



# City of Miami Gardens

*Oliver Gilbert*  
Mayor

*Rodney Harris*  
Vice Mayor

*Erhabor Ighodaro, Ph.D.*  
Council Member

*Reggie Leon*  
Council Member

*Lillie Q. Odom*  
Council Member

*David Williams, Jr.*  
Council Member

*Katrina Wilson*  
Council Member

*Cameron D. Benson*  
City Manager

*Mario Bataille, CMC*  
City Clerk

*Sonja K. Dickens*  
City Attorney

## ATTENTION

Dear Vendor:

I thank you for your interest in doing business with the City of Miami Gardens. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation of failure to comply with instructions may result in rejection of your submittal. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to vendors registered at the time the original solicitation was created. In addition, all addenda are posted on <https://www.bidsync.com/>.

Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.miamigardens-fl.gov/221/Procurement-Services> and BidSync at <https://www.bidsync.com/> for any changing information prior to their reply.

It is the intent of the Office of Procurement Management to provide quality services. If you have any questions, please visit our website or contact the agent of concern.

The staff of the City of Miami Gardens' Office of Procurement Management strives to provide service "while purchasing the best for less with the highest level of integrity."

I thank you in advance for your interest in the City of Miami Gardens.

Sincerely,

Cameron D. Benson  
City Manager



# City of Miami Gardens

---

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

## TABLE OF CONTENTS

DOCUMENT CHECKLIST: .....	1
1.0 Purpose .....	2
2.0 Submittal Instructions.....	2
3.0 Notice of Cone of Silence.....	3
4.0 RFP Schedule .....	3
5.0 Pre-Proposal Meeting/Site Visit.....	3
6.0 Submission of Proposal .....	4
7.0 Conditions of Proposals.....	5
8.0 Vendor Protest .....	5
9.0 Responsive Criteria .....	6
10.0 Responsibility Criteria.....	6
11.0 Non-Responsive Proposals.....	6
12.0 Evaluation Process.....	7
13.0 Method of Award .....	8
14.0 Contract Term .....	8
15.0 Negotiation and Award.....	8
16.0 Default/Failure to Perform .....	8
17.0 Cancellation.....	9
18.0 Non-Appropriation of Funds .....	10
19.0 Price Validity .....	10
20.0 Sub Proposers .....	10
21.0 Proposal Disclosure .....	11
22.0 Compliance with Florida Public Records Law.....	11
23.0 Public Records and Exemptions.....	12
24.0 Copyrighted Materials .....	12
25.0 Public Entity Crimes.....	12
26.0 Non-Collusion .....	13



# City of Miami Gardens

---

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

27.0	Prohibition of Interest.....	13
28.0	Indemnification.....	13
29.0	Applicable Law and Venue .....	14
30.0	Right to audit .....	14
31.0	Anti-Discrimination.....	14
32.0	Equal Employment Opportunity, and Americans with Disabilities Act .....	14
33.0	Unlawful Harassment.....	14
34.0	Taxes.....	15
35.0	Purchasing Card Program.....	15
36.0	Local Preference .....	15
37.0	Preference Monetary Contributions to Local Schools.....	15
38.0	Minority Business .....	16
39.0	Southeast Florida Governmental Co-Operative Purchasing Group .....	16
40.0	Local, State, And Federal Compliance Requirements.....	16
41.0	Scrutinized Companies Pursuant To Section 287.135 And 215.473.....	17
42.0	Evaluation Criteria.....	19
43.0	Evaluation Criteria/Total Price Points Formula.....	19
44.0	Litigation History .....	19
45.0	Financial Information .....	20
46.0	Authority to Conduct Business in Florida .....	20
47.0	Insurance Requirements .....	21
48.0	Proposal Format Requirements .....	24
	Exhibit I Detailed Scope of Work and Project Specifications .....	29
	Proposal Price Sheet .....	36





# City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

## **DOCUMENT CHECKLIST:**

The following items may be required to determine Proposal responsiveness. Please ensure that all Applicable items are completed and submitted with your Proposal. Failure to meet the applicable requirements may render your Proposal non-responsive. Additional information for these items can be found throughout this Proposal document.

### **A. Proposal/Addendum**

- The Request for Proposal must be signed in blue ink.
- If a MUST Addendum is required, it must be acknowledged and returned with your Proposal
- If a revised Proposal Price sheet is required, it must be returned with the Addendum.

### **Additional Items:**

### **B. Supplements/Attachments and made a condition of this Proposal:**

- Proposer Certification Form signed by authorized representative
- Number of Required Copies of Proposal Submittal
- Copy of appropriate License and Permits including Business Tax License
- CMG BREP Forms
- Drug Free Work Place Form
- MBE Affidavit
- Florida Certificate of Good Standing
- Financials
- Fully Complete References Forms
- RFP Proposal Price Sheet
- Proof of ability to obtain insurance
- W-9 Form



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

### **REQUEST FOR PROPOSAL (RFP) NO. 18-19-016 CITY OF MIAMI GARDENS BRANDING AND ADVERTISING OF SUPER BOWL 2020**

#### **1.0 Purpose**

The City of Miami Gardens is seeking proposals from professional firms to provide services related to community branding and advertising to showcase the positive attributes as the host City of Super Bowl 2020 game. This is a request for proposal for such consulting services to execute and create a successful imaging and branding campaign. Proposer should be able to develop a comprehensive community branding and marketing campaign, whereas the goal is to enhance the image of the community as a great destination and community. The brand should represent the varied economic sectors of the City and be used for residential, business and visitors recruitment. Recommendations for the brand rollout and implementation should include interactive and social media marketing as well as traditional marketing, micro-site development, media and promotions; and recommendations for results tracking/measurement. *The City also encourages participation from Minority Business Enterprises.*

#### **2.0 Submittal Instructions**

The Office of Procurement Management must receive submittals no later than **2:00PM EDT, July 29, 2019** for **RFP No. 18-19-016 City of Miami Gardens Branding and Advertising of Super Bowl 2020**. Solicitations received after the due date will not be considered. Copies of proposal documents may be obtained by contacting BidSync at [www.BidSync.com](http://www.BidSync.com) or by calling toll free 1-800-990-9339 and requesting Document No. 18-19-016 or may be found on the City's web site at [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov). Vendors who obtain specifications and plans from other sources other than BidSync.com are cautioned that the Proposal package may be incomplete. All addenda, tabulation, evaluation meeting notices and recommendation of award will be posted and disseminated by BidSync.

**Deadline for submittal of questions regarding this solicitation shall be submitted in writing to Bidsync.com no later than July 22, 2019 at 5:00 PM EDT.** Responses to those questions will be answered directly in BidSync. Questions considered material to the solicitation will be made available as an addenda in BidSync.com. It is the responsibility of prospective Proposers to ensure they are aware of all addenda issued to this solicitation.

Submit One (1) original complete bound hardcopy, five (5) duplicate bound copies and one (1) CD/DVD or flash drive in **.pdf format** of the Complete Proposal. Please clearly mark **IMPORTANT PROPOSAL ENCLOSED – RFP#18-19-016 CITY OF MIAMI GARDENS BRANDING AND ADVERTISING OF SUPER BOWL 2020**.



# City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

Send requested materials to:

**City of Miami Gardens, City Hall  
Office of Procurement Management  
Attention: Erlyne Marin  
18605 NW 27th Avenue  
Miami Gardens, FL 33056**

RFP responses will be publicly recorded and firm names read aloud in the City Hall 1st Floor Commission Chambers or Community Room on the due date/time noted above.

### **3.0 Notice of Cone of Silence**

Please be advised that Pursuant to City Ordinance 2008-03-139 “Cone of Silence”, public notice is hereby given that a Cone of Silence is imposed concerning this City’s competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the City Council or City Manager deliberates on the making of an award concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence

### **4.0 RFP Schedule**

The City will use the following date and time schedule for the RFP process. The City reserves the right to change and or delay scheduled dates. Any changes to the schedule will be issued by addendum.

#### **Solicitation Schedule Dates**

RFP Available	June 24, 2019
Pre-Proposal Meeting	July 11, 2019
Last Date to Submit Questions (by 5:00 PM EDT)	July 22, 2019
Proposals Due (2:00PM EDT)	July 29, 2019
Evaluation Committee Review Meeting	August 2019
Oral Interviews (if applicable)	August 2019
City Council Approval	August 2019

### **5.0 Pre-Proposal Meeting**

A non-mandatory Pre-Proposal meeting will be held **July 11, 2019 at 9:00 a.m.** at the City of Miami Gardens City Hall, 18605 NW 27th Avenue, Miami Gardens, Florida, in the Community Room. At that time, general requirements of the project will be discussed along with questions regarding preparation and submission of proposals and general contractual requirements and any



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

additional questions raised by proposers. Proposers will be invited to ask questions. Oral answers to questions during the Pre-Proposal meeting will not be authoritative. Questions, if any, will be answered and when appropriate, issued as an addendum. It should be emphasized, however, that nothing stated or discussed during the course of the Pre-Proposal meeting shall be considered to modify, alter or change the requirements of the Proposal Documents, unless it shall be subsequently incorporated into an addendum to the RFP.

Proposers are required to be familiar with any conditions which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The proposer is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract. Submission of a proposal will be construed that the proposer is acquainted sufficiently with the work to be performed.

### **6.0 Submission of Proposal**

**Incurred Expenses:** The City is not responsible for any expenses which proposers may incur preparing and submitting proposals called for in the Request for Proposals.

**Interviews/Presentations:** The City reserves the right to conduct personal interviews or required presentations on all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

**Proposal Acknowledgement:** By submitting a proposal, the proposer certifies that the proposer has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

**Request for Additional Information:** The proposer shall furnish such additional information as the City of Miami Gardens may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Miami Gardens Police Department.

**Acceptance/Rejection/Waiver of Irregularities:** The City reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure in its sole judgement, with or without cause. The City may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

**Modification to Proposals:** Proposers wishing to submit a modified or revised proposal may do so by resubmitting required documents prior to the Proposal due date and time. All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

**Proposal Withdrawal:** Proposers may withdraw their proposals by notifying the City in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the City and will not be returned to the Proposers.

### **7.0 Conditions of Proposals**

**Late Proposals:** Proposals received by the City after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.

**Completeness:** All information required by this RFP must be supplied to constitute an acceptable proposal.

**Public Opening:** All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person ten (10) days after the opening or recommendation of award whichever occurs sooner.

### **8.0 Vendor Protest**

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Code of Ordinances Section 2-756 in order to resolve disputed matters or complaints.

The Procurement Director shall post a tabulation of the RFP results with intended award recommendations. Posting will be on BidSync for public viewing.

Any actual or prospective Bidder, Proposer, Offeror, or Contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the solicitation within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based and shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the solicitation and shall be accompanied by a cashier's check in the amount of \$500.00 representing the filing fee, plus a cost bond in the amount of \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver





## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

### **9.0 Responsive Criteria**

Definition of a Responsive Proposer: Responsive Proposer/Offeror is a contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the RFP and all requirements, including all forms a substance. Failure to submit the required documentation may render the proposal non-responsive.

### **10.0 Responsibility Criteria**

In accordance with the City of Miami Gardens Code of Ordinance, Sec. 2-759, Grounds for determination of non-responsibility may include, but are not limited to, the unreasonable failure of a bidder, proposer or offeror or to promptly supply information in connection with an inquiry with respect to non-responsibility.

### **11.0 Non-Responsive Proposals**

Proposals found to be non-responsive by the City shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A proposal may be found to be non-responsive by reasons including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures. All line items listed in the Price Proposal form must contain a proposed cost. Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act.

The City will not give consideration to tentative or qualified commitments in the proposals. For example, the City will not give consideration to phrases as "we may" or "we are considering" in the



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

evaluation process for the reason that they do not indicate a definite commitment.

Proposals will also be rejected if not received by the date and time specified as the due date for submission.

### **12.0 Evaluation Process**

An Evaluation Committee (EC) will be established to review and evaluate all proposals submitted in response to this RFP. The Evaluation Committee will be responsible for ranking and recommending the most qualified firms(s) to City Council for award. The process for this procurement may proceed in the following manner:

The Office of Procurement Management delivers the RFP submittals to the Evaluation Committee members. The Evaluation Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP. The appropriate department will review the litigation history and the Finance Division will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Director of Procurement will review the information and will provide a Procurement Directors Memo to the Evaluation Committee as to each firm's responsiveness and responsibility to the requirements of the RFP. The final determination of responsiveness and responsibility rests solely on the decision of the Evaluation Committee.

#### **Presentation/Interviews Ranking**

Following evaluation of the submitted materials, at dates and times to be announced, the City may request that all firms found to be both responsive and responsible based on the evaluation criteria or the top three (3) candidate firms that are both responsive and responsible with the highest score based on the evaluation criteria to make an oral presentation to the Evaluation Committee and/or City Council.

The presentation is to demonstrate experience and ability, understanding of the project, and approach and method to the design of the requested system or project. If interviews are requested by the City, staff may provide a list of subject matter for the discussion and each firm will be given equal time to present but the question and answer may vary.

Note: Interviewed Proposers shall provide the Evaluation Committee and non-voting City staff copies of its presentation at the time of the presentation. A copy of the presentation (hard copy, DVD, CD or a combination of both) should be given to the Procurement Director at the meeting to retain in the Procurement Department files.

Upon completion of the oral presentation(s), the Evaluation Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

### **13.0 Method of Award**

The City Manager will present to City Council for acceptance and final award, one or more of the proposals, or reject all proposals, within one hundred and twenty (120) calendar days from the date of opening of proposals for awards above the City Manager award threshold. Award of this contract shall be made to the responsive, responsible proposer(s) whose proposal will be the most advantageous to the City of Miami Gardens, taking into consideration the evaluation factors set forth in Evaluation Criteria. At any time prior to award, the awarding authority may find that a proposer is not responsible to receive a particular award. The City reserves the right to award to the proposer(s) who will best serve the interests of the City, for the product/service that will best serve the needs of the City of Miami Gardens.

### **14.0 Contract Term**

This contract shall commence upon the effective date of the duly executed Agreement, and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Request for Proposals, have been delivered and completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods. Proposing firms shall provide timelines within their proposal packages outlining investment, project and revenue milestones as applicable.

### **15.0 Negotiation and Award**

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a contract.

### **16.0 Default/Failure to Perform**

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful proposer to meet any terms of this agreement, the City will notify the proposer three (3) days (weekends and holidays excluded) to remedy the default. Failure on the



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.

Failure to begin the work under this contract within the time specified.

Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non-conforming with the terms of the contract.

Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful proposer incapable of performing the work in accordance with and as required by the contract.

Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Contractor shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Contractor shall pay the City for any and all costs incurred in ensuring the completion of the project.

### **17.0 Cancellation**

The City of Miami Gardens reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice, should any of the following apply:

The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date

No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.

The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.





## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

The Contractor shall agree to indemnify and hold harmless and pay on behalf of the City, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the service provided.

### **18.0 Non-Appropriation of Funds**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to Contractor or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City.

### **19.0 Price Validity**

Prices provided in this Request for Proposal will be considered in the final evaluation and rating of the qualified firms. Included in this RFP solicitation is a Price Sheet which must be completed and returned with the RFP Submittal at the time of the opening deadline. Failure to fill out the price sheet as directed and without modification may negatively affect the evaluation of your proposal.

Prices are valid for 120 days from the time of the RFP opening. The City shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded. Successful proposer awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

### **20.0 Sub Proposers**

The Proposer shall be fully responsible to City for acts and omission for its sub-proposers and of persons directly or indirectly employed by them, as the Proposer is for the acts and omission of persons employed by it.

The Proposer shall cause appropriate provisions to be inserted in all subcontracts giving the Proposer the same powers regarding terminating any subcontract that the City may exercise over the proposer under provisions of this contract. Nothing contained in this contract shall create any contractual relationship between any sub-proposer and the City. The Proposer shall supply the names and addresses of sub-proposers when requested to do so by the City upon issuance of a Notice to proceed and shall update same on a bi-weekly basis after issuance of a Notice to proceed.

The Proposer shall not use a sub-proposer to whom the City reasonably objects and shall make all reasonable attempts to subcontract with local proposers currently doing business within the City or



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

are located within the City. All sub-proposers will operate in strict accordance with local, state and federal laws governing the type of work to be performed.

Proposer and any sub-proposers are, and shall be, in the performance of all service under this contract, independent contractor and not employees, agents or servants of the City. All persons engaged in any of the services performed hereunder, shall, at all times and in all places, be subject to Proposer's sole direction, supervision and control. Proposer shall exercise control over the means and manner in which its employees perform the services

### **21.0 Proposal Disclosure**

Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFP by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

### **22.0 Compliance with Florida Public Records Law**

All material submitted regarding this Proposal becomes the property of the City. Proposals may be reviewed by any person ten (10) days after the public opening. Proposers should take special note of this as it relates to any proprietary information that might be included in their proposal. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this proposal and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right.

To the extent required by law, CONTRACTOR shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes. 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 by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection. This clause shall serve the duration of the Agreement. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 18605 NORTHWEST 27TH AVENUE, MIAMI GARDENS, FLORIDA 33056.



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

### **23.0 Public Records and Exemptions**

1. City of Miami Gardens is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all response submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

2. Any Vendor that intends to assert any materials to be exempted from public disclosure under Chapter 119, Florida Statutes must submit the document(s) in a separate document labeled "Name of Vendor, Attachment to Proposal Package, Solicitation No. # - Confidential Matter." The Vendor must identify the specific statute and subsection that authorizes the exemption from the Public Records law. CD/DVD discs or flash drives included in the submittal must also comply with this requirement and separate any files claimed to be confidential.

3. Failure to provide this information at the time of submittal and in the manner required above may result in a recommendation by the Procurement Director that the Vendor is nonresponsive.

4. Except for the materials submitted in compliance with the forgoing, any claim of confidentiality on materials that the Vendor asserts to be exempt and placed elsewhere in the submittal will be considered waived by the Vendor.

5. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to talk about the details of the confidential material(s) at the public Sunshine meeting.”

### **24.0 Copyrighted Materials**

Copyrighted material will be accepted as part of a submittal only if accompanied by a waiver that will allow the City to make paper and electronic copies necessary for the use of City staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

### **25.0 Public Entity Crimes**

As provided in Section 287.133(2) (a), 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 Bid/Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid/Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids/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



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **26.0 Non-Collusion**

By submitting this proposal, Proposer certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

### **27.0 Prohibition of Interest**

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the proposer and may result in removal from the vendor list(s).

### **28.0 Indemnification**

Subject to the limitations of Section 768.28 Florida Statutes, PROPOSER shall protect, defend, indemnify, and hold harmless the CITY and its officials, officers, members, agents, representatives and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property arising out of or in any way connected with the performance or nonperformance of any provision of this Agreement required of the PROPOSER, by or on behalf of the PROPOSER, or resulting from any violation by the PROPOSER or its employees of any statute law, ordinance, regulation or other legal requirement pertaining to a safe place of employment for workers, minimum hours and wages, and fair employment practices. However, nothing herein shall be deemed to indemnify CITY for any liability or claim arising solely out of the negligent performance of CITY.

The City does hereby agree to indemnify and hold harmless PROPOSER, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of City's performance of this Agreement. This agreement is subject to the provisions of Section 768.28 Florida Statutes, such that the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities losses and causes of action which may arise solely as a result of the performance of this Agreement. However, nothing





## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

herein shall be deemed to indemnify PROPOSER from any liability or claim arising out of the negligent performance or failure of performance of PROPOSER or any unrelated third party. Nothing contained herein shall be deemed a waiver of sovereign immunity. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification.

### **29.0 Applicable Law and Venue**

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful Proposer and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

### **30.0 Right to audit**

The Contractor may be subject to audit by federal, state and local agencies pursuant to this contract. The Contractor shall maintain adequate records to justify all charges, expenses and cost incurred in performing the services hereunder for at least three (3) years from the date of final payment. The City shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the Contractor and the City.

### **31.0 Anti-Discrimination**

The Proposer certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

### **32.0 Equal Employment Opportunity, and Americans with Disabilities Act**

Proposer shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Proposer shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Proposer shall take affirmative steps to ensure nondiscrimination in employment against disabled persons

### **33.0 Unlawful Harassment**

Individuals representing the City of Miami Gardens, including vendors, contractors, sub-contractor



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

and other entities conducting business must agree to and adhere to the City's Sexual harassment and Unlawful Harassment & Retaliation Policy.

### **34.0 Taxes**

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

### **35.0 Purchasing Card Program**

The City has implemented a purchasing card program through Bank of America, using the VISA network. Contractors with purchasing card capability will receive payment from the VISA purchasing card in the same manner as other Visa purchases. Accordingly, respondents with present purchasing card capability shall have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The City can only accept VISA; however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Proposal Form.

### **36.0 Local Preference**

In accordance with the City of Miami Gardens Code of Ordinances Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local business is the highest ranked proposer and the ranking of a local proposer is within 10% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 10% of the lowest non-local business, then the local business can offer a best and final bid, within five days of solicitation opening, equal to or lower than the amount of the low bid submitted by the non-local business.

### **37.0 Preference Monetary Contributions to Local Schools**

In accordance with the City of Miami Gardens Code of Ordinance Ord. No. 2008-20-156, § 2(f), (g), 5-28-2008) as amended regarding preference to businesses that make monetary contributions to local public schools. All businesses applying for procurement preference under this policy shall submit a letter to the principal of the school that is to receive the donated funds. Said letter shall specify that the donated funds must be spent for the particular school to which the donation is made, and shall specify the specific purpose for the donation. In addition, the business shall obtain a commitment letter from the principal. The commitment letter along with the letter submitted by the business to the school, shall be submitted at the time of submittal of the bid or request for proposal/qualifications. The commitment letter shall delineate the amount of the monetary contribution and the specific purpose for the donation. The commitment letter must be notarized. Contributions must be made within the previous 12 months prior to the opening date of the interested solicitation. **A list of the City's Local Schools is attached.**



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

### **38.0 Minority Business**

The City of Miami Gardens encourages Minority Business Enterprises to participate in this solicitation.

Ordinance 2011-01-243 establishes a program enabling the City to collect relevant data to determine if MBE's that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Minority Businesses are used when possible. Affirmative steps shall include:

- Placing qualified minority businesses on solicitation lists;
- Assuring that minority businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation of minority businesses;

Using the services and assistance of the Minority Business Development Agency of the Department of Commerce.

### **39.0 Southeast Florida Governmental Co-Operative Purchasing Group**

The proposer understands and agrees if any of the governmental entities or municipalities who are members of the Southeast Florida Governmental Co-Op Purchasing Group may participate in the resulting contract with the same terms and conditions through the renewal periods.

Each governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the successful proposer and issue its own tax exemption certificate as required by the proposer.

### **40.0 Local, State, And Federal Compliance Requirements**

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

B. Occupational Safety and Health Act (OSHA) as applicable to this contract.

C. Environmental Protection Agency (EPA), as applicable to this Contract.

D. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

E. City of Miami Gardens Purchasing Code

F. Florida Building Code (FBC), as applicable to this Contract.

### **41.0 Scrutinized Companies Pursuant To Section 287.135 And 215.473**

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.





## City of Miami Gardens

---

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

**Left Blank Intentionally**



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

### **42.0 Evaluation Criteria**

The following list of Evaluation Criteria total 100 points. Subsequent pages will further detail and define the Evaluation Criteria which are summarized with their numerical point ranges.

<b>Evaluation Criteria – Project Specific Criteria</b>	<b>Maximum Number of Points</b>
Scope of Services Proposed and Project Timeline	35
Experience and Qualifications	30
Past Performance and Work Load	20
Total Cost of Proposed Services	15

### **43.0 Evaluation Criteria/Total Price Points Formula**

The Proposer intends to award the Contract to the responsive Proposer providing the best value. Therefore, the Proposal Price and Proposal are weighted accordingly. The price proposals shall be calculated based on the following formula:

$$\text{(Lowest Proposed Price/Proposer's Price)} \times 15 = \text{Price Score}$$

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

### **44.0 Litigation History**

The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last two (2) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Procurement Director.



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

### **45.0 Financial Information**

All firms are required to provide copies of the firm's financial statements in order to demonstrate the Firm's financial capabilities. Failure to provide this information at the time of submittal may result in a recommendation by the Procurement Director that the response is non-responsive. Each firm shall be required to submit its most recent two (2) years of financial statements for review. Please provide a summary of the institution's financial resources (including holding company and bonding information).

With respect to the number of years of financial statements required by this solicitation, the firm must fully disclose the information for all years required provided, however, that if the firm has been in business for less than the required number of years, then the firm must disclose for all years of the required period that the firm has been in business, including any partial year-to-date financial statements. The City may consider the unavailability of the most recent year's financial statements and whether the firm acted in good faith in disclosing the financial documents in its evaluation.

Any claim of confidentiality on financial statements should be asserted at the time of submittal. The Vendor's failure to provide the information as instructed may lead to the information becoming public. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Public Record and Exemptions section) may result in a determination of non-responsiveness to the Evaluation Committee by the Procurement Director

### **46.0 Authority to Conduct Business in Florida**

A Florida corporation or partnership is required to provide evidence with its response that the proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than 5 business days from request of the Purchasing agent. A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than 5 business days from request of the Purchasing agent.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than 5 business days from request of the Purchasing agent. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than 5 business days from request of the Purchasing agent.

### **47.0 Insurance Requirements**

All insurance requirements must be met and evidenced to the City before delivery of goods and performance of services.

The City reserves the right but not the obligation to revise any insurance requirement, or reject any insurance coverage which fails to meet the criteria stated herein at any time. The City reserves the right to require Contractor/Vendor to provide and pay for any other insurance coverage the City deems necessary, depending upon the possible exposure to liability or loss. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities, but are merely minimums.

Proposers must submit with their solicitation, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract. This insurance must apply to all employees, subcontractors, or other persons fulfilling services within this contract.

The successful proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Miami Gardens as additional insured. Insurance in compliance with the above must be in force during the term of this contract. 10 days' written notice must be provided to the City if any cancellation, material change or lapse in coverage occurs.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

- A. **Workers' Compensation:** Coverage is to apply for all persons fulfilling this contract for statutory limits in compliance with the law of the State of Florida and any applicable federal laws. The policy must include Employer' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease. The City will not accept certificates of exemption. Confirmation that



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

- B. **Commercial General Liability:** Occurrence Form Required. Contractor/Vendor shall maintain commercial general liability (CGL) insurance with limits of not less than:
- \$1,000,000 each occurrence for bodily injury and property damage
  - \$1,000,000 general aggregate (must apply Per Job/Contract)
  - \$1,000,000 products completed operations aggregate
  - \$1,000,000 personal & advertising injury

No exclusion shall apply to: premises, independent contractors, contractual liability, or property damage resulting from explosion, collapse or underground (XCU) exposures.

- C. **Commercial Automobile Liability:** Contractor/Vendor shall maintain automobile liability insurance with a limit of not less than \$100,000 Combined Single Limit or Split Limits of 25/50/50 each occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto fulfilling duties under this agreement (including owned, hired, and non-owned autos). The policy shall provide contractual liability coverage.

- D. **Umbrella or Excess Liability** insurance can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

- E. **Special Requirements:** Certificate of Insurance shall confirm in writing that all applicable provisions apply.

- a. **Evidence of Insurance:** A copy of the Contractor/Vendor’s current certificate of insurance MUST be provided with the response to this solicitation. A formal certificate shall be provided upon announcement that a Contractor/Vendor has been awarded the work. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the City before commencement of any work activities. The formal insurance certificate shall also comply with the following:





## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

- b. **Additional Insured:** “City of Miami Gardens and its Elected Officials, Agents, Representatives, Employees, and Volunteers” shall be named as an "Additional Insured" on all policies except Worker’s Compensation and Professional Liability.

Additional Insured coverage shall be provided with the following ISO forms or similar policy provisions providing equal to or broader than coverage:

**One** of the following forms or its equivalent:

CG 2026 (Additional Insured–Designated Person or Organization) OR

CG 2010 (Additional Insured-Owners Lessees Contractors) OR

CG 2038 (Additional Insured-Automatic Status).

**AND, if products or completed operations exposure:**

CG 2037 (Additional Insured-Completed Operations). The Contractor/Vendor is required to continue to purchase products and completed operations coverage to satisfy this agreement for a minimum of three years beyond completion of the work.

- c. **Notification:** The policy shall provide a 10-day notification clause in the event of cancellation, non-renewal, material modification, or any other lapse in coverage of the policy. In the event the insurance policy does not provide such notification, Contractor/vendor shall provide notification to the City. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be delivered to the City 10 days prior to said expiration date.

- d. **Primary & Non Contributory**

This Insurance shall be considered primary to any other insurance. Coverage shall be provided with the following ISO form or similar policy provision providing equal to or broader than coverage: CG 2001 (Primary and Noncontributory – Other Insurance Condition).

- e. **Waiver of Subrogation**

All of Contractor’s insurance policies, except Professional Liability, will waive rights of recovery against the City. Coverage shall be provided with the following CGL ISO form or similar policy provision providing equal to or broader than coverage: CG 2404 (Waiver of Transfer of Rights of Recovery Against Others to Us).



## City of Miami Gardens

---

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

- f. **Subcontractors' Compliance:** It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- g. **Financial Stability:** The policies of insurance shall be written on forms acceptable to the City and placed with insurance carriers authorized by the Insurance Department in the State of Florida. All insurance carriers must meet a minimum financial AM Best company rating of no less than:

### 48.0 Proposal Format Requirements

With regard to the Evaluation Criteria, each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested firms.

To assure consistency, proposals must conform to the following format and include Paper size: 8½" x 11", or larger charts and graphs may be provided if folded neatly to 8½" x 11" and the following items, in the order presented below, with tabs between the sections:

EVALUATION CRITERIA	TAB NUMBER
---------------------	------------



# City of Miami Gardens

Office of Procurement Management  
 18605 NW 27<sup>th</sup> Avenue  
 Miami Gardens, FL 33056  
 (305) 622-8000 FAX (305) 474-1285

<p><b>INTRODUCTION</b></p> <p>Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services.</p> <p>State number of years in business.</p> <p>Also, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address and identify the office location responsible for this project..</p> <p>State location of company’s main corporate headquarters and satellite offices and warehouse, if applicable.</p>	<p><b>Tab 1</b></p>
<p><b>EXPERIENCE AND QUALIFICATIONS OF THE PROPOSER</b></p> <p>The Proposer shall describe the organization’s qualifications and ability to provide the scope of services requested in this RFP including relevant prior experience.</p> <p>List all clients/municipalities in the past five years to which Proposer’s company both currently provides and has provided similar services to those requested in this RFP.</p> <p>Proposer shall state the length of time the company has been in business providing the services requested in this RFP.</p> <p>Proposer shall provide the names and resume(s) of the Key Personnel designated by the firm to assist in the various areas of required expertise, and the qualifications of the individuals in those areas.</p> <p>The minimum information to be included is experience directly relevant to the services requested in this proposal, Function(s) in the company, Title and number of years in service with the company, and</p> <p>Provide details of any ownership changes to Proposer’s organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership)</p> <p>Describe any significant or unique awards received or accomplishments in previous similar Projects.</p> <p>Include Organizational Chart</p>	<p><b>Tab 2</b></p>
<p><b>SCOPE OF SERVICES PROPOSED AND PROJECT TIMELINE</b></p> <p>Proposal shall present a detailed plan for completing the specified work. The plan should address the implementation of the proposed campaign and ongoing promotion of the City as the Host of</p>	<p><b>Tab 3</b></p>



# City of Miami Gardens

Office of Procurement Management  
 18605 NW 27<sup>th</sup> Avenue  
 Miami Gardens, FL 33056  
 (305) 622-8000 FAX (305) 474-1285

<p>the Super Bowl 2020 game at the Hard Rock Stadium.</p> <p>The proposer shall provide an overview of the creative process, and a plan as to how they will be approaching the creative/ development of the strategic marketing framework and online and print campaign.</p> <p>The plan shall include a proposed action plan for strategic communication, marketing, creative implementation as well a time line for the project completion.</p>	
<p><b>PAST PERFORMANCE AND WORKLOAD</b>          Describe proposer’s experience and knowledge in delivering projects of comparable nature, scope, complexity and duration, for the past five (5) years. Include the following for each project.</p> <ol style="list-style-type: none"> <li>Name of company/organization</li> <li>Project name</li> <li>Project Location</li> <li>Project Budget</li> <li>Date of completion, (month, year)</li> <li>Company role and responsibility for the project.</li> <li>List proposer’s key personnel involved on the project.</li> <li>Provide sample performance measures meeting or exceeding PERFORMANCE SPECIFICATIONS of this RFP</li> </ol> <p>Proposer shall also provide the <b>Vendor Reference Verification Form</b> to its reference organization/firm to complete and return to the proposer’s attention. Proposer should submit <b><u>A MINIMUM OF THREE (3) COMPLETED</u></b> Vendor Reference Forms <b><u>WITH ITS RESPONSE</u></b> by the solicitation’s deadline. The City of Miami Gardens will verify references provided as part of the review process.</p> <p><b>WORKLOAD</b> Provide a list of relevant contracts your company is currently committed to and/or that your company will be committed as of June 2019. The individual project details shall include: <b>Name of Contract Client, Brief Project Scope, Contract Budget, Contract Duration (Award Date – Expiration Date)</b></p>	<p><b>Tab 4</b></p>
<p><b>COMPLETED PRICE PROPOSAL FORM</b></p> <p>Proposer shall indicate in the spaces provided, prices, fees, and rates that will be charged to the City for performing the proposed services All line items listed in the Price Proposal form must contain a proposed cost. This proposal is to be all inclusive of all supplies, labor and materials.</p>	<p><b>Tab 6</b></p>



# City of Miami Gardens

Office of Procurement Management  
 18605 NW 27<sup>th</sup> Avenue  
 Miami Gardens, FL 33056  
 (305) 622-8000 FAX (305) 474-1285

<p><b>LITIGATION</b></p> <p>The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last two (2) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.</p>	<p><b>Tab 7</b></p>
<p><b>FINANCIAL STATEMENTS</b></p> <p>Provide copies of the firm's financial statements in order to demonstrate the Firm's financial capabilities. Failure to provide this information at the time of submittal may result in a recommendation by the Procurement Director that the response is non-responsive. Each firm shall be required to submit its most recent two (2) years of financial statements for review.</p>	<p><b>Tab 8</b></p>
<p><b>BUSINESS LICENSES AND INSURANCE</b></p> <p>Must be registered with the States of Florida, Division of corporations to do business in Florida. Provide evidence that your proposer and/or persons performing the work are authorized to do business in the State of Florida. Is the interested proposer legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida? Provide "Certificate of Status" from the Florida Department of State, Division of Corporations.</p> <p>Proposer with an office located in the City of Miami Gardens for at least 12 months prior to this RFP open date provide a copy of Business Tax Receipt.</p> <p>Insurance Requirements: Show evidence of meeting insurance requirements. Business insurances, Insurance Certifications, the insurance requirements reflect the requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal but it necessary to submit certificates indicating that the firm currently carries the insurance.</p>	<p><b>Tab 9</b></p>





## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

<b>ATTACHMENTS &amp; ADDITIONAL INFORMATION</b>	
<p>Provide Proposer's Required Attachments and Forms All Attachments/Forms and Affidavits required by this solicitation shall be fully executed by the Proposer and submitted with the proposal.</p> <p>Certifications, attach copies of all relevant certifications issued to the business entity or project manager.</p> <p>Any supplemental materials which might enhance the City's understanding of the Contractor and its capabilities and experience.</p>	<p><b>Tab 10</b></p>

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**



# City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

## **REQUEST FOR PROPOSAL (RFP) NO. 18-19-016 CITY OF MIAMI GARDENS BRANDING AND ADVERTISING OF SUPER BOWL 2020**

### **Exhibit I Detailed Scope of Work and Project Specifications**

#### **1.0 PURPOSE:**

The City of Miami Gardens is seeking proposals from professional firms to provide services related to community branding and advertising to showcase the positive attributes as the host City of Super Bowl 2020 game. This is a request for proposal for such consulting services to execute and create a successful imaging and branding campaign. Proposer should be able to develop a comprehensive community branding and marketing campaign, whereas the goal is to enhance the image of the community as a great destination and community. The brand should represent the varied economic sectors of the City and be used for residential, business and visitors recruitment. Recommendations for the brand rollout and implementation should include interactive and social media marketing as well as traditional marketing, micro-site development, media and promotions; and recommendations for results tracking/measurement.

#### **2.0 SCOPE OF SERVICES:**

The proposer will develop strategic objectives that will include implementation of the proposed campaign and ongoing promotion of the City of Miami Gardens as the host City of the Super Bowl 2020 game at Hard Rock Stadium. To include, but not be limited to the following:

1. Promotion and maintenance of the City's brand to varying target audiences – residents, businesses and visitors.
2. Recommendation of ways to articulate the brand; define markets and promotional avenues and advise on strategies to better promote and create brand awareness.

#### **A. Targeted Audiences**

The City of Miami Gardens' target audiences shall include the following:

1. Miami Gardens Residents – Residents of the City of Miami Gardens who have the greatest stake in the local economy and ultimately pay for the business and tourism marketing efforts undertaken by the City.
2. Businesses – Businesses within City of Miami Gardens and South Florida.
3. Business Leaders/Decision-makers – Higher-level executives in businesses specifically in Healthcare and Social Services; Tourism and Hospitality; Transportation and Logistics; Education; Marine; High-



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

Tech Manufacturing including Aerospace, Aeronautics and Bio-tech, who are currently, or in the future, looking for sites to locate or expand their business.

4. Third Party / Site Selection Consultants, Service Providers including site selection professionals, relocation consultants and corporate real estate professionals in consultation with the City and key economic development partners and stakeholders and other partner organizations identified by City to assist with economic development and corporate recruitment.
5. Local Economic Developers – Economic development professional staff (public/private, utilities) who promote the South Florida Region for business opportunities, including new business locations and existing industry retention and expansion.
6. Local Tourism Partners – Retail, restaurant and lodging sectors and all other entities that provide services to travelers and support the tourism industry.

### B. Phase I: Discovery and Research

Using qualitative and quantitative research, the vendor will conduct research that best meets the needs of this project based on the vendor's previous work. Research to include:

1. An assessment and review of current brand assets
  - a. The selected firm will conduct strategic analysis including analysis of demographics, business trends, and Strengths, Weaknesses, Opportunities, and Threats (SWOT) as the foundation for the marketing program and corresponding program areas.
  - b. Distinguishing characteristics.
  - c. Positioning.
  - d. Messaging and creative development and deployment of research tools and tactics to gain strategic insights on how the City is perceived by residents, businesses, visitors and tourists.
  - e. Obtain, as needed, and analyze consumer, media and market research including demographics and psychographics to include: residents, corporations, retailers/restaurants, visitors, employees, property owners, and developers. Additionally, the selected firm will incorporate pertinent information and review existing research that will be provided by the City.
2. To determine how the City of Miami Gardens is perceived by these target audiences. *Influencers are those that have the greatest impact on the decision.*
3. Conduct a competitive analysis to determine what differentiates the City of Miami Gardens from other neighboring cities.
4. Conduct a scan of the City's social media position.



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

5. Analysis of findings and recommendations for branding and marketing.

Information gathered during this phase will inform the development of strategic framework for branding and marketing.

### C. Phase I: Deliverables

1. Supply written reports on data/research/findings that includes final recommendations and an executive summary in PDF format, with an accompanying PPT or other media presentation.
2. Analysis of findings and recommendations for strategic branding and marketing.
3. Deliver a minimum two (2) presentations to project stakeholders (City Staff and a presentation open to the public)

### D. Phase II: Creative / Development of Strategic Marketing Framework and Online and Print Campaign

1. Develop overarching positioning statement emphasizing what makes the City of Miami Gardens unique.
2. Develop a strong, reliable identity for the City's Super Bowl Campaign with brand positioning and messaging that clearly communicates the City's value proposition to its target audiences. This includes design of graphic images such as a logo and any related tag line(s), color palettes, style guides and signature fonts.
3. Develop an application strategy and guide for logo usage.
4. The proposer will develop creative elements that may include design concepts, logos, messages, tagline, and other products to support the overall community branding initiative. The selected logo design will be delivered with a style manual and guidelines for use and the capability of use in the following:
  - a. Print and electronic advertising
  - b. Website design.
  - c. Outdoor signage and brand recognition.
5. Develop economic development marketing campaigns, special events, and other promotions to provide recommendations to the City.
6. Identify specific messaging objectives that the brand needs to be effective for each of the identified Target Audiences.



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

7. Test brand concepts among key Target Audiences.

### E. Phase II: Deliverables

1. Provide an overview of the creative process.
2. Present at least two (2) brand concepts that will serve as potential directions for voice, look and feel of creative design.
3. Create strategic branding and marketing plan that includes roadmap for creative execution across traditional and digital platforms.
4. Provide a strategic assessment and recommend market positioning based upon overall research in a report format.
5. Evaluate all available media (trade, print, out-of-home, television, radio, internet and social media) and base its recommended media schedule on cost, reach, allocation and fit.
6. Develop a community relations strategic plan/timeline and within that plan guide the City on the most appropriate avenues and strategies for engaging residents in the goals of economic development and sustainable redevelopment.
7. Make public presentations and/or assist in the development of public presentations on the progress of the brand development initiative and the marketing plan to the City of Miami Gardens City Council and other stakeholder groups.
8. Create appropriate collateral material mutually agreed upon by the City and which falls in line with the recommended brand positioning and messaging.
9. Provide website collateral and implementation in conjunction with City staff.
10. Provide copies of all media, including native design files and raw video footage, created for the City to keep in house and on file. All creative products will be the sole property of the City – templates, fliers, logos, messaging and any other creative works related to this project.
11. Work with the City Attorney's Office to copyright/trademark any new logo(s), tag line(s), and all other necessary materials.

### F. Phase III: Strategic Communication, Marketing, and Creative Implementation

1. The proposer will develop an action plan for implementation of the community branding and advertising campaign in sufficient detail to allow staff to understand the approach and work plan. The Action Plan should include, but not limited to the following:





## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

- a. Estimated costs/budget associated with the implementation process.
  - b. Proposed timelines for the development of creative elements.
  - c. Recommended campaign logo and brand guidelines.
  - d. Implementation plans for brand identity applications.
  - e. Potential funding sources/partnerships/sponsorship opportunities
2. The proposer will develop a plan for evaluation of the brand's effectiveness during the campaign period (September 2019 through February 2020) and reporting of results of the strategy.
  3. Implement marketing strategies and associated tactics that elevate the exposure of the City of Miami Gardens that have strategic advantages to new residents, business and visitors in- and out-of-state and out of country markets.
  4. Execute the strategic marketing plan to achieve greater awareness of Miami Gardens, among the regional, national and international business community, corporate site selectors and real estate professionals, prospective and existing residents and visitors to the destination.
  5. Prepare targeted lists for direct economic development outreach by the City such as:
    - a. Media Placement.
    - b. Sponsorship.
    - c. Production Services.
  6. In coordination with the City, solicit and negotiate media buys, third party promotion partners and media partners.
  7. If approved as part of the media mix in the marketing plan, create, produce and distribute the following:
    - a. Out-of-home Advertisements.
    - b. Radio Spots.
    - c. Internet Advertisements.
    - d. Print Advertisements.



## City of Miami Gardens

---

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

- e. Collateral materials such as trade show materials, a media kit, design templates and presentation materials.
  - f. Other advertising.
8. Define a comprehensive plan to measure the value of media the City has purchased and its effectiveness.
- G. Phase III: Deliverables
- 1. Deliver a comprehensive and strategic marketing plan that demonstrates how the firm will leverage the City's strengths to accomplish its marketing objectives. This plan should include a recommended media schedule and budget. The budget should clearly define all costs associated with the media campaign including, but not limited to the following: agency fees/account services, creative, advertising costs, production costs, public relations, printing and event expenses.
  - 2. Deliver distinct strategies for the targeted audiences, identified by the City of Miami Gardens to be marketed to include.
    - a. Deliver brand concepts for those targeted audiences.
    - b. Outline strategies for the delivery of those messages across traditional and digital platforms as well as a draft plan to evaluate their effectiveness.
  - 3. Provide a written summary report of the firm's successes within thirty (30) days of conclusion of the Marketing Campaign Timeline.



## City of Miami Gardens

---

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**



# City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

## Proposal Price Sheet

### REQUEST FOR PROPOSAL (RFP) NO. 18-19-016 CITY OF MIAMI GARDENS BRANDING AND ADVERTISING OF SUPER BOWL 2020

Proposer Name: \_\_\_\_\_

Proposer agrees to supply the products and services at the prices proposed prices below in accordance with the terms, conditions and specifications contained in this RFP.

ITEM No.	DESCRIPTION	Cost Proposal
1.	Phase I: Discovery and Research	\$ _____
2.	Phase II: Creative / Development of Strategic Marketing Framework and Online and Print Campaign	\$ _____
3.	Phase III: Strategic Communication, Marketing, and Creative Implementation	\$ _____
<b>Total Cost Proposal</b>		\$ _____



# City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

Proposer acknowledges the receipt of Addenda No.'s: (please list the date received in the square below)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7	8	9	10

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Month) (Year)

## INDIVIDUAL, FIRM OR PARTNERSHIP

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_  
Social Security Number (OR) Taxpayer Identification Number (TIN):  
\_\_\_\_\_

## CORPORATION

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

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





# City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Taxpayer Identification Number (TIN/EIN): \_\_\_\_\_

State Under Which Corporation Was Chartered: \_\_\_\_\_

Corporate President: \_\_\_\_\_  
(Print Name)

Corporate Secretary: \_\_\_\_\_  
(Print Name)

Corporate Treasurer: \_\_\_\_\_  
(Print Name)

## CORPORATE SEAL

Attest By: \_\_\_\_\_  
Secretary



# City of Miami Gardens

---

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

## PROPOSER’S CERTIFICATION

**I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.**

**I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the City of Miami Gardens adequate time to evaluate the proposals.**

**I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.**

**I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Miami Gardens or any other proposer is interested in said proposal; and that the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.**

**A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to public entity, may not be awarded or perform work as a Company, supplier, sub-Company or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

\_\_\_\_\_  
Name of Business

BY:

\_\_\_\_\_  
Signature

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



# City of Miami Gardens

---

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

\_\_\_\_\_  
**Name & Title, Typed or Printed**

**F.I.D.** \_\_\_\_\_

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

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
**City, State, Zip Code**

**State of** \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_  
**Telephone Number Email Address**

(\_\_\_\_) \_\_\_\_\_  
**Facsimile Number**



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

### **DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids/Proposals which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Bid/Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid/Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid/Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Vendor's Signature



# City of Miami Gardens

Office of Procurement Management  
 18605 NW 27<sup>th</sup> Avenue  
 Miami Gardens, FL 33056  
 (305) 622-8000 FAX (305) 474-1285

City of Miami Gardens  
 Office of Procurement Management

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if Minority Business Enterprises that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services.

Contractor Name: \_\_\_\_\_

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

Federal ID: \_\_\_\_\_

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

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

Is the principal owner(s) of the company any of the following?

\_\_\_\_\_ African American \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian \_\_\_\_\_ Native

Are Sub-Contracting opportunities available with this contract? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, insert the sub contractor's information in the chart below.

Company Name, Address, Phone & Email	Type of Ownership BM – African Am HM – Hispanic AM – Asian NM – Native Am.	Trade or Services to be performed

Is your company currently certified as a Minority Business Enterprise? \_\_\_\_\_ Yes \_\_\_\_\_ No



## City of Miami Gardens

Office of Procurement Management  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
(305) 622-8000 FAX (305) 474-1285

If yes, which entity issued the certification? \_\_\_\_\_

It is hereby certified that the following information is true and accurate account of contacts and responses for sub-contracting opportunities on this contract

Signed \_\_\_\_\_ Name/Title \_\_\_\_\_

Date \_\_\_\_\_

**This form must be submitted with the bid or proposal**

Certification: It is hereby certified that the following information is true and accurate account of contacts and responses for sub-contracting opportunities on this contract

Signed \_\_\_\_\_

Name/Title \_\_\_\_\_

Date \_\_\_\_\_

### **Vendor Reference Verification Form**

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The City of Maimi Gardens will verify references provided as part of the review process.



## Vendor Reference Verification Form

City of Maimi Gardens Solicitation No. and Title:

---

Reference for:

---

Organization/Firm Name providing reference:

---

Contact Name:

Reference date:

---

Contact Email:

Contact Phone:

---

Name of Referenced Project:

---

Contract No.

Date Services Provided:

Project Amount:

to

---

Vendor's role in Project:    Prime Vendor    Subconsultant/Subcontractor

Would you use this vendor again?    Yes    No

**Description of services provided by Vendor:**

**Please rate your experience with the referenced Vendor:**

**Needs Improvement**

**Satisfactory**

**Excellent**

**Not Applicable**

- 
1. Vendor's Quality of Service
    - a. Responsive
    - b. Accuracy
    - c. Deliverables
  
  2. Vendor's Organization:
    - a. Staff expertise
    - b. Professionalism
    - c. Turnover
  
  3. Timeliness of:
    - a. Project
    - b. Deliverables
  
  4. Project completed within budget
  
  5. Cooperation with:
    - a. Your Firm
    - b. Subcontractor(s)/Subconsultant(s)
    - c. Regulatory Agency(ies)

**Additional Comments:** (provide on additional sheet if needed)

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

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

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 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 section 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(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**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.