terminates at the time a written recommendation is issued. For the purpose of this RFGA, the Cone of Silence shall apply. The Cone of Silence prohibits any communication regarding RFPs or RFQs or this RFGA 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 RFGA 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;
- recorded contract negotiations and contract negotiation strategy sessions; 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 or RFGA 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 or RFGA 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 RFGA Contracting Officer, Jose Fernandez at Jose.Fernandez6@miamidade.gov, with a copy to the Clerk of the Board at [CLERKBCC@MIAMIDADE.GOV](mailto:CLERKBCC@MIAMIDADE.GOV).

### **1.5 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.

### **1.6 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 foreseeably will be heard or reviewed by the County Commission or a County board or committee.

### **1.7 Collusion**

A Proposer shall certify by completing and executing a Collusion Affidavit, attached hereto as Appendix G, that they are not related to any of the parties bidding in the competitive RFGA, 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.

### **1.8 Background**

#### **U.S. Census and It's Purpose**

The U.S. Census is a constitutionally mandated activity conducted every 10 years throughout the United States as required by Article 1, Section 2 of the U.S. Constitution. The decennial census provides data that is used to: determine where to build new schools, hospitals and businesses; how federal funding is distributed for, among other things, public transportation services and roads; planning health and education services for people with disabilities; and how congressional seats are apportioned. There is one opportunity every 10 years to ensure the community's financial needs are met to fund programs that impact local lives. The George Washington University Institute of Public Policy published the "Counting for Dollars Project" identifying federal financial assistance programs relying on decennial census data to guide the geographic distribution of federal funds. The Institute identified approximately \$675 billion in federal funds distributed annually, which is approximately \$6.8 trillion over a decade or census period. The utility of census data goes beyond federal matters as businesses use census data to decide where to build factories, offices and stores, which in turn, create jobs. Real estate developers use census data to make decisions on where to build new homes and revitalize old neighborhoods.

The Census Bureau has implemented new initiatives for the 2020 Census. For the first time, people will be able to respond online, by phone, or by mail. The Census Bureau has a robust cybersecurity program incorporating industry best practices and federal security standards for encrypting data. The Census Bureau's Internet Self Response operation was created in response to lessons learned via studies and reviews from the 2010 Census.

In March 2020, the public can begin responding to the 2020 Census online, by phone, or by mail. The Census Bureau's timeline for the 2020 Census is **planned** as follows:

- March 12-20: An invitation to respond online will be sent;
- March 16-24: A reminder letter will be sent; If you don't respond:
- March 26- April 3: A reminder postcard will be sent;
- April 1: Census Day
- April 8-16: A reminder letter and paper questionnaire; and
- April 20-27: A final reminder postcard will be sent before in person follow-up.

Applicants are advised to check the Census Bureau's website for the most updated timelines.

From June through July 2020, census takers will go door to door to count people who have not responded to the 2020 Census. By December 31, 2020, as required by law, the Census Bureau reports the population count and the apportionment of seats in the U.S. House of Representatives for each state to the President of the United States.

### **Miami-Dade County Census Task Force and Effort for Full Count**

On October 21, 2010, the U.S. Census Bureau announced the final mail participation rates for the 2010 Census for states, counties, cities, towns, and neighborhoods. Seventy-two percent of households in Miami-Dade County filled out and mailed back their 2010 Census questionnaire, exceeding the participation rate achieved in the 2000 Census by two percentage points. The County's final 2010 Census participation rate of 72 percent was only two percentage points below the 74 percent participation rate for Florida and the United States. Miami-Dade County's Regulatory and Economic Resources created maps with the undercounted areas in Miami-Dade County based on the County's response rate statistics from the 2010 Census. The map can be accessed via the following web address: <https://mdc.maps.arcgis.com/apps/MapSeries/index.html?appid=23aed48c2b1742efa9c06882919af6ec>

It is in the interest of Miami-Dade County and its residents to achieve a complete count of its population in the 2020 U.S. Census. Understanding the importance of this message is paramount to obtaining a complete count. If this opportunity is missed, Miami-Dade County will not receive an equitable share of federal funding and the next opportunity will not be available until 2030.

On January 23, 2019, the Board of County Commissioners approved Resolution No. R-72-19 (Resolution) creating the Miami-Dade County 2020 Census Task Force (Task Force). The Task Force was an advisory board consisting of 35 members led by Commissioner Esteban L. Bovo, Jr. and acted as the County's complete count committee (CCC) by harnessing the power of community organizations, governments, elected officials, businesses, media, etc. to reach every segment of the community. The Task Force held multiple public meetings throughout Miami-Dade County in order to maximize the level of participation from every area and to ensure each unique community participated by either presenting or asking questions. The Task Force focused on several topics and conducted detailed research to:

- Identify hard-to-count areas (areas with concentrations of hard-to-count populations that make counting them or enumeration of the area difficult); and
- Identify areas where special outreach and promotion efforts should be considered, such as areas with language barriers, high poverty levels, or where residents have been displaced due to natural disasters.

The Task Force identified certain groups of individuals that are more likely to be undercounted in the 2020 Census. Best practices were identified to address the undercount in several hard-to-reach populations. The Task Force acknowledges that time is of the essence and the need to reiterate the importance that every person living in Miami-Dade County be counted. The goal is to equip individuals and organizations with the information needed to inform their respective community on ways to promote participation in the 2020 Census. Educating community partners translates into an outreach plan tailored to the unique characteristics of their community as strategies that are successful in one community may not be as successful in another.

One of the many recommendations of The Task Force to achieve a complete count in Miami-Dade County was the allocation of \$500,000, which was recommended by the Mayor and approved by the Board of County Commissioners

in the FY2019-20 Adopted Budget, for outreach and educational efforts relating to the 2020 Census. Allocation of these funds are to be presented to the BCC by the Census Liaison, and all allocations must be approved by the BCC. Additionally, the County established a website that offers valuable tools and information for outreach. This includes a robust and comprehensive marketing campaign with co-branded printed materials, fact sheets, posters, door hangers, and palm cards. Task Force member organizations and interested stakeholders are encouraged to avail themselves of these resources. Please visit the County's census website for more a copy of the Task Force findings in the form of an "Action Plan" and more information: <https://www.miamidade.gov/2020Census/>

### **Important Message to the Community about the U.S. Census**

All responses to Census Bureau surveys and censuses are confidential and protected under Title 13 of the U.S. Code. The Census Bureau is required to keep respondent information confidential. Under Title 44, U.S. Code, individual records from the decennial censuses are confidential for 72 years. It is a felony for any Census Bureau employee to disclose any census information during or after employment. The penalty for disclosure is up to five years imprisonment and/or a fine of \$250,000. Census responses can only be used to produce statistics. Personal information, such as a social security number, bank account information or anything on behalf of a political party, will never be asked. Strict federal law protects your privacy and prohibits any law enforcement agency, including DHS, ICE, FBI and CIA, from accessing your personal information. In 1982, the U.S. Supreme Court confirmed that even addresses are confidential and cannot be disclosed through legal discovery or the Freedom of Information Act (FOIA). In 2010, the U.S. Justice Department determined the Patriot Act does not override the law that protects the confidential census information. Additionally, no court of law can subpoena census responses. Census responses are safe, secure and protected by federal law. For more information and the U.S. Census, please visit the website ([2020census.gov](https://2020census.gov)) that provides resources in multiple languages.

### **1.9 Projected Funding Levels**

The education and outreach priority areas are listed in **Section 3.0** of this RFGA. A planned total of \$300,000 will be awarded under this RFGA. The maximum award amount for any organization is \$25,000. **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.**

### **2.0 RFGA 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 RFGA 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 5.5 of this RFGA.** 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 RFGA submission deadline will render the proposal non-responsive.
- B. Multiple Applications: Proposer organizations may NOT submit multiple program requests for the same Education and Outreach Priority Area. Proposer organizations may also NOT submit identical program requests for different Education and Outreach Priority Areas. An agency that chooses to submit a program request for each education and outreach priority area must do so in a single application and provide a separate proposal narrative and budget for each.
- C. Funding Cap: The maximum amount of funding that any one organization can receive from this RFGA cannot exceed \$25,000 regardless of the number of program requests.
- D. Administrative Cost Cap and Allowable Services: County funds shall not be used to pay for indirect costs or administrative overhead not directly related to providing the services as outlined in the Scope of Services. Education, training, and outreach provided directly to residents, individual clients, families, caregivers, or at-risk populations will be considered direct services under this RFGA.

- E. Miami-Dade County Oversight: RER is responsible for the continued development and implementation of the 2020 Census CBO funding process, including contract oversight and administration and management of the Provider process.

### **3.0 Scope of Services**

Through this RFGA, the County is seeking to provide grants to community-based organizations to conduct outreach and to provide information about the 2020 Census to the following communities within Miami-Dade County that have been identified as groups of individuals that will likely be undercounted in the 2020 Census. Activities within the scope of services are to occur within the contract timeframes.

Funded activities may include but are not limited to employing the following general strategies identified by the 2020 Census Task Force and/or the Census Bureau to reach traditionally hard to count groups:

- Create and convey tailored messages to the target population on how the census directly affects them and their community.
- Educate the target population on how the census works, including the timeframe, filling out the form, the options for completing the form, and the follow-up process for non-respondents.
- Dispel myths about privacy and confidentiality by educating the target population on the security and legality imposed on the Census Bureau.
- Facilitate opportunities and access to technology and provide support for completing the census form.
- Use trusted voices and community partners in outreach plans.

The Census Bureau and 2020 Census Task Force have identified other activities and strategies to reach the hard to count groups being considered in this RFGA. The 2020 Census Task Force findings can be accessed online at Miami-Dade County's Census webpage (<https://www.miamidade.gov/2020Census/>) along with additional resources including branded collateral that can be used to re-create handouts, flyers, posters, etc. Using these resources will yield monetary savings to the Grantee by avoiding research and design costs. The Census Bureau also provides strategical resources and collateral on their website at <https://2020census.gov/>. Strategies from either or both resources can be incorporated as part of a census outreach plan.

Applicants are encouraged to demonstrate the specific methods (i.e. strategies, actions, timeframes, etc.) they will use to reach the education and outreach priority areas of:

- Children under 5 years of age
- Immigrant, Migrant Farm Workers, and Laborers
- Homeless
- Veterans (which includes a large homeless community)
- Elderly and Individuals in Assisted Living Facilities or Similar Facilities
- Persons with limited English proficiency
- College or University Students in Off-Campus Apartments
- Millennials
- LGBTQ Community
- Persons with Disabilities

Applicants will describe how they will engage, educate, and encourage their participation in the U.S. Census, as well as identify specific geographic locations. Activities may describe specific challenges to the target population and what specific actions they will take to address and rectify those challenges.

Priority will be given to applications that target the education and outreach priority areas of 1) children under 5 years of age and 2) immigrant, migrant farm workers, and laborers.

**4.0 Audit Requirements**

Proposers must submit, as directed in **Section 5.5** of this RFGA, a 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 2020 Census CBO Funding RFGA No. 2020CENSUS Anticipated Timeline**

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

<b>11/15/19</b>	<b>RFGA Released</b>
<b>12/2/19</b>	<b>Proposal Submission Deadline (4:00 p.m.)</b>
<b>12/3-12/6/19</b>	<b>Selection Committee Review</b>
<b>12/10/19</b>	<b>Funding Recommendations Placed on Board of County Commission Agendas</b>
<b>12/17/19</b>	<b>BCC Approval of RFGA No. 2020CENSUS Census Grant Awards</b>
<b>12/30/19</b>	<b>Anticipated Contract Period Begins</b>

**5.2 Designated Contact Person and Technical Assistance**

Under the Cone of Silence provisions described in **Section 1.4** of this RFGA, the written submission of questions will be the only opportunity to ask technical questions about this RFGA.

**5.3 Pre-Proposal Conferences**

There will be no pre-proposal conferences.

**5.4 Additional Information/Addenda**

Miami-Dade County does not intend to issue any additional information/addenda to this RFGA prior to the application due date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFGA.

**5.5 Proposal Deadline, Submission Instructions, Application Checklist, and Prescribed Order**

**Read this entire section carefully: Proposers must submit a complete proposal with the RFGA title, "RFGA No. 2020CENSUS, 2020 Census Community-Based Organization Funding," in a sealed envelope or container addressed to Jose Fernandez, Assistant Director, Miami-Dade County, Regulatory and Economic Resources (RER) using the label in Appendix D to:**

**RFGA Contracting Officer – Jose Fernandez  
Miami-Dade County Department of Regulatory and Economic Resources (RER)  
c/o Clerk of the Board  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, Suite 17-202  
Miami, FL 33128**

**Proposers must submit one (1) complete signed hardcopy original document and four (4) copies [five (5) proposals total] packaged as follows:**

**Part One: Grant Application Proposal** must include the completed forms listed below in the following order

- Cover Sheet, Checklist, and 2020 Census RFGA Certification Form (Appendix A – Page 1 and 2);
- A Proposal Narrative for each priority area, as applicable (Appendix B)
- A Budget Form for each priority area, as applicable (Appendix C).

**Part Two: Required Attachments** must include all Required Attachments in the following order:

- 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](http://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 (if no audit available)
- Affidavits and Requirements (Appendix E)
- Current Board of Directors List (Appendix F)
- Miami-Dade County Collusion Affidavit (Appendix G)

**Applications are due to the Clerk's Office on or before 4:00 p.m. on Monday, December 2, 2019.**

Applications may be mailed, sent by courier, express-mailed, or hand-delivered to the Clerk's Office. Applications cannot be faxed or e-mailed. Proposers are solely responsible for completing the RFGA 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.

**Pages in the original and the copy of the proposal should be single-sided 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. Please bind each of the five (5) copies separately as deemed necessary and practical.**

**Failure to timely submit proposal(s) with all necessary components, documentation and attachments may result in proposer's application failing to proceed to selection committee review.**

**5.6 Cure Period**

There will be no cure period for this RFGA. Material modifications or additions to the application received after the due date will not be considered. The County, may, however, in its sole discretion request additional information from proposers that it may consider in evaluating proposers' applications.

**5.7 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 RFGA.

**5.8 Pre-Selection Presentations**

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

## **5.9 RFGA Postponement or Cancellation**

Miami-Dade County may, at their sole and absolute discretion, reject any and all, or parts of any and all applications; re-advertise this RFGA; postpone or cancel this RFGA process; or waive any irregularities in this RFGA, or in the applications received as a result of this RFGA.

## **5.10 Costs Incurred by Proposers**

Any and all expenses involved in the preparation and submission of applications under this RFGA, 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 RFGA.

## **5.11 Changes/Updates of Proposer's Location or Contact Information**

It is the responsibility of the Proposer to notify the RFGA contracting officer of any changes in its contact information (i.e., telephone number, address, e-mail address).

## **5.12 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 RFGA.

## **5.13 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 RFGA process shall be held in compliance with Chapter 286 Florida Statutes, popularly known as the "Sunshine Law."

## **5.14 Miami-Dade County Affidavits and Contract Requirements**

For purposes of this RFGA, completion of Miami-Dade County Affidavits (Appendix E) is a condition of submitting a proposal and must be notarized where indicated. All organizations awarded funding under the RFGA 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.

## **Please note that it is not necessary to complete the vendor registration process prior to notification of award for the 2020 Census Community-Based Organization Funding – RFGA No. 2020CENSUS**

To request a copy of any ordinance, resolution and/or administrative order cited in the RFGA, the Proposer must contact the Clerk of the Board at (305) 375-5126.

## **5.15 No Right to Bid Protest Procedures**

The bid protest procedures set forth in Section 2-8.4 of the Code of Miami-Dade County, Florida and Miami-Dade County Implementing Order 3-21 do not apply to this RFGA process.

## **6.0 Selection Committee, Proposal Rating, Ranking and Funding**

### **6.1 Development of Evaluation/Selection Committee Rankings**

Evaluation/Selection Committee process: Following the preliminary screening, the merits of the reviewable applications will be evaluated by an Evaluation/Selection Committee comprised of approximately one (1) non-voting chair representing the issuing department and three (3) voting members. Evaluation/Selection Committee members will have the appropriate professional experience and/or knowledge to evaluate proposals and 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. 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.

Each reviewer in the committee will receive a copy of the RFGA, a set of RFGA applications, and the corresponding rating forms prior to the evaluation/selection committee meeting(s). Reviewers shall read and tentatively score each proposal individually prior to the evaluation/selection committee meeting. During the selection committee meeting, committee members will discuss each application as a group, at which time, each reviewer will disclose their individual scores for each section of the proposal as well as their overall score. Any major variations in scores among reviewers 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.

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. Each committee member shall sign their score sheet certifying their scores.

**6.2 Proposed Evaluation, Ranking and Rating**

Evaluation/Selection Committee members will evaluate and rank proposals within each priority area on the criteria listed below. Each program request will only compete with program requests in the same priority area. 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.

<b>Section</b>	<b>Maximum Points</b>
1. Mission	5
2. Purpose and Unmet Funding Needs	10
3. Scope of Work with Activities	30
4. Outcomes Measured	15
5. Target Audience and Geography	15
6. Expertise and Partners	20
7. Other Information	5
TOTAL	100

**1. MISSION (75 Word Maximum) – (5 Points)**

Proposal will state the organization's mission and how it correlates to this RFGA.

**2. PURPOSE & UNMET FUNDING NEEDS (75 Word Maximum) – (10 Points)**

Proposer will describe the proposed use of the funds and the amount requested in this proposal to reach the specific target population. Proposer will disclose any funding they have received towards 2020 Census outreach and education efforts in Miami-Dade County as well as any remaining unmet funding needs. In an effort to encourage and include the participation of as many organizations as possible in this education and outreach effort for a geographical area of Miami-Dade County, a consideration of received funding for these efforts and remaining unmet funding needs will be factored.

**3. SCOPE OF SERVICES WITH ACTIVITIES (500 Word Maximum) – (30 Points)**

Proposer will detail their plan for reaching the target audience with census messaging including providing a list of activities and a timeframe for each activity. Proposer will identify which best practices will support their plan. The scope of services in **Section 3.0** suggests a list of possible activities to target the specific audiences. Proposer will describe how they will educate the target audience on the importance of the census

and elaborate on how the proposed funding will support their plan. Proposers will submit their budget plan including in-kind contributions as instructed in appendix C. An audit report or its alternatives will be included as described in **Section 4.0**. Proposers will plan on using existing resources to maximize funding.

**4. OUTCOMES MEASURED (150 Word Maximum) – (15 Points)**

Proposer will describe what outcomes they will measure and how. This will include how their progress will be tracked and reported on.

**5. TARGET AUDIENCE AND GEOGRAPHY (150 Word Maximum) – (15 Points)**

Proposer will indicate which priority area they will target. Proposer will detail which neighborhoods/communities they intend to work with and who/how many they expect to reach. Specific geographic descriptions (i.e. census tracts, maps, or street boundaries) are to be included. Proposer will indicate which census-designated place in Miami-Dade County they will target. Priority will be given to applications that target the education and outreach priority areas of 1) children under 5 years of age and 2) immigrant, migrant farm workers, and laborers.

**6. EXPERTISE AND PARTNERS (300 Word Maximum) – (20 Points)**

Proposer will provide a biography of the staff member responsible for administering the proposal and its subsequent funds. Proposer will describe what unique experiences contribute to their likelihood of achieving the goals of their program. The Proposer will provide past experiences in working with the selected target population that speaks to how their efforts will increase census participation in the undercounted group. Proposer will list the key partners and describe how these partnerships will maximize impacts.

**7. OTHER INFORMATION (150 Word Maximum) - (5 Points)**

Proposer will provide supporting information about the project that was not previously stated that supports how their efforts will be successful.

**TOTAL POINTS:**

**100 points**

### **6.3 Oral Presentations**

There will be no oral presentations for further consideration.

### **6.4 Overall Ranking and Recommendations**

Following the evaluation, discussion, and ranking of the proposals, the Evaluation/Selection Committee will provide rankings and recommended grantees with corresponding funding award amounts to the Board of County Commissioner’s Census Liaison.

The Board of County Commissioner’s Census Liaison will then present recommendations on grantees and corresponding funding awards to the Board of County Commissioners. Upon the Board of County Commissioners’ approval of grantees and funding awards, a contract will be executed with a Contract Start Period of December 30, 2019 through July 31, 2020.

### **6.5 Additional Funding Considerations**

The Miami-Dade Board of County Commissioners reserve the right to consider certain factors that may affect funding considerations outside of the criteria set forth above in Section 6.2 that include but not are limited to:

- Each proposal’s satisfactory review by the Evaluation/Selection Committee
- The geographic distribution of services within that service category
- Past Performance

- Other discretionary factors determined by the Board of County Commissioners

Subject to these considerations, a proposal with a lower score may be recommended for funding instead of a proposal with a higher score if it is determined to be in the best interest of the County.

#### **6.6 Contract Award and Terms and Conditions**

Any contract, resulting from this Solicitation, will be rendered after the approval from the Board of County Commissioners. Selected Proposers will be notified in writing when an award recommendation is made. 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. The County's decision of whether to make the award and to which Proposer shall be final. The final dollar amount of any award made resultant to this RFGA will be determined by the Miami-Dade Board of County Commissioners. A copy of the draft contract and its terms and conditions is provided in Appendix H. Please note that it is not necessary 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.



## **Appendix A**

# **2020 Census Community-Based Organization Funding Request for Grant Applications (RFGA No. 2020CENSUS)**

## **Application Cover Sheet, Checklist, and Certification**



**APPLICATION FOR CENSUS GRANTS CBO FUNDING**  
**RFGA No. 2020CENSUS**

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

YES

NO

3) Have you attached:

- Cover Sheet, Checklist, and Certification
- A Proposal Narrative for each priority area, as applicable
- A Budget Form for each priority area, as applicable
- 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](http://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 (if no audit available)
- Current Board of Directors List
- Affidavits and Requirements
- Miami-Dade County Collusion Affidavit

YES

NO

I 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**

# **2020 Census Community-Based Organization Funding Request for Grant Applications (RFGA No. 2020CENSUS)**

## **Proposal Narrative**

**2020 Census Community-Based Organization Funding**  
**RFGA No. 2020CENSUS**  
**Proposal Narrative**

1. **MISSION (75 Word Maximum) 5 Points**  
Briefly state the organization's mission.
  
2. **PURPOSE & UNMET FUNDING NEEDS (75 Word Maximum) 10 Points**  
Describe in one sentence the proposed use of the funds to reach the specific target population. Disclose any other funding received towards 2020 Census outreach and education efforts in Miami-Dade County, including from whom, as well as any remaining unmet funding needs.
  
3. **SCOPE OF SERVICES WITH ACTIVITIES (500 Word Maximum) 30 Points**  
What is your plan for reaching your target audience with census messaging? How will you educate the target audience on the importance of the census and how will the funds support your plan? Please detail your plan by providing a list of activities and a timeframe for each activity. Refer to the scope of services in **Section 3.0** for possible activities to target the specific audiences. The budget plan including in-kind contributions in Appendix C is to be submitted with your proposal.
  
4. **OUTCOMES MEASURED (150 Word Maximum) 15 Points**  
What outcomes will you measure? How will this help you understand your progress and reported on such?
  
5. **TARGET AUDIENCE AND GEOGRAPHY (150 Word Maximum) 15 Points**  
Which neighborhoods/communities will you work with and who/how many do you expect to reach? Include specific geographic descriptions such as census tracts, maps, or street boundaries. Indicate which census-designated place(s) will be of focus. Indicate which of the following is your education and outreach priority area:
  - Children under 5 years of age
  - Immigrant, Migrant Farm Workers, and Laborers
  - Homeless
  - Veterans (which includes a large homeless community)
  - Elderly and Individuals in Assisted Living Facilities or Similar Facilities
  - Persons with limited English proficiency
  - College or University Students in Off-Campus Apartments
  - Millennials
  - LGBTQ Community
  - Persons with Disabilities

Priority will be given to applications that target the education and outreach priority areas of 1) children under 5 years of age and 2) immigrant, migrant farm workers, and laborers.

6. **EXPERTISE AND PARTNERS (300 Maximum) 20 Points**  
Provide a biography of the staff member responsible for administering the proposal and its subsequent funds. What unique experiences contribute to their likelihood of achieving the goals of their program? What other past experiences in working with the selected target population speaks to how their efforts will increase census participation in the undercounted group? List the key partners and describe how these partnerships will maximize impacts.

**7. OTHER INFORMATION (150 Word Maximum)**

**5 Points**

What supporting information can you share about this project that was not previously stated?

**TOTAL POINTS:**

**100 points**

*Include a "Proposal Narrative" for each target population. The budget forms are included in Appendix C.*



## **Appendix C**

# **2020 Census Community-Based Organization Funding Request for Grant Applications (RFGA No. 2020CENSUS)**

## **Budget Form**



## **Appendix D**

### **LABEL**

**2020 Census Community-Based Organization  
Funding Request for Grant Applications  
(RFGA No. 2020CENSUS)**

**DELIVER PROPOSAL TO  
RFGA Contracting Officer – Jose Fernandez  
MIAMI-DADE COUNTY  
DEPARTMENT OF REGULATORY AND ECONOMIC  
RESOURCES (RER)  
C/O CLERK OF THE BOARD  
111 NW 1<sup>st</sup> STREET, 17<sup>TH</sup> FLOOR, SUITE 17-202  
MIAMI, FLORIDA 33128**

**AGENCY/ORGANIZATION NAME:**



## **Appendix E**

### **2020 Census Community-Based Organization Funding Request for Grant Applications RFGA No. 2020CENSUS**

**MIAMI-DADE COUNTY**

**AFFIDAVITS and REQUIREMENTS**

**(Must be submitted with Original Proposal)**



## 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: \_\_\_\_\_



AFFIDAVIT

Applicant Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Pursuant to Miami-Dade County Implementing Order 3-15, 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.
(iv) and have no other pending applications for bankruptcy or legal liabilities or judgement
(v) have not been debarred from contracting with the County and are not on the Florida Convicted Vendor List and the Florida Suspended Vendor List.

Please list any matters that 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\_\_\_\_. He/She is personally known to me or has presented \_\_\_\_\_ as identification.

(Type of identification)

Notary Public, State of \_\_\_\_\_

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

Serial Number \_\_\_\_\_

Print or Stamp Name of Notary \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Notary Seal:





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:

Table with 4 columns: Name, Title, Employed By, Email Address. Multiple empty rows for data entry.

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not 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)



Solicitation No.		Solicitation Title:		
Legal Company Name (include d/b/a if applicable): <input style="width: 100%;" type="text"/>		Federal Tax Identification Number: <input style="width: 100%;" type="text"/>		
If Corporation - Date Incorporated/Organized: <input style="width: 100%;" type="text"/>		State Incorporated/Organized: <input style="width: 100%;" type="text"/>		
Company Operating Address: <input style="width: 100%;" type="text"/>		City <input style="width: 100%;" type="text"/>	State <input style="width: 50%;" type="text"/>	Zip Code <input style="width: 50%;" type="text"/>
Company Contact Person: <input style="width: 100%;" type="text"/>		Email Address: <input style="width: 100%;" type="text"/>		
Phone Number (include area code): <input style="width: 100%;" type="text"/>	Fax Number (include area code): <input style="width: 100%;" type="text"/>	Company's Internet Web Address: <input style="width: 100%;" type="text"/>		
<p>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.</p> <p><input type="checkbox"/> Place a check mark here only if Proposer has such conviction to disclose to comply with this requirement.</p>				
<p><b>LOCAL PREFERENCE CERTIFICATION:</b> For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that has a valid Local Business Tax Receipt, issued by Miami-Dade County; has a physical business address located within the limits of Miami-Dade County from which business is performed; and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer meets requirements for Local Preference. <b>Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.</b></p>				
<p><b>LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION:</b> A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer is a Local Certified Veteran Business Enterprise. <b>A copy of the certification must be submitted with this proposal.</b></p>				

**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





## **Appendix G**

**2020 Census Community-Based Organization  
Funding Request for Grant Applications  
RFGA No. 2020 Census**

**MIAMI-DADE COUNTY COLLUSION AFFIDAVIT**

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 \_\_\_\_\_  
who being duly sworn states: (insert name of affiant)

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 authorize 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 of on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposed 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 therefore who 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: \_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_, 20\_\_\_\_  
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)

Notary Public, State of \_\_\_\_\_

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

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration of Commission Date

Notary Seal:

## **Appendix H**

# **2020 Census Community-Based Organization Funding Request for Grant Applications (RFGA No. 2020CENSUS)**

## **Draft Agreement**

**MIAMI-DADE COUNTY**

**2020 CENSUS GRANT AGREEMENT**

This Agreement, made and entered into this [ ] day of [ ], 20[ ], with commencement date of [ ], by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Department of Regulatory and Economic Resources (hereinafter "Department" or "RER"), located at 111 NW 1<sup>st</sup> Street, 11<sup>th</sup> Floor, Miami, FL 33128, and [ ], a Florida Not For Profit Corporation, having offices at [ ] (hereinafter referred to as "Grantee") (hereinafter collectively referred to as "Parties"), states conditions and covenants for the rendering of services for the County referenced in the Scope of Services attached hereto as Attachment A (hereinafter referred to as "Scope of Services" or "Services").

**WHEREAS**, the Grantee provides or will develop services of value to the County relating to the 2020 Census and has demonstrated an ability or desire to provide these services; and

**WHEREAS**, the County is desirous of assisting the Grantee in the provision of those services and the Grantee is desirous of causing the provision such services; and

**WHEREAS**, on [ ] DATE [ ], the Miami-Dade Board of County Commissioners adopted Resolution [ ], which appropriated funds to the Grantee for the proposed services;

**NOW, THEREFORE**, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

**I. SCOPE OF SERVICES.**

The Grantee agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A, which includes PROGRAM DESCRIPTION [ ] .

The Grantee will implement the Scope of Services as described in Attachment A entitled [ ] Program in a manner deemed reasonably satisfactory to the County.

**II. BUDGET SUMMARY.**

The Grantee agrees that all expenditures or costs shall be made in accordance with the Budget incorporated herein and attached hereto as Attachment B and shall be submitted in accordance with Section XIV - Payment Procedures.

**County funds shall not be used to pay for indirect costs (administrative overhead) not directly related to providing the services as outline in the Scope of Services. Education, training, and outreach provided directly to residents, individual clients, families, caregivers, or at-risk populations will be considered direct services under this RFGA.**

III. **EFFECTIVE TERM.**

Both parties agree that the Effective Term of this Agreement shall be from December 30, 2019 through July 31, 2020, regardless of the date of execution.

IV. **AMOUNT PAYABLE.**

Subject to available funds and as may be appropriated by the Miami-Dade Board of County Commissioners, the amount payable for services rendered under this Agreement shall not exceed AMOUNT. Both parties expressly acknowledge availability of funding under this Agreement is at the County's sole discretion. Payment will be made according to Section XIV - Payment Procedures.

V. **INDEMNIFICATION AND HOLD HARMLESS.**

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's 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 Grantee or its employees, agents, servants, partners, principals, subcontractors, or volunteers. The Grantee 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 in the County's discretion, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Grantee 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.

VI. **INSURANCE.**

The Grantee shall furnish to RER Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Grantee as required by Florida Statutes, Chapter 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence. Coverage must include Advertising Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. 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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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:

a) 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 Risk Management Division.

or

b) 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.

All insurance certificates must list the County as “Certificate Holder” in the following manner:

**MIAMI-DADE COUNTY  
111 NW 1st STREET  
SUITE 2340  
MIAMI, FL 33128**

**VII. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING.**

A. Licensure. If the Grantee is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Grantee shall furnish a copy of all required current licenses or certificates to OBM-GC within sixty (60) days of execution of this Agreement. Examples of services or operations requiring such licensure or certification include but are not limited to child care, day care, nursing homes, and boarding homes.

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 sole discretion.

B. Background Screening. Grantee agrees to comply with all federal, state, and local laws, regulations, ordinances, and resolutions regarding any and all background screenings of its employees, volunteers, subcontractors, and independent contractors, including, but not limited to: Florida Statutes, Chapters 39, 393, 394, 397, 402, 408, 409, 413, 429, 430, 435, 775, 782, 787, 800, 826, 827, 943, 984, 985, 1012; Sections 26-37 through 26-39, 2-8.6.5, and 8A-281 through 8A-287 of the Code of Miami-Dade County; Titles 58, 59, 63 and 65 of the Florida Administrative Code.

Grantee’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.

**VIII. CONFLICT OF INTEREST.**

The Grantee 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, as may be amended, regarding director conflicts of interest, which are incorporated herein by reference as if fully set forth herein, in connection with Grantee's contract obligations hereunder.

**IX. CIVIL RIGHTS.**

The Grantee 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, gender identity, gender expression, status as a victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin, disability, or source of income; 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; Section 504 of 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. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; and, the Violence Against Woman Act, which offers protection against discrimination, amongst other things, gender identity or gender expression; 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 upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the Grantee must submit an affidavit attesting that it is not in violation of these Acts. If the Grantee or any owner, subsidiary, or other firm affiliated with or related to the Grantee, is found by the responsible enforcement agency, the Courts, or the County to be in violation of these Acts, the County may conduct no further business with the Grantee. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Grantee violates any of the Acts during the term of any contract the Grantee has with the County, such contract shall be voidable by the County, even if the Grantee was not in violation at the time it submitted its affidavit.

**X. NOTICES.**

It is understood and agreed between the Parties that written notice addressed to the Department and mailed or delivered to the address appearing on page one (1) of the Agreement and written notice addressed to the Grantee and mailed or delivered to the address appearing on page one (1) of this Agreement shall constitute sufficient notice to either party.

**XI. AUTONOMY.**

The Parties agree that this Agreement recognizes the autonomy of the contracting parties and stipulates and implies no affiliation between the contracting parties. It is expressly understood and intended that the Grantee is only a recipient of funding support and is not an agent, employee, servant or instrumentality of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Grantee's sole direction, supervision, and control. The Grantee shall exercise control over the means and manner in which it and its employees or volunteers perform the work, and in all respects the Grantee's relationship and the relationship of its employees or volunteers to the County shall be that of an independent Grantee and not as employees, servants, or agents of the County.

The Grantee does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

There shall be no third party beneficiaries. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party.

**XII. BREACH OF AGREEMENT: COUNTY REMEDIES.**

A. Breach. A breach by the Grantee shall have occurred under this Agreement if: (1) the Grantee fails to provide the services outlined in the Scope of Services (Attachment A) or to meet expected performance levels within the Effective Term of this Agreement; (2) the Grantee ineffectively or improperly uses the County funds allocated under this Agreement; (3) the Grantee 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 Grantee does not furnish proof of licensure/certification or proof of background screening required by this Agreement; (5) the Grantee 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 Grantee does not submit or submits incomplete or incorrect required reports; (7) the Grantee refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Grantee's Program; (8) the Grantee discriminates under any of the laws outlined in Section IX of this Agreement; (9) the Grantee falsifies or violates the provisions of the affidavits included in the Vendor Registration Package (Attachment C); (10) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (11) the Grantee fails to correct deficiencies found during a monitoring, evaluation or review within the specified time as communicated from RER; (12) the Grantee fails to issue prompt payments to small business sub-Grantees or follow dispute resolution procedures regarding a disputed payment; (13) the Grantee fails to submit the Certificate of Corporate Status, Board of Directors requirement or proof of tax status as set forth in Section XVI; (14) the Grantee fails to fulfill in a timely

and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. 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 Grantee 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 Grantee of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. 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 Grantee with County funds under this Agreement; (b) seek reimbursement of County funds allocated to the Grantee under this Agreement; (c) terminate or cancel any other contracts entered into between the County and Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

If expected performance levels under this Agreement are not met by Grantee, the County may also, in the County's sole discretion, recapture a proportionate amount of funding.

Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be disbarred from County contracting for up to five (5) years.

2. The County may suspend payment in whole or in part under this Agreement by providing written notice to the Grantee 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 Grantee 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 Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees. If the County suspends payment and the Grantee continues to provide services pursuant to this Agreement, the Grantee shall do so at its own risk and understands and agrees that Grantee may not be reimbursed or may not receive further payments under this Agreement.

3. The County may seek enforcement of this Agreement, including but not limited to filing an action with a court of appropriate jurisdiction. The Grantee shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees.

4. The County may debar the Grantee from future County contracting.
  5. Any other remedy available at law or equity.
- C. Authorization to Terminate Agreement. The County Mayor or County Mayor's designee is authorized to terminate this Agreement on behalf of the County.
- D. Damages Sustained. Notwithstanding the above, the Grantee 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 Grantee until such time as the exact amount of damages due the County is determined. Any payments withheld may be applied to offset any amounts due to the County as a result of such damage or any amounts owed to the County pursuant to any other County contract with the Grantee. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Grantee shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

**XIII. TERMINATION BY EITHER PARTY.**

Both parties agree that this Agreement may be terminated for convenience and without cause by either party hereto by written notice to the other party of such an intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor or County Mayor's designee is authorized to terminate this Agreement on the behalf of the County.

**XIV. PAYMENT PROCEDURES AND REPORTING.**

The County agrees to pay the Grantee for services rendered under this Agreement based on the budget, which is incorporated herein and attached hereto as Attachment B.

- A. Requests for Payment. The County agrees to pay or reimburse all budgeted costs incurred by the Grantee, which are allowable under County guidelines, in accordance with the Agreement. The County shall make no payments or disburse funds for services performed or costs incurred outside the Effective Term. All services undertaken by the Grantee before the Effective Term shall be at the Grantee's risk and expense. It is the ongoing responsibility of the Grantee to maintain sufficient financial resources to meet expenses incurred during the period between the provision of Services and payment by the County.

For grantees that are awarded \$10,000 or less, the County may, in its sole discretion, advance up to 25 percent of the awarded funds. For funds not advanced, and for all other grantees, costs will be paid on a reimbursement basis. Grantee shall submit an approved payment request form along with supporting documentation and invoices, no later than the 21st day of the month following the month for which reimbursement is requested. Failure to provide supporting documentation may cause future reimbursements to be withheld. Payment shall be made by the County Finance Department upon presentation of monthly

operating payment requests, approved by the Director/Designee of the Grantee's Agency and the Department.

- B. Final Request for Payment. A final request for payment from the Grantee will be accepted by the Department up to thirty (30) days after the expiration of this Agreement. If the Grantee fails to comply, all rights to payment shall be forfeited. Any unspent or uncommitted funds remaining for the Program 45 days after the Effective Term shall be returned to, or remain with, the County.
- C. Progress Reports/Recapture of Funds. The Grantee shall submit monthly progress reports on the achievement of its goals as outlined in the Scope of Services. The reports shall explain the Grantee's progress for that month. The data should be quantified when appropriate. Said reports are due by the 25th day of the month following the end of each month. The Department reserves the right to request additional interim reports identifying achievement of goals and expenditures relating to this Agreement.

In addition, a final progress report must be prepared by the Grantee and submitted to the Department no more than thirty (30) days after the expiration or termination of this Agreement. The final report shall confirm how the goals as outlined in the Scope of Service were achieved, including explanations for all significant deviations from expected outcomes/performance measures, and shall demonstrate how the funds have been used in accordance with the Budget by reporting actual expenditures with a comparison to the Budget as prescribed in Attachment B. If after receipt of such final progress report, the Department determines that the Grantee has been paid funds not in accordance with the Agreement, and to which it is not entitled, the Grantee shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining if the Grantee 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.

**XV. PROHIBITED USE OF FUNDS.**

- A. Adverse Actions of Proceeding. The Grantee 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 Grantee 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.
- B. Religious Purposes. County funds shall not be used for religious purposes.
- C. Commingling Funds. The Grantee shall not commingle funds provided under this Agreement with funds received from any other funding sources.

- D. Other. County funds paid pursuant to this Agreement shall not be used for expenses of or related to: expenses of a personal nature, political and sectarian activities, lobbying, legal fees, financial investment services, investments, financing costs, bank fees, debt, mortgages, loans, lines of credit, credit cards, interest payments, late fees or other penalties, regulatory fines or penalties, tax fees, penalties, or liens, or for activities prohibited by federal, state or local law, or for any expense(s) not allowable pursuant to the Provider's program budget(s) and corresponding budget justification(s) in Attachment B to this contract and pursuant to the Scope of Services (Attachment A), as determined in the sole discretion of the County.

**XVI. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.**

- A. Certificate of Corporate Status. The Grantee must submit to the Department prior to execution of this Agreement, a certificate of status in the name of the Grantee, which certifies the following: that the Grantee is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Grantee's most recent annual report has been filed; that its status is active; and that the Grantee has not filed an Article of Dissolution.
- B. Board of Director Requirements. The Grantee shall ensure that the Board of Directors is apprised of the fiscal, administrative, and agreement obligations of the Project funded through the Department by passage of a formal resolution authorizing execution of the Agreement with the County. A copy of the resolution must be forwarded to the County prior to execution of this Agreement.
- C. Proof of Tax Status. The Grantee is required to submit to the County the following documentation: (a) The I.R.S. tax exempt status determination letter or IRS 501(c)(6) status determination letter; (b) the most recent I.R.S. form 990; (c) the annual submission of I.R.S. form 990 within (6) months after the Grantee's fiscal year end; (d) IRS 941 – Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the 941 reflects a tax liability, proof of payment must be submitted within sixty (60) days after the quarter ends.
- D. Accounting Records. The Grantee shall keep accounting records which conform with generally accepted accounting principles in the United States, and identify the County funds and the related expenditures, and income. Notwithstanding Section XVIII G., all such records will be retained by the Grantee 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 Grantee's checks shall be signed by two authorized check signors.
- E. Financial Audit. The County may require the Grantee to have an annual certified public accountant's opinion and related financial statements, the Grantee agrees to provide these documents to the Department no later than one hundred eighty (180) calendar days following the end of the Grantee's fiscal year, for each year

during which this Agreement remains in force or until all funds earned from this Agreement have been so audited, whichever is later. The costs of any audit required pursuant to this paragraph shall be borne by the Grantee.

- F. Access to Records: Audit. The County reserves the right to require the Grantee to submit to an audit by an auditor of the County's choosing or approval, and to review any independent audit performed on the Grantee for reasons of compliance with funding requirements of any other governmental agency or financial institution. The Grantee shall provide the County access to all of its records which relate to this Agreement at its place of business during regular business hours and upon request by the County. The Grantee 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. The costs of any audit required pursuant to this paragraph shall be borne by the Grantee.
- G. Audits and Internal Reviews by RER, Audit and Management Services, Miami-Dade County Inspector General and the Commission Auditor. The Grantee 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 Grantee may also be subject to an internal review, random or otherwise, by the RER.

**Office of the Inspector General.** The attention of the Grantee is hereby directed to the requirements of Section 2-1076 of the County Code 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 Grantee from IG, the Grantee 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  $\frac{1}{4}$  of one (1) percent 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 Provider of its Code of Business Ethics, pursuant to Section 2-8.1 of the County Code.

The provisions in this section shall apply to the Grantee, its subcontractors, and their respective officers, agents, and employees. The Grantee shall incorporate the provisions in this section in all contracts and all other agreements executed by its subcontractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Grantee, its subcontractors, or third parties for such monitoring or investigation or 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 Grantee, its contractors, or third parties.

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 Grantee or third parties.

- H. Monitoring: Management Evaluation and Performance Review. This section shall pertain only to Grantees whose funding allocation under this Agreement is \$10,000 or more or whose funding allocation becomes \$10,000 or more during the term of this Agreement.

The Grantee agrees to permit County personnel to monitor, review and evaluate the program which is the subject of this Agreement. The Department may monitor both fiscal and programmatic compliance with all the terms and conditions of the Agreement. The Grantee shall permit the Department to conduct unannounced site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the Department's findings will be delivered to the Grantee and the Grantee will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time and to the County's satisfaction, the County may suspend payments or terminate this Agreement. The Department may conduct one or more formal management evaluation and performance reviews of the Grantee. This Agreement will not be considered for appropriation of future funding unless the Department concludes that the Grantee has satisfactorily performed the provisions of this Agreement.

**XVII. SUBGRANTEES and ASSIGNMENTS.**

- A. Subcontracts. The parties agree that no assignment will be made in connection with this Agreement without the prior written approval of the County Mayor or County Mayor's designee, whose consent will not be unreasonably withheld or denied, and that all subcontractors shall be governed by the terms and conditions of this Agreement
- B. If the Grantee utilizes subGrantees in the performance of this Agreement, the Grantee shall file monthly reports indicating: the amount of money received from the County under this Agreement and the amount thereof that has been paid directly to Black, Hispanic and women-owned businesses performing as subGrantees under the Agreement; and the amount of money received from non-County sources and the amount thereof that has been paid directly to Black, Hispanic and Women-owned businesses performing as subGrantees.
- D. The Grantee shall issue prompt payments to subGrantees that are small businesses (annual gross sales of \$750,000 with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Failure to issue prompt payments to small business subGrantees or adhere to dispute resolution procedures may be grounds for suspension or termination of this Agreement or disbarment.

**XVIII. MISCELLANEOUS.**

- A. Publicity. It is understood and agreed between the parties hereto that this Grantee is funded by Miami-Dade County. Further, by the acceptance of these funds, the Grantee agrees that events funded by this Agreement shall recognize the County as a funding source. The Grantee shall ensure that all publicity, public relations, advertisements and signs recognize the County for the support of all contracted activities, where possible. 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 stationeries. The use of the official County logo is permissible. The Grantee shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is its funding source.
- B. Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for any lawsuit relating to or resulting from this Agreement shall be Miami-Dade County, Florida.

Neither the Grantee, subGrantee, nor any other person, corporation, or entity liable for the responsibilities, obligations, services and representations herein, nor any assignee, successor, heir or personal representative of the Grantee, subGrantee or any such other person or entity shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based upon or arising out of this

Contract, or the dealings or the relationship between or among such persons or entities, or any of them. Neither Grantee, subGrantee, or any such person or entity will seek to consolidate any such action in which a jury trial has been waived. The provisions of this paragraph have been fully discussed by the parties hereto, and the provisions hereof shall be subject to no exceptions. No party has in any way agreed with or represented to any other party that the provisions of this paragraph will not be fully enforced in all instances.

- C. Modifications and Change Orders. Any amendments, alterations, variations, modifications, extensions or waivers of provisions of this Agreement, including but not limited to the Scope of Services, 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.

Only the County Mayor or the County Mayor's designee is authorized to make amendments, alterations, variations, modifications, extensions or waivers of provisions of this Agreement on behalf of the County. However, the Board of County Commissioners must approve any increase in the total amount payable under this Agreement.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed change orders.

- D. Applicable laws or ordinances. The Grantee agrees to abide by and comply with any and all applicable Federal, State, and local laws, rules, regulations, ordinances, resolutions, and rules which may pertain to this Agreement, whether or not such laws, rules, regulations, ordinances, resolutions, or rules are expressly mentioned in this Agreement.

- E. 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 neutral as the context requires.

- F. Sovereign Immunity. Nothing in this Agreement shall be considered a waiver of sovereign immunity.

- G. Public Records. Pursuant to Section 119.0701 of the Florida Statutes, if the Grantee meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Grantee shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- (2) Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow

the public with access to the public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the Provider does not transfer the records to the County; and
- (4) Upon completion of the Contract, transfer, at no cost, to the County all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Provider, or keep and maintain such public records. If Grantee transfers all public records to the County upon completion of the Contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains the public records upon completion of the Contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, 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.

Grantee'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 Grantee 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.

**IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Miami-Dade County  
Department of Regulatory and Economic Resources  
111 NW 1 Street, 11<sup>th</sup> Floor  
Miami, Florida 33128  
Attention: Tere Florin  
Email: [RERPublicRecords@miamidade.gov](mailto:RERPublicRecords@miamidade.gov)**

- H. 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.
- I. Survival. The parties acknowledge that any of the obligations in this Agreement, including but not limited to Grantee's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Grantee under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.
- J. Totality of Agreement / Severability of Provisions. This  page Agreement with its 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 (Proposal Narrative)

Attachment B: Budget

Attachment C: Miami-Dade County Affidavits and Vendor Registration Package

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.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**





## **Appendix C**

# **2020 CENSUS COMMUNITY-BASED ORGANIZATION (CBO) FUNDING REQUEST FOR GRANT APPLICATIONS No. 2020CENSUS**

## **REQUIRED AFFIDAVITS and VENDOR REGISTRATION PACKAGE**



# VENDOR REGISTRATION PACKAGE

(Business Entity Registration Application)

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

111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128-1974  
Telephone: 305-375-5773

[www.miamidade.gov/procurement](http://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](http://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: _____
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**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: _____
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**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: \_\_\_\_\_

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## 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: \_\_\_\_\_

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# VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

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

111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128-1974  
Telephone: 305-375-5773

[www.miamidade.gov/procurement](http://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 \_\_\_\_\_

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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

#### CHECK BOXES BELOW

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	GENDER		RACE / ETHNICITY							
				M	F	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

**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	
		<i>Males</i>	<i>Females</i>
	<b>White</b>		
	<b>Black</b>		
	<b>Hispanic</b>		
	<b>Asian/Pacific Islander</b>		
	<b>Native American/Alaskan Native</b>		
	<b>Other</b>		
<b>Total Number of Employees</b>			
		<b>Total Employees</b>	

**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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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

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**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)



# VENDOR COMMODITY CODE SELECTION CHECKLIST

**Internal Services Department,  
Procurement Management Services Division  
Vendor Services Section**

111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128-1974  
Telephone: 305-375-5773

[www.miamidade.gov/procurement](http://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 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128-1974  
Telephone: 305-375-5773  
[www.miamidade.gov/procurement](http://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](http://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](http://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](mailto: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](http://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](http://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](http://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](http://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.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you 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

### Line 1

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

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

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

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

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

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

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

### Line 2

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

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.**

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

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.**

You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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*, earlier.

\*Note: The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and 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. October 2018)

## Request for Taxpayer Identification Number and Certification

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

### Future Developments

For the latest developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [IRS.gov/FormW9](https://www.irs.gov/FormW9).

### What's New

**Backup withholding rate.** The backup withholding rate is 24% for reportable payments.

### Reminders

**FATCA and backup withholding exemptions.** FATCA requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Form W-9 has an *Exemptions* box on the front of the form that includes entry for the *Exempt payee code (if any)* and *Exemption from FATCA Reporting Code (if any)*. The references for the appropriate codes are in the *Exemptions* section of Form W-9, and in the *Payees Exempt From Backup Withholding* and *Payees and Account Holders Exempt From FATCA Reporting* sections of these instructions.

The *Certification* section in Part II of Form W-9 includes certification relating to FATCA reporting.

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

**TIN matching e-services.** The IRS website offers TIN Matching e-services for certain payers to validate name and TIN combinations. See [Taxpayer Identification Number \(TIN\) Matching](https://www.irs.gov/individuals/international/tin-matching), later.

### 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 a presumption of foreign status. For federal tax 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 a presumption 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.

A participating foreign financial institution (PFFI) should request Form W-9 from an account holder that is a U.S. person. If an account is jointly held, the PFFI should request a Form W-9 from each holder that is a U.S. person.

Advise foreign persons to use the appropriate Form W-8 or Form 8233, Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities, for more information and a list of the W-8 forms.

### 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.



*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 [IRS.gov/pub/irs-irbs/irb98-15.pdf](https://www.irs.gov/pub/irs-irbs/irb98-15.pdf).
- Announcement 2001-91, which is on page 221 of Internal Revenue Bulletin 2001-36 at [IRS.gov/pub/irs-irbs/irb01-36.pdf](https://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 federal 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.

**Note.** ITINs that haven't been included on a U.S. federal tax return at least once in the last 3 consecutive tax years will expire. Expired ITINs must be renewed in order to avoid delays in processing the ITIN holder's tax return. If the IRS deactivates the ITIN because it has expired, the ITIN may still be used on Form W-9. However, the ITIN holder will have to apply to renew the deactivated ITIN if there is a need to file a tax return. For more information, see the Instructions for Form W-7.

## 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,
3. The payee is a U.S. person, and
4. The FATCA code entered on this form (if any) indicating that the payee is exempt from FATCA reporting is correct.

You may provide certification instructions on a substitute Form W-9 in a manner similar to the official form. If you are not collecting a FATCA exemption code by omitting that field from the substitute Form W-9 (see [Payees and Account Holders Exempt From FATCA Reporting](#), later), you may notify the payee that item 4 does not apply.

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 [IRS.gov/pub/irs-irbs/irb96-08.pdf](https://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 also may 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

The following payees are exempt from backup withholding with respect to the payments below, and should enter the corresponding exempt payee code on Form W-9. You may rely on the payee's claim of exemption unless you have actual knowledge that the exempt payee code and/or classification selected are not valid, or if they are inconsistent with each other.

In that case, you may rely on the Form W-9 for purposes of obtaining the payee's TIN, but you must treat the payee as non-exempt. If the payee failed to enter an exempt payee code, but the classification selected indicates that the payee is exempt, you may accept the classification and treat the payee as exempt unless you have actual knowledge that the classification is not valid.

If the payee is not exempt, you are required to backup withhold on reportable payments if the payee does not provide a TIN in the manner required or does not sign the certification, if required.

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions, agencies, or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities;
5. A corporation;
6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession;
7. A futures commission merchant registered with the Commodity Futures Trading Commission;
8. A real estate investment trust;
9. An entity registered at all times during the tax year under the Investment Company Act of 1940;
10. A common trust fund operated by a bank under section 584(a);
11. A financial institution;
12. A middleman known in the investment community as a nominee or custodian; or
13. 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 payees listed in 1 through 13 above.

**Interest and dividend payments.** All listed payees are exempt except the payee in item 7.

**Broker transactions.** All payees listed in items 1 through 4 and 6 through 11 are exempt. Also, C corporations are exempt. A person registered under the Investment Advisers Act of 1940 who regularly acts as a broker also is exempt.

**Barter exchange transactions and patronage dividends.** Only payees listed in items 1 through 4 are exempt.

**Payments reportable under sections 6041 and 6041A.** Payees listed in items 1 through 5 generally are exempt.

However, the following payments made to a corporation and reportable on Form 1099-MISC, Miscellaneous Income, are not exempt from backup withholding.

- Medical and health care payments.
- Attorneys' fees (also gross proceeds paid to an attorney, reportable under section 6045(f)).
- Payments for services paid by a federal executive agency. (See Rev. Rul. 2003-66, which is on page 1115 of Internal Revenue Bulletin 2003-26 at [IRS.gov/pub/irs-irbs/irb03-26.pdf](https://www.irs.gov/pub/irs-irbs/irb03-26.pdf).)

**Payments made in settlement of payment card or third party network transactions.** Only payees listed in items 1 through 4 are exempt.

## 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, 6050N, and 6050W and their regulations. The following payments generally are 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.

## Payees and Account Holders Exempt From FATCA Reporting

Reporting under chapter 4 (FATCA) with respect to U.S. persons generally applies only to foreign financial institutions (FFI) (including a branch of a U.S. financial institution that is treated as an FFI under an applicable intergovernmental agreement (IGA)). Thus, for example, a U.S. financial institution maintaining an account in the United States does not need to collect an exemption code for FATCA reporting. If you are providing a Form W-9, you may pre-populate the FATCA exemption code with "Not Applicable," "N/A," or a similar indication that an exemption from FATCA reporting does not apply. Any payee that provides such a form, however, cannot be treated as exempt from FATCA reporting. For details on the FATCA reporting requirements, including specific information regarding which financial institutions are required to report, see sections 1471 to 1474 and related regulations. See Regulations section 1.1471-3(d)(2) for when an FFI may rely on documentary

evidence to treat a U.S. person as other than a specified U.S. person and see Regulations section 1.1471-3(f)(3) for when an FFI may presume a U.S. person as other than a specified U.S. person.

If you receive a Form W-9 with a FATCA exemption code and you know or have reason to know the person is a specified U.S. person, you may not rely on the Form W-9 to treat the person as exempt from FATCA reporting. However, you may still rely on an otherwise completed Form W-9 to treat a person as a specified U.S. person. An exemption from FATCA reporting (or lack thereof) does not affect backup withholding as described earlier in these instructions. The following are not specified U.S. persons and are thus exempt from FATCA reporting.

- A. An organization exempt from tax under section 501(a), or any individual retirement plan as defined in section 7701(a)(37);
- B. The United States or any of its agencies or instrumentalities;
- C. A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions, agencies, or instrumentalities;
- D. A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations 1.1472-1(c)(1)(i);
- E. A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations 1.1472-1(c)(1)(i);
- F. A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State;
- G. A real estate investment trust;
- H. A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940;
- I. A common trust fund as defined in section 584(a);
- J. A bank as defined in section 581;
- K. A broker;
- L. A trust exempt from tax under section 664 or described in section 4947; or
- M. A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

## 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-8BEN-E, 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 the payee has marked their address “NEW”, you should update your records. 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. Forms W-9 showing an ITIN must have the name exactly as shown on line 1a of the Form W-7 application. If you are a PFFI reporting a U.S. account on Form 8966, FATCA Report, and the account is jointly held by U.S. persons, file a separate Form 8966 for each holder.



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*, next.) If you receive a backup withholding notice, 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. If you receive a penalty notice, you also may have to send a solicitation to the payee. See Pub. 1586, Reasonable Cause Regulations and Requirements for Missing and Incorrect Name/TINs.

## 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.